



جامعة تكنولوجى برونى
UNIVERSITI TEKNOLOGI BRUNEI

Rujukan Kami: UTB/F.1/1.7/2023-2024(TEND)

04 Rabiulawal 1445
20 September 2023

Kepada:
Pengurus Syarikat

Tuan/Puan,

BILANGAN SEBUTHARGA : UTB/LTK-TEND/2023-2024/ICTC/02

KETERANGAN SEBUTHARGA: FOR THE DELIVERY, SUPPLY AND INSTALLATION OF HIGH-END SPEC DESKTOP LEASING FOR THE PERIOD OF (03) YEARS.

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

1. 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. Sebutharga hendaklah dihantar dan **terus dimasukkan ke dalam Peti Tawaran, Lembaga Tawaran Kecil, Kementerian Pendidikan, Bahagian Perkhidmatan Kewangan dan Perbekalan, Pusat Perkhidmatan Setempat "One Stop Centre" Lantai Bawah, Blok C, Bangunan (Lama) Kementerian Pendidikan, Lapangan Terbang Lama, Berakas, BB3510, Bandar Seri Begawan, Negara Brunei Darussalam** tidak lewat dari **TARIKH TUTUP IAITU 03 OKTOBER 2023 SEBELUM 3AM 2.00 PETANG.**
3. Penghantaran sebutharga yang diterima lewat dari tarikh dan masa tutup tawaran akan **ditolak dan tidak akan dinilai**.
4. Wang penyertaan bagi tawaran ini adalah sebanyak **tiga puluh ringgit (B\$30.00)**.
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. **Dokumen dan maklumat yang perlu disertakan adalah seperti berikut:**

Engaging Minds, Pioneering Growth

THIS IS COMPUTER GENERATED DOCUMENT NO SIGNATURE REQUIRED

- 5.1 Salinan Sijil Pendaftaran Perniagaan / Sijil Pendaftaran Kontraktor dan Pembekal yang dikeluarkan oleh ABCI / Sijil Brunei Darussalam Medicines Control Authority (BCDMA) - jika berkenaan*
 - 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 barang, peratus (%) dan harga (\$) barang tempatan digunakan serta peratus (%) dan harga (\$) barang 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 Pihak Syarikat Tuan/Puan hendaklah menyertakan Pengesahan **Integrity Pact**.
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. Borang sebutharga hendaklah **dikembalikan** ke Universiti Teknologi Brunei jika sekiranya Syarikat Tuan/Puan **tidak dapat menawarkan harga (no quote)** pada tarikh tutup yang dinyatakan di atas.
12. Pihak Universiti tidak semestinya terikat untuk menerima sebarang tawaran termurah atau lain-lain tawaran.
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. Sila sertakan **salinan resit pembayaran**.
15. Sila emel kepada rahizah.rahman@utb.edu.bn (pihak pengguna) / procurement.finance@utb.edu.bn untuk pertanyaan selanjutnya mengenai dengan sebutharga berkenaan.

Sekian.

Lampiran "A"

BILANGAN TAWARAN	KETERANGAN	BAYARAN YURAN/ DOKUMEN TAWARAN	TARIKH TUTUP DAN WAKTU
UTB/TEND/2023 -2024/ICTC/02	FOR THE DELIVERY, SUPPLY AND INSTALLATION OF HIGH-END SPEC DESKTOP LEASING FOR THE PERIOD OF 3 YEARS	\$30.00 [Bayaran yuran dokumen tawaran adalah tidak boleh dikembalikan]	03/10/2023 [Tidak lewat jam 2.00 petang]

HARI DAN WAKTU KAUNTER PERKHIDMATAN PELANGGAN

ISNIN HINGGA KHAMIS	:	8:00 PAGI HINGGA 11:30 PAGI 1:45 PETANG HINGGA 3:00 PETANG
SABTU	:	8:00 PAGI HINGGA 10:00 PAGI

SYARAT-SYARAT IKLAN TAWARAN

1. **Tawaran** adalah dipelawa daripada Syarikat/Pembekal tempatan yang berdaftar di Negara Brunei Darussalam.
2. Pembayaran Yuran Tawaran secara dalam talian adalah digalakkan dan dibuat melalui perkhidmatan digital BIBD NEXGEN Wallet dan memilih **online bank transfer to UTB-GOV PAYMENT**. Penender adalah dikehendaki membayar semua Yuran Tawaran seperti yang diiklankan. Yuran Tawaran tidak akan dikembalikan kepada setiap penender sama ada yang berjaya atau yang tidak berjaya setelah menghantar tawaran yang jujur (bone-fide tender).

Bagi penender yang membayar secara atas talian, sila pastikan salinan resit pembayaran yang diimbas adalah dihantar melalui emel kepada payment.info@utb.edu.bn dan memberikan maklumat lengkap nama syarikat, no. telefon yang mudah dihubungi, bilangan dan tajuk tawaran dan jumlah bayaran yuran.

Setiap Penender hendaklah memastikan Resit Pembayaran Yuran Tawaran yang diterima adalah betul.

3. Borang-borang Tawaran boleh diperolehi dan dimuat turun di lawan sesawang Universiti Teknologi Brunei seperti berikut: <http://www.utb.edu.bn/information/tender-and-quotation/>
4. Setiap borang Tawaran yang telah diisi dengan lengkap hendaklah menyertakan **Salinan Sijil Pendaftaran Perniagaan, Sijil Pematuhan Cukai (Certificate of Tax Compliance)** bagi syarikat Sendirian Berhad atau Berhad dan **Salinan Resit Bayaran Yuran Tawaran**.
5. Tawaran-Tawaran hendaklah dihantar dalam sampul surat biasa dan ditutup rapi. Pada bahagian atas kiri sampul surat hendaklah ditulis **Bilangan Tawaran, Tajuk Tawaran dan Tarikh Tutup Tawaran** tanpa menunjukkan indentiti Penender dan **ditujukan kepada:-**

<p style="text-align: center;">PENGERUSI LEMBAGA TAWARAN KECIL KEMENTERIAN PENDIDIKAN PETI TAWARAN, LEMBAGA TAWARAN KECIL, KEMENTERIAN PENDIDIKAN, BAHAGIAN PERKHIDMATAN KEWANGAN DAN PERBEKALAN, PUSAT PERKHIDMATAN SETEMPAT "ONE STOP CENTRE" LANTAI BAWAH, BLOK C, BANGUNAN (LAMA) KEMENTERIAN PENDIDIKAN, LAPANGAN TERBANG LAMA, BERAKAS, BB3510, BANDAR SERI BEGAWAN</p>
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6. TAWARAN hendaklah dimasukan ke dalam **PETI TAWARAN, LEMBAGA TAWARAN KECIL, KEMENTERIAN PENDIDIKAN, BAHAGIAN PERKHIDMATAN KEWANGAN DAN PERBEKALAN, PUSAT PERKHIDMATAN SETEMPAT "ONE STOP CENTRE" LANTAI BAWAH, BLOK C, BANGUNAN (LAMA) KEMENTERIAN PENDIDIKAN, LAPANGAN TERBANG LAMA, BERAKAS, BB3510, BANDAR SERI BEGAWAN**.
7. Tawaran-Tawaran yang diterima lewat dari tarikh dan masa yang ditetapkan akan dikira sebagai Tawaran tidak jujur (non-bona-fide-tender) dan tidak akan dilayan.

8. Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di Pertuan Negara Brunei Darussalam tidak terikat untuk menerima Tawaran yang paling rendah atau sebarang Tawaran yang tidak munasabah.
9. Setiap Tawaran yang diisi dan ditulis dengan tidak betul, tidak jelas dan tidak lengkap adalah dikira rosak dan ditolak.
10. Penender yang menolak atau membatalkan Tawaran atau kontrak setelah kebenaran Tawaran diperolehi atau setelah tutup Tawaran akan **dikenakan denda selaras dengan peraturan dan garis pandu yang di berikan oleh Lembaga Tawaran Negara.**

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NOTA*

NOTA*

**TARIKH TUTUP /
CLOSING DATE: 03 OKTOBER 2023 (SELASA) / 2.00 PETANG****BIL. SEBUTHARGA/QUOTATION NO.: UTB/TEND/2023-2024/ICTC/02
TARIKH / DATE: 20 SEPTEMBER 2023**

SILA HANTAR SEBUTHARGA TERUS KEPADA:
PETI TAWARAN, LEMBAGA TAWARAN KECIL,
KEMENTERIAN PENDIDIKAN, BAHAGIAN
PERKHIDMATAN KEWANGAN DAN PERBEKALAN,
PUTUS PERKHIDMATAN SETEMPAT "ONE STOP
CENTRE" LANTAI BAWAH, BLOK C, BANGUNAN
(LAMA) KEMENTERIAN PENDIDIKAN, LAPANGAN
TERBANG LAMA, BERAKAS, BB3510, BANDAR SERI
BEGAWAN

FOR THE DELIVERY, SUPPLY AND INSTALLATION OF HIGH-END SPEC DESKTOP LEASING FOR THE PERIOD OF (03) YEARS

QUOTATION TITLE / TAJUK SEBUTHARGA:

KETERANGAN / DESCRIPTION

QUANTITY

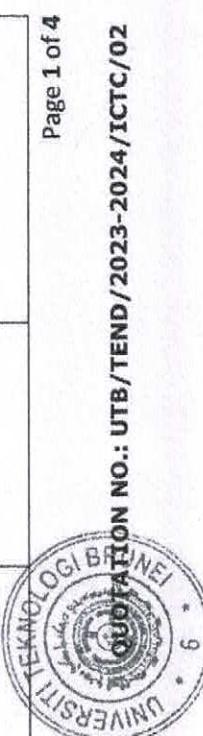
TAWARAN OFFER

KADAR/RATE (B\$)

JUMLAH / TOTAL AMOUNT (B\$)

The desktops shall meet the following minimum specification:

- CPU: Intel 7 or Ryzen 7
- RAM: 32GB
- GPU: NVIDIA GeForce RTX 3080
 - Output: HDMI
- Storage: Choose one option
 - Option 1
 - 512GB NVMe (for OS)
 - 1TB Solid State Drive (internal)
 - Option 2
 - 2TB NVMe
- Port: USB3, Ethernet RJ45
- Trusted Platform Module 2.0 with secureboot or supports windows 11
- Wired Keyboard
- Mouse
- 27-inch Monitor with HDMI
 - Supports 4K resolution



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<ul style="list-style-type: none"> • Windows 11 <p>The desktops are to be delivered to:-</p> <ul style="list-style-type: none"> • Faculty of Engineering (FEng) Labs • School of Computing and Informatics (SCI) Lab • School of Design (SDe) Lab • Postgraduate Research <p>Terms of leasing contract:</p> <p>3 years leasing of computers including services</p> <ul style="list-style-type: none"> • Paid monthly for a period of 36 months • Warranty for parts and software for the full period of leasing <ul style="list-style-type: none"> ○ Parts deemed broken by the user are chargeable by the vendor to the users • To include technical support for the full duration of leasing <ul style="list-style-type: none"> ○ During government working hours <ul style="list-style-type: none"> ▪ Monday to Thursday and Saturday ▪ 7.45 am to 4.30 pm ○ For any computer problems upon a report by UTB thru phone call, messaging application or e-mail ○ To replace parts or to provide a temporary solution while a computer is under repair • To provide services: <ul style="list-style-type: none"> ○ Cloning of Windows image before deployment <ul style="list-style-type: none"> ▪ Software will be provided by UTB 	<p>100 UNITS</p> <p>30 UNITS</p> <p>20 UNITS</p> <p>30 UNITS</p>	<p>COMPLY</p> <p>Yes / No</p>
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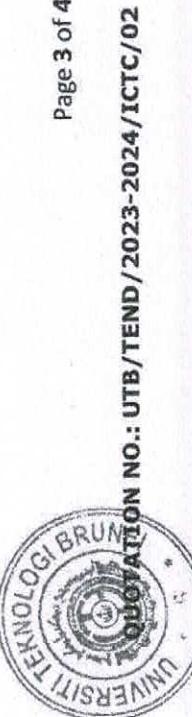
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PROPOSAL NO.: UTB/TEND/2023-2024/ICTC/02



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	<ul style="list-style-type: none"> o Deployment of computers to users including <ul style="list-style-type: none"> ▪ Setup account – Local & Domain ▪ Configuration of Outlook M365 account ▪ Installing local & network printers/scanners ▪ Activation of Windows using keys provided by UTB o Tagging and inventory of computers • Insurance <ul style="list-style-type: none"> o Including coverage of hardware insurance, cases of stolen or lost equipment, damaged equipment etc. 	<p style="text-align: right;">Yes / No</p>
	<p style="text-align: right;">End of 3-year leasing</p> <ul style="list-style-type: none"> • Vendor must notify UTB one month before the leasing of computers ends • Upon approval on the withdrawal plan, Vendor will be responsible to withdraw the computers from UTB • Computer will not be released until user data is fully backup • Computer storage devices must be formatted by the vendor at the end of the leasing <p style="text-align: right;">*****END*****</p>	<p style="text-align: right;">Yes / No</p>



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TOTAL:	Note:
<p>1. For inquiries, please email: rahizah.rahman@utb.edu.bn</p> <p>2. Method of Payment: Online bank transfer to UTB-GOV PAYMENT</p> <p>i. Proof of payment must be submitted to payment.info@utb.edu.bn, cc salinawati.damit@utb.edu.bn and hidayah.rosli@utb.edu.bn. Receipt will be issued via email after UTB Finance section receives verification from BIBD.</p> <p>3. For urgent submission of quotation document, please attach proof/screenshot of payment detail!</p> <p>4. Please attach brochure on offered items.</p> <p>5. Copies of Registration of Business Certificate must be enclosed with the submitted quotation.</p> <p>6. 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.</p>	<p>Contact Name:</p> <p>Company Name:</p> <p>Quotation Validity (minimum 06 months):</p> <p>Delivery Period (within 3 months after awarded):</p> <p>Warranty (3 years, next business day on site):</p> <p>E-mail Address:</p>



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 **6 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 **BS30.00 ***.
8. No unauthorised alteration or use of 'blanco' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
10. The tender must be done in the official printed tender forms which is printable and downloaded from FINANCE SECTION, UNIVERSITI TEKNOLOGI BRUNEI, NBD via website link <https://www.utb.edu.bn/information/tender-and-quotation/>.
The completed tender documents are to be lodged on or before 02.00 PM on 03 October 2023 in a sealed enveloped addressed to :-

QUOTATION (QTN BOX)

SILA HANTAR SEBUTHARGA TERUS KEPADA:

PETI TAWARAN, LEMBAGA TAWARAN KECIL, KEMENTERIAN PENDIDIKAN, BAHAGIAN PERKHIDMATAN KEWANGAN DAN PERBEKALAN, PUSAT PERKHIDMATAN SETEMPAT "ONE STOP CENTRE" LANTAI BAWAH, BLOK C, BANGUNAN (LAMA) KEMENTERIAN PENDIDIKAN, LAPANGAN TERBANG LAMA, BERAKAS, BB3510, BANDAR SERI BEGAWAN

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

Tender No. :	UTB/TEND/2023-2024/ICTC/02	Quotation Closing Date : 03 October 2023
Title :	FOR THE DELIVERY, SUPPLY AND INSTALLATION OF HIGH-END SPEC DESKTOP LEASING FOR THE PERIOD OF 3 YEARS	

* Delete As Necessary



UNIVERSITI TEKNOLOGI BRUNEI
NEGARA BRUNEI DARUSSALAM

<input type="checkbox"/>	1. _____
<input type="checkbox"/>	2. _____
<input type="checkbox"/>	3. _____

FOR OFFICIAL USE ONLY.

Quotation/
Tender For : FOR THE DELIVERY, SUPPLY AND INSTALLATION OF HIGH-END SPEC DESKTOP LEASING FOR THE PERIOD OF
03 YEARS

Quotation /
Tender No : UTB/TEND/2023-2024/ICTC/02 Closed On : 03/10/2023 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. : _____

2.4 Address : _____

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

Company Stamp

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

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

4.0 _____
(_____)
4.1 For Vice Chancellor of UTB

4.2 Name & Signature : _____
of Witness : _____

4.3 Address : _____

4.4 Telephone No. : _____ Fax No. : _____ E-mail : _____
4.5 Date of Contract : _____

5.0 The Contract Administrator is : _____

6.0 The Starting Date is on : _____

Department Stamp

* 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: (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)	3 YEARS
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	B\$ 10 Per Day
3.0	Shortfalls / Defects Liability Period: (If none stated, SIX (6) MONTHS from the date of completion)	N/A 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 memaklumkan 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

COP RASMI SYARIKAT

TARIKH : _____

***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 dokumen tawaran asal.
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 dokumen tawaran asal.

DIISIKAN /
DILENGKAPKAN
OLEH PENENDER.DIISIKAN /
DILENGKAPKAN
OLEH PENENDER.

LAMPIRAN 'C2'

Rujukan UTB/F1/1.7.1/2022-2023

Kepada:
Pengerusi
Jawatankuasa Sebutharga Universiti Teknologi Brunei
Universiti Teknologi Brunei
Negara Brunei Darussalam

Tuan / Puan

PER: BORANG PERAKUAN KESANGGUPAN PEMBEKALAN

* Sukacita / Dukacita membuat pengesahan perakuan bahawa syarikat _____ *bersetuju / tidak bersetuju untuk membuat pembekalan barang / perkakas / peralatan / perkhidmatan sebagaimana yang dinyatakan dalam sebutharga bilangan _____

Tandatangan : _____

Nama : _____

Tarikh : _____

(Pemilik Syarikat / CEO / Pengarah)

COP RASMI SYARIKAT

COMPANY'S OFFICIAL STAMP

[Merujuk Surat Kementerian Kewangan dan Ekonomi, Brunei Darussalam, rujukan bil. H/EU/SA 02 bertarikh 21 Jun, 2021, syarikat-syarikat yang ikut serta di dalam tawaran / sebutharga Kerajaan yang berdaftar di bawah Akta Syarikat, Penggal 39 (lazimnya Sdn Bhd dan Berhad) adalah dikehendaki untuk menghadapkan **Sijil Pematuhan Cukai (COTC)** yang disahkan oleh Bahagian Hasil, Kementerian Kewangan dan Ekonomi, Brunei Darussalam.

[With reference to Letter from Ministry of Finance and Economy, Brunei Darussalam, ref. no: H/EU/SA 02 dated 21 June, 2021 - companies participating in government tender/quotation, registered under the Companies Act, Term 39 (usually Sdn Bhd and Berhad) are required to present a **Certificate of Tax Compliance (COTC)** certified by Payment & Revenue Collection Section, Ministry of Finance and Economy, Brunei Darussalam]

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***Sila kembalikan borang C2 satu (01) minggu dari tarikh menerima Surat Lantikan lalu pada /**
Kindly return C2 form to Universiti Teknologi Brunei / one (01) week from date of receiving Letter of Award on _____.

Pengesahan Penerimaan Jabatan	:	
Tarikh Penerimaan Pembekalan (Hendaklah mengikuti seperti yang telah dinyatakan di dalam borang dokumen tawaran asal / kebenaran)	:	

*Sila potong yang tidak berkenaan