



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

02 Rabiulawal 1447
26 Ogos 2025

**Kepada:
Pengurus Syarikat**

Tuan/Puan,

BILANGAN SEBUTHARGA : UTB/QTN/2025-2026/FENG/04

KETERANGAN SEBUTHARGA : FOR SUPPLY, DELIVERY, COMMISSIONING AND TRAINING OF EQUIPMENT FOR MECHANICAL ENGINEERING LABORATORIES, FACULTY OF ENGINEERING UTB.

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 dimasukkan 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 09 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 di bawah 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 perlu 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*

Engaging Minds, Pioneering Growth

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- 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*
- 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 import 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 memastikan **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 tawaran hendaklah **dikembalikan** ke PETI SEBUTHARGA/TAWARAN, BAHAGIAN KEWANGAN, PEJABAT BENDAHARI, UNIVERSITI TEKNOLOGI BRUNEI, TUNGKU HIGHWAY, BE1410, BRUNEI DARUSSALAM 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 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 tawaran di bawah peruntukan UTB-Kerajaan Brunei Darussalam (**UTB-GOV PAYMENT**), **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. Sebarang pertanyaan mengenai keterangan sebutharga, sila **hubungi pihak pengguna** melalui alamat emel yang dinyatakan pada borang sebutharga (muka surat akhir).

Sekian.

UNIVERSITI TEKNOLOGI BRUNEI

TARIKH TUTUP/
CLOSING DATE: **09 SEPTEMBER 2025 / 2.00 PETANG**

BIL. SEBUTHARGA/QUOTATION NO.: **UTB/QTN/2025-2026/FENG/04**
TARIKH / DATE: **27 OGOS 2025**

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

TITLE: FOR SUPPLY, DELIVERY, COMISSIONING AND TRAINING OF EQUIPMENT FOR MECHANICAL ENGINEERING LABORATORIES, FACULTY OF ENGINEERING UTB					
BIL. NO.	KETERANGAN DESCRIPTION	KUANTITI QUANTITY	TAWARAN OFFER	KADAR/RATE (B\$)	JUMLAH/ TOTAL AMOUNT (B\$)
1.	UNIVERSAL HARDNESS TESTER <u>Minimum specification:</u> - Scales: Rockwell, Vickers, Brinell - Test forces: - Rockwell up to 150 kgf - Vickers up to 250 kgf - Brinell up to 250 kgf - Turret type: manual or automatic - Indenters: diamond Rockwell, diamond Vickers, ball type for Brinell - Loading method: manual or automatic - Test microscope magnification: 20x for Brinell, 50x for Vickers - Display of hardness	1 Lot			
	Accessories: Required Power Supply: AC adapter (input 220-240 V AC, 50/60 Hz)				

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Company's Stamp and Initial

BIL. SEBUTHARGA/QUOTATION NO.: **UTB/QTN/2025-2026/FENG/04**



UNIVERSITI TEKNOLOGI BRUNEI

	Training: Standard training of equipment usage and maintenance. (Please state details of training package)				
2.	BOMB CALORIMETER <u>Minimum specification:</u> • Function: measuring heat of combustion of solid or liquid • Calorimeter Type: static (jacket) • Measuring range: 20000 J or heat capacity: 12000 J/K (either) • Temperature measurement resolution: 0.005 K • Reproducibility: 0.3% RSD • Oxygen fill: manual • Bucket fill: manual • Bomb wash: manual • Suitable power supply	1 Lot			
	Accessories: Required Power Supply: AC adapter (input 220-240 V AC, 50/60 Hz)				
	Training: Standard training of equipment usage and maintenance. (Please state details of training package)				
TOTAL:					

.....
Company's Stamp and Initial

BIL.SEBUTHARGA/QUOTATION NO. UTB/QTN/2025-2026/FENG/04



UNIVERSITI TEKNOLOGI BRUNEI

Note:

1. For inquiries, please email denni.kurniawan@utb.edu.bn
2. Please provide **brochure** of the offered items.
3. This quotation may be awarded in **WHOLE** or **PART**.
4. Method of payment: via online **BIBD NEXGEN WALLET - Bill Payment to UTB-GOV PAYMENT**
 - Proof of payment must be submitted to payment.info@utb.edu.bn, cc hidayah.rosli@utb.edu.bn & procurement.finance@utb.edu.bn
 - Receipt will be issued via email once Finance office receives verification from BIBD
5. CASH PAYMENT IS NOT ACCEPTED.
6. **For urgent submission of quotation, please attach proof of payment/screenshot of payment**
7. Copies of Registration of Business Certificate must be enclosed with the submitted quotation.
8. 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.

Company Name:

Quotation Validity (minimum 06 months):

Delivery Period (maximum 12 weeks upon issue PO):

Warranty (minimum 1 year):

Contact Name:

Contact Tel:

Designation:

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Company's Stamp and Initial

BIL.SEBUTHARGA/QUOTATION NO. UTB/DTN/2025-2026/FENG/04



Senarai checklist dokumen dan maklumat yang diperlukan

Merujuk Garispanduan Peolehan Kerajaan, Peraturan Kewangan para 3.1.3, jenis-jenis dokumen dan maklumat yang perlu dihadapkan, dimana syarikat yang ikut serta dikehandaki untuk menandakan checklist sebagai pengesahan dokumen sudah disertakan dengan lengkap dan teratur. Jika dokumen tidak lengkap, tawaran/sebutharga adalah tidak sah.

No.	Keterangan dokumen	Sila tandakan (/) pada dokumen yang disertakan
1.	Salinan Sijil Pendaftaran Perniagaan	
2.	Sijil Pendaftaran Kontraktor (jika diperlukan)	
3.	Sijil Brunei Darussalam Medicines Control Authority (BCDMA) (jika diperlukan)	
4.	Pengesahan Jabatan Perkhidmatan Elektrik bagi perkakas elektrik yang berkenaan dan pekerja-pekerja yang akan melaksanakan kerja-kerja elektrik.	
5.	Senarai nama, jawatan dan gaji; jumlah; dan bilangan (%) pekerja tempatan dan pekerja asing	
6.	Material yang akan digunakan dengan menyatakan senarai barangan, peratus (%) dan harga (\$) barangan tempatan digunakan serta peratus (%) dan harga (\$) barangan impot yang akan digunakan.	
7.	Salinan Sijil Pematuhan Akta Cukai daripada Bahagian Hasil Kementerian Kewangan dan Ekonomi bagi syarikat yang berdaftar di bawah Akta Syarikat, <i>Chapter 39</i> (Sdn Bhd atau Berhad)	
8.	Salinan Sijil Pendaftaran Syarikat dan Nama-Nama Perniagaan yang dikeluarkan melalui Corporate Registry System di dalam One Common Portal	
9.	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	
10.	Pengesahan Integrity Pact	
11.	<i>Form of Tender</i>	
12.	salinan resit pembayaran	
13.	Borang Lampiran C, C1 dan C2	

Nama Syarikat:

Nama Pengurus:

Bil. Kad Pintar/ Warna:

(Tandatangan)

Tarikh:

Company's Stamp

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.
- (e) 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 9

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 **BS\$10.00 ***.
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 09 SEPTEMBER 2025 In a sealed enveloped addressed to :-

QUOTATION (QTN BOX)

**FINANCE SECTION, BURSAR'S OFFICE
UNIVERSITI TEKNOLOGI BRUNEI,
NEGARA BRUNEI DARUSSALAM.**

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

Quotation No. : UTB/QTN/2025-2026/FENG/04 Quotation Closing Date : 09 SEPTEMBER 2025

Title : FOR SUPPLY, DELIVERY, COMMISSIONING AND TRAINING OF EQUIPMENT FOR MECHANICAL
ENGINEERING LABORATORIES, FACULTY OF ENGINEERING UTB

* Delete As Necessary



**UNIVERSITI TEKNOLOGI BRUNEI
NEGARA BRUNEI DARUSSALAM**



1. _____
2. _____
3. _____

FOR OFFICIAL USE ONLY.

Quotation For : FOR SUPPLY, DELIVERY, COMMISSIONING AND TRAINING OF EQUIPMENT FOR MECHANICAL ENGINEERING LABORATORIES, FACULTY OF ENGINEERING UTB

Quotation No : UTB/QTN/2025-2026/FENG/04 **Closed On :** 09/09/2025 **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 : _____

* Delete as necessary

Department Stamp

PART B - TERMS OF QUOTATION

1.0 BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

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

1.2 Overall Obligations of the Contractor:

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

1.3 Instructions & Certifications

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

2.0 QUALITY, HEALTH AND SAFETY

2.1 Quality

- 2.1.1 The Contractor must do his work based on the documents referred to in this Contract and other instructions and information given to him by the Contract Administrator.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Contract Administrator must inform the Contractor of the shortfall(s). The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), The Contract Administrator may arrange others to rectify the shortfall(s). The Contract Administrator can also certify either:
 - (a) The cost of rectifying such shortfall(s); or
 - (b) The reduced value of the completed Works due to such shortfall(s)as provided in the payment certification clause.
- 2.1.4 The Contract Administrator can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix) after the Contract Administrator confirms the Works is complete as provided in the completion clause.

2.2 Variations To Work

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

2.3 Health and Safety

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

3.0 TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

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

3.2 Adjusting Time for Completion

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

3.3 Completion

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

3.4 Delayed Completion

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

4.0 PAYMENT CERTIFICATION

4.1 Claims and Payment Certificate

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

4.2 Contents of Payment Certificate:

- 4.2.1 The payment certificate must include the following:
- 4.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates or schedule of rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the Contract Administrator and properly done by the Contractor.
- 4.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually practically completes the Works.
 - (b) The value of any shortfall(s) due to work done according to this Contract or due to any other breach of this Contract by the Contractor which the Contract Administrator has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Contract Administrator can certify either:
 - (i) The cost of rectifying such shortfall(s) by others; or
 - (ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.
 - (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including work that is not done according to this contract and any other breach of contract by the Contractor identified by the Contract Administrator.

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

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

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

5.0 TERMINATION OF CONTRACT

5.1 If the Contractor:

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

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

5.2 If the Contractor:

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

this Contract is terminated by a written notice.

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

PART C - APPENDIX

1.0	Completion Date: (If not stated, to be instructed by the Contract Administrator. If more than one completion period, identify the scope of Works for each completion period)	<u>12</u> WEEKS
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Contract Administrator may certify a reasonable sum as compensation for delay)	B\$ <u>10</u> Per Day
3.0	Shortfalls / Defects Liability Period: (If none stated, SIX (6) MONTHS from the date of completion)	<u>N/A</u> Months
4.0	Retention Sum	<u>N/A</u> % 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: _____



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 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.



PENGAKUAN INTEGRITI PENENDER
TENDERER'S INTEGRITY DECLARATION

Rujukan Tawaran <i>Tender Reference</i>	
Tajuk <i>Title</i>	
Kementerian / Jabatan <i>Ministry / Department</i>	

Saya/Kami, (Isikan nama setiap pemilik syarikat/pemegang saham di bawah)
I/We (Fill in all the proprietor/shareholders' name below)

Bil. No.	Nama Name	No. Kad Pengenalan Brunei & Warna/ No. Paspot Antarabangsa Brunei Identity Card No. & Colour/International Passport No.	Tandatangan Signature

Beralamat/Address:

dengan ini membuat PENGAKUAN seperti berikut / *make the following DECLARATION:*

1. Saya/Kami yang bernama di atas,
I/We as the name stated above,
adalah pemilik berdaftar sebuah Firma yang bernama
a registered proprietor of

_____, (isikan nama Firma/ *fill in the firm's name*)
dengan alamat perniagaan di,

with its place of business at _____

(atau / or)

ⁱⁱadalah pemegang saham dalam sebuah Syarikat yang bernama
a shareholder in a Company,

_____, dengan alamat berdaftar di / *having its registered*
address at

yang telah menghadapkan Tawaran untuk projek yang disebutkan di atas;
which has submitted a Tender Proposal in the above mentioned project;

2. ⁱⁱⁱSaya/Kami **telah menghantar Penyata Tahunan** kepada Pendaftar Syarikat-Syarikat pada _____ (sila nyatakan tarikh terakhir menghantar Penyata Tahunan berkenaan).
*I/We have **submitted Annual Returns** to Registrar of Companies on _____*
(please state the date of latest Annual Returns submitted to Registrar of Companies).
3. ^{iv}Saya/Kami **tidak memiliki Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat lain;**
(sila lihat nota 3 dan 4 dibawah dan potong jika tidak berkenaan).
***I/We do not own any other firm(s)/ Company(ies);** (see notes 3 and 4 below and delete where appropriate).*
4. ^vSaya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat)** yang dinyatakan dalam Lampiran I.

I/We also the propretor / shareholder in the list of firm(s)/ Company(ies) described at Annex 1.

DAN saya/kami selanjutnya membuat PENGAKUAN bahawa sepanjang pengetahuan saya/kami, Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) saya/kami yang dinyatakan dalam Lampiran 1 ini, tidak mengemukakan Tawaran untuk projek yang disebutkan diatas.
AND I/We further DECLARE that to the best of my/our knowledge, none of my/our other firm(s)/Company(ies) set out in Annex 1, have submitted a Tender Proposal for this project.

5. Saya/Kami selaku pemilik berdaftar/pengurus/pengarah firma/syarikat
_____ dengan alamat perniagaan di _____

telah menghadapkan Tawaran untuk projek yang disebutkan di atas, dengan ini membuat pengakuan seperti berikut:

I/We as the registered owner(s)/manager/director of the firm/company
_____ with address of business at _____
have submitted a Tender Proposal for the above mentioned project, hereby make the following declaration:

- a. bahawa sepanjang pengetahuan saya/kami, isteri/suami saya/kami atau Firma (Firma-Firma) Syarikat (Syarikat-Syarikat) kepunyaan isteri/suami saya/kami, tidak menghadapkan Tawaran untuk projek yang disebutkan diatas;
that to the best of my/our knowledge, neither my/our spouse or his/her firm(s)/ Company(ies) have submitted a Tender Proposal for the above mentioned project;

- b. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa berpakat sulit dengan firma (firma-firma)/syarikat (syarikat-syarikat) lain atau dengan sesiapa dalam menghadapi tawaran untuk projek yang disebutkan di atas adalah suatu kesalahan di bawah Perintah Persaingan 2015.
that I/We or any person representing my/our firm/company understand that colluding with other firm (s)/company (ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project is an offence under the Competition Order 2015.
- c. bahawa saya/kami tidak berpakat sulit dengan firma (firma-firma)/syarikat (syarikat-syarikat) atau dengan sesiapa dalam menghadapi tawaran untuk projek yang disebutkan di atas, dan penyertaan/penglibatan firma/syarikat saya/kami dalam Tawaran untuk projek yang disebutkan di atas adalah secara adil dan telus.
that I/We have not colluded with any other firm (s)/company (ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project, and my/our firm/company's participation/involvement in the Tender Proposal for the above mentioned project is fair and transparent.
- d. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami akan mematuhi Perintah Persaingan 2015.
that I/We or any person representing my/our firm/company will comply with the Competition Order 2015.
- e. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa agensi perolehan boleh melaporkan amalan berpakat sulit yang disyaki kepada Suruhanjaya Persaingan Brunei Darussalam dan memberikan kepada Suruhanjaya Persaingan Brunei Darussalam mana-mana maklumat yang berkaitan, termasuk tetapi tidak terhad kepada maklumat mengenai tawaran untuk projek yang disebutkan di atas dan maklumat peribadi.
that I/We or any person representing my/our firm/company understand that procurement agency may report suspected collusion conduct to the Competition Commission Brunei Darussalam and provide the Competition Commission Brunei Darussalam with any relevant information, including but not limited to information on our Tender Proposal for the above mentioned project or personal information.
- f. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa sebarang pelanggaran ke atas Perintah Persaingan 2015 boleh dikenakan penalti kewangan tidak melebihi 10 peratus dari perolehan pemiagaan perusahaan di Negara Brunei Darussalam untuk tempoh maksimum 3 tahun menurut bab 42(4) di dalam Perintah berkenaan.
that I/We or any person representing my/our firm/company understand that any infringement to the Competition Order 2015 may be imposed with financial penalty of up to 10 percent of business turnover for maximum of 3 years in pursuant to section 42(4) of the Order.
6. ^{vi}Saya/Kami seterusnya membuat PENGAKUAN bahawa pemilik-pemilik, Ketua Pegawai Eksekutif dan Pengarah-Pengarah Syarikat yang turut serta dalam tawaran ini bukan dari kalangan pegawai awam yang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam.
I/We also DECLARE that neither I nor the other owners of, or the Chief Executive Officer and Directors, as the case may be, of the entity participating in this tender, is/are public officer of the Government of His Majesty The Sultan and Yang Di-Pertuan of Negara Brunei Darussalam.

(Atau / Or)

Saya/Kami sedang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam dan sukacita **disertakan surat kebenaran untuk berniaga daripada Jabatan Perdana Menteri.**
I/We DECLARE that I am/We are public officers and enclose herewith the letter of approval to engage in business issued by the Prime Minister's Office.

7. Saya/Kami membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami akan mematuhi segala peraturan dan undang-undang Negara Brunei Darussalam dan tidak akan melakukan mana-mana kesalahan yang berkaitan dengan perolehan kerajaan seperti yang disertakan di Lampiran 1. Saya/kami akan memastikan bahawa penyertaan/penglibatan syarikat saya/kami dalam sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan kerajaan adalah secara adil, bersih dan telus.
I/We DECLARE that I/We or any person representing my/our firm/Company will obey all regulations and laws in Brunei Darussalam and will not commit any offence related to government procurement, as reproduced in Annex 1. I/we will ensure that my/our company's participation/involvement in the tender/quotation for the above mentioned project or any other tender/quotation with the government is fair, clean and transparent.
8. Saya/Kami seterusnya membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami tidak akan menawarkan atau memberi atau bersetuju untuk memberi kepada sesiapa sebarang hadiah, suapan atau balasan dalam bentuk apa pun sebagai dorongan atau ganjaran bagi melakukan atau tidak melakukan atau kerana telah melakukan atau tidak melakukan apa-apa jua perbuatan yang berkaitan dengan mendapatkan atau melaksanakan sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan Kerajaan. Saya/Kami menyedari sepenuhnya bahawa jika saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami melanggar pengakuan ini, saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami telah melakukan atau bersubahat, mencuba, berkomplot untuk melakukan jenayah di bawah Akta Pencegahan Rasuah (Penggali 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggali 22) dibaca bersama Bab 109 atau Bab 120B atau Bab 511 dari Kanun yang sama seperti disertakan di Lampiran 1.
I/We also DECLARE that I/We or any person representing my/our firm/Company will not offer or give or agree to give to any person any gift, gratification or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the tender/quotation for the above mentioned project or any other tender/quotation with the government. I/We am/are fully aware that if I/We or any person representing my/our firm/Company breached this declaration, I/We or any person representing my/our firm/Company shall have committed or abetted, attempted, conspired to commit an offence under the Prevention of Corruption Act (Cap. 131) or Section 161 to 165 of the Penal Code (Cap. 22) read with Section 109 or Section 120B or Section 511 of the same as reproduced in Annex 1.
9. Saya/Kami bersetuju bagi pengakuan di atas. Jika sekiranya saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami didapati melanggar syarat-syarat di atas, maka saya/kami sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:
I/We agree to the declaration as above. In the event I/we or any person representing my/our firm/Company found in violation of the terms above, I/we, as representative of the company have agreed the following actions to be taken:
 - i. Penarikan balik tawaran kontrak bagi tawaran/sebutharga yang disebutkan di atas;
atau
The withdrawal of the contract for the above tender/quotation; or
 - ii. Penamatan kontrak bagi tawaran/sebutharga yang disebutkan di atas;
Termination of the above tender/quotation;

- iii. Lain-lain tindakan tatatertib mengikut Peraturan Perolehan Kerajaan yang berkuat-kuasa; dan
Other disciplinary action in accordance with the Government Procurement Regulations in force; and
- iv. Tindakan undang-undang mengikut undang-undang Negara Brunei Darussalam
Legal action in accordance to the Law of Brunei Darussalam.
10. Saya/Kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, saya/kami akan melakukan kesalahan yang boleh didakwa di bawah Kanun Hukuman Jenayah Bab 177 dan Bab 182 yang disertakan di LAMPIRAN I.
I/We fully aware that if I/We gave any information which is false, I/We committing an offence for which I/We liable to prosecution under the Penal Code. I/We also aware of Section 177 and 182 of the Penal Code reproduced below in Annex 1.
11. Saya/Kami juga difahamkan bahawa Firma/Syarikat saya/kami tidak akan dipertimbangkan bagi mengikuti Tawaran projek ini sekiranya sebarang maklumat dalam pengakuan ini tidak benar.
I/We also understand that my/our firm/Company will be disqualified for this tender in the event any information given herein is found to be false.
12. Saya/Kami memberi kuasa kepada _____ untuk menandatangani surat pengakuan ini sebagai pihak saya/kami sendiri, dan sebagai wakil saya/kami untuk **mengikatkan saya/kami dan Penender** kepada perkara-perkara yang dinyatakan dalam Surat Pengakuan Integriti ini.
*I/We hereby authorize _____ to sign this Tenderer's Integrity Declaration on my/our behalf and also on behalf of the Tenderer to **bind ourselves and the Tenderer** to the matters set out in this declaration.*

Bersama ini dilampirkan Surat Perwakilan Kuasa bagi saya/kami mewakili syarikat seperti tercatat di atas untuk membuat pengisytiharan ini.
Attached herewith Letter of Representation for me/us to represent the company as noted above to make this declaration.

Pada hari ini _____ haribulan _____, 20____

Dated this day _____ of _____, 20____

(Nama dan Tandatangan)
(Name and Signature)
vii (Pemilik Syarikat / CEO / Pengarah)
(The Owner of Co / CEO / Director)

(Cop Syarikat)
(Company Stamp)

ⁱ Masukkan disini jika orang yang membuat pengakuan adalah pemilik atau adalah seorang pemilik berdaftar Syarikat atau Nama Perniagaan

Fill in here if an Owner of a Business Name

ⁱⁱ Masukkan disini jika orang yang membuat pengakuan adalah pemegang saham dalam sebuah Syarikat (Sdn Bhd)

Fill in here if a shareholder in a Company (Sdn Bhd)

ⁱⁱⁱ Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja

To be fill by Limited or Private Limited Company only

^{iv} Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain

If you DO NOT own other firms/Companies, please delete paragraph 3

^v Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain

If you DO NOT own other firms/Companies, please delete paragraph 3

^{vi} Potong perenggan 2 jika orang yang membuat pengakuan adalah pemilik atau pemegang saham dalam Firma-Firma / Syarikat-Syarikat lain

If you the Owner or Shareholder of other firms/Companies, please delete paragraph 2

^{vii} Potong Perenggan yang tidak berkenaan

Delete where inapplicable

^{viii} Hendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pegawai Eksekutif atau Pengarah.

Must be signed by the Owner of Co or CEO or Director

LAMPIRAN I
ANNEX I

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Firma (Firma-Firma) yang saya/kami menjadi pemiliknya seperti berikut:

Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Firm(s) which I/We the proprietor of:

No	Nama / Name	Firma / Firm
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Syarikat (Syarikat-Syarikat Sendirian Berhad) yang saya/kami menjadi pemiliknya seperti berikut:

Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Company(ies) which I/We a shareholder of:

No	Nama / Name	Syarikat / Company
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Bab 177 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 177 of the Penal Code (Cap 22 of the Laws of Brunei)

177. Barang siapa, yang terikat di sisi undang-undang untuk memberi maklumat mengenai apa-apa perkara kepada mana-mana penjawat awam, telah memberikannya sebagai benar, maklumat mengenai perkara itu yang dia tahu atau mempunyai sebab untuk mempercayai sebagai palsu, boleh dihukum penjara sehingga 6 bulan, atau denda sehingga \$4,000, atau kedua-duanya sekali, atau, jika maklumat yang dia terikat di sisi undang-undang untuk memberi itu adalah mengenai sesuatu kesalahan yang dilakukan atau untuk mencegah sesuatu kesalahan daripada dilakukan, atau bagi penangkapan seorang pesalah, boleh dihukum penjara sehingga 2 tahun, atau dengan denda, atau dengan kedua-duanya.

Whoever, being legally bound to furnish information on any subject to any public servant, as such, furnishes, as true, information on the subject which he knows or has reason to believe to be false, shall be punished with imprisonment for a term which may extend to 6 months, or with fine which may extend to \$4,000, or with both; or, if the information which he is legally bound to give respects the commission of an offence, or is required for the purpose of preventing the commission of an offence, or in order to the apprehension of an offender, with imprisonment for a term which may extend to 2 years, or with fine, or with both

Bab 182 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 182 of the Penal Code (Cap 22 of the Laws of Brunei)

182. Barang siapa memberi kepada seseorang penjawat awam apa-apa maklumat yang diketahui atau dipercayai sebagai palsu, dengan maksud menyebabkan, atau dengan mengetahui bahawa kemungkinan akan menyebabkan penjawat awam tersebut:-

Whoever gives to any public servant any information which he knows or believes to be false, intending thereby to cause, or knowing it likely that he will thereby cause, such public servant:-

- (a) melakukan atau meninggalkan apa-apa perkara yang penjawat awam itu seharusnya tidak melakukan atau tidak meninggalkan sekiranya keadaan yang sebenar, berkenaan dengan hal yang dimaklumkan itu, telah diketahui; atau

to do or omit anything which such public servant ought not to do or omit if the true state of facts respecting which such information is given were known by him; or

- (b) menggunakan kuasanya yang sah disisi undang-undang yang mendatangkan kecederaan atau gangguan kepada seseorang.
to use the lawful power of such public officer to the injury or annoyance of any person.

Akan menerima hukuman penjara sehingga 6 bulan atau didenda sebanyak \$4,000.00 atau dengan kedua-duanya.
shall be punished with imprisonment of either description for a term which may extend to 6 months, or with fine which may extend to \$4,000.00 or with both.

Bab 6(b) Akta Pencegahan Rasuah (Penggali 131 Undang-Undang Negara Brunei Darussalam)
Section 6(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 6(b) Jika sesiapa jua dengan secara tidak jujur memberi atau bersetuju memberi atau menawarkan sebarang suapan kepada mana-mana agen sebagai dorongan atau ganjaran kerana melakukan atau menahan diri dari melakukan, atau kerana telah melakukan atau menahan diri dari melakukan apa jua perbuatan berhubung dengan hal-hal atau urusan orang yang utamanya, atau kerana memberi atau menahan diri dari memberi atau tidak memberi pertolongan kepada sesiapa pun jua berhubung dengan hal-hal atau urusan orang yang utamanya;
If any person corruptly gives or agrees to give or offers any gratification to any agent as an inducement or reward for doing or forbearing to do, or for having done or forborne to do any act in relation to his principal's affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principal's affairs or business;

maka ia adalah bersalah dan hukuman: Denda \$30,000 and penjara 7 tahun.
he shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 6(c) Akta Pencegahan Rasuah (Penggali 131 Undang-Undang Negara Brunei Darussalam)
Section 6(c) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 6(c) Jika sesiapa jua dengan setahunya memberi kepada seseorang agen atau jika seorang agen dengan setahunya menggunakan dengan tujuan untuk menipu orang yang utamanya, sebarang resit, kira-kira atau dokumen lain bersabit dengan mana orang yang utama itu mempunyai kepentingan, dan yang mengandungi sebarang kenyataan yang tidak benar atau salah atau tidak sempurna dalam mana-mana perkara mustahak, dan yang pada pengetahuannya adalah dimaksudkan untuk mengelirukan orang yang utama itu,
If any person knowingly gives to an agent, or if an agent knowingly uses with intent to deceive his principal, any receipt, account or other document in respect of which the principal is interested, and which contains any statement which is false or erroneous or defective in any material particular, and which to his knowledge is intended to mislead the principal,

maka ia adalah bersalah dan hukuman: Denda \$30,000 dan penjara 7 tahun
he shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 9(a) Akta Pencegahan Rasuah (Penggali 131 Undang-Undang Negara Brunei Darussalam)
Section 9(a) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 9(a) Seseorang yang dengan tujuan untuk memperolehi daripada mana-mana badan awam sesuatu kontrak bagi menjalankan sebarang kerja, memberikan sebarang perkhidmatan, melakukan sesuatu, atau membekalkan sebarang benda, perkakas atau bahan, menawarkan sebarang suapan kepada mana-mana orang yang telah membuat sesuatu tawaran (tender) bagi kontrak itu, sebagai dorongan atau ganjaran kerana penarikan balik tender itu;
A person who, with intent to obtain from any public body a contract for performing any work, providing any service, doing anything, or supplying any article, material or substance, offers any gratification to any person who has made a tender for the contract, as an inducement or a reward for his withdrawing the tender;

maka ia adalah bersalah dan hukuman: Denda \$30,000 and penjara 7 tahun.
shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 9(b) Akta Pencegahan Rasuah (Penggali 131 Undang-Undang Negara Brunei Darussalam)
Section 9(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 9(b) Seseorang yang memujuk atau menerima sebarang suapan sebagai dorongan atau ganjaran kerana penarikan balik suatu tawaran yang telah dibuatnya bagi suatu kontrak,
A person who solicits or accepts any gratification as an inducement or a reward for his withdrawing a tender made by him for contract,

maka ia adalah bersalah dan hukuman: Denda \$30,000 dan penjara 7 tahun
shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 161 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 161 of the Penal Code (Cap 22 of the Laws of Brunei)

161. Barangsiapa, yang menjadi atau menjangka akan menjadi seorang penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, kecuali bayaran di sisi undang-undang, sebagai suatu galakan atau hadiah bagi melakukan atau supaya jangan melakukan apa-apa perbuatan rasmi, atau bagi memberi atau supaya jangan memberi, kemudahan atau kepayahan kepada seseorang, atau bagi memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasminya, dengan Kerajaan atau dengan seseorang penjawat awam,

Whoever, being or expecting to be a public servant, accepts or obtains, or agrees to accept, or attempts to obtain from any person, for himself or for any other person, any gratification whatever, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act, or for showing or forbearing to show in the exercise of his official functions, favour or disfavour to any person, or for rendering or attempting to render any service or disservice to any person, with Government, or with any public servant as such,

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 162 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 162 of the Penal Code (Cap 22 of the Laws of Brunei)

162. Barang siapa menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, sebagai suatu galakan atau hadiah bagi mendorong, dengan secara tidak jujur atau menyalahi undang-undang, seseorang penjawat awam supaya melakukan atau jangan melakukan sesuatu perbuatan rasmi, atau supaya memberi kemudahan atau kepayahan kepada seseorang, atau supaya memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasmi penjawat awam itu, dengan Kerajaan, atau dengan seseorang penjawat awam, sebagai yang demikian,

Whoever accepts or obtains, or agrees to accept or attempts to obtain, from any person, for himself or for any other person, any gratification whatever as a motive or reward for inducing, by corrupt or illegal means, any public servant to do or to forbear to do any official act or in the exercise of the official functions of such public servant to show favour or disfavour to any person, or to render or attempt to render any service or disservice to any person with the Government, or with any public servant, as such,

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 163 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 163 of the Penal Code (Cap 22 of the Laws of Brunei)

163. Barang siapa menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, sebagai suatu galakan atau hadiah bagi mendorong, dengan cara menjalankan pengaruh peribadi, seseorang penjawat awam supaya melakukan atau jangan melakukan sesuatu perbuatan rasmi, atau supaya memberi kemudahan atau kepayahan kepada seseorang, atau supaya memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasmi penjawat awam itu, dengan Kerajaan, atau dengan seseorang penjawat awam, sebagai yang sedemikian,

Whoever accepts or obtains, or agrees to accept or attempts to obtain, from any person, for himself or for any other person, any gratification whatever, as a motive or reward for inducing, by the exercise of personal influence, any public servant to do or to forbear to do any official act, or in the exercise of the official functions of such public servant to show favour or disfavour to any person, or to render or attempt to render any service or disservice to any person with the Government, or with any public servant, as such,

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 164 Kanun Hukuman Jenayah (Penggali 22 Undang-Undang Negara Brunei Darussalam)
Section 164 of the Penal Code (Cap 22 of the Laws of Brunei)

164. Barang siapa, yang menjadi seorang penjawat awam, yang berkenaan dengannya salah satu kesalahan yang ditakrifkan dalam dua bab terakhir itu dilakukan, menyubahati kesalahan itu,
Whoever, being a public servant, in respect of whom either of the offences defined in the last 2 preceding sections is committed, abets the offence,

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 165 Kanun Hukuman Jenayah (Penggag 22 Undang-Undang Negara Brunei Darussalam)
Section 165 of the Penal Code (Cap 22 of the Laws of Brunei)

165. Barang siapa yang menjadi penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, untuk dirinya atau untuk seseorang lain, sesuatu benda yang berharga, dengan tiada balasan atau dengan suatu balasan yang ia ketahui tidak mencukupi, daripada seseorang yang ia ketahui telah, atau sedang, atau mungkin ada kena mengena dalam apa-apa pembicaraan atau urusan yang telah dijalankan, atau yang akan dijalankan, oleh penjawat awam itu, atau yang ada apa-apa perhubungan dengan kerja-kerja rasminya sendiri atau dengan kerja-kerja rasmi seorang penjawat awam yang di bawahnya ia bekerja, atau daripada seseorang yang ia ketahui sebagai ada kepentingan atau bersangkutan dengan orang yang ada kena mengena demikian itu,
Whoever, being a public servant, accepts or obtains, or agrees to accept or attempts to obtain, for himself or for any other person, any valuable thing, without consideration, or for a consideration which he knows to be inadequate, from any person whom he knows to have been, or to be, or to be likely to be concerned in any proceeding or business transacted or about to be transacted by such public servant, or having any connection with the official functions of himself or of any public servant to whom he is subordinate, or from any person whom he knows to be interested in or related to the person so concerned,

hendaklah dihukum dengan penjara tidak melebihi 7 tahun dan denda.
shall be punished with imprisonment for a term which may extend to 7 years and with fine.

Bab 109 Kanun Hukuman Jenayah (Penggag 22 Undang-Undang Negara Brunei Darussalam)
Section 109 of the Penal Code (Cap 22 of the Laws of Brunei)

109. Barangsiaapa yang menyubahati sesuatu kesalahan hendaklah jika perbuatan yang disubahati itu dilakukan oleh sebab subahat itu, dan tiada peruntukan yang nyata dibuat oleh Kanun ini berkenaan dengan seksaan bagi subahat itu, diseksa dengan seksaan yang diperuntukkan bagi kesalahan itu.
Whoever abets any offence shall, if the act abetted is committed in consequences of the abetment, and no express provision is made by this Code for the punishment of such abetment, be punished with the punishment provided for the offence.

Bab 120B Kanun Hukuman Jenayah (Penggag 22 Undang-Undang Negara Brunei Darussalam)
Section 120B of the Penal Code (Cap 22 of the Laws of Brunei)

- 120B. (1) Barang siapa menjadi satu pihak dalam suatu pakatjahat jenayah bagi melakukan suatu kesalahan yang boleh dihukum dengan bunuh, atau penjara selama tempoh dua tahun atau lebih, hendaklah jika tiada apa-apa peruntukan yang nyata ditetapkan oleh Kanun ini berkenaan dengan hukuman bagi pakatjahat itu, dihukum sama seperti seolah-olah ia telah menyubahati kesalahan itu.
(1) Whoever is a party to a criminal conspiracy to commit an offence punishable with death, or imprisonment for a term of 2 years or upwards, shall, where no express provision is made in this Code for the punishment of such a conspiracy, be punished in the same manner as if he had abetted such offence.
- (2) Barang siapa menjadi satu pihak dalam suatu pakatjahat jenayah yang lain daripada pakatjenayah bagi melakukan suatu kesalahan yang boleh dihukum sebagaimana yang tersebut di atas, hendaklah dihukum dengan penjara sepuluh tahun dan denda.
(2) Whoever is a party to a criminal conspiracy other than a criminal conspiracy to commit an offence punishable as aforesaid shall be punishable with for 10 years and with fine.

Bab 511 Kanun Hukuman Jenayah (Penggag 22 Undang-Undang Negara Brunei Darussalam)
Section 511 of the Penal Code (Cap 22 of the Laws of Brunei)

511. Barang siapa mencuba melakukan sesuatu kesalahan yang boleh dihukum di bawah Kanun ini atau di bawah mana-mana undang-undang bertulis yang lain dengan penjara, denda atau sebatan atau dengan campuran hukuman-hukuman itu, atau mencuba menyebabkan kesalahan itu dilakukan, dan dalam percubaan itu membuat apa-apa perbuatan bagi melakukan kesalahan itu, hendaklah jika tiada peruntukan yang nyata dibuat di bawah Kanun ini atau di bawah undang-undang bertulis yang lain itu, mengikut mana yang berkenaan, bagi hukuman percubaan itu, dihukum dengan hukuman yang ada diperuntukkan bagi kesalahan itu:
Dengan syarat bahawa apa-apa tempoh penjara yang dikenakan tidaklah boleh lebih daripada setengah daripada tempoh yang lama sekali diperuntukkan bagi kesalahan itu.
Whoever attempts to commit an offence punishable by this Code or by any other written law with imprisonment, fine or whipping or with a combination of such punishments, or attempts to cause such an offence to be committed, and in such attempt does any act towards the commission of the offence, shall, where no express provision is made by this Code or by such other written law, as the case may be, for the punishment of such attempt, be punished with such punishment as is provided for the offence:
Provided that any term of imprisonment imposed shall not exceed one half of the longest term provided for the offence.

Peraturan 12(a) dari Peraturan 12, Peraturan-Peraturan Pegawai-Pegawai Kerajaan (Kelakuan dan Tatatertib), Akta Suruhanjaya Perkhidmatan Awam (Penggag 83 Undang-Undang Negara Brunei Darussalam)
Regulation 12(a) from Regulation 12 of Public Officers (Conduct and Discipline) Regulations, Public Service Commission Act (Chapter 83 of the Laws of Brunei)

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- 12(a) Pegawai-Pegawai dan keluarga-keluarga mereka adalah ditegah daripada menerima hadiah-hadiah (selain daripada hadiah-hadiah daripada sahabat-sahabatnya sendiri atau waris-waris) samada yang berupa wang, barang-barang, tambang-tambang percuma atau faedah-faedah yang lain, dan daripada memberi hadiah-hadiah yang sedemikian.
Officers and their families are prohibited from receiving presents (other than gifts of personal friends or relatives) whether in the shape of money, goods, free passages or other pecuniary benefits, and from giving such presents.

*Pengakuan Integriti Penender.
Tenderer's Integrity Declaration.*

Note: These offences are subject to other and amended legislation, which are given from time to time.