



ASSET MANAGEMENT SECTION  
MINISTRY OF FOREIGN AFFAIRS  
NEGARA BRUNEI DARUSSALAM

- A. Please complete and submit the Quotation Form provided.
- B. Quotation shall be addressed to :

<p>HEAD OF ASSET MANAGEMENT MINISTRY OF FOREIGN AFFAIRS INTERNATIONAL CONVENTION CENTRE BERAKAS BRUNEI DARUSSALAM</p>
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- C. Quotation shall be deposited in the Quotation box located at the Ground Floor, Ministry of Foreign Affairs, Main Hall Lobby Foyer, **International Convention Centre, Berakas**, Negara Brunei Darussalam.
- D. Contractors who are unable to submit quotation as required are requested to state their inability to quote by writing **“No Quote”** in the Quotation Form provided and to submit to the above address.
- E. Closing date for the submission of Quotation is on **Wednesday, 15 May 2024 before 2.00 p.m)**.
- F. The envelope containing the quotation shall **not** bear the name or address of the Contractor and shall have on its top the **quotation title** and **reference number** together with the **closing date and time** of the quotation.
- G. All prices are to be quoted inclusive of minimum **validity period** of **12 weeks (3 months)** from closing date of quotation.
- H. Please kindly submit a copy of the followings:-

- i. Company Registration Certificate
- ii. Certificate of Business Registration
- iii. MOD certificate
- iv. Certificate of Tax Compliance
- v. Tenderer's Integrity Declaration

Submitted	Not Applicable

Title : TERM CONTRACT FOR GRASS CUTTING AND GROUND MAINTENANCE AT MINISTRY OF FOREIGN AFFAIRS, JALAN PERAYAAN FOR A PERIOD OF SIX (6) MONTHS - 03/ASSET. MFA/2024

**GENERAL CONDITIONS:**

**A. Scope of work**

The work involves maintenance upkeep of existing lawns, flowerbeds, hedges, plants, flowerpots, jungle cutting, removal of dry leaves, unwanted grass, branches of fallen trees and dressing etc. at Ministry of Foreign Affairs, Jalan Perayaan.

The Contractor shall provide everything deemed necessary such as materials, labour, plant and equipment, supervision and transportation etc., for the proper execution of the works according to the true intent of the Specification and Schedule of Works. Any ambiguities shall be referred to the Superintending Officer (S.O) whose decision shall be final.

**B. Location of Site**

The site is situated at Ministry of Foreign Affairs, Jalan Perayaan. (Please refer to drawing attached together with this document).

**C. Validity of Quotation**

The submitted quotation should be valid for a period of **12 weeks** from closing date of quotation.

**D. Site Visit and Show-Around**

The Contractor shall be considered to have visited the site and shall have considered all relevant aspects of the works. Where show-around is organized and deemed necessary, all contractors must be present and attend the show-around. The ground areas are as shown on attached drawing and as directed by the S.O. The Government reserves the right to accept Quotations only from those Contractors who have visited the site.

**Site Visit**

**Date:** 9 May 2024 - Thursday

**Time:** 2.30pm

**Place:** Guard Post Gate A, Ministry of Foreign Affairs, Jalan Perayaan Old Airport, Berakas

Contact Person: Suhara / Masehi

Telephone no: 238 3374 ext 1009 / 1811

Email: bahagianaset@mfa.gov.bn

**E. Working Hours**

All workers are required to be on site during the normal working hours as follows:-

Monday to Saturday (Except Public Holidays and bulan Ramadhan) : 7.00 am to 5.00 pm

**F. Contractors Supervisor**

The Contractor MUST provide one (1) experienced and competent, English or Malay speaking Supervisor. He/She shall maintain contact with the S.O or the Employer's representative. The Supervisor should maintain written records as required in showing the scheduled work completed each day and such records shall be made available for the S.O on demand, for inspection.

The Supervisor shall be deemed to have full authority of the Contractor, and any instructions given to the Supervisor by the S.O shall be deemed to the instructions given to the Contractor.

The Supervisor shall be stationed FULL TIME within the vicinity of the compound for the efficient supervision of and for the effective execution of the contract.

**G. Contractor's Staff**

The Contractor shall provide and employ skilled or semi-skilled workmen in numbers thereof as numerated in section to ensure the proper and efficient execution of the works. Such workmen

employed shall be in possession of the necessary work permits to allow them to work in Brunei Darussalam.

In the event of shortage of staff due to absenteeism/medical or annual leave, the Contractor shall take immediate steps to provide temporary replacement/s to comply with the specification and such replacement/s must be presented before the S.O (not later than two (2) hour after the commencement of any shift).

For failure to provide such replacement/s the Contractor shall be liable to pay liquidated damages in the scale shown hereunder:-

Failure to provide Amount of Damages Payable

- |      |                         |                                 |
|------|-------------------------|---------------------------------|
| (i)  | Supervisor              | - \$ 50 per supervisor per day. |
| (ii) | Grass cutter / Manpower | - \$ 30 per worker per day.     |

The amount of damages shall be deducted from the Contractor's bill for the current month, but not without prior notice to the Contractor. The Contractor shall before the commencement of the contract provide the S.O with a list showing the names and other particulars of the staff employed for the contract.

#### **H. Uniform for the Workmen**

The Contractor shall be required to provide the staff with an acceptable uniform. Each uniform provided should be distinct in color from the other workers employed by other organizations at the complex.

#### **I. Making Good Any Damages**

Any existing work damaged shall be made good at Contractor's own expense with materials and workmanship to match in every respect the surrounding work and shall be properly bonded therefore.

#### **J. Site Restrictions**

The contractor shall comply with all the regulations that might be imposed by the authorities concerned with regards to movements inside the compounds. The contractor shall be solely responsible to seeing that his men follow these regulations.

#### **K. Tidiness and Disturbance**

Throughout the progress of the works, the contractor shall maintain the site in a neat condition. Any spillage of building materials on the compound shall be cleaned immediately. The contractor shall ensure that materials and tools stored on site are kept safely. No claims for the loss of materials, tools etc., will be entertained.

#### **L. Defects Liability Period**

The defects liability period after the satisfactory completion of work shall be six (6) calendar months during which period defect shall be made good by the Contractor at his own expense.

#### **M. Clearing on Completion**

The contractor shall leave every part of the works included in this contract in a clean, sound and perfect condition, free from flaws, cracks and settlements what so ever on completion of the works.

## SCHEDULE OF PRICES

The Contractor shall supply all materials, labour, tools and everything deemed to carry out works as specified to the following. All measurement stated herein are meant to be rough guidance only. Contractors are advised to visit the site and verify all measurements before submitting the quotation.

No	Description	Qty	Unit	Rate	Amount
	<p><b><u>Maintenance Services</u></b></p> <p>i) The contractor shall employ and provide the required number of workmen specified below at working hours from 07:00 to 17:00 hours (except Public Holiday and bulan Ramadhan working hours) on Monday to Saturday inclusive of 1.5 hours break at any time.</p> <p>a) ONE (1) full time working Supervisor b) THREE (3) full time Gardeners / Workers (skilled &amp; semi-skilled)</p> <p>ii) All workmen employed shall be in possession of the necessary and valid work permits to allow them to work in this contract.</p>				
1.0	<p><b><u>Preliminaries</u></b></p> <p>Health, Safety and Environment requirements including company Workmen Compensation Insurances, Public Liability, Monthly attendance and work reports, staff uniforms, tools, equipment and Machinery, First-Aid kit, personal protective equipment (PPE) i.e. safety goggles, safety boots, safe handling gloves, face shields, etc.; safe access i.e. scaffoldings &amp; ladders, safety harnesses, etc.; safety signages i.e. "Caution Works in Progress", etc. as required and instruct by S.O.</p>	LS	LS		
2.0	<p><b><u>Grass Cutting Works</u></b></p> <p>i) The Contractor may, if required bring in &amp; engage extra &amp; additional workers / grass cutters for grass cutting works, in order for the contractor to ensure &amp; comply with the frequency &amp; timely completion of grass cutting works requirement of the contract.</p> <p>ii) The Contractor must ensure that the extra &amp; additional workers / grass cutters are from the Contractor's own &amp; registered company of workers / grass cutters &amp; as in accordance to the current prevailing labour laws and to comply with the safety requirement as specified in items under Preliminaries.</p>				
<b>Amount Carried Forward to Next Page</b>					

No	Description	Qty	Unit	Rate	Amount
<b>Amount Brought Forward from Previous Page</b>					
2.1	<p>To cut all grass areas including all &amp; within the land boundary lines &amp; at least &amp; between one (01) &amp; up to three (03) metres wide from, around &amp; along the outside of perimeter and boundary fencings, drains, road kerbs, etc. &amp; in accordance to the Superintending officer (S.O) instructions. Grass cutting is required to be done and completed according to work programme / schedule approved by S.O.</p> <p>All cut grass, trimmings, weeding, loose stones, litter and rubbish, etc. from the grass maintenance operation shall be collected from the site and shall be disposed off-site within 2 days.</p>	12	times		
3.0	<p><b><u>General Compound Cleaning Works / Services</u></b></p> <p>i) General compound cleaning services / works shall include to all open &amp; compound areas, grass covered, concrete, pathways, walkways, roadways, etc, including designated carpark areas, perimeter and storm drainage, etc.</p> <p>ii) All aprons &amp; open drains within the building lines inclusive of covered carparks, porches / foyers.</p> <p>iii) All compound, perimeter drain &amp; storm drainage are measured on-plan i.e. considered as flat surface areas.</p> <p>iv) Services / Works also include the followings:</p> <ul style="list-style-type: none"> <li>• Clearing of unwanted fallen trees &amp; fallen tree branches, etc</li> <li>• Clearing, washing &amp; removing all unwanted debris, mud, dead animals &amp; others</li> <li>• Sweeping and cleaning of compound road surfaces, pathways, sideways, driveways, kerbs and signage.</li> <li>• All means of clearing / cleaning works / services especially for fallen leaves, debris, litter, etc on generally flat surfaces, shall be carried out in an efficient manner i.e. by means of using blowers, etc.</li> </ul>				
3.1	<p>To clean, pick up, clear all litter, garbage, rubbish, refuse, dried &amp; fallen trees &amp; tree branches. etc. that found at designated site - within the land boundary line &amp; at least / between One (01) &amp; up to Three (03) metres wide from, around &amp; along the outside of perimeter and boundary fencings, drains, kerbs. Etc as directed by OIC. FREQUENCY: DAILY</p>	6	Months		
<b>Amount Carried Forward to Next Page</b>					

No	Description	Qty	Unit	Rate	Amount
<b>Amount Brought Forward from Previous Page</b>					
4.0	<b><u>General Landscape Maintenance Works</u></b> Watering, pruning and trimming, weeding and cultivation and supplying of fertilizers to existing garden areas.	6	Months		
5.0	<b><u>Clearing Works along the Existing Fence</u></b> (Provisional Item) To carry out clearing works along the existing fence of at least & between one (01) meter & up to three (03) metres wide (as directed by O.I.C) from the fence centre line, which include small trees (trunk girth less than 471mm / 150mm diameter), palms shrubs, groundcovers, etc with proper equipment and tools. All operation shall be made cleanly and safe manner. All stump, stem, branches, leaves, etc. cutting, trimming or pruned and rubbish during the operation shall be collected and cleared from the site and disposed of offsite expeditiously at Contractor's own expense.	1	Times		
6.0	<b><u>Pruning, Trimming / Cutting off Large Trees branches</u></b> (Provisional item) To carry out pruning and trimming / cutting off large trees branches for trees above 150mm diameter (> 471mm girth) trunk dimension, with proper machineries, equipment and tools such as chainsaw, axe, saws, scaffolding, ladders, hiab crane, tipper truck, etc.. All operation shall be made cleanly leaving no ragged edges, torn barks, or bruising and crushing of the stems. All stump, stem, branches, leaves, etc. cutting, trimming or pruned and rubbish during the operation shall be collected and cleared from the site and disposed of offsite expeditiously at Contractor's own expense.	10	Nos		
7.0	<b><u>Cut down large trees (Provisional Item)</u></b> To cut down large trees with proper machineries, equipments and tools such as chainsaw, axe, saws, scaffolding, ladders, hiab crane, tipper truck, etc. All operation shall be made cleanly leaving no ragged edges, torn barks, or bruising and crushing of the stems. All stump, stem, branches, leaves, etc. shall be collected and cleared from the site and disposed of offsite expeditiously at Contractor's own expense.				
7.1	between 150mm to 300mm diameter	2	Nos		
7.2	above 301mm diameter (942mm girth)	1	Nos		
<b>Total Amount Carried to Quotation Form</b>					

ASSET MANAGEMENT SECTION,  
MINISTRY OF FOREIGN AFFAIRS,

QUOTATION FORM

Title : TERM CONTRACT FOR GRASS CUTTING AND GROUND MAINTENANCE AT  
MINISTRY OF FOREIGN AFFAIRS, JALAN PERAYAAN FOR A PERIOD OF SIX (6)  
MONTHS - 03/ASSET. MFA/2024

- I/We the undersigned having read and fully understood the instruction and specification regarding the above and willing to perform the works for a **total sum** of :-

Brunei Dollars : \_\_\_\_\_  
\_\_\_\_\_ (B\$ \_\_\_\_\_)

- I / We agree to supply and deliver the above in \_\_\_\_\_ (\_\_\_\_) days. This period making allowances for all possible causes of delay which can reasonably foresee and not merely representing the number of working days required.

Name and Signature :	
Position in Company :	
Name of Company :	
Company's Stamp / Chop :	
Address :	
Telephone & Fax No. :	
Email :	
Date :	

Location of Site





# 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 work.
- 1.1.2 To provide all information and facilities stated in this contract to enable the Contractor to do his work.
- 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 insurances referred to in 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 timeframes and completion 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 them.
- 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

- 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 or job orders.
- 1.3.3 The Contractor must comply with all instructions, certifications and job orders issued by the Contract Administrator.
- 1.3.4 The Contract Administrator may arrange others to complete the Works if the Contractor fails to comply with Clause 1.3.3, and the Contractor shall pay for all extra costs incurred.

## 2.0 QUALITY, HEALTH AND SAFETY

### 2.1 Quality

- 2.1.1 The Contractor must do his work 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 must inform the Contractor of the shortfall(s). 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) after the Contract Administrator confirms the Works is complete as provided in the completion clause.

### 2.2 Variations to Work

- 2.2.1 The Contract Administrator can issue instructions to vary the Works to be done.
- 2.2.2 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 certificate clause.
- 2.2.3 The Contract Administrator must value the variation work using the Summary of Works rates. If there are no Summary of Works rates then using schedule of rates or if neither are available using fair market rates.
- 2.2.4 This shall be done in a written certificate clearly identified as Variation Order Certificate.

### 2.3 Health and Safety

- 2.3.1 The Contractor must keep the site clean and safe at all times.
- 2.3.2 The Contractor must comply with all laws and regulations relating to Health and Safety 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.
- 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 deadlines 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 work to be done.
  - 3.2.2 If any Completion Date is affected the Contract Administrator must adjust the Completion Date.
  - 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 completes all the Works, he may inform the Contract Administrator stating he has completed.
  - 3.3.2 The Contract Administrator must decide when the Works was 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) 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 within any deadline 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 and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completes the Works.
- 4.0 PAYMENT CERTIFICATION
- 4.1 Claims and Payment Certificate
- 4.1.1 The Contractor must submit a claim for the Works done before payment certificate can be issued.
- 4.2 Contents of Payment Certificate:
- 4.2.1 The payment certificate must include the following:
    - 4.2.2 Add the following:
      - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates or 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.
    - 4.2.3 Deduct the following:
      - (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually practically completes the Works.
      - (b) The value of any shortfall(s) due to work 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) as stated in the Appendix.
      - (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 work that is not done according to this contract and any other breach of contract by the Contractor identified by the Contract Administrator.
    - 4.2.4 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.
    - 4.2.5 The Contract Administrator may deduct any monies owed by the Contractor to the Government under this or any contract from the Contractor's payments.

## 5.0 TERMINATION OF CONTRACT

### 5.1 If the Contractor:

- (a) Suspends the Works before completion without any reasonable cause;
- (b) Fails to proceed with the Works within the time stated in the Contract Administrator's instructions;
- (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.

### 5.2 If the Contractor:

- (a) Becomes bankrupt; or
- (b) Goes into liquidation; or
- (c) Is guilty of any offence under the Prevention of Corruption Act (Chapter 131) or an offence under sections 161 to 165 or 213 to 215 of the penal code (Chapter 22).

this Contract is terminated by a written notice.

### 5.3 In either (5.1) or (5.2) above, the Contract Administrator may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

## 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.), Asset Management Section, Ministry of Foreign Affairs. 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) The Quotation Form **MUST 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.
  - (d) 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. 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.

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

3.
  - (a) Quotations 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 Quotation not being delivered by hand, the tenderer must arrange for his / her quotation 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 Quotation.

Quotations shall remain valid for **12 weeks** from closing date and no tenderer may withdraw his/her quotation within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the quotation validity period shall have the written consent of the tenderers.

4. The Government does not bind itself to accept the lowest and/or any quotation and no reason will be given for rejecting any quotation thereof.
5. Every correspondence to be given to a tenderer may be posted to the tenderer's address in the quotation and such posting shall be deemed good and legally binding in service of such correspondence.
6. The quotation shall be made on the basis of the rates in the quotation documents being firm and not subject to any adjustment with variations in quantities.
7. The quotation fee shall be **B\$ 0.00** \* .
8. No unauthorized alteration in the quotation documents is allowed, or the quotation may be rejected. Any errors are to be struck off and initialed.
9. Non-compliance with the above terms and conditions in any respect may render the quotation liable to be rejected.

The completed quotation documents are to be lodged on or before 2.00 PM on 15 MAY 2024 in a sealed enveloped addressed to :-

### QUOTATION BOX (PETI SEBUTHARGA)

Ministry of Foreign Affairs,  
Ground Floor, Main Hall Lobby Foyer,  
International Convention Centre, Berakas,  
Negara Brunei Darussalam

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

Quotation No. : 03/ASSET. MFA/2024 Quotation Closing Date : 15 MAY 2024

Title : TERM CONTRACT FOR GRASS CUTTING AND GROUND MAINTENANCE AT MINISTRY OF FOREIGN AFFAIRS, JALAN PERAYAAN FOR A PERIOD OF SIX (6) MONTHS.



**PENAKUAN 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 <i>Brunei Identity Card No. &amp; Colour/International Passport No.</i>	Tandatangan Signature

Beralamat/Address:

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dengan ini membuat PENAKUAN 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*

\_\_\_\_\_

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(atau / or)

<sup>ii</sup>adalah pemegang saham dalam sebuah Syarikat yang bernama  
*a shareholder in a Company,*

\_\_\_\_\_, dengan alamat berdaftar di / *having its registered*  
*address at*

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

2. <sup>iii</sup>Saya/Kami **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. <sup>iv</sup>Saya/Kami **tidak memiliki Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat lain;** (sila lihat nota 3 dan 4 dibawah dan potong jika tidak berkenaan).  
*I/We do not own any other firm(s)/ Company(ies); (see notes 3 and 4 below and delete where appropriate).*

4. <sup>v</sup>Saya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) yang dinyatakan dalam Lampiran I.**  
*I/We also the 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 selaku pemilik berdaftar/pengurus/pengarah firma/syarikat \_\_\_\_\_ dengan alamat perniagaan di \_\_\_\_\_ telah menghadapkan Tawaran untuk projek yang disebutkan di atas, dengan ini membuat pengakuan seperti berikut:

*I/We as the registered owner(s)/manager/director of the firm/company \_\_\_\_\_ with address of business at \_\_\_\_\_ have submitted a Tender Proposal for the above mentioned project, hereby make the following declaration:*

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;*

- b. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa berpakat sulit dengan firma (firma-firma)/syarikat (syarikat-syarikat) lain atau dengan sesiapa dalam menghadapi tawaran untuk projek yang disebutkan di atas adalah suatu kesalahan di bawah Perintah Persaingan 2015.  
*that I/We or any person representing my/our firm/company understand that colluding with other firm (s)/company (ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project is an offence under the Competition Order 2015.*
- c. bahawa saya/kami tidak berpakat sulit dengan firma (firma-firma)/syarikat (syarikat-syarikat) atau dengan sesiapa dalam menghadapi tawaran untuk projek yang disebutkan di atas, dan penyertaan/penglibatan firma/syarikat saya/kami dalam Tawaran untuk projek yang disebutkan di atas adalah secara adil dan telus.  
*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, and my/our firm/company's participation/involvement in the Tender Proposal for the above mentioned project is fair and transparent.*
- d. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami akan mematuhi Perintah Persaingan 2015.  
*that I/We or any person representing my/our firm/company will comply with the Competition Order 2015.*
- e. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa agensi perolehan boleh melaporkan amalan berpakat sulit yang disyaki kepada Suruhanjaya Persaingan Brunei Darussalam dan memberikan kepada Suruhanjaya Persaingan Brunei Darussalam mana-mana maklumat yang berkaitan, termasuk tetapi tidak terhad kepada maklumat mengenai tawaran untuk projek yang disebutkan di atas dan maklumat peribadi.  
*that I/We or any person representing my/our firm/company understand that procurement agency may report suspected collusion conduct to the Competition Commission Brunei Darussalam and provide the Competition Commission Brunei Darussalam with any relevant information, including but not limited to information on our Tender Proposal for the above mentioned project or personal information.*
- f. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa sebarang pelanggaran ke atas Perintah Persaingan 2015 boleh dikenakan penalti kewangan tidak melebihi 10 peratus dari perolehan pemiagaan perusahaan di Negara Brunei Darussalam untuk tempoh maksimum 3 tahun menurut bab 42(4) di dalam Perintah berkenaan.  
*that I/We or any person representing my/our firm/company understand that any infringement to the Competition Order 2015 may be imposed with financial penalty of up to 10 percent of business turnover for maximum of 3 years in pursuant to section 42(4) of the Order.*
6. <sup>vi</sup>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 (Penggali 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggali 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)

<sup>i</sup> Masukkan disini jika orang yang membuat pengakuan adalah pemilik atau adalah seorang pemilik berdaftar Syarikat atau Nama Perniagaan

*Fill in here if an Owner of a Business Name*

<sup>ii</sup> Masukkan disini jika orang yang membuat pengakuan adalah pemegang saham dalam sebuah Syarikat (Sdn Bhd)

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

<sup>iii</sup> Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja

*To be fill by Limited or Private Limited Company only*

<sup>iv</sup> Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain

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

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

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

<sup>vi</sup> Potong perenggan 2 jika orang yang membuat pengakuan adalah pemilik atau pemegang saham dalam Firma-Firma / Syarikat-Syarikat lain

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

<sup>vii</sup> Potong Perenggan yang tidak berkenaan

*Delete where inapplicable*

<sup>viii</sup> *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 menghadapkan senarai Firma (Firma-Firma) yang saya/kami menjadi pemiliknya seperti berikut:

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

No	Nama / Name	Firma / Firm
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

Pursuant to paragraph 3 of the above declaration, I/We submit the following list of Company(ies) which I/We a shareholder of:

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

Bab 177 Kanun Hukuman Jenayah (Penggag 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 (Penggag 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.

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*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 (Penggag 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 (Penggag 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 (Penggag 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 (Penggag 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 (Penggag 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,

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*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*

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*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.*

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