

## **INSTRUCTIONS TO TENDERERS**

### **1.0 TENDER DOCUMENTS**

1.1 Tenderers will be provided with:-

- i. A copy of the Tender Documents.

The tender documents shall consist of the Form of Tender, these Instructions to Tenderes, the Conditions of Tendering, the Articles of Agreement, and General Conditions of Contract, Private Edition–with Quantities, Specification, Bills of Quantities and list of drawings.

- ii. A set of Tender Drawings.

### **2.0 SUBMISSION OF TENDER**

2.1 Tenderers are to submit a set of Tender Documents duly completed including appendices and requested information, in a sealed envelope marked

**PRIVATE AND CONFIDENTIAL**

**NEGARA BRUNEI DARUSSALAM**

TENDER FOR: **REDEVELOPMENT OF JERUDONG PARK  
PLAYGROUND PHASE 2 AT KG JERUDONG, NEGARA  
BRUNEI DARUSSALAM  
SUPAKART**

To: Tender Board  
Jerudong Park Country Club Sdn Bhd  
Phase 2, Food Court  
Jerudong Park Playground,  
Jerudong  
Negara Brunei Darussalam.

NOT LATER THAN: 2.00 PM. On Monday ( 21<sup>st</sup> December 2015)

The envelope must not bear any identification of the Tenderer.

- 2.2 In the case of a Tender not being delivered by hand, the Tenderer must arrange for his Tender and other documents to be posted in time to reach the stipulated place by not later than the time stated.
- 2.3 Any Tender delivered after the stipulated time, from whatever cause arising, will not be considered.
- 2.4 In no case will the Government be responsible for any expense or loss incurred by a Tenderer in the preparation of this Tender.

### **3.0 TENDER DEPOSIT**

3.1 The Tender Deposit shall be:

- i. B\$50.00 for the Tender Deposit Fee.

3.2 Both Tender Deposits are non-refundable.

3.3 A Tenderer who has obtained the Tender Documents but fail to submit a Tender or submit a Tender late, shall have his Tender Deposit forfeited by the Employer.

3.4 The Tender Documents fees will be non-refundable.

### **4.0 VAILDITY OF TENDER**

4.1 Tenders shall remain valid for six (6) months from the final date for submission of Tender and no Tenderer may with draw his Tender within that period.

### **5.0 TENDERER'S RESPONSIBILITIES**

5.1 Each Tenderer is held to have checked all pages as stated in the Contents of the Tender Documents and is to refer to the Architect or Quantity Surveyor for any missing pages, drawings or duplication.

5.2 No alterations or qualifications of any kind whatsoever may be made by the Tenderer to the text of the Tender Documents. Any alteration or qualification made by the Tenderer will be ignored and the original text will be adhered to rigidly.

5.3 The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the works including any dues, customs and excise and transport expenses. The Government shall not entertain any claims made by the Contractor in respect of increase in cost of materials, labour, duties, transportation expenses etc, above the corresponding rates and prices prevailing at the time of Tender or during the execution of the Works.

5.4 The Tenderer, if he considers that it may be necessary to cause workmen to work overtime in order to complete the Works or any section thereof by the corresponding dates for completion shall allow in the respective items for such overtime including the provision of additional plant, equipment, facilities and any other additional expenses will not be considered.

5.5 Any Tenderer with out the accompanying fully priced Bill of Quantities is liable to disqualification.

5.6 It is the Tenderer's responsibility to ensure that he complies with the current Government regulations in force regarding financial guarantee etc.

## **6.0 SITE VISIT**

6.1 The Tenderer is deemed to have visited the site while preparing his Tender to ascertain himself the extent of the Works involved and the nature of the working conditions and make himself thoroughly acquainted with any site restrictions, obstruction and all other details liable to affect his Tender, allow for the same, as no claim for extra payment in respects of the above will be entertained.

## **7.0 DISCREPANCIES AND ERRORS**

7.1 Should the Tenderer find any discrepancy, error or omission in the Tender Documents prior to submitting his Tender, he shall notify the Superintending officer in writing thereof before closing date for Tenders.

7.2 Should the Tenderer make any errors in his extensions and/or in carrying forward to the summary or any obvious pricing errors or omissions in the Tenderer's rates, such errors shall be so rectified and adjusted that when correctly calculated, the total to the summary shall represent the same amount as that tendered by the Tenderer in the Form of Tender.

The net aggregate amount of such errors, whether a net deduction or a net addition, will be calculated as a percentage of the summary of the Bills of Quantities and all unit rated throughout the Bills of Quantities shall be subjected to such percentage discount or premium as the case may be.

Provisional or Prime Cost Sums shall be excluded from the calculations and shall not be subjected to such percentage discount or premium.

The rectification and adjustment required shall be made before the signing of the Contract.

7.3 Tenderers are advised that rates inserted in the Tender must correctly reflect the cost of the Works. If during evaluation of Tenders, rates are found, which, in the Superintending officer's opinion, do not correctly reflect the cost of the particular item, the Tender may be rejected or considered for acceptance subject to adjustment of rates without prior agreement from the Tenderer to provide a more equitable distribution cost.

**8.0 AMENDMENTS AND ALTERATIONS**

- 8.1 No unauthorized alteration shall be made to the Tender Documents; otherwise the Tender may be rejected.
- 8.2 Any Tenders with amendment of Tender prices using correcting fluid or other erasing agent shall be disqualified. Such amendment shall be made by duly crossing out the original figures and writing the amended figures on top of the original figures. All amendment made shall be duly signed.

**9.0 TENDERS TO BE ON FIRM PRICE BASIS**

- 9.1 The Tender shall be made on the basis of the rates and prices in the Tender Documents being firm and not subject to any price fluctuation.

**10.0 ACCEPTANCE OR REJECTION OF TENDER**

- 10.1 Award of this Contract shall be based not solely on financial aspects but consideration shall be taken on organizational, programming and technical competence as demonstrated by the Tenderer in his overall Tender submission.
- 10.2 The Government does not bind itself to accept the lowest or any tender and no reason will be given for rejecting any Tender.
- 10.3 Any undertakings made by the Tenderer either at the post tender interview or in any subsequent correspondence, prior to the award of this Contract, shall be incorporated into and shall form part of the Contract.

**11.0 AUTHORISED SIGNATORIES**

- 11.1 Attestation of the 'Form of Tender', together with all appendices thereto and the 'Final Summary' to the Bills of Quantities shall only be by the signature of the Chairman, Managing Director, Sole Proprietor, or whoever is the authorized signatory of the Company. Such signature shall acknowledge that all details, prices and other particulars submitted with this Tender have been checked, discussed, verified and agreed with him.
- 11.2 Tenderers shall submit with their Tender a copy of their latest and up-to-date "Contractor's Registration Certificate", "Business Name Act Section 16 and 17" and "Particulars of Directors or Managers And Of Any Changes Therein", where applicable.

Tenders shall also ensure that the name(s) stated in the aforesaid documents together with that in the Tenderer's company Seal shall be the same as that stated in the "Contractor's Registration Certificate".

Non compliance with this condition shall render the Tender liable to rejection.

**12.0 ADDENDA**

- 12.1 Prior to the date of submission of the Tenders, the Engineer or Quantity Surveyor may issue addenda to clarify or modify the Tender Documents. A copy of each Addendum will be issued to every tenderer, and shall become part of the Tender Documents. Receipt of each Addendum must be acknowledged on the form issued with the Addendum.

**13.0 NOTICES**

- 13.1 Every notice to be given to a Tenderer may be posted to the Tenderer's address given in the Tender and such position shall be deemed good services of such notice.

**14.0 BANKER'S GUARANTEE**

- 14.1 Tenderers shall submit with their Tender an irrevocable letter of undertaking from a locally established bank to provide the approved Banker's Guarantee. Non-compliance with this condition shall render the Tender liable to rejection.

**15.0 SUBLETTING**

- 15.1 Particulars of Subletting and Subcontractors proposed for the Works shall be inserted and submitted together with this Tender including letters of undertakings and/or agreements between the Tenderer and the Subcontractors.

## **16.0 TECHNICAL ANNEXES**

16.1 Tenderers shall submit with their Tender completed Appendices as stated below to assist the Engineer in the Tender evaluation and recommendation. Non-compliance with the above conditions in any respect shall render the Tender liable to rejection.

<u>Page</u>	<u>Description</u>
AI/1	Programmed
AI/2	Proposed Organisational Chart of Personnel to be involved
AI/3	Proposed list of equipment to be used for this project
AI/4	Previous Experience
AI/5	List of Current Projects in Negara Brunei Darussalam
AI/6	Proposed list of jobs to be sub-contracted
AI/7	Information on the Distribution of Approved Labour Quota
AI/8	Proposed manpower allocation and additional labour quota required
AI/9	Technical Site Staff
A1/10	Proposed List of Materials and Supplies

## **17.0 OTHERS**

17.1 Failure to furnish all information required or submissions of Tender not substantially responsive to the Tender Documents in every respect will result in the rejection of the Tender.

17.2 Tenderer, whether or not he submits a Tender, shall treat the details of the Tender Documents and Tender Drawings as private and confidential.

17.3 These Instructions to Tenderers, In so far as they affect the execution of the Contract, shall be deemed to form part of the contract.