SENARAI SEMAK MENGHADAPKAN SEBUTHARGA

Checklist For Submitting Quotation

BIL. SEBUTHARGA Quotation No.	:	35/MFA-ICC-Q/2023
TAJUK SEBUTHARGA <i>Quotation Title</i>	:	TO REPLACE WITH NEW DIGITAL AUDIO MIXING CONSOLE, AUDIO INTERFACE UNIT, OPTICAL IMAGE PROJECTOR AND ACCESSORIES AT PLENARY HALL AND MAIN CONFERENCE HALL, INTERNATIONAL CONVENTION CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS
TARIKH TUTUP Closing Date	:	20 DECEMBER 2023 @ 2.00 pm

NAMA SYARIKAT Name of Company	:

DOKUMEN YANG PERLU DISERTAKAN BERSAMA DOKUMEN SEBUTHARGA:

Documents To Be Attached With The Quotation Document:

Bil. No.	Keterangan Dokumen Document Description	Diperlukan Required	Disertakan Attached
1.	Sijil Pendaftaran Syarikat & Nama-Nama Perniagaan /	neguneu -	Actioned
	Penubuhan Syarikat Sdn. Bhd	/	
2.	Sijil Pendaftaran Kontraktor dan Pembekal ABCI, MOD (/ / / /)		
3.	Sijil Pematuhan Akta Cukai /	1	
	Telah menghadapkan Estimated Chargeable Income kepada Bahagian Hasil Kementerian Kewangan & Ekonomi	/	
4.	Pengakuan Integriti Penender	/	
5.	Features and Technical Specification of proposed Equipment/ Products/Chemicals	/	

COP PERNIAGAAN SYARIKAT	
Company Stamp	



MINISTRY OF FOREIGN AFFAIRS BRUNEI DARUSSALAM

TO REPLACE WITH NEW DIGITAL AUDIO MIXING CONSOLE, AUDIO INTERFACE UNIT, OPTICAL IMAGE PROJECTOR AND ACCESSORIES AT PLENARY HALL AND MAIN CONFERENCE HALL, INTERNATIONAL CONVENTION CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS

QUOTATION NO.: 35/MFA-ICC-Q/2023

CERTIFICATE OF BUSINESS REGISTRATION

Prepared by

ICC MANAGEMENT INTERNATIONAL CONVENTION CENTRE, BERAKAS MINISTRY OF FOREIGN AFFAIRS

TERMS AND CONDITIONS OF TENDERING (FOR QUOTATION WORKS)

1. Before tendering, the tenderer shall visit the site where the Works are to be carried out and shall also carefully examine the relevant Terms and Conditions of Contract, Drawings, Specification and all other accompanying schedules, etc.

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the Contract Administrator (C.A.), **CHIEF MANAGER OF PUSAT PERSIDANGAN ANTARABANGSA (ICC) MANAGEMENT**. The C.A's decision shall be final and binding upon the Contract.

On tendering, the tenderer shall be deemed to have examined the documents referred to above and shall be bound by the terms and conditions therein.

- 2. Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration :-
 - (a) Valid Tenderer's Registration Certificate from the Ministry of Development.
 - (b) Business Enactment Act Section 16 & 17.
 - (c) While for prospective vendors / suppliers of medicines and drugs bids must posess a valid Poison License from the Ministry of Health as stated in the 'Poison Act' (Cap. 114).
 - (d) The Tender Form <u>MUST</u> be signed by the Owner, or the Director of Shareholder(s) of the Company stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 / or the tenderer's Registration Certificate from the Ministry of Development and/or Ministry of Health.
 - (e) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Tenderer's Registration Certificate from the Ministry of Development and/or Ministry of Health. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.

Tender documents must be duly completed, signed and dated. Any tender which is incomplete or unsigned will render the tender to be rejected.

- 3. (a) Tenders and documents in connection therewith as specified above , must be delivered to the place at or before the time specified.
 - (b) In the case of the tender not being delivered by hand, the tenderer must arrange for his / her tender and other documents to be posted in time to reach the stipulated place by not later than the time stated.
 - (c) In no case will the Government be responsible for any expense or loss incurred by a tenderer in the preparation of this tender.

Tenders shall remain valid for <u>6 MONTHS</u> from the final date for submission of the tenders and no tenderer may withdraw his/her tender within that period. The Government reserves the right to extend this period if deemed neccessary provided that such extension of the tender validity period shall have the written consent of the tenderers.

- 4. The Government does not bind itself to accept the lowest and/or any tender and no reason will be given for rejecting any tender thereof.
- 5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the tender and such posting shall be deemed good and legally binding in service of such correspondence.
- 6. The tender shall be made on the basis of the rates in the tender documents being firm and not subject to any adjustment with variations in quantities.
- The tender fee shall be <u>B\$-5.00 / N/A</u>*. Only CASH TERMS will be accepted and note that this tender fee is non-refundable. Payment can only be made at the Pusat Persidangan Antarabangsa (ICC), Kementerian Hal Ehwal Luar Negeri, Jalan Stadium. Berakas, Bandar Seri Begawan, BB3910, Negara Brunei Darusslam during government working hours.
- 8. No unauthorised alteration or use of 'correction pen' in the tender documents is allowed, or the tender may be rejected. Any errors are to be struck off and initialled.
- 9. Non-compliance with the above terms and conditions in any respect may render the tender liable to be rejected.
- 10. The tender documents and forms are available from the PUSAT PERSIDANGAN ANTARABANGSA (ICC), KEMENTERIAN HAL EHWAL LUAR NEGERI, JALAN STADIUM. BERAKAS, BANDAR SERI BEGAWAN, BB3910, NEGARA BRUNEI DARUSSLAM.

The completed tender documents are to be lodged on or before 2:00 PM on 20/12/2023 in a sealed enveloped addressed to :-

QUOTATION (QTN) BOX PUSAT PERSIDANGAN ANTARABANGSA (ICC) KEMENTERIAN HAL EHWAL LUAR NEGERI JALAN STADIUM, BERAKAS, BANDAR SERI BEGAWAN, BB3910 NEGARA BRUNEI DARUSSALAM

The top part of the sealed envelope must be written stating the following :-

Quotation No.	:	35/MFA-ICC-Q/2023	Quotation Closing Date :	20/12/2023@2:00 PM
Project Title	:	IMAGE PROJECTOR AND ACC	AUDIO MIXING CONSOLE, AUDI ESSORIES AT PLENARY HALL AND CENTRE, BERAKAS, MINISTRY OF	MAIN CONFERENCE HALL,
* Dalata As Nas				

Delete As Necessary

Quot	ation For : TO RE PROJE		FAIRS M IGITAL AUDIO M ORIES AT PLENA	RY HALL AND MAIN	A 1. 2. 3. FOR OFFICIAL USE ONLY IO INTERFACE UNIT, OPTICAL IMAGE CONFERENCE HALL, INTERNATIONAL
Quot		/MFA-ICC-Q/2023	Closed On	20/12/2023 @ 2:00 PM	N Receipt No. :
PART	A - AGREEMENT				
1.0	On behalf of				I, the undersigned, agree to carry
	out the above Works / (Brunei Dollars	Service / Supply * for	r a sum of B\$;
	(or),				,
		attached subject t	o the adjustme	nt percentage of an o	additional (+) / a deduction (-) *
	N / A	% with an c	approximate Max	imum Contract Sum as	stated in PART C - APPENDIX Item 6.0.
	And,				
	within the Contract Peric	od of	Days / Weeks	/ Months * in accordance	ce with the terms and conditions below.
2.0	Owner / Director * 's	:			В
	Signature & Name	[]	
	IC No.	:			
2.1	Signature & Name of Witness	:			
	IC No.	L .]	Company Stamp
2.2	Company :				
0.0					
2.3 2.4	Tel. No. : Date :		Fax No. :		E-mail :
2.4					
ACC		(FOR OFFICIAL LISE O	NLY)		
	EPTANCE OF CONTRACT				
3.0	On behalf of the Brune	ei Government, I acc			
3.0		ei Government, I acc		o carry out all / items *	
3.0	On behalf of the Brund of the above for a su	ei Government, I acc			
3.0	On behalf of the Brund of the above for a su (Brunei Dollars (or),	ei Government, I acc im of B\$	o the adjustme	nt percentage of an a	,) additional (+) / a deduction (-) *
3.0	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates	ei Government, I acc im of B\$	o the adjustme	nt percentage of an a)
3.0	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And,	ei Government, I acc im of B\$ attached subject t % with an c	o the adjustme approximate Max	nt percentage of an a imum Contract Sum as	,) additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0.
3.0	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And,	ei Government, I acc im of B\$ attached subject t % with an c	o the adjustme approximate Max	nt percentage of an a imum Contract Sum as	, additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below.
4.0	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Period	ei Government, I acc um of B\$ attached subject t % with an a	o the adjustme approximate Max	nt percentage of an a imum Contract Sum as	,) additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0.
	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Perio	ei Government, I acc im of B\$ attached subject t % with an c	o the adjustme approximate Max	nt percentage of an a imum Contract Sum as	, additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below.
4.0	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Period [HAJI ZAMANI B ACTING SENIOR SPEC	ei Government, I acc im of B\$ attached subject t % with an a od of in HAJI RAZALI]	o the adjustme approximate Max	nt percentage of an a imum Contract Sum as	, additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below.
4.0	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Perio	ei Government, I acc im of B\$ attached subject t % with an a od of SIN HAJI RAZALI] CIAL DUTIES OFFICER	o the adjustme approximate Max	nt percentage of an a imum Contract Sum as s / Months * in accordanc	, additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below.
4.0	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Period [HAJI ZAMANI B ACTING SENIOR SPEC Signature & Name of Witness Address : PUSAT	ei Government, I aco im of B\$ attached subject t % with an a bd of CIAL DUTIES OFFICER : [MUHD WAFI HI PERSIDANGAN ANTA	Days / Weeks	nt percentage of an o imum Contract Sum as s / Months * in accordanc Mir HIDAYAT]	, additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below. C Department Stamp twal LUAR NEGERI, JALAN STADIUM.
4.0 4.1 4.2 4.3	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Period [HAJI ZAMANI B ACTING SENIOR SPEC Signature & Name of Witness Address : PUSAT BERAM	ei Government, I acc im of B\$ attached subject t attached subject t with an o od of IN HAJI RAZALI] CIAL DUTIES OFFICER : [MUHD WAFI HI PERSIDANGAN ANTA (AS, BANDAR SERI BEC	o the adjustme pproximate Max Days / Weeks DAYAT BIN HAJI , RABANGSA (ICC GAWAN, BB3910,	AMIR HIDAYAT] (), KEMENTERIAN HAL EF NEGARA BRUNEI DARUS	,) additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below. C Department Stamp HWAL LUAR NEGERI, JALAN STADIUM. SSLAM
4.0 4.1 4.2	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Period [HAJI ZAMANI B ACTING SENIOR SPEC Signature & Name of Witness Address : PUSAT BERAM	ei Government, I aco im of B\$ attached subject t % with an a bd of CIAL DUTIES OFFICER : [MUHD WAFI HI PERSIDANGAN ANTA	Days / Weeks	AMIR HIDAYAT] (), KEMENTERIAN HAL EF NEGARA BRUNEI DARUS	, additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below. C Department Stamp twal LUAR NEGERI, JALAN STADIUM.
4.0 4.1 4.2 4.3 4.4	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Period I HAJI ZAMANI B ACTING SENIOR SPEC Signature & Name of Witness Address : PUSAT BERAM Tel. No. : 2	ei Government, I acc im of B\$ attached subject t attached subject t with an a bd of [NI HAJI RAZALI] CIAL DUTIES OFFICER : [MUHD WAFI HI PERSIDANGAN ANTA (AS, BANDAR SERI BEC 2383374 / 2383386 :	Days / Weeks	AMIR HIDAYAT] 2261100 / 2262904	, additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below. C Department Stamp HWAL LUAR NEGERI, JALAN STADIUM. SSLAM E-mail :icc@mfa.gov.bn
4.0 4.1 4.2 4.3 4.4 4.5	On behalf of the Brund of the above for a su (Brunei Dollars (or), At Schedule of Rates And, within the Contract Period [HAJI ZAMANI B ACTING SENIOR SPEC Signature & Name of Witness Address : PUSAT BERAM Tel. No. : 2 Date of Contract	ei Government, I acc im of B\$ attached subject t attached subject t with an o od of IN HAJI RAZALI] CIAL DUTIES OFFICER : [MUHD WAFI HI PERSIDANGAN ANTA (AS, BANDAR SERI BEC 2383374 / 2383386 : mator is : CHIEF M	Days / Weeks	AMIR HIDAYAT]	, additional (+) / a deduction (-) * stated in PART C - APPENDIX Item 6.0. ce with the terms and conditions below. C Department Stamp HWAL LUAR NEGERI, JALAN STADIUM. SSLAM E-mail :icc@mfa.gov.bn

PART B - TERMS OF QUOTATION

1.0. BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

- 1.1.1 To provide access at proper times for the Contractor to do his Works.
- 1.1.2 To provide all information and facilities stated in this Contract to enable the Contractor to do his Works.
- 1.1.3 To pay the Contractor as provided in this Contract.
- 1.1.4 To assign a Contract Administrator to administer this Contract.
- 1.1.5 May take out or renew collateral warranty and insurance as referred to in Clause 1.2.3 and Clause 1.2.4 below if the Contractor fails to do so.

1.2 Overall Obligations of the Contractor:

- 1.2.1 To finish the Works to the quality standards provided in this Contract within the Completion Date(s) and Contract Period provided in this Contract.
- 1.2.2 To cooperate with all other Contractors working on the project and not to disrupt them or cause damage to their Works.
- 1.2.3 To provide a collateral warranty containing a similar obligation as under this Contract directly to a third party if requested by the Contract Administrator.
- 1.2.4 To provide and maintain valid Contractor's all risks insurance policy at all times.

1.3 Instructions, Certifications & Job Orders

- 1.3.1 The Contract Administrator can issue instructions and certifications including Job Orders to the Contractor on anything relating to the Works.
- 1.3.2 All instructions, certifications and Job Orders must be in writing, dated and clearly identified as Contract Administrator's Instructions, Certifications and Job Orders.
- 1.3.3 For each Job Order, the Contract Administrator must state a commencement date and a reasonable date for its completion and the Contractor must complete each Job Order by that completion date.
- 1.3.4 The minimum and maximum of any one Job Order to be issued as stated in the Appendix Item 5.0 and the maximum to be issued must be capable of being carried out and completed within the Contract Period.
- 1.3.5 The Contractor must comply with all instructions, certifications and Job Orders issued by the Contract Administrator.
- 1.3.6 The Contract Administrator may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.5, and the Contractor shall pay for all extra costs incurred.

2.0. QUALITY, HEALTH, SAFETY AND ENVIRONMENT

2.1 Quality

- 2.1.1 The Contractor must do his Works based on the documents referred to in this Contract and other instructions and information given to him by the Contract Administrator.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Contract Administrator shall inform the Contractor of the shortfall(s) in writing. The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), the Contract Administrator may arrange others to rectify the shortfall(s). The Contract Administrator can also certify either :
 - (a) The cost of rectifying such shortfall(s); or
 - (b) The reduced value of the completed Works due to such shortfall(s)

as provided in the Payment Certification Clause.

2.1.4 The Contract Administrator can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix Item No. 3.0) after the Contract Administrator confirms the Works is complete as provided in the Completion Clause.

2.2 Health, Safety And Environment

- 2.2.1 The Contractor must keep the site clean and safe at all times.
- 2.2.2 The Contractor must comply with all laws and regulations relating to Health, Safety and Environment Act, if any.

3.0. TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

- 3.1.1 If not stated in this Contract, the Contract Administrator will inform the Contractor when to start work in writing. The Contractor shall not be entitled to claim for any loss or damage caused by any delay of possession of site.
- 3.1.2 The Contractor must progress with the Works in a regular and diligent manner.

- 3.1.3 The Contract Administrator can instruct the Contractor to stop and restart at any time.
- 3.1.4 The Contractor must finish all the Works within the Completion Date(s) stated in this Contract or as instructed by the Contract Administrator.

3.2 Adjusting Time for Completion

- 3.2.1 If the Government or Contract Administrator or anyone within either of their responsibility or control (which includes other Contractors on site), or anything beyond the Contractor's control, disrupts the Contractor from finishing within the completion period, the Contract Administrator must assess the impact of this disruption on the Contractor's Works.
- 3.2.2 If any Completion Date(s) is affected the Contract Administrator must adjust the Completion Date(s).
- 3.2.3 This must be done in a written certificate clearly identified as Extension of Time Certificate.

3.3 Completion

- 3.3.1 When the Contractor practically completed all the Works, he shall inform the Contract Administrator stating he has completed.
- 3.3.2 The Contract Administrator must decide when the Works has actually practically completed by the Contractor.
- 3.3.3 This decision must be in a written certificate clearly identified as Certificate of Practical Completion.
- 3.3.4 The Contract Administrator must decide when all obligations of the Contractor are fully discharged.
- 3.3.5 This decision must be in a written certificate clearly identified as a Final Completion Certificate.
- 3.3.6 This must be done after the end of Defects Liability Period (as stated in the Appendix Item No. 3.0) or when the Contractor has rectified all the shortfall(s) including Works that is not according to this Contract and any other breach of Contract by the Contractor identified by the Contract Administrator, whichever is later.

3.4 Delayed Completion

- 3.4.1 If the Contractor does not finish by the date stated in the Contract or Job Order, he shall pay Liquidated and Ascertained Damages due to the delay to the Government as provided in the Payment Certification Clause.
- 3.4.2 Liquidated Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completed the Works.

4.0. VARIATIONS TO WORK

- 4.1 The Contract Administrator can issue instructions to vary the Works to be done.
- 4.2 If the Contract Administrator instructs the Contractor to vary any of the Works and there is a financial impact, the Contract Administrator must certify the value of the variation work as provided in the Payment Certification Clause.
- 4.3 The Contract Administrator must value the variation work using the Summary of Works rates and/or adjusted Schedule of Rates. If neither are available then using fair market rates.
- 4.4 This shall be done in a written certificate clearly identified as Variation Order certificate.

5.0. PAYMENT CERTIFICATION

- 5.1 Claims and Payment Certificate
 - 5.1.1 The Contractor must submit a claim for the Works done before any payment certificate can be issued.

5.2 Contents of Payment Certificate:

- 5.2.1 The payment certificate must include the following:
- 5.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates and/or adjusted Schedule of Rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the Contract Administrator and properly done by the Contractor.
- 5.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages which is calculated for delay between when the Contractor should have completed the Works and when he actually practically completed the Works.
 - (b) The value of any shortfall(s) due to Works done according to this Contract or due to any other breach of this Contract by the Contractor which the Contract Administrator has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Contract Administrator can certify either:
 - (i) The cost of rectifying such shortfall(s) by others; or
 - (ii) The reduced value of the completed Works due to such shortfall(s) <u>as stated in the</u> <u>Appendix.</u>

- (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including Works that are not done according to this Contract and any other breach of contract by the Contractor identified by the Contract Administrator.
- (d) The Net Amount Payable is the amount the Government must pay to the Contractor. This is calculated by:
 - (i) Adding the total under additions above;
 - (ii) Deducting the total of all deductions above; and
 - (iii) Deducting the cumulative amount certified previously.
- (e) The Contract Administrator may deduct any monies owed by the Contractor to the Government under this Contract or any contract(s) from the Contractor's payments.

6.0. TERMINATION OF CONTRACT

- 6.1 If the Contractor :
 - (a) Suspends the Works before completion without any reasonable cause; and/or
 - (b) Fails to proceed with the Works within the time stated in the Contract Administrator's Instructions; and/or
 - (c) Fails to comply with the Contract Administrator's Instructions;

for fourteen (14) days after a notice sent to the Contractor, the Contract Administrator can determine this Contract by a written notice.

- 6.2 If the Contractor:
 - (a) Becomes bankrupt; or
 - (b) Goes into liquidation; or
 - (c) Has offered or given or agreed to give to any person any gift 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 this Contract with the Government, or for showing on forbearing to show favour or disfovour to any person in relation to this Contract or any other contract with the Government or the like acts shall have been done by any person employed by the Contractor or acting on his behalf (with or without the knowledge of the Contractor), or if, in relation to this Contract or any other contract with the Government, the Contractor, or any person employed by the Contractor or acting on his behalf (with or without the Government, the Contractor, or any person employed by the Contractor or acting on his behalf shall have committed or abetted to commit an offence under the Prevention of Corruption Act (Chapter 131) or section 161, 162, 163, 164, 165, 213, 214 or 215 of the Penal Code (Chapter 22);

this Contract is terminated by a written notice.

- 6.3 In either (6.1) or (6.2) above, the Contract Administrator may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.
- 6.4 Termination For Convenience :
 - (a) The Government may at any time, give the Contractor a written notice to terminate the employment of the Contractor under the Contract and the Contractor shall immediately or upon such other date as specified in the written notice;
 - (i) cease all works under the Contract, which shall include, but be not limited to such work for the purpose of protecting, making safe or tidying up such part of the works as may already have been executed, or may be in the course of execution.
 - (ii) Vacate the site, remove all his plant, tools, equipment, goods and unfixed materials which have not been paid by the Government and hand back possession of the site to the Government.
 - (b) In the event of termination under this Clause, Contract Administrator shall certify the amounts payable to the Contractor and the Contractor shall provide all reasonable assistance to the Contract Administrator. In the event that the Contractor does not submit the necessary information required, the Contract Administrator shall make his certification on the information available. The amount certified shall be paid by the Government less any sums previously paid or due to or recoverable by the Government from the Contractor.

PART C - APPENDIX

 f not stated, to be instructed by the Contract Administrator. If more than one ompletion period, identify the scope of Works for each completion period). or Term Contract, the Contract shall ends when the following conditions are met : a) The actual expiration of the Contract Period; or b) The limit of the Approximate Maximum Total Value of All Job Orders have been reached; 			
 a) The actual expiration of the Contract Period; or b) The limit of the Approximate Maximum Total Value of All Job Orders have 			
) The limit of the Approximate Maximum Total Value of All Job Orders have			
hichever of the above comes first but subject to Clause 3.2 and Clause 4.0.			
quidated and Ascertained Damages (LAD) :	B\$		per day
f none stated, then the Contract Administrator may certify a reasonable sum s compensation for delay).			-
hortfalls / Defects Liability Period :			Months
f none stated, SIX (6) MONTHS from the date of completion).			_
etention Sum :		N/A	% of the Contract Sum
f none stated, FIVE (5%) PERCENT of the Contract Sum).			-
Ninimum and Maximum Values of Job Orders :			
inimum value of any one Job Order to be issued	≤ B\$	N/A	
Naximum value of any one Job Order to be issued	≥ B\$	N / A	_
f none stated, the maximum value to be issued must be capable of being arried out and completed within the Contract Period).			-
pproximate Maximum Total Value of All Job Orders for the Contract Period :	≤ B\$	N / A	
f not stated, NOT MORE THAN \$50,000.00 - BRUNEI DOLLARS FIFTY THOUSANDS)			_
ne Contract Administrator gives no warranty or undertaking as to the actual mount of Works that will be issued through Job Orders and no variance in the ctual value of Works ordered shall give rise to a change in any rate, price or ercentage adjustment.			
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TO REPLACE WITH NEW DIGITAL AUDIO MIXING CONSOLE, AUDIO INTERFACE UNIT, OPTICAL IMAGE PROJECTOR AND ACCESSORIES AT PLENARY HALL AND MAIN CONFERENCE HALL, INTERNATIONAL CONVENTION CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS

QUOTATION NO.: 35/MFA-ICC-Q/2022

ITEM NO	DESCRIPTION OF WORK	QUANTITY	UNIT	RATE	AMOUNT \$
	Note: The contractors should site visit and examine the actual scope of work to be carried out. All the supply, install, testing and commissioning works in this contract will be carried out at International Convention Centre, Berakas.				
	Contractors shall include all other direct or indirect expenses on transportations, tools, materials and providing of all necessary satisfactory execution and completion of the works as per direction and satisfaction of O.I.C.				
	The warranty of any NEW equipment to be supplied and installed shall be as per manufacturer's warranty. Successful tenderer shall submit an official copy of all warranty letter / certificate to Client.				
	All offer price in this quotation shall include Customs Tax and Withholding Tax.				
	The contractor shall submit the proposed equipment/product features and specifications together with this quotation document.				
1 1.1	SOUND REINFORCEMENT Digital Audio Mixing Console Supply, install, testing and commissioning of new 32 + 1 fader configuration Digital Audio Mixing Console to replace the existing mixer. Rate to include integration; programming and interface with external system for the whole system to properly function and removal of existing equipment/system. The required specifications can be seen on Quotation Specification page QS/1.				
	a) Plenary Hall	1	Lot		
	b) Main Conference Hall	1	Lot		
1.2	<u>Audio Interface Unit</u> Supply, install, testing and commissioning of new Audio Interface Unit which allows to expand a digital audio mixing console up to 40ch inputs/24ch outputs. Rate to include integration; programming and interface with external system for the whole system to properly function and removal of existing equipment/system. The required specifications can be seen on Quotation Specification page QS/1.				
	a) Plenary Hall	1	Lot		
	b) Main Conference Hall	1	Lot		
	AMOUNT BROUGHT FORWARD				

TO REPLACE WITH NEW DIGITAL AUDIO MIXING CONSOLE, AUDIO INTERFACE UNIT, OPTICAL IMAGE PROJECTOR AND ACCESSORIES AT PLENARY HALL AND MAIN CONFERENCE HALL, INTERNATIONAL CONVENTION CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS QUOTATION NO.: 35/MFA-ICC-Q/2022

ITEM NO	DESCRIPTION OF WORK	QUANTITY	UNIT	RATE	AMOUNT \$
AMOUNT CARRIED FORWARD					
	VISUAL EQUIPMENT Optical Image Projector Supply and deliver of new laser projector capable of displaying minimum 1080p. The required minimum specification of the equipment as follows: - LCD/LED Projectors; - Minimum 1920 x 1080 pixels resolution; - Laser Diodes; - HDMI Connectivity; - Minimum 4,000 lumen brightness; - Minimum Contrast Ratio: 3,000,000:1; - 16:9 aspect ratio.	2	Unit		
2.2	Portable Projection Screen Supply and deliver of new portable screen for projection image complete with tripod stand. The required minimum specification of the item as follows: - Minimum size 96"x 96" (8 ft x 8 ft) - Adjustable screen height with self locking system - High quality Matte-White Fabric, offers clear and vivid pictures; - Suitable for use in various locations ranging from meeting rooms, control rooms and hall audience.	2	Unit		
			1	FOTAL AMOUNT	

Total Quotation Amount: B\$

(Brunei Dollar :

.....)

Contractor's Signature & Stamp

Date :- _____

1. Sound Reinforcement System

Contractor shall propose the sound reinforcement system, that is Digital Mixing Consoles and Audio Interface Unit which can be connected with other systems and existing audio systems installed throughout the Conference Hall. This also should include integration; programming and interface with external system for the whole system to properly function; other necessary accessories i.e. bracket, installation cables, extension cables, cable clamps, connectors and removal of existing equipment/system where necessary. The preferred functions and specifications of the proposed Sound Reinforcement System shall be as follows:

1.1 Digital Mixing Console: 32 + 1 fader configuration

• Features:

- Input Channels: 40 mono, 2 stereo, 2 return;
- o Busses: 20 AUX (8 mono, 6 stereo), Stereo, Sub, 4 matrix;
- Local I/O: 32 mic/line + 2 stereo line in, 16 out;
- Recallable "D-PRE" Microphone Preamplifiers provide an ideal sonic foundation;
- Intuitive user interface optimized for touch panel operation;
- o Traditional Overview and Selected Channel Interfaces;
- o "1-knob COMP[™]" & 1-knob EQ[™] make it easy to dial in the ideal sound;
- "QuickPro Presets[™]" provide instant access to pro sound setups;
- "GainFinder™" supports precision gain setup;
- "DCA Roll-Out" enhances group control;
- "SENDS ON FADER" buttons instantly bring the specified AUX or FX bus levels up on the faders for easy verification and adjustment;
- Seamlessly integrated remote control and offline editing via an Apple iPad[®] or other computing device;
- Direct 2-track recording to USB storage devices, or serious multitrack recording to a DAW via USB;
- Multitrack recordings can be used for "virtual sound checks" when performers are not available;
- 1 expansion slot for NY64-D audio interface card;
- Other features: 8 powerful Processing/Effect Units, User Defined Knobs, User Defined Keys, 8 DCA groups and more.
- 1.2 Audio Interface Unit: Dante-equipped I/O rack with 16 microphone/line inputs and 8 line outputs

• Features:

- 3U size, 16 inputs and 8 outputs;
- Dante network protocol contributes to greater system scalability and flexibility;
- Supports QUICK CONFIG mode;
- Automatic digital-stage compensation for analog gain changes;
- Features recallable D-PRE preamplifiers.



REPLACEMENT, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUDIO & VISUAL SYSTEM IN PLENARY HALL AND MAIN CONFERENCE HALL AT INTERNATIONAL CONVENTION CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS	
35/MFA-ICC-Q/2023	
Kementerian / Jabatan Ministry / Department	

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

Bil. No.	Nama Name	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,* ⁱadalah 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).*
- ^{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 (Penggal 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggal 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 berkuatkuasa; 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) V^{II}(Pemilik Syarikat / CEO / Pengarah) (The Owner of Co / CEO / Director) (Cop Syarikat) (Company Stamp)

^{III} Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja Ta ba fill bu Limitad or Brivata Limitad Company only

^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

vii Potong Perenggan yang tidak berkenaan

Delete where inapplicable

ⁱ 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

ⁱⁱ 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)*

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

vⁱPotong 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} Hendaklah ditandatangani oleh Pemilik Syarikat atau Ketua Pegawai Eksekutif atau Pengarah. Must be signed by the Owner of Co or CEO or Director