

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/34/2023/TUT(TC)	THE OPERATION OF A BRAND NAME SPECIALTY CAFÉ CONCESSION AT THE PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH, HOSPITAL TUTONG, (PMMPMHAMB) FOR THREE(3) YEARS	3 YEARS	PMMPMHAMB HOSPITAL, TUTONG	\$10.00	14 <sup>th</sup> FEBRUARY 2023	<p>Abdul Afiq bin Ahmad Mahmud  Pentadbir Kanan Hospital  Pengiran Muda Mahkota Pengiran  Muda Haji Al-Muhtadee Billah,  Hospital PMMPMHAMB Tutong  Negara Brunei Darussalam  Contact No: 4221010 Ext 221 Fax  4260750  e-mail:  mushawwir.rahman@moh.gov.bn</p>

# **SECTION 2**

## **SPECIFICATIONS**

### **INVITATION TO TENDER FOR THE OPERATION OF A BRAND NAME SPECIALTY CAFÉ CONCESSION AT THE PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH, HOSPITAL TUTONG, (PMMPMHAMB) FOR THREE (3) YEARS.**

#### **1. INTRODUCTION**

Tenders are invited from parties interested in operating a Café Concession at **the Lobby, Front Entrance , Waiting Area, PMMPMHAMB Hospital** with size area 25 Meter Square.

#### **2. CONTRACT PERIOD**

The contract will be for a period of **three (3) years**.

#### **3. SCOPE OF WORK/STATEMENT OF REQUIREMENTS**

- 3.1 The Tenderer shall only be permitted to conduct the business of operating and managing the cafe approved by the Government of Brunei Darussalam
- 3.2 The Tenderer shall perform the following services:-
  - 3.2.1 providing variety of food and drink choices,
  - 3.2.2 food preparation, handling, storage and distribution, and
  - 3.2.3 reducing the risk of infections in the facility associated with operations of the food services
- 3.3 The tenderer needs to provide the premise with the needful necessities such as cold storage, fixed cabinet or loose furniture.
- 3.4 The premise shall be maintained to the highest standard of cleanliness. Officers from respective hospitals/facilities shall be allowed to inspect the premise at all time.

- 3.5 The Tenderer shall provide cleaners to maintain the premise cleanliness, neatness and hygiene at all times.
- 3.6 The Tenderer shall keep/stock crockeries, cutleries and utensils in proper storage.
- 3.7 The Tenderer shall provide complete utensils, utensils' washing dispenser, rubbish trollies, rubbish/garbage bins, garbage plastic bags, pails and mops, detergents for floor, walls, mirrors and etc.
- 3.8 The Tenderer shall be responsible for the proper disposal of waste e.g. waste water, food waste, and used disposable items.
- 3.9 The Tenderer shall be responsible for maintenance of the infrastructure, replacements of electrical fittings, and equipment at all time. Therefore in the effort to enhance the look of the concerned area. The Tenderer at their own expense shall renovate and upgrade the existing area to the hospitals requirement including wall, floor, ceiling and the electrical fittings
- 3.10 Any civil work in relation to the installation of equipment including building modification will be responsible by the Tenderer.
- 3.11 The proposed building modifications must be submitted to the CEO/Head of the respective hospitals/facilities for permission before its implementation.
- 3.12 The Tenderer shall finance towards the cost of supplying, installing, commissioning and maintenance of any related equipment/furniture/ including directional signage.
- 3.13 The cafe tenderer shall comply with rules and regulations set by the Ministry of Health at all times

#### **4. SUBMISSION OF PROPOSAL**

- 4.1 Tenderers are required to submit a **business proposal** (colored 2D) of the designated area (APPENDIX A) complete with the proposed enhancement of the appearance of the cafe facilities, services to be offered

- 4.2 Tenderers are also required to submit **price quote (MINIMUM BND 350 ) for the cafe**
- 4.3 Any other business proposal may be included upon Ministry Of Health (MOH) approval.

## 5. CODE OF CONDUCT

- 5.1 The successful company shall not sub-let the contract to a third party
- 5.2 The premise shall be maintained to the highest standard of cleanliness. Officers from the respective facilities shall be allowed to inspect the premise at all time. If the premise is found not to be of high standard, the MOH shall engage a third party to clean the premise and charges relating to the cleaning works shall be borne by the Tenderer.
- 5.3 The outlet shall not be used for other purposes except for purpose of operating a cafe approved by the Government of Brunei Darussalam
- 5.4 Food and service charges must be **priced and displayed** properly in accordance with acceptable standard.
- 5.5 The Tenderer's employees while on duty at the facilities shall dress in a manner fitting to their occupation.
- 5.6 The Tenderer shall not advertise on behalf of any person or allow any person to put any advertising sign on the leased premises.
- 5.7 The Tenderer shall comply with all laws, Statutory Rules, Regulations and Enactment and pay all fees that may be lawfully demanded in respect thereof.
- 5.8 The Tenderer shall at all times during the period of the Agreement shall maintain and take proper care of the premises let.
- 5.9 Licenses
  - 5.9.1 To hold and continue to hold a Business Licence under the Business Names Act (Cap. 92 of the Laws of Brunei)
  - 5.9.2 To use and occupy the Cafe for the purposes of managing and operating of Cafe only and to obtain any licences, permits and approvals from the relevant authorities which may be required for such use.

- 5.10 Not to make any alteration, additions, changes to the Cafe without the Government's previous consent in writing which consent shall not be unreasonably withheld. PROVIDED ALWAYS that the consent or approval of the relevant authorities concerned, where necessary, shall first have been obtained prior to the carrying out of any work for which the Government's consent in writing has been given.
- 5.11 IT IS FURTHER PROVIDED ALWAYS that on the expiry or sooner determination of the term hereby granted the Tenant shall at its own costs and expenses reinstate the Cafe to its original state and condition (fair wear and tear excepted).
- 5.12 Not to make any alteration, addition or changes of structural nature or which may affect the structure of the Hospital or the Cafe.

## **6. SUPPLY AND OPERATION OF EQUIPMENT**

- 6.1 The installation tasks to be performed shall include but not limited to:
- 6.1.1 The connection of equipment to the electrical supply
  - 6.1.2 The alignment and testing of all equipment
  - 6.1.3 The provision of an earthing system and lighting protection.
  - 6.1.4 The supply, fabrication, painting and assembly of all miscellaneous material, minor components, supports and other such items as are indicated in the accompanying documentation, are clearly intended to be provided, or are obviously required for completion of the works herein specified.
- 6.2 The Tenderer shall be responsible for maintenance and replacements of electrical fittings and lightings within the premise using LED type lightings devices where appropriate.
- 6.3 The facilities shall provide electricity supply at designated areas for the use and operation of the cafe management equipment

## **7. OPERATION OF CAFE**

- 7.1 The Tenderer shall operate the cafe Seven (7) days a week with a minimum nine (9) hours a day.

- 7.2 The Tenderer may be required to extend the service during the public holiday including Friday, Sunday and Public Holidays
- 7.3 The Tenderer will be responsible for direct staff employment, provision of training, coordinating and continuously monitoring / supervising the cafe equipment and providing qualified and experience / skilled supervisors and / technicians in the manner befitting a general eatery service.
- 7.4 Day-to-day operations from revenue control, routine inspection and maintenance of equipment will be the sole responsibility of the Tenderer.
- 7.5 The Cafe Tenderer shall provide the statement of accounts of monthly revenue collections to the **Chief Executive Officer, The Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah, (PMMPMHAMB ) Hospital, Tutong** not later than the first week of the following month. The facilities reserve the right to retrieve any reports from the cafe management system for whatever purposes.

## 8. CAFE APPEARANCE

The Tenderer shall bear in mind that the appearance of the cafe together with the cafe operation management **shall contribute and enhance the image of the facilities. It should be of an ambience of quality and modern-style.**

- 8.1 The Tenderer shall keep the cafe clean and tidy at all times at its own cost.
- 8.2 The Tenderer shall provide cleaners to clean the cafe facilities seven (7) days a week:-
  - 8.2.1 The Tenderer shall clean the cafe facilities / the surrounding including drain using appropriate equipment as and when required.
  - 8.2.2 The Tenderer shall provide adequate numbers of rubbish bin with lid
  - 8.2.3 The Tenderer shall be responsible for the waste collection and the disposal of the waste and ensure disposal of the waste to designated approved government dumping ground.

## 9. SIGNAGE

- 9.1 The Tenderer shall maintain directional signage and informational signs at the cafe either electronically or other method.

9.2 The Tenderer shall display notices / advertisements / health information or messages as approved by MOH.

## **10. COMPLIMENTARY RIGHT OF USE**

10.1 In the event of any major disaster, the MoH shall reserve its right to close the cafe premises to the public.

## **11. PAYMENT OF RENT/LEGAL FEES**

11.1 The Tenderer shall pay the monthly rent in advance at the beginning of each month without deduction. Monthly rents shall be made in the form of cheque payable to the **Government of His Majesty The Sultan and Yang Di-Pertuan of Brunei Darussalam** and shall be submitted to the **Acting Chief Executive Officer, The Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah, (PMMPMHAMB ) Hospital** not later than first week of each month.

11.2 If at any time the rent or any part thereof (whether lawfully demanded or not) shall remain unpaid for **fourteen days** after becoming payable or if the tenderer shall at any-time fail or neglect to perform and observe any of the covenants and conditions and on his part to be performed and observed, the Government may terminate the contract with notice and without prejudice to any claim by remedy in respect of any antecedent breach of any covenant or condition.

11.3 The Tenderer shall pay all dues, stamp duty charges and license fees.

## **12. MENU AND SERVICES**

12.1 To submit a proposal of menu suited of cafe specifically ranging but not limited to items as stated in APPENDIX B

12.2 To ensure proper revenue collection and effective control for security purposes

12.3 The Tenderer shall only issue an entry pass to the staff who can provide evidence that their cafe application has been approved by the MoH

## **13. SECURITY**

13.1 The Tenderer is fully responsible for monitoring and preventing illegal activities at the cafe facilities/premises.

13.2 The Tenderer shall provide adequate security monitoring system such as CCTV at the designed area

13.3 All cost of fitting out and renovations to the Cafe shall be borne solely by the Tenant and in accordance with all rules building regulations and by laws of the relevant authorities.

13.3.1 To supply, install and maintain the equipment in the Cafe at its own costs and to ensure that the installation and maintenance of the said equipment shall not cause any disruption, nuisance or disturbance at the Hospital.

13.3.2 To be solely responsible or liable for the security and safety of the Cafe and all monies being kept at the Cafe at the sole risk of the Tenant.

13.3.3 To provide adequate security personnel and equipment at its own costs

#### **14 EMPLOYEES**

To employ an adequate number of employees in order to operate and run the Cafe efficiently.



## **15 PASSES AND UNIFORM**

- 15.1 For admission into the Facilities, the Tenderer, its employees, agents and sub-contractors will be issued with security passes issued by MOH. For that purpose the Tenderer shall submit to the Chief Executive Officer, The Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhtadee Billah, (PMMPMHAMB ) Hospital two (2) copies of passport size photograph of each of the employee, agent or sub-contractor who has been tasked by the Tenderer to perform the Services
- 15.2 No employee, agent or sub-contractor of the Tenderer shall be admitted into the Facilities nor shall such employee, agent or sub-contractor be permitted to perform the Service unless he has been issued with a security pass
- 15.3 All employees, agents and sub-contractors of the Tenderer tasked by the Tenderer to perform the Services must wear clean uniforms which shall be provided by the Tenderer. Such uniform shall have the name of the Tenderer clearly marked on it

## **16 USE OF FACILITIES**

- 16.1 The Tenderer, its employees, agents and sub-contractors shall not enter the Facilities for any purpose other than that specified in this Agreement.
- 16.2 Whilst at the Facilities and in the performance of the Services, the Tenderer, its employees, agents and sub-contractors shall confined themselves to the immediate vicinity of the Facilities and shall cause minimum disturbance to patients.

## **17 FACILITIES**

To permit the Government its agents or workmen with or without appliances at all reasonable notice to the Tenant (except in case of emergency when no notice shall be required) to enter upon and view the state of repair and condition of the Cafe and to take inventories of the Government's fixtures and fittings therein and to do such works and things as may be required by the Government and the Government may serve notice on the Tenant of any defect or damage of which the Tenant may be responsible hereunder requiring the Tenant within a reasonable time to repair the same in default of the Tenant so doing it shall be lawful for the Government thereafter to enter and execute the required repairs and for that purpose the Government its architects contractors workmen and agents may enter upon the whole or any part of the Cafe and there remain the purpose of carrying out such repair work and all expenses and costs of carrying out such work shall forthwith be payable by the Tenant to the Government on demand.

## **18 BREAKAGES AND DAMAGES**

- 18.1 From time to time to make good any breakage or damage to the common areas of the Hospital or to any adjoining premises or any facilities or appurtenances thereof occasioned by want of care or misuse either by the Tenant its servants licensees agents or invitees and shall also repair and replace immediately all damaged or broken lighting, electrical equipment and plumbing and other fixtures and fittings installed upon the Cafe.
- 18.2 At the expiry or sooner determination of the term hereby granted to peaceably and quietly yield up the Cafe to the Government in good and tenantable repair and condition in accordance with the covenants hereinbefore contained and to remove any signs, names, advertisements or notices erected, painted, displayed or affixed and to make good any damage caused by such removal and also to remove all rubbish, trash, waste and any unwanted materials or items therefrom.
- 18.3 To keep in good repair the walls, floors, main drains and pipes and the external parts of the Hospital and the Cafe save where such repair is required due to the fault neglect or default of the Tenant, its agents, servants, licensees, invitees.
- 18.4 So long as the Tenant shall pay the monthly rental and perform and observe the several stipulations, conditions and agreements on its part herein contained, to allow the Tenant to peacefully hold and enjoy the Cafe during the term hereby created without any interruptions by the Government or any persons lawfully claiming through or under the Government.
- 18.5 Maintain and keep in repair the common areas of the Hospital provided that the manner and frequency of such maintenance and the expenditure thereon shall be at the absolute discretion of the Government.
- 18.6 If at any time during this tenancy the Cafe or any part thereof shall be destroyed or damaged by fire or other disabling or inevitable cause so as to become unfit for use and occupation except when such fire shall have been caused by any act or default of the Tenant, its servants, agents, licensees or invitees, then the Monthly Rental or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in the case of dispute by arbitration in the manner provided in this tenancy) shall be suspended and ceased to be payable until Cafe shall have been reinstated and rendered fit for use Provided Always that if in the event that the Government shall be unable to rebuild or reinstate the Cafe fit for occupation within two (2) months from the date thereof, the Tenant shall have the option either to terminate the tenancy herein created or to continue suspending the ceasing of payment of the Monthly Rental. The Government shall not be bound or compelled to

rebuild or reinstate the same and in the event the Government decide not to rebuild or reinstate the said tenancy shall determine.

## APPENDIX A

### Front Lobby Area, Main Entrance – Hospital PMMPMHAMB, Tutong

Proposed space for Brand Name Café in PMMPMHAMB Hospital



## APPENDIX B

### Food

NO.	ITEM
1.	Sandwich
2.	Cake
3.	Muffin
4.	Danish Breads
5.	Cookie
6.	Pasta
7.	Lasagna
8.	Quiche
9.	Croissant
10.	Salad

### Beverages

NO.	ITEM
11.	Tea
12.	Coffee
13.	Latte
14.	Cappuccino
15.	Ice blended drinks
16.	Juice
17.	Bottled Water

# SCHEDULE 1 – TENDER FORM

## TENDER FORM

To:

TENDER REFERENCE NO: KK/34/2023/TUT(TC)

**INVITATION TO TENDER FOR THE OPERATION OF A BRAND NAME SPECIALTY CAFÉ CONCESSION AT THE PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH, HOSPITAL TUTONG, (PMMPMHAMB) FOR THREE ( 3 ) YEARS.**

**TENDER OF (name of Supplier)** : \_\_\_\_\_

Company/Business Registration No : \_\_\_\_\_

Tender Closing Date : \_\_\_\_\_

*Business Proposal complete with the proposed enhancement of the appearance of the Café facilities, services to be offered including the system/equipment to be used and the operation, maintenance and cleaning program for the Café facilities (based on the checklist of the specifications and requirements)*

*(To be attached with this tender form)*

No.	Description	Rental Amount	
		Per month (\$)	Three (3) Years (\$)
1	The rental cost for the operation of a brand name specialty café concession at The Pengiran Muda Mahkota Pengiran Muda Mahkota Pengiran Muda Haji Al-Muhyadee Billah (PMMPMHAMB), Tutong for Three (3) Years .		

**PRICING LIST OF THE FOOD AND BEVERAGE THAT SHOULD BE SOLD:**

<b>A. FOOD</b>			
<b>LIST</b>	<b>PRICE</b>	<b>LIST</b>	<b>PRICE</b>
1. SANDWICH		6. PASTA	
2. CAKE		7. LASAGNA	
3. MUFFIN		8. QUICHE	
4. DANISH BREADS		9. CROISSANT	
5. COOKIE		10. SALAD	

**OTHER FOOD**

<b>OTHER FOOD</b>			
<b>LIST</b>	<b>PRICE</b>	<b>LIST</b>	<b>PRICE</b>

<b>B. DRINK</b>			
<b>LIST</b>	<b>PRICE</b>	<b>LIST</b>	<b>PRICE</b>
1. TEA		5. ICE BLENDED DRINKS	
2. COFFEE		6. JUICE	
3. LATTE		7. BOTTLED WATER	
4. CAPPUCINO			

**OTHER DRINK**

<b>OTHER DRINK</b>			
<b>LIST</b>	<b>PRICE</b>	<b>LIST</b>	<b>PRICE</b>

1. We offer and undertake on your acceptance of our Tender to supply and deliver the above mentioned goods in accordance with your Invitation To Tender.
2. Our Tender is fully consistent with and does not contradict or derogate from anything in your Invitation To Tender. We have not qualified or changed any of the provisions of your Invitation To Tender.
3. We shall execute a formal agreement in the appropriate form set out in Section 4 – Contract of the Invitation to Tender together with such further terms and conditions, if any, agreed between Government and us.
4. OUR OFFER IS VALID FOR **ONE YEAR (1 YEAR)** CALENDER MONTHS FROM THE TENDER CLOSING DATE.
5. When requested by you, we shall extend the validity of this offer.
6. We further undertake to give you any further information which you may require.

Dated this                      day of                      2016

\_\_\_\_\_  
**Signature of authorised officer of Tenderer**  
Name                      :  
Designation                      :

Tenderer’s official stamp:



**THE OPERATION OF A BRAND NAME SPECIALTY CAFÉ CONCESSION AT THE PENGIRAN MUDA MAHKOTA PENGIRAN MUDA HAJI AL-MUHTADEE BILLAH, HOSPITAL TUTONG, (PMMPMHAMB) FOR THREE ( 3 ) YEARS.**

	<b>SPECIFICATION AND REQUIREMENT</b>	<b>OFFER</b>	<b>REMARKS (IF ANY)</b>
1.	The Tenderer shall only be permitted to conduct the business of operating and managing the cafe approved by the Government of Brunei Darussalam		
2.	The Tenderer shall perform the following services:- <ol style="list-style-type: none"> <li>1. providing variety of food choices,</li> <li>2. food preparation, handling, storage and distribution, and</li> <li>3. reducing the risk of infections in the facility associated with operations of the food services</li> </ol>		
3.	Provision of equipment including crockeries and cutleries to the facilities		
4.	The tenderer needs to provide the premise with the needful necessities such as cold storage, fixed cabinet or loose furniture.		

	<b>SPECIFICATION AND REQUIREMENT</b>	<b>OFFER</b>	<b>REMARKS (IF ANY)</b>
5.	The premise shall be maintained to the highest standard of cleanliness. Officers from respective hospitals/facilities shall be allowed to inspect the premise at all time.		
6.	The Tenderer shall provide cleaners to maintain the kitchen cleanliness, neatness, hygienic at all times.		
7.	The Tenderer shall keep/stock crockeries, cutleries and utensils in proper storage.		
8.	The Tenderer shall provide complete utensils, utensils' washing dispenser, rubbish trollies, rubbish/garbage bins, garbage plastic bags, pails and mops, detergents for floor, walls, mirrors and etc		
9.	The Tenderer shall be responsible for the proper disposable of waste e.g. waste water, food waste, and used disposable items.		

	<b>SPECIFICATION AND REQUIREMENT</b>	<b>OFFER</b>	<b>REMARKS (IF ANY)</b>
10.	The Tenderer shall be responsible for maintenance of the infrastructure, replacements of electrical fittings, and equipment at all time.		
11.	Any civil work in relation to the installation of equipment including building modification will be responsible by the Tenderer		
12.	The proposed building modifications must be submitted to the CEO of the respective hospitals/facilities for permission before its implementation		
13.	The Tenderer shall finance towards the cost of supplying, installing, commissioning and maintenance of any related equipment/furniture/ including directional signage.		
14.	The cafe tenderer shall comply with rules and regulations set by the PMMPMHAMB Hospital, Tutong at all times		

	SPECIFICATION AND REQUIREMENT	OFFER	REMARKS (IF ANY)
15.	Tenderers are required to submit a <b>business proposal</b> (colored 2D) of the designated area (APPENDIX A) complete with the proposed enhancement of the appearance of the cafe facilities, services to be offered		
16.	Tenderers are also required to submit <b>price quote (MINIMUM BND 350) for the cafe</b>		
17.	The successful company shall not sub-let the contract to a third party		
18.	The Tenderer shall operate the eatery 7 days a week with a minimum 9 hours a day.  The Tenderer may be required to extend the service during the public holiday including Friday, Sunday and Public Holidays.		
19.	The Tenderer shall bear in mind that the appearance of the cafe together with the cafe operation management <b>shall contribute and enhance the image of PMMPHAMB Hospital Tutong, It should be of an ambience of quality and modern-style.</b>		

	<b>SPECIFICATION AND REQUIREMENT</b>	<b>OFFER</b>	<b>REMARKS (IF ANY)</b>
20.	To submit a proposal of menu suited of cafe specifically ranging but not limited to items as stated in APPENDIX B		

## **SCHEDULE 2 – INFORMATION SUMMARY**

2.1 Tenderers shall provide in this Schedule the following information:

- (a) Management summary
- (b) Company profile (including Contractor and sub-contractor(s), if any)
- (c) Years of experience (as is the Tender Closing Date) of the Contractor and sub-contractor(s) in the:
  - *Operating & Managing Food Establishments such as canteens, café.*
- (d) Other information which is considered relevant.

## SCHEDULE 3 – SUB-CONTRACTS

- 1.1 Tenderers shall complete Table 3.1 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.
- 1.2 Tenderers shall also indicate in Table 3.1 any alliance relationship established with each sub-contractor. An alliance is defined as a formal and binding business relationship between the allied parties.

Table 3.1 Responsibility Table

Company Name	Responsibility Description	Alliance Relationship between Contractor and Sub-contractor(s)		
		Alliance Exists? (Y/N)	Date Established	Alliance Description
Contractor				
		Not Applicable	Not Applicable	Not Applicable
Sub-contractor(s)				

## **SCHEDULE 4 – COMPANY’S BACKGROUND**

- 4.1** Each of the companies involved in this tender, including Contractor and sub-contractor(s) (if any), shall provide information on the company’s background, scope of operations, financial standing and certified copy of its Certificate of Incorporation of Certificate of Registration (as the case may be).



## SCHEDULE 5 – REFERENCES

5.1 Tenderers shall submit a list of customers in Table 5.1 to whom the Contractor has provider similar services and items as specified in this tender in the recent 5 years as of the Tender Closing Date.

Table 5.1 References of previous customers

Customers Name and Address	Customer Type (Govt or Quasi Govt)*	Contact Person	Title	Contact Number, Fax Number and E- mail Address

\*Note: Tenderers shall indicate whether the customer is a Government or Quasi Government organisation. A Quasi Government is defined as an organisation which (1) is managed and controlled by the Government; or (2) has at least 50% shares being held by the Government. Please leave the column blank if the customer is neither a Government or Quasi Government organisation.

5.2 The Ministry of Health shall treat all the information submitted under this schedule in strict confidence.

5.3 The Ministry of Health reserves the right to contact the references for Tender assessment purpose.

## SCHEDULE 6 – DECLARATION

### PENGAKUAN PENENDER SUPPLIER'S DECLARATION

Rujukan Tawaran Tender Reference	
Tajuk Tawaran Tender Title	
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. <i>No</i>	Nama <i>Name</i>	Numbur Kad Pengenalan Brunei/Passpot <i>Antrabangsa Brunei Identity card/international Passport Number</i>	Warna <i>Colour</i>	Tandatangan <i>Signature</i>
1				
2				
3				
4				
5				

Beralamat/*Address:*

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\_\_\_\_\_ dengan ini

Membuat PENGAKUAN seperti berikut / *make the following DECLARATION:*

1. Saya/Kami yang bernama diatas,  
*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)

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

---

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

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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 **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).*
3. <sup>iv</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.*

4. 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.*
5. Saya/Kami menyedari sepenuhnya, jika saya/kami memberikan maklumat yang palsu bagi pengakuan ini, saya/kami akan melakukan kesalahan yang boleh didakwa dibawah Kanun Hukuman Jenayah 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 182 of the penal code reproduced below in Annex 1.*
6. 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.*

7. 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 Suran Pengakuan ini.

*I/We hereby authorize \_\_\_\_\_ to sign this Tenderer's 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.*

Pada hari ini \_\_\_\_\_ haribulan \_\_\_\_\_, 20 \_\_\_\_\_

*Dated this day \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_\_*

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**(Nama dan Tandatangan)**  
**(Name and Signature)**  
**^(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.

*Fill in here if an 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> 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>iv</sup> Potong perenggan 2 jika orang yang membuat pengakuan adalah pemilik atau pemegang saham dalam Firma-Firma / Syarikat-Syarikat lain.

*If you the Owner of shareholder of other firms/companies, please delete paragraph 2.*

<sup>v</sup> Hendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pengawai Eksekutif atau Pengarah.

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

Pengakuan Penender.

*Tenderer's Declaration*

**LAMPIRAN1**  
**ANNEX I**

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapkan senarai Firma (Firma-Firma) yang saya/kami menjadikan 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 182 Kanun Hukuman Jenayah (Penggag 22 Undang-Undang Negara Brunei Darussalam)  
*Sections 182 of the Penal code (Cap 22 of the Laws of Brunei)*

182. Barang siapa memberi kepada seseorang pegawai awam apa-apa maklumat yang diketahui atau dipercayai sebagai palsu, dengan maksud menyebabkan, atau dengan mengetahui bahawa kemungkinan akan menyebabkan pegawai 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 pegawai awam itu seharusnya tidak melakukan atau tidak meninggalkan sekiranya keadaan yang sebenar, berkenaan dengan hal yang dimaklumkan, telah diketahui; atau  
*to do 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 ganggan kepada seseorang.  
*to use the lawful power of such public 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.*



## LISTS OF COMPANY OWNERSHIP

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NO.	COMPANY NAME	OWNERSHIP	I.C NO. & ADDRESS