

Rujukan Kami: (72) MOH/HQ/P/IKLAN-SH/2025

LAMPIRAN 4

BIL	Quotation Reference	Description	Advertisement Date	Closing Date (Not Later Than 09.00AM)	Quotation Fee	Requesting Department
4	(52) PSD/QTN/2025 – (PMMPMHAMB)	REPLACEMENT OF EXIXTING VAV BPXES & DIFFUSERS AT TB WARD, HOSPITAL PMMPMHAMB TUTONG, MINISTRY OF HEALTH.	14/05/2025	14/06/2025	\$5.00	HOSPITAL PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH, TUTONG, KEMENTERIAN KESIHATAN

MINISTRY OF HEALTH  
NEGARA BRUNEI DARUSSALAM

OPEN QUOTATION

FOR

**REPLACEMENT OF EXISTING VAV BOXES AND  
DIFFUSERS AT TB WARD, PMMPMHAMB HOSPITAL  
TUTONG, MINISTRY OF HEALTH**

Prepared by

ESTATE MAINTENANCE  
PMMPMHAMB HOSPITAL TUTONG  
MINISTRY OF HEALTH

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## TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

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

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the Estate Maintenance Section Tutong, Ministry of Health [ Tel: 4206721/2/3/4/5 ext 181/188 ].

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

2. Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration :-
  - (a) Valid Tenderer's Registration Certificate from the Ministry Of Development Class II & Class III, Categories M01, P01, and Ministry of Health.
  - (b) Business Enactment Act Section 16 & 17.
  - (c) The Tender Form **MUST** be signed by the Owner, or the Director of Shareholder(s) of the Company stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 / or the tenderer's Registration Certificate from the Ministry of Development.
  - (d) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Tenderer's Registration Certificate from the Ministry Of Development. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.

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

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

Tenders shall remain valid for 1 YEAR from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

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

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

### TENDER / QUOTATION (QTN) BOX

PENGERUSI SEBUTHARGA  
TINGKAT BAWAH KEMENTERIAN KESIHATAN  
JALAN COMMONWEALTH DRIVE  
NEGARA BRUNEI DARUSSALAM

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

Quotation No. : \_\_\_\_\_ Quotation Closing Date : \_\_\_\_\_

Title : **REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD PMMPMHAMB HOSPITAL TUTONG,  
MINISTRY OF HEALTH**

## SUMMARY OF TENDER

**Title :** REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD,  
PMMPMHAMB HOSPITAL TUTONG, MINISTRY OF HEALTH.

**Quotation No. :** \_\_\_\_\_ **FOR :** \_\_\_\_\_ **MOH No. :** \_\_\_\_\_

*Page 1 Of 2*

Bil. No.	Keterangan Description	Unit Unit	Kadar Rate	Kuantiti Quantity	Jumlah Amount	
					\$	€
<b>1.0</b>	<b><u>DISMANTLE AND REMOVAL OF EXISTING EQUIPMENT</u></b>					
1.1	Dismantle and removal of existing VAV boxes c/w controllers, thermostats c/w cablings at various locations as below including necessary labors and tools. Cost should include removal of dismantled items from site.	Nos		17		
1.2	Dismantle and removal of existing exhaust fan c/w associated fan control panel, exhaust ducts, indoor exhaust air grille and wirings at all affected rooms located at TB Ward as per SO instructions. Cost shall include to seal off the opening of the existing exhaust grilles.	Lot		1		
<b>2.0</b>	<b><u>NEW VAV BOX C/W CONTROLLER &amp; THERMOSTAT</u></b>					
2.1	Supply and install new VAV boxes c/w controllers and digital room thermostat with built-in LCD screen for the relevant existing supply air ductworks. The offered VAV box shall be pressure independent type and must be able to meet the air flow requirement of the existing supply air ductwork. VAV box shall also come with controller and be externally insulated with fiberglass insulation wrapped with aluminum foil. The VAV controller shall be electronically lockable and set point changes to be configured through room thermostat. Room thermostat shall have built-in temperature sensor and compatible with the offered VAV controller.	Nos		17		
2.2	Supply and lay power and control cablings enclosed with PVC conduits for the above mentioned new VAV controllers and thermostats. Control cablings shall be twisted pair screened 18AWG.	Nos		17		
2.3	Supply and install duct fitting connections c/w external fiberglass insulation with 50mm thickness and density 32kg/m3 with fire resistant heavy-duty double-sided aluminum connecting with the new VAV boxes.	Nos		17		
<b>JUMLAH DIBAWA KE HADAPAN</b> TOTAL AMOUNT CARRIED FORWARD						

Bil. No.	Keterangan Description	Unit Unit	Kadar Rate	Kuantiti Quantity	Jumlah Amount	
					\$	£
<b>3.0</b>	<b><u>DIFFUSERS AND GRILLES</u></b>					
3.1	Supply and install any necessary additional 4-way diffusers c/w VCD, pre-insulated flexible ducts and adaptors, additional branch air GI insulated ducting c/w fittings to suit the renovated site conditions.	Nos		27		
3.2	Supply and install any necessary additional return air diffusers/grilles c/w VCD, pre-insulated flexible ducts, additional branch return air ducts to suit the new renovated site conditions.	Nos		12		
3.3	To relocate existing return air diffusers c/w additional pre-insulated flexible duct to suit the new renovated room layout inclusive to reconnect back to the new existing return air duct.	Lot		1		
3.4	To relocate existing supply air diffusers c/w additional pre-insulated flexible duct to suit the new renovated room layout.	Lot		1		
3.5	Cost to replace the necessary external insulation of the affected existing supply and return air ductworks deemed to be damaged serving the TB Ward areas. The external insulation shall be 50mm thick fiberglass 32kg/m3 wrapped with fire resistant heavy-duty double-sided aluminum. Cost shall include dismantle and reinstall back the existing ducts c/w make good to its original conditions.	Lot		1		
3.6	Cost to replace the external insulation of the existing 4-way supply air diffusers and plenum boxes of the linear diffusers serving the TB ward areas.	Lot		1		
<b>4.0</b>	<b><u>MISCELLANEOUS WORKS</u></b>					
4.1	Cost to dismantle the relevant existing ceiling boards and supports c/w necessary paint and make good to its original conditions for the above-mentioned replacement works.	Lot		1		
4.2	Cost to make new ceiling openings c/w ceiling frame supports for installation of new supply air diffusers and return air grilles.	Lot		1		
<b>5.0</b>	<b><u>TESTING AND COMMISSIONING</u></b>					
5.1	To carry out programming, testing and commissioning for the above-mentioned VAV box controllers.	Lot		1		
<b>JUMLAH KESELURUHAN BAGI RINGKASAN TAWARAN INI</b> TOTAL AMOUNT FOR THIS SUMMARY OF TENDER						



## PROPOSED NEW LAYOUT

# **REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD, AT PMMPMHAMB HOSPITAL TUTONG, MINISTRY OF HEALTH**

## **PARTICULAR SPECIFICATION**

### **GENERAL**

1. All the measurement and quantification to be carried out by the contractor. Measurements and quantifications given herein are not to be taken as exact. Contractor shall be responsible for taking the actual and exact measurement and quantification prior site, verify all measurement and site conditions and having tendered their prices accordingly. No claims by the successful tendered will be entertained for extra payments for additional work they have been made to perform due to matters overlooked with this tender.
2. The Scope of Works in this Tender shall comprise of **REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD, AT PMMPMHAMB HOSPITAL TUTONG, MINISTRY OF HEALTH.**
3. The works shall be completed with all minor and incidental items necessary for the proper functioning of the whole system, though not specifically detailed or mentioned. Allowance shall be made in the Tender price for duty, exchange sales tax and similar charges.
4. All participating tenderer are required to specify approved brand which is approved by the MOD. Catalogues of the offered brand are to be submitted together during submission of the tender.
5. The installation of the new VAV boxes and diffusers must be carried out with minimal disruption to the hospital environment while ensuring compliance with safety, hygiene, and infection control protocols. The contractor is responsible for the careful removal of all existing VAV boxes, diffusers, and associated ductwork connections, ensuring that no damage is caused to the surrounding ceiling panels, ducting, or electrical wiring.
6. The works shall comply with the Energy Efficiency (Standards and Labelling) Order 2021 regulation and to the satisfaction of the Ministry of Energy, Brunei Darussalam, the relevant ASHRAE Standard, and workmanship shall be equal to the best in prevailing trades practices.
7. The quality workmanship and standard of works, materials and equipment execute under this contract must comply with the guidelines and regulations currently in force to compliance to other guidelines.
8. The works shall include the supply of materials and all necessary labor for the proper completion of the installation in accordance to all requirements of all relevant authorities having jurisdiction over the works together wither all incident work pertaining there to even though not specifically mentioned herein.
9. The successful contractor shall work in such manner as to provide the minimum disturbances and minimum inconvenience to the occupants / client. This means that the contractor may be required to stop working in a certain area time when instructed by S.O.
10. The contractor is responsible for the careful removal of all existing VAV boxes, diffusers, and associated ductwork connections, ensuring that no unnecessary damage is caused to the surrounding ceiling panels, ducting, or electrical wiring.
11. All the works on site shall be carried out with the cooperation of the Superintending Officer / Client. The Registered workers on site must wear proper identification badges and uniform – overall showing clearly the name of their Company as well suitable U.S. or British Standard safety shoes and safety helmet as when required.



12. New VAV boxes must be securely mounted, with all duct connections sealed to prevent air leakage. Diffusers must be properly aligned, securely fastened, and designed for optimal air distribution. All wiring, calibration, and programming must be conducted by a qualified technician. To maintain hygiene, dust barriers must be used before installation. Work should comply with **ASHRAE 170 standard**. **The Contractor shall be made fully responsible for REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD, AT PMMPMHAMB HOSPITAL TUTONG, MINISTRY OF HEALTH.**
13. All VAV boxes and diffusers must undergo Testing, Adjusting, and Balancing (TAB) to ensure proper airflow. Airflow balancing need to be conducted to meet design specifications, adjusting dampers as needed. A final walkthrough with S.O. will ensure compliance before handover.
14. All the old equipment parts and waste removed from the site shall be removed from site to an approved dumping area promptly without further reminder and no any additional cost to the Government of Negara Brunei Darussalam.
15. The contractor shall not install any equipment / parts without prior approval from the Superintending Officer regarding quality / make / country of origin.
16. **Before tendering all tenderers shall visit the site and shall have taken into account all relevant aspect of works.** No claim for adjustment to the contract price due to ignorance of the site conditions shall be entertained.

#### **SCOPE OF WORK**

1. To Dismantle and removal of existing VAV boxes and exhaust fans c/w its accessories.
2. To Supply, delivery, and install new VAV Box c/w controller & thermostat.
3. To Supply and lay power control cablings for the new VAV controllers and thermostats.
4. To Supply and install duct fitting connections c/w fiberglass insulation with the new VAV boxes.
5. To Supply and install any necessary additional 4-way diffusers c/w VCD, ducting, adaptors to suit the site.
6. To Supply and install any necessary additional return air diffusers/grilles c/w VCD, ducting to suit the site.
7. To Relocate existing and reconnect as per new room layout return and supply air diffusers c/w ducting.
8. To Replace, Dismantle, Reinstall the necessary external insulation of existing supply and return air ductworks that deemed to be damaged by S.O.
9. To Replace the external insulation of the existing air diffusers and plenum boxes of the linear diffusers.
10. To Dismantle the relevant existing ceiling boards and supports c/w necessary paints.
11. To Make new ceiling openings c/w ceiling frame supports for the new air diffusers and grilles.
12. To Carry out programming, testing and commissioning for the new VAV box controllers.

# **REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD, PMMPMHAMB HOSPITAL TUTONG, MNISTRY OF HEALTH**

## **1 GENERAL**

- 1.1 The general scope of work of this Tender is to replace the existing VAV Boxes and Diffusers and supply and install new VAV Boxes and Diffusers complete with testing and commissioning for the TB Ward.
- 1.2 The duration of the Work shall be **TWO (2) month**.

## **2 PRELIMINARIES**

- 2.1 The Contractor is responsible in planning, arranging and mobilization of all machineries such as diesel generators, equipment, tools, transport, barrier, necessary warning sign and others necessary for the complete and proper execution of the works stated in this Tender to Site.
- 2.2 The Manufacturer/Supplier shall be responsible for the proper packing including labelling of the new VAV Boxes and Diffusers and its associated parts for shipment and is safely shipped from destination until arrival on Site with adequate protection from shock and bump. In the event where damages to the VAV Boxes and Diffusers or any of its associated parts occurred during shipping, the Supplier/Contractor shall rectify or obtain new parts as a result of negligence in material handling and storage.
- 2.3 The Contractor shall prepare and submit Risk Assessment Method Statement (RAMS) and JHA (Job Hazard Analysis) to the S.O. for evaluation and approval prior to commencement of any works stated in this Tender.
- 2.4 The Contractor shall provide all barriers, signage, materials for hoarding and others where necessary to the work site. This shall include compliance to Infection Control Risk Assessment Guidelines.

## **3 ACCESS TO HOSPITAL**

- 3.1 The Contractor shall familiarize himself with the existing worksite condition, access, existing works and all existing services, cable runs, pipelines etc., the dimensions, levels, locations and particulars of existing works and services.
- 3.2 The Contractor should take note that the works will be carried out in an area, which is continuously operational and must take all necessary precautions to prevent damage to existing services such as water, electricity, cables including minimize noise and other services disruption.

- 3.3 The Contractor shall immediately notify to the S.O. any damages to the MOH assets found and if the damages occurred is due to negligence during the contract period, it shall be reinstated by the Contractor at no extra cost to MOH.

#### **4 MANPOWER**

- 4.1 The Contractor shall provide manpower with the necessary skills, knowledge, full time supervision of all his employees, personnel and provide Personal Protection Equipment (PPE) such as coverall (bearing the name of the Company), safety helmets, safety shoes and tools necessary for all workmen during the course of work for the proper execution and completion of the works in a safe manner. The Contractor is responsible for ensuring the workers assigned for the performance of the works are experienced and competent in their respective job or trade category.
- 4.2 S.O. reserve the right to request for replacement of worker if the worker is found to be incompetent, does not comply with the regulations practiced at the workplace, negligence, does not comply with instructions given by the S.O. or others where necessary.

#### **5 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- 5.1 The Contractor shall at his/her its own expense, supply its personnel and sub-contractor's personnel, required in connection with the safe performance of the work, with adequate protective personal clothing and other protective equipment which shall be maintained in good condition or replaced and shall be worn on relevant occasions as indicated by notices, instructions and good practice.
- 5.2 The S.O. have the right to stop the work or does not allow entry to site if the PPE worn by the workers assigned is deemed unsatisfactory.

#### **6 INSURANCE**

- 6.1 The Contractor shall procure and maintain, and continue to extend the following insurances and shall remain effective throughout the contract period and any extension of time granted at his own expense:
- i. Workmen Compensation
  - ii. Public Liability
  - iii. Fire

#### **7 CONTRACT PRICE AND PAYMENTS**

- 7.1 The proposed Contract Sum shall be deemed to cover all costs, charges and expenses for labour, materials, consumables, tools, equipment, transport, documentation, taxes, duties, overheads and any other necessary items for the proper and complete execution

of the works stated in this Tender. This proposed Contract Sum shall remain fixed and firm for the duration of this Contract.

## **8 USE OF SITE**

- 8.1 The Contractor shall not use any of the sites for any purpose other than that of carrying out the scope of work in this Specification.
- 8.2 The Contractor shall, at all times, keep the sites clear and free from all surplus materials, rubbish, debris arising from the execution of the works and keep the sites in clean conditions.

## **9 SECURITY**

- 9.1 The Contractor shall provide to the Superintending Officer full details of all his personnel and vehicles requiring access to the site upon receiving Letter of Award by completing work permit provided by the Estate Maintenance Section.
- 9.2 Where security passes are issued to the Contractor's personnel, the Contractor is responsible for the proper use of the passes.
- 9.3 The Contractor shall ensure that the passes are immediately returned to the authorities when they are no longer required due to the employee not being engaged to work at the secured area, or if the employee has left the Contractor's employment.

## **10 HEALTH AND SAFETY PRECAUTIONS AGAINST FIRE, NOISE CONTROL, etc.**

- 10.1 The Contractor shall provide all necessary measures to comply with all health and safety regulations and rules currently in place. The Contractor shall also comply with all orders and instructions given to him from time to time by the Superintending Officer with regards to health and safety of persons in the vicinity of any site, site regulations and the work in general.
- 10.2 The Contractor shall take all reasonable precautions to prevent loss or damage by fire, comply with existing fire regulations and all instructions given to him by the Superintending Officer with regards to fire precautions and prevention.
- 10.3 The Contractor shall also ensure that all measures are taken to control noise and dust levels produced during the contract period.
- 10.4 The Contractor shall ensure that all equipment is/are safe and operable prior to handing over to the Government.

- 10.5 The Contractor shall adhere to Infection Control Risk Assessment, Implementation and Monitoring Policy (ICRA).
- 10.6 The Contractor shall be responsible in preparing materials for hoarding such as plywood, plastic, tapes, rubber mat and all other materials necessary to meet the requirements of the ICRA policy and as per instructed by the Infection Prevention and Control Unit. All costs shall be deemed to be covered in this Contract.

## **11 WORKMANSHIP**

- 11.1 The S.O. have the right to request amendment or correction of work if it is not satisfactory in terms of quality, workmanship or according to instructions at the Contractor expense. Any job done which are not within the contract scope and done without S.O.'s approval shall not be claimed and will not be entertained due to negligence of contractor.

## **12 PROGRESS REPORT**

- 12.1 The Contractor shall prepare progress report and submit to S.O. every month to keep track the status of the work. The Contractor is also strongly advised to take photographs of work carried out during the contract period as evidence to be attached for progress payment claim. Photographs attached must be clear, properly arranged and labelled including description.
- 12.2 The Contractor shall also submit a final report upon completion consisting of all specification, material list, As-Built drawing (consisting of detailed system layout indicating the location and type of all devices installed and cabling routing), catalogue, relevant operating manuals, spare part list complete with pricing, preventive maintenance checklist for the new equipment installed and others deemed necessary by the S.O.

## **13 EXTENSION OF TIME**

- 13.1 The S.O. may make a reasonable extension of time if the supply is delayed due to S.O.'s instructions or any other reasons which in the opinion of the S.O is beyond the control of the Contractor.
- 13.2 If the Contractor fails to supply any of the items within the Contract period (as in the Letter of Award or as revised according to any extension of time granted by the S.O.) the S.O. may cancel or reject the items supplied late or all items which cannot be used without compensation. The S.O. may obtain such items from other sources and all additional costs or expenses thereby incurred shall be deducted from any monies due or to become due to the Contractor under this contract or shall be recoverable as a liquidated demand in money.

## **14 VARIATIONS AND EXTRAS**

- 14.1 The Superintending Officer may at any time during the progress of the Works, by order in writing under his hand, make or cause to be made any variations from the original Drawing, and Specification by way of addition or omission or otherwise.

## **15 DEFECTIVE LIABILITY PERIOD**

- 15.1 The defective liability period (DLP) shall commence one (1) day after the date of practical completion where any defects, shrinkages or other faults, either of materials or workmanship, which may appear hereto or if none stated then within **twelve (12) months** due to materials and workmanship not in accordance with this Contract shall within reasonable time after receipt of the Superintending Officer's written instructions be made good by the Contractor and at his own cost.
- 15.2 If the Contractor fail to carry out any such instructions of the Superintending Officer, as by the proceeding sub clause provided, within such reasonable time as may be specified in the order, the materials or work so affected may, at the option of the Superintending Officer, be made good by him in such manner as he may think fit, in which case the cost thereby incurred shall be deducted from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as a liquidated demand in money.
- 15.3 If any defects be such that, in the opinion of the Superintending Officer, it shall be impracticable or inconvenient to remedy the same, he shall ascertain the diminution in the value of the Works due to the existence of such defect and deduct the amount of such diminution from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as liquidated demand in money.

## **16 RETENTION MONEY**

- 16.1 A retention money of 5% of the contract sum shall be withheld by the Government and shall be released at the end of the Defective Liability Period. The amount shall be subjected to any adjustment made from any variation order.

## **17 SCHEDULE OF MANUFACTURERS AND SUPPLIERS**

- 17.1 The Tenderer shall provide the specifications of the offered item he intends to propose. Catalogue of the offered items consisting of technical manufacture must be attached to show all equipment, specification and dimension for proper assessment by the S.O. The Tenderer shall also attach any additional document consisting additional information for supporting his offer where necessary or when requested by the S.O. Contractor is strictly not allowed to change material as listed in this schedule after submission of this Quotation unless it is deemed below the minimum requirement by S.O.

## **18      COMPREHENSIVE MAINTENANCE**

- 18.1    Upon completion, the Contractor shall perform comprehensive maintenance of a minimum of **twelve (12) months** comprehensive maintenance complete with spare parts at no additional charges.



**PENGAKUAN INTEGRITI PENENDER**  
**TENDERER'S INTEGRITY DECLARATION**

Rujukan Tawaran <i>Tender Reference</i>	
Tajuk <i>Title</i>	REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD, PMMPMHAMB HOSPITAL TUTONG
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 Brunei Identity Card No. & Colour/International Passport No.	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 propretor / 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 menghadapi 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. <sup>vi</sup>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 (Penggalt 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggalt 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 511 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)

<sup>vii</sup>(Pemilik Syarikat / CEO /Pengarah)

(The Owner of Co / CEO / Director)

(Cop Syarikat)

(Company Stamp)

\_\_\_\_\_  
<sup>i</sup> 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*

<sup>ii</sup> 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)*

<sup>iii</sup> Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja

*To be fill by Limited or Private Limited Company only*

<sup>iv</sup> 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*

<sup>v</sup> 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*

<sup>vi</sup> 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*

<sup>vii</sup> Potong Perenggan yang tidak berkenaan

*Delete where inapplicable*

<sup>viii</sup> 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 annoyance of any person.*

Akan menerima hukuman penjara sehingga 6 bulan atau didenda 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 (Penggai 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 forborne 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 (Penggai 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 (Penggai 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 (Penggai 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 (Penggag 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 mencukupi, 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 (Penggag 22 Undang-Undang Negara Brunei Darussalam)  
*Section 109 of the Penal Code (Cap 22 of the Laws of Brunei)*

109. Barangsiapa 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 (Penggag 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 pakatjahat 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 pakatjahat 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 pakatjahat 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 (Penggag 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) dari Peraturan 12, Peraturan-Peraturan Pegawai-Pegawai Kerajaan (Kelakuan dan Tata tertib), Akta Suruhanjaya Perkhidmatan Awam (Penggali 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 ditegah daripada menerima hadiah-hadiah (selain daripada hadiah-hadiah daripada sahabat-sahabatnya sendiri atau waris-waris) samada yang berupa wang, barang-barang, tambang-tambang percuma atau faedah-faedah yang lain, dan daripada memberi hadiah-hadiah yang sedemikian.

*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 : REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD,  
PMMPMHAMB HOSPITAL 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
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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**

1.	
2.	
3.	
FOR OFFICIAL USE ONLY.	

Quotation For : **REPLACEMENT OF EXISTING VAV BOXES AND DIFFUSERS AT TB WARD PMMPMHAMB HOSPITAL 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 **2** Days / Weeks / Months\* in accordance with the terms and conditions below.

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

2.1 IC No. : \_\_\_\_\_

2.2 Name & Signature : \_\_\_\_\_  
of Witness ( \_\_\_\_\_ )

2.3 IC No. : \_\_\_\_\_

2.4 Address : \_\_\_\_\_

2.5 Telephone No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

2.6 Date : \_\_\_\_\_

Company Stamp

**FOR OFFICIAL USE ONLY.**

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

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

4.0 \_\_\_\_\_  
( \_\_\_\_\_ )

4.1 \_\_\_\_\_  
For Senior Special Duties Officer

4.2 Name & Signature : \_\_\_\_\_  
of Witness ( \_\_\_\_\_ )

4.3 Address : \_\_\_\_\_

4.4 Telephone No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_ E-mail : \_\_\_\_\_

4.5 Date of Contract : \_\_\_\_\_

5.0 The Contract Administrator is : \_\_\_\_\_

6.0 The Starting Date is on : \_\_\_\_\_

\* Delete as necessary

Department Stamp

## **PART B - TERMS OF QUOTATION**

### **1.0 BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION**

#### **1.1 Overall Obligations of the Government:**

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

#### **1.2 Overall Obligations of the Contractor:**

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

#### **1.3 Instructions & Certifications**

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

### **2.0 QUALITY, HEALTH AND SAFETY**

#### **2.1 Quality**

- 2.1.1 The Contractor must do his work based on the documents referred to in this Contract and other instructions and information given to him by the Contract Administrator.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Contract Administrator must inform the Contractor of the shortfall(s). The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), The Contract Administrator may arrange others to rectify the shortfall(s). The Contract Administrator can also certify either:

- (a) The cost of rectifying such shortfall(s); or
- (b) The reduced value of the completed Works due to such shortfall(s)

as provided in the payment certification clause.

- 2.1.4 The Contract Administrator can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix) after the Contract Administrator confirms the Works is complete as provided in the completion clause.

#### **2.2 Variations to Work**

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

#### **2.3 Health and Safety**

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

### 3.0 TIME OBLIGATIONS

#### 3.1 Starting, Progress and Finishing

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

#### 3.2 Adjusting Time for Completion

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

#### 3.3 Completion

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

#### 3.4 Delayed Completion

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

### 4.0 PAYMENT CERTIFICATION

#### 4.1 Claims and Payment Certificate

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

#### 4.2 Contents of Payment Certificate:

- 4.2.1 The payment certificate must include the following:
- 4.2.2 Add the following:
  - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates or schedule of rates, if any. If none, then valued based on fair market rates.
  - (b) Value of variation work properly instructed by the Contract Administrator and properly done by the Contractor.
- 4.2.3 Deduct the following:
  - (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually practically completes the Works.
  - (b) The value of any shortfall(s) due to work done according to this Contract or due to any other breach of this Contract by the Contractor which the Contract Administrator has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Contract Administrator can certify either:
    - (i) The cost of rectifying such shortfall(s) by others; or

(ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.

- (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including work that is not done according to this contract and any other breach of contract by the Contractor identified by the Contract Administrator.

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

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

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

## 5.0 TERMINATION OF CONTRACT

5.1 If the Contractor:

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

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

5.2 If the Contractor:

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

this Contract is terminated by a written notice.

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

## PART C - APPENDIX

1.0	Completion Date: (If not stated, to be instructed by the Contract Administrator. If more than one completion period, identify the scope of Works for each completion period)	
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:	12 Months
4.0	Retention Sum	5 % Of the Contract Sum