

Rujukan Kami: UTB/F.1/1.7/QTN/2025-2026

24 Rabiulawal 1447H 17 September 2025

Kepada:

Pengurus Syarikat

Tuan/Puan,

BILANGAN SEBUTHARGA

: UTB/QTN/2025-2026/GSRO/10

KETERANGAN SEBUTHARGA: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND TRAINING OF DATA ACQUISITION AND LOGGING AND OTHER COMPONENTS FOR UTB/GSR/1/2025 (1), GRADUATE STUDIES AND RESEARCG OFFICE (GSRO), UNIVERSITI TEKNOLOGI BRUNEI

Syarikat Tuan/Puan adalah dipelawa untuk menawarkan harga bagi perkara dinyatakan di atas dengan mengikut terma dan syarat yang ditetapkan seperti berikut:

- Tawaran/Sebutharga hendaklah diisi dengan lengkap dan dihantar dalam sampul surat yang tertutup tanpa menunjukkan identiti pembekal kecuali bilangan sebutharga, keterangan sebutharga, tarikh diiklankan dan tarikh tutup.
- 2. TAWARAN hendaklah dihantar dan dimasukan ke dalam PETI SEBUTHARGA/TAWARAN, BAHAGIAN KEWANGAN, PEJABAT BENDAHARI, UNIVERSITI TEKNOLOGI BRUNEI, TUNGKU HIGHWAY, BE1410, BRUNEI DARUSSALAM
- 3. TARIKH TUTUP TAWARAN/SEBUTHARGA adalah tidak lewat pada 30 SEPTEMBER 2025 SEBELUM JAM 2.00 PETANG.
- 4. Penghantaran tawaran/sebutharga yang diterima lewat dari tarikh dan masa tutup tawaran akan ditolak dan tidak akan dinilai.
- 5. Merujuk para 3.1.3, Garispanduan Perolehan Kerajaan, Peraturan-Peraturan Kewangan 2022, pihak Syarikat Tuan/Puan adalah dikehendaki untuk menghadapkan dokumen-dokumen dan maklumat seperti yang disenaraikan dibawah ini. Pihak Syarikat hendaklah menandakan pada checklist sebagai pengesahan dokumen sudah disertakan dengan lengkap dan teratur. Jika dokumen tidak lengkap, tawaran/sebutharga dianggap tidak sah. Antara dokumen dan maklumat yang diperlu disertakan adalah seperti berikut:

Engaging Minds, Pioneering Growth

Kontraktor dan Pembekal yang dikeluarkan oleh ABCI / Sijil Brunei Darussalam Medicines Control Authority (BCDMA) – jika berkenaan/jika diperlukan*
5.2
5.3 □ Senarai nama, jawatan dan gaji; jumlah; dan bilangan (%) pekerja tempatan dan pekerja asing hendaklah disertakan bersama.
5.4
5.5 □ Salinan Sijil Pematuhan Akta Cukai (Certificate of tax Compliance) daripada Bahagian Hasil Kementerian Kewangan dan Ekonomi bagi syarikat yang berdaftar di bawah Akta Syarikat, Chapter 39 (Sdn Bhd atau Berhad).
5.6 □ Salinan Sijil Pendaftaran Syarikat dan Nama-Nama Perniagaan yang dikeluarkan melalui <i>Corporate Registry System</i> di dalam <i>One Common Portal</i> .
5.7 □ Pengesahan pematuhan Akta Amanah Pekerja dan Perintah Pencen Caruman Tambahan 2009 dari Tabung Amanah Pekerja dengan menyatakan nombor Akaun Majikan dan senarai perkerja yang dicarumkan.
5.8
5.9
5.10 □ Salinan resit pembayaran
5.11 □ Borang Lampiran C
5.12 ☐ Borang Lampiran C1
Merujuk para 3.1.4, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, pihak Syarikat Tuan/Puan hendaklah mempastikan jumlah

6. Merujuk para 3.1.4, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, pihak Syarikat Tuan/Puan hendaklah mempastikan jumlah yang dinyatakan adalah tepat dan harga tawaran di dalam Form of Tender adalah selaras dengan harga yang dinyatakan di dalam dokumen-dokumen tender serta jumlah dalam perkataan adalah sama dengan harga tawaran dalam angka. Jika tidak sama, tawaran dianggap tidak sah.

- 7. Merujuk para 3.1.5, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, pihak Syarikat Tuan/Puan adalah dimaklumkan mengenai dengan denda yang boleh dikenakan kepada penender iaitu dasar penegahan dari menyertai tawaran Kerajaan dan denda-denda lain jika ada.
- 8. Merujuk para 3.1.6, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022 pihak Syarikat adalah dimaklumkan bahawa jika syarikat yang berjaya untuk mendapat tawaran mempunyai hutang dengan kerajaan, maka syarikat berkenaan hendaklah bersetuju bagi hutang-hutang berkenaan dibayar kepada Kerajaan melalui potongan bayaran perkhidmatan atau perbekalan yang ditawarkan. Persetujuan itu hendaklah dimasukkan ke dalam Kontrak Perkhidmatan atau Perbekalan.
- 9. Merujuk para 3.1.7, Garispanduan Perolehan Kerajaan, Peraturan-peraturan Kewangan 2022, **semua cukai kastam** dan **withholding tax** hendaklah dibayar oleh pihak Syarikat Tuan/Puan.
- 10. Sila pastikan **cop syarikat** dan **tandatangan pengesahan** dibubuh pada setiap borang sebutharga / tawaran.
- 11. Jika sekiranya Syarikat Tuan/Puan tidak dapat menawarkan harga (no quote) pada tarikh tutup yang dinyatakan di atas, borang tawaran hendaklah dikembalikan ke PETI SEBUTHARGA/TAWARAN, BAHAGIAN KEWANGAN, PEJABAT BENDAHARI, UNIVERSITI TEKNOLOGI BRUNEI, TUNGKU HIGHWAY, BE1410, BRUNEI DARUSSALAM.
- 12. Pihak Universiti tidak semestinya terikat untuk menerima sebarang tawaran termurah atau lain-lain tawaran yang tidak munasabah.
- 13. Penghantaran barang-barang hendaklah sampai ke Universiti Teknologi Brunei mengikut jadual penghantaran yang dinyatakan di dalam sebutharga. Jika sekiranya pihak pembekal gagal menghantar barang -barang mengikut jadual penghantaran yang telah ditetapkan maka tempahan akan dibatalkan.
- 14. Bagi sebutharga di bawah peruntukan UTB-Kerajaan Brunei Darussalam). Resit rasmi akan dikeluarkan oleh pihak UTB selepas Bahagian Kewangan. Pejabat Bendahari menerima laporan BIBD iaitu sekurang-kurangnya 24 jam setelah pembayaran dibuat oleh pihak vendor.
- 15. Bagi sebutharga di bawah peruntukan TABUNG UTB resit rasmi akan dikeluarkan oleh pihak TABUNG UTB selepas pembayaran telah dibuat oleh pihak vendor dan disahkan oleh Bahagian TABUNG UTB, Pejabat Bendahari.
- 16. Sebarang pertanyaan mengenai keterangan sebutharga, sila **hubungi pihak pengguna** melalui alamat emel yang dinyatakan pada borang sebutharga (muka surat akhir).

Sekian.

NOTA*

TARIKH TUTUP/

CLOSING DATE: 30 SEPTEMBER 2025

2.00 PETANG

BIL. SEBUTHARGA/QUOTATION NO.: UTB/QTN/2025-2026/GSRO/10 TARIKH / DATE: 17 SEPTEMBER 2025

NEGARA BRUNEI DARUSSALAM GADONG BE1410 LEBUHRAYA TUNGKU UNIVERSITI TEKNOLOGI BRUNEI 1F.34 TINGKAT 1 BLOK F BAHAGIAN KEWANGAN, PEJABAT BENDAHARI PETI SEBUTHARGA SILA HANTAR SEBUTHARGA TERUS KEPADA:

	<u>н</u>	BIL.	LOG
Preferred item: Tektronix DAQ6510 or its equivalent	Data Acquisition and Logging SPECIFICATIONS: Channels: 80 Plug-In Switch Modules: 12 options Digitizer: 1 Msample/s, 16 bit with 7 million readings storage Voltage: 100 nV to 1000 V with 0.0025% basic DCV accuracy Current: 10 pA to 3A Resistance: 1 μΩ to 120 MΩ Capacitance: 0.1 pF to 100 μF Temperature measurement with thermocouples, resistance temperature detectors, and thermistors from -200°C to 1820°C	DESCRIPTION	TITLE: FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND TRAINING OF DATA ACQUISITION AND LOGGING AND OTHER COMPONENTS FOR UTB/GSR/1/2025 (1), GRADUATE STUDIES AND RESEARCG OFFICE (GSRO), UNIVERS:
	1 unit	KUANTITI QUANTITY	ON, COMMISSIONING, T /1/2025 (1), GRADUATE TEKNOLOGI BRUNEI
		TAWARAN OFFER	DUATE STUDIES AND RE
		KADAR/RATE (B\$)	ESTING AND TRAINING OF DATA ACQUISITION AND STUDIES AND RESEARCG OFFICE (GSRO), UNIVERSITI
		JUMLAH/ TOTAL AMOUNT (B\$)	QUISITION AND SRO), UNIVERSITI

Company's Stamp and Initial



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Solar panels SPECIFICATIONS: Power: 20W Technology: Monocrystalline Voltage max: 18.4V Voltage open: 22.5V Current max: 1.09A Current SC: 1.14A Dimension (HxL): 370x345mm Thickness: 25mm Weight: 1.15kg Operation temperature: -35°C to +55°C Preferred item: Seeit 20W Photovoltaic Solar Panel Kit or its equivalent	SPECIFICATIONS: • Voltage channels: 20 rated at 300V • Current channels: 2 rated at 3A • Screw terminals • 50 MHz bandwidth • Low insertion loss of up to 50 MHz • Relay closures stored in onboard memory Preferred item: Tektronix 7700 or its equivalent
12 units	2 units

Company's Stamp and Initial



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Insulated terminal crimp terminal kit Preferred item: RS PRO 800 Piece Insulated Terminal Crimp terminal Kit or its equivalent	Flexible Conduit SPECIFICATIONS: Nominal diameter 17mm Outside diameter: 21.2mm Inside diameter: 16.6mm Minimum Bending Radius: 45° Preferred item: HellermannTyton Flexible Conduit or its equivalent	PVC equipment wire SPECIFICATIONS: Color: BLACK Length: 100m AWG: 20 Preferred item: RS PRO Red 0.5mm² Hook Up Wire, 20 AWG or its equivalent	PVC equipment wire SPECIFICATIONS: Color: RED Length: 100m AWG: 20 Preferred item: RS PRO Red 0.5mm ² Hook Up Wire, 20 AWG or its equivalent
2 units	2 units	1 units	1 units

Company's Stamp and Initial

QUOTATION NOT UTB/QTN/2025-2026/GSRO/10

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Thermocouple SPECIFICTIONS: Sensing Temperature Min: -75°C Measured Temperature Min: -75°C Sensing Temperature Max: 250°C Measured Temperature Max: 250°C Measured Temperature Max: 250°C Insulation: PFA Thermocouple Termination: Miniature Connector Thermocouple Wire Standard: IEC Thermocouple Shielding: Unshielded Preferred item: LABFACILITY, Z2-K-10.0-MP-1/0.315 PFA TTP+MP IEC or its equivalent	Panel mount solar connector SPECIFICATIONS: • Female cable coupler Preferred item: Staubli Cable Coupler MC4 Series, Female, Panel Mount Solar Connector, Cable CSA, 4mm², Rated At 39A, 1.25 kV PV- ADBP4 or its equivalent	 Panel mount solar connector SPECIFICATIONS: Male cable coupler Preferred item: Staubli Cable Coupler MC4 Series, Male, Panel Mount Solar Connector, Cable CSA, 4mm², Rated At 39A, 1 kV PV-KST4 or its equivalent
3 units	20 units	20 units

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ON NO.: UTB/QTN/2025-2026/GSRO/10

12	<u> </u>
Fault ARC generator SPECIFICATIONS: Rated voltage: 380V Rated current: 25A Preferred item: Fault arc generator generator arc simulator protector fault arc detector AFCI or its equivalent	Solar radiation sensor SPECIFICATIONS: DC input voltage supply range: 7V~30V Sensor type: Optical-Electronics sensor Voltage output: 0-10V Maximum power consumption: 0.6W Working temperature: -25°C~60°C Measurement object: sunlight Measuring range: 0~1800W/m² Accuracy: ±5% Wavelength range: 400-1100nm Resolution: 1W/m² Response time: ≤10S Preferred item: UICPAL, Total Solar Radiation Sensor 0-10V Output Radiation Transmitter Monitors Meteorological Outdoor Irradiance or its equivalent
4 units	2 units

Company's Stamp and Initial



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				14	13	
	Training: Required	Warranty: Minimum 1 Year	Preferred item: Tektronix A622 or its equivalent	• DC: 100 A • Max RMS: 71 A • Peak Current: 100 A	Preferred item: 150MHz EMP Generator Electromagnetic Generator for Slot or its equivalent	EMP GeneratorSPECIFICATIONS:Frequency: 150MHz
				2 units	4 units	
TOTAL:						

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QUOTATION NO: UTB/OTN/2025-2026/GSRO/10

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NOTE:

- SNI The evaluation of this quotation may be awarded in WHOLE OR PART.
 - For inquiries, please contact email: kahhaw.law@utb.edu.bn
- Method of payment: online bank transfer to Online bank transfer to UTB-GOV ONLINE PAYMENT
- Proof of payment must be submitted to payment.info@utb.edu.bn, cc payment.info@utb.edu.bn, procurement.finance@utb.edu.bn
- Receipt will be issued via email once Finance office receives verification from BIBD
- CASH PAYMENT IS NOT ACCEPTED.
- 765
- For urgent submission of quotation, please attach proof of payment/screenshot of payment.

 For company registered under Companies Act, Chapter 39 (Sdn Bhd or Berhad), a valid Copy of Certificate of Tax Compliance (COTC) certified may not be assessed by Revenue Division, Ministry of Finance and Economy must be enclosed with the submitted quotation. - if COTC is not attached, your quotes
- 00 Participating vendor must be registered in TAFIS 2.0.

Company Name:	Contact Name:	
Quotation Validity (minimum 06 months) :	Contact Tel:	
Delivery Period (minimum 4 weeks) :	Designation:	
Warranty:1 year	Email address:	

Company's Stamp and Initial

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QUOTATION NO.: UTB/Q

2026/GSRO/10

SURAT PENGESAHAN

PENENDER / PEMBORONG / KONTRAKTOR / PENGUSAHA / PEMBEKAL MEMILIKI PREMIS PERNIAGAAN / PREMIS PERNIAGAAN

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LAMPIRAN 'C1'

PENGESAHAN UNTUK DIISIKAN OLEH PEMBEKAL / PEMBORONG

BIL.	IAI	UK PROJEK
	SEDANG DILAKSANAKAN	TELAH DILAKSANAKAN
*,		
	TANDATANGAN :	COP RASMI SYARIKAT
		COP RASMI SYARIKAT

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

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.), Universit Teknologi Brunei. 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.

- 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.
 - 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.
 - For company registered under Companies Act, Chapter 39 (Sdn Bhd or Berhad), a valid Copy of Certificate of Tax Compliance 'COTC' certified by Revenue Division, Ministry of Finance and Economy must be enclosed with the submitted quotation/tender. COTC is valid for 90 days from the date it is signed or issued by the Ministry of Finance & Revenue, if the period has expired please renew.

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

- (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 9 MONTHS / as stated in the quotation form 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 neccessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

- 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.
- 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.
- 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\$10.00***.
- No unathorised 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.
- Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
- 10. The tender must be completed in the official printed tender forms which is printable/downloadble from UNIVERSITI TEKNOLOGI BRUNEI website at www.utb.edu.bn on the homepage page of 'Tender and Quotation'.

The completed tender documents are to be lodged on or before 2.00 PM on 30 SEP 2025 in a sealed enveloped addressed to :-

TENDER/QUOTATION BOX

FINANCE SECTION, BURSAR'S OFFICE. 1F.34, 1st FLOOR, BLOCK F, UNIVERSITI TEKNOLOGI BRUNEI, TUNGKU GADONG HIGHWAY, NEGARA BRUNEI DARUSSSALAM. BE1410

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

Quotation No. : UTB/QTN/2025-2026/GSRO/10 **Quotation Closing Date** : 30 SEP 2025

> : FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND TRAINING OF DATA ACQUISITION AND LOGGING AND OTHER COMPONENTS FOR UTB/GSR/1/2025 (1), GRADUATE STUDIES AND RESEARCH OFFICE (GSRO),

UNIVERSITI TEKNOLOGI BRUNEI

*Delete as necessary

Title



UNIVERSITI TEKNOLOGI BRUNEI ESTATE OFFICE NEGARA BRUNEI DARUSSALAM

Quotation For : FOR THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND TRAINING OF DATA

ACQUISITION AND LOGGING AND OTHER COMPONENTS FOR UTB/GSR/1/2025 (1), GRADUATE STUDIES

		AND RESEA	RCG OFFICE (GSRO)	, UNIVERSITI TER	(NOLOGI BI	RUNEI	3K/1/2025 (1), GRADUATE	210DIE2
Que	otation No :	UTB/QTN/20	025-2026/GSRO/10	Closed On	: 30/0	9/2025	Receipt No. :	1900 Print Upon 1 2 100 100 100 100 100 100 100 100 100
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	within a period	of	Days / Weeks / I	Months* in acc	ordance w	ith the ter	ms and conditions below.)
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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.
- 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.
- 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

- The Contract Administrator can issue instructions and certifications including job orders to the Contractor on anything relating to the Works.
- 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
- 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.

QUALITY, HEALTH AND SAFETY 2.0

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.
- 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

- The Contract Administrator can issue instructions to vary the Works to be done. 2.2.1
- 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.
- 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:	04 weeks
	(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)	compression and recommendation and properties.
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	B\$ Per Day
3.0	Shortfalls / Defects Liability Period: (If none stated, SIX (6) MONTHS from the date of completion)	Months
4.0	Retention Sum	% of the Contract Sum