

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/23/2023/HTD	THE PROVISION OF PHACOEMULSIFICATION SYSTEM FOR THE MINISTRY OF HEALTH	-	DEPARTMENT OF HEALTHCARE TECHNOLOGY	\$100.00	28 TH FEBRUARY 2023	<p>Nur Atiqah binti Haji Abd Latip Senior Biomedical Engineer e-mail: nuratiqah.abdlatip@moh.gov.bn Muhd Amirul Fazleen bin Haji Khalidin Biomedical Engineer e-mail: fazleen.khalidin@moh.gov.bn Department of Healthcare Technology Ministry of Health Negara Brunei Darussalam</p>

**UNIT TAWARAN
KEMENTERIAN KESIHATAN
NEGARA BRUNEI DARUSSALAM**

THE PROVISION OF PHACOEMULSIFICATION SYSTEM FOR THE MINISTRY OF HEALTH

LIST OF COMPULSORY WORKSCOPE	
REF	DESCRIPTION
1	SPECIFICATION OF PHACOEMULSIFICATION SYSTEM
2	TO OFFER PURCHASE PRICE OF i- THREE (3) UNITS OF PHACOEMULSIFICATION SYSTEM ii- CONSUMABLES
3	TO OFFER COMPREHENSIVE MAINTENANCE SERVICE AFTER WARRANTY FOR A PERIOD OF FIVE (5) YEARS
4	TO OFFER LEASING OF PHACOEMULSIFICATION SYSTEM FOR A PERIOD OF SEVEN (7) YEARS

SECTION I USER SPECIFICATION	YES	NO	REMARKS	(IF 'YES') Please state catalogue/ brochure reference no.
STANDARD FEATURES				

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	<ul style="list-style-type: none"> The system is able to detect flow rate, irrigation pressure, and vacuum, and compensate for pressure loss to help maintain target Intraocular Pressure (IOP) 				
	<ul style="list-style-type: none"> Inclusive of wired and/or wireless-capable footswitch 				
	<ul style="list-style-type: none"> Inclusive of remote control 				
	<ul style="list-style-type: none"> Built-in safety features – visual and auditory warning system; especially for Balance Salt Solution (BSS) nearly empty to reduce risk of chamber collapse 				
	<ul style="list-style-type: none"> Easy to control irrigation flow through the front panel, footswitch and/or remote control 				
DISPLAY MONITOR	<ul style="list-style-type: none"> 19" HD display or better 				
	<ul style="list-style-type: none"> Touch screen interface 				
	<ul style="list-style-type: none"> Adjustable and easy-to-use Graphic user interface (GUI) 				
OPERATIONAL MODE	<ul style="list-style-type: none"> Irrigation and Aspiration 				
	<ul style="list-style-type: none"> Ultrasound 				
	<ul style="list-style-type: none"> Diathermy 				
	<ul style="list-style-type: none"> Anterior-vitrectomy 				
CONSOLE	<ul style="list-style-type: none"> Fluid management system 				
	<ul style="list-style-type: none"> Irrigation and Aspiration System 				
IRRIGATION AND	<ul style="list-style-type: none"> Peristaltic Pump 				

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ASPIRATION SYSTEM	<ul style="list-style-type: none"> • Vacuum can reach up to 500mm Hg or higher 				
ANTERIOR VIRECTOMY	<ul style="list-style-type: none"> • Footswitch controlled 				
	<ul style="list-style-type: none"> • Handpiece type: Guillotine 				
	<ul style="list-style-type: none"> • Handpiece: Reusable and Autoclavable 				
VIDEO OVERLAY SYSTEM (for each unit of Phacoemulsification system)	<ul style="list-style-type: none"> • High Definition VideOverlay (HDVO) • Accepts operating parameters from the Phacoemulsification System and overlays the information onto video from the HD microscope camera. • Accepts input/ output in HDMI or HD-SDI or Component Video in high definition • Powered by an external power supply 100-240VAC source • Serial cable from the Phacoemulsification system to the HDVO • Wireless-ready for usage with wireless-compatible consoles • Complete with Ultra High definition 4K monitor with at least 50inch or better • Must come with all the necessary cables and accessories for it to be operational 				
HANDPIECES	<ul style="list-style-type: none"> • Titanium material handpieces required; <ul style="list-style-type: none"> ○ RIPASH: Fifteen (15) units ○ PMMPMHAMBH: Ten (10) units ○ SSBH: Fifteen (15) units 				
	<ul style="list-style-type: none"> • Capacity to do both linear and torsional movement 				
	<ul style="list-style-type: none"> • Has pressure sensor that enables system immediately responds to pressure changes 				
USER TRAINNING	<ul style="list-style-type: none"> • On-site end user training must be provided to all designated personnel by the hospital for three (3) working days by an 				

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	application specialist.				
	<ul style="list-style-type: none"> • User training includes but not limited to: <ul style="list-style-type: none"> ○ System operation and Clinical application by application specialist ○ Basic/daily user maintenance and basic troubleshooting guide through 				
WARRANTY	<ul style="list-style-type: none"> • Minimum warranty period of one year (12 months) from completion of installation, commissioning and handing over. 				
	<ul style="list-style-type: none"> • Compulsory two (2) times preventive maintenance by certified and trained or authorized engineer from local or supplier during middle and end of warranty period. 				

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CONSUMABLES REQUIREMENT

YEARLY REQUIREMENT

	RIPAS HOSPITAL	PMMPMHAMB HOSPITAL, TUTONG	SSB HOSPITAL, BELAIT
BALANCED SALT SOLUTION	One thousand and two hundred (1200) units	Six hundred (600) units	Three hundred and twenty (320) units
BALANCED TIP	One thousand and two hundred (1200) units	Six hundred (600) units	Three hundred and twenty (320) units
VITRECTOMY PROBE	Sixty (60) units	Thirty (30) units	Sixty (60) units

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2	TO OFFER PURCHASE PRICE OF THREE (3) UNITS OF PHACOEMULSIFICATION MACHINE		
2.1	Unit price	BND\$	
2.2	Total price for 3 units (CIF)	BND\$	
2.3	Price of Consumables	BND\$	
2.4	Please specify warranty Period		YEARS

3	TO OFFER COMPREHENSIVE MAINTENANCE SERVICE AFTER WARRANTY FOR A PERIOD OF FIVE (5) YEARS		
	BND\$	PER YEAR	
	BND\$	FOR 5 YEARS	
REF	DESCRIPTION	YES	NO
3.1	Tenderer to offer a comprehensive maintenance service for the equipment including its accessories for a period of five (5) years after warranty 2.4		
3.2	Tenderer to include the cost of ALL parts replacements		
3.3	The work scope of maintenance services must also include but not limited to the corrective maintenance and two (2) times per year preventive maintenance (PM) service (including PM kits) at no additional cost		
3.4	Tenderer to include unlimited emergency and non-emergency breakdown calls to rectify problems		

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	encountered during office hours and if required, after office hours or public holidays		
3.5	Monthly routine inspection and quarterly servicing including making sure parts are clean, the software is updated and data backed-up		
3.6	Tenderer must record and document all related maintenance service above and must be provided for user and Biomedical Engineer (BME).		
3.7	The Maintenance Services must be performed by qualified factory-trained service personnel.		
3.8	On-site written maintenance and repair log for the system must be provided and accessible by the user. The log shall contain the following information:		
3.8.1	Document each maintenance including incident of system defect or malfunction;		
3.8.2	Time and duration of all work performed on the system, quantities and parts and supplies used;		
3.8.3	A description of the reason for the work done.		

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4	LEASING OF PHACOEMULSIFICATION MACHINE FOR A PERIOD OF SEVEN (7) YEARS		
	BND\$	QUARTERLY	
	BND\$	YEARLY	
	BND\$	FOR SEVEN YEARS	
REF	DESCRIPTION	YES	NO
4.1	Tenderer to supply yearly consumables as required throughout the leasing period.		
4.2	Tenderer to include comprehensive maintenance service for the equipment including its accessories throughout the leasing period		
4.3	Tenderer to include the cost of ALL parts replacements until the end of leasing period		
4.4	The work scope of maintenance services must also include but not limited to the corrective maintenance and two (2) times per year preventive maintenance service (including PM kits) at no additional cost		
4.5	Tenderer to include unlimited emergency and non-emergency breakdown calls to rectify problems encountered during office hours and if required, after office hours or public holidays		
4.6	Monthly routine inspection and quarterly servicing including making sure parts are clean, the software is updated and data backed-up		
4.7	Tenderer must record and document all related maintenance service above and must be provided for user and Biomedical Engineer (BME).		
4.8	The Maintenance Services must be performed by qualified factory-trained service personnel.		
4.9	On-site written maintenance and repair log for the system must be provided and accessible by the user. The log shall contain the following information:		
4.9.1	Document each maintenance including incident of system defect or malfunction;		
4.9.2	Time and duration of all work performed on the system, quantities and parts and supplies used;		

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4.9.3	A description of the reason for the work done.		
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SECTION II PROCUREMENT (TO FILL IN)	
BRAND:	
MODEL:	
COUNTRY OF ORIGIN:	
WHERE MARKETED:	
YEAR MANUFACTURED:	
WARRANTY:	
DELIVERY TIME:	
PRICE VALIDITY:	

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SECTION III TECHNICAL SPECIFICATION (TO FILL IN)	
MAINS POWER SUPPLY:	
EQUIPMENT AMBIENT OPERATING TEMPERATURE RANGE:	
BATTERY BACKUP:	
INTERNATIONAL SAFETY STANDARD:	
TECHNICAL SUPPORT:	NO OF LOCAL ENGINEER/TECHNICIAN: NEAREST OVERSEA SUPPORT:
DIMENSIONS:	MM / CM / INCH
WEIGHT:	KG / G / LBS
EQUIPMENT WHOLE LIFE TIME SUPPORT:	Number of years, spare parts are available after the installation of the equipment: _____ years

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		YES	NO
BROCHURE:	Detailed brochure submitted?		
USER MANUALS:	Tenderers acknowledge that they must supply during commissioning, three sets of user manuals, one set must be in the form of soft copy. (PDF Format)		
SERVICE MANUALS:	Tenderers acknowledge that they must supply during commissioning, three sets of service manuals, one set must be in the form of soft copy. (PDF Format).		
WARRANTY PLANNED PREVENTIVE MAINTENANCE:	Two time planned preventive maintenance per year during the equipment warranty, starting six months after the date of commissioning.		
USER TRAINING	Tenderers to conduct training to users. Training must include but not limited to: <ul style="list-style-type: none"> • Operation • Basic troubleshooting • User maintenance 		
TECHNICAL TRAINING	Tenderers to conduct training to Biomedical Engineers and Technicians. Training must include but not limited to: <ul style="list-style-type: none"> • Troubleshooting and basic corrective maintenance 		
ON-SITE:	<ul style="list-style-type: none"> • Training to be conducted locally, tenderers are required to : <ul style="list-style-type: none"> • Provide training materials, test equipment, demo equipments, etc. • Provide training to two groups of technical staffs. • Provide 2 days (minimum) of training for each group. • Training to be conducted at the equipment site. 		

SECTION 3

TENDER SCHEDULES

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SCHEDULE 1 – INFORMATION SUMMARY

1.1. Tenderers shall provide in this Schedule the following information:

- (a) Management summary
- (b) List of all the companies (including the Tenderer and Tenderer's sub-contractor(s), if any) involved in the provision of the services and items specified in this tender, and the responsibility of each company.
- (c) Company profile (including the Tenderer and Tenderer's sub-contractor(s), if any) shall include company strengths, organisation structure, management background, financial standing etc.
- (d) Copies of Company's Certificate of Corporation or Firm's Certificate of Registration, as applicable, and a receipt of the document fee.
- (e) Years of experience (as of the Tender Closing Date) and skills of the Tenderer and sub-contractor(s) in
 - Supply and Delivery of medical equipment; and
 - Providing Maintenance and support services
- (f) Description of the features and flexibility of the Equipment and Software proposed, including:
 - Overview
 - Configuration
 - Compatibility
- (g) Status and support policy of each major product (e.g. how long each product has been available in the market, the manufacturer, commitment in terms of life cycle and in the case of software, the current version number and the number of versions released in the last 24 months with information summary for the proposed version).
- (h) Other information which is considered relevant.

SCHEDULE 2 – SUB-CONTRACTS

- 2.1. Tenderers shall complete **Table 2.1** below 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 Tenderer and each sub-contractor involved, as well as their respective responsibilities.
- 2.2. Tenderers shall also indicate in **Table 2.1** below any alliance relationship established with each sub-contractor. An alliance is defined as a formal and binding business relationship between the allied parties.
- 2.3. Tenderers shall also provide letter of certification of any alliance relationship established with each sub-contractor.

Table 2.1 – Responsibility Table

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

SCHEDULE 3 – TENDERER’S BACKGROUND

- 3.1. Tenderers shall set out in this Schedule its company and sub-contractor(s) (if any) profile, including company strengths, organisation structure and management background, details of workshop and branches (in all four districts) and the percentage of local Bruneians working in the company.

SCHEDULE 4 – TENDERER’S TRACK RECORD

4.1. Company Contribution

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

(a) Supply and Delivery,

Tenderers shall list the company(s) responsible for the provision of Supply and Delivery of IT equipments, and related services as set out in **Section 2**. Contribution percentage of each company shall be provided based on the relevant number of man-days, service price or cost, over total man-days, service price or cost for Supply and Delivery, and Related Services.

(b) Equipment and Operating System

Tenderers shall list the manufacturer/developer(s) of all the proposed medical equipment and operating system item(s). Contribution percentage of each manufacturer/developer shall be provided based on the relevant equipment or software price/cost over total equipment and operating system price/cost.

(c) Maintenance and Support Services

Tenderers shall list the company(ies) responsible for the provision of Maintenance and Support Services. Contribution percentage of each company shall be provided based on the relevant number of man days, service price or cost, over total man days, service price or cost for Maintenance and Support Services.

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

Table 4.1 Contribution of Companies in %

Ref No.	Company Name	Supply and Delivery	Equipment and Operating System	Maintenance and Support Services
	Tenderer			
	Sub-contractor(s)			
	Other companies/ Manufacturers (if not Tenderer and sub-contractors)			
	Total	100%	100%	100%

SCHEDULE 5 – TENDERER’S EMPLOYEES AND THEIR DUTIES

5.1. Project Team Structure

5.1.1. Tenderers shall provide a clear organisation chart to show the project management structure.

5.1.2. Tenderers shall provide a clear organisation chart of the project team. Descriptions shall be provided to show how the project team addresses the technical requirements and how to discharge the Implementation and Related services stated in **Section 2**.

5.2. Project Role and Staffing Arrangement

5.2.1. Tenderers shall provide, in **Table 5.1** below, the following information in respect of each of their project staff designated:

- (a) Name;
- (b) Company to which the project staff belongs;
- (c) Proposed role in this project;
- (d) Terms of Service;
- (e) Language (Spoken); and
- (f) Deployment of staff for this project, including information about estimated effort and estimated schedule of work.

Table 5.1 Project Role and Staffing Arrangement

Name	Company	Language Spoken	IC/Passport No.	Proposed Project Role		Terms of Service		Schedule of Work	
				Team/ Sub-Team	Staff	Full-time/ Part time	Onsite / Local Offsite/ Overseas	Start Date	End Date

SCHEDULE 6 – SOFTWARE

6.1. Software items

6.1.1. Tenderers shall propose in this part all necessary software items that will be:

- Licensed to the Government
- Supplied and supported by the Contractor

These must include Operating System Software and other software running on each of the proposed Equipment. Details of the proposed software items, including product description and version number shall be provided.

6.1.2. Tenderers shall complete **Table 6.1(a)** and **Table 6.1(b)** with all the software items that will be supplied by the Tenderer and licensed to the Government, in performing the functions specified in **Section 2** (including all the essential functions and desirable functions that the Tenderer is committed to offer).

6.1.3. Tenderers shall complete **Table 6.1(a)** and **Table 6.1(b)** with same contents (other than cost-related information), ensuring the two tables correspond with each other.

6.1.4. Tenderers shall:

- (a) Enter 'N/C' (i.e. no charge) where applicable
- (b) Charge annual licence fees, if applicable
- (c) Include all necessary and related components for the installation of the software

Table 6.1(a) Proposed Software Items

Item No	Product/ Version No.	Description	Manufacturer	One-time cost	Annual License Fee
			Total		

Table 6.1(b) Proposed Software Items

Item No	Product/ Version No.	Description	Manufacturer
			Total

SCHEDULE 7 – EQUIPMENTS SPECIFICATION

- 7.1. Tenderers shall complete **Table 7.1(a)** with all the Equipments that will be supplied and implemented by the Tenderer in performing the functions specified in **Section 2** (including all the essential and desirable Equipments and services that the Tenderer is committed to offer).
- 7.2. Tenderers shall also provide specifications of the proposed Equipments to meet the requirements as specified in **Section 2**.
- 7.3. Tenderers shall complete **Table 7.1 (a)** and **Table 7.1(b)** with same contents (other than cost-related information) ensuring the two tables corresponds with each other.

Table 7.1(a) Proposed Equipments

Item No.	Manufacturer	Model / Part No.	Software**	Description	Please fill in where applicable.			
					Outright Purchase Price	Monthly Lease Price	Quarterly Lease Price	7 year Lease Price

Table 7.1(b) Proposed Equipments

Item No.	Manufacturer	Model / Part No.	Software**	Description

** Tenderers shall list all utilities and other software to be installed on the proposed Equipments items as in **Schedule 6 – Software**.

SCHEDULE 8 – IMPLEMENTATION PLAN

8.1 Tenderers shall show the proposed the implementation plan in **Table 8.1**. Tenderers shall propose the appropriate activities and deliverables with reference to **Section 2 – Government Requirements** and shall include any other recommended activities and deliverables in the table. Tenderers shall provide detailed breakdown on each implementation service and activity.

Table 8.1 Implementation Plan

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

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

SCHEDULE 9 – DOCUMENTATION AND DELIVERABLES

- 9.1 Tenderers shall propose a complete list of documentation that will be provided, including all the documents for the equipment and software specified in **Section 2**.
- 9.2 Tenderers acknowledge that such documentation is subject to the Government's Approval and may be subject to change to meet the Government Requirements.

SCHEDULE 10 – INSTALLATION AND ACCEPTANCE TESTS

- 10.1 Tenderers shall state in this Schedule the Installation and Acceptance Tests (as specified in **Section 2 – Government Requirements**) to be performed.
- 10.2 Tenderers shall propose the test approach and the test tools (if any) for conducting the the Installation and Acceptance Tests.
- 10.3 Tenderers shall propose the Installation and Acceptance Tests checklist for the final acceptance subject to approval by the Government.

SCHEDULE 11 – TRAINING PLAN

11.1 Training Plan and Approach

Tenderers shall describe the training plan and approach, as specified in **Annex 2 Clause 1.2**. These shall include the following:

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

11.2 Training Resources

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

11.3 Training Courses to be provided by Contractor

11.3.1 Tenderers shall propose in this Schedule the course to be provided and conducted by the Tenderer, as specified in **Annex 2 Clause 1.7**.

11.3.2 The proposed training schedule shall be in line with the detailed implementation plan provided in **Schedule 8 Implementation Plan**.

11.3.3 Tenderers shall complete Table 11.1 using the following guidelines:

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

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

SCHEDULE 12 – STATEMENT OF COMPLIANCE

- 12.1 Tenderers shall indicate their compliance by providing a compliance table in **Table 12.1**, with clause-by-clause including sub-clause by sub-clause statement of compliance corresponding to **Section 2**.
- 12.2 Proposal without this compliance table will be considered incomplete and will be disqualified.
- 12.3 Tenderers shall also indicate their technical compliance by providing a compliance table in **Table 12.2**, with line-by-line statement of technical specifications compliance corresponding to **Annex 2**.

Table 12.1 Statement of Compliance

Section	Sub-section No	Compliance ¹ Yes or No	Remarks ²

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

- 12.4 Proposal without the compliance table specified in Table 9.1 will be considered incomplete and shall be disqualified

SCHEDULE 13 – PRICE SUMMARY

13.1 Tenderers shall provide a summary of the aggregate price for the non-recurrent cost, annual recurrent cost and other price information in **Table 13.1**. Tenderers shall ensure the accuracy and consistency with the items proposed in this tender. This Schedule must be completed in full and the price shall be consistent with the prices listed in the following Schedules. In case of discrepancy, this written Schedule document shall prevail.

The charges in **Table 13.1** are for the purpose of total price assessment for this project.

13.2 Items listed in Table 13.1 are guidelines to Tenderers and may not be exhaustive. Tenderers shall ensure the completeness and accuracy of the information provided for a total price assessment. Tenderers shall also include in this schedule the non-recurrent and quarterly recurrent cost of other items.

13.3 Tenderers shall:

- a. Enter 'N/C' (i.e. no charge) where applicable.

Table 13.1 Price Summary

Take note: The Overall Total Pricing for Outright Purchase and Overall Total Pricing for Leasing should be reflected in the Tender Form. (Section 1- Annex 1.3 -For submission in Pricing Proposal)

OUTRIGHT PURCHASE PRICE	
Unit price	BND\$
Total price for 3 units (CIF)	BND\$
Price of Consumables	BND\$
Please specify warranty Period	YEARS

COMPREHENSIVE MAINTENANCE SERVICE AFTER WARRANTY FOR A PERIOD OF FIVE (5) YEARS	
BND\$	PER YEAR
BND\$	FOR 5 YEARS

LEASING	
BND\$	QUARTERLY
BND\$	YEARLY
BND\$	FOR SEVEN YEARS

 (Signature & Company Stamp of Tenderer)
 Date:

 (Signature & Name of Witness)
 Date:

(Signature & Company Stamp of Tenderer)
Date:

(Signature & Name of Witness)
Date:

SCHEDULE 14 – DECLARATION FORM

- 14.1 Tenderers are required to make a declaration in the form of the Tenderer's Declaration (Section 3 Annex 3.1). The purpose of the declaration is to prevent incidences of collusion among potential tenderers to this Invitation To Tender.

ANNEX 3.1 – TENDERER’S DECLARATION FORM

PENGAKUAN PENENDER / TENDERER’S DECLARATION

Rujukan Tawaran <i>Tender Reference</i>	KK/ /2020
Tajuk Tawaran <i>Tender Title</i>	The Provision of Phacoemulsification System for The Ministry of Health
Kementerian / Jabatan <i>Ministry / Department</i>	MINISTRY OF HEALTH

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	Number Kad Pengenalan Brunei/ Passport Antarabangsa / Brunei Identity Card/International Passport Number	Warna Colour	Tandatangan Signature
1				
2				
3				

Beralamat / *Address:*

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

1. Saya/Kami yang bernama diatas, 'adalah pemilik berdaftar sebuah Firma yang bernama
I/We as the name stated above, 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. ⁱⁱⁱ**Saya/Kami tidak memiliki Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) lain;** (sila lihat nota 3 dan 4 dibawah dan potong jika tidak berkenaan).
I/We do not own any other firm(s) / Company(ies); (see notes 3 and 4 below and delete where appropriate).
3. ^{iv}**Saya/Kami adalah juga pemilik / pemegang saham dalam senarai Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) yang dinyatakan dalam Lampiran 1.**
I/We also the proprietor / shareholder in the list of firm(s) / Company(ies) described at Annex 1.

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

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

4. Saya/Kami juga membuat PENGAKUAN selanjutnya:
I/We also hereby DECLARE:
 - a. bahawa sepanjang pengetahuan saya/kami, isteri/suami saya/kami atau Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) kepunyaan isteri/suami saya/kami tidak menghadapkan Tawaran untuk projek yang disebutkan diatas; dan
that to the best 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 diatas.
that I/We not colluded with any other firm(s) / Company(ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project.
5. ^vSaya/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.***
6. Saya/Kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, saya/kami akan melakukan kesalahan yang boleh didakwa dibawah Kanun Jenayah Bab 182 yang disertakan di Lampiran 1.
I/we fully aware that if I/We gave any information which is false, I/We committing offence for which I/We liable to prosecution under the Penal Code. I/We also aware of Section 182 of the Penal Code reproduced below in Annex 1.
7. 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.

8. Saya/Kami memberi kuasa kepada _____ untuk menandatangani surat pengakuan ini sebagai pihak saya/kami sendiri dan sebagai wakil saya/kami untuk mengikat 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 _____ 20 _____

**(Tandatangan Pemilik Syarikat / CEO / Pengarah)
(Signature of The Owner of Company / CEO / Director)**

**^v(Nama Pemilik Syarikat / CEO / Pengarah)
(Name of The Owner of Company / CEO / Director)**

**(Cop Syarikat)
(Company Stamp)**

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

Fill in here if an Owner of a Business Name.

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

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

ⁱⁱⁱ 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.

^{iv} 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.

^v Hendaklah ditandatangani oleh Pemilik syarikat atau Ketua Pegawai Eksekutif atau Pengarah.

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

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		

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		

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

182. Barang siapa memberi kepada seseorang pegawai awam apa-apa maklumat yang diketahui atau dipercayai sebagai palsu, dengan maksud menyebabkan, atau dengan mengetahui bahawa kemungkinan akan menyebabkan pegawai awam tersebut:-
Whoever gives to any public servant any information which he knows or believes to be false, intending thereby to cause, or knowing it likely that he will thereby cause, such public servant:-
- a) Melakukan atau meninggalkan apa-apa perkara yang pegawai awam itu seharusnya tidak melakukan atau tidak meninggalkan sekiranya keadaan yang sebenar, berkenaan dengan hal yang dimaklumkan itu, telah diketahui; atau
To do or omit anything which such public servant ought not to do or omit if the true state of facts respecting which such information is given were known by him; or
 - b) Menggunakan kuasanya yang sah disisi undang-undang yang mendatangkan kecederaan atau gangguan kepada seseorang.
to use the lawful power of such public officer to the injury or annoyance of any person.

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

Pengakuan Penender.
Tenderer's Declaration

ANNEX 3.2 – TENDER FORM (TECHNICAL PROPOSAL)

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

Date : _____

**TO: THE CHAIRMAN
MINI TENDER BOARD
MINISTRY OF HEALTH
COMMONWEALTH DRIVE
JLN MENTERI BESAR
BANDAR SERI BEGAWAN BB 3910
BRUNEI DARUSSALAM**

Sir,

Having examined the documents comprised in the Invitation To Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **The Provision of Phacoemulsification System for The Ministry of Health** in conformity with the said Requirements and Schedules in the sum stated and sealed in a separate envelope marked "**Pricing Proposal**".

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

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

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

Dated this _____ days of _____ 20 _____

Signature

(In the Capacity of)

Duly Authorised to sign Tender for and on behalf of

Witness

Address

Signature

ANNEX 3.3 – TENDER FORM (PRICING PROPOSAL)

**TENDER FORM
(FOR SUBMISSION IN PRICING PROPOSAL ENVELOPE)**

Date : _____

**TO: THE CHAIRMAN
MINI TENDER BOARD
MINISTRY OF HEALTH
COMMONWEALTH DRIVE
JLN MENTERI BESAR
BANDAR SERI BEGAWAN BB 3910
BRUNEI DARUSSALAM**

Sir,

Having examined the documents comprised in the Invitation To Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **The Provision of Phacoemulsification System for The Ministry of Health** in conformity with the said Requirements and Schedules for the sum of

(Total amount in words and figures)

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

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

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

Dated this _____ days of _____ 20 _____

Signature

(In the Capacity of)

Duly Authorised to sign Tender for and on behalf of

Witness _____

Address _____

Signature _____