

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/17/2023/ESTETMOH(TC)	THE PROVISION OF MAINTENANCE SERVICES FOR FUME CUPBOARDS UNDER THE NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS	3 YEARS	ESTET MOH	\$10.00	28 TH FEBRUARY 2023	Head of Estet Maintenance & Development Project First Floor, Ministry of Health Negara Brunei Darussalam Contact No: 2381640 Ext 7926/7924 & 7928

SECTION 2

SPECIFICATIONS AND BILL OF QUANTITIES

SECTION 2

SPECIFICATIONS

THE PROVISION OF MAINTENANCE SERVICES FOR FUME CUPBOARDS UNDER THE NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS

1 GENERAL

1.1 Tenderers are sought from suitably qualified contractors who wish to be considered for the provision of comprehensive maintenance services (hereinafter referred to “ Maintenance Services”) for fume cupboards and its associated installation (hereinafter referred to as the ”Equipment”) at the following sites:

➤ National Isolation Centre Laboratory For NTRL and Virology Services Building, Tutong.

- The duration of the Maintenance Services is **for a period of three (3) years**

2 SCOPE OF WORK

- The Tenderer shall provide Maintenance Services for the Equipment as listed out in **Schedule I - List of Equipment** inclusive of all necessary spare parts, replacement parts and materials and electrical supply accessories to keep the Equipment 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 comprise of the following:-
 - i. Preventive Maintenance
 - ii. Corrective Maintenance

2.1 Preventive Maintenance

- The Tenderer shall carry out schedule or routine Preventive maintenance as set out in **Schedule II – Preventive Maintenance Schedule**.
- Preventive maintenance shall be carried out during Government working hours :
7.45am - 12.15pm & 1.30pm - 4.30pm
- The Tenderer shall prepare and submit a quarterly work schedule detailing the dates covering the preventive maintenance and major overhaul **two (2) weeks** in advance for approval and implementation.
- Preventive maintenance shall be planned and carried out so as to cause minimum inconvenience and disruption to the operation of the equipment.

- The Tenderer shall ensure that the downtime of the equipment is kept to a minimum. The maximum period for which any equipment to be continuously out-of-service shall be one (1) day - a **penalty of B\$100.00 per day** shall be imposed for exceeding the maximum period.
- The Tenderer is also required to submit monthly reports covering details of periodic inspection, servicing and repairs. The monthly report shall include, but not limited to, a log showing the time when fault notice was received, nature of fault, time when rectification work was initiated, actual time taken for repair, materials and parts used.

2.2 Corrective Maintenance

- The Tenderer shall also perform corrective maintenance on the equipment.
- Corrective Maintenance shall be performed **AT ANY TIME** (inclusive of public holidays) upon notification by the Superintending officer or his representative.
- The Tenderer shall dispatch its service engineer to the site within **Thirty (30) minutes** upon notification by the Superintending Officer or his representative within the following:

A penalty of **B\$50.00 per hour** shall be imposed for every hour or part thereof that the response time is exceeded.

- If the Tenderer, after receipt of written notice from the Superintending Officer requiring the Tenderer to complete any repair or replacement within **seven (7) days**, fails to comply with such instruction, a penalty of **B\$100.00 per day** or part thereof shall be imposed if the seven (7) days period is exceeded and that, it is in opinion of Superintending Officer, the equipment ought reasonably to have been put back to service

3 REPORTING TIME

- The Tenderer shall report and adhere to the work times:
 - i. Office Hours: **07.30 am to 04.30 pm**
 - ii. Fridays, Sundays & Public Holidays: **08.00 am to 02.00 pm**

4 CONTRACT PRICE AND PAYMENT

- 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) years duration.
- The Tenderer shall submit the invoice of the previous month **on the first weeks of the**

following month. All claims shall be addressed to:

**Pemeliharaan Estet Pengiran Muda Mahkota
Pengiran Muda Haji Al-Muhtadee Billah,
Tutong Hospital
Ministry Of Health
Negara Brunei Darussalam**

- The Tenderer shall quote the cost of an annual service contract which shall consist of the Maintenance Services charges and the cost of parts replaced (if any), upon receipt of:
 - i. 1 Original invoice
 - ii. 1 Duplicate invoice
 - iii. Service call Slip, and
 - iv. A detailed Maintenance service Report

5 DISPATCH OF ITEMS OF EQUIPMENT FOR OVERHAUL OR REPAIR

- The Tenderer shall bear all costs in the dispatch of items of equipment for overhaul or repair, including the costs for packing, carriage and insurance.
- The Tenderer shall insure that all technicians working on site are equipped with adequate equipment and/or tools to enable them to carry out their work safely, accurately and without risk of causing any damage to the system or any of the buildings. Such equipment and tools include but are not limited to the following:
 - Multi tester
 - Insulation Tester
 - Testpin
 - Smoke tester
 - Electronic Leak detector
 - Spanner

6 SPARE PARTS, CONSUMABLES etc

- The Tenderer shall supply all replacement parts, spare parts and consumables necessary for the proper operation, preventive maintenance and breakdown repairs of the equipment.
- The Tenderer shall ensure that these are genuine parts approved by the manufacturer/s, and here new parts or materials are to be used, approval from the Superintending officer shall be sought in advanced.
- The Tenderer shall keep all essential spare parts as set out in '*Schedule III – Spare Parts List*' in stock at all times during the three (3) year period. The Tenderer shall submit a price list of these spare parts in the format set out in **Section 3** of this Invitation To Tender. The price list shall be quoted in Brunei Dollars inclusive of taxes and duties

and maintained for the three(3) year period.

- The Superintending officer or his representative reserves the right to check stock against **Schedule III** within three (3) months after the commencement of the Contract, and make assessment as to the percentage of stock level.
- Notwithstanding the above provisions, the Tenderer shall obtain spare parts required for the Maintenance Services in the quickest possible manner. There shall be a 30-day grace period for repairs which are delayed or outstanding due to unavailability of spare parts or awaiting for such parts, which a **penalty of B\$100.00 per day** or part thereof the grace period is exceeded shall be imposed. The Superintending officer shall give a written notice to the Tenderer of the expiry date of the said grace period and start of the penalty imposition. Such notice shall be given at least fourteen (14) days before expiry date of the garce period.
- Unused spare parts at the end of the three-year period shall remain the property of the Government. Any unused spare parts shall be handed over by the Tenderer before the final invoice is certified for payment.
- Consumable items as listed out in **Schedule IV – List of Consumable Items** shall be deemed to be included in the rates and prices for the Maintenance Services. No additional claims shall be entertained for these items.

7 USED OF SITE

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

9 SUPERVISION AND PERSONNEL

- To ensure the proper execution of the Maintenance Services, the Tenderer shall provide and employ an adequate number qualified and competent personnel to perform the Maintenance Services as follows:

Engineer	1
Supervisor/Technician	2
Tradesman	2

- The Tenderer shall ensure that such personnel are properly trained, registered with the Electrical Services Department, Ministry of Health Brunei Darussalam and employed by the Tenderer throughout the three-year period
- The Tenderer is required to submit a list of names, addresses, qualifications, experiences

and other relevant information that the Superintending Officer may require, of all persons that shall be employed for the performance of the Maintenance Services in the format set out **Section 3 – Forms to be used**. 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 Superintending Officer reserves the right to remove, reject or replace any persons employed by the Tenderer, who in the opinion of the Superintending Officer is not competent to execute the Maintenance Services, and shall direct the Tenderer to replace such person/s not later than seven (7) days.
- Failure to provide such replacements shall result in a penalty on the Tenderer as stated below:

Engineer	\$100.00 per day
Supervisor/Technician	\$ 75.00 per day
Tradesman	\$ 50.00 per day

- The Tenderer shall nominate supervisor/s for the purpose of administrative and on-site supervision. Such nominated persons may be called for interviews prior to the award of the Tender.
- The Tenderer shall ensure allocation of adequate number of personnel to perform the Maintenance Services as follows:

Location	Number of personnel
National Isolation Centre Laboratory for NTRL and Virology Services	2

- The Tenderer shall ensure that his workers possess the necessary employment passes if they are employed outside Brunei Darussalam.
- All personnel employed by the Tenderer shall be neatly and properly attired in uniforms.

10. INSURANCES

- The Tenderer 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 Government, the Tenderer 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 Government.

11. SECURITY

- Where the Maintenance Services is to be carried out within a secure area, the Tenderer 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
 - Expire date of work pass (for foreign workers)
- Where security passes are issued to the Tenderer's personnel, the Tenderer is responsible for the proper use of the passes.
- The Tenderer shall ensure that the passes are immediately returned to the authorities when they are no longer required due to the employee no longer being engaged to work at the secured area, or if the employee has left the Tenderer's employment.

12. REPORTS

- A record of the work done on each maintenance visit shall be noted in a maintenance log book by the Tenderer.
- The log book must show the following information:
 - document each incident of lift defect or malfunction;
 - date, time and duration of work performed on the lift/s; and
 - a description of the reason for the work done (whether preventive maintenance or corrective maintenance)
- Completion of the maintenance visit shall be confirmed in writing by the Senior mechanic/engineer.
- The log book must be available for inspection by the Superintending Officer at any time.
- Any verbal reports shall be made within 24 hours after the complaint is received by the Tenderer, stating the fault, work done and if any further work is required.
- The Tenderer shall also submit Maintenance Service Reports in a format acceptable to the Government and shall include the following information:
 - the equipment's reference number;
 - the job number;
 - the date the job was completed;
 - the date, time and total time the equipment is made unavailable to the Government;
 - the name of Tenderer's technician/personnel responsible for carrying out the job; and

- the comments of the person requesting the Maintenance Service.

13. HEALTH AND SAFETY PRECAUTION AGAINST FIRE, NOISE CONTROL, etc

- The Tenderer shall provide all necessary measure to comply with all health and safety regulations and rules currently in place. The Tenderer shall also comply with all orders and instructions given to him from time to time by the Superintending Officer with regards to health and safety of persons in the vicinity of any site, site regulations and the work in general.
- The Tenderer shall take all reasonable and all instructions given to him by the Superintending Officer with regards to fire precautions and prevention.
- The Tenderer shall also ensure that all measures are taken to control noise levels produced during the Maintenance Services.
- The Tenderer shall ensure that all equipment is/are safe and operable prior to handling over to the Government.

SCHEDULE I

LIST OF EQUIPMENT

FUME CUPBOARDS
(National Isolation Centre Laboratory for NTRL and Virology Services)

ITEM	DESCRIPTION	PLANT NO	LOCATION
1	BSC NUAIRE	S# 201268092920 BME 29651	SPECIMEN PROCESSING AREA, BSL3, CMDLID
2	BSC NUAIRE	S# 201222092820 BME 29667	BSL3, CMDLID
3	BSC NUAIRE	S# 200948091520 BME 29669	BSL3, CMDLID
4	BSC NUAIRE	S# 201159092420 BME 29666	ASSAY 1 SUITE, BSL 2, CMDLID
5	BSC NUAIRE	S# 200936091420 BME 29668	GENOMIC EXTRACTION ROOM, CMDLID
6	Class II, type B1, Biological safety Cabinet	S# 201221092820 BME 29665	ASSAY 1 SUITE, MGS, CMDLID
7	Biobase Biosafety Cabinetry I	S# 201221092820 BME 29663	ASSAY 2 SUITE, MGS, CMDLID
8	Biobase Biosafety Cabinetry II	S# NA4FAT2011285 BME 29664	ASSAY 3 SUITE, MGS, CMDLID

**SUMMARY
SCHEDULE OF EQUIPMENT AND PRICES
UNDER MINISTRY OF HEALTH**

ITEM	DESCRIPTION	PLANT NO	LOCATION	Monthly B\$	Yearly Certification B\$
1	BSC NUAIRE	S# 201268092920 BME 29651	SPECIMEN PROCESSING AREA, BSL3, CMDLID		
2	BSC NUAIRE	S# 201222092820 BME 29667	BSL3, CMDLID		
3	BSC NUAIRE	S# 200948091520 BME 29669	BSL3, CMDLID		
4	BSC NUAIRE	S# 201159092420 BME 29666	ASSAY 1 SUITE, BSL 2, CMDLID		
5	BSC NUAIRE	S# 200936091420 BME 29668	GENOMIC EXTRACTION ROOM, CMDLID		
6	Class Ii, type B1, Biological safety Cabinet	S# 201221092820 BME 29665	ASSAY 1 SUITE, MGS, CMDLID		
7	Biobase Biosafety Cabinetry I	S# 201221092820 BME 29663	ASSAY 2 SUITE, MGS, CMDLID		
8	Biobase Biosafety Cabinetry II	S# NA4FAT2011285 BME 29664	ASSAY 3 SUITE, MGS, CMDLID		
Total C/F to Summary					

	Monthly B\$	Yearly B\$
SUB TOTAL	B\$ x 11mths x 3Yrs	B\$ x 1mths x 3Yrs
TOTAL C/F	B\$	B\$
GRAND TOTAL	B\$	

SCHEDULE II

PREVENTIVE MAINTENANCE SCHEDULE

A. To carry out maintenance services for fume cupboards which include all following works:

1. Measurement and Tests (Monthly)
 - a) Air Flow Measurement.
 - b) Noise Level Measurement.
 - c) Smoke Pattern Test.
 - d) UV Light Test.
 - e) Light Intensity Test.
 - f) Voltage Measurement.
 - g) Current Measurement.
2. General Service (Monthly)
 - a) Clean and Disinfection of Surfaces.
 - b) Check Motor Operation and Other Mechanical Parts
 - c) Functional Test and Alarms.
 - d) Visual Inspection and Observation of Normal Operation.
3. Certification
 - a) To perform monthly General Services, Measurement and Test.
 - b) Test and calibrate the entire control and safety component.
 - c) Megger all fan motors.
 - d) Replace pre-filters (If applicable)
 - e) Testing and Commissioning in accordance with International Standard.

All testing equipment and instrument must be calibrated when performing testing and measurement.

Personnel performing general services, measurement and test must be trained and to provide training certificate to ensure that they are familiar and qualified in providing such works.

Note

Hepa Filter for T.B. , Bacteriology and Virology Laboratories must be changed and Replaced once per contract (First month of the contract)This is also apply to any machine which used the same filter.

***** If any damage to the Hepa Filter or the suction pressure for above said machines is less than 0.75 inches of water. The tenderers must replace as required by S.O without any extra costs**

CHECKLIST REPORT (SAMPLE)

Type	
Model	S/N

Face Velocity

<input type="checkbox"/>	<input type="checkbox"/>	Safety Cabinet – (Fail point is below 0.40 m/s)	Average Inflow (m/s)	
		(Fail point is below 0.30 m/s)	Average Inflow (m/s)	
<input type="checkbox"/>	<input type="checkbox"/>	Laminar Flow Cabinet – (Fail point is below 0.40 m/s)	Average Inflow (m/s)	
<input type="checkbox"/>	<input type="checkbox"/>	Fume Hood – (Fail point is below 0.50 m/s)	Average Inflow (m/s)	
			25% Sash Open	
			50% Sash Open	
			100% Sash Open	

Cabinet Noise Level (dBA)	Smoke Pattern Test	UV Light Test
Ambient Noise Level (dBA)	Pass	Pass
Corrected Noise Level (dBA) (Fail point is below 70 dBA)	Fail	Fail

Additional works to be done depending on the cabinet to be serviced.	YES	NO
Clean and disinfects work area with 70% isopropyl alcohol.		
Perform visual inspection and observation for normal operation.		
Check roof fan motor for normal operation and inspect for wear and tear status.		
Perform functional test and alarm test.		
<input type="checkbox"/> Button / Switch	<input type="checkbox"/> Display	<input type="checkbox"/> Alarms

Lighting Intensity Test (Fail point is below 480 lux)	Intensity _{NET} (lux)	
Cabinet Lights On		
Ambient Lights		

Incoming Voltage Test (Local Voltage)			
Motor Running Current Test (Motor Plate (amps))			

REMARKS

Name and Signature (Lab Staff)

Name and Signature (Supervising Officer)

Name and Signature (Contractor staff)

SCHEDULE III

SPARE PARTS LIST

SCHEDULE 'III'

* ie , , Motors, Capacitors, Contactors, Belting, Indicator Bulbs and etc at no extra charges.

ALL PRICES ARE FOR SINGLE UNIT – 1 NO., OR 1 M, OR 1 M2 etc....				
Ref. No.	PARTS DESCRIPTION (As described below or approved equivalent)	RATE PARTS ONLY	RATE LABOUR TO INSTALL	NETT PRICE TO SUPPLY & INSTALL
1	ESCO- MODEL: AC2-6A1 SAFETY CABINET			
	a) EQR/SP-FTR-07 457 x 914 x 66mm ULPA FILTER			
	b) EQR/SP-FTR-11 457 x 1829 x 66mm ULPA FILTER			
	c) Prefilter			
2.	LABCAIRE BH12 SAFETY CABINET			
	a) HEPA FILTER LA-4050			
	b) HEPA FILTER LA-4051			
3.	DYNAFLOW FUME HOOD			
	a) PCB control board, MK3			
	b) Motor Inverter Control Board, 0.75kw			
	c) PCB touch pad			
	d) Exhaust Motor			
4.	CLYDE APAC CYTOTOXIC CABINET CGA 120			
	a) HEPA Filter			
	b) PCB Board			
5.	ASTEC BFC 10-010 DUCTLESS FUME HOOD Ductless Filter Cartridge			
6.	ASTECAIRE 6000 SAFETY CABINET HEPA Filter			
7.	ESCO Labculture AC2-6SI Safety Cabinet HEPA Filter			
8.	ESCO LAB/06- EBC-2 Safety Cabinet HEPA Filter			
9.	SAFELAB STERIL CYTOTOXIC Cabinet CTH-36-C2 HEPA Filter			
10.	SAFELAB AIRONE PCR CABINET HEPA Filter			
11.	VINITEX FUME HOOD			
	a) Exhaust Fan			
	b) PCB Board			

SCHEDULE 'III'

* ie , , Motors, Capacitors, Contactors, Belting, Indicator Bulbs and etc at no extra charges.

ALL PRICES ARE FOR SINGLE UNIT – 1 NO., OR 1 M, OR 1 M2 etc....				
Ref. No.	PARTS DESCRIPTION (As described below or approved equivalent)	RATE PARTS ONLY	RATE LABOUR TO INSTALL	NETT PRICE TO SUPPLY & INSTALL
12	CCL Safety Cabinet	---	---	----
	a) HEPA Filter			
	b) Centrifugal Fan			
	c) External Exhaust Fan			
13.	Additional Esco or other brands Safety Cabinet Class 2 ND Class 3	---	---	----
	a) HEPA Filter			
	b) Prefilter			
	c) Centrifugal Fan			
	d) PC Board			
14.	Additional Esco or other brands Laminar Flow Cabinet HEPA Filter			
15.	Additional Esco or other brands Ductless Fume Cupboards	---	---	----
	a) Carbon Filter			
	b) Chemical Filter			
16.	Exhaust Fan for other makes fume Cupboard			
17.	Centrifugal Fan for other makes of PCR, Cytotoxic, Class2 safety Cabinet			
18.	Contactors (any type and brand)			
19.	Capacitors (any type and brand)			
20.	Fan Motor (any type and brand)			
21.	U V light per/watts			
22.	Blower (Any type and brand)			

SCHEDULE III

1	The maintenance schedules set out below shall serve as a guide for routine preventive maintenance services. The maintenance schedules as schedules as recommended by the equipments manufacturers and in the equipment manuals shall be adopted in additional to these schedules. The Contractor shall familiars himself with recommended maintenance schedules.
2.	The frequencies of maintenance may be adjusted, by manual agreement to suit the duty and additions of operation of the equipments.
3.	The maintenance schedules set out below do not include instructions for every component part of each item of equipment, but the contractor is expected to carry out the usual maintenance process in accordance with normal trade practices and to meet specific requirements of the equipments manufacturer's recommendations.
4.	Where follow-up work, after carrying out routine maintenance, is considered necessary which involves further repairs, the contractor shall notify the Superintending Officer of the extent of repairs before proceeding with the works.
5.	Certain terms used frequently in the maintenance schedules below are defined as follows:-
	Examine:- To make careful and critical security of an item carried out without dismantling by using the senses of sight, hearing, smell and touch to verify that the equipment is in working order.
	Test:- To operate the equipment and/or use appropriate testing instrument to ensure that the equipment is working order.
	Check:- To make a through inspection for damage, wear or deterioration, also to ascertain that the equipment is correctly adjusted to confirm to the required standard.
	NB. In addition to establishing the normal function of equipment the "Examine" , Test and Check as defined above must include verification of the satisfactory state of all safety aspects.
6.	Fumigation Procedure
6.1	Removed any objects from the cabinet by wiping them with disinfectant and enclosing in plastics bag which is sealed for separate decontamination. Clean the work zone and sump of the cabinet, removing any encrusted matter. Allow surface to dry
6.2	Unpack the kit and confirm that all components are in a satisfactory condition
6.3	Fix the ATTEST indicator to the exhaust fan grill of the cabinet, and fix the smaller of the PVC seal over the exhaust opening. Remove the paper backing strip from the self-adhesive sealing tape a little at a time. Ensure that the seal is effective at all points. Excess seal material can be trimmed or folded into pleats
6.4	Place the fumigant generating container in the centre of the cabinet work surface and pour in all of the formation solution. Place the lid alongside the container, for later use in sealing the container at the end of the procedure.
6.5	Check that all ports and services , eg Gas taps are closed
6.6	Fix the larger of the PVC seals over the work zone opening and seal effectively at all points.
6.7	Cut a 200-300mm slit in the work seal, sufficient to allow access to reach into the container
6.8	Pour the Potassium Permanganate crystal into the container, and immediately seal the slit in the seal
6.9	Place the "CAUTION" signs on the cabinet and outside the room so as to be clearly visible.
	Note: * The chemical reaction will be quite rapid and heat will be produced to generate the formaldehyde gas which fumigates the cabinet. In initial stage, some pressurization will occur, and the seals will expand slightly. * Use of full-face respirator and suitable gloves is recommended where exposure to formaldehyde is possible

	* Allow the cabinet to be exposed to the fumigant for at least 12 hours.
7.	Post Fumigation Procedure.
7.1	<p>Purging/neutralization of fumigant.</p> <p>At the end of 12 hours period, the concentration of formaldehyde will have reduced to about 36ppm. The two most common and appropriate methods of purging the cabinet of the fumigant gas are discharge outside the building, or chemical quenching.</p> <p>The dilution method, involving the discharge of the fumigant directly into the room is not recommended. Where external discharge is possible, connect a length of "layflat" plastic tubing of approximately 200mm diameter to exhaust seal. This should be attached after fumigation, and prior to switching on the cabinet exhaust fan. The discharge end of the tubing should reach a window or other location where fumigant can be safely vented.</p> <p>Where external fumigant discharge is not possible, chemical quenching may be conducted. The recommended procedure is as follows:-</p> <p>* Obtain these materials.</p> <ul style="list-style-type: none"> ♣ A Petri dish approx 90mm diameter with lid. ♣ An absorbent paper towel approx A4 size, folded into four so as to form a long strip (this becomes a wick for evaporation of the ammonia solution) ♣ The ammonia solution from the kit. ♣ After fumigation, place the folded paper towel in the Petri dish inside the front of the cabinet. Do this by carefully lifting the work zone seal at the lower right hand corner by no more than 150mm. On class II cabinets, place the Petri dish on the front grille. ♣ Pour the ammonia solution onto the towel in the Petri dish. Leave the empty ammonia container in the cabinet. Restore and seal. ♣ Turn on the cabinet fans, and allow air to recirculate within the cabinet. Quenching is achieved as the ammonia evaporates from the paper wick, and the ammonia combines with both formaldehyde and preformaldehyde to produce hexamethylene a white odourless powder ♣ After 10 minutes, remove the exhaust opening seal and the work zone seal. Retain the ATTEST indicator for later determination of the effectiveness of the procedure. ♣ Fold the paper towel into Petri dish and fit the lid. ♣ Immediately place the sealed Petri dish into a sink and cover with cold water. This will remove any excess vapour.

7.2	Testing Apparatus for Laminar Flow and Fume Cupboard	
No	Apparatus	Application
1.1	Aerosol generator (smoke generator)	HEPA filter integrity and air barrier testing
1.2	Aerosol Photometer	HEPA filter integrity and air barrier testing
1.3	Anemometer, rotating vane	Measuring air velocity
1.4	Sound pressure meter	Measuring sound level
1.5	UV radiometer	Measuring UV radiation intensity
1.6	Vibration meter	Measuring vibration at work surface

Note:- The above said apparatus must be available throughout the contract periods

8.	The Disposal of HEPA Filters	
No	Things Needed	
1.1	Large Plastic Bag (Bio-Hazardous)	
1.2	Waste container	
1.3	Gloves	
1.4	Pollen mask or respirator	
	Instructions:	
1.1	Wear protective clothing, gloves and pollen mas or respirator, since the used HEPA filter may be extremely dirty, dusty or even toxic.	
1.2	Turn off and unplug the device in which the HEPA filter is installed.	
1.3	Remove the filter housing and any-filters from the device.	
1.4	Remove the HEPA filter by grasping the outside corners of the unit and placing it in large, sealable bag. Seal the bag closed.	
1.5	Discard the bagged HEPA filter in an outdoor waste container or cotaminated waste receptacle for Incineration in an approved incinerator.	

SCHEDULE IV

CONSUMABLES ITEMS

SCHEDULE 'IV'

LIST OF CONSUMABLES ITEMS

Consumables items to be paid within the contract conditions including labour, supervision, testing and commissioning. To be used at any time when required throughout the contract period.

1. Belting of all types and various sizes
2. Bearing/ Bush (Any types and sizes)
3. Painting and Cleaning material to all Plant ,electrical grade contact spray for switch board , Control Panel and etc.
4. Motor terminal,Relays any type and brand , etc
5. Rubber mounting, motor etc
6. Screws, fastener , nuts and bolts (any types and sizes)
7. 13A Plug Top, Fuses , Cables lugs, Connector and etc (any types and amps)
8. Indicator bulbs for all type of switch board, indicator panel etc of PCR, Cytotoxic, Class2 safety Cabinet.

SECTION 3

FORMS TO BE USED

SECTION 3

FORMS TO BE USED

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SCHEDULE 1 – TENDER FORM

TENDER REFERENCE NO: KK/17/2023/ESTETMOH(TC)

“FOR THE PROVISION OF MAINTENANCE SERVICES FOR FUME CUPBOARDS UNDER THE NATIONAL ISOLATION CENTRE LABORATORY FOR NTRL AND VIROLOGY SERVICES, MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS”

1. I/we, the undersigned having examined and fully understood the tender Documents, inspected and checked the site, offer to carry out and execute the above works in accordance with all relevant Standards Specification and Codes of Practice for the sum of Brunei Dollars.

Brunei Dollars _____
_____ (B\$ _____) only.

2. If my/our tender is accepted, I/we undertake to complete the whole works within **3 Years** from the date of possession/commencement allowing for all possible cause of delay which can reasonably be foreseen and not merely representing the number of working days required.
3. I/we confirm that my/our tender has been calculated on a firm price basis and that I/we have taken into account all aspects, site conditions and other matter that may affect the works. I/we understand that I/we not be allowed any claims for payment may arise out of my/our misunderstanding, and/or misinterpretation and/or miscalculation of the works and/or site conditions.
4. I/We agree to the provision and conditions in **Appendix**.
5. I/we understand and agree that the Government has the option to accept part of my/our tender and I/we agree and confirm that in such case, there shall be no adjustment of my/our tender prices and/or rates.
6. Unless and until a formal agreement is prepared and executed, this tender offer together with your Letter of Acceptance thereof shall constitute a legal and binding contract between us.
7. 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.
8. Our offer is valid for **six (6)** calender months from the tender closing date.
9. When requested by you, we shall extend the validity of this offer.

Signature & Date

Name

In the capacity of

(Position in the Company)

(Tenderer Official Stamp)

On behalf of

(Name of Company).

Address

Telephone & Fax

MOD Registration No

(Copy of MOD Registration Certificate to be attached)

Tender Deposit No.

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 of the Tender Closing Date) of the Contractor and sub-contractor(s) in the:

- *Provision of maintenance services for Fume Cupboards*

(d) Other information which is considered relevant

SCHEDULE 3

SUB-CONTRACTORS

- 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.

Table 3.1 Responsibility Table

		Alliance Relationship between Contractor and Sub-Contractor(s)		
Company Name	Responsibility Description	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 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 with the Ministry of Development.

Name of company :

Registration No :

Type Of Company :
(Sdn.Bhd., Partnership, Sole proprietor, Joint Venture, Trading Co.)

Authrosied Capital (B\$) :..... Paid-up Capital (B\$) :.....

Banker for the Cmpany's business:.....

Table 4 – Shareholders Table

Directors/Shareholders/ Proprietor	Percentage Share	Brunei I/C Number	Immigration Status

Current workforce (No.of persoms) in Brunei :-	
a) Management :.....	b) Engineers :.....
c) Technicians:.....	d) Tradesman :.....
e) Trainee/Workman :.....	f) Others :.....
TOTAL WORKFORCE :	No. of persons

We certify that the above information is correct.

SCHEDULE 5

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.

Table 5.1 References of previous customers

Customer 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 purposes.

SCHEDULE 6

DECLARATION



PENGAKUAN INTEGRITI PENENDER
TENDERER'S INTEGRITY DECLARATION

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

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

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

Beralamat/*Address:*

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

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

a registered proprietor of

_____, (isikan nama Firma/ fill in the firm's name)

dengan alamat perniagaan di,
with its place of business at _____

(atau / or)

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

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

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

2. ⁱⁱⁱSaya/Kami **telah menghantar Penyata Tahunan** kepada Pendaftar Syarikat-Syarikat pada _____ (sila nyatakan tarikh terakhir menghantar Penyata Tahunan berkenaan).

*I/We have **submitted Annual Returns** to Registrar of Companies on _____
(please state the date of latest Annual Returns submitted to Registrar of Companies).*

3. ^{iv}Saya/Kami **tidak memiliki Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat lain);** (sila lihat nota 3 dan 4 dibawah dan potong jika tidak berkenaan).

***I/We do not own any other firm(s)/ Company(ies);** (see notes 3 and 4 below and delete where appropriate).*

4. ^vSaya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) yang dinyatakan dalam Lampiran I.**

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

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

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

5. Saya/Kami 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. ^{vi}Saya/Kami seterusnya membuat PENGAKUAN bahawa pemilik-pemilik, Ketua Pegawai Eksekutif dan Pengarah-Pengarah Syarikat yang turut serta dalam tawaran ini bukan dari kalangan pegawai awam yang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam.
I/We also DECLARE that neither I nor the other owners of, or the Chief Executive Officer and Directors, as the case may be, of the entity participating in this tender, is/are public officer of the Government of His Majesty The Sultan and Yang Di-Pertuan of Negara Brunei Darussalam.
- (Atau / Or)
- Saya/Kami sedang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam dan sukacita **disertakan surat kebenaran untuk berniaga daripada Jabatan Perdana Menteri.**
*I/We DECLARE that I am/We are public officers and enclose **herewith the letter of approval to engage in business issued by the Prime Minister's Office.***
7. Saya/Kami membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami akan mematuhi segala peraturan dan undang-undang Negara Brunei Darussalam dan tidak akan melakukan mana-mana kesalahan yang berkaitan dengan perolehan kerajaan seperti yang disertakan di Lampiran 1. Saya/kami akan memastikan bahawa penyertaan/penglibatan syarikat saya/kami dalam sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan kerajaan adalah secara adil, bersih dan telus.
I/We DECLARE that I/We or any person representing my/our firm/Company will obey all regulations and laws in Brunei Darussalam and will not commit any offence related to government procurement, as reproduced in Annex 1. I/we will ensure that my/our company's participation/involvement in the tender/quotation for the above mentioned project or any other tender/quotation with the government is fair, clean and transparent.
8. Saya/Kami seterusnya membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami tidak akan menawarkan atau memberi atau bersetuju untuk memberi kepada sesiapa sebarang hadiah, suapan atau balasan dalam bentuk apa pun sebagai dorongan atau ganjaran bagi melakukan atau tidak melakukan atau kerana telah melakukan atau tidak melakukan apa-apa jua perbuatan yang berkaitan dengan mendapatkan atau melaksanakan sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan Kerajaan. Saya/Kami menyedari sepenuhnya bahawa jika saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami melanggar pengakuan ini, saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami telah melakukan atau bersubahat, mencuba, berkomplot untuk melakukan jenayah di bawah Akta Pencegahan Rasuah (Penggalt 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggalt 22) dibaca bersama Bab 109 atau Bab 120B atau Bab 511 dari Kanun yang sama seperti disertakan di Lampiran 1.
I/We also DECLARE that I/We or any person representing my/our firm/Company will

not offer or give or agree to give to any person any gift, gratification or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the tender/quotation for the above mentioned project or any other tender/quotation with the government. I/We am/are fully aware that if I/We or any person representing my/our firm/Company breached this declaration, I/We or any person representing my/our firm/Company shall have committed or abetted, attempted, conspired to commit an offence under the Prevention of Corruption Act (Cap. 131) or Section 161 to 165 of the Penal Code (Cap. 22) read with Section 109 or Section 120B or Section 511 of the same as reproduced in Annex 1.

9. Saya/Kami bersetuju bagi pengakuan di atas. Jika sekiranya saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami didapati melanggar syarat-syarat di atas, maka saya/kami sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

I/We agree to the declaration as above. In the event I/we or any person representing my/our firm/Company found in violation of the terms above, I/we, as representative of the company have agreed the following actions to be taken:

- i. Penarikan balik tawaran kontrak bagi tawaran/sebutharga yang disebutkan di atas; atau
The withdrawal of the contract for the above tender/quotation; or
- ii. Penamatan kontrak bagi tawaran/sebutharga yang disebutkan di atas;
Termination of the above tender/quotation;
- iii. Lain-lain tindakan tatatertib mengikut Peraturan Perolehan Kerajaan yang berkuat-kuasa; dan
Other disciplinary action in accordance with the Government Procurement Regulations in force; and
- iv. Tindakan undang-undang mengikut undang-undang Negara Brunei Darussalam
Legal action in accordance to the Law of Brunei Darussalam.

10. Saya/Kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, saya/kami akan melakukan kesalahan yang boleh didakwa di bawah Kanun Hukuman Jenayah Bab 177 dan Bab 182 yang disertakan di LAMPIRAN I.
I/We fully aware that if I/We gave any information which is false, I/We committing an offence for which I/We liable to prosecution under the Penal Code. I/We also aware of Section 177 and 182 of the Penal Code reproduced below in Annex 1.

11. Saya/Kami juga difahamkan bahawa Firma/Syarikat saya/kami tidak akan dipertimbangkan bagi mengikuti Tawaran projek ini sekiranya sebarang maklumat dalam pengakuan ini tidak benar.
I/We also understand that my/our firm/Company will be disqualified for this tender in the event any information given herein is found to be false.

12. Saya/Kami memberi kuasa kepada _____ untuk menandatangani surat pengakuan ini sebagai pihak saya/kami sendiri, dan sebagai wakil saya/kami untuk **mengikatkan saya/kami dan Penender** kepada perkara-perkara yang dinyatakan dalam Surat Pengakuan Integriti ini.
*I/We hereby authorize _____ to sign this Tenderer's Integrity Declaration on my/our behalf and also on behalf of the Tenderer to **bind ourselves and the Tenderer** to the matters set out in this declaration.*

Bersama ini dilampirkan Surat Perwakilan Kuasa bagi saya/kami mewakili syarikat

seperti tercatat di atas untuk membuat pengisytiharan ini.

Attached herewith Letter of Representation for me/us to represent the company as noted above to make this declaration.

Pada hari ini _____ haribulan _____, 20_____

Dated this day _____ of _____, 20_____

(Nama dan Tandatangan)

(Name and Signature)

^{vii}**(Pemilik Syarikat / CEO / Pengarah)**

(The Owner of Co / CEO / Director)

(Cop Syarikat)

(Company Stamp)

¹ 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

¹ 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)

¹ Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja

To be fill by Limited or Private Limited Company only

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

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

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

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

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

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

^{vii} Potong Perenggan yang tidak berkenaan

Delete where inapplicable

¹ Hendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pegawai Eksekutif atau Pengarah.

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

LAMPIRAN I
ANNEX I

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami 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:

No	Nama / Name	Firma / Firm
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:

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

Bab 177 Kanun Hukuman Jenayah (Penggalt 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 (Penggalt 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.

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

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

SCHEDULE 7

LIST OF PERSONNEL

- 7.1 The Tenderer shall state the number of locally/overseas (Singapore, Malaysia, Philippines, etc.) based technical services personnel trained to maintain the equipment tendered by completing the table below.
- 7.2 The Tenderer shall also include telephone/mobile phone numbers which shall be used for reporting faults as specified in this Invitation To Tender, including mobile phone numbers for the Supervisor.
- 7.3 The Contractor shall submit resumes or CVs of each personnel listed below. Failure to do so will render the Tender as “non-compliant” and possible rejection by the Government.

Name of Trained Technical Personnel	Local Or Overseas	*Telephone/Mobile and/or Pager No.	Years of Experience

SCHEDULE 8

STATEMENT OF COMPLIANCE

- 7.1 Tenderers shall indicate their compliance by providing a compliance table in Table 7 with clause by clause including sub-clause by sub-clause statement of compliance corresponding to all the sections of Section 2 – Specifications.
- 7.2 Proposal without the compliance table will be considered incomplete and will be disqualified.

Table 7 - Compliance Table

Section	Descriptions	Compliance ¹		Remarks ²
		Yes	No	
1	Instruction To Tenderers			
2	Specification			
3	Form to be used			
4	Articles of Agreement			
	& Condition of Contract			

Note:

- ¹ Please put a tick (✓) at “Yes” column if complied, and a tick (✓) at “No” column if not complied.
- ² Where appropriate, Tenderer shall specify how the requirement will be met in the Remarks column

