UNIVERSITI TEKNOLOGI BRUNEI

Rujukan Kami: UTB/F.1/1.7/QTN/2026-2027

24 Jamadilawal 1448
04 November 2026

Kepada
**Pengurus Syarikat**

Tuan/Puan,

BILANGAN SEBUTHARGA: **UTB/QTN/2026-2027/EST/26**

KETERANGAN SEBUTHARGA: **PENEMPATAN VENDING MACHINE DI KAMPUS UNIVERSITI TEKNOLOGI BRUNEI SELAMA DUA (2) TAHUN.**

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

1. 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 17 NOVEMBER 2026 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:-**

   5.1 ☐ Salinan Sijil Pendaftaran Perniagaan / ☐ Sijil Pendaftaran Kontraktor dan Pembekal yang dikeluarkan oleh *ABCI* / ☐ Sijil *Brunei Darussalam Medicines Control Authority (BCDMA) – jika berkenaan/jika diperlukan**

Engaging Minds, Pioneering Growth

+673 2461020 · 9
+673 2461035/6
www.utb.edu.bn
Universiti Teknologi Brunei
Tungku Highway
Gadong BE1410
Brunei Darussalam

-THIS IS COMPUTER GENERATED DOCUMENT NO SIGNATURE REQUIRED-

5.2 ☐ Pengesahan Jabatan Perkhidmatan Elektrik bagi perkakas elektrik yang berkenaan dan pekerja-pekerja yang akan melaksanakan kerja-kerja elektrik.

5.3 ☐ Senarai nama, jawatan dan gaji; jumlah; dan bilangan (%) pekerja tempatan dan pekerja asing hendaklah disertakan bersama.

5.4 ☐ *Material* yang akan digunakan dengan menyatakan senarai barangan, peratus (%) dan harga ($) barangan tempatan digunakan serta peratus (%) dan harga ($) barangan impot yang akan digunakan.

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 *Corporate Registry System* di dalam *One Common Portal*.

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 ☐ Borang Pengakuan Integriti Penender / ***Integrity Pact*** - **muat turun dari laman sesawang* UTB: https://www.utb.edu.bn/information/tender-and-quotation/

5.9 ☐ **Quotation Form**

5.10 ☐ Salinan resit pembayaran

5.11 ☐ Borang Lampiran C

5.12 ☐ Borang Lampiran C1

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. Merujuk para 10 bilangan 6, selain dari penegahan dari meyertai Tawaran Kerajaan, penender juga akan dikenakan denda pada kadar maksima 10% dari nilai baki barangan atau perkhidmatan yang belum dibekalkan atau dilaksanakan. Oleh yang demikian, jika pihak peneder gagal melaksanakan/menyiapkan kerja/pembekalan dalam tempoh yang ditetapkan, pihak penender akan dikenakan denda *Liquidated Ascertained Damages (L.A.D)*.

11. Sila pastikan **cop syarikat** dan **tandatangan pengesahan** dibubuh pada setiap borang sebutharga / tawaran.

12. **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.

13. Pihak Universiti tidak semestinya terikat untuk menerima sebarang tawaran termurah atau lain-lain tawaran yang tidak munasabah.

14. Penghantaran barang-barang hendaklah sampai ke Universiti Teknologi Brunei **mengikut jadual penghantaran yang dinyatakan dl dalam sebutharga**. Jika sekiranya pihak pembekal **gagal** menghantar barang -barang mengikut jadual penghantaran yang telah ditetapkan maka **tempahan akan dibatalkan**.

15. **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.

16. **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.

17. Sebarang pertanyaan mengenai keterangan sebutharga, sila **hubungi pihak pengguna** melalui alamat emel yang dinyatakan pada borang sebutharga (muka surat akhir).

Sekian.

-THIS IS COMPUTER GENERATED DOCUMENT NO SIGNATURE REQUIRED-

**UNIVERSITI TEKNOLOGI BRUNEI**

TARIKH TUTUP/CLOSING DATE:
**17 NOVEMBER 2026 2.00 PETANG**

BIL. SEBUTHARGA/QUOTATION NO.:
**UTB/QTN/2026-2027/EST/26**

TARIKH / DATE: **04 NOVEMBER 2026**

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

| BIL. | KETERANGAN |
|---|---|
| | **TAJUK SEBUTHARGA:**<br>**PENEMPATAN *VENDING MACHINE* DI KAMPUS UNIVERSITI TEKNOLOGI BRUNEI SELAMA DUA (2) TAHUN.** |

Nama (penender) : _____

Tandatangan : _____

Tarikh : _____

**COP SYARIKAT**



***LAMPIRAN A***

**SENARAI SEMAK**
**PENEMPATAN *VENDING MACHINE* DI KAMPUS**
**UNIVERSITI TEKNOLOGI BRUNEI SELAMA DUA (2) TAHUN**

**Sila tanda ✓ bagi dokumen-dokumen yang disertakan**

| No. | Perkara/Dokumen | Untuk ditanda oleh Penender | Untuk ditanda oleh UTB |
|---|---|---|---|
| 1. | Salinan Sijil Pendaftaran Perniagaan | | |
| 2. | Senarai Cadangan Makanan & Minuman yang dijual | | |
| 3. | Salinan Resit Pembayaran | | |
| 4. | *Profile* Syarikat | | |
| 5. | Dokumen Lain Yang Berkaitan | | |

**Pengesahan oleh Penender**

Nama : _____
Tandatangan : _____
Tarikh : _____

**COP SYARIKAT**

**Untuk Kegunaan Pegawai UTB**

Nama : _____
Tandatangan : _____
Tarikh : _____

**COP SYARIKAT**

***LAMPIRAN B***

**SYARAT-SYARAT DAN PERATURAN**
**PENEMPATAN *VENDING MACHINE* DI KAMPUS**
**UNIVERSITI TEKNOLOGI BRUNEI SELAMA DUA (2) TAHUN**

## *1.* TEMPOH PERKHIDMATAN

1.1 Tempoh perkhidmatan *vending machine* ialah **dua (2) tahun**.

1.2 Pihak UTB berhak menamatkan perkhidmatan *vending machine* ini jika didapati perkhidmatan kurang memuaskan, setelah diberi teguran dan amaran sebanyak **tiga (3) kali secara bertulis**.

1.3 Pihak UTB berhak membuat pemeriksaan *vending machine* pada bila-bila masa.

1.4 Jika sekiranya ada sebab-sebab tertentu pihak peniaga tidak dapat meneruskan perkhidmatan dalam tempoh yang ditentukan, maka pihak peniaga hendaklah memberi notis **satu (1) bulan sebelum menamatkan perkhidmatan.**

1.5 Setelah tamat tempoh perkhidmatan yang ditetapkan, pihak UTB berhak untuk memberi kebenaran menyambung perkhidmatan secara sementara atau tidak melebihi tempoh satu (1) tahun lagi.

1.6 Pihak peniaga dan pekerja adalah diarahkan untuk melapor keluar/masuk di Pos Kawalan setiap kali masuk dikawasan UTB.

## *2.* LESEN

2.1 Peniaga mestilah mempunyai lesen peniagaan yang sah bagi tujuan pengendalian mesin seperti Sijil Perniagaan 16 & 17 atau yang bersesuaian.

2.2 Peniaga yang terpilih tidak dibenarkan memberikan peniaga lain untuk mengendalikan *vending machine*.

## *3.* WANG CAGARAN (DEPOSIT)

3.1 Peniaga yang terpilih adalah dikehendaki membayar **wang cagaran untuk tiga (3) bulan sebagai wang tahanan untuk jaminan keselamatan BESERTA sewa bulan pertama iaitu sebanyak Seribu Dua Ratus Ringgit Sahaja (BND1,200.00) pada bulan memulakan operasi *vending machine* berkenaan.**

Jika terdapat sebarang kerosakkan, pihak UTB berhak mengenakan potongan dari wang tahanan tersebut.

3.2 Wang cagaran ini boleh digunakan sebagai bayaran sewa bulanan mahupun bayaran sewa yang tertunggak.

## *4.* SEWA

4.1 Peniaga hendaklah membayar sewa bulanan pada **setiap minggu pertama bulan berkenaan secara tunai atau menggunakan *cheque***

4.2 Harga sewa bulanan yang ditetapkan adalah sebanyak **Tiga Ratus Ringgit Sahaja (BND300.00).** Kadar sewa ini termasuk bagi pembayaran air dan penggunaan elektrik.

4.3 Kadar sewa semasa waktu **cuti semester (jika melebihi dua (2) minggu) dan bulan Ramadhan** adalah **Seratus Lima Puluh Ringgit Sahaja (BND150.00),** mengikut kalendar akademik yang ditetapkan oleh pihak UTB.

4.4 Jika sewa bulanan tidak dapat dijelaskan dalam tempoh tiga (3) bulan dan setelah diberi surat amaran, maka kebenaran perkhidmatan *vending machine* akan ditamatkan. **Baki sewa yang tertunggak hendaklah dijelaskan dalam tempoh tiga puluh (30) hari.**

## *5.* WAKTU PERNIAGAAN

5.1 Waktu perniagaan hendaklah mengikut seperti yang ditetapkan oleh pihak UTB.

5.2 Semasa Cuti Semester, peniaga dikehendaki menjalankan perniagaan seperti biasa.

## *6.* PENEMPATAN *VENDING MACHINE*

6.1 Lokasi bagi penempatan *vending machine* adalah seperti berikut:-

1. Blok F - Berdekatan Pusat Staf
2. Blok A - Ruang Legar
3. *Library and Lecture Theatre* Fasa 3
4. Blok Kejuruteraan Fasa 3 (Ruang Legar)

## *7.* BARANG-BARANG JUALAN

7.1 Barang-barang makanan/minuman yang dibenarkan dijual adalah makanan/minuman yang difikirkan sesuai dan ditanggung kehalalannya.

7.2 Barang-barang makanan/minuman yang dijual hendaklah dipastikan baik dan bersih serta tidak melimpasi tarikh luput.

7.3 Senarai harga barang atau sajian mestilah disediakan untuk pelanggan.

## *8.* KEBERSIHAN

8.1 Kebersihan dan keselamatan *vending machine* dan persekitaran adalah tanggungjawab pihak peniaga.

## *9.* KELENGKAPAN

9.1 Peniaga adalah bertanggungjawab menyediakan peralatan tambahan selain apa yang sudah disediakan oleh pihak UTB.

9.2 Peniaga adalah dipertanggungjawabkan keatas kehilangan, kerosakan ke atas kelengkapan yang telah disediakan oleh pihak UTB.

## *10.* MENU

10.1 Pihak peniaga hendaklah mempamerkan senarai menu berserta dengan harganya seperti yang telah ditawarkan di dalam sebutharga dan sebarang perubahan menu hendaklah dihadapkan terlebih dahulu ke pihak UTB untuk diluluskan.

## *11.* PEMBAYARAN CUKAI SETEM

11.1 Penyewa hendaklah bertanggungjawab bagi cukai setem yang dikenakan di bawah **Akta Setem (Penggal 34 Undang-Undang Negara Brunei Darussalam)**

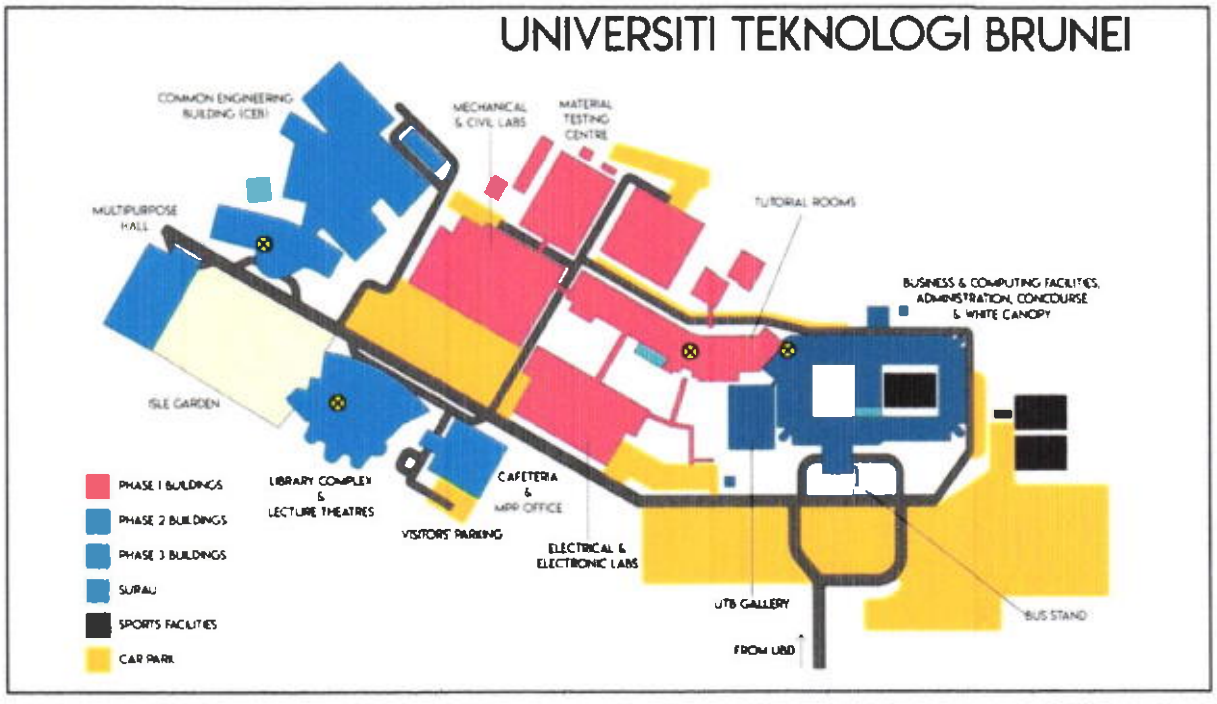
## *12.* SYARAT-SYARAT LAIN

12.1 Pihak UTB berhak meminda mana-mana peraturan yang difikirkan bersesuaian dan perlu semasa ke semasa.

## *13.* MAKLUMAT TAMBAHAN

13.1 Di samping pelanggan terdiri daripada pelajar UTB, pelanggan juga termasuk Pegawai, Pensyarah dan kakitangan UTB.

13.2 Dibawah ini di adalah rajah bagi kedudukan *Vending Machine* yang diperlukan.




**NOTE:**

1. Copies of Registration of Business Certificate must be enclosed with the submitted quotation.
2. For companies 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.
3. For any inquiries or site visit, please contact: **+6732461020-29 ext. 1117/1118** or email **estate.helpdesk@utb.edu.bn**

| | |
|---|---|
| Company Name: | Contact Name: |
| Quotation Validity<br>(minimum six (6) months): | Contact Tel: |
| | Designation: |

## 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.), Building Services Department, Public Works Department. 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 **9 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 neccessary 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$10.00 *** .

8. 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.

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 **FINANCE SECTION, UNIVERSITI TEKNOLOGI BRUNEI, NBD.**

    **The completed tender documents are to be lodged on or before** 2.00 **PM on** 17/11/12026 **in a sealed enveloped addressed to :-**

    **QUOTATION (QTN BOX)**

    **FINANCE SECTION,**
    **UNIVERSITI TEKNOLOGI BRUNEI,**
    **NEGARA BRUNEI DARUSSSALAM.**

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

    **Quotation No.** : UTB/QTN/2026-2027/EST/26 **Quotation Closing Date** : 17/11/12026

    **Title** : **PENEMPATAN *VENDING MACHINE* DI KAMPUS UNIVERSITI TEKNOLOGI BRUNEI SELAMA DUA (2) TAHUN.**

    * ***Delete As Necessary***

# UNIVERSITI TEKNOLOGI BRUNEI
# ESTATE MANAGEMENT UNIT
# NEGARA BRUNEI DARUSSALAM

1. _____
2. _____
3. _____

FOR OFFICIAL USE ONLY.

**Quotation For** : PENEMPATAN *VENDING MACHINE* DI KAMPUS UNIVERSITI TEKNOLOGI BRUNEI SELAMA DUA (2) TAHUN.

**Quotation No** : UTB/QTN/2026-2027/EST/26 **Closed On** : 17/11/2026 **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 _____ 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. : _____

Company Stamp

2.4 Address : _____

2.5 Telephone No. : _____ Fax No. : _____ E-mail : _____

2.6 Date : _____

**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 / Months* in accordance with the terms and conditions below.

4.0 _____

( )

4.1 _____

For Director General of Public Works

4.2 Name & Signature : _____

of Witness ( )

Department Stamp

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*

## 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:**<br>(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) | **24** Months |
| 2.0 | **Liquidated and Ascertained Damages (LAD):**<br>(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:**<br>(If none stated, **SIX (6) MONTHS** from the date of completion) | - Months |
| 4.0 | **Retention Sum** | **N/A** % of the Contract Sum |

**LAMPIRAN 'C'**

## SURAT PENGESAHAN

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

Nama syarikat: _____

Alamat premis perniagaan: _____

_____ Poskod: _____

No. telefon pejabat / premis pejabat: _____

No. faks pejabat / premis perniagaan: _____

No. telefon bimbit: _____

| BIL. | NAMA PEMILIK SYARIKAT | BILANGAN KAD PINTAR | WARNA | BANGSA |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

Nama Pengurus: _____

Bangsa: _____ Bil. kad pintar: _____ Warna: _____

No. telefon: _____

Sukacita memakiumkan bahawa segala keterangan di atas adalah **benar**.

_____

[ ]

Tarikh: _____

COP RASMI SYARIKAT

**LAMPIRAN 'C1'**

## PENGESAHAN UNTUK DIISIKAN OLEH PEMBEKAL / PEMBORONG

NAMA SYARIKAT : _____

ALAMAT SYARIKAT : _____

_____

**BORANG SENARAI PROJEK-PROJEK / PEMBELIAN / PEROLEHAN /PEMBEKALAN / PEMELIHARAAN / PEMBAIKAN / PERKHIDMATAN-PERKHIDMATAN YANG SEDANG DILAKSANAKAN DAN YANG TELAH DILAKSANAKAN.**

| BIL. | TAJUK PROJEK | |
|---|---|---|
| | SEDANG DILAKSANAKAN | TELAH DILAKSANAKAN |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TANDATANGAN : _____

NAMA PEMILIK SYARIKAT / KETUA PEGAWAI EKSEKUTIF *(CEO)* / PENGARAH : _____

TARIKH : _____

COP RASMI SYARIKAT

***Nota:**

1. **TAWARAN** – Untuk diisikan dan disertakan bersama-sama dengan perkara-perkara berikut:-
   - i) Sokongan tawaran yang dihadapkan sama ada kepada Pengerusi Lembaga Tawaran Negara, Kementerian Kewangan atau Lembaga Tawaran Kecil, Kementerian Pendidikan – DIISIKAN / DILENGKAPKAN OLEH PENGGUNA.
   - ii) Borang Lampiran 'C' – Borang Pengesahan Memiliki Premis Perniagaan *(Business Premise)*
   - iii) Borang Lampiran 'C2' – Borang Perakuan Kesanggupan Pembekal.
   - iv) Sijil 16 & 17 dan Borang Lampiran 'C', 'C1' dan 'C2' hendaklah disertakan pada setiap borang dokuman tawaran asal.

   } DIISIKAN / DILENGKAPKAN OLEH PENENDER.

2. **SEBUTHARGA** - Untuk diisikan dan disertakan bersama-sama dengan perkara-perkara berikut:-
   - i) Borang A1 dan A2 atau Borang B1 dan B2 - DIISIKAN / DILENGKAPKAN OLEH PENGGUNA.
   - ii) Borang Lampiran 'C' – Borang Pengesahan Memiliki Premis Perniagaan *(Business Premise)*
   - iii) Borang Lampiran 'C2' – Borang Perakuan Kesanggupan Pembekal.
   - iv) Sijil 16 & 17 dan Borang Lampiran 'C', 'C1' dan 'C2' hendaklah disertakan pada setiap borang dokuman tawaran asal.

   } DIISIKAN / DILENGKAPKAN OLEH PENENDER.