

REFERENCE OF TENDER	DESCRIPTION OF TENDER	TIME PERIOD OF TENDER	DEPARTMENT/DIVISION/ UNIT REQUESTING TENDER	FEES	CLOSING DATE NOT LATER THAN 2.00PM	FOCAL PERSON
KK/03/2023/HTD(TC)	THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR IT EQUIPMENT UNDER MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS	3 YEARS	DEPARTMENT OF HEALTHCARE TECHNOLOGY	\$30.00	14 <sup>TH</sup> FEBRUARY 2023	<i>IT Procurement Unit  (hi.procurement@moh.gov.bn)  Health Informatics Section Department of  Healthcare Technology  Ministry of Health  Commonwealth Drive,  Jln Menteri Besar  Negara Brunei Darussalam  Contact No.: +6732381640 EXT. 75</i>

## **SECTION 2**

# **GOVERNMENT REQUIREMENTS**

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## SECTION 2

### GOVERNMENT REQUIREMENTS

#### 1. INTRODUCTION

##### 1.1 Products or Services Sought

- 1.1.1 The Government intends to tender out the provision of Maintenance and Support Services for all IT Equipment in any units/sections/departments/bodies/hospitals/health clinics and centers that is under the purview of Ministry of Health. It is expected that the service will be for a duration period of three (3) years.
- 1.1.2 tenderers are hereby invited to submit proposals FOR THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR IT EQUIPMENT UNDER MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS.

#### 2. SCOPE OF SERVICES

##### 2.1 Provide Maintenance and Support Services

- 2.1.1. The successful Tenderer shall provide maintenance and support for all IT Equipment, including their accessories or consumables, in any units/sections/departments/bodies/hospitals/health clinics and centers that is under the purview of Ministry of Health based on users' requests or complaints starting from the date of Acceptance Certificate.
- 2.1.2 The required specification for the provision of the service stated in Clause 2.1.1 are specified in **Annex 2.1**.
- 2.1.3 The tenderers shall state any price per additional services offered to be stated in **Annex 1.3**.
- 2.1.4 The successful Tenderer shall comply with the service levels required by the Government as stated in Clause 3.
- 2.1.5 Maintenance work shall be performed without delay in accordance to the service levels stated in Clause 3.
- 2.1.6 The successful Tenderer shall advise the Government accordingly if any of the faulty or defective IT Equipment needs replacement of parts or repairing by providing the best solutions , either by the Government or as an additional service by the successful Tenderer.

- 2.1.7 The successful Tenderer shall document all support and maintenance works as well as all necessary tests and provide a copy for the Government for record keeping.
  - 2.1.8 The successful Tenderer shall ensure the software and system are in working order and updated after completion of any maintenance works without no additional cost to the Government.
- 2.2 Master Contract
- 2.2.1. The successful Tenderer shall enter into a Master Contract with the Government (See Section 4).
  - 2.2.2 The Master Contract shall be during the stated period of three (3) years. All prices quoted shall remain fixed for the whole duration of the Master Contract period.
- 2.3 Damages or loss of IT Equipment during Maintenance
- 2.3.1. Damages to the IT Equipment, excluding the faulty or defective parts/components, during the execution of maintenance works due to any mishandling or accidents shall be replaced by the successful Tenderer at no additional cost upon receiving a written notification from the Government.
  - 2.3.2. Loss of the IT Equipment and its accessories/consumables during the execution of maintenance works due to thefts shall be replaced by the successful Tenderer at no additional cost, upon receiving a written notification from the Government and a copy of a police report.
  - 2.3.3 If any equipment or accessories used during the maintenance works (e.g. PC) are infected with unauthorized code (Viruses, Logic Bombs, etc.) designed to further disrupt, disable or damage the existing faulty or defective IT Equipment, the successful Tenderer shall remove completely the unauthorized code at no expense to the Government and shall recover any lost or damaged data.
- 2.4. Project Team
- 2.4.1. Project Team shall consist of staffs from the successful Tenderer and its sub-Contractor(s) and shall form the relevant sub-teams to provide the services as stipulated in Clause 2.
  - 2.4.2. The successful Tenderer shall:
    - 2.4.2.1. Manage and monitor the services required in this Tender, and track its subcontractor's performance and service levels, set out herein.
    - 2.4.2.2. Provide comprehensive and regular reporting of project performance and shall propose the reporting format as agreed by the Government. The frequency of reporting shall be on a monthly basis, except when the Government requires reports submitted on a "upon delivery" or quarterly basis.
    - 2.4.2.3. Attend all management meetings whenever needed and shall respond to enquiries from the Government.

2.4.2.4. For fault correction relating to the equipment, provide general advice, guidance and liaison with other Government service providers or Tenderers.

#### 2.4.3. Key Team Personnel

2.4.3.1. The Key Team Personnel (i.e. Project Manager(s) and Team Leader(s)) of this project team shall be stationed in Brunei for the provision of their particular services during the Contract period.

2.4.3.2. At least one Project Manager shall be assigned for this project team and shall work full time for the whole duration of the Contract period.

2.4.3.3. This Project Manager shall be the key contact person to liaise with the Government for all contract matters as stated in the Contract.

2.4.3.4. The Government shall be notified of any proposed changes to and replacements of any key Contractor staff on the project management team during the Contract period. The Contractor shall seek the Government's approval before effecting the changes and replacements.

2.4.3.5. All key team personnel shall possess at least 3 years' experience in project implementation activities.

2.4.3.6. The team personnel should have the experience to carry out and provide support and maintenance services.

2.4.4. The successful Tenderer shall work together with the new service provider to execute the Exit Plan, when the successful Tenderer terminates or towards the end of the Contract period.

#### 2.5 Documentations and Deliverables

2.5.1 The successful Tenderer shall be responsible for delivering all relevant documentation for the provision of related services. These shall include the following deliverables:

Service Type	Key Project deliverables
Support and Maintenance	Inspection Report Service Report Incident Report

2.5.2 The successful Tenderer shall consolidate all the documentation stated above such that a complete set of documentation is submitted to the Government for record.

2.5.3 The documentation set submitted to the Government shall be in the hard copy form (e.g. printed document) and soft copy (e.g. DVDs / CDs / online / email).

### 3. SERVICE LEVEL

#### 3.1. General

3.1.1. The Government will contact the successful Tenderer in the event of a fault in the equipment and its accessories/consumables after maintenance work has been done.

3.1.2. The successful Tenderer shall be required to rectify the fault by either repairing or replacing the faulty parts or components within the service levels specified in Clause 3.3.1 at no additional cost to the Government.

3.1.3. If the faulty parts or components does not meet the specified service levels and service not restored within the duration stated in clause 3.3.1 then **alternative services** shall be provided by the successful Tenderer, at no additional cost to the Government.

Alternative services provided shall include (but are not limited to):

- Immediately replacing the faulty parts or components or
- Loan of similar or equivalent equipment while waiting for the faulty parts or components to be repaired

3.1.4 All incidental costs including parts, transportation and labor charges incurred by the successful Tenderer pursuant to Clause 3 shall be borne by the successful Tenderer.

#### 3.2. Service Support

3.2.1. The successful Tenderer shall provide 24 hour support services to the end user, 7 days a week.

3.2.2. The successful Tenderer shall also provide at least two telephone numbers, including an emergency contact number and an email address for use after Government Office operating hours or during public holidays to the User and Government Technical Services.

The purpose is for both sales and post-sales services and support.

#### 3.3. Prescribed Response Time

3.3.1. On receipt of a request from the Government the successful Tenderer undertakes to dispatch suitably qualified engineers/technicians within the following Response Times:

Description	Service Level	Remark	Duration	Action
Response time	1	To have 24 hours on-call system and to receive the call immediately	Not more than 4 hours after receipt of notification (normal Operating	To give advice related to the equipment highlighted.

			hours & non-operation hours)	
	2	Not affecting services	Not more than 2 hours after receipt of notification (normal Operating hours & non-operation hours)	To attend the complaint and fix the equipment within 24 hours
	3	Affecting services	Not more than 1 hour after receipt of notification (normal Operating hours & non-operation hours)	If exceed 1 hour the tenderer has to provide replacement equipment or any other alternative services in order for the service to continue.

3.3.2. If the successful Tenderer fails to respond to the notification or to render the equipment fully operational within the timeframe stated above without providing suitable and equivalent alternative services, then the Government may impose liquidated damages of the amount specified in Section 4.

#### 3.4 Delays

3.4.1 If the successful Tenderer fails to perform or complete the maintenance work within the specified response time without providing alternative services, then the sum of Fifty Brunei Dollars (B\$50.00) of penalty fee for each hour of such failure or delay counted after the end of the appropriate Response Time shall be imposed on the successful Tenderer.

### 4. PAYMENT

4.1. Payment to the successful Tenderer will be made locally and in **Brunei Dollars**.

4.2. All payment claims shall be made monthly with the attachment of the successful Tenderer's invoice together with service reports.

4.3. Payments will be made within the period of sixty (60) days upon receiving such claims, depending on approval processes as well as reliability of TAFIS Payment System.



**ANNEX 2.1 – TENDER SPECIFICATIONS**

No	Description	Quantity
1	<p>Support for all IT Equipment (desktops, laptops, monitors, printers, scanners, barcode printers, barcode scanners, computer on wheels (COWs)) in any units/sections/departments/bodies/hospitals/health clinics and centers that is under the purview of Ministry of Health.</p> <ul style="list-style-type: none"> <li>- From 8AM – 5PM.</li> <li>- Based on: 5000 units of desktops, 1500 units of laptops, 100 units of monitors, 2000 units of printers, 200 units of scanners, 700 units of barcode printers, 500 units of barcode scanners &amp; 300 units of computers on wheels (COWs).</li> <li>- Setup Service Desk and Helpline.</li> <li>- Capture all types of incidents/issues.</li> <li>- Capture all IT Equipment inventories into the system such as desktops, laptops, printers, scanners, barcode printers, barcode scanners, computer on wheels (COWs).</li> <li>- 8x5x5 or 24/7x5 Unlimited Support including installation of hardware components or spare parts that need repairing or replacing, provided separately either by the Government or as an additional service by the successful Tenderer.</li> <li>- Break/fix (exclude additional components or spare parts).</li> <li>- Resources must be on site for all the four hospitals during working days and in standby mode or on-call during non-working days inclusive of public holidays.</li> <li>- Resources must be on standby mode or on-call for other sites under the purview of MOH during working and non-working days inclusive of public holidays.</li> </ul> <p>Monthly Reporting with documentations and reports.</p>	1 Lot

# **SECTION 3**

# **TENDER SCHEDULES**

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### COMPOSITION OF TENDER

The composition of the Technical Proposal and Pricing Proposal shall be as follows:

Tender Schedules	Technical Proposal	Pricing Proposal
Schedule 1	All except Table 1.1, 1.2, 1.3, 1.4	Table 1.1, 1.2, 1.3, 1.4
Schedule 2	All	
Schedule 3	All	
Schedule 4	All	
Schedule 5	All	
Schedule 6	All except Table 6.1(a)	Table 6.1(a)
Schedule 7	All except Table 7.1(a)	Table 7.1(a)
Schedule 8	Not Used	Not Used
Schedule 9	All	
Schedule 10	All	
Schedule 11	All	
Schedule 12	All except Table 12.2	Table 12.2
Schedule 13	All	
Schedule 14	All	
Schedule 15	All	
Schedule 16	All	
Schedule 17	All	
Schedule 18		All
Schedule 19		All
Schedule 20	All	
Tender Form	Annex 3.1	Annex 3.2

## SECTION 3 TENDER SCHEDULES

### SCHEDULE 1 – INFORMATION SUMMARY

- 1.1 Tenderers shall provide in this Schedule the following information:
- a. Management summary.
  - b. List of all the companies (including Contractor and Sub- Contractor (s), if any) involved in the provision of the services and items specified in this tender, and the responsibility of each company.
  - c. Company profile – Name, Address, Phone Number, Facsimile Number, e-Mail Address, Website (if any), etc.
  - d. Copies of Company’s Certificate of Corporation or Firm’s Certificate of Registration, as applicable, and a receipt of the document fee.
  - e. Years of experience (as of the Tender Closing Date) and skills of the Contractor and Sub-Contractor(s) in:
    - i. Providing Maintenance and Support Services for Any Types of IT Equipment.
  - f. Other information which is considered relevant.
- 1.2 Tenderers shall provide Local Business Development Plan in this Schedule based on following requirements and tables:

**Table 1.1** To reach target for the increase in local skilled workforce following LBD framework

LBD ICT LOCAL SKILLED WORKFORCE PLAN FOR THE CONTRACT												
	Current			Milestone 1			Milestone 2			End of Contract LBD Quadrant Target		
	Local	Non-Local	% Local	Local	Non-Local	% Local	Local	Non-Local	% Local	Local	Non-Local	% Local
<b>TECHNICAL</b>												
Senior Management												
Expert												
Specialist												
Entrant												
<b>OVERALL</b>												<b>70%</b>
<b>ADMINISTRATIVE</b>												
Top Management												
Supervisory												
First-line												

**Table 1.2** New Recruitment of Local employees in the duration of this project contract period

NEW RECRUITMENT OR UPSKILLING OF LOCAL EMPLOYEES FOR THE CONTRACT				
	Project Initiation	Milestone 1	Milestone 2	End of Contract Targets
<b>TECHNICAL</b>				
Senior Management				Overall tech workforce increase from 12 to 14.
Expert			1 (Recruitment)	

Specialist		1 (Upskilling)	1 (Recruitment)	Identified 1 local to upskill.
Entrant		1 (Recruitment)	1 (Recruitment)	
<b>OVERALL</b>				Identified 4 positions for local recruitment.
<b>ADMINISTRATIVE</b>				
Top Management				Identified 2 positions for local recruitment.
Supervisory			1 (Recruitment)	
First-line		1 (Recruitment)		

**Table 1.3** Training of local employees throughout this project contract period

TRAINING OF LOCAL EMPLOYEES THROUGHOUT CONTRACT PERIOD					
No	Name	IC Number and Colour	Scope of Training(s) Completed (specify on-the-job-training or certified training)	Date of Start and End of Training	End of Contract Target
1					
2					

1.2.1 Contractors are required to specify the training that is planned for their local workforce for the contract awarded.

1.2.2 The End of Contract Target for Training of Local Employees throughout the Contract Period is set by the Contractor and not the Project Owner unless specified by the Project Owner.

**Table 1.4** Local content spending

LOCAL CONTENT SPENDING												
Cumulative	Project Initiation			Milestone 1			Milestone 2			End of Contract Target		
	In Brunei (BND)	Outside Brunei (BND)	% Local Spend	In Brunei (BND)	Outside Brunei (BND)	% Local Spend	In Brunei (BND)	Outside Brunei (BND)	% Local Spend	In Brunei (BND)	Outside Brunei (BND)	% Local Spend
<b>EMPLOYMENT</b>												
<b>GOODS &amp; SERVICES</b>												

1.2.3 Local content spend is the value added or created in the Bruneian economy through use of local employment and goods & services.

1.2.4 Employment spend is any costs of locally-based staff (local and non-local) including TAP, all subsistence costs and any other costs.

1.2.4.1 Employment spend in Brunei = 100% local staff wages + 50% non-local staff wages

1.2.4.2 Employment spend out of Brunei = 50% of non-local staff wages

1.2.5 Goods & services spend is spending on any goods & services inside Brunei and outside Brunei.

1.2.5.1 Goods & services spend inside Brunei is spending on any goods & services rendered/purchased from sub-contractors or suppliers in Brunei excluding international companies in Brunei.

1.2.5.2 Goods & services spend outside Brunei is spending on any goods & services rendered/purchased from sub-contractors or suppliers outside Brunei including international companies based in Brunei.

1.2.5.3 The End of Contract Target for Local Content Spending is set by the Contractor and not the Project Owner unless specified by the Project Owner.

**SCHEDULE 2 – SUB-CONTRACTS**

2.1 Tenderers shall complete **Table 2.1** with information about all the companies involved in the provision of the services and items specified in this tender. This shall include details about the Contractor and each Sub-Contractor involved, as well as their respective responsibilities.

2.2 Tenderers shall also indicate in Table 2.1 any alliance relationship established with each Sub-Contractor. An alliance is defined as a formal and binding business relationship between the allied parties.

**Table 2.1 Responsibility Table**

Company Name	Responsibility Description	Alliance Relationship between Contractor and Sub- Contractor(s)		
		Alliance Exists? (Y/N)	Date Established	Alliance Description
Contractor				
Sub-Contractor(s)				

**SCHEDULE 3 – COMPANY’S BACKGROUND**

3.1 Each of the companies involved in this tender, including Contractor and Sub- Contractor(s) (if any), shall provide its company profile including company strengths, organisation structure and management background.

**SCHEDULE 4 – COMPANY’S TRACK RECORD**

**4.1 Company Contribution**

4.1.1 Tenderers shall complete **Table 4.1**, with information about the contribution percentages of different companies (which can be the Contractor, Sub-Contractor(s), or other manufacturer(s)) in the provision of the following project services or items:

- a. Implementation and Related Services  
Tenderers shall list the company(ies) responsible for the provision of Implementation and Related Services. Contribution percentage of each company shall be provided based on the relevant number of man days, service price or cost, over total man days, service price or cost for Implementation and Related Services.
- b. Hardware  
Tenderers shall list the manufacturer (s) of all the proposed/required hardware item(s). Contribution percentage of each manufacturer/developer shall be provided based on the relevant hardware price/cost over total hardware price/cost.
- c. Software
- d. Maintenance and Support Services  
Tenderers shall list the company(ies) responsible for the provision of Maintenance and Support Services. Contribution percentage of each company shall be provided based on the relevant number of man days, service price or cost, over total man days, service

price or cost for Maintenance and Support Services.

- 4.1.2 The sum of contribution percentages across different companies on a particular project service or item must give a total of 100%.

**Table 4.1 Contribution of Companies (in %)**

No.	Company Name	Relevant Project Services or Items		
		Hardware	Implementation and Related Services	Warranty
	<u>Contractor</u>			
	<u>Sub- Contractors</u>			
	<u>Other Companies/ Manufacturers (if not Contractor and Sub- Contractors)</u>			
	Total:	100%	100%	100%

**4.2 Project Management Experiences**

- 4.2.1 Tenderers shall complete **Table 4.2**, with details of all the IT projects and related services that the Contractor was responsible for.

**Table 4.2 Project Management Experiences**

Name and Address of Customer	Name and Version of Main Application, Brief Description	Location where & when system was implemented

**4.3 Project Partnership Experiences**

- 4.3.1 Tenderers shall complete **Table 4.3**, with details of all the IT projects in the past years, or indicate with "No partnership" under column "Name & Address of Customer" if this is not applicable:-

- a. The Contractor has partnered with any of the proposed Sub- Contractor(s) in this tender, in providing any of the following project services or items for the listed projects:
- i. Implementation and Related Services
  - ii. Hardware
  - iii. Other Services (if any please specify):-  
The types of partnership shall include:
    - Partnership between the Contractor and Sub-Contractor within the same project in providing **different** services or items as listed above.
    - Partnership between the Contractor and Sub- Contractor within the same project in providing the **same** services or item as listed above.



- b. The Contractor itself was responsible for any two or more project services or items mentioned above for the listed projects, although without partnership with the proposed Sub- Contractor(s) in this tender.
- 4.3.2 Tenderers shall indicate the roles of the Contractor and Sub- Contractor(s) for the listed projects in Table 4.3, by providing the companies' reference numbers as specified in Table 4.1.
- 4.3.3 Tenderers shall enter 'N/A' (not applicable) for the project service(s) or item(s) in the listed project(s), that were responsible by parties other than the Contractor or Sub- Contractor(s) in this tender.

**Table 4.3 Project Partnership Experiences**

Name & Address of Customer	Project Description	Project Completion Date	Names of Companies Responsible for		
			Hardware	Implementation and Related Services	Please add relevant experiences here

**4.4 Company Track Records**

- 4.4.1 Tenderers shall provide a list of relevant track records in the tables as listed below, for the companies that are named in **Table 4.1**.

Table 4.4 Implementation and Related Services  
 Table 4.5 Hardware

- 4.4.2 Tenderers shall complete **Tables 4.4 to 4.5** with track records as follows:
  - a. The track records must be for with similar functions to the system being tendered.
  - b. The company must have performed a similar role as in this tender for the listed projects.
  - c. The company shall provide three (3) reference sites for each company under a particular project service or item.

- 4.4.3 Tenderers shall assign a project reference number to the track records provided. The same project reference number must be used if the same project is referred to by different companies, or under different project services or items.

- 4.4.4 General guidelines for completing Tables 4.4 to 4.7:

Column Heading	Descriptions
Customer Type	Tenderers shall indicate whether the customer is a Government or Quasi Government organisation. Please put a 'Y' under the appropriate category and leave blank if the customer is neither a Government nor a Quasi Government. A Quasi Government is defined as an organisation which (1) is managed and controlled by Government; or (2) has at least 50% shares being held by Government.

Column Heading	Descriptions
Project Scale	Tenderers shall indicate the scale of the project:  Table 4.4 – in terms of total contract value (the contract value of the overall project), and total number of man days. Table 4.5 – in terms of contract value of the implementation project, and the total implementation man days.
Reference Site	Please mark a 'Y' for the projects/ track records that can be used as reference sites. Tenderers shall provide at least three (3) reference sites for each company under a particular project service or item.
Project Reference Number	Please assign a project reference number for each project/ track record. Tenderers shall note that the same project reference number must be used if the same project is referred to by different companies, or under different project services or items.
Reference Sites Contact Details	Tenderers shall provide contact details for every project/track record that is indicated as a reference site.

**Table 4.4 Company Track Records (Implementation & Related Services)**

Company Name		Customer Type		Name and Version of Main Application, Brief Description	Location Where System was implemented	Project Scale	Project Timeframe		Reference Site	Reference Site Contact Details			
Name of Customer	Govt.	Quasi Govt.	Start Date				Completion Date	Project Reference Number		Contact Person	Title	Contract No, Fax No & Email Address	

**Table 4.5 Company Track Records (Hardware) "Leave Blank If Not Used"**

Company Name		Customer Type		Name and Version of Main Application, Brief Description	Location Where System was implemented	Project Scale	Project Timeframe		Reference Site	Reference Site Contact Details			
Name of Customer	Govt.	Quasi Govt.	Start Date				Completion Date	Project Reference Number		Contact Person	Title	Contract No, Fax No & Email Address	

**4.5 Reference Site Contact Details (Table 4.4 to Table 4.5)**

- 4.5.1 Tenderers shall provide contact details for every project/track record that is indicated as a reference site.
- 4.5.2 The Government shall treat all the information submitted under this schedule in strict confidence.
- 4.5.3 The Government reserves the right to contact the reference sites for tender assessment

purposes.

- 4.5.4 Tenderers may also be requested to make arrangements for the Government’s representative to visit the reference sites. If such site visits are required to be conducted overseas, Tenderers shall render all assistance in arranging the site visits but the Government shall bear the costs of transportation, subsistence and accommodation for the Government’s representative for such visits.

**SCHEDULE 5 – CONTRACTOR’S EMPLOYEES AND THEIR DUTIES**

**5.1 Project Team Structure**

- 5.1.1 Tenderers shall provide a clear organisation chart to show the Project Implementation Team structure including the escalation procedures. Descriptions shall be provided to show how the Implementation Team address the functional and technical requirements and how to discharge the Implementation and Related Services stated in **Section 2 – Government Requirements**.

**5.2 Project Role and Staffing Arrangement**

- 5.2.1 Tenderers shall provide, in **Table 5.1**, the following information in respect of each of their **key** project staff designated:-
- a. Name;
  - b. Company to which the project staff belongs;
  - c. Proposed role in this project;
  - d. Terms of Service;
  - e. Language (Spoken); and
  - f. Deployment of staff for this project, including information about estimated effort and estimated schedule of work.

**Table 5.1 Project Role and Staffing Arrangement**

Name	Company	Language (Spoken)	IC / Passport No.	Proposed Project Role		Terms of Service		Schedule of Work	
				Team / Sub-Team	Staff Category	Full-time/ Part-time	On-site / Local off-site / Overseas	Start Date	End Date

- 5.2.2 Tenderers shall propose and present arrangements on the provision of staff and/ or Sub-Contractor establishment.

**5.3 Previous Experience of Project Staff**

- 5.3.1 Tenderers shall provide in **Table 5.2** the following information in respect of the previous experience of each of their key project staff designated for the project:
- a. Name;
  - b. Academic qualification;
  - c. Years of post-qualification IT experience;
  - d. Number of relevant project experience; and
  - e. Years of experience in relevant subject areas.
- 5.3.2 Tenderers shall attach with this Schedule the Curriculum Vitae of each proposed staff for the Project Team. Tenderers are required to cross-reference to the Curriculum Vitae when completing Tables 5.2 to 5.5.

**Table 5.2 Project Staff Profile**

Name	Academic Qualification	Number of Relevant Project Experience in recent 10 Years			Years of Experience in	
		No. of Years of Post-Qualification IT Experience <sup>1</sup>	No.	Xref <sup>2</sup>	Project Management	Implementation and Related Services

Note: 1) For Technology Specialist, this should be "Number of Years of Post-Qualification Functional Experience with Given Technology" (for HW/SW Procurement, not applicable unless it involves high end or complex Hardware )  
 2) Xref – Cross-reference to the experience provided in Curriculum Vitae

5.3.3 Tenderers shall submit a list of IT procurement projects in Table 5.3 that the proposed Project Manager(s) of this tender has engaged in with a similar role (as of the Tender Closing Date). Tenderers shall provide cross-references to the experiences in Curriculum Vitae.

Please indicate whether the proposed Overall Implementation Methodology, as specified in Schedule 10 – "Proposed Approach And Methodology", was adopted in the projects by putting a 'Y' under column "Used Proposed Overall Impl. Methodology" where appropriate.

**Table 5.3 List of projects that the proposed Project Manager(s) has engaged in**

Name(s) of Proposed Project Manager(s)	Name and Address of Client	Brief Project Description (e.g. name and nature of application)	Scale of Project			Period of Time Engaged in the Project	Used Proposed Overall Impl. Methodology	Xref
			No. of Users	Total Project Man days	No. of Team Members at Peak			

5.3.4 Tenderers shall submit a list of IT projects in **Table 5.4** that the proposed Technical Supervisor(s) of this tender has engaged in with a similar role (as of the Tender Closing Date). Tenderers shall provide cross-references to the experiences in Curriculum Vitae.

Please indicate whether the proposed Overall Implementation Methodology, as specified in Schedule 10 – "Proposed Approach and Methodology", was adopted in the projects by putting a 'Y' under column "Used Proposed Overall Implementation Methodology" where appropriate.

**Table 5.4 List of projects that the proposed Technical Supervisor(s) has engaged in**

Name(s) of Proposed Technical Supervisor (s)	Name and Address of Client	Brief Project Description (e.g. name and nature of application)	Scale of Project			Period of Time Engaged in the Project	Used Proposed Overall Impl. Methodology	Xref
			No. of Users	Total Project Man days	No. of Team Members at Peak			

5.3.5 Tenderers shall submit a list of system implementation projects in **Table 5.5** that the proposed Team Leader(s) of this tender has engaged in with a similar role (as of the Tender Closing Date). Tenderers shall provide cross-references to the experiences in Curriculum Vitae.

Please indicate whether the proposed Overall Implementation Methodology, as specified in





**SCHEDULE 10 – PROPOSED APPROACH AND METHODOLOGY “LEAVE BLANK IF NOT USED”**

10.1 Tenderers shall give a description on the proposed approach, methodology or any associated tools adopted for implementation and control of this project including the following services:

- a. Overall implementation (Paragraph 10.2)
- b. Project management (Paragraph 10.3)

10.2 **Overall Implementation**

Tenderers shall provide detailed information on the overall methodology and approach to be adopted in implementation and related services as specified in this tender. This should include:

- a. where appropriate, the name of the methodology shall be indicated. Tenderers shall also provide background descriptions of the methodology, including the source of the methodology (e.g. is the methodology defined by an international organisation and is well adopted in the industry, or is it a knowledge asset of the Contractor or any Sub-Contractor), year of first introduction and adoption, etc;
- b. the approach, steps and procedures to ensure the integration of different services; and
- c. an explanation on the linkage between this proposed methodology and the Implementation Plan.

10.3 **Project Management**

Tenderers shall describe the detailed methodology and approach to be adopted in this project for project management. This should include:

- a. where appropriate, the name of the methodology shall be indicated. Tenderers shall also provide background descriptions of the methodology, including the source of the methodology (e.g. is the methodology defined by an international organisation and is well adopted in the industry, or is it a knowledge asset of the Contractor or any Sub- Contractor), year of first introduction and adoption, extent of use of the methodology on management system projects in other government or quasi government, etc;
- b. the approach in controlling the project implementation processes;
- c. the approach in project planning, resource estimation and management;
- d. the reporting and escalation procedures, including the responsibilities involved;
- e. the methodology in delivering project products in good quality and performance; and
- f. all associated procedures for the proper management of project issues, project risks, etc.

**SCHEDULE 11 – IMPLEMENTATION PLAN**

11.1 Tenderers shall show the proposed the implementation plan in **Table 11.1**. Tenderers shall propose the appropriate activities and deliverables with reference to **Section 2 – Government Requirements** and shall include any other recommended activities and deliverables in the table. Tenderers shall provide detailed breakdown on each implementation service and activity.

**Table 11.1 Implementation Plan**

Major Activities / Tasks	Tentative Timeframe (Date)		Estimated Effort (Man days)			Measurement Metrics	Deliverables
	Start	End	Contractor	Govt.	Others (Pls. Specify)		
	Total:						

Note: (i) 1 Manday = 8 hours; 1 Man-month = 22.5 Mandays.

**SCHEDULE 12 – IMPLEMENTATION AND RELATED SERVICES**

**12.1 Implementation and Related Services to be provided by the Contractor**

The Contractor shall provide the following Implementation and Related Services, with details stipulated in **Section 2 – Government Requirements Clause 3 Implementation and Related Services**.

**12.2 Implementation and Related Services Charges**

12.1.1 Tenderers shall fill in **Table 12.1** for the above-said Implementation and Related Services of this with information about detailed implementation tasks and Man days breakdown by Staff Categories.

12.2.2 Tenderers shall include, in **Table 12.1** the effort in the testing and implementation.

12.2.3 Tenderers shall ensure that the Implementation and Related Services, as well as the effort specified in this Schedule correspond with the tasks and effort provided in **Schedule 11 Implementation Plan**.

12.2.4 Tenderers shall enter 'N/C' (i.e. no charge) where applicable.

**Table 12.1 Implementation and Related Services to be provided by the Contractor during Implementation**

Item No.	Description of Implementation and Related Services	Estimated Effort (Man days)			Total Man days
		PM	TS	Others (Pls. Specify)	
	Total:				

For example: PM – Project Manager; TS – Technical Supervisor

12.2.5 Tenderers shall fill in **Table 12.2** to provide the daily rates for any additional services required for Implementation and Related Services as identified in **Schedule 11 Implementation Plan**.

**Table 12.2 Staff Daily Rate**

Staff Category	Daily Rate
Project Manager	
Technical Supervisor	



**SCHEDULE 13 – INSTALLATION TESTS “LEAVE BLANK IF NOT USED”**

- 13.1 Tenderers shall state in this Schedule the Installation Tests (as specified in **Section 2 Clause 3.2**).
- 13.2 Tenderers shall propose the test approach and the test tools (if any) for conducting the Installation Tests.

**SCHEDULE 14 – ACCEPTANCE TESTS “LEAVE BLANK IF NOT USED”**

- 14.1 Tenderers shall state in this Schedule the Acceptance Tests (as specified in **Section 2 Clause 5 Acceptance Testing**) to be performed.
- 14.2 Tenderers shall propose the test approach and the test tools (if any) for conducting the Acceptance Tests.

**SCHEDULE 15 – DOCUMENTATION AND DELIVERABLES**

**15.1 General**

Tenderers shall propose a complete list of documentation that will be provided, including all the documents specified in **Section 2 – Government Requirements**.

**15.2 Hardware “Leave Blank if Not Used”**

The Contractor shall produce all necessary documentation for all Hardware as specified in **Schedule 7 Hardware** during implementation.

**Table 15.1 Hardware Documentation**

Ref. No.	Description	Deliverable (D)/ Ref Material (R)	No. of Copies	
			Softcopy (Pls specify medium)	Hardcopy

**15.3 Implementation and Related Services**

The Contractor shall deliver all relevant materials and documentation for the provision of Implementation and Related Services (as specified in **Section 2 – Government Requirements Clause 3 Implementation and Related Services** as Project Deliverables. These must include, the key deliverables specified in **Section 2 – Government Requirements Clause 4 Documentation and Deliverables**.

**Table 15.2 Implementation and Related Services Documentation**

Ref. No.	Description	No. of Copies	
		Softcopy (Pls specify medium)	Hardcopy

**SCHEDULE 16 – TRAINING PLAN “LEAVE BLANK IF NOT USED”**

**16.1 Training Plan and Approach**

Tenderers shall describe the training plan and approach, as specified in **Section 2 Clause 3.9 Training**. These shall include the following:

- a. Overall training methodology and approach, for example, training recommendations so that end-user training can be effectively rolled out within the planned timeframe.
- b. Detailed approach of the course, for example:
  - i. Types of learning modes (e.g. classroom, hands-on assisted training)
  - ii. Types of delivery aids (e.g. presentation slides)
  - iii. Types of course materials
  - iv. Course Contents
  - v. Size per class

**16.2 Training Resources**

Tenderers shall describe in this Schedule their training resources and facilities.

**16.3 Training Courses to be provided by Contractor**

16.3.1 Tenderers shall propose in this Schedule the course to be provided and conducted by the Tenderer, as specified in **Section 2 – Government Requirements Clause 3.9 Training**.

16.3.2 The proposed training schedule shall be in line with the detailed implementation plan provided in **Schedule 11 Implementation Plan**.

16.3.3 Tenderers shall complete Table 16.1 using the following guidelines:

Column Heading	Descriptions
Course Title	The title of the course, which shall be clear and self-explanatory for the Prime Minister’s Office’s understanding. Where necessary, brief descriptions shall be included.
Course Contents	The topics/sub-topic to be covered during the course
Format	Classroom and hands on (please specify).
Number of Sessions per Course	The number of sessions that trainees need to attend in order to complete the course.
Total Duration (Hours) per Course	Total number of hours that trainees need to attend in order to complete the course.
Proposed Number of Classes	More than one class shall be proposed for a particular course if the number of trainees is large and considered not manageable in one class.
Category of Trainee	Project team member, end user, others (please specify).
Size per Class	Number of trainees per class.
Scheduled Date(s) for each Class	The proposed date(s) for trainees to attend the sessions.
Venue	Venue to be provided by the Contractor, or third-party training centre, unless otherwise required by Government. Please provide details if the venue is to be provided by Contractor or by third-party training centre.

**Table 16.1 Training Plan and Details**

Course Title	Course Contents	Format	Number of Sessions per Course	Total Duration (Hours) per Course	Proposed Number of Classes	Category of Trainee	Size per Class	Scheduled Date(s) for each Class	Venue

**SCHEDULE 17 – STATEMENT OF COMPLIANCE**

- 17.1 Tenderers shall indicate their compliance by providing a compliance table in **Table 17.1**, with clause-by-clause including sub-clause by sub-clause statement of compliance corresponding to all Sections of **Section 2 – Government Requirements including the Annexes except Clause 1.1 Background**.
- 17.2 Proposal without the compliance table specified in Table 17.1 will be considered incomplete and shall be disqualified.

**Table 17.1 Statement of Compliance**

Section	Sub-section No.	Compliance <sup>1</sup> Yes or No	Remarks <sup>2</sup>

Note:

1. Please put "Yes" if complied, "No" if not complied.
2. Where appropriate, Tenderers shall specify how the requirement will be met in the remarks column.

**SCHEDULE 18 – PRICE SUMMARY**

- 18.1 Tenderers shall provide a summary of the aggregate price for the non-recurrent cost, annual recurrent cost and other price information in **Table 18.1**. Tenderers shall ensure the accuracy and consistency with the items proposed in this tender. This Schedule must be completed in full and the price shall be consistent with the prices listed in the following Schedules. In case of discrepancy, this written Schedule document shall prevail.

The charges in Table 18.1 are for the purpose of total price assessment for this project.

- 18.2 Items listed in Table 18.1 are guidelines to Tenderers and may not be exhaustive. Tenderers shall ensure the completeness and accuracy of the information provided for a total price assessment. Tenderers shall also include in this schedule the non-recurrent and quarterly recurrent cost of other items.
- 18.3 Tenderers shall:
- a. Enter 'N/C' (i.e. no charge) where applicable.

**Table 18.1 Total Charges for Implementation Phase**

Descriptions	Year 1	Total	Schedule Reference
Hardware			Schedule 7
Software			Schedule 6
Implementation and Related Services			Schedule 12
Total			

**SCHEDULE 19 – PAYMENT SCHEDULE**

- 19.1 Payments shall be made in accordance with the milestones specified in **Section 2 – Government Requirements, Annex 2.3 – Payment Milestones.**
- 19.2 Tenderers shall propose a detailed payment breakdown in accordance with the milestones specified in **Section 2 – Government Requirements, Annex 2.3 – Payment Milestones** such that it is consistent with the implementation plan proposed in **Schedule 11, Table 11.1.**

**SCHEDULE 20 – DECLARATION FORM**

- 20.1 Tenderers are required to make a declaration in the form of the Tenderer’s Declaration (attached overleaf). The purpose of the declaration is to prevent incidences of collusion among potential tenderers to this Invitation To Tender.

**Schedule 20 – PENGAKUAN PENENDER / TENDERER'S DECLARATION**



**PENGAKUAN INTEGRITI PENENDER**  
**TENDERER'S INTEGRITY DECLARATION**

<b>Rujukan Tawaran</b> <i>Tender Reference</i>	KK/03/2023/HTD(TC)
<b>Tajuk Tawaran</b> <i>Tender Title</i>	THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR IT EQUIPMENT UNDER MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS
<b>Kementerian/Jabatan</b> <i>Ministry/Department</i>	DEPARTMENT OF HEALTHCARE TECHNOLOGY, MINISTRY OF HEALTH

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

<b>Bil.</b> <i>No.</i>	<b>Nama</b> <i>Name</i>	<b>No. Kad Pengenalan Brunei &amp; Warna/ No. Pasport Antarabangsa <i>Brunei Identity Card No. &amp; Colour/International Passport No.</i></b>	<b>Tandatangan</b> <i>Signature</i>

Beralamat/*Address:*

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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)

<sup>ii</sup>adalah 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. <sup>iii</sup>Saya/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. <sup>iv</sup>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. <sup>v</sup>Saya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) yang dinyatakan dalam Lampiran I.**  
***I/We also the proprietor / shareholder in the list of firm(s)/ Company(ies) described at Annex 1.***

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

5. Saya/Kami juga membuat PENGAKUAN selanjutnya:  
*I/We also hereby DECLARE:*
  - a. bahawa sepanjang pengetahuan saya/kami, isteri/suami saya/kami atau Firma (Firma-Firma) Syarikat (Syarikat-Syarikat) kepunyaan isteri/suami saya/kami, tidak menghadapkan Tawaran untuk projek yang disebutkan diatas;  
*that to the best of my/our knowledge, neither my/our spouse or his/her firm(s)/ Company(ies) have submitted a Tender Proposal for the above mentioned project; and*
  - b. bahawa saya/kami tidak berpakat sulit dengan Firma (Firma-Firma)/ Syarikat (Syarikat-Syarikat) atau dengan sesiapa dalam menghadapkan Tawaran untuk projek yang disebutkan di atas.  
*that I/We have not colluded with any other firm(s)/Company(ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project.*

6. <sup>vi</sup>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 (Penggagal 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggagal 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\_\_\_\_*



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

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

Syarikat atau Nama Perniagaan

*Fill in here if n Owner of a Business Name*

<sup>ii</sup> 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)*

<sup>iii</sup> Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja

*To be fill by Limited or Private Limited Company only*

<sup>iv</sup> 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*

<sup>v</sup> 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*

<sup>vi</sup> 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*

<sup>vii</sup> Potong Perenggan yang tidak berkenaan

*Delete where inapplicable*

<sup>vii</sup> *Hendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pegawai Eksekutif atau Pengarah.*

*Must be signed by the Owner of Company or CEO or Director*

**Annex 1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 9(a) Seseorang yang dengan tujuan untuk memperolehi daripada mana-mana badan awam sesuatu kontrak bagi menjalankan sebarang kerja, memberikan sebarang perkhidmatan, melakukan sesuatu, atau membekalkan sebarang benda, 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 (Penggagal 131 Undang-Undang Negara Brunei Darussalam)  
*Section 9(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)*

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

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

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

161. Barangsiapa, yang menjadi atau menjangka akan menjadi seorang penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, kecuali bayaran di sisi undang-undang, sebagai suatu galakan atau hadiah bagi melakukan atau supaya jangan melakukan apa-apa perbuatan rasmi, atau bagi memberi atau supaya jangan memberi, kemudahan atau kepayahan kepada seseorang, atau bagi memberi atau mencuba memberi apa-apa perkhidmatan atau halangan kepada seseorang, pada menjalankan kerja-kerja rasminya, dengan Kerajaan atau dengan seseorang penjawat awam,  
*Whoever, being or expecting to be a public servant, accepts or obtains, or agrees to accept, or attempts to obtain from any person, for himself or for any other person, any gratification whatever, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act, or for showing or forbearing to show in the exercise of his official functions, favour or disfavour to any person, or for rendering or attempting to render any service or disservice to any person, with Government, or with any public servant as such,*

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

Bab 162 Kanun Hukuman Jenayah (Penggagal 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 (Penggagal 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 (Penggagal 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 (Penggagal 22 Undang-Undang Negara Brunei Darussalam)  
*Section 165 of the Penal Code (Cap 22 of the Laws of Brunei)*

165. Barang siapa yang menjadi penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, untuk dirinya atau untuk seseorang lain, sesuatu benda yang berharga, dengan tiada balasan atau

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

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

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

109. Barangsiapa yang menyubahati sesuatu kesalahan hendaklah jika perbuatan yang disubahati itu dilakukan oleh sebab subahat itu, dan tiada peruntukan yang nyata dibuat oleh Kanun ini berkenaan dengan seksaan bagi subahat itu, diseksa dengan seksaan yang diperuntukkan bagi kesalahan itu.  
*Whoever abets any offence shall, if the act abetted is committed in 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 (Penggagal 22 Undang-Undang Negara Brunei Darussalam)  
*Section 120B of the Penal Code (Cap 22 of the Laws of Brunei)*

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

(2) Barang siapa menjadi satu pihak dalam suatu pakatjahat jenayah yang lain daripada pakatjenayah bagi melakukan suatu kesalahan yang boleh dihukum sebagaimana yang tersebut di atas, hendaklah dihukum dengan penjara sepuluh tahun dan denda.  
*(2) Whoever is a party to a criminal conspiracy other than a criminal conspiracy to commit an offence punishable as aforesaid shall be punishable with for 10 years and with fine.*

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

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

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

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

THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR IT EQUIPMENT UNDER MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS

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Project Ref : KK/XXX/2022/HTD(TC)

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

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

**ANNEX 3.1 – TENDER FORM (TECHNICAL PROPOSAL)**

**(FOR SUBMISSION IN TECHNICAL PROPOSAL ENVELOPE)**

Date : \_\_\_\_\_

**TO: Lembaga Tawaran Kecil**

Sir,

Having examined the documents comprised in the Invitation To Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for ***THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR IT EQUIPMENT UNDER MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS*** in conformity with the said Requirements and Schedules in the sum stated and sealed in a separate envelope marked "**Technical Proposal**".

We agree to abide by this Tender for a period of **TWELVE (12) months** from the deadline for submission of tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We shall execute a formal agreement in the appropriate form set out in the Tender Document together with such further terms and conditions, if any, agreed upon between the Government and us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this \_\_\_\_\_ days of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(In the Capacity of)

Duly Authorised to sign Tender for and on behalf of

\_\_\_\_\_

Witness

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

**ANNEX 3.2 – TENDER FORM (PRICING PROPOSAL)**  
**(FOR SUBMISSION IN PRICING PROPOSAL ENVELOPE)**

Date : \_\_\_\_\_

**TO: Lembaga Tawaran Kecil**

Sir,

Having examined the documents comprised in the Invitation To Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for ***THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES FOR IT EQUIPMENT UNDER MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS*** in conformity with the said Requirements and Schedules for the sum of

**(Total amount in words and figures )**

We agree to abide by this Tender for a period of **TWELVE (12) months** from the deadline for submission of tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We shall execute a formal agreement in the appropriate form set out in the Tender Document together with such further terms and conditions, if any, agreed upon between the Government and us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this \_\_\_\_\_ days of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(In the Capacity of)

Duly Authorised to sign Tender for and on behalf of

\_\_\_\_\_

Witness

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Signature