



JP/T8/2009

MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK DI GUDANG 3 JABATAN PELABUHAN

OPEN TO COMPANIES REGISTERED WITH MINISTRY OF DEVELOPMENT

CLASS: II & III ONLY

WORK CATEGORY: 7

AND

CONTRACTORS / SUPPLIERS REGISTERED WITH DEPARTMENT OF ELECTRICAL SERVICES

THIS TENDER DOCUMENT SHOULD BE HANDED OVER TO THE MINI TENDER BOARD,
MINISTRY OF COMMUNICATIONS

ADDITIONAL REQUIREMENT TO ALL INTERESTED PARTIES:

- 1 TIME FRAME OF THE PROJECT: **3 MONTHS.**

- 2 **NO EXTENTION OF TIME IS ALLOWED**

- 3 FAILURE TO COMPLETE THE PROJECT WITHIN THE TIME FRAME GIVEN WILL RESULTS IN IMPOSING PENALTY, **BND\$500.00 PER DAY**

CLOSING DATE:

TUESDAY, 30th JUNE 2009

BIDDING DOCUMENTS WILL BE **ISSUED UP TO 23 JUNE 2009**, A WEEK BEFORE CLOSING DATE.

TABLE OF CONTENTS

SCHEDULE A	:	INSTRUCTION TO TENDERERS
SCHEDULE B	:	TERMS AND CONDITIONS OF TENDER
SCHEDULE C	:	TENDER PRICE
SCHEDULE D	:	BILL OF QUANTITIES

**JP/T8/2009 - MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK DI GUDANG 3
JABATAN PELABUHAN**

Sealed bids are invited for the **JP/T8/2009 MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK
DIGUDANG 3**

1. Bidding Documents can be obtained from:-

**CORPRATE DIVISION
GROUND FLOOR
PORTS DEPARTMENT
NEGARA BRUNEI DARUSSALAM.**

Requests for bidding document should be accompanied with a non-refundable document fee of **BRUNEI DOLLARS FIFTY ONLY (\$50.00) IN CASH.**

BIDDING DOCUMENTS WILL BE ISSUED UP TO 23 JUNE 2009, A WEEK BEFORE CLOSING DATE.

TIME & PLACE FOR SUBMISSION OF BIDS

2. The bid (s) must be sent in a sealed, plain envelope with the following requirements: -

- (a) **JP/T8/2009 MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK DIGUDANG 3** must be clearly written on the front side of the envelope.
- (b) The envelope used must NOT bare the name of any company or supplier.
- (c) The envelope must be addressed to: -

**THE CHAIRMAN
MINI TENDER BOARD COMMITTEE
4TH. FLOOR, MINISTRY OF COMMUNICATIONS BUILDING
JALAN MENTERI BESAR
NEGARA BRUNEI DARUSSALAM.**

- (d) The bids will be received only until **TUESDAY, 30th JUNE 2009**

GENERAL INSTRUCTIONS

1. These instructions are intended to serve as a guide in the preparations of bids
2. With the submission of a bid, the bidder acknowledged that, he has carefully examined in detail all the bid documents, including, but not limited to schedules, drawings, specifications and contractual documents.

3. **REQUESTS FOR CLARIFICATIONS OR ADDITIONAL INFORMATION: -**

Any requests for clarification or additional information regarding the tender to be quoted for, or any aspects of the bid documents must be submitted to the Department in writing. **Such submissions should reach the Department at least seven (07) days before the deadline for receipt of bids.** If the Department determines that clarification or additional information is needed, he will finish such material in writing to all prospective Bidders.

4. **ADDITIONAL: -**

Oral clarification, instructions, or modifications will not be binding on the Department

5. **MODIFICATION OF BID DOCUMENTS BY BUYER: -**

If the Department decides to modify, correct or clarify any of the Bid documents or make an extension of the closing date for receipt of bids, documents etc, the addendum shall become part of the bid and shall be signed by the Bidder and included with his bid. Failure to do so may disqualify the bid.

6. **BID PRICE AND CURRENCY OF BIDS: -**

- (i) The Bid price should be given in Brunei Dollars.
- (ii) Bids submitted in currency other than Brunei Dollars will be rejected, as non-responsive.
- (iii) Bids shall be submitted in duplicate on a firm price basis. Bids, which contain escalation provisions, will be rejected as non-responsive.
- (iv) All offers should be clearly and precisely stated and supported with technical drawings, descriptions and illustrated literature certified by the Bidder.

7. **VALIDITY OF BIDS: -**

Bids shall be valid, firm and irrevocable for a period of **at least sixty (60) calendar days** from the date of bid opening. Bids submitted on any other basis will be rejected.

8. **MODIFICATIONS OR WITHDRAWAL OF BIDS: -**

Bidders may modify or withdraw their bids by telegraphic notice followed by a written confirmation or letter to the office designated for receipt of bids, provided such modification or withdrawal is received prior to the deadline hour and date specified for receipt of bids. Bids thus withdrawn shall be returned.

9. No bids can be modified or withdrawn after the deadline set for the receipt of bids.

10. **DELIVERY OF BIDS: -**

(i) **The original and 2 copies of the bid** shall be placed in a sealed envelope or parcel, clearly marked in capital letters on the front side upper left hand corner of the cover as: -

JP/T8/2009 MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK DIGUDANG 3

Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect bids from any delivery point.

(ii) Bidders shall bear all expenses incurred in the preparation and delivery of the bids, No claims will be entertained for the refund of such expenses.

(iii) Any Bidder, who wishes to receive an acknowledgement or receipt of the bid, should make a request in a separate letter attached to, but not included in the sealed bid package.

11. **EVALUATION AND COMPARISON OF BIDS: -**

All bids will be evaluated and compared on the following basis: -

(i) Compliance with general conditions.

(ii) Compliance with the technical specifications.

(iii) Bid price.

(iv) Acceptable completion period.

12. **AWARD OF CONTRACT: -**

- (i) The Department serves the right to accept or reject any or all bids or to waive any informality minor deviation or omission.
- (ii) Contract award will be made to the Bidder whose responsive bid has been determined to be the lowest evaluated bid, and who meets the necessary standards of capability.

13. **PERFORMANCE BOND REQUIREMENTS: -**

Within fifteen (15) days from the receipt of notice of the award, the successful Bidder shall agree to submit a guarantee from a Bank, acceptable to the Department for an amount equivalent to not less than 10% of the total price of the project, in the form of a performance Bond from a Bank.

Failure to provide appropriate performance bond within fifteen (15) days from the receipt of notice of award until completion of the project will directly lead to deduction of equivalent amount from the bid price.

This performance Bond shall guarantee the completion of all obligations under the equipment supply agreement. **The aforesaid bond shall be released not later than three (03) months after the date of final inspections and work completion.**

- (i) It will also be the responsibility of the successful bidder to **renew the validity of the Performance Bond, timely as and when necessary, thus a valid performance bond will be available with the Department throughout the period until the successful Bidder fulfills all obligations under the agreement.**

14. **TIME SCHEDULE AND COMPLETION**

Bidders should finish along with their Bids a schedule indicating clearly all activities in executing this project until final completion and handing over of the completed project.

15. Bidders should confirm with their bids that a **technically qualified person will be supervising the project from begin until and completion of the project** that such supervisor will be available at the site throughout the installation period to enable our Engineer to discuss matters.

16. Insurance: -

- (i) Insurance shall be the responsibility of the **successful Bidder who shall provide coverage for all items against transit to site and other hazards incidental to transport, delivery to site, assembly, commissioning and final acceptance by the department.**
- (ii) The coverage shall be such as to allow **complete replacement of any item lost or damaged until acceptance by the Department.**
- (iii) The insurance shall **cover the entire period from the date on which the Tender is awarded until final acceptance by the department.**

17. **INSPECTIONS AND ACCEPTANCE: -**

- (i) An Inspecting Engineer appointed by the department and conveyed to the successful Bidder at the time of award will undertake inspection of materials and workmanship at site.
- (ii) Should any time **fail to meet the requirements of the specifications to the satisfaction of the department, the successful Bidder shall either replace the items supplied or undertake to make all necessary alterations at his own cost in a manner satisfactory to the department.**

18. **GUARANTEE: -**

- (i) The successful Bidder guarantees that the items supplied shall **be new and of first class quality workmanship and materials**, shall have no defect in design or manufacturer, shall have no deviations from the specifications, and shall be in all respects suited for the purpose intended.

The guarantee provided by the successful Bidder will be relief upon and strictly enforced by the department. **The guarantee shall be for a period of 12 months or an agreed specified period of running hours from the date of commissioning and of the handling over to the department.**

- (ii) The successful Bidder shall **remedy / replace from of cost to the Buyer, all defects in design, materials and workmanship**, which may develop under normal conditions and which have been called to the attention of the successful Bidder prior to the expiration of the guarantee period.

19. **LIQUIDATED DAMAGES: -**

- (i) The delivery, assembly and commissioning of the equipment shall be completed within the period specified in Part 2 Clause 14 of this document. If the successful Bidder shall fail to complete within the period specified there shall be **deducted from the Bid price as liquidated damages (not as penalty) a sum equivalent to Brunei Dollars \$500 for each day of delay.**
- (ii) **Delays in excess of 60 calendar days will be the cause for the forfeiture of the performance bond.**

20. **NOTICE OF DELAYS: -**

Should the successful Bidder encounter delays which may be excusable, he shall as a condition precedent to being relieved from liability for actual damages, liquidated damages, and excess costs, notify the department in writing of the cause of such delay **within 30 days from the beginning of the delay**, or within such further period as the department may allow. The department shall ascertain the facts and the extent of delay and extend the time if such an extension is justified. The department's decision thereon shall be final and conclusive.

21. **JURISDICTION: -**

The laws of Negara Brunei Darussalam shall apply to this contract for the supply of material.

22. The successful Bidder warrants that he has not given or promised to give any money or gift to any official or employee of the Buyer or any governmental instrumentality, or employee thereof, with the intent or objective of securing the award of this tender.

SCHEDULE B2

HEALTH & SAFETY AT WORK

1. All contractor workers should follow all rules and regulations set out in the port area. **Appropriate personal protection equipment should be worn all the time when they are in port area. All of them should be insured.**
2. All contractor workers should have a **valid work permit and identity card or passport. The contractor should obtain Port Entry Certificate from Port Facilities Security Officer** by giving all the required details such as list of workers. All workers should have valid I. C. or passport in order to be allowed to enter port area. The contractor must not be allowed his workers to work around the port area apart from project site. All contractor vehicles are not allowed to enter port area unless for loading of the materials and permission from Head of Security should be obtained prior to entering the port.
3. **The contractor should set up safety precautions such as notices, barriers etc at work site and personal protection equipment should be worn all time within port area.**

I (name)

as (position)

for (company name) have read

through the tender document, **SCHEDULE B1 & B2** of this tender document **and agree to accept all the terms & conditions that been stated in this document.**

I also agree to accept any action taken to the company due to failure abiding the terms & conditions mentioned in this tender document.

Signature

Name: _____

Date: _____

**PORTS DEPARTMENT
MINISTRY OF COMMUNICATIONS
BRUNEI DARUSSALAM**

TENDER FORM

To:

**Chairman of Mini Tender Board,
Ministry of Communication,
Ministry of Communication Building BB3510
Brunei Darussalam.**

Dear Sir,

REF: JP/T8/2009 MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK DIGUDANG 3

We, _____ hereby offer and undertake on the acceptance of this Tender for the **JP/T8/2009 MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK DIGUDANG 3** under the terms and conditions as provided in **Schedule B1 & B2**

We, the undersigned, hereby offer and agree to execute the works with the price stated below:

NO	DESCRIPTION / TENDER TITLE / TENDER NUMBER	PRICE
1	JP/T8/2009 MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK DIGUDANG 3	
GRAND TOTAL		

We undertake to execute an Agreement on the Terms and Conditions in this together with such further conditions, if any, agreed upon between Director of Ports and us. Until the said agreement is prepared and executed, this offer together with your written acceptance thereof under the hand of Director of Ports authorised officer shall constitute a binding Agreement between us.

We understand and agree that the Director of Ports reserves the right to accept or to reject all tenders and does not bind himself to accept the highest or any tender nor assign any reason for the rejection of any tender.

Dated this _____ day of _____ 2009.

Official Company's
Stamp

.....

Authorized Signature

.....

Witness's Signature

BILL OF QUANTITIES

JP/T8/2009 MEMBAIKI DAN MENGGANTI PENDAWAIAN ELEKTRIK DIGUDANG 3

NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	To provide skill technician and labors for execution of the jobs.	L/Sum		
2	Mobilization and demobilization including setting up safety precautions. To remove waste and debris from work site.	L/Sum		

INTERIOR MAINTENANCE / REPAIR FOR HIGH BAY LIGHT @ GUDANG 3				
3	1- To supply, deliver and install full set of 400w highbay luminaries	40 nos		
	2- To supply deliver and install 400w high pressure sodium light bulb	80 nos		
	3- To check & repair / replace any fault on the existing existing 108 nos highbay fitting @ Gudang 3 [approximate height 7 metres high] Items to be considered for replacement / repair are as follows: Choke, ballast, loose connections, light bulbs and other necessary items according to standard electrical troubleshooting procedures	1 lot		

	<p>4- To check & make good the electrical circuit & switches for the existing highbay fitting</p> <p>Items to be considered for replacement/ repair are as follows: On / off switches, timers, LCB, MCB and other necessary items according to standard electrical troubleshooting procedures</p>	1 lot		
GRAND TOTAL				

WORDS IN BRUNEI DOLLARS	

COMPLETION PERIOD	
--------------------------	--

COMPANY NAME	
ADDRESS	

TEL:		FAX:	
-------------	--	-------------	--

MANAGERS SIGNATURE	
COMPANY STAMP	