

BIL	Quotation Reference	Description	Advertisement Date	Closing Date (Not Later Than 02.00PM)	Quotation Fee	Requesting Department	Focal Person
7	39/QTN/JPK/2024	<p>ONE (1) YEAR TERM CONTRACT FOR MAINTENANCE AND REPAIR ELECTRICAL SERVICES FOR ALL BUILDINGS UNDER HEALTH CENTRES TUTONG, MINISTRY OF HEALTH</p> <p><u>PLACE OF SUBMISSION:</u> QUOTATION BOX (GROUND FLOOR) MINISTRY OF HEALTH COMMONWEALTH DRIVE BANDAR SERI BEGAWAN, BB 3910 NEGARA BRUNEI DARUSSALAM</p>	30/01/2025	15/02/2025	\$5.00	JABATAN PERKHIDMATAN KESIHATAN KEMENTERIAN KESIHATAN.	AK NOORSHAH BIN PG HJ ZAINAL KETUA BHG PEMELIHARAAN ESTET HOSPITAL PMMPMHAMB TUTONG TEL: 2382652

SECTION 2

GENERAL

SPECIFICATIONS

TITLE: ONE (1) YEAR TERM CONTRACT FOR MAINTENANCE AND REPAIR ELECTRICAL SERVICES FOR ALL BUILDINGS UNDER HEALTH CENTRES TUTONG, MINISTRY OF HEALTH

A. PARTICULAR CONDITIONS

1. The scope of works

The contractor shall provide everything deemed necessary for the proper execution of works according to the indent of specification.

The works to be executed shall comprise of the following:

- a. To attend **ANY** breakdown of electrical services and associated works in **all buildings under health centres Tutong**, as per service call issued by the S.O or his representative.
- b. To check, rectify and replace defective parts as per schedule of rates for the operation of the system.

2. Breakdown Schedule

There will be no breakdown schedule or frequencies of schedule as the works to be executed depend on the service call issued by the S.O or his representative.

3. The following conditions are applicable to the works within this tender.

3.1 The Contractor shall maintain an office in Tutong where he can be notified by telephone relating the job to be done.

3.2 The Contractor shall be available even after office hours, Fridays, Sundays and Public Holidays as directed by the S.O if necessary.

3.3 The Contractor shall maintain sufficient electrical items and spare parts which are commonly used to avoid delay during breakdown.

3.4 The Contractor shall provide a competent registered electrical technician to be equipped with proper tools and safety gadgets to enable them to carry out their work with accuracy and effectively without the risk of causing any damage to the system or building.

3.5 The Contractor shall collect the 'SERVICE CALL SLIP' issued by the S.O. on every working day 8.00am. The designated representative of the S.O shall certify the service call slip complete with official stamp, time in, time out and the date.

3.6 The service and breakdown report shall be forwarded to ESTATE MAINTENANCE SECTION (EMS), PMMPMHAMB Hospital the very next working day for the approval of the S.O.

3.7 The Contractor shall submit three (3) copies of invoice within the first two weeks for the month the works that was carried out in the preceding month with the enclosed service call slip and the original service report by the S.O.

3.8 The Contractor shall provide a log book to record the work done on each location. The log book shall show the exact date, time started and completed, description of work, and the names of the Technicians working. The Technician shall affix their signature and the S.O. or his representative shall confirm the completion of the work. The log book shall be always available for inspection anytime during the duration of the contract.

3.9 Any breakdown or complain must be reported to the S.O. or his representative verbally within 24 hours in addition to the maintenance logging report made by the EMS staff. The report shall state the nature of fault, the work done and any further work that is required.

3.10 The contractor shall remove and replace any supplied items which are damage, defect or not comply with the specification. If the contractor fails to do so within the reasonable time, the S.O. has the option to remove the items and replace with the correct specification and the contractor shall be responsible with the cost and expenses incurred.

3.10.1 If the S.O. thinks that any of the items supplied are not in accordance with the specification, the S.O. have the right to submit the items to expert for examination and/or testing. All test in connection therewith shall be borne by the Contractor.

3.11 The contractor shall not assign this contract or any portion of the work to sub-contractor without the S.O. written permission. The consent shall not be reasonably refused to the prejudice of the contractor. The contractor is still solely and personally responsible for making sure that all terms, stipulation and conditions in this contract are followed by such authorized sub-contractor.

4. Protection against existing plants and equipment.

The contractor shall provide necessary protection against the existing plants and equipment's in the adjacent working areas while carrying out the contractor's works.

5. **Delays and Liquidated Damages**

5.1 If the Contractor: -

fails to complete the Corrective Maintenance Services within the Down Time specified in **Clause 6**

the Contractor shall pay the Government as and by way of liquidated damages which shall be deducted by the Government from any Maintenance Charges due to or may become due to the Contractor under this Agreement for the costs the Government will incur as a result as follows:

for the failure or delay mentioned, for each of the affected Corrective Maintenance or any parts thereof, the sum of **Fifty Brunei Dollars (B\$50.00)** for per day or part thereof of such failure or delay.

6. **Down Time**

The Down Time of the Corrective Maintenance Services shall in all cases not exceed seven (7) days.

7. **Locations of Work**

The locations of the work sites are Sungai Kelugos Health Centre, Pekan Tutong Health Centre, Telisai Health Centre and Lamunin Health Centre.

8. **Visiting Site and Examining Documents**

Before submitting his tender, the Contractor is deemed to have visited and inspected the site, examined carefully the Conditions of Contract, Particular Specifications and all accompanying Schedules and satisfied

himself as to the nature, position, extent and practicability of the works, means of access and any form of restrictions, the nature of the sub-soil, the nature under which the works will be carried out, conditions affecting the supply of labour and materials and/or goods and any matters which may affect the Contract. No claim will be entertained for adjustment of the tender rates or sum due to ignorance of the site conditions or terms and conditions of the Contract or for any mistake made by the Contractor due to misinterpretation of the specification.

9. . . Warranty Period/Defects Liability Period . . .

The warranty period will be 9 (nine) calendar months or the duration life span of the item from the date of successful completion and acceptance of the works, during which any defects or faults of materials or workmanship must be rectified and made good by the Contractor at no extra cost to the Contract.

B. PARTICULAR SPECIFICATION

1. All measurements are to be carried out by the contractor. Contractor having submitted their prices are considered as having visited the site, verify all measurements and site conditions and having tendered their prices accordingly. Any discrepancies between these documents shall be clarified with the Superintending Officer (S.O.) whose decision shall be final and binding upon the contractor. The Contractor shall be considered as having knowledge understanding of the said documents.
2. The works shall comply with the latest version of the IEE wiring regulations and to the satisfaction of the Director of Electrical Services, Brunei Darussalam, the relevant British Standard, PUB Singapore or SISIR and workmanship shall be equal to the best in prevailing trades practices.

3. Materials to be supplied and used shall be of the best quality approved by the manufacturer as well as by the ABCI. Materials which fail to comply with the requirements will be rejected and must be removed from site forthwith.
4. The tender is open to competent and registered electrical company which has qualified and skilled electrical Technicians to take charge of the contract works during the duration of the contract.
5. All prices include on-call, troubleshooting, testing, rectification, labour, parts, transport charges and etc.
6. The successful Tenderer shall submit within fourteen (14) days of the following documents:
 - a. Work Permit
 - b. Workmen Compensation
 - c. Fire Insurance Policy
 - d. Public Liability Policy

SPARE PARTS

A

SCHEDULE

ELECTRICAL SCHEDULE OF RATE

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
1.0 LED Light Bulbs/Tubes					
1.1	1w LED standard colour light bulb	No	\$	\$	\$
1.2	8w emergency light fluorescent tube c/w starter and choke.	No	\$	\$	\$
1.3	10w LED light bulb with low energy consumption and provide maximum power efficiency voltage input 100-240v AC, 50-60Hz with E27 base cap.	No	\$	\$	\$
1.4	15w LED light bulb with low energy consumption and provide maximum power efficiency voltage input 100-240v AC, 50-60Hz with E27 base cap.	No	\$	\$	\$
2.0 LED Light Fitting					
2.1	8w LED tube with 20000 life span.	No	\$	\$	\$
2.2	9w T5 LED tube	No	\$	\$	\$
2.3	9w LED tube with 20000 life span.	No	\$	\$	\$
2.4	16w LED tube with 20000 hours life span.	No	\$	\$	\$
2.5	16w LED tube with 30000 hours life span	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
2.6	17.5w LED tube with 50000 hours life span	No	\$	\$	\$
2.7	18w LED tube with 20000 hours life span.	No	\$	\$	\$
2.8	18w LED tube with 30000 hours life span.	No	\$	\$	\$
2.9	20w LED tubes	No	\$	\$	\$
2.10	2 x 9.5w weatherproof LED light fitting c/w LED tube with 30000 hours life span.	No	\$	\$	\$
2.11	22w weatherproof LED light fitting c/w inverter with input voltage 220-240v, 0.1A AC with polycarbonate plastic diffuser.	No	\$	\$	\$
2.12	1x24w weatherproof LED light fitting with LED driver/inverter, life span 40000 hours and input voltage 220-240v AC polycarbonate plastic and diffuser	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
3.0 LED Light panels					
3.1	12w recessed mounted square shape LED panel light fitting size 150mm x 150mm c/w inverter with input voltage 65-265v AC 50-60Hz anodize aluminium reflector and diffuser.	No	\$	\$	\$
3.2	15w recessed mounted square shape LED panel light fitting size 150mm x 150mm with permanent installed LED drive/inverter 220-240v AC 50-60Hz anodized aluminium reflector and plastic diffuser.	No	\$	\$	\$
3.3	18w recessed mounted square shape LED panel light fitting size 300mm X 300mm c/w LED driver with input voltage 220-240v AC 50-60Hz aluminium housing, diffuser.	No	\$	\$	\$
3.4	30w recessed mounted rectangular shape LED panel light fitting size 300mm x 1200mm c/w LED driver with input voltage 220-240v AC 50/60Hz aluminium housing and diffuser	No	\$	\$	\$
3.5	30w recessed mounted rectangle shape LED panel light size 300mm x 600mm c/w LED driver with input voltage 220-240v AC, 50-60Hz aluminium housing and diffuser.	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
3.6	30w recessed mounted square shape LED panel light fitting size 600mm x 600mm c/w inverter with input voltage 220-240v AC 50/60Hz aluminium housing, diffuser and life span up to 30000 hours.	No	\$	\$	\$
3.7	32w recessed mounted rectangular shape LED panel light fitting size 300mm x 600mm with separately installed inverter with input voltage 65-265v AC, 50-60Hz anodize aluminium reflector and diffuser.	No	\$	\$	\$
3.8	36w recessed mounted square shape LED panel light fitting size 600mm x 600mm c/w inverter with input voltage 65-265v AC, 50-60Hz anodize aluminium reflector and diffuser.	No	\$	\$	\$
3.9	36w recessed mounted square shape LED panel light fitting size 600mm x 600mm c/w inverter with input voltage 220-240v AC 50-60Hz anodize aluminium housing, diffuser and life span up to 30000 hours	No	\$	\$	\$
3.10	36w recessed mounted square shape LED panel light fitting size 600mm x 600mm c/w inverter with input voltage 220-240v AC 50-60Hz anodize aluminium housing, diffuser and life span up to 50000 hours.	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
3.11	48w recessed mounted square shape LED panel light fitting size 600mm x 600mm c/w inverter with input voltage 65-265v AC 50/60Hz anodize aluminium reflector and diffuser.	No	\$	\$	\$
3.12	48w recessed mounted square shape LED panel light fitting size 600mm x 600mm c/w inverter with input voltage 220-240v AC 50-60Hz anodize aluminium housing, diffuser and life span up 30000 hours.	No	\$	\$	\$
3.13	12w recessed mounted LED panel light fitting size 100mm (4") Ø c/w LED driver/inverter with input voltage 220-240v AC, 50-60Hz and output voltage 21-45v DC anodized aluminium reflector and diffuser.	No	\$	\$	\$
3.14	12w recessed mounted LED panel light fitting 150mmØ c/w LED driver/inverter with input voltage 220-240v AC, 50-60Hz and output voltage 21-45v DC anodized aluminium reflector and diffuser.	No	\$	\$	\$
3.15	13w recessed mounted round shape LED panel light fitting size 100mmØ with permanent installed LED driver/inverter 65-265v AC anodize aluminium reflector and plastic diffuser	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
3.16	17w daylight recessed mounted round LED panel light fitting size 150mm (6") Ø with permanent install LED inverter/driver with input voltage 220-240v AC 50-60Hz and life span of 15000 hours.	No	\$	\$	\$
3.17	17w daylight recessed mounted round LED panel light fitting size 150mm (6") Ø with permanent install LED inverter/driver with input voltage 220-240v AC 50-60Hz and life span of 20000 hours.	No	\$	\$	\$
3.18	22w daylight recessed mounted round shape LED Panel light fitting 150mmØ with permanent install LED inverter/driver with input voltage 220-240v AC, 50-60Hz and life span of 20000 hours.	No	\$	\$	\$
3.19	22w daylight recessed mounted round LED panel light fitting 205mm(8")Ø with permanent install LED converter/driver with input voltage 220-240v AC 50-60Hz and life span of 20000 hours.	No	\$	\$	\$
4.0 LED wall/ flood Light					
4.1	20w IP67 LED bulkhead wall mounted light fitting c/w converter/LED driver with input voltage 100-240v AC 50-60Hz anodize aluminium reflector and polycarbonate plastic cover.	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
4.2	7w daylight goose neck adjustable and rotatable wall mounted LED sport light fitting with separately installed inverter/driver, input voltage 220-240v AC 50/60Hz anodize aluminium reflector and plastic diffuser.	No	\$	\$	\$
4.3	30w IP67 LED flood light fitting c/w inverter/driver with input voltage 85-265v AC 50/60Hz anodize aluminium reflector and weatherproof polycarbonate plastic cover.	No	\$	\$	\$
4.4	50w IP67 LED flood light fitting colour warm white c/w converter LED driver with input voltage 85-265v AC 50-60Hz anodize aluminium reflector and weatherproof polycarbonate glass cover.	No	\$	\$	\$
4.5	70w IP65 LED weatherproof flood light fitting c/w LED converter/driver input voltage 100-240v AC 50-60Hz, heavy duty and high quality material with especial features of aluminium cooling design to dissipate the heat, anodize aluminium reflector and polycarbonate glass cover and life span of 50000 hours.	No	\$	\$	\$
4.6	100w IP67 floodlight fitting c/w inverter LED driver with input voltage 85-265v AC 50/60Hz anodize aluminium reflector and weatherproof polycarbonate plastic diffuser	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
4.7	200watt 4000k cool white IP67 LED flood light fitting complete with LED converter / driver with input voltage of 85 – 240v AC 50-60hz anodize aluminium reflector, weatherproof polycarbonate plastic cover	No	\$	\$	\$
4.8	4.5w LED exit light fitting with silk-screened EXIT or KELUAR wording in green against white background single sided wall ceiling/wall mounting non-maintained 230v, 50-60Hz c/w hybrid circuit IC/charger 1w indicator LED lamp 3.6v NiCad hydride rechargeable battery 3 hours duration.	No	\$	\$	\$
4.9	120w LED compound light (warm white) colour temperature, build on high grade aluminium housing with weatherproof cover c/w converter/LED driver and input voltage of 200-240v AC 50-60Hz.	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
5.0 Emergency Light					
5.1	2w LED ceiling mounted emergency light fitting self-maintained rated voltages 230/240v, 50-60Hz complete with 3.6V, 0.9AH Ni.Cd battery, charger, converter and transformer with 2hrs duration	No	\$	\$	\$
5.2	1.5-5w LED surface wall/ceiling mounted self-contained emergency light fitting rated voltages 240v, 50Hz complete with 2.4V, 1.6AH high temperature Ni.Cd battery, charger time 16-24hrs, converter and transformer with 2hrs duration	No	\$	\$	\$
5.3	2 x 1.5w LED wall mounted self-contained emergency flood light fitting rated voltages 240v, 50-60Hz complete with 2.4V, 4.5AH high temperature Ni.Cd battery, charger time 16-24hrs, converter and transformer with 2hrs duration	No	\$	\$	\$
5.4	3w LED round emergency light fitting ceiling type self-maintained c/w 6.0v, 4-5H battery duration of 2 hours	No	\$	\$	\$
5.5	1w LED ceiling mounted emergency light fitting self-contained non-maintained complete with battery 3.6V, 1.6Ah including wiring connection.	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
6.0 Fan					
6.1	1.52m Ø sweep ceiling fan c/w speed regulator	No	\$	\$	\$
6.2	405mm (16") Ø ceiling mounted auto fan c/w speed regulator.	No	\$	\$	\$
6.3	406mm (16") wall mounted fan c/w pull cord for oscillator and speed control.	No	\$	\$	\$
6.4	250mm (10") Ø ceiling mounted exhaust fan	No	\$	\$	\$
6.5	100mm diameter round type exhaust fan	No	\$	\$	\$
6.6	200mm (8") round exhaust fan.	No	\$	\$	\$
6.7	150mm (6") Ø wall mounted exhaust fan.	No	\$	\$	\$
6.8	wall mounted exhaust fan size 305mmØ	No	\$	\$	\$
6.9	250mm (10") Ø square type wall mounted exhaust fan.	No	\$	\$	\$
6.10	305mm Ø square type wall mounted exhaust fan	No	\$	\$	\$
6.11	ceiling fan hook	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
7.0 ELCB					
7.1	63A, 30ma 4P	No	\$	\$	\$
7.2	63A, 30ma 2P	No	\$	\$	\$
7.3	40A, 30ma 4P	No	\$	\$	\$
7.4	40A, 30ma 2P	No	\$	\$	\$
8.0 MCB'S					
8.1	5A - 32A	No	\$	\$	\$
8.2	20A, 2P	No	\$	\$	\$
8.3	30A, 2P	No	\$	\$	\$
9.0 Isolator					
9.1	15A SPN Isolator (Single Phase)	No	\$	\$	\$
9.2	20A Isolator using 6mm ² single core cable	No	\$	\$	\$

ITEM	DESCRIPTION	UNIT	RATE		TOTAL
			SUPPLY	LABOUR	
10.0 PVC Cables					
10.1	1C X 1.5mm ² PVC cable (any colours)	M	\$	\$	\$
10.2	1C X 2.5mm ² PVC cable (any colours)	M	\$	\$	\$
10.3	1C X 4.0mm ² PVC cable (any colours)	M	\$	\$	\$
11.0 Socket Outlet					
11.1	13A Single Socket Outlet	No	\$	\$	\$
11.2	13A Twin Socket Outlet	No	\$	\$	\$
11.3	2x13A SSO with RCB	No	\$	\$	\$
11.4	Single Socket PVC mounting box	No	\$	\$	\$
11.5	Twin Socket PVC mounting box	No	\$	\$	\$
11.6	weatherproof flash cover	No	\$	\$	\$

12.0 SCHEDULE RATE FOR WIRING POWER & LIGHTING

ITEM	DESCRIPTION	RATE PER POINT
12.1	Wiring 13A Single Socket Outlet in a concealed PVC Conduit using 2.5mm ² PVC Cable.	\$
12.2	Wiring 13A Single Socket Outlet in a PVC Casing/Conduit using 2.5mm ² PVC Cable.	\$
12.3	Wiring 13A Twin Socket Outlet in a concealed PVC Conduit using 2.5mm ² PVC Cable.	\$
12.4	Wiring 13A Twin Socket Outlet in a PVC Casing/Conduit 2.5mm ² PVC Cable	\$
12.5	Wiring 15A Socket Outlet in a concealed PVC Conduit using 4mm ² PVC Cable.	\$
12.6	Wiring 15A Socket Outlet in a PVC Casing/Conduit using 4mm ² PVC Cable.	\$
12.7	Wiring 20A Circuit c/w Isolator 1 ϕ /3 ϕ in a concealed PVC Conduit using 4mm ² PVC Cable.	\$
12.8	Wiring 20A Circuit c/w Isolator 1 ϕ /3 ϕ in a PVC Casing/Conduit using 4mm ² PVC Cable.	\$
12.9	Wiring lighting point in a concealed PVC Conduit using 1.5mm ² PVC Cable inclusive of switches.	\$
12.10	Wiring lighting point in a PVC Casing/Conduit using 1.5mm ² PVC Cable inclusive of switches.	\$
12.11	Wiring ceiling fan/exhaust fan power point in a concealed PVC Conduit inclusive of switch using 1.5mm ² PVC Cable.	\$
12.12	Wiring ceiling fan/exhaust fan power point in a PVC Casing/Conduit inclusive of switch using 1.5mm ² PVC Cable.	\$
12.13	Wiring of 10A emergency light point using 1.5mm ² pvc insulated cable c/w earth cable in pvc conduit/ casing	\$
12.14	Relocation / Rewiring of existing light fittings using PVC Conduit / Casing.	\$
12.15	Relocation / Rewiring of lighting switches using PVC Conduit / Casing	\$

ITEM	DESCRIPTION	RATE PER POINT
12.16	Relocation / Rewiring of socket outlets using PVC Conduit / Casing.	\$
12.17	Relocation / Rewiring of telephone points using PVC Conduit / Casing.	\$
12.18	Relocation / Rewiring of TV Co-axial Cable and outlet using PVC Conduit / Casing.	\$

SUPPLY ONLY MATERIALS SPECIFICALLY ORDERED

Materials specifically ordered and supplied on invoice by the Term Contractor are to be subjected to an addition of 10% to cover overheads and profit as defined with the following conditions: -

- a) Any material specifically ordered and supplied on invoice must not already been listed in the Schedule of Prices.
- b) The addition of 10% to invoice is deemed to cover all loading carrying, unloading, getting in, unpacking, storing, keeping clean, undamaged and fit for intended use, return of empties, return of packing and any other incidental expenses.
- c) The cost to be paid to the Term Contractor shall be the sum (inclusive of proper charges for packing and delivering to site, store or yard) after the deduction of all discounts obtainable for cash in so far as such discounts exceed 2½% (two and one half per cent) and of all trade discounts, rebates and allowances and that the Term Contractor shall provide reasonable proof of having obtained such discount and allowance.
- d) The Superintending Officer reserves the right to dispute any invoice cost that appears to be unrealistic, and negotiate an adjustment to a realistic value, provided that should such an adjustment fails to be agreed then the Terms and Conditioned of the Contract shall apply and the dispute will be taken to arbitration.

REPLACEMENT OF SPARES

The following conditions are applicable to the maintenance works within this tender or for other contracts if applicable.

1. Tender shall fill in the prices for all parts specified in this schedule, without leaving any column blank. Failure to complete this schedule will render the tender unacceptable.
2. The trade name, size and model given are only general guidance and wherever not mentioned tenderer shall fill in his own Brand, model and Part Number.
3. The nett price shall include supply, installation, testing and commissioning for good working order also to include removal, dismantling hacking, refill, pitch up, transport and removal of any old or defective parts to Estate Maintenance Section or Contractor own dumping ground.
4. The Contractor shall submit quotation (Part & Labour) for schedule of spares that are not covered under this contract.
5. The price quoted shall remain in force until the end of contract including any further extension period of the contract.
6. This is only an estimated items/cost of spare parts required to replace the defective ones during the normal course of maintenance.
7. The Contractor shall quote separately for any supply of materials and spare parts once proven defective.



PENGAKUAN INTEGRITI PENENDER
TENDERER'S INTEGRITY DECLARATION

Rujukan Tawaran <i>Tender Reference</i>	
Tajuk <i>Title</i>	ONE (1) YEAR TERM CONTRACT FOR MAINTENANCE AND REPAIR ELECTRICAL SERVICES FOR ALL BUILDINGS UNDER HEALTH CENTRES TUTONG, MINISTRY OF HEALTH
Kementerian / Jabatan <i>Ministry / Department</i>	

Saya/Kami, (Isikan nama setiap pemilik syarikat/pemegang saham di bawah)
I/We (Fill in all the proprietor/shareholders' name below)

Bil. No.	Nama Name	No. Kad Pengenalan Brunei & Warna/ No. Paspot Antarabangsa <i>Brunei Identity Card No. & Colour/International Passport No.</i>	Tandatangan Signature

Beralamat/Address:

dengan ini membuat PENGAKUAN seperti berikut / *make the following DECLARATION:*

1. Saya/Kami yang bernama di atas,
I/We as the name stated above,
adalah pemilik berdaftar sebuah Firma yang bernama
a registered proprietor of

_____, (isikan nama Firma/ fill in the firm's name)

dengan alamat perniagaan di,
with its place of business at _____

(atau / or)

adalah pemegang saham dalam sebuah Syarikat yang bernama
a shareholder in a Company,

_____, dengan alamat berdaftar di / *having its registered*
address at _____

yang telah menghadapkan Tawaran untuk projek yang disebutkan di atas;
which has submitted a Tender Proposal in the above mentioned project;

2. "Saya/Kami telah menghantar Penyata Tahunan kepada Pendaftar Syarikat-Syarikat pada _____ (sila nyatakan tarikh terakhir menghantar Penyata Tahunan berkenaan).
I/We have submitted Annual Returns to Registrar of Companies on _____ (please state the date of latest Annual Returns submitted to Registrar of Companies).

3. "Saya/Kami tidak memiliki Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat lain; (sila lihat nota 3 dan 4 dibawah dan potong jika tidak berkenaan).
I/We do not own any other firm(s)/ Company(ies); (see notes 3 and 4 below and delete where appropriate).

4. "Saya/Kami adalah juga pemilik / pemegang saham dalam senarai Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) yang dinyatakan dalam Lampiran I.

I/We also the proprietor / shareholder in the list of firm(s)/ Company(ies) described at Annex 1.

DAN saya/kami selanjutnya membuat PENGAKUAN bahawa sepanjang pengetahuan saya/kami, Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) saya/kami yang dinyatakan dalam Lampiran 1 ini, tidak mengemukakan Tawaran untuk projek yang disebutkan diatas.

AND I/We further DECLARE that to the best of my/our knowledge, none of my/our other firm(s)/Company(ies) set out in Annex 1, have submitted a Tender Proposal for this project.

5. Saya/Kami juga membuat PENGAKUAN selanjutnya:
I/We also hereby DECLARE:

a. bahawa sepanjang pengetahuan saya/kami, isteri/suami saya/kami atau Firma (Firma-Firma) Syarikat (Syarikat-Syarikat) kepunyaan isteri/suami saya/kami, tidak menghadapkan Tawaran untuk projek yang disebutkan diatas;
that to the best of my/our knowledge, neither my/our spouse or his/her firm(s)/ Company(ies) have submitted a Tender Proposal for the above mentioned project; and

- b. bahawa saya/kami tidak berpakat sulit dengan Firma (Firma-Firma)/ Syarikat (Syarikat-Syarikat) atau dengan sesiapa dalam menghadapkan Tawaran untuk projek yang disebutkan di atas.
that I/We have not colluded with any other firm(s)/Company(ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project.
6. *Saya/kami seterusnya membuat PENGAKUAN bahawa pemilik-pemilik, Ketua Pegawai Eksekutif dan Pengarah-Pengarah Syarikat yang turut serta dalam tawaran ini bukan dari kalangan pegawai awam yang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam.
I/We also DECLARE that neither I nor the other owners of, or the Chief Executive Officer and Directors, as the case may be, of the entity participating in this tender, is/are public officer of the Government of His Majesty The Sultan and Yang Di-Pertuan of Negara Brunei Darussalam.

(Atau / Or)

- Saya/Kami sedang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam dan sukacita disertakan surat kebenaran untuk berniaga daripada Jabatan Perdana Menteri.
I/We DECLARE that I am/We are public officers and enclose herewith the letter of approval to engage in business issued by the Prime Minister's Office.
7. Saya/Kami membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami akan mematuhi segala peraturan dan undang-undang Negara Brunei Darussalam dan tidak akan melakukan mana-mana kesalahan yang berkaitan dengan perolehan kerajaan seperti yang disertakan di Lampiran 1. Saya/kami akan memastikan bahawa penyertaan/penglibatan syarikat saya/kami dalam sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan kerajaan adalah secara adil, bersih dan telus.
I/We DECLARE that I/We or any person representing my/our firm/Company will obey all regulations and laws in Brunei Darussalam and will not commit any offence related to government procurement, as reproduced in Annex 1. I/we will ensure that my/our company's participation/involvement in the tender/quotation for the above-mentioned project or any other tender/quotation with the government is fair, clean and transparent.
8. Saya/Kami seterusnya membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami tidak akan menawarkan atau memberi atau bersetuju untuk memberi kepada sesiapa sebarang hadiah, suapan atau balasan dalam bentuk apa pun sebagai dorongan atau ganjaran bagi melakukan atau tidak melakukan atau kerana telah melakukan atau tidak melakukan apa-apa jua perbuatan yang berkaitan dengan mendapatkan atau melaksanakan sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan Kerajaan. Saya/Kami menyedari sepenuhnya bahawa jika saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami melanggar pengakuan ini, saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami telah melakukan atau bersubahat, mencuba, berkomplot untuk melakukan jenayah di bawah Akta Pencegahan Rasuah (Penggai 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggai 22) dibaca bersama Bab 109 atau Bab 120B atau Bab 511 dari Kanun yang sama seperti disertakan di Lampiran 1.
I/We also DECLARE that I/We or any person representing my/our firm/Company will not offer or give or agree to give to any person any gift, gratification or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any

action in relation to the obtaining or execution of the tender/quotation for the above mentioned project or any other tender/quotation with the government. I/We am/are fully aware that if I/We or any person representing my/our firm/Company breached this declaration, I/We or any person representing my/our firm/Company shall have committed or abetted, attempted, conspired to commit an offence under the Prevention of Corruption Act (Cap. 131) or Section 161 to 165 of the Penal Code (Cap. 22) read with Section 109 or Section 120B or Section 5.11 of the same as reproduced in Annex 1.

9. Saya/Kami bersetuju bagi pengakuan di atas. Jika sekiranya saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami didapati melanggar syarat-syarat di atas, maka saya/kami sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:
I/We agree to the declaration as above. In the event I/we or any person representing my/our firm/Company found in violation of the terms above, I/we, as representative of the company have agreed the following actions to be taken:
- i. Penarikan balik tawaran kontrak bagi tawaran/sebutharga yang disebutkan di atas; atau
The withdrawal of the contract for the above tender/quotation; or
 - ii. Penamatan kontrak bagi tawaran/sebutharga yang disebutkan di atas;
Termination of the above tender/quotation;
 - iii. Lain-lain tindakan tatatertib mengikut Peraturan Perolehan Kerajaan yang berkuat-kuasa; dan
Other disciplinary action in accordance with the Government Procurement Regulations in force; and
 - iv. Tindakan undang-undang mengikut undang-undang Negara Brunei Darussalam
Legal action in accordance to the Law of Brunei Darussalam.
10. Saya/Kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, saya/kami akan melakukan kesalahan yang boleh didakwa di bawah Kanun Hukuman Jenayah Bab 177 dan Bab 182 yang disertakan di LAMPIRAN I.
I/We fully aware that if I/We gave any information which is false, I/We committing an offence for which I/We liable to prosecution under the Penal Code. I/We also aware of Section 177 and 182 of the Penal Code reproduced below in Annex 1.
11. Saya/Kami juga difahamkan bahawa Firma/Syarikat saya/kami tidak akan dipertimbangkan bagi mengikuti Tawaran projek ini sekiranya sebarang maklumat dalam pengakuan ini tidak benar.
I/We also understand that my/our firm/Company will be disqualified for this tender in the event any information given herein is found to be false.
12. Saya/Kami memberi kuasa kepada _____ untuk menandatangani surat pengakuan ini sebagai pihak saya/kami sendiri, dan sebagai wakil saya/kami untuk mengikatkan saya/kami dan Penender kepada perkara-perkara yang dinyatakan dalam Surat Pengakuan Integriti ini.
I/We hereby authorize _____ to sign this Tenderer's Integrity Declaration on my/our behalf and also on behalf of the Tenderer to bind ourselves and the Tenderer to the matters set out in this declaration.

Bersama ini dilampirkan Surat Perwakilan Kuasa bagi saya/kami mewakili syarikat seperti tercatat di atas untuk membuat pengisytiharan ini.

Attached herewith Letter of Representation for me/us to represent the company as noted above to make this declaration.

Pada hari ini _____ haribulan _____, 20____

Dated this day _____ of _____, 20____

(Nama dan Tandatangan)

(Name and Signature)

ⁱⁱⁱ(Pemilik Syarikat / CEO /Pengarah)

(The Owner of Co / CEO / Director)

(Cop Syarikat)

(Company Stamp)

ⁱ Masukkan disini jika orang yang membuat pengakuan adalah pemilik atau adalah seorang pemilik berdaftar Syarikat atau Nama Perniagaan

Fill in here if an Owner of a Business Name

ⁱⁱ Masukkan disini jika orang yang membuat pengakuan adalah pemegang saham dalam sebuah Syarikat (Sdn Bhd)

Fill in here if a shareholder in a Company (Sdn Bhd)

ⁱⁱⁱ Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja

To be fill by Limited or Private Limited Company only

^{iv} Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain

If you DO NOT own other firms/Companies, please delete paragraph 3

^v Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain

If you DO NOT own other firms/Companies, please delete paragraph 3

^{vi} Potong perenggan 2 jika orang yang membuat pengakuan adalah pemilik atau pemegang saham dalam Firma-Firma / Syarikat-Syarikat lain

If you the Owner or Shareholder of other firms/Companies, please delete paragraph 2

^{vii} Potong Perenggan yang tidak berkenaan

Delete where inapplicable

^{viii} Hendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pegawai Eksekutif atau Pengarah.

Must be signed by the Owner of Co or CEO or Director

LAMPIRAN I
ANNEX I

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Firma (Firma-Firma) yang saya/kami menjadi pemiliknya seperti berikut:

Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Firm(s) which I/We the proprietor of:

No	Nama / Name	Firma / Firm
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Syarikat (Syarikat-Syarikat Sendirian Berhad) yang saya/kami menjadi pemiliknya seperti berikut:

Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Company(ies) which I/We a shareholder of:

No	Nama / Name	Syarikat / Company
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Bab 177 Kanun Hukuman Jenayah (Penggai 22 Undang-Undang Negara Brunei Darussalam)
Section 177 of the Penal Code (Cap 22 of the Laws of Brunei)

177. Barang siapa, yang terikat di sisi undang-undang untuk memberi maklumat mengenai apa-apa perkara kepada mana-mana penjawat awam, telah memberikannya sebagai benar, maklumat mengenai perkara itu yang dia tahu atau mempunyai sebab untuk mempercayai sebagai palsu, boleh dihukum penjara sehingga 6 bulan, atau denda sehingga \$4,000, atau kedua-duanya sekali, atau, jika maklumat yang dia terikat di sisi undang-undang untuk memberi itu adalah mengenai sesuatu kesalahan yang dilakukan atau untuk mencegah sesuatu kesalahan daripada dilakukan, atau bagi penangkapan seorang pesalah, boleh dihukum penjara sehingga 2 tahun, atau dengan denda, atau dengan kedua-duanya.

Whoever, being legally bound to furnish information on any subject to any public servant, as such, furnishes, as true, information on the subject which he knows or has reason to believe to be false, shall be punished with imprisonment for a term which may extend to 6 months, or with fine which may extend to \$4,000, or with both; or, if the information which he is legally bound to give respects the commission of an offence, or is required for the purpose of preventing the commission of an offence, or in order to the apprehension of an offender, with imprisonment for a term which may extend to 2 years, or with fine, or with both

Bab 182 Kanun Hukuman Jenayah (Penggai 22 Undang-Undang Negara Brunei Darussalam)
Section 182 of the Penal Code (Cap 22 of the Laws of Brunei)

182. Barang siapa memberi kepada seseorang penjawat awam apa-apa maklumat yang diketahui atau dipercayai sebagai palsu, dengan maksud menyebabkan, atau dengan mengetahui bahawa kemungkinan akan menyebabkan penjawat awam tersebut:-

Whoever gives to any public servant any information which he knows or believes to be false, intending thereby to cause, or knowing it likely that he will thereby cause, such public servant:-

- (a) melakukan atau meninggalkan apa-apa perkara yang penjawat awam itu seharusnya tidak melakukan atau tidak meninggalkan sekiranya keadaan yang sebenar, berkenaan dengan hal yang dimaklumkan itu, telah diketahui; atau

to do or omit anything which such public servant ought not do or omit if the true state of facts respecting which such information is given were known by him; or

- (b) menggunakan kuasanya yang sah disisi undang-undang yang mendatangkan kecederaan atau gangguan kepada seseorang
to use the lawful power of such public officer to the injury or disadvantage of any person

*Atas mana-mana hal tersebut di atas, seseorang itu akan dihukum dengan penjara atau denda sebanyak \$4,000.00 atau dengan kedua-duanya
shall be punished with imprisonment of either description for a term which may extend to 6 months, or with fine which may extend to \$4,000.00 or with both*

Bab 6(b) Akta Pencegahan Rasuah (Penggagal 131 Undang-Undang Negara Brunei Darussalam)
Section 6(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 6(b) Jika sesiapa jua dengan secara tidak jujur memberi atau bersetuju memberi atau menawarkan sebarang suapan kepada mana-mana agen sebagai dorongan atau ganjaran kerana melakukan atau menahan diri dari melakukan, atau kerana telah melakukan atau menahan diri dari melakukan apa jua perbuatan berhubung dengan hal-hal atau urusan orang yang utamanya, atau kerana memberi atau menahan diri dari memberi atau tidak memberi pertolongan kepada sesiapa pun jua berhubung dengan hal-hal atau urusan orang yang utamanya;
If any person corruptly gives or agrees to give or offers any gratification to any agent as an inducement or reward for doing or forbearing to do, or for having done or forbore to do any act in relation to his principal's affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principal's affairs or business;

maka ia adalah bersalah dan hukuman: Denda \$30,000 and penjara 7 tahun.
he shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 6(c) Akta Pencegahan Rasuah (Penggagal 131 Undang-Undang Negara Brunei Darussalam)
Section 6(c) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 6(c) Jika sesiapa jua dengan setahunya memberi kepada seseorang agen atau jika seorang agen dengan setahunya menggunakan dengan tujuan untuk menipu orang yang utamanya, sebarang resit, kira-kira atau dokumen lain bersabit dengan mana orang yang utama itu mempunyai kepentingan, dan yang mengandungi sebarang kenyataan yang tidak benar atau salah atau tidak sempurna dalam mana-mana perkara mustahak, dan yang pada pengetahuannya adalah dimaksudkan untuk mengelirukan orang yang utama itu,
If any person knowingly gives to an agent, or if an agent knowingly uses with intent to deceive his principal, any receipt, account or other document in respect of which the principal is interested, and which contains any statement which is false or erroneous or defective in any material particular, and which to his knowledge is intended to mislead the principal;

maka ia adalah bersalah dan hukuman: Denda \$30,000 dan penjara 7 tahun
he shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 9(a) Akta Pencegahan Rasuah (Penggagal 131 Undang-Undang Negara Brunei Darussalam)
Section 9(a) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 9(a) Seseorang yang dengan tujuan untuk memperolehi daripada mana-mana badan awam sesuatu kontrak bagi menjalankan sebarang kerja, memberikan sebarang perkhidmatan, melakukan sesuatu, atau membekalkan sebarang benda, perkakas atau bahan, menawarkan sebarang suapan kepada mana-mana orang yang telah membuat sesuatu tawaran (tender) bagi kontrak itu, sebagai dorongan atau ganjaran kerana penarikan balik tender itu;
A person who, with intent to obtain from any public body a contract for performing any work, providing any service, doing anything, or supplying any article, material or substance, offers any gratification to any person who has made a tender for the contract, as an inducement or a reward for his withdrawing the tender;

maka ia adalah bersalah dan hukuman: Denda \$30,000 and penjara 7 tahun.
shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 9(b) Akta Pencegahan Rasuah (Penggagal 131 Undang-Undang Negara Brunei Darussalam)
Section 9(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 9(b) Seseorang yang memujuk atau menerima sebarang suapan sebagai dorongan atau ganjaran kerana penarikan balik suatu tawaran yang telah dibuatnya bagi suatu kontrak,

A person who solicits or accepts any gratification as an inducement or a reward for his withdrawing a tender made by him for contract,

maka ia adalah bersalah dan hukuman: Denda \$30,000 dan penjara 7 tahun
shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 161 Kanun Hukuman Jenayah (Penggai 22 Undang-Undang Negara Brunei Darussalam)
Section 161 of the Penal Code (Cap 22 of the Laws of Brunei)

161. Barangsiapa, yang menjadi atau menjangka akan menjadi seorang penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, kecuali bayaran di sisi undang-undang, sebagai suatu galakan atau hadiah bagi melakukan atau supaya jangan melakukan apa-apa perbuatan rasmi, atau bagi memberi atau supaya jangan memberi, kemudahan atau kepayahan kepada seseorang atau bagi memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang pada menjalankan kerja-kerja rasminya, dengan Kerajaan atau dengan seseorang penjawat awam
Whoever, being or expecting to be a public servant, accepts or obtains, or agrees to accept, or attempts to obtain from any person, for himself or for any other person, any gratification whatever, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act, or for showing or forbearing to show in the exercise of his official functions, favour or disfavour to any person, or for rendering or attempting to render any service or disservice to any person, with Government, or with any public servant as such,

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 162 Kanun Hukuman Jenayah (Penggai 22 Undang-Undang Negara Brunei Darussalam)
Section 162 of the Penal Code (Cap 22 of the Laws of Brunei)

162. Barang siapa menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, sebagai suatu galakan atau hadiah bagi mendorong, dengan secara tidak jujur atau menyalahi undang-undang, seseorang penjawat awam supaya melakukan atau jangan melakukan sesuatu perbuatan rasmi, atau supaya memberi kemudahan atau kepayahan kepada seseorang, atau supaya memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasmi penjawat awam itu, dengan Kerajaan, atau dengan seseorang penjawat awam, sebagai yang demikian,
Whoever accepts or obtains, or agrees to accept or attempts to obtain, from any person, for himself or for any other person, any gratification whatever as a motive or reward for inducing, by corrupt or illegal means, any public servant to do or to forbear to do any official act or in the exercise of the official functions of such public servant to show favour or disfavour to any person, or to render or attempt to render any service or disservice to any person with the Government, or with any public servant, as such,

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 163 Kanun Hukuman Jenayah (Penggai 22 Undang-Undang Negara Brunei Darussalam)
Section 163 of the Penal Code (Cap 22 of the Laws of Brunei)

163. Barang siapa menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, sebagai suatu galakan atau hadiah bagi mendorong, dengan cara menjalankan pengaruh peribadi, seseorang penjawat awam supaya melakukan atau jangan melakukan sesuatu perbuatan rasmi, atau supaya memberi kemudahan atau kepayahan kepada seseorang, atau supaya memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasmi penjawat awam itu, dengan Kerajaan, atau dengan seseorang penjawat awam, sebagai yang sedemikian,
Whoever accepts or obtains, or agrees to accept or attempts to obtain, from any person, for himself or for any other person, any gratification whatever, as a motive or reward for inducing, by the exercise of personal influence, any public servant to do or to forbear to do any official act, or in the exercise of the official functions of such public servant to show favour or disfavour to any person, or to render or attempt to render any service or disservice to any person with the Government, or with any public servant, as such,

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 164 Kanun Hukuman Jenayah (Penggai 22 Undang-Undang Negara Brunei Darussalam)
Section 164 of the Penal Code (Cap 22 of the Laws of Brunei)

164. Barang siapa, yang menjadi seorang penjawat awam, yang berkenaan dengannya salah satu kesalahan yang ditakrifkan dalam dua bab terakhir itu dilakukan, menyubahati kesalahan itu;
Whoever, being a public servant, in respect of whom either of the offences defined in the last 2 preceding sections is committed, abets the offence.

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine

Bab 165 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 165 of the Penal Code (Cap 22 of the Laws of Brunei)

165. Barang siapa yang menjadi penjawat awam, menerima atau mendapat atau bersetuju menerima atau mencuba mendapat, untuk dirinya atau untuk seseorang lain, sesuatu benda yang berharga dengan tiada balasan atau dengan suatu balasan yang ia ketahui tidak memadai daripada seseorang yang ia ketahui telah atau sedang atau mungkin ada kena mengena dalam apa-apa pembicaraan atau urusan yang telah dijalankan, atau yang akan dijalankan oleh penjawat awam itu atau yang ada apa-apa perhubungan dengan kerja-kerja rasminya sendiri atau dengan kerja-kerja rasmi seorang penjawat awam yang di bawahnya ia bekerja, atau daripada seseorang yang ia ketahui sebagai ada kepentingan atau bersangkutan dengan orang yang ada kena mengena demikian itu.
Whoever, being a public servant, accepts or obtains, or agrees to accept or attempts to obtain, for himself or for any other person, any valuable thing, without consideration, or for a consideration which he knows to be inadequate, from any person whom he knows to have been, or to be, or to be likely to be concerned in any proceeding or business transacted or about to be transacted by such public servant, or having any connection with the official functions of himself or of any public servant to whom he is subordinate, or from any person whom he knows to be interested in or related to the person so concerned,

hendaklah dihukum dengan penjara tidak melebihi 7 tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 109 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 109 of the Penal Code (Cap 22 of the Laws of Brunei)

109. Barangsiaapa yang menyubahati sesuatu kesalahan hendaklah jika perbuatan yang disubahati itu dilakukan oleh sebab subahat itu, dan tiada peruntukan yang nyata dibuat oleh Kanun ini berkenaan dengan seksaan bagi subahat itu, diseksa dengan seksaan yang diperuntukkan bagi kesalahan itu.
Whoever abets any offence shall, if the act abetted is committed in consequences of the abetment, and no express provision is made by this Code for the punishment of such abetment, be punished with the punishment provided for the offence.

Bab 120B Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 120B of the Penal Code (Cap 22 of the Laws of Brunei)

- 120B. (1) Barang siapa menjadi satu pihak dalam suatu pakatjahan jenayah bagi melakukan suatu kesalahan yang boleh dihukum dengan bunuh, atau penjara selama tempoh dua tahun atau lebih, hendaklah jika tiada apa-apa peruntukan yang nyata ditetapkan oleh Kanun ini berkenaan dengan hukuman bagi pakatjahan itu, dihukum sama seperti seolah-olah ia telah menyubahati kesalahan itu.

(1) Whoever is a party to a criminal conspiracy to commit an offence punishable with death, or imprisonment for a term of 2 years or upwards, shall, where no express provision is made in this Code for the punishment of such a conspiracy, be punished in the same manner as if he had abetted such offence.

(2) Barang siapa menjadi satu pihak dalam suatu pakatjahan jenayah yang lain daripada pakatjenayah bagi melakukan suatu kesalahan yang boleh dihukum sebagaimana yang tersebut di atas, hendaklah dihukum dengan penjara sepuluh tahun dan denda.

(2) Whoever is a party to a criminal conspiracy other than a criminal conspiracy to commit an offence punishable as aforesaid shall be punishable with for 10 years and with fine.

Bab 511 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 511 of the Penal Code (Cap 22 of the Laws of Brunei)

511. Barang siapa mencuba melakukan sesuatu kesalahan yang boleh dihukum di bawah Kanun ini atau di bawah mana-mana undang-undang bertulis yang lain dengan penjara, denda atau sebatan atau dengan campuran hukuman-hukuman itu, atau mencuba menyebabkan kesalahan itu dilakukan, dan dalam percubaan itu membuat apa-apa perbuatan bagi melakukan kesalahan itu, hendaklah jika tiada peruntukan yang nyata dibuat di bawah Kanun ini atau di bawah undang-undang bertulis yang lain itu, mengikut mana yang berkenaan, bagi hukuman percubaan itu, dihukum dengan hukuman yang ada diperuntukkan bagi kesalahan itu:

Dengan syarat bahawa apa-apa tempoh penjara yang dikenakan tidaklah boleh lebih daripada setengah daripada tempoh yang lama sekali diperuntukkan bagi kesalahan itu.

Whoever attempts to commit an offence punishable by this Code or by any other written law with imprisonment, fine or whipping or with a combination of such punishments, or attempts to cause such an offence to be committed, and in such attempt does any act towards the commission of the offence, shall, where no express provision is made by this Code or by such other written law, as the case may be, for the punishment of such attempt, be punished with such punishment as is provided for the offence:

Provided that any term of imprisonment imposed shall not exceed one half of the longest term provided for the offence.

Peraturan 12(a) dan Paragraf 12 Peraturan Peraturan Pegawai-Pegawai Kerajaan (Pelaksanaan dan Tata tertib) Akta Suruhanjaya Perkhidmatan Awam (Penggaji 83 Undang-Undang Negara Brunei Darussalam)
Regulation 12(a) from Regulation 12 of Public Officers (Conduct and Discipline) Regulations, Public Service Commission Act (Chapter 83 of the Laws of Brunei)

12(a) Pegawai-Pegawai dan keluarga-keluarga mereka adalah dilarang daripada menerima hadiah-hadiah, pemberian wang atau hadiah-hadiah daripada kementerian-kementerian sendiri atau watan-watan, kementerian-kementerian, barangan, tambang-tambang percuma atau faedah-faedah yang lain, dan daripada memberi hadiah-hadiah yang sebegini.

Officers and their families are prohibited from receiving presents (other than gifts of personal friends or relatives) whether in the shape of money, goods, free passages or other pecuniary benefits, and from giving such presents.

*Pengakuan Integriti Penender.
Tenderer's Integrity Declaration.*

Note: These offences are subject to other and amended legislation, which are given from time to time.

1. Senarai Pekerja Tempatan

Senarai Nama Pekerja	No. Kad Pengenalan	Gelaran Jawatan	Kadar Gaji Sebulan	TAP		Lain-lain Kemudahan
				No Pendaftaran	Caruman	
Sila rujuk lampiran yang disertakan						

2. Senarai Pekerja Asing.

Senarai Nama Pekerja	No. Kad Pengenalan	Gelaran Jawatan	Kadar Gaji Sebulan	Lain-lain Kemudahan
Sila rujuk lampiran yang disertakan				

SITE VISIT FORM

ESTATE MAINTENANCE SECTION
PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH HOSPITAL, TUTONG
MINISTRY OF HEALTH

Project Title : ONE (1) YEAR TERM CONTRACT FOR MAINTENANCE AND REPAIR ELECTRICAL SERVICES FOR ALL BUILDINGS UNDER HEALTH CENTRES TUTONG, MINISTRY OF HEALTH

Tender / Quotation No : _____

Company : _____

Date of Visit : _____

I hereby on behalf of my Company has visited the site, i.e. location of work on the date stated above and understand the work requirement(s) and all cost incurred throughout the works as per Specification stated in this Tender / Quotation.

I (our Company) also agree not to claim additional charges to Ministry of Health should accident(s) or damage(s) occur during the Contract Period.

Name and Signature

Date : _____

Company Stamp

FOR OFFICAL USE ONLY

Name and Signature

Date : _____

Department Stamp

Note:

The Tenderer shall satisfy himself as to the nature of the site / ground condition and location.
This form is to be attached and submitted together with the Tender / Quotation documents.

**ESTATE MAINTENANCE SECTION, TUTONG
MINISTRY OF HEALTH**

<input type="checkbox"/>	1. _____
<input type="checkbox"/>	2. _____
<input type="checkbox"/>	3. _____
FOR OFFICIAL USE ONLY.	

Quotation For : ONE (1) YEAR TERM CONTRACT FOR MAINTENANCE AND REPAIR ELECTRICAL FOR ALL BUILDINGS
UNDER HEALTH CENTRES TUTONG, MINISTRY OF HEALTH

Quotation No : _____ Closed On : _____ 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 1 Year 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 _____ Year in accordance with the terms and conditions below.

4.0 _____
(_____)

4.1 _____
For Hospital Engineer

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 the 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)	1 YEAR
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	B\$ _____ Per Day
3.0	Shortfalls / Defects Liability Period: (If none stated, NINE (9) MONTHS from the date of completion)	9 Months