



Rujukan Kami: UTB/F.1/1.7/QTN/2024-2025

04 Jamadilawal 1446H

06 November 2024

Kepada:
Pengurus Syarikat

Tuan/Puan,

BILANGAN SEBUTHARGA : **UTB/QTN/2024-2025/EST/24**

KETERANGAN SEBUTHARGA : **MINOR CONTRACT FOR JANITORIAL AND HOUSEKEEPING SERVICES AT UNIVERSITI TEKNOLOGI BRUNEI, NEGARA BRUNEI DARUSSALAM**

Syarikat Tuan/Puan adalah dipelawa untuk menawarkan harga bagi perkara dinyatakan di atas dengan mengikut terma dan syarat yang ditetapkan seperti berikut:

1. Sebutharga hendaklah diisi dengan lengkap dan dihantar dalam sampul surat yang tertutup tanpa menunjukkan identiti pembekal kecuali **bilangan sebutharga, keterangan sebutharga, tarikh diiklankan dan tarikh tutup.**
2. Sebutharga hendaklah dihantar dan **terus dimasukkan ke dalam kotak sebutharga/tawaran** yang telah disediakan di Bahagian Kewangan, Pejabat Bendahari, 1F.32, Tingkat 1, Blok F, Universiti Teknologi Brunei, Lebuhraya Tungku, Gadong, BE1410, Negara Brunei Darussalam tidak lewat dari **TARIKH TUTUP IAITU 19 NOVEMBER 2024 SEBELUM JAM 2.00 PETANG.**
3. Penghantaran sebutharga yang diterima **lewat dari tarikh dan masa** tutup tawaran **akan ditolak dan tidak akan dinilai.**
4. Merujuk **para 3.1.3**, Garispanduan Perolehan Kerajaan, Peraturan-Peraturan Kewangan 2022, pihak Syarikat Tuan/Puan adalah dikehendaki untuk menghadapi dokumen-dokumen dan maklumat seperti yang disenaraikan dibawah ini. Pihak Syarikat hendaklah **menandakan** pada **checklist** sebagai pengesahan dokumen sudah disertakan dengan lengkap dan teratur. Jika dokumen tidak lengkap, tawaran/sebutharga dianggap tidak sah. **Antara dokumen dan maklumat yang diperlu disertakan adalah seperti berikut:**

- 4.1 Salinan Sijil Pendaftaran Perniagaan / Sijil Pendaftaran Kontraktor dan Pembekal yang dikeluarkan oleh ABCI / Sijil Brunei Darussalam Medicines Control Authority (BEDMA) – jika berkenaan*

Engaging Minds, Promoting Growth

- 4.2 Pengesahan Jabatan Perkhidmatan Elektrik bagi perkakas elektrik yang berkenaan dan pekerja-pekerja yang akan melaksanakan kerja-kerja elektrik.
- 4.3 Senarai nama, jawatan dan gaji; jumlah; dan bilangan (%) pekerja tempatan dan pekerja asing hendaklah disertakan bersama.
- 4.4 *Material* yang akan digunakan dengan menyatakan senarai barangan, peratus (%) dan harga (\$) barangan tempatan digunakan serta peratus (%) dan harga (\$) barangan import yang akan digunakan.
- 4.5 Salinan Sijil Pematuhan Akta Cukai (***Certificate of tax Compliance***) daripada Bahagian Hasil Kementerian Kewangan dan Ekonomi bagi syarikat yang berdaftar di bawah Akta Syarikat, *Chapter 39 (Sdn Bhd atau Berhad)*.
- 4.6 Salinan Sijil Pendaftaran Syarikat dan Nama-Nama Perniagaan yang dikeluarkan melalui *Corporate Registry System* di dalam *One Common Portal*.
- 4.7 Pengesahan pematuhan Akta Amanah Pekerja dan Perintah Pencen Caruman Tambahan 2009 dari **Tabung Amanah Pekerja** dengan menyatakan nombor Akaun Majikan dan senarai perkerja yang dicarumkan.
- 4.8 Pihak Syarikat Tuan/Puan hendaklah menyertakan Pengesahan ***Integrity Pact***.
5. Merujuk para 3.1.4, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, pihak Syarikat Tuan/Puan hendaklah memastikan **jumlah yang dinyatakan adalah tepat dan harga tawaran di dalam Form of Tender adalah selaras dengan harga yang dinyatakan di dalam dokumen-dokumen tender** serta **jumlah dalam perkataan adalah sama dengan harga tawaran dalam angka**. Jika tidak sama, tawaran dianggap tidak sah.
6. Merujuk para 3.1.5, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, pihak Syarikat Tuan/Puan adalah dimaklumkan mengenai dengan denda yang boleh dikenakan kepada penender iaitu dasar penegahan dari menyertai tawaran Kerajaan dan denda-denda lain jika ada.
7. Merujuk para 3.1.6, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022 pihak Syarikat adalah dimaklumkan bahawa **jika syarikat yang berjaya untuk mendapat tawaran mempunyai hutang dengan kerajaan**, maka syarikat berkenaan hendaklah bersetuju bagi **hutang-hutang berkenaan dibayar kepada Kerajaan melalui potongan bayaran perkhidmatan atau perbekalan yang ditawarkan**. Persetujuan itu hendaklah dimasukkan ke dalam Kontrak Perkhidmatan atau Perbekalan.
8. Merujuk para 3.1.7, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, **semua cukai kastam dan withholding tax** hendaklah dibayar oleh pihak Syarikat Tuan/Puan.

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9. Sila pastikan **cop syarikat** dan **tandatangan pengesahan** dibubuh pada setiap borang sebutharga / tawaran.
10. Borang sebutharga hendaklah **dikembalikan** ke Universiti Tekonogi Brunei jika sekiranya Syarikat Tuan/Puan **tidak dapat menawarkan harga (no quote)** pada tarikh tutup yang dinyatakan di atas.
11. Pihak Universiti tidak semestinya terikat untuk menerima sebarang tawaran termurah atau lain-lain tawaran.
12. Penghantaran barang-barang hendaklah sampai ke Universiti Teknologi Brunei mengikut jadual penghantaran yang dinyatakan di dalam sebutharga. Jika sekiranya pihak pembekal **gagal** menghantar barang-barang mengikut jadual penghantaran yang telah ditetapkan maka **tempahan akan dibatalkan**.
13. Sila sertakan **salinan resit pembayaran** atau **salinan bukti pembayaran (screenshot of payment details)** bagi pembayaran yang dibuat pada saat akhir.
14. **Resit rasmi** akan dikeluarkan oleh pihak UTB selepas Bahagian Kewangan. Pejabat Bendahari menerima **laporan BIBD** iaitu sekurang-kurangnya 24 jam setelah pembayaran dibuat oleh pihak vendor. - **bagi sebutharga di bawah peruntukan UTB (Kerajaan Brunei Darussalam)**.
15. Manakala, **resit rasmi** akan dikeluarkan oleh pihak TABUNG UTB selepas pembayaran telah dibuat oleh pihak vendor dan disahkan oleh Bahagian TABUNG UTB, Pejabat Bendahari. - **bagi sebutharga di bawah peruntukan TABUNG UTB**.
16. Sebarang pertanyaan mengenai keterangan sebutharga, sila **hubungi pihak pengguna** secara emel atau melalui nombor talian yang disediakan pada muka surat akhir borang sebutharga.

Sekian.

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TARIKH TUTUP / CLOSING DATE:
19 NOVEMBER 2024 (2.00 PETANG)

BIL. SEBUTHARGA / QUOTATION NO.:
UTB/QTN/2024-2025/EST/24

TARIKH/DATE: 06 NOVEMBER 2024

NOTA*
SILA HANTAR SEBUTHARGA TERUS KEPADA:
PEJABAT KEWANGAN
1F.34 TINGKAT 1 BLOK F
UNIVERSITI TEKNOLOGI BRUNEI
LEBUHRAYA TUNGKU GADONG BE1410
NEGARA BRUNEI DARUSSALAM

TAJUK SEBUTHARGA:
MINOR CONTRACT FOR JANITORIAL AND HOUSEKEEPING SERVICES AT UNIVERSITI TEKNOLOGI BRUNEI,
NEGARA BRUNEI DARUSSALAM

1. CONTRACT DURATION

The duration of the contract shall be for a period of six (6) months OR until the **Cumulative Contract Value reaches B\$49,999.99** (whichever comes first).

2. GENERAL

- a. Materials to be used shall be of the best quality approved by the S.O. Workmanship and shall be equal to the best in prevailing trade practices. The Contractor shall ensure that all materials are stored properly to prevent deterioration and any handling or transporting of the materials shall be done with care to prevent damage.
- b. Materials, which fail to comply with requirements of the specifications, will be rejected and shall be removed from site forthwith. No claim will be entertained if there is any delay arising thereof.

3. SCOPE OF WORK

- 3.1.** The scope of work includes but not limited to provision of all labour, materials, tools, machineries, equipment, cleaning detergents / chemical etc. for cleaning / housekeeping at Universiti Teknologi Brunei (UTB) campus' assets as specified below.

The total number of workers shall be **THIRTEEN (13)**, including **TWO (2)** full-time Supervisors per working day.

****SUCCESSFUL BIDDERS MUST PROVIDE SUFFICIENT NUMBERS OF FEMALE CLEANERS FOR CLEANING PURPOSES AT FEMALE PRAYER ROOMS / TOILETS / REST ROOMS.**

a.

PHASE 1 AND PHASE 2 (1 supervisor)

- Academics and Administration, Block A and Block F
- Mechanical Engineering Laboratory, Block B
- Electrical Engineering Laboratory, Block D
- Security Post
- Research Centre, Pearl Building, Block G
- Civil Engineering Laboratory, Block C
- School of Design
- Office (Unit Penghapusan) at Old Canteen, Behind Block A
-

PHASE 3 (1 supervisor)

- Administration Block
- Civil Engineering Block A
- Civil Engineering Block B
- Petro-Chemical Engineering Block
- Dining Hall and Student Centre (Canteen)
- Library and Lecture Hall
- Surau
- Multi-Purpose Hall
- School of Applied Sciences and Mathematics

b. Common Areas such as:

- Walkways
- Corridors
- Foyers
- Stairs
- Reception Areas
- Conference and Meeting Rooms
- Common Rooms
- Toilets and Washrooms
- Drop-off Zone
- Storerooms 1, 2 and 3
- Fire escape stairs
- Lecture and Tutorial Rooms
- Offices
- Laboratories and Workshops
- Loading and Unloading Areas
- Pantries
- Prayer Rooms
- Sport Courts Area (Netball & Futsal)
- External Compound and Parking Areas
- Perimeter Apron

3.2. The contractor shall be considered to have visited the site and shall have taken into account all relevant aspects of the works. The areas are as shown on attached drawing and as directed by S.O. The Government reserves the right to accept quotations only from those contractors who have visited the site.



4. **HOURS OF WORK:**

- a. The working hours are as follows:

Monday-Thursday & Saturday	:	7.30 am to 4.30 pm
Break	:	12.00 noon to 1.00 pm
Friday	:	7.30 am to 4.30 pm
Break	:	12.00 noon to 2.00 pm

- b. During **Ramadhan** months, the working hours are as follows:

Monday-Thursday & Saturday	:	8.00 am to 3.30 pm
Friday	:	8.00 am to 12.00 noon

- c. No work shall be done on **Sunday or any public holiday**.

5. **CHECKLIST FOR SUBMISSION (WORK PROGRAMME, MONTHLY REPORT AND CLEANING CHECKLIST)**

- a. The comprehensive completion **programme and report** with photos certified by the employer must be submitted **MONTHLY** as a requirement for progress payment.
- b. **Cleaning Checklist Activities to be provided and submitted weekly.**
- c. **Standard Checklist Forms** are to be provided by the Contractors and posted on each door.
- i) **Toilets checklist**
 - ii) **Vacuuming carpet area checklist**



6. **CONTRACTORS STAFF**

- a. The Contractor shall provide and employ skilled or semi-skilled workmen in numbers thereof as numerated in section 3 to ensure the proper and efficient execution of the works. Such workmen employed shall be in possession of the necessary work permits to allow them to work in Brunei Darussalam.
- b. The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the building or compound or any site, any person employed by the Contractor, who in the opinion of the Employer has misbehaved himself, or is incompetent or negligent in the performance of Employer to be undesirable. Any person so removed from the works shall be replaced as soon as practicable by a competent substitute approved by the Employer.
- c. In the event of shortage of cleaning staff due to absenteeism / medical or annual leave, the Contractor shall take immediate steps to provide temporary replacement(s) to comply with the specifications as specified in Section "B" and such replacement(s) must be presented before the Employer's representative (not later than three (3) hours after the commencement of any shift). For failure to provide such replacement(s) the Contractor shall be liable to pay liquidated damages in the scale shown hereunder: -

<u>Failure to provide</u>	<u>Amount of Damages Payable</u>
1. Supervisor / Cleaners	\$30 per supervisor per day

The amount of damages shall be deducted from the Contractor's bill for the current month, but not without prior notice to the Contractor.

- a. However, the employer may waive such amount of damages payable if the Employer is satisfied that the Contractor can give satisfactory reasons for staff shortage.
- b. The contractor shall before the commencement of the contract provide the employer's representative with a list showing the names and other particulars of the cleaning staff employed for the contract.

7. **UNIFORM / WORK ATTIRE**

The contractor shall be required to provide the cleaning staff the uniform acceptable to the Employer. Each uniform provided should be distinct in color from the other workers employed by other organizations at the complex.

8. **SAFETY ARRANGEMENTS**

- a. The Contractor shall at all times observe and comply with all prevailing laws and regulations relating to safety now and thereafter in force and shall bear all costs in connection with the compliance of same.
- b. The Contractor shall be responsible to take all safety precautions to eliminate danger to his / her workmen, the general public and property of others.
- c. Proper warning signboards and barriers are to be erected and maintained during the progress of work which may be endangering the safety of the staff working there or others. The warning signboards and barriers shall be sufficiently large to attract attention and shall include words such as "Danger", "Keep out" etc as appropriate.

9. IRREGULARITIES COMMITTED

- a. Should the Contractor be found to have committed any irregularities such as omitting cleansing materials, using inferior materials or workmanship or creating nuisance in the buildings to the inconvenience of the Employer or the public or other act at which are likely to bring the Estate Management Unit, UTB into disrepute, the Employer reserves the right to charge the contractor liquidated damages in the sum not exceeding \$ 2,000/- per occasion. Thereafter, the regular work shall be made good to the satisfaction of the Employer at the Contractor's expense.
- b. For any minor breach of the conditions of the contract, the following action shall be taken:
- Issue verbal warning on first day of offence.
 - Issue a warning letter if an offence is repeated for a second time within a month or when no action has been taken to correct the irregularities.
 - Issue a final warning if an offence is repeated for a third time in a month or when contractor fails to correct the irregularities within the given time, before liquidated damages are imposed.

10. CLEANING EQUIPMENT AND MATERIALS

- The Contractor shall supply all necessary equipment machine, instruments, tools and materials for the efficient execution of the works including floor-burnishing machine, power sweepers, vacuum cleaners, suction machines and clean air vacuum.
- The Contractor shall also provide wicker baskets lined with polythene, trolleys with rubber castor for the transportation of wicker baskets, barriers, mops, brushes, methylated spirit, cloths, chamois, leather dusters, soaping powder, toilet cleaners, mirror cleaners, emulsion polish for floor, furniture and partitions, floor sealers, disinfectants, deodorants blocks and other materials all approved from design, type, made and brand as may be directed by the Employer / S.O

The following list indicates plant and materials that may be approved for use in the execution of the works.

				STATED BRAND
10.1.1	Liquid wax polish	:	Any suitable brand	_____
10.1.2	Detergent / disinfectant	:	Any suitable brand	_____
10.1.3	Mirror cleanser	:	Any suitable brand	_____
10.1.4	Vacuum cleaner and suction machine	:	Any suitable brand	_____
10.1.5	Clean Air Vacuum	:	Any suitable brand	_____
10.1.6	Sweeper	:	Any suitable brand	_____
10.1.7	High Power Jet Pressure	:	Any suitable brand	_____
10.1.8	Toilet Deodorizer	:	Any suitable brand	_____
10.1.9	Toilet Paper	:	Any suitable brand	_____
10.1.10	Toilet Gel Air Freshener	:	Any suitable brand	_____
10.1.11	Mops (Dry and Wet Mops, Dust Mops etc)	:	Any suitable brand	_____
10.1.12	Squeegee Tool	:	Any suitable brand	_____
10.1.13	Brooms	:	Any suitable brand	_____
10.1.14	Cleaning Towels	:	Any suitable brand	_____
10.1.15	Backpack blower	:	Any suitable brand	_____

- The above brand of products is indicative of the quality of products to be used and the contractor shall be required to state the brand of products which he / she intends to use.
- The Employer shall have the absolute discretion to determine the quantum of adequacy for toilet requisites.
- **COLOR CODED CLEANING FOR MATERIAL, TOOLS, ETC is COMPULSORY** to prevent cross contamination during the cleaning process. It is simple but important step that will make a large contribution to hygiene standards and the elimination of cross infection.

No.	Color code	Area
1	Red	High risk area such as toilets and washrooms
2	Yellow	Medium risk area such as kitchen, food preparation and canteen area
3	Green	Low risk area such as corridor, walkway and public area



	SCOPE OF WORKS				
Items	Description				
	<p>Supply of all labours, materials, tools equipment, machineries, ladder, scaffolding, etc. for</p> <p>MINOR CONTRACT FOR JANITORIAL AND HOUSEKEEPING SERVICES AT UNIVERSITI TEKNOLOGI BRUNEI, NEGARA BRUNEI DARUSSALAM</p> <p>which include Preliminaries as required to comply with the <i>Conditions of Contract and Specification</i> inclusive of all necessary insurance coverage (Workmen Compensation and Public Liability) as required throughout duration of contract period, site and public access cleaning, safety requirement, transportation and etc. for the proper execution of the following work to be carried out:</p>				
1.0	SCOPE OF WORKS	Unit	Qty	Rate	Amount
1.1	Vacuuming of carpet areas include not limited to: <ul style="list-style-type: none"> Chancellery corridor's offices / rooms Conference rooms Lecture Theatres Library Surau Offices Other Areas (Will be informed by S.O.) 	Twice A Week	48		
1.2	Floor Tiles / Timber Laminated or Vinyl Rubber Flooring <ul style="list-style-type: none"> Moping Sweeping 	Daily	180		
1.3	Toilet / Pantries / Ablution Clean toilet sanitary fitting & washbasin (Two (2) times a day)	Daily	180		
1.4	Replenish sanitary supplies such as; liquid soap and toilet tissues NOTE: All toilet cubicles must have their own toilet rolls and must be replenished once finished.	Weekly	24		
1.5	Replenish toilet supplies such as; scented urinal tablets at main toilets (1F.23, 1F.01 and 1F.04)	Weekly	24		
1.6	Replenish toilet gel air freshener for all toilets in this campus	Monthly	6		
1.7	Wipe Clean <ul style="list-style-type: none"> Internal Glass window External Glass Window Remove spider webs on the ceiling & walls. Handrails 	Weekly	24		
1.8	Dustbin <ul style="list-style-type: none"> Empty/Wipe/Wash all Dustbin - including replenish of bin plastic 	Daily	180		
1.9	External Compound Collecting and clearing rubbish to UTB dumping site behind Chiller Building	Daily	180		
TOTAL AMOUNT OF SCOPE OF WORK =					

NOTE:

- 1) Contractors are advised to **SITE VISIT** before quoting the price.
- 2) For company registered under Companies Act, Chapter 39 (Sdn Bhd or Berhad), a valid Copy of Certificate of Tax Compliance 'COTC' certified by Revenue Division, Ministry of Finance and Economy must be enclosed with the submitted quotation.
- 3) List of cleaners with IC no, proposal chart for distribution of cleaners location in UTB with photos. (Upon awarded)
- 4) For any inquiries and to make appointment for site visit, please contact: +6732461020-9 extension 1117 or email estate.helpdesk@utb.edu.bn
- 5) Method of payment: online payment to **UTB-GOV PAYMENT**
- 6) Proof of payment must be submitted to payment.info@utb.edu.bn and procurement.finance@utb.edu.bn
- 7) Receipt will be issued after payment transaction has been verified by UTB Finance Section. (after 24 hours)
- 8) For **urgent submission** of quotation document, please **attach proof of payment**.

Company Name:	Contact Name:
Quotation Validity (minimum six (6) months):	Contact Tel:
Completion Period (maximum six (6) months):	Designation:
	Email address:



TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

1. Before tendering, the tenderer shall visit the site where the Works are to be carried out and shall also carefully examine the relevant Terms and Conditions of Contract, Drawings, Specification and all other accompanying schedules, etc.

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the Contract Administrator (C.A.), Universiti Teknologi Brunei. The C.A.'s decision shall be final and binding upon the Contract.

On tendering, the tenderer shall be deemed to have examined the documents referred to above and shall be bound by the terms and conditions therein.

2. Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration :-
 - (a) Valid Tenderer's Registration Certificate from the Ministry Of Development.
 - (b) Business Enactment Act Section 16 & 17.
 - (c) The Tender Form **MUST be signed by the Owner, or the Director of Shareholder(s) of the Company** stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 / or the tenderer's Registration Certificate from the Ministry of Development.
 - (d) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Tenderer's Registration Certificate from the Ministry Of Development. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.

Tender documents must be duly completed, signed and dated. Any tender which is incomplete or unsigned will render the tender to be rejected.

3.
 - (a) Tenders and documents in connection therewith as specified above , must be delivered to the place at or before the time specified.
 - (b) In the case of the tender not being delivered by hand, the tenderer must arrange for his / her tender and other documents to be posted in time to reach the stipulated place by not later than the time stated.
 - (c) In no case will the Government be responsible for any expense or loss incurred by a tenderer in the preparation of this tender.

Tenders shall remain valid for **9 MONTHS** from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

4. The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
6. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
7. The tender fee shall be **BS10.00 ***.
8. No unauthorised alteration or use of 'blanco' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
10. The tender must be done in the official printed tender forms which is available from the **FINANCE SECTION, UNIVERSITI TEKNOLOGI BRUNEI, NBD.**

The completed tender documents are to be lodged on or before 2.00 PM on 19/11/2024 in a sealed enveloped addressed to :-

QUOTATION (QTN BOX)

**FINANCE SECTION,
UNIVERSITI TEKNOLOGI BRUNEI,
NEGARA BRUNEI DARUSSALAM.**

The top part of the sealed envelope must be written stating the following :-

Quotation No. : UTB/QTN/2024-2025/EST/24 Quotation Closing Date : 19/11/2024
Title : MINOR CONTRACTOR FOR JANITORIAL AND HOUSEKEEPING SERVICES
AT UNIVERSITI TEKNOLOGI BRUNEI. NEGARA BRUNEI DARUSSALAM.

* Delete As Necessary



UNIVERSITI TEKNOLOGI BRUNEI
ESTATE MANAGEMENT UNIT
NEGARA BRUNEI DARUSSALAM



1. _____
2. _____
3. _____

FOR OFFICIAL USE ONLY.

Quotation For : MINOR CONTRACTOR FOR JANITORIAL AND HOUSEKEEPING SERVICES
AT UNIVERSITI TEKNOLOGI BRUNEI, NEGARA BRUNEI DARUSSALAM.

Quotation No : UTB/QTN/2024-2025/EST/24 Closed On : 19/11/2024 Receipt No. : _____

PART A - AGREEMENT

1.0 On behalf of _____
I, the undersigned, agree to carry out the above Works/Service/Supply* for a sum of B\$ _____
(Brunei Dollars _____)

within a period of _____ Days / Weeks / Months* in accordance with the terms and conditions below.

2.0 Name & Signature : _____
As Owner /Director* (_____)

2.1 IC No. : _____

2.2 Name & Signature : _____
of Witness (_____)

2.3 IC No. : _____

2.4 Address : _____

2.5 Telephone No. : _____ Fax No. : _____ E-mail : _____

2.6 Date : _____

Company Stamp

FOR OFFICIAL USE ONLY.

3.0 On behalf of the Brunei Government, I accept your offer to carry out all/ items* _____
of the above for a sum of B\$ _____ (Brunei Dollars _____)

within a period of _____ Days / Weeks / Months* in accordance with the terms and conditions below.

4.0 _____
(_____)

4.1 _____
For Director General of Public Works

4.2 Name & Signature : _____
of Witness (_____)

4.3 Address : _____

4.4 Telephone No. : _____ Fax No. : _____ E-mail : _____

4.5 Date of Contract : _____

5.0 The Contract Administrator is : _____

6.0 The Starting Date is on : _____

* Delete as necessary

Department Stamp

PART B - TERMS OF QUOTATION

1.0 BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

- 1.1.1 To provide access at proper times for the Contractor to do his work.
- 1.1.2 To provide all information and facilities stated in this contract to enable the Contractor to do his work.
- 1.1.3 To pay the Contractor as provided in this Contract.
- 1.1.4 To assign a Contract Administrator to administer this Contract.
- 1.1.5 May take out or renew insurances referred to in Clause 1.2.4 below if the Contractor fails to do so.

1.2 Overall Obligations of the Contractor:

- 1.2.1 To finish the Works to the quality standards provided in this Contract within the timeframes and completion period provided in this Contract.
- 1.2.2 To cooperate with all other Contractors working on the project and not to disrupt them or cause damage to them.
- 1.2.3 To provide a collateral warranty containing a similar obligation as under this Contract directly to a third party if requested by the Contract Administrator.
- 1.2.4 To provide and maintain valid Contractor's all risks insurance policy at all times.

1.3 Instructions & Certifications

- 1.3.1 The Contract Administrator can issue instructions and certifications including job orders to the Contractor on anything relating to the Works.
- 1.3.2 All instructions, certifications and job orders must be in writing, dated and clearly identified as Contract Administrator's instructions, certifications or job orders.
- 1.3.3 The Contractor must comply with all instructions, certifications and job orders issued by the Contract Administrator.
- 1.3.4 The Contract Administrator may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.3, and the Contractor shall pay for all extra costs incurred.

2.0 QUALITY, HEALTH AND SAFETY

2.1 Quality

- 2.1.1 The Contractor must do his work based on the documents referred to in this Contract and other instructions and information given to him by the Contract Administrator.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Contract Administrator must inform the Contractor of the shortfall(s). The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), The Contract Administrator may arrange others to rectify the shortfall(s). The Contract Administrator can also certify either:
 - (a) The cost of rectifying such shortfall(s); or
 - (b) The reduced value of the completed Works due to such shortfall(s)as provided in the payment certification clause.
- 2.1.4 The Contract Administrator can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix) after the Contract Administrator confirms the Works is complete as provided in the completion clause.

2.2 Variations To Work

- 2.2.1 The Contract Administrator can issue instructions to vary the Works to be done.
- 2.2.2 If the Contract Administrator instructs the Contractor to vary any of the Works and there is a financial impact, the Contract Administrator must certify the value of the variation work as provided in the payment certificate clause.
- 2.2.3 The Contract Administrator must value the variation work using the Summary of Works rates. If there are no Summary of Works rates then using schedule of rates or if neither are available using fair market rates.
- 2.2.4 This shall be done in a written certificate clearly identified as Variation Order Certificate.

2.3 Health and Safety

- 2.3.1 The Contractor must keep the site clean and safe at all times.
- 2.3.2 The Contractor must comply with all laws and regulations relating to Health and Safety Act, if any.

3.0 TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

- 3.1.1 If not stated in this Contract, the Contract Administrator will inform the Contractor when to start work in writing.
- 3.1.2 The Contractor must progress with the Works in a regular and diligent manner.
- 3.1.3 The Contract Administrator can instruct the Contractor to stop and restart at any time.
- 3.1.4 The Contractor must finish all the Works within the deadlines stated in this Contract or as instructed by the Contract Administrator.

3.2 Adjusting Time for Completion

- 3.2.1 If the Government or Contract Administrator or anyone within either of their responsibility or control (which includes other contractors on site), or anything beyond the Contractor's control, disrupts the Contractor from finishing within the completion period, the Contract Administrator must assess the impact of this disruption on the Contractor's work to be done.
- 3.2.2 If any Completion Date is affected the Contract Administrator must adjust the Completion Date.
- 3.2.3 This must be done in a written certificate clearly identified as Extension of Time Certificate.

3.3 Completion

- 3.3.1 When the Contractor practically completes all the Works, he may inform the Contract Administrator stating he has completed.
- 3.3.2 The Contract Administrator must decide when the Works was actually practically completed by the Contractor.
- 3.3.3 This decision must be in a written certificate clearly identified as Certificate of Practical Completion.
- 3.3.4 The Contract Administrator must decide when all obligations of the Contractor are fully discharged.
- 3.3.5 This decision must be in a written certificate clearly identified as a final completion certificate.
- 3.3.6 This must be done after the end of Defects Liability Period (as stated in the Appendix) or when the Contractor has rectified all the shortfall(s) including Works that is not according to this Contract and any other breach of Contract by the Contractor identified by the Contract Administrator, whichever is later.

3.4 Delayed Completion

- 3.4.1 If the Contractor does not finish within any deadline he shall pay Liquidated and Ascertained Damages due to the delay to the Government as provided in the payment certification clause.
- 3.4.2 Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completes the Works.

4.0 PAYMENT CERTIFICATION

4.1 Claims and Payment Certificate

- 4.1.1 The Contractor must submit a claim for the Works done before payment certificate can be issued.

4.2 Contents of Payment Certificate:

- 4.2.1 The payment certificate must include the following:
- 4.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates or schedule of rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the Contract Administrator and properly done by the Contractor.
- 4.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually practically completes the Works.
 - (b) The value of any shortfall(s) due to work done according to this Contract or due to any other breach of this Contract by the Contractor which the Contract Administrator has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Contract Administrator can certify either:
 - (i) The cost of rectifying such shortfall(s) by others; or
 - (ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.
 - (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including work that is not done according to this contract and any other breach of contract by the Contractor identified by the Contract Administrator.

4.2.4 The Net Amount Payable is the amount the Government must pay to the Contractor. This is calculated by:

- (i) Adding the total under additions above;
- (ii) Deducting the total of all deductions above; and
- (iii) Deducting the cumulative amount certified previously.

4.2.5 The Contract Administrator may deduct any monies owed by the Contractor to the Government under this or any contract from the Contractor's payments.

5.0 TERMINATION OF CONTRACT

5.1 If the Contractor:

- (a) Suspends the Works before completion without any reasonable cause;
- (b) Fails to proceed with the Works within the time stated in the Contract Administrator's instructions;
- (c) Fails to comply with the Contract Administrator's instructions;

for fourteen (14) days after a notice sent to the Contractor, the Contract Administrator can determine this contract by a written notice.

5.2 If the Contractor:

- (a) Becomes bankrupt; or
- (b) Goes into liquidation; or
- (c) Is guilty of any offence under the Prevention of Corruption Act (Chapter 131) or an offence under sections 161 to 165 or 213 to 215 of the penal code (Chapter 22).

this Contract is terminated by a written notice.

5.3 In either (5.1) or (5.2) above, the Contract Administrator may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

PART C - APPENDIX

1.0	Completion Date: (If not stated, to be instructed by the Contract Administrator. If more than one completion period, identify the scope of Works for each completion period)	<u>6</u> Months
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	B\$ <u>N/A</u> Per Day
3.0	Shortfalls / Defects Liability Period: (If none stated, SIX (6) MONTHS from the date of completion)	<u>06</u> Months
4.0	Retention Sum	<u>05</u> % of the Contract Sum

LAMPIRAN 'C'

SURAT PENGESAHAN

PENENDER / PEMBORONG / KONTRAKTOR / PENGUSAHA / PEMBEKAL MEMILIKI PREMIS
PERNIAGAAN / PREMIS PERNIAGAAN

Nama syarikat: _____

Alamat premis perniagaan: _____

Poskod: _____

No. telefon pejabat / premis pejabat: _____

No. faks pejabat / premis perniagaan: _____

No. telefon bimbit: _____

BIL.	NAMA PEMILIK SYARIKAT	BILANGAN KAD PINTAR	WARNA	BANGSA
1				
2				
3				
4				
5				

Nama Pengurus: _____

Bangsa: _____ Bil. kad pintar: _____ Warna: _____

No. telefon: _____

Sukacita memaklumkan bahawa segala keterangan di atas adalah **benar**.

_____]

Tarikh: _____

COP RASMI
SYARIKAT

LAMPIRAN 'C1'**PENGESAHAN UNTUK DIISIKAN OLEH PEMBEKAL / PEMBORONG**

NAMA SYARIKAT : _____

ALAMAT SYARIKAT : _____

BORANG SENARAI PROJEK-PROJEK / PEMBELIAN / PEROLEHAN / PEMBEKALAN / PEMELIHARAAN / PEMBAIKAN / PERKHIDMATAN-PERKHIDMATAN YANG SEDANG DILAKSANAKAN DAN YANG TELAH DILAKSANAKAN.

BIL.	TAJUK PROJEK	
	SEDANG DILAKSANAKAN	TELAH DILAKSANAKAN

TANDATANGAN : _____

NAMA PEMILIK SYARIKAT /
KETUA PEGAWAI EKSEKUTIF : _____
(CEO) / PENGARAH

TARIKH : _____

COP RASMI SYARIKAT

***Nota:**

1. **TAWARAN** – Untuk diisikan dan disertakan bersama-sama dengan perkara-perkara berikut:-
 - i) Sokongan tawaran yang dihadapkan sama ada kepada Pengerusi Lembaga Tawaran Negara, Kementerian Kewangan atau Lembaga Tawaran Kecil, Kementerian Pendidikan – DIISIKAN / DILENGKAPKAN OLEH PENGGUNA.
 - ii) Borang Lampiran 'C' – Borang Pengesahan Memiliki Premis Perniagaan (*Business Premise*)
 - iii) Borang Lampiran 'C2' – Borang Perakuan Kesanggupan Pembekal.
 - iv) Sijil 16 & 17 dan Borang Lampiran 'C', 'C1' dan 'C2' hendaklah disertakan pada setiap borang dokumen tawaran asal.
2. **SEBUTHARGA** – Untuk diisikan dan disertakan bersama-sama dengan perkara-perkara berikut:-
 - i) Borang A1 dan A2 atau Borang B1 dan B2 – DIISIKAN / DILENGKAPKAN OLEH PENGGUNA.
 - ii) Borang Lampiran 'C' – Borang Pengesahan Memiliki Premis Perniagaan (*Business Premise*)
 - iii) Borang Lampiran 'C2' – Borang Perakuan Kesanggupan Pembekal.
 - iv) Sijil 16 & 17 dan Borang Lampiran 'C', 'C1' dan 'C2' hendaklah disertakan pada setiap borang dokumen tawaran asal.

DIISIKAN /
DILENGKAPKAN
OLEH PENENDER.DIISIKAN /
DILENGKAPKAN
OLEH PENENDER.

LAMPIRAN 'C2'

Rujukan UTB/F1/1.7.1/2024-2025

Kepada:
Pengerusi
Jawatankuasa Sebutharga Universiti Teknologi Brunei
Universiti Teknologi Brunei
Negara Brunei Darussalam

Tuan / Puan

PER: BORANG PERAKUAN KESANGGUPAN PEMBEKALAN

* **Sukacita / Dukacita** membuat pengesahan perakuan bahawa syarikat _____ ***bersetuju / tidak bersetuju**
untuk membuat pembekalan barangan / perkakas / peralatan / perkhidmatan sebagaimana yang
dinyatakan dalam sebutharga bilangan _____

Tandatangan : _____

Nama : _____

Tarikh : _____

(Pemilik Syarikat / CEO / Pengarah)

COP RASMI SYARIKAT

COMPANY'S OFFICIAL STAMP

[Merujuk Surat Kementerian Kewangan dan Ekonomi, Brunei Darussalam, rujukan bil. H/EU/SA 02 bertarikh 21 Jun, 2021, syarikat-syarikat yang ikut serta di dalam tawaran / sebutharga Kerajaan yang berdaftar di bawah Akta Syarikat, Penggal 39 (lazimnya **Sdn Bhd** dan **Berhad**) adalah dikehendaki untuk menghadapkan **Sijil Pematuhan Cukai (COTC)** yang disahkan oleh Bahagian Hasil, Kementerian Kewangan dan Ekonomi, Brunei Darussalam.

[With reference to Letter from Ministry of Finance and Economy, Brunei Darussalam, ref. no: H/EU/SA 02 dated 21 June, 2021 - companies participating in government tender/quotation, registered under the Companies Act, Term 39 (usually **Sdn Bhd** and **Berhad**) are required to present a **Certificate of Tax Compliance (COTC)** certified by Payment & Revenue Collection Section, Ministry of Finance and Economy, Brunei Darussalam]

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***Sila kembalikan borang C2** satu (01) minggu dari tarikh menerima Surat Lantikan iaitu pada /
Kindly return C2 form to Universiti Teknologi Brunei / one (01) week from date of receiving Letter of
Award on _____.

Pengesahan Penerimaan Jabatan	:	
Tarikh Penerimaan Pembekalan (Hendaklan mengikut seperti yang telah dinyatakan di dalam borang dokumen tawaran asal / kebenaran)	:	

***Sila potong yang tidak berkenaan**