



**BALAI KHAZANAH ISLAM SULTAN HAJI HASSANAL BOLKIAH
JABATAN PERDANA MENTERI
NEGARA BRUNEI DARUSSALAM**

**QUOTATION NO:
(69)QTN/BKISHHB/2020/Pt.2**

**SUPPLY OF MEDICAL EQUIPMENT TO BALAI KHAZANAH ISLAM SULTAN HAJI
HASSANAL BOLKIAH, JPM**

CLOSING DATE : WEDNESDAY, 8th DECEMBER 2021. 12.00 PM

**Superintending Officer (SO): Balai Khazanah Islam Sultan Haji Hassanal Bolkiah
Jabatan Perdana Menteri
Negara Brunei Darussalam**

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

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

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the Contract Administrator (C.A.), Acting Director, Balai Khazanah Islam Sultan Haji Hassanal Bolkiah. The C.A's decision shall be final and binding upon the Contract.

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

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

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

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

Tenders shall remain valid for **3 MONTHS** from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

4. The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
6. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
7. The tender fee shall be **B\$ 5.00 / N/A * .**
8. No unauthorised alteration or use of 'correction pen' 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 document must be downloaded which is available from PMO's website at <http://www.pmo.gov.bn/SitePages/Tenders%20and%20Quotation.aspx> and printed.

The completed tender documents are to be lodged on or before 12.00 **PM on** 08/12/2021 **in a sealed enveloped addressed to :-**

**TENDER / QUOTATION (QTN) BOX
PENERUSI JAWATANKUASA SEBUTHARGA
LANTAI 1, JABATAN PERDANA MENTERI
JALAN PERDANA MENTERI
BANDAR SERI BEGAWAN BB3913
NEGARA BRUNEI DARUSSALAM**

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

Quotation No. : (69)QTN/BKISHHB/2020/Pt.2 **Quotation Closing Date : 08/12/2021**

Project Title : SUPPLY OF MEDICAL EQUIPMENT TO BALAI KHAZANAH ISLAM SULTAN HAJI HASSANAL BOLKIAH, JPM

* **Delete As Necessary**



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

**PRIME MINISTER'S OFFICE
NEGARA BRUNEI DARUSSALAM**

Quotation For : SUPPLY OF MEDICAL EQUIPMENT TO BALAI KHAZANAH ISLAM SULTAN HAJI HASSANAL BOLKIAH, JPM

Quotation No. : (69)QTN/BKISHHB/2020/Pt.2 **Closed On** : 08/12/2021 **Receipt No.** : _____

PART A - AGREEMENT

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

(Brunei Dollars) _____

(or),

At Schedule of Rates attached subject to the adjustment percentage of an additional (+) / a deduction (-)* _____ % with an approximate Maximum Contract Sum as stated in PART C - APPENDIX Item 6.0.

And,

within the Contract Period of 1 Days / Weeks / Month * in accordance with the terms and conditions below.

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

IC No. : _____

2.1 Signature & Name of Witness : _____
(_____)

IC No. : _____

2.2 Company Address : _____

B
Company Stamp

2.3 Tel. No. : _____ Fax No. : _____ E-mail : _____

2.4 Date : _____

ACCEPTANCE OF CONTRACT (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 _____)

or

At Schedule of Rates attached subject to the adjustment percentage of an additional (+) / a deduction (-)* _____ % with an approximate Maximum Contract Sum as stated in PART C - APPENDIX Item 6.0.

And,

within the Contract Period of 1 Days / Weeks / Month * in accordance with the terms and conditions below.

4.0 _____

**(DR. HAJI AWANG MOHAMMED HUSSAIN
BIN PEHIN PENYURAT HAJI AWANG AHMAD)**

4.1 Act. Director of Balai Khazanah Islam Sultan Haji Hassanal Bolkiah

4.2 Signature & Name : _____
of witness **(HALIMAHTUSA'ADIAH BINTI HAJI HISHAMUDDIN)**

C
Department Stamp

4.3 Address : Balai Khazanah Islam Sultan Haji Hassanal Bolkiah, Simpang 26, Jalan Pengiran Babu Raja, BA2112, BSB, NBD

4.4 Tel. No. : 2220701/2220702/2220703 Fax No. : 2220704 E-mail : info@bkishhb.gov.bn

4.5 Date of Contract : _____ Approval No. : _____

4.6 The Contract Administrator is : Act. Director of Balai Khazanah Islam Sultan Haji Hassanal Bolkiah

4.7 The Starting Date is on : _____

Note : An asterisk * indicates text that is to be deleted as appropriate

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 Works.
- 1.1.2 To provide all information and facilities stated in this Contract to enable the Contractor to do his Works.
- 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 collateral warranty and insurance as referred to in Clause 1.2.3 and 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 Completion Date(s) and Contract 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 their Works.
- 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 & Job Orders

- 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 and Job Orders.
- 1.3.3 For each Job Order, the Contract Administrator must state a commencement date and a reasonable date for its completion and the Contractor must complete each Job Order by that completion date.
- 1.3.4 The minimum and maximum of any one Job Order to be issued as stated in the Appendix Item 5.0 and the maximum to be issued must be capable of being carried out and completed within the Contract Period.
- 1.3.5 The Contractor must comply with all instructions, certifications and Job Orders issued by the Contract Administrator.
- 1.3.6 The Contract Administrator may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.5, and the Contractor shall pay for all extra costs incurred.

2 QUALITY, HEALTH, SAFETY AND ENVIRONMENT

2.1 Quality

- 2.1.1 The Contractor must do his Works 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 shall inform the Contractor of the shortfall(s) in writing. 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 Item No. 3.0) after the Contract Administrator confirms the Works is complete as provided in the Completion Clause.

2.2 Health, Safety And Environment

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

3 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. The Contractor shall not be entitled to claim for any loss or damage caused by any delay of possession of site.
- 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 Completion Date(s) 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 Works.
- 3.2.2 If any Completion Date(s) is affected the Contract Administrator must adjust the Completion Date(s).
- 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 completed all the Works, he shall inform the Contract Administrator stating he has completed.
- 3.3.2 The Contract Administrator must decide when the Works has 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 Item No. 3.0) 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 by the date stated in the Contract or Job Order, 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 Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completed the Works.

4 VARIATIONS TO WORK

- 4.1.1 The Contract Administrator can issue instructions to vary the Works to be done.
- 4.1.2 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 Certification Clause.
- 4.1.3 The Contract Administrator must value the variation work using the Summary of Works rates and/or adjusted Schedule of Rates. If neither are available then using fair market rates.
- 4.1.4 This shall be done in a written certificate clearly identified as Variation Order certificate.

5 PAYMENT CERTIFICATION

5.1 Claims and Payment Certificate

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

5.2 Contents of Payment Certificate:

- 5.2.1 The payment certificate must include the following:
- 5.2.2 Add the following:
- (a) Cumulative value of the Works done. This is valued based on Summary of Works rates and/or adjusted 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.
- 5.2.3 Deduct the following:
- (a) Liquidated and Ascertained Damages which is calculated for delay between when the Contractor should have completed the Works and when he actually practically completed the Works.
 - (b) The value of any shortfall(s) due to Works 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 Works that are not done according to this Contract and any other breach of contract by the Contractor identified by the Contract Administrator.

- (d) 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.
- (e) The Contract Administrator may deduct any monies owed by the Contractor to the Government under this Contract or any contract(s) from the Contractor's payments.

6.0 TERMINATION OF CONTRACT

6.1 If the Contractor:

- (a) Suspends the Works before completion without any reasonable cause; and/or
- (b) Fails to proceed with the Works within the time stated in the Contract Administrator's Instructions; and/or
- (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.

6.2 If the Contractor:

- (a) Becomes bankrupt; or
- (b) Goes into liquidation; or
- (c) Has offered or given or agreed to give to any person any gift 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 this Contract with the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other contract with the Government or the like acts shall have been done by any person employed by the Contractor or acting on his behalf (with or without the knowledge of the Contractor), or if, in relation to this Contract or any other contract with the Government, the Contractor, or any person employed by the Contractor or acting on his behalf shall have committed or abetted to commit an offence under the Prevention of Corruption Act (Chapter 131) or section 161, 162, 163, 164, 165, 213, 214 or 215 of the Penal Code (Chapter 22)

this Contract is terminated by a written notice.

6.3 In either (6.1) or (6.2) above, the Contract Administrator may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

6.4 Termination For Convenience

- (a) The Government may at any time, give the Contractor a written notice to terminate the employment of the Contractor under the Contract and the Contractor shall immediately or upon such other date as specified in the written notice;
 - i. cease all works under the Contract, which shall include, but be not limited to such work for the purpose of protecting, making safe or tidying up such part of the works as may already have been executed, or may be in the course of execution.
 - ii. vacate the site, remove all his plant, tools, equipment, goods and unfixed materials which have not been paid by the Government and handback possession of the site to the Government.
- (b) In the event of termination under this Clause, Contract Administrator shall certify the amounts payable to the Contractor and the Contractor shall provide all reasonable assistance to the Contract Administrator. In the event that the Contractor does not submit the necessary information required, the Contract Administrator shall make his certification on the information available. The amount certified shall be paid by the Government less any sums previously paid or due to or recoverable by the Government from the Contractor.

PART C - APPENDIX

<p>1.0</p>	<p>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) For Term Contract, the Contract shall ends when the following conditions are met: (a) The actual expiration of the Contract Period; or (b) The limit of the Approximate Maximum Total Value of All Job Orders have been reached; Whichever of the above comes first but subject to Clause 3.2 and Clause 4.0.</p>	<p style="text-align: center;"><u>1 MONTH</u></p>
<p>2.0</p>	<p>Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)</p>	<p style="text-align: center;">B\$ ____ per day $\frac{\text{Awarded contract sum}}{\text{No. days (Contract Period)}} \times 15\%$</p>
<p>3.0</p>	<p>Shortfalls / Defects Liability Period: (If none stated, SIX (6) MONTHS from the date of completion)</p>	<p style="text-align: center;"><u>N/A</u> Months</p>
<p>4.0</p>	<p>Retention Sum: (If none stated, FIVE (5%) PERCENT of the Contract Sum)</p>	<p style="text-align: center;"><u>N/A</u> % of the Contract Sum</p>
<p>5.0</p>	<p>Minimum and Maximum Values of Job Orders: Minimum value of any one Job Order to be issued Maximum value of any one Job Order to be issued (If none stated, the maximum value to be issued must be capable of being carried out and completed within the Contract Period)</p>	<p style="text-align: center;">≤ B\$ _____ ≥ B\$ _____</p>
<p>6.0</p>	<p>Approximate Maximum Total Value of All Job Orders for the Contract Period: (If not stated, NOT MORE THAN \$50,000.00 - BRUNEI DOLLARS FIFTY THOUSANDS) The Contract Administrator gives no warranty or undertaking as to the actual amount of Works that will be issued through Job Orders and no variance in the actual value of Works ordered shall give rise to a change in any rate, price or percentage adjustment.</p>	<p style="text-align: center;">≤ B\$ _____</p>

RINGKASAN TAWARAN
SUMMARY OF TENDER

Tajuk / Title : SUPPLY OF MEDICAL EQUIPMENT TO BALAI KHAZANAH ISLAM SULTAN HAJI HASSANAL BOLKIAH, JPM

Bil. Sebutarga : (69)QTN/BKISHHB/2020/Pt.2 Ruj. Permohonan : Lain-lain :
Quotation No. Request Ref. Others

Muka 1 Dari 2

Bil. No.	Keterangan Description	Unit Unit	Kadar Rate	Kuantiti Quantity	Jumlah Amount	
					\$	¢
	All items MUST be instock and should include warranty for 12 months, labour, tools, equipments and other associated works to complete. To provide demonstration and training (where applicable) and testing of equipments.					
1.0	Automatic Hospital Bed Adjustable Height Specifications: Weight: 100 kg Weight Capacity: 130 kg Frame: Mild Carbon Steel Functions: Height Adjustable, Elevating Back & Legs Comes with: Mattress, Pillow, Blanket and Table Dimensions: L210cm x W100cm x H43-76cm (Mattress height - 8cm)	no		1		
2.0	18" Standard Wheelchair (Foot Rest Detachable) Specifications: Product size: 77 x 60 x 90 cm Material: Aluminum Alloy Net Weight: 10kg Gross weight: 12kg Type: Manual Wheelchair Width: 60cm Seat Width: 45cm Capacity: 100kg Tyres: Solid Tyres, Rear: 19 inch; Front: 6 inch	no		1		
3.0	22" Foot And Arm Rest Detachable PVC Wheelchair Specifications: Material: Aluminum Alloy Net Weight: 20kg Wheelchair Width: 65cm Seat Width: 55cm Capacity: 120kg Tyres: Solid Tyres, Rear: 19 inch; Front: 6 inch	no		1		
4.0	Foldable Stretcher Specifications: Open Size: 188 x 50 x 20 cm Gross Weight: 12KG Material: Steel Load Bearing: 100KG	no		1		
5.0	Hospital Bedside Cabinet Specifications: 1. With Wheels 2. Durable ABS Plastic Material	no		3		
6.0	Hospital Step Stool Specifications: Chromed steel structure Non-sliding rubber surface Dimensions 45 x 52 x 45 cm	no		1		
JUMLAH DIBAWA KE DEPAN AMOUNT CARRIED FORWARD						

RINGKASAN TAWARAN
SUMMARY OF TENDER

Tajuk / Title : **SUPPLY OF MEDICAL EQUIPMENT TO BALAI KHAZANAH ISLAM SULTAN HAJI HASSANAL BOLKIAH, JPM**

Bil. Sebutarga : (69)QTN/BKISHHB/2020/Pt.2 Ruj. Permohonan : Lain-lain :
Quotation No. Request Ref. Others

Muka 2 Dari 2

Bil. No.	Keterangan Description	Unit Unit	Kadar Rate	Kuantiti Quantity	Jumlah Amount	
					\$	¢
Amount Brought Forward						
7.0	First Aid Box with Essentials Specifications: First aid Kit Box with locks Comes with Medical Essentials, please state:	no		1		
8.0	Blood Pressure Monitor Specifications: Wrist Size: 23-33cm Power: 4 Pcs AA Battery Function: Measure and Monitor Blood Pressure of the human body Measurement Method: Measurement Method: Oscillographic Determination Working Type: Automatic Measurement Pulse Rate Display Range: 40-199 Times/Minute Detection Range: 0.0kPa~37.3kPa, (0mmHg~280mmHg) <u>Digital LCD screen Package Include:</u> 1 Pc x Monitor Device, 1 Pc x Cuff, 4Pcs x AA Battery Note: Tenderers are to provide catalogues complete with pictures for items quoted.	no		1		
JUMLAH KESELURUHAN BAGI RINGKASAN TAWARAN INI						
TOTAL AMOUNT FOR THIS SUMMARY OF TENDER						

We certify that the above information are correct.

COMPANY OFFICIAL STAMP

.....
Signature of Tenderer

.....
Signature of Witness

Name

Name

Position in Company

Position in Company

Date

Date

NOTE: Quotation will be VOID if failure to state price in the final summary sum on the Form of Contract Agreement (PWDQ2017-15.25-2 1/6) with Company's Name and Stamp. Summary of Tender which is incomplete or unsigned or not price will render the tender to be rejected.

COMPANY PROFILE

Name of Company: _____

Company Registration No.: _____

Type of Company (e.g. Sdn.Bhd): _____
 Partnership, Sole Proprietor, Joint
 Venture, Trading Co.: _____

Authorised Capital (B\$): _____ Paid-Up Capital (B\$): _____

Banker for Company's business: _____

Director, Shareholders, Proprietor	Percentage Share	Brunei I.C. Number	Immigration Status

Current Workforce (No.of Persons) in Brunei:-			
a. Management: _____	d. Supervisor: _____		
b. Engineer: _____	e. Trainee/Workmen: _____		
c. Technicians: _____	f. Other: _____		
TOTAL WORKFORCE: _____	NO. OF PERSONS: _____		

We certify that the above information are correct.

OFFICIAL STAMP



Signature of Tenderer
 Name _____
 Position in Company _____
 Date _____

Company Name
 Address _____

TENDERER'S LIST OF CURRENT WORKS IN NEGARA BRUNEI DARUSSALAM

LIST OF CURRENT WORKS IN NEGARA BRUNEI DARUSSALAM.

(To be filled up by contractors and return together with the form of tender)

NO	PROJECT TITLE	LOCATION	COMPLETION DATE	CURRENT PROGRESS (%)	CONTRACT VALUE B\$

**Please submit separate attachments if the above space is not enough.

We certify that the above information are correct.

OFFICIAL STAMP



Signature of Tenderer
 Name -----
 Position in Company -----
 Date -----

Company Name -----
Address -----

TENDERER'S PRESENT CONTRACT COMMITMENTS

LIST OF PRESENT WORKS IN NEGARA BRUNEI DARUSSALAM.

(To be filled up by contractors and return together with the form of tender)

NO	PROJECT TITLE	LOCATION	CONTRACT NO & EXPIRED DATE	CONTRACT VALUE B\$
TOTAL VALUE OF CONTRACT AT HAND				

**Please submit separate attachments if the above space is not enough.

We certify that the above information are correct.

OFFICIAL STAMP



Signature of Tenderer

Name -----
Position in Company -----
Date -----

Company Name -----
Address -----

TENDERER'S LIST OF PREVIOUS EXPERIENCE PROJECT

LIST OF PREVIOUS WORKS IN NEGARA BRUNEI DARUSSALAM.

(To be filled up by contractors and return together with the form of tender)

NO	NAME OF WORKS, OWNER & NATURE OF WORKS	CONTRACT SUM	SCHEDULE CONSTRUCTION TIME	ACTUAL CONSTRUCTION TIME	SUPERINTENDING OFFICER

**This supplementary information is for assisting the Superintending Officer in compiling the contract recommendation and will be treated as minimum requirement.

We certify that the above information are correct.

OFFICIAL STAMP



Signature of Tenderer

Name -----
Position in Company -----
Date -----

Company Name -----
Address -----

TENDERER'S LIST OF PROJECTS TENDERED

LIST OF PROJECTS TENDERED IN NEGARA BRUNEI DARUSSALAM WITHIN THE LAST SIX MONTHS.

(To be filled up by contractors and return together with the form of tender)

NO	PROJECT NO	PROJECT TITLE	LOCATION	RESULT

**Please submit separate attachments if the above space is not enough.

We certify that the above information are correct.

OFFICIAL STAMP



Signature of Tenderer

Name -----
Position in Company -----
Date -----

Company Name -----
Address -----

SENARAI DAN JUMLAH PEKERJA

RUJUKAN : (69)QTN/BKISHHB/2020/Pt.2

TAWARAN : SUPPLY OF MEDICAL EQUIPMENT TO BALAI KHAZANAH ISLAM SULTAN HAJI HASSANAL BOLKIAH, JPM

(A) TEMPATAN (JUMLAH DAN BILANGAN %)

SENARAI NAMA PEKERJA	NO. KAD PENGENALAN	GELARAN JAWATAN	KADAR GAJI SEBULAN	NO PENDAFTARAN	CARUMAN	LAIN-LAIN KEMUDAHAN

(B) ASING (JUMLAH DAN BILANGAN %)

SENARAI NAMA PEKERJA	NO. KAD PENGENALAN	GELARAN JAWATAN	KADAR GAJI SEBULAN	NO PENDAFTARAN	CARUMAN	LAIN-LAIN KEMUDAHAN

**Please submit separate attachments if the above space is not enough.

We certify that the above information are correct.

OFFICIAL STAMP



.....
Signature of Tenderer
 Name,
 Position in Company,
 Date

Company Name,
 Address



PENGAKUAN INTEGRITI PENENDER
TENDERER'S INTEGRITY DECLARATION

Rujukan Tawaran <i>Tender Reference</i>	(69)QTN/BKISHHB/2020/Pt.2
Tajuk <i>Title</i>	SUPPLY OF MEDICAL EQUIPMENT TO BALAI KHAZANAH ISLAM SULTAN HAJI HASSANAL BOLKIAH, JPM
Kementerian / Jabatan <i>Ministry / Department</i>	JABATAN PERDANA MENTERI

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. Pasport Antarabangsa <i>Brunei Identity Card No. & Colour/International Passport No.</i>	Tandatangan Signature

*sila lampirkan salinan kad pengenalan setiap pemilik syarikat/pemegang saham
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,
iadalah 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)

iiadalah 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. iiiSaya/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. ivSaya/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. vSaya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) yang dinyatakan dalam Lampiran 1.**
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 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. viSaya/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 (Penggala 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggala 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)
vii(Pemilik Syarikat / CEO /Pengarah)
(The Owner of Co / CEO / Director)
(Cop Syarikat)
(Company Stamp)

¹ 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

² 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)

³ Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja
To be fill by Limited or Private Limited Company only

⁴ 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

⁵ 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

⁶ 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

⁷ Potong Perenggan yang tidak berkenaan
Delete where inapplicable

⁸ 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 menghadapi 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		

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapi 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		

Bab 177 Kanun Hukuman Jenayah (Penggagal 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 (Penggagal 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 (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 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 (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, perkakasa 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 (Penggagal 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 (Penggalt 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 (Penggalt 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 (Penggalt 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 (Penggalt 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 (Penggagal 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 consequence 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 (Penggagal 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 (Penggagal 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 Tatatertib), Akta Suruhanjaya Perkhidmatan Awam (Penggagal 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.