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/14/2023/ESTETMOH	THE PROVISION OF COMPREHENSIVE MAINTENANCE SERVICES FOR REFRIGERATED AIR-CONDITIONING AND VENTILATION AT MINISTRY OF HEALTH HEADQUARTER COMPLEX, DSS SERASA AND HALAL LAB ANGGEREK DESA FOR A PERIOD OF ONE(1) YEAR Eligibility For Tenderers: Registered with Ministry of Health Or and Ministry of Development Class: II and above Category: M01, E01 & E02	1 YEAR	ESTET MOH	\$10.00	28 <sup>™</sup> FEBRUARY 2023	Head of Estet Maintenance & Development Project First Floor, Ministry of Health Negara Brunei Darussalam Contact No: 2381640 Ext 7926/7924 & 7928

INVITATION TO TENDER FOR THE PROVISION OF COMPREHENSIVE MAINTENANCE SERVICES FOR REFRIGERATED AIRCONDITIONING AND VENTILATION AT MINISTRY OF HEALTH HEADQUARTER COMPLEX, DSS SERASA AND HALAL LAB ANGGEREK DESA FOR A PERIOD OF ONE (1) YEAR"

#### **SPECIFICATIONS**

#### 1. GENERAL

Tenderers are sought from suitably qualified contractors who wish to be considered for the provision of comprehensive maintenance services (hereinafter referred to as "Maintenance Services") for Refrigeration Air Conditioning and Ventilation (hereinafter referred to as "the System") at sites located at Schedule I.

The duration of the Services is for ONE (1) Year

To enable the proper evaluation of the Tender, Tenderers must complete the list of registered personnel with full details of their qualifications and experiences for Mechanical and Electrical engineering works as set out in **Section 3** in the Invitation To Tender.

#### 2. SCOPE OF WORK

The Contractor shall provide Maintenance Services for refrigerated air conditioning and ventilation as listed out in **Schedule I**, inclusive of all necessary spare parts, replacement parts and materials to keep the system in good working condition and order.

The Ministry of Health (hereinafter referred to as "the Ministry") reserves the right to amend the schedule of equipment, either by addition or deletion, as the equipment becomes liable for the maintenance under this tender, or is taken out of service.

The Maintenance Services are as follows: -

- Preventive Maintenance
- Corrective Maintenance

The Contractor is also required to carry out "special service calls" (service calls between regular scheduled preventive maintenance service calls) at no extra charge to the Ministry, when requested and found by the Superintending Officer (hereinafter referred to as "S.O.") to be necessary to keep the system in good working condition and order.

The Contractor shall also provide standby site attendance of two (2) qualified personnel, whenever requested by the S.O. during special events at no extra

charge. Such personnel must be present at the specified site at least two (2) hours before the event, to carry out testing of the system.

The Contractor shall provide emergency minor adjustment service on a 24-hour basis for air conditioning breakdowns, as soon as such breakdowns are reported.

#### 2.1 Preventive Maintenance

The Contractor shall carry out scheduled or routine preventive maintenance as set out in **Schedule II**.

Preventive maintenance shall be carried out during Government working hours: 07.45 am - 12.15 pm & 01.30 pm - 04.30 pm

The Contractor shall prepare and submit a quarterly work schedule covering the preventive maintenance and major overhaul **two (2) weeks** in advance for approval.

Preventive Maintenance shall be planned and carried out so as to cause minimum inconvenience and disruption to the operation of the air conditioning system.

The Contractor shall ensure that the downtime of any of the equipment within the system is kept to a minimum of one (1) day. A penalty of **B\$100.00 per day** shall be imposed on the Contractor if the said period if exceeded and that, it is in the opinion of the S.O., the equipment ought reasonably to have been put back to service.

All materials specified to be used on the routine preventive maintenance visits such as grease, oil, distilled water and cleaning materials shall be included in the cost of the service.

A minimum of two (2) competence persons are required to be stationed at Estate Maintenance, MOH Complex respectively during Government working hours when preventive maintenance is being carried out.

Within fourteen (14) days of being awarded the Tender, the Contractor shall submit a work schedule for ONE (1) year duration to S.O.

This work schedule must clearly show the actual working time, day/date. month, names of each service teams and type of maintenance ("W" indicates two weeks; "M" indicates monthly; "Q" indicates quarterly; "H" indicates every six month or biannually; "A" indicates annually) for each routine preventive maintenance to be carried out.

The Contractor shall ensure that his personnel comply with the work schedule while carrying out the routine preventive maintenance.

Where necessary, the S.O. reserves the right to shift the schedule maintenance date to alternative date/s, in conjunction with a VIP visit to any the sites with or without prior notice.

#### 2.2 Corrective Maintenance

The Contractor shall also perform corrective maintenance on the system.

This service shall be provided free of charge with unlimited breakdown calls per year.

Corrective Maintenance shall be performed **AT ANY TIME** (inclusive of public holidays) upon notification by the S.O. or his representative.

The Contractor shall dispatch his service engineer to a site specified by the S.O. or his representative within **one (1) hour** after being notified in writing or telephone that the system is inoperative. A penalty of **B\$100.00 per hour** shall be imposed for every hour or part thereof of the response time is exceeded.

After responding to the response time, the contractor and/or his personnel shall produce and submit a report of the fault or breakdown to the S.O. prior to proceeding with rectifying the fault or breakdown.

The service engineer shall complete any repair or replacement of parts within **three (3) days** from the time the service engineer arrives at the specified site. A penalty of **\$100.00 per day** shall be imposed if the said downtime is exceeded and that, it is in the opinion of the S.O., the system ought reasonably to been put back to service.

To ensure immediate response by the Contractor and/or his personnel, the Contractor shall submit contact numbers of his personnel to enable the S.O. or his representative for reporting faults and breakdowns.

## 3. SHUT DOWN OF AIRCONDITIONING SERVICES

Where it is necessary to shut down air-conditioning services for preventive maintenance, this shall be in done in liaison with the S.O. of the site affected. This will take the form of shutting down the air-conditioning services during the normal working day at a time when it will cause least disturbance to the staff and patient.

In some cases it may be practical to shut down the air-conditioning services only before or after working hours, in which case special arrangements for access and security must be made at the Ministry's expense.

### 4. INSTALLATION NOT OPERATIONAL

In the event of a fault being found which requires the system to be switched off immediately, whether for immediate repair or to prevent the fault developing into a dangerous condition or becoming more expensive to repair, the Contractor shall immediately inform the S.O. of the site affected.

If the fault has developed into a breakdown where the major spare part has be repaired or replaced, the Contractor shall provide an estimated time for the repair or replacement to be carried out.

### 5. DEFECTS DURING MAINTENANCE SERVICES

When any defects in any of the system performance is identified by the Contractor during the maintenance services, the Contractor shall be responsible for making good such defects.

The Contractor shall give due importance to safety at all times. Appropriate notices shall be posted at all times whenever service/repair/safety test are being carried out.

### 6. CANCELLATIONS

For all cancelled or postponed maintenance services, the Contractor is required to give in writing the reasons for not carrying out such works on the scheduled date/s.

The Ministry reserves the right to arrange alternative dates/times to perform the outstanding maintenance services or make deductions from the charges/invoices submitted for payment.

## 7. CONTRACT PRICE AND PAYMENTS

The proposed Contract Sum shall be deemed to cover all costs involved in performing the Maintenance Services including all costs, charges and expenses for labour, spare parts, materials, consumables, tools, equipment, transport, documentation, insurance, taxes, duties, overheads and any other necessary items. This proposed Contract Sum shall remain fixed and firm for the Three (3) year duration.

The Contractor shall submit invoices (in 3 copies) of the previous month <u>on the</u> <u>first week of the next month</u> for each site. The claim shall be addressed accordingly to the following:

#### Head of Estate Maintenance & Development Project First Floor, Ministry of Health Negara Brunei Darussalam

Payment will only be made after submission of the invoice and other related documents such as the certified original and duplicate service reports by the S.O. and monthly breakdown/maintenance report.

If only one maintenance services is performed in a month instead of two (2), then the Contractor shall invoice only fifty percent (50%) of the maintenance costs.

## 8. REPLACEMENT PARTS, SPARE PARTS, MATERIALS etc

The Contractor shall supply all replacement parts, spare parts and consumables necessary for the proper operation, preventive maintenance and breakdown repairs of the system.

The Contractor shall ensure that these are genuine parts approved by the manufacturer/s, and here new parts or materials are to be used shall be sought in advanced.

The Contractor shall not be liable to replace parts, materials and consumables.

The Contractor is required to keep all spare parts in stock at all times. Major items which are of high cost such as compressor, chilled water pump motor, etc and unlikely to be required within one year need not be stocked.

## 9. DESPATCH OF ITEMS OF EQUIPMENT FOR OVERHAUL OR REPAIR

The Contractor shall bear all costs in the dispatch of any parts or module of the system/s for overhaul, repair or reprogrammed, including the costs for packing, carriage and insurance.

#### **10. USE OF SITE**

The Contractor shall not use any of the sites for any purpose other than that of carrying out Maintenance Services stipulated in these Specifications.

The Contractor shall, at all times, keep the sites clear and free from all surplus materials, rubbish, debris arising from the execution of the works and keep the sites in clean conditions.

#### 11. HEALTH AND SAFETY PRECAUTIONS AGAINST CONTROL

The Contractor shall provide all necessary measures to comply with all health and safety regulations and rules currently in place. The Contractor shall also comply with all orders and instructions given to him from time to time by the S.O. with regards to health and safety of persons in the vicinity of any site, site regulations and the work in general.

The Contractor shall take all reasonable precautions to prevent loss or damage by fire, comply with existing fire regulations and all instructions given to him by the S.O. with regards to fire precautions and prevention.

## 12. SUPERVISION AND PERSONNEL

To ensure the proper and efficient execution of the Maintenance Services, the Contractor shall provide and employ **Six (6) qualified and competent workers** to perform the Maintenance Services on a full-time basis.

The Contractor shall ensure that such personnel are properly trained, registered with the Electrical Services Department, Brunei Darussalam and employed by the Contractor throughout the duration of this Tender.

The Contractor is required to submit a list of names, addresses, qualifications, experiences and other relevant information that the S.O. may require, of all persons that shall be employed for the performance of the Maintenance Services. Any amendments made to the list shall be submitted in writing within five (5) days upon knowledge that any person has been added or deleted from the list during the period of the contract.

The S.O. reserves the right to remove, reject or replace any persons employed by the Contractor, who in the opinion of the S.O. is not competent to execute the Maintenance Services, and shall direct the Contractor to replace such person/s.

Within fourteen (14) days of being awarded of this Tender, the Contractor is required to submit the following information relating to stand-by mechanics to facilitate the Ministry to make contact in case of any emergency:

- o Names
- Contact Address
- Telephone / Facsimile Number(s)

The Contractor shall nominate supervisor/s for the purpose of administrative and on-site supervision. Such nominated persons may be called for interviews prior to the ward of the Tender.

The Contractor shall ensure that his workers possess the necessary employment passes if they are employed outside Brunei Darussalam.

<u>All</u> personnel employed by the Contractor shall be neatly and properly attired in uniforms.

### **13. INSURANCES**

The Contractor shall warrant that he will maintain at his own expense, comprehensive general liability, errors and omissions, workers' compensation, public liability, property damage and automobile liability insurance. Upon request by the Ministry, the Contractor shall furnish certificates showing that such insurance is in effect and will not be cancelled or changed in the absence of a prior 30-days' written notice to the Ministry.

### 14. INSPECTION

The S.O. has the authority to inspect and test any part or the whole of the system at any time but not to open-up, disconnect, adjust or alter any setting, component of control, except to operate the external switches and controls.

The S.O. reserves the right to ask the Contractor or his representative during a routine maintenance visit or by giving seven (7) days written notice to carry out a supervised installation test.

Any defects found during the test which would affect the installation's performance, safety or life shall be corrected without delay. If the defect can reasonably be attributed to negligence or incompetence on the part of the contractor's expense, the cost of correcting the defect shall be borne by the Contractor and at no extra charge to the Ministry.

## **15. LOG BOOKS AND REPORTS**

A record of the work done on each maintenance visit shall be noted in a maintenance log book by the Contractor.

The log book must show the date, time and duration of work performed; a description of work performed and the name of the contractor's personnel responsible for performing the work.

Completion of the maintenance visit shall be affixed via the technician's signature and shall be confirmed in writing by the Superintending Officer or his representative.

The log book must be available for inspection by the S.O. at any time.

The Contractor shall also submit Maintenance Service Reports in format acceptable to the Government and shall include the following information:

- Reference number of any equipment of the system;
- $\circ$  the job number;
- the date the job was completed;
- date, time and total time any equipment of the system is made unavailable to the Government;
- name of contractor's technician/personnel responsible for carrying out the job; and
- the comments of the person requesting the Maintenance Service.

## 16. EQUIPMENT AND TOOLS

To enable the mechanics/engineers to carry out their work efficiently, safely, accurately and without any risk of causing excessive wear to the system being serviced, all mechanics/engineers employed by the Contractor must be equipped with an adequate tool kit.

To carry out installation and testing works, the Contractor must be in possession of the following measurement instruments:-

- Megger insulation resistance
- Multitester AC & DC voltage; DC current & resistance
- $\circ$  Tong Tester AC current
- Test pin
- o Fuse
- General Tool kit

The Contractor must also be in possession of other maintenance tools, grease gun, hand-held blowers, vacuum cleaners etc.

## **17. SECURITY**

Where maintenance services is to be carried out within a secure area, the Contractor shall provide to the Superintending Officer full details of all his personnel and vehicles requiring access to the site, not less than seven (7) days before entry is required. Details shall include the following particulars:-

Name
Address
Identity card number / passport number
Gender
Citizenship
Expiry date of work pass (for foreign workers)

Where security passes are issued to the Contractor's personnel, the Contractor is responsible for the proper use of the passes.

The Contractor shall ensure that the passes are immediately returned to the authorities when they are no longer required due to the employee not being engaged to work at the secured area, or if the employee has left the Contractor's employment.

#### **18. OFFICE AND WORKSHOP**

The Contractor is required to maintain an office in Brunei Darussalam at his own expense where he can easily be notified by telephone of any maintenance or breakdowns relating to the air-conditioning system.

The Contractor shall maintain an equipped workshop to carry out inspection, small repairs and testing of electrical and/or mechanical spare parts.

The S.O. reserves the right to enter and inspect the workshop at any time during the Contractor's working hours. Where such entry into the Contractor's premises would create conflict with confidential information or work for the Contractor, a twenty-four (24) hour written notice will be given to the Contractor. The Contractor will ensure that a member of his staff will accompany the S.O. at all times during the visit.

## **SCHEDULE A – TENDER FORM**

To:

## TENDER REFERENCE NO: KK/14/2023/ESTETMOH

INVITATION TO THE PROVISION OF COMPREHENSIVE MAINTENANCE SERVICES FOR REFRIGERATED AIRCONDITIONING AND VENTILATION AT MINISTRY OF HEALTH HEADQUARTER COMPLEX, DSS SERASA AND HALAL LAB ANGGEREK DESA FOR A PERIOD OF ONE (1) YEAR

### **TENDER OF** (*name of tenderer*)

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

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

Description	Location	Price
Total Annual Plan Preventive Maintenance Service Charge plus Unlimited Breakdown Calls	MOH Complex Buildings, Department of Scientific Services (Serasa Branch) and Halal Science Laboratory (Anggerek Desa)	В\$
Grand Total for One (1) Years	В\$	

# Appendix A (apply where necessary within the contract)

1.0	Completion Date :		/
	(If not stated, to be instructed by the Superintending Officer. If more than one completion period, identify the scope of Works for each completion period).		
	For Term Contract, the Contract shall ends when the following conditions are met :		
	<ul> <li>(a) The actual expiration of the Contract Period; or</li> <li>(b) The limit of the Approximate Maximum Total Value of All Job Orders have been reached;</li> </ul>		
2.0	Liquidated and Ascertained Damages (LAD) :	B\$	per day
	(If none stated, then the Superintending Officer may certify a reasonable sum as compensation for delay).	· · · · · · · · · · · · · · · · · · ·	
3.0	Shortfalls / Defects Liability Period : (valid for Corrective Maintenance)		Months
	(If none stated, SIX (6) MONTHS from the date of completion).		
4.0	Retention Sum : (Valid for Corrective Maintenance work above \$2000.00)	5	% of the Contract Sum
	(If none stated, FIVE (5%) PERCENT of the Contract Sum).		
5.0	Minimum and Maximum Values of Job Orders : (valid for Provision Preventative Mainteance)		
	Minimum value of any one Job Order to be issued	≤ B\$	
	Maximum value of any one Job Order to be issued	≥ B\$	
	(If none stated, the maximum value to be issued must be capable of being carried out and completed within the Contract Period).		

- 1. We offer and undertake on your acceptance of our Tender to provide the above mentioned services 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 the Government and us.
- 4. OUR OFFER IS VALID FOR <u>SIX (6)</u> 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 20 \_\_\_\_

Tenderer's official stamp:

## Signature of authorised officer of Tenderer

Name:

Designation:

## **SCHEDULE B – 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 of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:
    - *Provision of maintenance services for refrigerated airconditioning and ventilation*
  - (d) Other information which is considered relevant

# SCHEDULE C – SUB-CONTRACTS

- 3.1 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.
- 3.2 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.

Company Name	Responsibility Description Co Alliance Exists? (Y/N)	Alliance Relationship between Contractor and Sub-contractor(s)		
		Exists?	Date Established	Alliance Description
Contractor	1			
		Not Applicable	Not Applicable	Not Applicable
Sub-contractor(s)				

Table 3.1Responsibility Table

## SCHEDULE D – COMPANY'S BACKGROUND

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

## **SCHEDULE E – REFERENCES**

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

(Gov	omer Type Conta t or Quasi Govt)*	ct Person Title	e Contact Number, Fax Number and E-mail Address

Table 5.1	References	of previou	s customers
-----------	------------	------------	-------------

\*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 purposes.

# **SCHEDULE F – DECLARATION**

### PENGAKUAN PENENDER TENDERER'S DECLARATION

Rujukan Tawaran Tender Reference	
Tajuk Tawaran Tender Title	
Kementerian / Jabatan	
Ministry / Department	

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

Bil. No.	Nama Name	Numbor Kad Pengenalan Brunei / Passpot Antarabangsa Brunei Identity Card / International Passport Number	Warna <i>Colour</i>	Tandatangan Signature
1				
2				
3				
4				
5				

Beralamat / Address

Membuat PENGAKUAN seperti berikut / make the following DECLARATION :

Saya / Kami yang bernama diatas,
 *I/We as the name stated above*,
 <sup>1</sup>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;

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

DAN saya/ kami selanjutnya membuat **PENGAKUAN** bahawa sepanjang pengetahuan saya/kami, Firma (Firma-Firma)/Syarikat (Syarikat-Syarikat) saya/kami yang dinyatakan dalam Lampiran 1 ini, tidak mengemukakan Tawaran untuk projek yang disebutkan diatas.

AND I/We further **DECLARE** that to the best of my/our knowledge, none of my./our other firm(s)/Company(ies) set out in Annex 1, have submitted a Tender Proposal for this project.

- 3. 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) 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 submittinf the Tender Proposal for the above mentioned project.*
- 4. Saya/kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, kami akan melakukan keslahan 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 PenalCode. I/We also aware of Section 182 of the Penal Code reproduced below in Annex 1.
- 5. Saya/Kami juga difahamkan bahawa Firma/Syarikat saya/kami tidak akan dipetimbangkan 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 herin is found to be false.
- 6. Saya/Kami memberi kuasa kepada \_\_\_\_\_ untuk menandatangani

surat pengakuan ini sebagai pihak sya/kami sendiri dan sebagai wakil saya/kami untuk mengikatkan saya/kami dan Penender kepada perkara-perkara yang dinyatakan dalam Surat 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 \_\_\_\_\_, 2017

(Nama dan Tandatangan) (Name and Signature) <sup>v</sup>(Pemilik Syarikat / CEO / Pengarah) (The Owner of Co / CEO / Director) (Cop Syarikat) (Company Stamp)

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 or Shareholder of other firms/Companies, please delete paragraph 2. <sup>v</sup>Hendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pegawai Eksekutif atau Pengarah. Must be signed by the Owner of Co or CEO or Director.

Pengakuan Penender

Tendere's Declaration

<sup>&</sup>lt;sup>1</sup>Masukkan disini jika orang yang membuat pengakuan adalah milik atau adalah seorang pemilik berdaftar Syarikat atau Nama Perniagaan.

### LAMPIRAN 1 ANNEX 1

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

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

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

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		

Bab 182 Kanun Hukuman Jenayah (Penggal 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 therby 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 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.

## LISTS OF COMPANY OWNERSHIP

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