



**MINISTRY OF FOREIGN AFFAIRS**

**Tender Reference: MFA/ICC/LMS/06/2022**

**LANDSCAPE MAINTENANCE SERVICES  
FOR INTERNATIONAL CONVENTION  
CENTRE, BERAKAS  
MINISTRY OF FOREIGN AFFAIRS  
FOR A PERIOD OF THREE (3) YEARS**

**M.O.D REGISTERED CONTRACTORS**

**CATEGORY KPB 12**

Prepared by

ICC MANAGEMENT  
INTERNATIONAL CONVENTION CENTRE, BERAKAS  
MINISTRY OF FOREIGN AFFAIRS

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**LANDSCAPE MAINTENANCE SERVICES  
FOR INTERNATIONAL CONVENTION CENTRE, BERAKAS.  
MINISTRY OF FOREIGN AFFAIRS.  
FOR A PERIOD OF THREE (3) YEARS**

**BILANGAN TAWARAN: MFA/ICC/LMS/06/2022**

**PERINGATAN:**

Sila sertakan salinan dokumen – dokumen seperti berikut:

1. Sijil Pendaftaran Perniagaan Akta 16 & 17
2. Sijil Penubuhan Syarikat dan Pemegang Saham "Sdn. Bhd."
3. Salinan Kad Pengenalan Pemilik Syarikat dan Pemegang Saham
4. Sijil Pendaftaran Kontraktor Bagi Tawaran Projek Kerajaan.
5. Lesen Pembina ABCI
6. Sijil Pematuhan Cukai
7. Maklumat Tabung Amanah Pekerja
8. Struktur Organisasi Syarikat
9. Sekiranya Borang Tawaran adalah ditandatangani oleh orang selain daripada Pengarah, Pemegang Saham atau Pemilik Syarikat, surat yang diberi kuasa kepada Penandatangan mestilah disertakan dengan menyatakan jawatan dalam syarikat.
10. **SETIAP PEMEGANG SAHAM** hendaklah mengisi dan menandatangani borang Pengakuan Integriti Penender "Tenderer's Integrity Declaration Form" dan Senarai Pemilik Syarikat.

Syarat ini mestilah dipatuhi sebelum tawaran dapat dipertimbangkan.

## MINISTRY OF FOREIGN AFFAIRS

PROJECT: **LANDSCAPE MAINTENANCE SERVICES FOR INTERNATIONAL CONVENTION CENTRE, BERAKAS. MINISTRY OF FOREIGN AFFAIRS. FOR A PERIOD OF THREE (3) YEARS**

TENDER / PROJECT NO.: **MFA/ICC/LMS/06/2022**

### LIST OF CONTENTS

<u>GENERAL INDEX</u>	<u>PAGE</u>		
TENDER NOTICE	1	-	4
TENDER FORM	TF/1	-	TF/2
INSTRUCTION TO TENDERERS	IT/1	-	IT/7
TENDERER'S INTEGRITY DECLARATION	TD/1	-	TD/9
CONTRACT FORM & CONDITIONS OF CONTRACT	1	-	14
GENERAL SPECIFICATION	GS/1	-	GS/9
BILLS OF QUANTITIES/SUMMARY OF TENDER	ST/1	-	ST/7
APPENDIX	AP/1	-	AP/3
ADDITIONAL INFORMATION TO BE FILLED BY TENDERER	AI/1	-	AI/7

# **TENDER NOTICE**



**KEMENTERIAN HAL EHWAL LUAR NEGERI**

**MAKLUMAN PEMBERITAHUAN TAWARAN  
KEMENTERIAN HAL EHWAL LUAR NEGERI**

Tawaran dibukakan kepada Pemborong-Pemborong yang berdaftar bagi mengikuti Tawaran Projek Kerajaan Negara Brunei Darussalam didalam kelas III, IV & V serta mempunyai kategori kerja dalam perkhidmatan dan kepakaran dalam pemeliharaan landskap (KPB 12)

**Bilangan Tawaran:**  
**MFA/ICC/LMS/06/2022**

**Tajuk Tawaran:**  
**LANDSCAPE MAINTENANCE SERVICES FOR INTERNATIONAL CONVENTION CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS, FOR A PERIOD OF THREE (3) YEARS.**

**Kategori:**  
**KPB 12**

**Bayaran Tawaran:**  
**BND50.00**  
**(tidak dikembalikan)**

**Tarikh Tutup Tawaran:**  
**Selasa,**  
**30 Ogos 2022**  
**Jam 2.00 Petang**

## **SYARAT-SYARAT TAWARAN:**

1. Tawaran-tawaran hendaklah dihantar dalam sampul surat yang tertutup dengan menyatakan bilangan tajuk tawaran serta tarikh tutup tanpa menunjukkan identiti pemborong dan hendaklah dialamatkan kepada:

**Pengerusi  
Lembaga Tawaran Kecil  
Kementerian Hal Ehwal Luar Negeri  
Pusat Persidangan Antarabangsa, Berakas  
Bandar Seri Begawan  
BB3910  
Negara Brunei Darussalam**

dan dimasukkan ke dalam Peti Tawaran yang bertempat di lobi Persidangan Utama, Bangunan Pusat Persidangan Antarabangsa, Berakas tidak lewat jam 2.00 Petang, hari Selasa, 30 Ogos 2022.

2. Dokumen tawaran dan keterangan lanjut bolehlah dimuat turun dilaman sesawang Kementerian Hal Ehwal Luar Negeri [www.mfa.gov.bn](http://www.mfa.gov.bn) atau boleh diperolehi daripada **Pejabat Pengurusan Pusat Persidangan Antarabangsa, Berakas, Kementerian Hal Ehwal Luar Negeri** pada hari-hari bekerja iaitu Isnin hingga Khamis dan Sabtu bermula pada **01 Ogos 2022** dan tarikh akhir mengambil dokumen tawaran adalah pada **Isnin, 22 Ogos 2022, jam 3.00 petang.**
3. Pemborong / syarikat hendaklah terlebih dahulu untuk membaca, memahami dan meneliti kesemua kandungan skop kerja dan spesifikasi di dalam dokumen tawaran serta mengisi dengan lengkap dan teratur. Sebarang kesilapan dan kerugian disebabkan salah tafsir harga tidak akan dilayan selepas tawaran telah dibuka.
4. Bayaran Yuran Tawaran (tender fee) boleh dibuat secara dalam talian (online) melalui perkhidmatan BIBD Online Bill Payment atau pembayaran secara wang tunai di tingkat 1, Unit Kewangan, Pejabat Pengurusan Pusat Persidangan Antarabangsa, Berakas. Sila pastikan Resit Pembayaran Yuran Tawaran yang diterima adalah betul. **YURAN TAWARAN TIDAK AKAN DIKEMBALIKAN** kepada setiap penender sama ada berjaya atau tidak berjaya.

### **HARI DAN WAKTU PENERIMAAN BAYARAN YURAN / DOKUMEN TAWARAN**

**Isnin hingga Khamis  
8.30 Pagi hingga 11.30 Pagi  
2.00 Petang hingga 3.00 Petang**

**Sabtu  
8.30 Pagi hingga 10.30 Pagi**

5. Tatacara pembayaran yuran tawaran secara dalam talian (online) boleh dimuat turun dengan mengimbas QR Code seperti tertera di bawah.



QR Code  
Tatacara Pembayaran  
Bibd Online

Untuk sebarang pertanyaan sila hubungi ke Unit Pengurusan, Pusat Persidangan Antarabangsa, Berakas ditalian (673) 2380944, 2380953 pada waktu pejabat atau emel ke [iccfinance@mfa.gov.bn](mailto:iccfinance@mfa.gov.bn)

6. Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam tidak terikat untuk menerima tawaran yang paling rendah atau sebarang tawaran.
7. Pemborong-pemborong adalah dikehendaki untuk menyertakan maklumat seperti berikut bersama dokumen tawaran yang dihadapkan:
  - 7.1 Salinan Sijil Pendaftaran Perniagaan yang menyenaraikan butir-butir syarikat berkenaan seperti nama, nombor kad pengenalan, atau nombor passport pemilik.
  - 7.2 Salinan Sijil Pematuhan Cukai yang dikeluarkan oleh pihak Pemungut Cukai Pendapatan selaras dengan Bab 52(1) Akta Cukai Pendapatan Penggal 35 bagi syarikat-syarikat yang berdaftar di bawah Akta Syarikat-Syarikat Penggal 39.
  - 7.3 Salinan surat pengesahan pematuhan Akta Tabung Amanah Pekerja Penggal 167 dengan menyatakan rujukan pendaftaran dan caruman bagi setiap pekerja kontrak bergaji hari atau pekerja sementara.
  - 7.4 Salinan surat pengesahan syarikat-syarikat yang berdaftar di bawah Akta Syarikat-Syarikat Penggal 39 mengenai tarikh terakhir menghantar Penyata Tahunan (Annual Returns) kepada Pendaftar Syarikat-Syarikat termasuk tahun syarikat mengadakan 'Annual General Meeting'.
8. Pembekal yang menolak dan membatalkan tawaran atau kontrak setelah tutup tawaran akan dikenakan denda selaras dengan peraturan dan garis pandu yang diberikan oleh Lembaga Tawaran Negara.

# TENDER FORM

NO. VOTE / VOTE NO:	
NO TAWARAN / TENDER NO:	<b>MFA/ICC/LM/06/2022</b>
TARIKH TUTUP TAWARAN:	(30hb Ogos 2022 @ 2.00 Petang)
CLOSING DATE OF TENDER:	(30th August 2022 @ 2.00 pm)

DIBERIKAN KEPADA  
ISSUED TO

KELAS  
CLASS

TARIKH DAN TANDATANGAN RINGKAS  
DATE AND INITIALS

BIL. RESIT:  
RECEIPT No.:

**KEMENTERIAN HAL EHWAL LUAR NEGERI  
NEGARA BRUNEI DARUSSALAM**

**MINISTRY OF FOREIGN AFFAIRS  
BRUNEI DARUSSALAM**

**BORANG TAWARAN (TENDER FORM)**

TAWARAN UNTUK: **LANDSCAPE MAINTENANCE SERVICES FOR INTERNATIONAL  
TENDER FOR: CONVENTION CENTRE, BERAKAS. MINISTRY OF FOREIGN AFFAIRS.  
FOR A PERIOD OF THREE (3) YEARS"**

RUJUKAN BILANGAN TAWARAN: **MFA/ICC/LM/06/2022**  
TENDER REFERENCE NO:

1. Disini saya/kami yang menandatangani  
Herein I/We the undersigned  
di bawah menawarkan harga bagi pekerjaan di atas seperti berikut:-  
Tender price for the above works as follows:-

**JUMLAH :  
TOTAL :**

(Ringgit Brunei

2. Saya/Kami telah melihat penentuan projek (Specification) di atas dan juga tapak menganggap telah mempunyai fahaman yang nyata.  
I/We have seen the above project specification and the site and deemed to have a clear understanding.

3. Saya/Kami mengaku menyiapkan pekerjaan di atas dalam tempoh Tiga (3) tahun  
Tempoh ini adalah termasuk semua sebab kelambatan yang dapat diduga dan tempoh ini bukanlah menunjukkan bilangan hari bekerja yang dikehendaki.  
*I/We agree to complete the above works in Three (3) years This period making allowance for all possible causes of delay which can reasonably foreseen and not merely representing the number of working days required.*
4. Kegagalan yang mana Saya/Kami mengaku membayar denda dan menetapkan sebanyak B\$ bagi tiap-tiap satu hari pekerjaan yang masih belum siap. (Rujuk seksyen "Conditions of Contract", muka surat 11, Clause 30: Liquidated and Ascertained Damages)  
*Failing which I/We agree to pay liquidated and ascertains damages of B\$ for each day the works remain incomplete. (Refer to Conditions of Contract section, page 11, Clause 30: Liquidated Damages)*
5. \* (a) Saya/Kami dengan ini mengesahkan bahawa pekerja-pekerja yang didatangkan dari luar negeri tidak akan dikehendaki bagi pekerjaan diatas.  
\* (b) Nombor-nombor lesen pekerja-pekerja Saya/Kami yang didatangkan dari luar negeri ialah:- \_\_\_\_\_

My/Our immigrant labours licence number is : \_\_\_\_\_

KONTRAKTOR / CONTRACTOR : \_\_\_\_\_

KELAS / CLASS : \_\_\_\_\_

ALAMAT / ADDRESS : \_\_\_\_\_

E-MAIL : \_\_\_\_\_

TARIKH / DATE : \_\_\_\_\_

Sipenawar telah membayar wang )  
Taruhan yang dikehendaki lihat ) \_\_\_\_\_  
No. resit )

The tenderer has paid the )  
Required tender deposit vide ) \_\_\_\_\_  
Receipt no. )

*Potong yang mana tidak dikehendaki.  
Delete whichever is inapplicable.*

# **INSTRUCTION TO TENDERERS**

## **INSTRUCTION TO TENDERERS**

### **1.0 TENDER DOCUMENTS**

- 1.01 Tenderer will be provided with a set of Tender Document that consists of the following documents which shall form part of the contract upon the signing of the Government's Letter of Acceptance (Letter of Award):
- i) Tender Form
  - ii) Instruction to Tenderers
  - iii) Tenderer's Integrity Declaration
  - iv) Contract Form & Conditions of Contract
  - v) General Specification
  - vi) Summary of Tender
  - vii) Appendix
  - viii) Additional Information to be supplied by Tenderers
- 1.02 Detailed tender documents can be obtained from the **ICC Management Office, 1<sup>st</sup> Floor, International Convention Centre, Berakas, Ministry of Foreign Affairs** upon payment of **B\$50.00 (non refundable)**.
- 1.03 The payment for documents shall be made through BIBD Online payment or in cash at Finance Section, **ICC Management Office, 1<sup>st</sup> Floor, International Convention Centre, Berakas, Ministry of Foreign Affairs**.
- 1.04 Date of final collection of the tender document is on **Monday, 22<sup>nd</sup> August 2022, at 11.00am**.

### **2.0 SUBMISSION OF TENDER**

- 2.01 Tenderers are to submit a set of Tender Document duly completed including appendices and requested information in a sealed envelope marked.

TENDER NO. : **MFA/ICC/LMS/06/2022**

TENDER FOR : **LANDSCAPE MAINTENANCE SERVICES FOR INTERNATIONAL CONVENTION CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS FOR A PERIOD OF THREE (3) YEARS.**

TO : **THE CHAIRMAN  
MINI TENDER BOARD  
MINISTRY OF FOREIGN AFFAIRS  
PUSAT PERSIDANGAN ANTARABANGSA, BERAKAS  
BANDAR SERI BEGAWAN, BB3910  
BRUNEI DARUSSALAM**

Not later than **2:00 pm on Tuesday 30<sup>th</sup> August 2022**

- 2.02 In the case of a tender not being delivered by hand, the tenderer must arrange for his tender and documents to be posted in time to reach the stipulated place by not later than the time stated.
- 2.03 Any tender delivered after the stipulated time, from whatever cause arising will not be considered.
- 2.04 In no case will the Government be responsible for any expense or loss incurred by a tenderer in the preparation of this tender.
- 2.05 For the ORIGINAL, all pages of the Tender must bear the official seal or rubber stamp of the Tenderer and initialled by the Tenderer's authorised representative.
- 2.06 All price schedules must be written clearly, bear the official seal or rubber stamp of the Tenderer and signed by a duly authorised agent or officer of the Tenderer.
- 2.07 All corrections or cancellations will not be accepted unless such corrections or cancellations are initialled by the Tenderer.
- 2.08 All documents and materials must be submitted at the same time. Materials such as published articles, brochures and pamphlets submitted with the Tender must be stamped with the name of the Tenderer and securely packaged with the Tender.
- 2.09 Submission of Tender by telex, telegram or facsimile is **not** permitted.

### **3.0 VALIDITY OF TENDER**

Tender shall remain valid for One Hundred and Eighty (180) days from the final date for submission of tender and no Tenderer may withdraw his Tender within that period. On expiry of the offer, the Tenderer shall, if Employer so requires, extend the validity of the offer, for a further period of one hundred twenty (120) calendar days from the date of expiry.

### **4.0 ADDENDA**

Prior to date of submission of the Tenders, Councils of State Department may issue Addenda to clarify or modify the Tender Documents. A copy of each Addendum will be issued to every Tenderer and shall become part of the Tender Documents. Receipt of each acknowledge on the form issued with the Addendum.

### **5.0 NOTICE**

Every notice to be given to a Tenderer may be posted to the Tenderers address given in the Tender Documents and such posting shall be deemed good service of such notice.

### **6.0 SITE VISIT**

6.01 The Tenderer shall visit the site while preparing this Tender to ascertain himself the extent to the works involved and the nature of working conditions and make himself through acquainted with any site restrictions, obstruction and all other details liable to affect his tender, and the Tenderer shall deem to have allowed for the same in this

Tender Amount. Any claim for extra payment and adjustment of contract price for the unexpected additional costs due to ignorance of the site conditions will strictly be rejected and not entertained.

- 6.02 In order to provide consistent advice and clarification to all parties at the same time, a "site visit" session may be held for all potential Tenderers. The venue, date and time of the session will be confirmed by the Government. Contact person for the arrangement of the site visit will be:

*Arifin bin Haji Zania*  
*Ketua Pengurus Pusat Persdiangan*  
*International Convention Centre, Berakas*  
*Telephone no: 2380953*  
*Email: arifin.zania@mfa.gov.bn*  
*Or*  
*Md. Wafi Hidayat bin Haji Amir Hidayat*  
*Pengurus Pusat Persidangan*  
*International Convention Centre, Berakas*  
*Telephone no: 2380953*  
*Email: wafi.amir@mfa.gov.bn*

#### **7.0 IMPORT DUTY, TAX AND TARRIF**

- 7.01 The Tenderer shall thoroughly acquaint himself with the regulations/requirements/details of Customs Restrictions. Quotes and Duties and shall be deemed to have allowed in his tender for all such financial obligations and contingencies that he may incur in the execution of the Contract.
- 7.02 No claims for extras will be entertained should any materials, tools and equipment, etc. are banned from import or subject to restrictions, quotas and increase in duties during the duration of the Contract.

#### **8.0 TENDERS TO BE ON FIRM PRICE BASIS**

- 8.01 The Tender shall be made and awarded on the basis of the rates and prices in the Tender Documents being firm and not subjected to any fluctuation in wage rates, prices of materials, plants and equipment, fuel and transport, duties, tariffs, taxes or any other costs.
- 8.02 Payments shall be based on the actual quantities expended and the firm rates entered subject to any adjustment based on **Clause 12** herein below.

#### **9.0 TENDERERS RESPONSIBILITIES**

- 9.01 Each Tenderer is held to have checked all pages as started in the Contents of Tender Documents and is to refer to the *Department of Councils of State* for any missing pages, drawing or duplication.

For any missing pages found out after the tender submission, the cost of the relevant items shall be deemed to have been included in the total tender sum quoted in the Form

of Tender, and the necessary adjustment will be made according to **Clause 12** herein below.

- 9.02 Should the Tenderer find any discrepancies, errors or omissions in the Tender Documents or have any doubts about the meaning of any parts/contents of the Tender Document prior to the submission of his Tender, he shall notify the *Department of Councils of State* in writing thereof not later than 3 days before the Closing Date of this Tenders.
- 9.03 No alteration or qualifications of any kind what so ever may be made by Tenderer to the text of the Bills of Quantities. Any alteration or qualification made by the Tenderer will be ignored and the original text will be rigidly adhered to.
- 9.04 Any unauthorized condition, limitation or provision attached to the Tender or in any covering letter will be ignored and may result in the rejection of the Tender.

#### **10.0 TENDER PRICES AND AMENDMENT AND TEXTUAL INPUT**

- 10.01 All prices shall be done clearly and shall be in Brunei Dollars.
- 10.02 Any amendment of prices shall be made by duly crossing out the original figures and writing the amended figures above or adjacent to the original figures. All amendment made shall be duly signed by the Tenderer.
- 10.03 All blank spaces provided in the Form of Tender, Bills of Quantities and Forms of the Appendices that require the textual input from the Tenderer shall be filled in with text in Malay or English language.

#### **11.0 RATES AND PRICES**

- 11.01 The rates set down against item in the Tender Document, unless expressly provided to the contrary, shall be deemed to include for the supply of materials including cutting and waste, loading, unloading, storage, packing, carriage, hoisting, all labour for fabricating, setting, fitting and fixing in position use of plant, supervision, establishment charges, duty, profit and any other expenses and everything else necessary for the due and proper completion of each item.
- 11.02 This is a fixed price tender and the Contractor shall not be entitled to any claim such as fluctuation in prices, currency charges, taxation, labour costs, plant and equipment, fuel and transport whatsoever during the currency of the contract.
- 11.03 Preliminary items included hereunder apply to the whole of the works contained in this document and the Tenderer must allow for complying with same for any cost incurred in connection therewith.
- 11.04 Where the quantities of any part of the works are stated as "PROVISIONAL" in the Bills of Quantities, such quantities are the estimated quantities of the said part and they are not be taken as the actual and correct quantities of work to be executed by the contractor in

fulfillment of his obligations under the contract. The amount to be paid to the Contractor in respect of the said part of the Works shall be ascertained by re-measurement and valuation of the work as they are actually executed, in accordance with Clause 12 of the General conditions of Contract (with/without Quantities)

- 11.05 The value of any items which are not priced or have dashes or other suitable marks inserted in the cash columns will be deemed to be of no value or have been allowed for in the prices of other items elsewhere in the Tender. No claim for payment in respect of unpriced item will be admitted (except when appropriate price/amount is given under the correction and adjustment exercise carried out as per the provision of **Clause 12**. However, any omission or reduction, due to whatever reasons, in quantity and or quality of any unpriced cost items including those with the amount marked as NIL of INCLUDED shall cause the contract sum to be appropriately reduced.
- 11.06 Lumps sums are not to be given when unit rates are applicable. Group of items are not to be bracketed together and a lump sum given.
- 11.07 The Tenderers shall take their own measurement where work item is billed as Lump Sum". Any approximate quantities given shall serve as a rough guide on the scope of works and the Tenderers are advised to take their own measurement. The Government is not responsible in any way if the approximate quantities given deviates substantially from the correct quantities. No claim for losses or expenses shall be entertained by the Government if the Tenderers suffered through reliance on the indicative quantities.

## **12.0 ARITHMETICAL AND RATE ERRORS**

- 12.01 Should the Tenderer make any errors in his extensions and/or in carrying forward to the Grand Summary, omissions in the tender rates or any obvious pricing errors, such errors shall before the signing of Contract be so rectified and adjusted that when correctly calculated, the total to the Grand Summary shall represent the same amount as that declared by Tenderer in the Form of Tender.
- 12.02 Any difference between the Total Amount as Tendered in the Form of Tender and the Total Amount as Corrected (total amount after the correction of arithmetical and rate errors) shall be adjusted and treated as follows:

- (i) Percentage Adjustment of Errors will be calculated using the formula below:

$$\frac{(As\ Tendered\ Total\ Amount - As\ Corrected\ Total\ Amount)}{As\ Corrected\ Total\ Amount - (Provisional\ Sum + P.C.\ Sum)} \times 100$$

- (ii) For the purposes of payments and pricing of Variations, all unit rates throughout the Bills of Quantities shall be subjected to such percentage discount or premium as the case may be.
- (iii) Provisional and Prime Cost Sums shall be excluded from the calculations and shall not be subjected to such percentage discount or premium.

12.03 Tenderers are advised that rates (including prices of Preliminary items) inserted in the Tender must correctly reflect the cost of the works/items. If during evaluation of Tenders, rates are found (in the S.O's opinion) to be unrealistically high or low, the Tender may be rejected or if considered for acceptance and at any time before signing of contract, the S.O may request the Tenderer to agree to revise the relevant prices in order to provide a more equitable distribution of costs. In the event of disagreement on the correction /revision of prices carried out after tender award, the S.O shall have the final say and fix the new prices which in his opinion reasonable and proper. After any such revisions, the Tenderer's prices in the Bills of Quantities shall be adjusted in accordance with **Clauses 12.01 and 12.02**.

12.04 Notwithstanding the provisions under **Clauses 12.01-12.03** above, the errors that results in the As Corrected Total Amount to be smaller than the As Tendered Total Amount may not necessarily be adjusted and treated as per the said clauses. The Government reserves the right to obtain the Tenderer's agreement for the Tender Sum to be reduced. If the Government opts to exercise this right, the Tenderer will be required to confirm in writing that he is willing to accept the lower corrected amount as the valid tender sum.

### **13.0 REDUCTION IN SCOPE OF WORKS**

After the submission of the Tender, but before the award of the Contract, the Tenderer may be required to agree to a reduction scope of works and a corresponding reduction in the tender price. The reduction in scope of works may include the P.C. Items and Provisional Sums including Contingency.

The Corresponding reduction in the price of the Preliminaries shall be such that it is proportional to the net reduction of the value of work (including any reduction of P.C Sums, Provisional Sums and Contingencies) divided by the original total tender price less the original price of the preliminaries) The formula for reduction on preliminaries is:

$$\text{Original Total Preliminaries} \times \frac{\text{(Value of Reduction In Scope of Works including any reduction in P.C. Sums \& Provisional Sums)}}{\text{(Original Total Quotation or Original Tender Sum – Original Total Preliminaries)}}$$

### **14.0 AUTHORISED SIGNATORIES**

14.01 Attestation of the "Form of Tender", together with all appendices thereto and the "Final Summary" to the Bills of Quantities shall only be signed by the Chairman, Managing Director, Partner, Sole Proprietor, or whoever are the authorized signatories of the Company. In the case of authorized signatories, Letter of Authorisation shall be submitted with the Tender.

Such signature shall acknowledge that all details, prices and other particulars submitted with this tender have been checked, discussed, verified and agreed with him.

14.02 Tenderer's shall submit with their Tender a copy of the latest "Contractors Registration Certificate" "Business Name Act Section 16 and 17" and "Particulars of Directors or Managers and of Any Changes Therein", where applicable.

Tenders shall also ensure that name (s) stated in the aforesaid documents together with that in the Tenderer's company Seal shall be the same as that stated in the "Contractors Registration Certificate". Noncompliance with this condition shall render the Tender liable to rejection.

**15.0 REGISTRATION**

The Company / Contractor shall be registered with the Legal Department, the Ministry of Development and any other Authorities that are necessary for the purpose of carrying out business / project in Brunei Darussalam. All relevant documents and copy of certificate should be submitted together with the Tender.

**16.0 ACCEPTANCE OR REJECTION OF TENDER**

16.01 Award of this Contract shall not be based on financial aspects but consideration shall be made on organizational, programming and technical competence as demonstrated by the Tenderers in their overall Tender Submission.

16.02 The Government does not bind itself to accept the lowest Tender and no reason will be given for rejecting any Tender.

16.03 It is the successful Tenderers responsibility to ensure that he complies with the current Government Regulations in force.

16.04 Notification of the award with an instruction to proceed shall be by an official letter of confirmation.

**TENDERER'S  
INTEGRITY  
DECLARATION**



**PENAKUAN INTEGRITI PENENDER**  
**TENDERER'S INTEGRITY DECLARATION**

Rujukan Tawaran <i>Tender Reference</i>	<b>MFA/ICC/LMS/06/2022</b>
Tajuk <i>Title</i>	<b>LANDSCAPE MAINTENANCE SERVICES FOR INTERNATIONAL CONVENTION CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS. FOR A PERIOD OF THREE (3) YEARS.</b>
Kementerian / Jabatan <i>Ministry / Department</i>	<b>KEMENTERIAN HAL EHWAL LUAR NEGERI</b>

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

<b>Bil. No.</b>	<b>Nama Name</b>	<b>No. Kad Pengenalan Brunei &amp; Warna/ No. Pasport Antarabangsa Brunei Identity Card No. &amp; Colour/International Passport No.</b>	<b>Tandatangan Signature</b>

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 \_\_\_\_\_

(atau / or)

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

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

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

2. <sup>ll</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>lv</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>ly</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 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. <sup>v</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 (Penggai 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggai 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)***

<sup>vii</sup>**(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

*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 (Penggali 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 (Penggali 22 Undang-Undang Negara Brunei Darussalam)  
*Section 182 of the Penal Code (Cap 22 of the Laws of Brunei)*

182. Barang siapa memberi kepada seseorang penjawat awam apa-apa maklumat yang diketahui atau dipercayai sebagai palsu, dengan maksud menyebabkan, atau dengan mengetahui bahawa kemungkinan akan menyebabkan penjawat awam tersebut:-

*Whoever gives to any public servant any information which he knows or believes to be false, intending thereby to cause, or knowing it likely that he will thereby cause, such public servant:-*

- (a) melakukan atau meninggalkan apa-apa perkara yang penjawat awam itu seharusnya tidak melakukan atau tidak meninggalkan sekiranya keadaan yang sebenar, berkenaan dengan hal yang dimaklumkan itu, telah diketahui; atau  
*to do or omit anything which such public servant ought not do or omit if the true state of facts respecting which such information is given were known by him; or*

- (b) menggunakan kuasanya yang sah disisi undang-undang yang mendatangkan kecederaan atau gangguan kepada seseorang.  
*to use the lawful power of such public officer to the injury or annoyance of any person.*

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

Bab 6(b) Akta Pencegahan Rasuah (Penggali 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 forbome 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 (Penggali 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 (Penggali 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 (Penggali 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 (Penggali 22 Undang-Undang Negara Brunei Darussalam)  
*Section 161 of the Penal Code (Cap 22 of the Laws of Brunei)*

161. Barangsiapa, yang menjadi atau menjangka akan menjadi seorang penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, daripada seseorang, untuk dirinya atau untuk seseorang lain, apa-apa jua suapan, kecuali bayaran di sisi undang-undang, sebagai suatu galakan atau hadiah bagi melakukan atau supaya jangan melakukan apa-apa perbuatan rasmi, atau bagi memberi atau supaya jangan memberi, kemudahan atau kepayahan kepada seseorang, atau bagi memberi atau mencuba memberi apa-apa perkhidmatan atau halangan

kepada seseorang, pada menjalankan kerja-kerja rasminya, dengan Kerajaan atau dengan seseorang penjawat awam,  
*Whoever, being or expecting to be a public servant, accepts or obtains, or agrees to accept, or attempts to obtain from any person, for himself or for any other person, any gratification whatever, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act, or for showing or forbearing to show in the exercise of his official functions, favour or disfavour to any person, or for rendering or attempting to render any service or disservice to any person, with Government, or with any public servant as such,*

hendaklah dihukum dengan penjara selama tempoh yang boleh sampai tujuh tahun dan denda.  
*shall be punished with imprisonment for a term which may extend to 7 years and with fine.*

Bab 162 Kanun Hukuman Jenayah (Penggalt 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 (Penggalt 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 (Penggalt 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 (Penggalt 22 Undang-Undang Negara Brunei Darussalam)  
*Section 165 of the Penal Code (Cap 22 of the Laws of Brunei)*

165. Barang siapa yang menjadi penjawat awam, menerima atau mendapat, atau bersetuju menerima atau mencuba mendapat, untuk dirinya atau untuk seseorang lain, sesuatu benda yang berharga, dengan tiada balasan atau dengan suatu balasan yang ia ketahui tidak mencukupi, daripada seseorang yang ia ketahui telah, atau sedang, atau mungkin ada kena mengena dalam apa-apa pembicaraan atau urusan yang telah dijalankan, atau yang akan dijalankan, oleh penjawat awam itu, atau yang ada apa-apa perhubungan dengan kerja-kerja rasminya sendiri atau dengan kerja-kerja rasmi seorang penjawat awam yang di bawahnya ia bekerja, atau daripada seseorang yang ia ketahui sebagai ada kepentingan atau bersangkutan dengan orang yang ada kena mengena demikian itu,  
*Whoever, being a public servant, accepts or obtains, or agrees to accept or attempts to obtain, for himself or for any other person, any valuable thing, without consideration, or for a consideration which he knows to be inadequate, from any person whom he knows to have been, or to be, or to be likely to be concerned in any proceeding or*

*business transacted or about to be transacted by such public servant, or having any connection with the official functions of himself or of any public servant to whom he is subordinate, or from any person whom he knows to be interested in or related to the person so concerned,*

hendaklah dihukum dengan penjara tidak melebihi 7 tahun dan denda.  
*shall be punished with imprisonment for a term which may extend to 7 years and with fine.*

Bab 109 Kanun Hukuman Jenayah (Panggal 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 (Panggal 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 (Panggal 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 undnag-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 (Panggal 83 Undang-Undang Negara Brunei Darussalam)  
*Regulation 12(a) from Regulation 12 of Public Officers (Conduct and Discipline) Regulations, Public Service Commission Act (Chapter 83 of the Laws of Brunei)*

12(a) Pegawai-Pegawai dan keluarga-keluarga mereka adalah ditegah daripada menerima hadiah-hadiah (selain daripada hadiah-hadiah daripada sahabat-sahabatnya sendiri atau waris-waris) samada yang berupa wang, barang-barang, tambang-tambang percuma atau faedah-faedah yang lain, dan daripada memberi hadiah-hadiah yang sedemikian.  
*Officers and their families are prohibited from receiving presents (other than gifts of personal friends or relatives) whether in the shape of money, goods, free passages or other pecuniary benefits, and from giving such presents.*

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

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

**CONTRACT FORM  
& CONDITIONS  
OF CONTRACT**

THIS FORM TO BE USED WHERE QUANTITIES DO NOT FORM PART  
OF THE SERVICES CONTRACT

**CONTRACT NO. MFA/ICC/LMS/06/2022**

EXPENDITURE to be met from \_\_\_\_\_  
\_\_\_\_\_

A CONTRACT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2022  
BETWEEN \_\_\_\_\_  
of (or whose Registered Office is situated at) \_\_\_\_\_  
\_\_\_\_\_

Hereinafter called "the Contractor" of the one part and \_\_\_\_\_  
\_\_\_\_\_

And his Successors in office for and on behalf of the Government of the State of Brunei  
Darussalam hereinafter called the "Government" of the other part

WHEREAS The Government is desirous of\*

**LANDSCAPE MAINTENANCE SERVICES FOR INTERNATIONAL CONVENTION  
CENTRE, BERAKAS, MINISTRY OF FOREIGN AFFAIRS FOR A PERIOD OF  
THREE (3) YEARS**

And has caused Drawings and/or a Specification describing the work to be done to be prepared.

AND WHEREAS the said Drawings numbered TENDER NO.: MFA/ICC/LMS/06/2022  
(hereinafter referred to as the Contract Drawings), and / or Specification, Form of Tender  
and Letter of Acceptance of Tender and Schedule of Rates have been signed by or on  
behalf of the parties hereto:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to  
the Conditions annexed hereto execute and complete the Services shown upon the said  
Drawings and described or referred to in the said Schedule of Rates and/or Specification and  
Conditions.

\*Official designation of officer actually supervising the work

2. The Government will pay the Contractor the sum of Brunei Dollars \_\_\_\_\_

( **BS** \_\_\_\_\_ ) or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions, and hereinafter referred to as the Contract Sum.

3. The term "Contract" wherever used herein and in all Contract Documents shall mean the documents forming the tender and acceptance thereof together with the documents referred to therein including the Conditions annexed hereto the Specification and Drawings and Schedule of Rates and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

4. The term "Superintending Officer" (or the initials S.O.) wherever used hereinafter and in all Contract Documents shall mean the\* \_\_\_\_\_

and his successors in office and also such person or persons as may be deputed by him in writing to act on his behalf for the purpose of this Contract. During the continuance of this Contract, any person acting for the Superintending Officer, or exercising his authority or any successor in office of such Superintending Officer shall not disregard or over-rule any decision, approval or direction given to the Contractor, in writing, by his predecessor, unless he is satisfied that such action will cause no pecuniary loss to the Contractor or unless such action be ordered as a variation to be adjusted as hereinafter provided.

5. The terms "approved" and "directed" wherever used hereinafter and in all Contract Documents shall mean approved or directed as the case may be in writing by the Superintending Officer.

6. The term "Contractor" wherever used herein and in all Contract Documents shall mean the person or persons, partnership, firm or company whose tender for the Services has been accepted and who has or have signed this Contract and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representative.

7. The term "Services" wherever used herein and in all Contract Documents shall mean all or any portion of the work, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this Contract and whether the same may be on the building site or not.

8. Words importing the singular only also include the plural and vice-versa where the context requires

9. All dimensions and measures shown on the Drawings and given in the Schedule of Rates and/or Specification shall be taken to be English Legal Standard measures.

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\*Official designation of officer actually supervising the work

As witness our hands the day and year first above written.

*Signed by the said\**

Name \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Contractor's Signature & Company's Seal*

*in the presence of*

Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
*Signature*

Description \_\_\_\_\_  
\_\_\_\_\_

*Signed by the said\*\**

Name \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Acting Permanent Secretary  
Ministry of Foreign Affairs  
Brunei Darussalam*

*in the presence of*

Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
*Signature*

Description \_\_\_\_\_  
\_\_\_\_\_

*Signed by the said\*\**

Name \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Acting Director of Administration  
Ministry of Foreign Affairs  
Brunei Darussalam  
For and on behalf of the Government*

*in the presence of*

Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
*Signature*

Description \_\_\_\_\_  
\_\_\_\_\_

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\* Contractor's name in **BLOCK CAPITALS**.

\*\* Official designation of officer, in **BLOCK CAPITALS**.

## THE CONDITIONS HEREINBEFORE REFERRED TO

1. (a) The Contractor shall carry out and complete the Works in accordance with this Contract in every respect in accordance with the directions and to the reasonable satisfaction of the Superintending Officer, who may in his absolute discretion and from time to time issue further drawings, details, and/or written instructions, written directions and written explanations (all of which are hereafter collectively referred to as "Superintending Officer's Instructions") in regard to :

Scope of  
Contract

- (i) the variation or modification of the design, quality or quantity of the Works or the addition or omission or substitution of any works ;
- (ii) any discrepancy in the Drawings or between the Drawings and Specification;
- (iii) the removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials therefor ;
- (iv) the removal and/or re-execution of any works executed by the Contractor ;
- (v) the dismissal from the Works of any person mentioned in Clause 10 hereof employed thereupon ;
- (vi) the opening up for inspection of any work covered up ;
- (vii) the amending and making good of any defects under Clause 16.

(b) The Contractor shall forthwith comply with and duly execute any work comprised in such Superintending Officer's Instructions provided that verbal instructions, directions and explanations given to the Contractor or his foreman upon the Works by the Superintending Officer shall, if involving a variation, be confirmed in writing to the Contractor by the Superintending Officer within seven (7) days and, if not dissented from in writing within a further seven (7) days to the Superintending Officer by the Contractor, shall be deemed to be Superintending Officer's Instructions. If compliance with Superintending Officer's Instructions as aforesaid involves any variation such variation shall be dealt with under Clause 13 hereof as an authorised variation and the value thereof added to or deducted from the Contract Sum.

(c) If compliance with Superintending Officer's Instructions as aforesaid involves expense or loss beyond that reasonably contemplated by the Contract then, unless the same were issued owing to some breach of this Contract by the Contractor, the amount of such expense or loss shall be ascertained by the Superintending Officer and added to the Contract Sum.

(d) Notwithstanding any provision to the contrary in these Conditions contained, it is hereby agreed that the right to take action and/or initiate proceedings on behalf of the Government under Clauses 29, 30, 32, or 38 hereof is expressly reserved to the Director General of Public Works.

2. The Contractor shall notify to the Superintending Officer an address whereat notices and Superintending Officer's Instructions under this Contract may be served upon him. In the event of the Contractor failing to notify the Superintending Officer of such an address, notices shall be deemed served upon the Contractor if sent by registered post to the address stated in this Contract or left at his office on the site and a receipt obtained from the Contractor's representative.

Notices

3. Unless otherwise provided in the Contract the Contractor shall before the signing hereof furnish to the Superintending Officer a fully priced copy of the Schedule of Rates upon which the Contractor's tender is based and shall obtain the Superintending Officer's acceptance of such rates. The Contract Agreement, Contract Drawings, Specification and Schedule of Rates shall remain in the custody of the Government and shall be produced as and when required by the Contractor. The Superintending Officer shall furnish to the Contractor one (1) copy of the Contract Agreement and two (2) copies of the signed Contract Drawings and of the Specification and Schedule of Rates free of cost, and one (1) copy of all further Drawings issued during the progress of the Works. The Contractor shall keep one (1) copy of all Contract Drawings, the Specification and Schedule of Rates on the site and the Superintending Officer or his representative shall at all reasonable times have access to the same. Upon final payment to the Contractor he shall forthwith return to the Superintending Officer all Drawings, Specifications and Schedule of Rates.

Drawings,  
Specification and  
Schedule of  
Rates

Government shall not divulge or use any information contained in the priced Schedule of Rates otherwise than for the purposes of this Contract.

<p>4. The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings, and Specification taken together whether the same may or may not be particularly shown or described provided that the same is reasonably to be inferred therefrom; and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Superintending Officer who shall decide which shall be followed. Figured dimensions shall be taken in preference to the scale mentioned on or attached to any drawing.</p>	<p>Contractor to Provide Everything Necessary</p>
<p>5. (a) The Contractor shall comply with and give notices required by any written law, regulations and by-laws of any local authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected and he shall pay and indemnify the Government against any fees or charges demandable by law thereunder in respect of the Works; provided that the said fees and charges if not expressly included in the Contract sum by way of Provisional Sum or otherwise shall be added to the Contract sum and be payable to the Contractor accordingly.</p>	<p>Local and Other Authorities, Notices and Fees</p>
<p>(b) The Contractor before making any variation from the Drawings and/or Specification necessitated by such compliance shall give to the Superintending Officer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.</p>	
<p>(c) If the Contractor within seven (7) days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question and any variation necessitated as aforesaid shall be deemed a variation under Clauses 12 and 13 hereof and dealt with as such.</p>	
<p>6. The Contractor shall set out the Works and during the progress thereof he shall amend at his own costs any errors arising from inaccurate setting out, unless the Superintending Office shall otherwise decide. Any assistance which the Superintending Officer may render to the Contractor in setting out shall in no way relieve the Contractor of entire responsibility for the correctness of all setting out.</p>	<p>Setting-out</p>
<p>7. All materials and workmanship shall so far as procurable be of the respective kinds described in the Drawings and Specification and the Contractor shall upon the request of the Superintending Officer furnish him with vouchers to prove that the materials comply therewith. The Contractor shall arrange for and/or carry out any test of any materials which the Superintending Officer may in writing require and the cost thereof shall be added to the Contract sum unless provided for in the Contract by way of Provisional sum or otherwise or unless the test shows that the said materials and/or workmanship are not in accordance with this Clause.</p>	<p>Materials and Workmanship to Conform to Description</p>
<p>8. No work shall be done on :</p>	<p>Days and Hours of Working</p>
<p>(i) Sunday, or</p>	
<p>(ii) any public holiday, or</p>	
<p>(iii) between the hours of six (18:00 hrs) in the evening and seven (07:00 hrs) in the following morning; without the written permission of the Superintending Officer.</p>	
<p>9. The Contractor shall keep constantly on the site of the Works a competent general foreman and such assistants in each trade as may be necessary who must be capable of receiving verbal instructions in Malay or English and in default they shall be supplied by Government and all expenses in connection therewith shall be recoverable as provided in Clause 14 hereof. Any directions or explanations given to such foreman and his assistants shall be held to have been given to the Contractor in pursuance of Clause 1 hereof.</p>	<p>Foreman and Assistants</p>
<p>10. The Contractor shall employ only such technical staff, foreman, artificers and labourers on the Works as are thoroughly efficient and of good character. If, in the sole opinion of the Superintending Officer, any person employed by the Contractor misconducts himself or has caused quarrels or delays, or is incompetent, the Contractor, when so directed by the Superintending Officer, in writing, shall at once remove such person from the Works and he shall not again be employed on the Works without the written permission of the Superintending Officer.</p>	<p>Discharge of Workmen</p>
<p>11. The Superintending Officer and/or his representative shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor where work is being prepared for the Contract.</p>	<p>Access for Superintending Officer to Work</p>

12. (a) The Superintending Officer may at any time during the progress of the Works, by order in writing under his hand, make or cause to be made any variations from the original Drawings, and Specification by way of addition or omission or otherwise deviating therefrom the said Works shall be executed according to the said variations or deviations under his direction and to his satisfaction as if the same had been included in the said original Drawings and Specification; and any work or materials which shall be ordered not to be done or used shall be omitted or shall not be used by the Contractor.

Variations and  
Extras

(b) The Superintending Officer shall have the right by varying the Drawings and Specification as provided in the last preceding sub-clause to increase or decrease the quantities of any item or items, or to omit any item or items or to insert any additional item or items without the consent of the Contractor.

13. (a) No variation shall vitiate this Contract. all variations and extras, authorised as herein provided, or subsequently sanctioned by the Superintending Officer in writing shall be measured by the Superintending Officer and the Contractor shall be given the opportunity of being present during such measuring and taking such notes and measurements as he requires. The Contractor shall be supplied with a copy of the measured bill on or before the date of the Superintending Officer's certificate in respect of such variations and extras and the valuation thereof, unless previously or otherwise agreed, shall be made in accordance with the following rules :

Payment for  
Variations and  
Extras ; Final  
Measurement

- (i) the rates in the original Schedule of Rates shall determine the valuation of extra work of similar character executed under similar conditions as work priced therein ;
- (ii) the said rates, where extra works are not of a similar character or executed under similar conditions as aforesaid, shall be the basis of rates for the same so far as may be reasonable; failing which, a fair valuation thereof shall be made based upon rates for similar work in the locality current at the time the extra works are executed ;
- (iii) where extra work cannot properly be measured or valued, the Contractor shall be allowed day-work prices, plus fifteen (15) per cent, which shall include for the use of all ordinary plant, tools, scaffolding, supervision and profit, provided that vouchers specifying the time and materials employed shall have been delivered for verification to the Superintending Officer at or before the expiration of the week following that in which such work shall have been done. Day-work prices for the purposes of this Contract shall be taken to mean the actual prime cost to the Contractor of his material, transport and labour for the work concerned and the Contractor shall, if required by the Superintending Officer, produce his receipt bills and wages books in support thereof.
- (iv) the said rates in the original Schedule of Rates shall determine the valuation of items omitted, provided that if omissions vary the conditions under which any remaining items of work are carried out, the rates for such remaining items shall be valued under (ii) hereof.

(b) The Contractor shall submit claims for any work or circumstances on account of which he may consider that he is entitled to extra payment within one (1) week from the time of the commencement of such work or occurrence of such circumstance and all such claims must be accompanied by full particulars and must state under which provision of the Contract it is claimed that payment shall be made.

(c) The amount to be allowed on either side in respect of variations and extras, ascertained as above described, shall be added to or deducted from the Contract Sum, as the case may be.

(d) The measurements and valuations of the works shall be completed within the "Period of Final Measurement" stated in the Appendix or if not so stated then within three (3) months of the completion of the Works. Interim measurements and valuation shall be made whenever necessary to enable the Superintending Officer to issue certificates under Clause 36 hereof.

14. The Superintending Officer shall be entitled to deduct any money the Contractor shall be liable to pay under the Contract to Government, from any sum which may become payable to the Contractor hereunder and the Superintending Officer in issuing his certificates as provided in Clause 36, shall have regard to any sums so chargeable against the Contractor ; provided always that this provision shall not affect any other remedy, by action at law or otherwise, to which Government may be entitled for the recovery of such monies.

Deductions from  
Money Due to  
Contractor

15. Where in any certificate on which the Contractor has received payment the Superintending Officer has included an amount in respect of any unfixed materials intended for incorporation in the Works, and placed on or adjacent to the site, such materials for any loss of or damage to which the Contractor shall be responsible shall not be removed except for use upon the Works without the authority of the Superintending Officer in writing.

Unfixed  
Materials When  
Taken Into  
Account Not To  
Be Removed  
From Site

16. (a) Any defects, shrinkages or other faults either of materials or workmanship, which may appear within the Defects Liability Period stated in the Appendix hereto or if none stated then within nine (9) months due to materials or workmanship not in accordance with this Contract shall within a reasonable time after receipt of the Superintending Officer's written instructions be made good by the Contractor and at his own cost.

Defects After  
Completion

(b) If the Contractor shall fail to carry out any such instructions of the Superintending Officer, as by the preceding sub-clause provided, within such reasonable time as may be specified in the order, the materials or work so affected may, at the option of the Superintending Officer, be made good by him in such manner as he may think fit, in which case the cost thereby incurred shall be deducted from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as a liquidated demand in money.

(c) If any defects be such that, in the opinion of the Superintending Officer, it shall be impracticable or inconvenient to remedy the same, he shall ascertain the diminution in the value of the Works due to the existence of such defect and deduct the amount of such diminution from the sum remaining to be paid to the Contractor or failing such remainder it shall be recoverable as a liquidated demand in money.

17. The Contractor shall not without the written consent of the Superintending Officer first obtained assign this Contract or sub-contract all or any portion of the Works; provided that such consent shall not be unreasonably withheld to the prejudice of the Contractor. In the event of any portion of the Works being sub-contracted with the written consent of the Superintending Officer the Contractor shall be solely and personally responsible for the due observance by such authorised sub-contractors of all the terms, stipulations and Conditions herein expressed.

Sub-contracting

18. The Contractor shall not cause, permit or suffer to be issued in satisfaction of any decree, judgement or other order given or to be given against the Contractor any notice of garnishment binding any property of the Contractor which is in the possession of the Government.

Notice of  
Garnishment

19. (a) All specialist, merchants, tradesman, and others executing any work or supplying and fixing any goods for which Prime Cost prices or Provisional Sums are included in the Contract who may be nominated or selected by the Superintending Officer are hereby declared to be sub-contractors employed by the Contractor and are herein referred to as "nominated sub-contractors".

Nominated Sub-  
contractors

(b) The Superintending Officer or the Contractor, if so instructed in writing by the Superintending Officer, shall obtain tenders for sub-contractors' work in respect of which Prime Cost prices or Provisional Sums are included in the Contract as aforesaid and the Contractor shall on the written instructions of the Superintending Officer place such sub-contracts with the nominated sub-contractors.

(c) No nominated sub-contractor shall be employed upon or in connection with the Works against whom the Contractor shall make what the Superintending Officer considers to be reasonable objections or (save where the Superintending Officer and Contractor shall otherwise agree) who will not enter into a sub-contract providing :

- (i) that the nominated sub-contractor shall, in respect of the sub-contract, duly observe all the terms, stipulations and Conditions herein expressed ;
- (ii) that the nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default by the nominated sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant the property of the Contractor or against any liability under any Workmen's Compensation Legislation in force.
- (iii) that payment without discount or deduction shall be made to the nominated sub-contractor by the Contractor within fourteen (14) days of his receipt of the Superintending Officer's certificate under Clause 36 hereof which includes the value of such nominated sub-contractor's work.

(d) Before any such certificate is issued to the Contractor he shall, if requested by the Superintending Officer, furnish to him reasonable proof that all nominated sub-contractors, accounts included in previous certificates have been duly discharged; in default whereof the Government may pay the same upon a certificate of the Superintending Officer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Government and the nominated sub-contractor.

(e) Should the Superintending Officer desire to secure final payment to any nominated sub-contractor before final payment is due to the Contractor and the nominated sub-contractor has satisfactory indemnified the Contractor against any latent defects, then the Superintending Officer may in a certificate under Clause 36 hereof include an amount to cover the said final payment and upon payment thereof to the nominated sub-contractor the Contractor shall be discharged from all liability for the work or materials covered thereby save for such latent defects as aforesaid and he shall pay to the nominated sub-contractor the amount (subject to Clause 36 hereof) so certified whereupon the limit of the Retention Fund named in Clause 36 hereof shall be reduced by such certified amount.

20. (a) The Contractor shall recognise the freedom of his work people to be members of Trade Unions. Fair wages

(b) If established industrial rates and conditions of employment (as hereinafter defined) exist in the State of Negara Brunei Darussalam, the Contractor shall in respect of all work people employed by him in and for the performance of this Contract pay rates of wages (including allowances) and observe hours and other conditions of employment not less favourable than those established for work of the same character in the trade or industry concerned in the district where the work is carried on :

- (i) By collective agreement or other recognised machinery of negotiation between organisation of employers and workers' representatives respectively of substantial proportions of the employers and workmen in the trade or industry concerned ; or
- (ii) By arbitration award ; or
- (iii) By national laws or regulations.

(c) Where the conditions of labour referred to in the preceding paragraph are not in a manner referred to there in the district where the work is carried on, the Contractor shall in respect of his workers pay wages (including allowances), hours of work and other conditions of labour which are not less favourable than :

- (i) those established by collective agreement or other recognised machinery of negotiation, by arbitration, or by national laws or regulations, for work of the same character in the trade or industry concerned in the nearest appropriate district ; or
- (ii) The general level observed in the trade or industry in which the Contractor is engaged by employers whose general circumstances are similar.

(d) The Contractor shall, if required, notify the Commissioner of Labour of the names and addresses of all his sub-contractors.

21. In the event of any dispute or difference arising as to the rates of wages to be paid or the conditions of employment to be observed in accordance with Clause 20 hereof such dispute or difference shall, unless otherwise disposed of, be referred to the Commissioner of Labour for decision in accordance with the Labour Enactment, 1954. Dispute As To Wages

22. The Contractor shall keep proper wages books and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of this Contract and shall produce such wages books and time sheets on demand for inspection by any persons duly authorised by the Superintending Officer or the Commissioner of Labour in that behalf, and shall furnish to the Superintending Officer or his duly authorised representative such information relating to the wages and conditions of employment of such workmen as the Superintending Officer or the Commissioner of Labour or his duly authorised representative may from time to time require. Wages Books and Time Sheets

23. No child under the age of fourteen (14) years by English reckoning shall be employed in any work to be performed under this Contract. Children Under 14

24. In the event of default being made in the payment of any money in respect of wages of any workman employed by the Contractor in and for the performance of this Contract and if a claim therefore is filed in an office of the Commissioner of Labour and proof thereof is furnished to the satisfaction of an officer of the said Department, the Superintending Officer may, failing the payment of the said money by the Contractor make payment of such claim to the Commissioner of Labour or his representative out of any monies at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor under and by virtue of this Contract.

Default in  
Payment of  
Wages

25. (a) *Injury to persons* - The Contractor shall indemnify Government in respect of any liability, loss, claim or proceedings whatsoever whether arising at common law or by statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or neglect of Government or its servants.

Damage to  
Persons and  
Property

(b) *Injury to property* - The Contractor shall be liable for and shall indemnify the Government in respect of any liability, loss, claim or proceedings and for any injury or damage whatsoever arising out of or in the course of or by reason of the execution of the Works to any property real or personal due to any negligence, omission or default of himself, his agents or his servants or of any authorised sub-contractor or to any circumstances within his control.

Workmen's  
Compensation

26. (a) The Contractor shall forthwith and as a condition precedent to the commencement of any work under this Contract take out at his own expense with an insurance company to be approved by the Superintending Officer in writing a policy or policies of insurance indemnifying the Contractor and the Government including for this purpose every officer and department thereof from all liabilities arising out of claims by any and every workman employed in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen's Compensation Enactment, 1957 or other law amending or replacing such Enactment and from all costs and expenses incidental or consequential thereto.

(b) The said policy or policies so taken out shall be endorsed as follows :

*Endorsement "A"* - It is hereby understood and agreed that in the event of any workman employed by the within Insured or by the Insured's Contractors as referred to in Endorsement "B" hereon or any dependent of such workmen, bringing or making a claim under any Workmen's Compensation Enactment for the time being in force in the State against any officer of the Government for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for the said officer or Government, the Company will indemnify the said officer or Government against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said legislation."

*Endorsement "B"* - "It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards Claims under any Workmen's Compensation Enactment for the time being in force in the State."

(c) The said policy or policies so taken out shall be deposited with the Superintending Officer and the Contractor shall maintain it or them in full force and effect by payment of all premiums from time to time on the first day on which the same ought to be paid and until the completion of this Contract and upon demand the Contractor shall produce to the Superintending Officer the last receipt for payment of such premiums.

(d) If any default is made by the Contractor in complying with the terms of this Clause the Superintending Officer may without prejudice to any other remedy available to the Government for breach of any terms of this Contract :

- (i) withhold all payments which would otherwise be due to the Contractor under this Contract and out of such monies so withheld satisfy any claims for compensation by workmen that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance and/or
- (ii) pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any monies due or become due to the Contractor.

(e) Nothing in this Clause shall be construed to take away or to waive or in any manner to modify the right of the Government to be indemnified by the Contractor in respect of all compensations, costs and other expenses whatsoever which by reason of the Contractor's default or otherwise become payable by the Government under the said Ordinance or other law.

27. (a) The Contractor shall insure against loss or damage by fire all works and buildings constructed or in course of construction in pursuance of or for the purposes of this Contract and all materials and other things delivered on to the site and approved by the Superintending Officer and ready for incorporation in such works and buildings and shall keep the same insured until such works, buildings and things respectively are handed over to the Superintending Officer.

Fire  
Insurance

(b) The said insurance shall be effected with an insurance company to be approved in writing by the Superintending Officer and in the name of the Government for the full value of the works executed together with all materials on site including any materials supplied by or the property of the Government ; and the Contractor shall deposit with the Superintending Officer the policies and the receipts for the premiums paid for such insurances.

(c) In case of failure by the Contractor to effect or renew such insurance the Superintending Officer may himself effect or renew such insurance and pay the premium in respect thereof and deduct the amount so expended from any monies due or to become due to the Contractor.

(d) In the event of loss or damage by fire to any works, building materials or things insured under this Clause all monies received by Government under the insurance policies shall be paid by the Superintending Officer to the Contractor by such instalments as the Superintending Officer may deem reasonable and shall be applied by the Contractor in or towards the rebuilding, repair or replacement of the works, buildings, materials or things destroyed or damaged and the Contractor shall on receipt of such monies proceed with all due diligence to effect such rebuilding, repair or replacement as aforesaid and shall have no claim to any payment in respect thereof beyond the payment to him of the said monies ; provided that in case of any such loss or damage by fire as aforesaid the Superintending Officer shall allow the Contractor such extension of time for the performance of this Contract as shall be just and reasonable.

28. (a) No work on this Contract shall be commenced unless and until the Contract Agreement shall have been executed by all parties thereto nor until the Security Deposit stipulated under Clause 35 hereof shall have been deposited with the Government and the receipt therefore produced for the inspection of the Superintending Officer.

Date for  
Possession and  
Completion

(b) Possession of the site as complete as may be reasonably possible but not so as to constitute a tenancy, shall be given on or before the "date for possession" stated in the Appendix to the Contractor who shall thereupon and forthwith commence the Works and regularly proceed with and complete the same (except such painting or other decorative work as the Superintending Officer may instruct him to delay) on or before the "date for completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

(c) In the event of any delay in giving possession of the site, the date of giving possession of the site shall be certified by the Superintending Officer and such certified date shall be considered as the date of commencement. The Contractor shall not be entitled to claim for any loss or damage caused by such want of possession.

(d) When the Works have been completely executed according to the provisions of the Contract and to the satisfaction of the Superintending Officer, the date of such completion shall be certified by him and such date shall be the date of commencement of the Defects Liability Period as provided in Clause 16 hereof.

29. If the Contractor fails to complete the Works by the date in the Appendix or within any extended time under Clause 30 hereof and the Superintending Officer certifies in writing that in his opinion the same ought reasonably so to have been completed the Contractor shall pay or allow to Government a sum calculated at the rate stated in the Appendix as liquidated and ascertained damages for the period during which the said Works shall so remain or have remained incomplete and the Superintending Officer may deduct such damages from any monies due to the Contractor.

Damages for  
Non-completion

30. If, in the opinion of the Superintending Officer, the Works be delayed by *force majeure* or by reason of any exceptionally inclement weather or by reason of directions given by the Superintending Officer consequential upon disputes with neighbouring owners or by reason of Superintending Officer's Instructions given in pursuance of Clause 1 hereof or in consequence of the Contractor not

Delay and  
Extension of  
Time

having received in due time necessary instructions from the Superintending Officer for which he shall have specifically applied in writing, or by reason of civil commotion, local combination of workmen, strike or lock-out affecting any of the trades employed upon the Works or by the works of nominated sub-contractors or by the works of other contractors or tradesmen engaged by Government which are, not referred to in the Specification, then in such case the Superintending Officer shall make a fair and reasonable extension of time for completion of the Works. Upon the happening of a strike or lock-out the Contractor shall immediately give notice thereof in writing to the Superintending Officer, but he shall nevertheless use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Superintending Officer to proceed with the Works.

31. If the Contractor, after receipt of a written notice from the Superintending Officer requiring compliance within seven (7) days, fails to comply with such further drawing and/or Superintending Officer's Instructions, the Superintending Officer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Superintending Officer as a debt or may be deducted by him from any monies due or become due to the Contractor.

Failure By Contractor to Comply With Superintending Officer's Instruction

32. (a) *Default* - If the Contractor shall make default in any of the following respects namely :

- (i) without reasonable cause wholly suspends the Works before completion ;
- (ii) fails to proceed with the Works with reasonable diligence ;
- (iii) refuses or to a substantial degree persistently neglects after notice in writing from the Superintending Officer to remove defective work or improper materials,

Determination of Contract by the Superintending Officer

then, if any such default shall continue for seven (7) days after a notice sent by registered post to the Contractor from the Superintending Officer specifying the same, the Superintending Officer may without prejudice to any other rights herein contained thereupon by notice sent by registered post determine this Contract; provided that notice hereunder shall not be given unreasonably or vexatiously and such notice shall be void if the Government is at the time of the notice in breach of this Contract.

(b) *Bankruptcy or Assignment* - If the Contractor :

- (i) commits an act of bankruptcy ; or
- (ii) becomes insolvent or compounds with or makes any assignment for the benefit of his creditors ; or
- (iii) assigns or sub-contracts the Contract or any portion thereof without the written permission of the Superintending Officer ;

then, and in any such event, the Superintending Officer may without prejudice to any other rights herein contained by a notice sent by registered post determine this Contract.

(c) In either of the above cases the following shall apply, namely :

- (i) the Government may carry out and complete the Works departmentally or employ and pay a contractor or other person or persons to carry out and complete the Works and he or they may enter upon the site and use all materials, temporary buildings, plant and appliances, thereon, and may purchase all materials necessary for the purposes aforesaid.
- (ii) the Contractor shall if so required by the Superintending Officer assign to the Government without further payment the benefit of any contract for the supply of materials and/or works intended for use under this Contract or for the execution of any works and Government shall pay the agreed price (if unpaid) for such materials or works supplied or executed after the said determination.
- (iii) the Contractor shall during the execution or after completion of the Works under this Clause as and when required remove from the site his temporary buildings, plants, appliances and any materials within such reasonable time as the Superintending Officer may specify in a written notice to him and in default Government may without being responsible for any loss or damage remove and sell the same holding the proceeds less all costs incurred to the credit of the Contractor.

- (iv) until completion of the Works under this clause no payment shall be made to the Contractor under this Contract ; provided that, upon completion as aforesaid and the verification within a reasonable time of the accounts therefore, the Superintending Officer shall certify the amount of expenses properly incurred by the Government

and if such amount added to the monies paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion the difference shall be a debt payable to the Government by the Contractor; and if the said amount added to the said monies be less than the said total amount the difference shall be a debt payable by the Government to the Contractor.

- (v) in the event of the completion of the Works being undertaken departmentally allowance shall be made when ascertaining the amount to be certified as expenses properly incurred by Government, for the cost of supervision, interest and depreciation on plant and all other usual overhead charges and profit, as would be incurred were the work carried out by a contractor.
- (vi) Government shall be entitled to determine the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such determination, if the Contractor shall have 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 Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with Government, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with Government the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code.

33. If during the performance of the Contract a state of war in which the Government is involved or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exists which has materially affected the fulfilment of this Contract any question respecting the continuance, suspension or determination of this Contract shall be settled by mutual agreement between the Superintending Officer and the Contractor or failing such agreement shall be settled as provided in Clause 38 of this Contract.

Effect of  
War, Riots,  
Floods, etc.

34. (a) The words "Prime Cost" or the initials "P.C." applied in the Contract to goods to be obtained and fixed by the Contractor, shall mean, unless otherwise stated in the said Contract, the nett sum paid to the Merchant after deducting all trade discounts for such goods in the ordinary course of delivery, but not deducting discount for cash.

Prime Cost,  
Provisional  
Sums and Artists

(b) Items in the Contract containing the words "Prime Cost" or the initials "P.C." shall be dealt with as follows, namely :

The Superintending Officer shall debit the Contractor with all such items as they are priced in the Contract, he shall then credit the Contractor with such sums [as defined in sub-clause (a)] as are actually paid by him which correspond to the several "Prime Cost" or "P.C." amounts and an amount in each case proportional to the respective sums, if any, added by the Contractor in carrying out the items to the money columns as aforesaid, provided that where in the opinion of the Superintending Officer the Contractor has incurred expense for special packing or special carriage the Superintending Officer shall allow for the same as part of the sums actually paid by the Contractor. Any goods or works for which "P.C." sums are provided in the Contract to be included in the Contract Sum may, if the Superintending Officer so decides, be treated as Provisional Sums and dealt with under the sub-clause (c) next following :

Gifts,  
Inducements and  
Rewards

(c) The Provisional Sums mentioned in the Contract for materials to be supplied or for work to be performed by nominated sub-contractors or for other work or fittings to the Works shall be paid and expended at such times and in such amounts in favour of such persons as the Superintending Officer shall direct and sums so expended shall be payable by the Contractor without discount or deduction or (without prejudice to any rights of the Contractor under the Contract referred to in Clause 19 hereof) by Government to the said nominated sub-contractors or suppliers. The value of works which are executed by the Contractor in respect of Provisional Sums or in additional works shall be ascertained

as provided in Clause 13 hereof. At the settlement of the accounts the amount paid by the Contractor to the said nominated sub-contractors or suppliers and the said value of such works executed by the Contractor shall be set against all such Provisional Sums or any sum provided for additional works and the balance after allowing *pro rata* for the Contractor's profit at the rates contained in the Contract shall be added to or deducted from the Contract Sum ; provided that no deductions shall be made by or on behalf of Government in respect of any damages paid or allowed by any nominated sub-contractor to the Contractor the intention being that the Contractor and not Government shall have the benefit of any such damages.

(d) The Contractor shall permit the execution of work by artists or tradesmen who are not nominated sub-contractors and who may be engaged by the Superintending Officer.

(e) Where the Contractor in the ordinary course of his business directly carries out works for which Provisional Sums are contained in the Contract and where such works are set out in the Appendix hereto and the Superintending Officer is prepared to accept tenders from the Contractor for such works the Contractor shall be permitted to tender for the same or any of them without prejudice to the Government's right to reject the lowest or any tender. If the tender of the Contractor for any work included in any Provisional Sum is accepted, such tender shall be held to include the profit and the Contractor shall not be entitled to profit, *pro rata*, on the amount stated in his tender notwithstanding any provision to the contrary in Clause 34 (c) herein.

35. The Contractor shall, as a condition precedent to the commencement of any work under this Contract, deposit with Government, a cash amount or an approved Bank's Guarantee equal to a percentage, as stated in the Appendix, of the Contract Sum as a fund (hereinafter referred to as the "Security Deposit"). It is agreed that the Superintending Officer may utilize and make payments out of or deductions from the said Security Deposit in accordance with the terms of this Contract.

Security  
Deposits

36. (a) When work to the value of the sum referred to in the Appendix (or less at the discretion of the Superintending Officer) has been executed by the Contractor in accordance with the terms of this Contract the Superintending Officer shall at that time and once (or more often at the discretion of the Superintending Officer) during the course of each succeeding month issue to the Contractor a certificate showing the estimated total value of the work done up to the date of such certificate.

Progress  
Payments

(b) An amount in respect of unfixed materials and things properly supplied and stored upon the site and ready and fit for early incorporation in the Works may, unless in the opinion of the Superintending Officer there is reason to the contrary, be included in the estimated total value of work from time to time certified under this Clause as having been done by the Contractor but if so included the amount in respect of such unfixed materials and things shall be separately stated and the amount of materials and things certified shall not exceed seventy-five (75) per cent of their full value.

(c) Within a number of days not exceeding that referred to in the Appendix of the issue of any such certificate the Government will make a payment to the Contractor in connection with the work and/or materials referred to in that certificate.

(d) Such payment shall after taking into account any payments previously made and amounts previously retained as hereinafter mentioned amount only to ninety (90) per cent of the estimated total value of the work and/or materials certified to have been done and/or supplied the remaining ten (10) per cent being retained as a fund (hereinafter called the Retention Fund) which fund shall be additional to the Security Deposit deposited in accordance with the terms of this Contract.

Provided that when the sums retained as Retention Fund amount in the aggregate to a sum equivalent to seven and a half (7½) per cent of the Contract Sum then any subsequent payment made in connection with any subsequent certificate issued by the Superintending Officer shall amount to the full value of the work and/or materials certified in any certificate to have been executed and/or supplied less all payments previously made and less all sums previously retained as part of the Retention Fund.

(e) When the Works have been completed no payment shall be made on the final certificate issued under this Clause until the Contractor shall have satisfied the Superintending Officer by means of either :

- (i) a statutory declaration made by or on behalf of the Contractor, or
- (ii) a certificate signed by or on behalf of the Commissioner of Labour.

to the effect that the workmen who have been employed by the Contractor on the Works, including workmen employed by nominated sub-contractors and by authorised sub-contractors engaged directly by the Contractor have received all wages, due to them in connection with such employment and that all dues under the Labour Code have been paid.

(f) No certificate of the Superintending Officer shall be considered conclusive evidence as to the sufficiency of any work or materials to which it relates nor shall it relieve the Contractor from his liability to amend and make good all defects, shrinkages, other faults or damage as provided by this Contract.

37. (a) The Retention Fund (or any balance thereof remaining for the credit of the Contractor) shall be retained and shall not become payable to the Contractor during a period of such number of months after the completion of the Works as is referred to in the Appendix and shall thereafter become payable and be paid to the Contractor only if and when all shrinkages, defects, other faults and damage shall have been amended and made good in accordance with the terms of Clause 16 of this Contract and only after the Contractor shall have complied with the terms of sub-clause (e) of Clause 36 of this Contract.

Payment of  
Security Deposit  
and Retention  
Fund

(b) The Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released on the completion of the whole of the Works comprised in this Contract and shall be refunded forthwith.

38. Provided always that in case any dispute or difference except a dispute or difference as to rates of wages or conditions of employment of workmen employed by the Contractor in and for the purpose of this Contract including workmen employed by nominated sub-contractors and by authorised sub-contractors engaged directly by the Contractor shall arise between Government or the Superintending Officer on its behalf and the Contractor, either during the progress or after completion of the Works or after the determination, abandonment, or breach of the Contract, as to the construction of the Contract or as to any matter or thing arising thereunder, or as to the withholding by the Superintending Officer of any certificate to which the Contractor may claim to be entitled, then the Superintending Officer shall determine such dispute or difference by a written decision given to the Contractor. The said decision shall be final and binding on the parties unless the Contractor within fourteen (14) days of the receipt thereof by written notice to the Superintending Officer disputes the same in which case or in case the Superintending Officer for fourteen (14) days after a written request to him by the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to the arbitration and final decision of a person nominated and appointed by agreement between the Superintending Officer and the Contractor or, in event of his death or unwillingness or inability to act, or if the Superintending Officer and Contractor fail to agree, an Arbitrator will be nominated by the Minister of Development, Negara Brunei Darussalam, and the award of such Arbitrator shall be final and binding on the parties. Such reference, except on the question of certificates, shall not be commenced until after the completion or alleged completion of the Works, unless with the written consent of the Superintending Officer and the Contractor. The Arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no certificate, opinion, decision, requisition or notice had been given. Upon every or any such reference the cost of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of any Arbitration Ordinance for the time being in force in the State.

Arbitration

**GENERAL  
SPECIFICATION  
LANDSCAPE  
MAINTENANCE  
SERVICES**

**GENERAL SPECIFICATION  
LANDSCAPE MAINTENANCE SERVICES**

**1.0 GENERAL SCOPE OF WORK**

Furnish labour, equipment, material and services necessary to carry out landscape maintenance operation in accordance with the specifications specified herein. The work to be completed in this section shall include the following: -

- a) Grass-cutting
- b) Watering
- c) Pruning and trimming
- d) Weeding
- e) Tilling and forking
- f) Mulching
- g) Fertiliser application
- h) Pest and disease control
- i) Replacement of dead or dying trees, palms, shrubs, grass and/or ground covers
- j) Replacement of tree guards or stakes and/or ties
- k) Soil testing and liming
- l) Making good erosion and slippage.

**2.0 PROGRAMME OF MAINTENANCE WORKS**

The Contractor shall submit within one (1) week of award of contract, a programme of maintenance works to the Superintending Officer for approval based on the required completion period before proceeding.

The Contractor shall devise a programme such that all maintenance operations shall be completed two (2) days before the following special dates:

- 15 July
- 23 February
- Other dates that may be given later
- The first day of Hari Raya Aidil Ffitri and Hari Raya Aidil Adha (date to be announced by the Prime Minister's Office)

The Contractor shall not carry out any maintenance work on such days without the written approval of the Superintending Officer.

Liquidated and Ascertained Damages as stated in the Form of Tender shall be imposed for each day the programme is not submitted for the approval of the Superintending Officer.

**3.0 MAINTENANCE REPORT**

The Contractor shall submit a monthly Maintenance Report to the Superintending Officer at the last day of the month until completion of the Maintenance Period.

#### 4.0 PROGRESS PAYMENT CLAIMS

The Contractor shall submit within one (1) month his claims for works done in the three (3) preceding months.

The Contractor shall not combine claims into one single claim.

Claims for works done other than that of the three preceding months shall not be entertained.

The Contractor may be required to submit proof of purchase of items required in his Contract in support of his claims.

#### 5.0 EXISTING STRUCTURES SERVICES AND TURFING

The Contractor shall submit make all reasonable efforts to safeguard and protect existing structures, services plants and turfing from any damage.

Permission to operate under or over structures and services and prevent damage to overhead and underground structures and services should be obtained from the relevant Authority for the services concerned.

The Contractor shall be responsible for the structures and services concerned. Any damage to existing plantings, structures services and turfing shall be made good at the Contractor's expense.

#### 6.0 QUALITY

All work shall be done to the best quality and meet the satisfaction of the Client.

The Superintending Officer or his representative shall be the sole judge of the quality and acceptability of the materials.

All maintenance work shall be performed by experienced workmen in accordance with the recognized horticultural practice and under the Supervision of the Contractor's skilled foremen.

Maintenance work shall be carried out only during suitable weather condition as recommended by Superintending Officer.

#### 7.0 THE MAINTENANCE WORKS

##### 7.1 MANTENANCE OF GRASS

###### i) Grass Cutting

Grass shall be close-cut following general contours of the ground. The stock or blade of the grass shall be no higher than 5mm and no lower than 1mm at any time during the period of the contract. Cow grass shall cut no higher than 50mm and no lower than 10mm at any time during the period of the Contract.

In mechanisations of all maintenance operations for the cutting of grass, mowers of various capacities to suit conditions shall be utilized to cut grass.

The Contractor shall comply with the Superintending Officer's specification on types of machines to be used.

ii) Trimming of edges

The edges of all sidetables, and other grassed areas adjoining roadways, footpaths, kerbs, dividers and concrete paved areas shall be cut back to proper straight lines and curves as the case may be, and trimmed thereafter to produce a neat and tidy appearance. This work shall be carried out immediately the grass in the area has been cut.

Grass growing in the cement joints of footpaths and along the edges of the roads adjacent to or directly fronting the sidetables, centre medians, circuses etc. shall be cut or manually weeded out and cleared.

Grass growing in grasscrete perforations shall be maintained to the same height as in 3.07 a above. The contractor shall allow for such provision in his tendered rate as claims for extra payment shall not be entertained.

iii) Cutting of grass around trees, shrubs and street furniture, etc.

The Contractor shall ensure that no damage is caused to trees, shrubs, street furniture etc. while cutting grass.

The Contractor shall employ a weed eater or other proper grass cutting machine to close cut the grass right up to the bases of mature trees (girth at and above 200mm measured at 1.0m above ground level) or street furniture without causing any damage.

The Contractor shall cut grass right up to the edge of the planting bed only or the weeded areas of shrubs, young trees (less than 200mm measured at 1.0m above ground level) and other plants without causing any damage.

iv) Cutting of grass on vacant lands.

On vacant lands where the vegetation is predominantly grass, the Contractor shall cut the grass with mechanical mowers. In areas where rank vegetation and undergrowth prevails, the Contractor shall strip and clear all the-vegetation, wild bushes, undergrowth, logs, rubbish and cut all unwanted trees less than girth at and above 200mm measured at 1.0m above ground level, trim and prepare the grounds so that the area can be mechanically cut in subsequent cutting, unless instructed otherwise by the Superintending Officer.

All vegetation, grass, etc. shall be closed cropped with mechanical mowers to ground level, and the site(s) shall be left in a neat and tidy condition on completion of the works.

Under no circumstances shall rank vegetation and grass be permitted to be burnt in vacant grounds.

v) Weeding of grass areas

All turfed areas shall be inspected for weed invasion before cutting commences. Any weeds which cause colour changes in the appearance of the grass areas such as Mimosa pudica and any tall growing weeds giving an uneven appearance to the grass areas between cuts shall be removed by hand weeding or other means to be proposed by the Contractor for approval of the Superintending Officer. Grass areas shall be kept weed free.

vi) Disposal of cut grass, weeds, litter and rubbish etc.

All cut grass cutting, trimmings, weeding, loose stones, litter and rubbish, etc. from the grass maintenance operation shall be collected and cleared from the site and disposed of off site on the same day at the Contractor's own expense.

vii) Fertiliser for Turf

Fertilizer for turf shall be granular type such as NPK 15-15—15 at a rate of 100g/m<sup>2</sup> once every 3 months. contractor may propose alternative fertilizer for the Superintending Officer's approval.

viii) Turf Repair

The Contractor when directed by the Superintending Officer shall rectify areas of bare patches and dried up areas resulting from soil 'compaction by regularly by vertical forking either manually or by the use of aerifying machines. This operation shall be carried out before fertilising or liming. The ground shall then be prepared for re-turfing by hydroseeding.

ix) Certification of Grass-Cutting

The monthly rate for grass cutting in the Summary of Tender is for the Contractor to keep the height of the grass in accordance of this Specifications and it does not refer to individual cutting operations.

Within any particular one month, the Contractor is expected to carry out several grass cutting operations in different areas. The contractor shall record details of each cut (such as date and zone) and obtain certification from the Superintending Officer within 2 working days from the day of cutting for the Superintending Officer's record purposes.

Failure to obtain certification from the Superintending Officer within the stipulated period may render the Contractor's claims to be rejected.

If there are no record of any cutting for any particular month, it shall be deemed that no cutting operations were carried out and as such no claims for grass cutting shall be entertained for that month.

x) Certification of Fertiliser Application fir Turf

The Contractor shall record details of each fertilizer application (such as date and zone) and obtain certification from the Superintending Officer within 2 working days from the day of application for the Superintending Officer's record purposes.

Failure to obtain certification from the Superintending Officer within the stipulated period may render the Contractor's claims to be rejected, especially when all visible traces of fertilizer has disappeared.

7.2 WATERING

All trees, shrubs and other plants shall be watered sufficiently to maintain satisfactory growth. The frequency of watering shall normally be higher during the dry season and necessary and proper adjustments shall be made for seasonal and environmental variations and for the different types of plants.

The Contractor shall take care not to over water as this may lead to root rot. Only clean water from water mains shall be used.

No source of supply other than the Public Water mains may be used without it first being inspected and approved by the Superintending Officer. Watering shall be carried out in such manner that the plantings are not shaken, upheaved, or dislodged.

7.3 PRUNNING AND TRMMING

i) Generally

All pruning shall be made cleanly leaving no ragged edges, torn barks, or bruising and Crushing of the stems.

Proper tools such as secateurs, shears, saws and/or pruning knives shall be used for the relevant pruning and trimming operation.

All branches, leaves, etc. trimming or pruned and rubbish collected during the pruning operation shall be collected and cleared from the site and disposed of offsite expeditiously at Contactor's own expense.

ii) Trees and Palms

Pruning shall be carried out once every three months as provided in the Summary of Tender. However, additional pruning operations may be required by the Superintending Officer under special or exceptional circumstances.

Pruning and trimming for young trees shall be limited to thinning, shaping and preserving the leading shoot (or encouraging another to form should the leading shoot be damaged). Established trees shall be pruned to remove dead, diseased, broken and crossing branches, multiple leading shoots save one to preserve the shape of the tree. Branches obstructing pedestrian or vehicular traffic shall be removed from the trunk to allow greater clearance to such traffic. All pruned branches exceeding 30mm in diameter must be treated with approved free wound dressing and/or preservative such as bitumastic paint to the satisfaction of the Superintending Officer.

Pruning shall also include the removal of paint eaves on regular basis. This operation may need to be carried out more frequently than once every six months.

iii) Shrubs

Pruning shall be carried out once every two months as provided in the Summary of Tender. However, additional pruning operations may be required depending on the vigorous growth of individual species. The Contractor shall have allowed for the additional pruning in his rates.

Shrubs shall be pruned to regulate height, shape and thickness of growth and shall involve:

- removal of dead, diseased and broken branches.
- removal of dead diseased and broken shoots removal of shoots alien to the character of the plant.
- removal of old and weak growth.

iv) Groundcovers

Groundcovers shall be trimmed to keep growth within its desired bounds once every month as provided in the Summary of Tender. However, additional trimming operations may be required depending on the vigorous growth of individual species. The Contractor shall have allowed for the additional pruning in his rates.

#### 7.4 WEEDING

All planted areas are to be kept in a weed-free condition and weeding operation shall be carried out by hand. Weeding shall mean the removal of unwanted vegetation growth such as weeds. Soil around the base of trees, shrubs and groundcovers to be kept clear of weeds by hand weeding or hoeing.

Chemical weed killers shall not be used.

All weeds and rubbish collected during the weeding operation shall be collected and cleared from the site and disposed offsite expeditiously to the approved dumping grounds at Contractor's own expense.

#### 7.5 TILING AND FORKING

Tiling shall be done once every three months to loosen compacted soil and ensure good soil aeration around trees, shrubs and other plantings. Care must be observed in order not damage the roots of the plants. Tiling and forking are best scheduled after weeding work. The soil shall not be tilled after heavy rain or after watering. After tiling, moderate watering is required especially during dry weather condition.

#### 7.6 MULCHING

Mulching shall be carried out once every three months. On special occasions, the Superintending Officer may require the Contractor to apply mulching out of schedule. In this event, the schedule shall be readjusted accordingly. The Contractor shall take into consideration of the special dates as in para. 2 above.

Mulch shall be well-composed organic matter to be approved by the Superintending Officer. Well composted shall mean the original individual organic components such as tree bark or wood chipping can no longer be distinguished. Materials where the original organic matter still discernible shall be rejected.

#### 7.7 FERTILISER AND FEEDING

Fertiliser shall be conventional NPK granular fertilizer, which may have the following ingredients.

N		20%
P		10%
K		5% to 10%
Ca	As phosphate	4.00% w/w
S	As sulphate phosphate	6.00% w/w
Mg	As oxide	0.20% w/w
Cu	As sulphate	0.33% w/w
Zn	As oxide	0.50% w/w
Fe	As sulphate	0.33% w/w
Mn	As sulphate	0.16% w/w
Mo	As molybdate	0.01% w/w
B	As tetraborate	0.01% w/w

For example:	3.0 m high tree	400 grams
	3.0 m high palm	400 grams
	2.5 m high tree	200 grams
	600 mm shrubs	60 grams
	300 mm shrubs	40 grams
	150 mm plant	10 grams

The required quantity of fertiliser shall be placed evenly around the dripline for trees and palms, and spread evenly on the ground for shrubs and groundcovers. The fertiliser shall be applied once every fortnight.

#### 7.8 PEST AND DISEASE

The Contractor shall carry out weekly inspections all trees, shrubs, groundcovers and grass areas for pests and disease. The result of the weekly inspections shall be submitted monthly to the Superintending Officer for his retention.

Any discovery of pest and disease shall be reported immediately to the Superintending Officer.

The Contractor shall first obtain approval from the Superintending Officer on types of pesticides, insecticides and **fungicides** to be used. These chemicals shall be used in strict accordance with the manufacturer's instructions. .

Spraying of pesticides, insecticides or fungicide shall be **carried out immediately with at the first sign of infection and damage. Spraying shall be repeated ten (10) to fourteen (14) days after first spraying.**

Pesticides, insecticides and fungicides to be applied in early morning or evening to prevent leaf burn.

#### 7.9 REPLACEMENT OF TREES SHRUBS AND OTHER PLANTS

Contractor shall straighten frees and replace dead or dying frees or other plants whenever directed by the Superintending Officer. Dead or dying plants attributed to Contractor's negligence shall be replaced at Contractor's own expense. Determination of cause of death shall be at the sole discretion of the Superintending Officer.

#### 7.10 REPLACEMENT OF VANDALISED OR WEATHER-DAMAGED PLANTS

The onus shall at all times be on the Contractors to prove that death or damage was so caused. The Contractor shall report to the Superintending Officer any activities carried out by others on site. On any event, no claim shall be considered unless submitted in writing to the Superintending Office within seven (7) working days of the event occurring. Those plants so damaged as a result of vandalism shall be replaced immediately and securely protected. Trees shall be well staked with adequate tree guards for the full height of the stem.

#### 7.11 FRIMING-UP AND TREE STAKES

This shall be undertaken from time-to time during the period and particularly after heavy rain and/or strong wind. Tree ties shall also be tightened or slaked as necessary according to the tree's growth. Any damaged branches shall be carefully pruned back and the wounds sealed.

7.12 EROSION AND SLIPPAGE

All grass areas on sloping grounds shall be checked after rain for possible erosion or slippage. Any erosion or slippage shall be reported to the Superintending Officer immediately.

7.13 DRAINAGE

The Contractor shall carry out monthly inspection all drainage on grass areas, surface water drains and channels for possible blockages and breakages. They shall be regularly cleared and kept free of rubbish and debris.

The Contractor shall conduct a visual check of the surface water drainage system in the grass area during or immediately after heavy rain to locate possible problem areas. All ponding areas shall be rectified by the Contractor when directed by the Superintending Officer.

The Contractor shall immediately report to the Superintending Officer on all breakages and blockages of the drainage system.

The Contractor shall submit a **monthly report** to the Superintending Officer.

7.14 SOIL TESTING AND LINTING

The Contractor shall arrange for soil testing and shall be made annually for the purposes of checking the ph and nutrient status of the soil. The testing shall be conducted by a laboratory approved by the Superintending Officer

**BILLS OF QUANTITIES /  
SUMMARY OF TENDER**

**LANDSCAPE MAINTENANCE SERVICES FOR  
INTERNATIONAL CONVENTION CENTRE, BERAKAS,  
MINISTRY OF FOREIGN AFFAIRS. FOR A PERIOD OF THREE (3) YEARS  
MFA/ICC/LMS/06/2022**

ITEM	DESCRIPTION
A1	<p><b>Conditions &amp; Requirement</b></p> <p>The scope of works / services shall include the following areas:</p> <ul style="list-style-type: none"> <li>(i) Landscaped area (Grass, plants, shrubs, groundcovers, trees, etc) of approximately FIVE (5) HECTARES or TWELVE (12) ACRES.</li> <li>(ii) Cleaning of compound, pavements, roadside, perimeter drains, outside walls, walkways &amp; fenced courtyards.</li> <li>(iii) ICC Water fountain</li> <li>(iv) Cleaning of rubbish collection centre / area</li> </ul> <p>The extend of the landscape maintenance areas are as indicated/shown in the drawings (see Appendix section)</p>
A2	<p><b><u>Workmen</u></b></p> <ul style="list-style-type: none"> <li>i) The contractor shall employ and provide the required number of workmen specified below at working hours from 07:00 to 17:00 hours on Monday to Saturday inclusive of 1.5 hours break. <ul style="list-style-type: none"> <li>a) ONE (1) supervisor full time</li> <li>b) EIGHT (8) full time Gardeners / Workers (skilled &amp; semi skilled)</li> </ul> </li> <li>ii) All workmen employed shall be in possession of the necessary and valid work permits to allow them to work in this contract.</li> <li>iii) In the event of shortage of workers due to absenteeism/ medical or annual leave, the Contractor shall take immediate steps to provide temporary replacement (s) to comply with the specification as specified in this tender, and such replacement (s) must be presented before the Employer's representative (not later than three (3) hours 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: - <ul style="list-style-type: none"> <li>Failure to provide Amount of Damages Payable <ul style="list-style-type: none"> <li>a) Supervisor: \$ 50 per supervisor per day.</li> <li>b) Gardener/worker: \$ 30 per gardener/worker per day.</li> </ul> </li> </ul> </li> <li>iv) The amount damages shall be deducted from the Contractor's bill for the current month, but not without prior notice to the Contractor.</li> <li>v) However, the Employer may waive such amount of damages payable if the Employer is satisfied that the Contractor can give satisfactory reasons for staff shortage.</li> <li>vi) The Contractor shall before the commencement of the contract provide the Employer's representative with a list showing the names and other particulars of the staff employed for the contract.</li> </ul>

ITEM	DESCRIPTION
A3	<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> <p>iii) All cut grass cuttings, 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>
A4	<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 i.e. Parking A, B, C, D etc &amp; perimeter and storm drainage, etc.</p> <p>ii) All aprons &amp; open drains within the building lines inclusive of covered carparks, porches / foyers, etc are not included in this contract.</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, side ways, driveways, kerbs and signage.</li> <li>- Water fountain maintenance - cleaning and removed any debris inside the water fountain pool</li> </ul> <p>v) 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.</p>
A5	<p><b><u>Pest and Disease</u></b></p> <p>Any discovery of pest and disease shall be reported immediately to the Superintending Officer.</p> <p>To carry out weekly inspections to all trees, shrubs, groundcovers and grass areas for pests and disease. The result of the weekly inspections shall be submitted monthly to the Superintending Officer for his retention.</p> <p>The Contractor shall first obtain approval from the Superintending Officer on types of pesticides, insecticides to be used. These chemicals shall be used in strict accordance with the manufacturer's instructions.</p> <p>Spraying of pesticides, insecticides or fungicide shall be carried out immediately with at the first sign of infection and damage. Spraying shall be repeated ten (10) to fourteen (14) days after first spraying.</p> <p>Pesticides, insecticides and fungicides to be applied in early morning or evening to prevent leaf burn.</p>

LANDSCAPE MAINTENANCE SERVICES FOR  
INTERNATIONAL CONVENTION CENTRE, BERAKAS,  
MINISTRY OF FOREIGN AFFAIRS FOR A PERIOD OF THREE (3) YEARS  
MFA/ICC/LMS/06/2022

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNTS B\$
	<b>PRELIMINARIES</b> Allow for the following sum of preliminaries necessary to meet requirements and to comply with the conditions of contract, specification and all other direct or indirect expenses for the proper execution of the work and services for this contract:-				
1	<u>Health, Safety &amp; Environment</u> Health, Safety and Environment requirements including First-Aid kit, personal protective equipment (PPE) i.e. safety goggles, safety boots, safe handling gloves, face shields, etc.; safe access i.e. scaffoldings & ladders, safety harnesses, etc.; safety signages i.e. "Caution Works in Progress", etc. as required and instruct by S.O.	Lump	Sum		
2	<u>All Risk Insurance</u> To provide Contractor's all risks' insurance i.e. Fire, Workmen Compensation, Public Liabilities.	Lump	Sum		
3	<u>Daily, Weekly, Monthly Work Schedule &amp; Reports</u> To provide Daily, Weekly & Monthly Work reports on Schedules of Services / Works including administration & management reports i.e. attendance, replacement, etc. of full-time / part-time Site Supervisor, Gardeners / Workers.	Lump	Sum		
4	<u>Staff Identifications, Working Uniforms /Attaires &amp; PPE</u> To provide working uniforms/attaire/PPE including footwares, etc. suitable & appropriate for the landscaping & cleaning services inclusive of company's identifications, labels, etc. & approved by the Superintending Officer (S.O.);	Lump	Sum		
5	<u>Tools, Equipment, Machinery etc.</u> To provide recommended manual and/or powered/pressured tools, plants, equipment, machines for grass cutting, trees trimming, landscaping works and cleaning works, scaffolding, ladder or if necessary crane to carry out work/services at high area as required, etc and with appropriate & safe conditions & adequate quantities.	Lump	Sum		
Sub-total carried to collection page ST/7					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNTS B\$
	<b><u>MAINTENANCE WORKS</u></b>				
6	<u>Grass Cutting Works / Services</u> To cut all grass areas including all & within the land boundary lines & at least & between THREE (03) & up to six (6) metres wide from, around & along the outside of perimeter and boundary fencings, drains, road kerbs, etc. & 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. FREQUENCY: EVERY 14 DAYS & AS PER S.O. INSTRUCTION	78	Times		
7	<u>General Compound Cleaning Works / Services</u>				
7.1	To clean, pick up, clear all litter, garbage, rubbish, refuse, dried & fallen trees & tree branches. etc. that found at designated site - within the land boundary line & at least / between THREE (03) & upto six (6) metres wide from, around & along the outside of perimeter and boundary fencings, drains, kerbs. Etc. FREQUENCY: DAILY	36	Months		
7.2	To clean by means of water jetting & scrubbing of open / covered perimeter & storm drains / drain vertical support walls including concrete pathways / walkways / roadways, etc. FREQUENCY: QUARTERLY	12	Times		
7.3	To clean by means of water jetting & scrubbing of Rubbish / Garbage Collection Centre / Area. FREQUENCY: QUARTERLY	12	Times		
8	<u>ICC Water Fountain System</u> To clean by appropriate manners the Water Fountain at front of Main Porch Area (main access Gate 1). Works shall include by gently scrub the surface area of the fountain and the lettering with diluted bleach; remove leaves and other debris from the pump's intake valve, filter and housing, use a small brush to scrub hard-to-reach areas; cleaning/backwash sand filter; to flush the pump and clogged hose lines / nozzle. Rate also to include replacement of pump filters (catridge), nozzle and cover when necessary; to change / replenish the fountain's water as per instruction of OIC and to mix in additives designed to inhibit algae growth and deposit buildups with each water change.	12	Times		
Sub-total carried to collection page ST/7					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNTS B\$
	<u>General Landscape Maintenance Works</u>				
9	<u>Fertilisers</u> To provide and apply to all lawn and required areas the recommended granular / tablets fertilisers, chemicals i.e pesticides, insecticides or fungicide / fungicidal perservtives, etc, within the duration of the contract as detailed in General Specification. The required quantity of fertiliser shall be placed evenly around the dripline for trees and palms, and spread evenly on the ground for shrubs and groundcovers. The fertiliser shall be applied once every fortnight.	36	Months		
10	<u>Weeding</u> To remove manually of unwanted vegetation growth such as weeds, etc. to all shurb in beds & planter boxes & at trees bases & are to be kept in a weed-free condition. Soil around the base of trees, shrubs and grouncovers to be kept clear of weeds by hand weeding or hoeing. All weeded materials, debris, etc, must be cleared and removed from site immediately on the same day.	36	Months		
11	<u>Tiling and Forking</u> To loosen compacted soil and ensure good soil aeration around trees, shrubs and other plantings. Care must be observed in order not to damage the roots of the plants. Tiling shall be done once every three months. Tiling and forking is best scheduled together with the weeding work.	36	Months		
12	<u>Mulching</u> To carry out mulching once every three months. On special occasions, the S.O may require the Contractor to apply mulching out of schedule. In this event, the schedule shall be readjusted accordingly. Mulch shall be well-composed organic matter to be approved by the Superintending Officer. Well composted shall mean the original individual organic components such as tree bark or wood chipping can no longer be distinguished. Materials where the original organic matter still discernible shall be reiected.	36	Months		
13	<u>Pest and Disease</u> To carry out weekly inspections to all trees, shrubs, groundcovers and grass areas for pests and disease. The spraying of pesticides, insecticides or fungicide shall be carried out immediately with at the first sign of infection and damage. Spraying shall be repeated ten (10) to fourteen (14) days after first spraying. Pesticides, insecticides and fungicides to be applied in early morning or evening to prevent leaf burn.	36	Months		
Sub-total carried to collection page ST/7					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNTS B\$
14	<p><u>Pruning and Trimming</u>            To carry out pruning and trimming works to small trees (trunk girth less than 300mm), palms shrubs, groundcovers, etc with proper tools such as secateurs, shears, saws and/or pruning knives. All operation shall be made cleanly leaving no ragged edges, torn barks, or bruising and crushing of the stems.            All branches, leaves, etc. trimming or pruned and rubbish collected during the pruning operation shall be collected and cleared from the site and disposed of offsite expeditiously at Contactor's own expense.</p>	36	Months		
15	<p><u>Pruning, Trimming / Cutting off Large Trees branches</u>  <u>(Provisional item)</u>            if necessary and by instruction of Officer Incharge            To carry out pruning and trimming / cutting off large trees branches (trunk girth more than 300mm) with proper machineries, equipments and tools such as chainsaw, axe, saws, scaffoldig, 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 branches, leaves, etc. trimming or pruned and rubbish collected during the operations shall be collected and cleared from the site and disposed of offsite expeditiously at Contactor's own expense.</p>	60	Nos		
Sub-total carried to collection page ST/7					

LANDSCAPE MAINTENANCE SERVICES FOR  
INTERNATIONAL CONVENTION CENTRE, BERAKAS,  
MINISTRY OF FOREIGN AFFAIRS FOR A PERIOD OF THREE (3) YEARS  
MFA/ICC/LMS/06/2022

COLLECTION PAGE

DESCRIPTION	AMOUNT
Sub-total from page ST/3	
Sub-total from page ST/4	
Sub-total from page ST/5	
Sub-total from page ST/6	
<b>Grand Total of This TENDER</b>	

Total Tender Amount: B\$ .....

(Brunei Dollar : .....

.....

\_\_\_\_\_  
Contractor's Signature & Stamp

Date :- \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

# APPENDIX

## APPENDIX

*Clause :*

13 \_\_\_\_\_ Period of Final Measurement (If none stated is three (3) months).

26 (b) \_\_\_\_\_ Date for Possession.

26 (b) \_\_\_\_\_ End of Contract Date.

28 \_\_\_\_\_ Period of compliance of S.O.'s written notice (If none stated three (3) days).

31 \_\_\_\_\_ Services, covered by Prime Cost or Provisional Sums, for which the Contractor will be permitted to tender.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

33 (a) \_\_\_\_\_ Value of Services to be done before certificate will be issued.

33 (b) \_\_\_\_\_ Period for honouring of certificate.



# APPENDIX 3

## SCHEDULE OF FERTILIZERS, PESTICIDE AND INSECTICIDES

The tenderers shall list the type and specific name of fertilizers, pesticide and insecticides intended to be used in this contract.

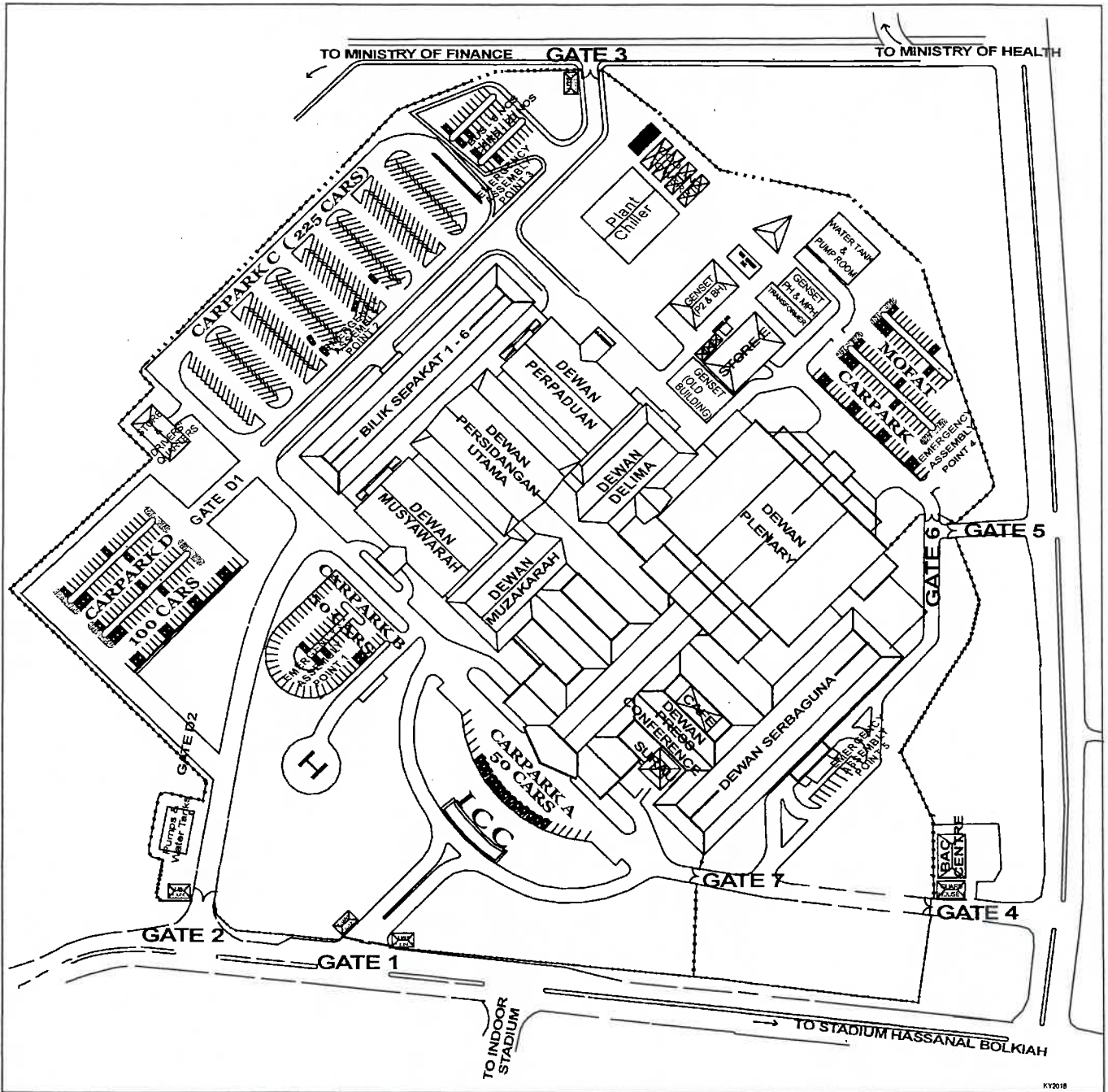
### 2.1 Fertilizers

Item	Description	Brand	Manufacturer	Origin
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

### 2.2 Pesticides & Insecticides

Item	Description	Brand	Manufacturer	Origin
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

**INTERNATIONAL CONVENTION CENTRE  
 MINISTRY OF FOREIGN AFFAIRS AND TRADE,  
 NEGARA BRUNEI DARUSSALAM**



**ADDITIONAL INFORMATION  
TO BE FILLED BY TENDERER**

**MAKLUMAN TAMBAHAN PERLU  
DISEDIAKAN OLEH PENAWAR**

**ADDITIONAL INFORMATION TO BE  
SUPPLIED BY TENDERERS**

**Peringatan:**

Kegagalan menyiapkan bahagian Borang tawaran muka surat A1/2 hingga A1/6 boleh menyebabkan tawaran tidak akan diterima.

**Note:**

Failure to complete this section of the Form of Tender (page A1/2 to A1/6) may render the Tender unacceptable

**SENARAI JUMLAH TENAGA MANUSIA YANG AKAN DISERTAKAN  
UNTUK MEMBUAT PROJEK INI  
(Jika Berjaya)**

Proposed Manpower Allocation and Additional Labour quota required (if Successful) :

Bil No	Nama Jawatan (Name of Posts)	Jumlah (Total)

**Jumlah quota buruh yang masih ada :**

(No of Labour quota still)

Available (from table - 1 - ) : .....

**Jumlah quota buruh yang di kehendaki**

(Total additional labour quota required) : .....

**Tandatangan Saksi**  
Signature of Witness

**Tandatangan Pemborong**  
Signature of Tenderer

-----  
**Tarikh :**

Date :

-----  
**Tarikh:**

Date :





**SENARAI PEKERJA ASING SYARIKAT**  
(List of Company's Foreign Workers)

**LIST OF FOREIGN WORKERS**

TOTAL NUMBER OF LOCAL:           - \_\_\_\_\_ WORKERS  
TOTAL NUMBER OF FOREIGNER:   - \_\_\_\_\_ WORKERS  
TOTAL NUMBER OF ALL WORKERS:   - \_\_\_\_\_ WORKERS  
  
PERCENTAGE OF FOREIGN LOCAL WORKERS: - \_\_\_\_\_

No.	Name of Workers	PASSPORT / ID. No.	Position	Monthly Salary	Benefits Given to Workers

**Tandatangan Saksi**  
Signature of Witness

**Tandatangan Pemborong**  
Signature of Tenderer

-----  
**Tarikh :**  
Date :

-----  
**Tarikh:**  
Date :

**SENARAI KERJA-KERJA YANG SEDANG DILAKSANAKAN**  
List of Current / Ongoing Project (Landscape Maintenance Works)

<b>Qtn/Tender No. Ref</b>	<b>Project Title</b>	<b>Contract Amount</b>	<b>Start Date</b>	<b>End Date</b>	<b>Progress %</b>

**Tandatangan Saksi**  
Signature of Witness

**Tandatangan Pemborong**  
Signature of Tenderer

-----  
**Tarikh :**  
Date :

-----  
**Tarikh:**  
Date :

**SENARAI KERJA-KERJA YANG YANG TERDAHULU**  
List of Previous Project (Landscape Maintenance Works)

<b>Qtn/Tender No. Ref</b>	<b>Project Title</b>	<b>Contract Amount</b>	<b>Start Date</b>	<b>End Date</b>

**Tandatangan Saksi**  
Signature of Witness

**Tandatangan Pemborong**  
Signature of Tenderer

-----  
**Tarikh :**  
Date :

-----  
**Tarikh:**  
Date :

**SENARAI KERJA-KERJA YANG AKAN DI SUB – CONTRACT**  
(Proposed List of Jobs to be Sub – Contract)

<b>Bil No</b>	<b>Kerja-Kerja (Works)</b>	<b>Kepada (To)</b>	<b>Ulasan (Remarks)</b>

**Tandatangan Saksi**  
Signature of Witness

**Tandatangan Pembedor**  
Signature of Tenderer

-----  
**Tarikh :**  
Date :

-----  
**Tarikh:**  
Date :