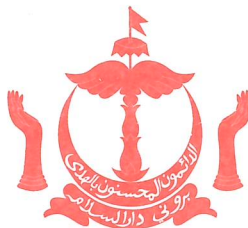


Telefon : +6732381133
Fax : +6732380392
E-mel : jpp@moe.gov.bn
Website : www.moe.gov.bn/jpp



جابتن قوروسن قنديق

JABATAN PENGURUSAN PENDIDIK
KEMENTERIAN PENDIDIKAN
JALAN LAPANGAN TERBANG LAMA
BANDAR SERI BEGAWAN BB3510
NEGARA BRUNEI DARUSSALAM

FORM OF QUOTATION

Quotation No : DP/JKSH/ 186 (JPP-DIS-2023)
Open On : 18 / 12 / 2023
Closed On : 26 / 12 / 2023

	1. _____ 2. _____ 3. _____
FOR OFFICIAL USE ONLY	

Quotation For : PENGENDALIAN KURSUS LATIHAN "DECISION MAKING" BAGI PESERTA PROGRAM MODULAR ARAS 3 & ARAS 4 BAGI TAHUN 2024

PART A - AGREEMENT

All written information/prices and signatures are preferably be in **BLUE INK**.
RED AND GREEN INK ARE NOT ALLOWED

1.0 On behalf of (Name of Company) _____
I, the undersigned, agree to carry out the above Works/Service/Supply* for a sum of
B\$ _____ (Brunei Dollars _____)
within a period of 2 Days in accordance with the terms and conditions (PART C - APPENDIX).

2.0 Name & Signature : _____
As Owner /Director* (_____)

2.1 IC No. : _____

2.2 Name & Signature : _____
of Witness (_____)

2.3 IC No. : _____

2.4 Address : _____

2.5 Telephone No. : _____ (Office) / _____ (H/P)

2.6 Date : _____

* Delete as necessary

Note :

1. All Contractors must submit and complete this form.
2. Failure to submit and complete this form will result in rejection and will not be entertained.
3. Any **amendments** are to be duly **signed and stamped**.
4. All contractors must ensure that **owner/director must company stamped and signed** on part 2.0 in Form Of Quotation and **every page of BOQ cost breakdown**, otherwise this quotation submitted will be rejected and disqualified.

JPP TERMS AND CONDITIONS FOR QUOTATION WORKS 2022



PART B - TERMS OF QUOTATION

1.0 BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

- 1.1.1 To provide access at proper times for the Vendor to do his work.
- 1.1.2 To provide all information and facilities stated in this contract to enable the Vendor to do his work.
- 1.1.3 To pay the Vendor as provided in this Contract.
- 1.1.4 To assign a **Officer in Charge (O.I.C.)** to administer this Contract.
- 1.1.5 May take out or renew insurances referred to in Clause 1.2.4 below if the Vendor fails to do so.

1.2 Overall Obligations of the Vendor:

- 1.2.1 To finish the Works to the quality standards provided in this Contract within the time frames and completion period provided in this Contract.
- 1.2.2 To cooperate with all other Vendors working on the project and not to disrupt them or cause damage to them.
- 1.2.3 To provide a collateral warranty containing a similar obligation as under this Contract directly to a third party if requested by the O.I.C.
- 1.2.4 To provide and maintain valid Vendor's all risks insurance policy at all times.

1.3 Instructions & Certifications

- 1.3.1 The O.I.C. can issue instructions and certifications including job orders to the Vendor on anything relating to the Works.
- 1.3.2 All instructions, certifications and job orders must be in writing, dated and clearly identified as O.I.C.instructions, certifications or job orders.
- 1.3.3 The Vendor must comply with all instructions, certifications and job orders issued by the O.I.C.
- 1.3.4 The O.I.C. may arrange others to complete the Works if the Vendor fails to comply with Clause 1.3.3, and the Contractor shall pay for all extra costs incurred.

2.0 QUALITY, HEALTH AND SAFETY

2.1 Quality

- 2.1.1 The Vendor must do his work based on the documents referred to in this Contract and other instructions and information given to him by the O.I.C.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Vendor, the O.I.C. must inform the Vendor of the shortfall(s). The Vendor must rectify the shortfall(s).
- 2.1.3 If the Vendor does not rectify the shortfall(s), The O.I.C. may arrange others to rectify the shortfall(s). The O.I.C. can also certify either:
 - (a) The cost of rectifying such shortfall(s); or
 - (b) The reduced value of the completed Works due to such shortfall(s)as provided in the payment certification clause.
- 2.1.4 The O.I.C. can continue to do this throughout the project and during the Defects Liability Period (as stated in the Appendix) after the O.I.C. confirms the Works is complete as provided in the completion clause.

2.2 Variations To Work

- 2.2.1 The O.I.C. can issue instructions to vary the Works to be done.
- 2.2.2 If the O.I.C. instructs the Vendor to vary any of the Works and there is a financial impact, the O.I.C. must certify the value of the variation work as provided in the payment certificate clause.
- 2.2.3 The O.I.C. must value the variation work using the Summary of Works rates. If there are no Summary of Works rates then using schedule of rates or if neither are available using fair market rates.
- 2.2.4 This shall be done in a written certificate clearly identified as Variation Order Certificate.

2.3 Health and Safety (if applicable)

- 2.3.1 The Vendor must keep the site clean and safe at all times.
- 2.3.2 The Vendor must comply with all laws and regulations relating to Health and Safety Act, if any.



3.0 TIME OBLIGATIONS

3.1 Starting, Progress and Finishing

- 3.1.1 If not stated in this Contract, the Contract Administrator will inform the Contractor when to start work in writing.
- 3.1.2 The Vendor must progress with the Works in a regular and diligent manner.
- 3.1.3 The O.I.C. can instruct the Vendor to stop and restart at any time.
- 3.1.4 The Vendor must finish all the Works within the deadlines stated in this Contract or as instructed by the O.I.C.

3.2 Adjusting Time for Completion

- 3.2.1 If the Government or O.I.C. or anyone within either of their responsibility or control (which includes other vendors on site), or anything beyond the Vendor's control, disrupts the Vendor from finishing within the completion period, the O.I.C. must assess the impact of this disruption on the Vendor's work to be done.
- 3.2.2 If any Completion Date is affected the O.I.C. must adjust the Completion Date.
- 3.2.3 This must be done in a written certificate clearly identified as Extension of Time Certificate.
- 3.2.4 Any attempt on altering the period of completion on the Form of Quotation by The Vendor without the Extension of Time Certificate will be considered as non-compliance and will result in cancellation.

3.3 Completion

- 3.3.1 When the Vendor practically completes all the Works, he may inform the O.I.C. stating he has completed.
- 3.3.2 The O.I.C. must decide when the Works was actually practically completed by the Vendor.
- 3.3.3 This decision must be in a written certificate clearly identified as Certificate of Practical Completion.
- 3.3.4 The O.I.C. must decide when all obligations of the Vendor are fully discharged.
- 3.3.5 This decision must be in a written certificate clearly identified as a final completion certificate.
- 3.3.6 This must be done after the end of Defects Liability Period (as stated in the Appendix) or when the Vendor has rectified all the shortfall(s) including Works that is not according to this Contract and any other breach of Contract by the Vendor identified by the O.I.C., whichever is later.

3.4 Delayed Completion

- 3.4.1 If the Vendor does not finish within any deadline he shall pay Liquidated and Ascertained Damages due to the delay to the Government as provided in the payment certification clause.
- 3.4.2 Liquidated and Ascertained Damages is calculated for delay between when the Vendor should have completed the Works and when he actually completes the Works.

4.0 PAYMENT CERTIFICATION

4.1 Claims and Payment Certificate

- 4.1.1 The Vendor must submit a claim for the Works done before payment certificate can be issued.

4.2 Contents of Payment Certificate:

- 4.2.1 The payment certificate must include the following:
- 4.2.2 Add the following:
 - (a) Cumulative value of the Works done. This is valued based on Summary of Works rates or schedule of rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the O.I.C. and properly done by the Vendor.
- 4.2.3 Deduct the following:
 - (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Vendor should have completed the Works and when he actually practically completes the Works.
 - (b) The value of any shortfall(s) due to work done according to this Contract or due to any other breach of this Contract by the Vendor which the O.I.C. has informed the Vendor. If the Vendor does not rectify the shortfall(s) the O.I.C. can certify either:
 - (i) The cost of rectifying such shortfall(s) by others; or
 - (ii) The reduced value of the completed Works due to such shortfall(s) as stated in the Appendix.
 - (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Vendor rectified all the shortfall(s) including work that is not done according to this contract and any other breach of contract by the Vendor identified by the O.I.C.

- 4.2.4 The Net Amount Payable is the amount the Government must pay to the Vendor. This is calculated by:
- (i) Adding the total under additions above;
 - (ii) Deducting the total of all deductions above; and
 - (iii) Deducting the cumulative amount certified previously.
- 4.2.5 The O.I.C. may deduct any monies owed by the Vendor to the Government under this or any contract from the Vendor's payments.

5.0 TERMINATION OF CONTRACT

5.1 If the Vendor:

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

for fourteen (14) days after a notice sent to the Vendor, the O.I.C. can determine this contract by a written notice.

5.2 If the Vendor:

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

this Contract is terminated by a written notice.

5.3 In either (5.1) or (5.2) above, the O.I.C. may complete the Works by other ways and the Vendor shall pay for all extra costs incurred.

PART C - APPENDIX

1.0	Completion Date:		<u>2 Days</u>
2.0	Liquidated and Ascertained Damages (LAD): (If none stated, then the Superintending Officer may certify a reasonable sum as compensation for delay)		B <u>\$25.00</u> Per Day
3.0	Shortfalls / Defects Liability Period: (If none stated, SIX (6) MONTHS from the date of completion)		<u>6</u> Months



QUOTATION STATEMENTS

Bilangan Aduan

Bilangan Sebutharga

1 Kerja yang dicadangkan

DP/JKSH/ 186 (JPP-DIS-2023)

PENGENDALIAN KURSUS LATIHAN "DECISION MAKING" BAGI PESERTA PROGRAM MODULAR ARAS 3 & ARAS 4 BAGI TAHUN 2023

2 Segala penjelasan jika ada boleh dirujuk kepada yang dipertanggungjawabkan (O.I.C)

Dayang Jennifer Wong Yok Ting [8867488]
[jennifer.wong@bdta.moe.edu.bn]

3 Sebutharga hendaklah dimasukkan kedalam peti sebutharga yang disediakan.

PETI SEBUTHARGA

PERANCANGAN SEKTOR, PEMANTAUAN DAN PERKEMBANGAN SISTEM
ONE STOP CENTRE
BLOK 'C', GROUND FLOOR
KEMENTERIAN PENDIDIKAN
LAPANGAN TERBANG LAMA, BSB, BB3510
NEGARA BRUNEI DARUSSALAM.

4 Sebutharga akan diterima sehingga

09.00 Pagi (SELASA)

5 Pengerusi tidak akan terikat untuk menerima sebarang tawaran atau tawaran yang temurah.

6 Penawar yang mempunyai syarikat bukan sendirian berhad mestilah menyertakan salah satu salinan asal sijil-sijil berikut:

- i. Sijil Perniagaan (16 & 17) yang sah (jika ada);
- ii. Lain-lain sijil yang berkenaan

7 Penawar yang mempunyai syarikat sendirian berhad mestilah menyertakan salah satu salinan asal sijil-sijil berikut:

- i. Sijil Pendaftaran yang sah
- ii. Sijil Penubuhan syarikat Sendirian Berhad (Incorporation);
- iii. List of Directors' (Form X);
- iv. Lain-lain sijil yang berkenaan

8 Sebutharga mestilah dibuat di atas borang-borang yang tercetak yang mana boleh didapati daripada Laman Sesawang Rasmi Kementerian Pendidikan, Negara Brunei Darussalam

9 Sebutharga mestilah dimasukkan ke dalam sampul surat yang tertutup tanpa membubuh nama penawar atau bentuk pengenalan. Sampul-sampul surat tersebut mestilah dialamatkan kepada :

PENGERUSI JAWATANKUASA SEBUTHARGA PROGRAM 2
PERANCANGAN SEKTOR, PEMANTAUAN DAN PERKEMBANGAN SISTEM
ONE STOP CENTRE
BLOCK 'C', GROUND FLOOR,
KEMENTERIAN PENDIDIKAN
LAPANGAN TERBANG LAMA BERAKAS, BB3510
NEGARA BRUNEI DARUSSALAM

10 For International Vendors Only

Untuk menyertai tender ini, syarikat-syarikat antarabangsa yang berminat boleh mengemukakan dokumen secara dalam talian. Adalah perlu ambil perhatian bahawa penghantaran melalui dalam talian mestilah melalui password-protected. Semua dokumen dan kata laluan perlulah dihantar melalui emel yang berasingan iaitu secretariat.JKSH2@moe.gov.bn

Pada bahagian atas sampul surat tersebut mestilah ditulis dengan perkataan :-

Bilangan Sebutharga :

Tarikh Tutup :

DP/JKSH/ 186 (JPP-DIS-2023)

26 / 12 / 2023

Projek :

PENGENDALIAN KURSUS LATIHAN "DECISION MAKING" BAGI PESERTA PROGRAM
MODULAR ARAS 3 & ARAS 4 BAGI TAHUN 2024

Pmk. Pengarah
Jabatan Pengurusan Pendidik
Kementerian Pendidikan Negara Brunei Darussalam.

Tarikh: _____



INSTRUCTIONS TO TENDERERS

1.0 QUOTATION DOCUMENTS

- 1.1 Tenderers will each be provided with The Quotation Document, which shall consists of :
- a) Form of Quotation (Part A)
 - b) Terms of Quotation (Part B)
 - c) Quotation Statements
 - d) Instructions to Tenderers
 - e) Summary of Quotation (Works/Supply/Services)
 - f) Declaration by Tenderers 1A & 1B (fill in 1A or 1B where applicable)
 - g) Information on the Local Content (if applicable)
 - h) Work Programme (Schedule of works - if applicable)
 - i) Attachment C, C1 & C2
 - j) Integrity Declaration
 - k) Lampiran 1 (Annex 1)

2.0 SUBMISSION OF QUOTATION

- 2.1 Tenderers are to submit a set of the Quotation Document duly completed in a sealed envelope marked,

QUOTATION :

DP/JKSH/ 186 (JPP-DIS-2023)

QUOTATION FOR :

**PENGENDALIAN KURSUS LATIHAN "DECISION MAKING" BAGI PESERTA
PROGRAM MODULAR ARAS 3 & ARAS 4 BAGI TAHUN 2024**

To:

PENGERUSI

JAWATANKUASA TAWARAN DAN SEBUTHARGA PROGRAM 2

PERANCANGAN SEKTOR, PEMANTAUAN DAN PERKEMBANGAN SISTEM

ONE STOP CENTRE

BLOK 'C', GROUND FLOOR,

KEMENTERIAN PENDIDIKAN

LAPANGAN TERBANG LAMA, BERAKAS, BB3510

NEGARA BRUNEI DARUSSALAM

on : 26 / 12 / 2023 , not later than 09.00am

- 2.2 In the case of a Quotation not being delivered by hand, the Tenderer must arrange for his/her quotation and other documents to be posted in time to reach the stipulated place not later than the time stated.
- 2.3 Any Quotation received after the stipulated time, from whatever cause arising, will not be considered.
- 2.4 In no case will the Government be responsible for any expense or loss incurred by a Tenderer in the preparation of this Quotation.



3.0 VALIDITY OF QUOTATION

- 3.1 Tenders shall remain valid for **SIX (6) MONTHS** from the date for submission of Quotation and no Tenderer may withdraw his quotation within that period. The Superintending Officer shall reserve the rights to extend (or not extending) the tender validity period.

4.0 SITE VISIT (if applicable)

- 4.1 The tenderer shall be deemed to have visited the site while preparing the Quotation to ascertain himself the extent of the works involved, the nature of the working conditions and make himself thoroughly acquainted with any site restrictions, obstructions and all other details liable to affect his Quotation, and allow for the same in his Quotation, as no claim for extra payment regarding lack of information and knowledge in respect of the above shall be entertained.
- 4.2 The Tenderer shall also be responsible for making all the necessary arrangements with the Superintending-Officer in visiting the site (i.e. date and time of visit).

5.0 TENDERER'S RESPONSIBILITIES

- 5.1 Each Tenderer is held to have checked all pages as stated in the Contents of the Quotation Document and is to refer to the Superintending Officer for any missing or damaged pages, missing or damaged drawings or duplication.
- 5.2 No alterations or qualifications of any kind whatsoever may be made by the Tenderer to the text of the Quotation Documents. Any alteration or qualification made by the Tenderer shall be ignored and the original text shall be adhered to.
- 5.3 Any unauthorized condition, limitation or provision attached to the Quotation, or in any covering letter, shall be ignored and may result in the rejection of the Quotation.
- 5.4 Tenderers are instructed to treat this Quotation as strictly confidential and not reveal anything about this Quotation either to public or to the press.

6.0 DISCREPANCIES AND ERRORS

- 6.1 Should the Tenderer find any discrepancies, deviations, errors or omissions in the Quotation Documents prior to submitting his Tender, he shall notify the Superintending Officer in writing thereof before the Closing Date of Quotation.
- 6.2 Should the Tenderer make any errors in his extensions and/or in carrying forward to the "Total Amount of Quotation" or any obvious pricing errors, such errors shall be so rectified and adjusted that when correctly calculated, **the total to the "Total Amount of Quotation" shall represent the same amount as that tendered by the Tenderer in the "Form of Quotation". The Form of Quotation shall take precedent to the Total Amount of Quotation.**
- 6.3 Any errors or omissions in the Tenderer's rates and extensions in the Quotation Documents shall be rectified and adjusted such that the total amount shall be the same amount as that in the Form of Quotation as tendered by the Tenderer.



- 6.4 Tenderers are advised that the rates inserted in the Quotation must correctly reflect the cost of the works. If during evaluation of Quotation, rates are found, which, in the Superintending Officer's opinion, do not correctly reflect the cost of the particular item, the Quotation may be rejected or if considered for acceptance, shall be subject to adjustment of rates with prior agreement from the Tenderer, to provide a more equitable distribution of cost.

7.0 AMENDMENT OF QUOTATION PRICES

- 7.1 All prices shall **be written in permanent ink, preferably in BLUE INK except (GREEN AND RED INK ALLOWED).**
- 7.2 The Government shall **disqualify Quotation with amendment of Quotation Prices using Correcting Fluid or other erasing agent.** Any amendment shall be made by duly crossing out the original figures and writing the amended figures above or adjacent to the original figures. All amendment shall be duly signed by the Tenderer.

8.0 QUOTATION TO BE ON A FIRM PRICE BASIS

- 8.1 The Tender shall be made on the basis of the rates and prices in the Quotation Documents being firm and not subjected to any fluctuation in wage rates, prices of materials or any other costs.

9.0 AUTHORISED SIGNATORIES

- 9.1 Attestation of the "Form of Quotation", together with all appendices thereto the Quotation Documents shall only be signed by the **Chairman, Managing Director, Partner, Sole Proprietor, or whoever the authorized signatories, Letter of Authorization (from the company or legal advisor/ authority of the company)** shall be submitted with the Quotation. Such signature shall acknowledge that all details, prices and other particulars submitted with this Quotation have been checked, discussed, verified and agreed with him.
- 9.2 Tenderers shall submit with their Quotation a copy of the latest "Contractor's Registration Certificate", "Business Name Act Section 16 and 17" and "Particulars of Directors or Managers and of Any Changes Therein", where applicable.
- 9.3 Tenderers shall ensure that the 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 "Contractor's Registration Certificate". All certificates must be valid at the time of tendering. Any invalid or non-compliance with this condition shall render the Tender liable to rejection.



10.0 ACCEPTANCE OR REJECTION OF QUOTATION

- 10.1 Award of this Quotation shall not be based solely on the financial aspects but consideration shall be of organizational, programming and technical competence as demonstrated by the Tenderers in their overall Quotation submission.
- 10.2 The Government shall not bind itself to accept the lowest or any Quotation and no reasons shall be given for rejecting any Quotation.
- 10.3 It shall be the Tenderer's responsibilities to ensure that he shall comply with the current Government Regulations being enforced.

11.0 ADDENDA

- 11.1 Prior to the Date of Submission of the Quotations, the Superintending Officer may issue addenda to clarify or modify the Quotation Documents. A copy of each addendum shall be issued to every Tenderer, and shall become part of the Quotation Documents. Receipt of each addendum must be acknowledged on the form issued with the Addendum.

12.0 UNDERTAKINGS (If applicable)

- 12.1 In the event of a contract being awarded, any undertakings made by the Tenderer either at the Quotation assessment and recommendation interviews or in any subsequent correspondence, shall be incorporated into and shall form part of the Contract.

13.0 INFORMATION AND FULLY PRICED DOCUMENT

- 13.1 Tenderers are to submit with their quotation the information requested in the specification.
- 13.2 Failure to complete the "Form of Quotation", the "Additional Information to be supplied by the Tenderers" and any Quotation without the accompanying fully priced Summary of Quotation is liable to disqualification.

14.0 OTHERS

- 14.1 The Instruction to tenderers in so far as they affect the execution of the contract and shall be deemed to form part of the contract.



PENGAKUAN INTEGRITI PENENDER (DECLARATION 1A)
TENDERER'S INTEGRITY DECLARATION

BILANGAN SEBUTHARGA : **DP/JKSH/ 186 (JPP-DIS-2023)**
(QUOTATION REFERENCE)

TAJUK SEBUTHARGA : **PENGENDALIAN KURSUS LATIHAN "DECISION
(QUOTATION TITLE) MAKING" BAGI PESERTA PROGRAM MODULAR ARAS
3 & ARAS 4 BAGI TAHUN 2024**

JABATAN/KEMENTERIAN : **JABATAN PENGURUSAN PENDIDIK,
(DEPARTMENT/MINISTRY) KEMENTERIAN PENDIDIKAN**

Saya,.....pemilik / salah seorang pemilik
Syarikat yang ikut serta menghadapi
sebutharga di atas, dengan ini telah mengakui bahawa saya atau ahli keluarga saya tidak
ada kepentingan dalam lain-lain syarikat yang turut serta menghadapi tawaran yang
sama.

That I, the owner / one of the owners of
..... Company which participate in the
above mention tender, hereby declare that I or any member of my family do not have any
interest in other companies competing for the same tender.

Tandatangan & Cap Syarikat
(Signature & Company Stamp)



PENGAKUAN (DECLARATION 1B)

BILANGAN SEBUTHARGA
(QUOTATION REFERENCE) : **DP/JKSH/ 186 (JPP-DIS-2023)**

TAJUK SEBUTHARGA
(QUOTATION TITLE) : **PENGENDALIAN KURSUS LATIHAN "DECISION
MAKING" BAGI PESERTA PROGRAM MODULAR ARAS
3 & ARAS 4 BAGI TAHUN 2024**

JABATAN/KEMENTERIAN
(DEPARTMENT/MINISTRY) : **JABATAN PENGURUSAN PENDIDIK,
KEMENTERIAN PENDIDIKAN**

Saya,.....pemilik / salah seorang pemilik
Syarikat yang ikut serta menghadapi
sebutharga di atas, dengan ini telah memberikan kebenaran kepada
..... untuk menandatangani dokumen-
dokumen yang berkaitan dengan sebutharga ini bagi pihak Syarikat dan pemilik / salah
seorang pemilik Syarikat.

That I, the owner / one of the owners of
..... Company which participate in the
above mention tender, hereby declare that Mr./Miss/Mrs
..... are given the ***authority** to sign all related
documents on behalf of the Company.

***In accordance with Instructions To Tenderers paragraph 9.1 to submit the Letter of
Authorization (from the company or legal advisor / authority of the company).**

**Tandatangan & Cap Syarikat
(Signature & Company Stamp)**



MAKLUMAN MENGENAI DENGAN SENARAI PEKERJA TEMPATAN
INFORMATION ON THE LOCAL CONTENT
(To be filled up by Vendors and returned with the Form of Quotation)

BIL. No.	SENARAI NAMA PEKERJA TEMPATAN <i>List of Local Staff</i>	GELARAN JAWATAN <i>Designation</i>	KADAR GAJI SEBULAN <i>Monthly Salary</i>	LAIN-LAIN KEMUDAHAN <i>Other Facilities</i>

Tandatangan Pemborong & Cop:
Signature of Tenderer & Stamp:

Tarikh:
Date:





**KEMENTERIAN PENDIDIKAN
NEGARA BRUNEI DARUSSALAM**

JADUAL BORANG LOCAL CONTENT (PEKERJA TEMPATAN)

Penender tempatan [Negara Brunei Darussalam] adalah dimestikan untuk menyenaraikan dan melengkapkan maklumat pekerja **TEMPATAN (jumlah dan bilangan %)** yang sedang dalam perkhidmatan dengan syarat untuk pelaksanaan cadangan tawaran projek.

Bil	Senarai Nama Pekerja Tempatan	No. Kad Pengenalan	Gelaran Jawatan	Kadar Gaji Sebulan	TAP		Lain-Lain Kemudahan
					No Pendaftaran	Caruman	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

* Merujuk Surat Keliling Kementerian Kewangan Bilangan 1/2015 rujukan: KKW/X/91
Bertarikh: 14 Jamadilakhir 1436/04 April 2015





**KEMENTERIAN PENDIDIKAN
NEGARA BRUNEI DARUSSALAM**

JADUAL BORANG FOREIGN CONTENT (PEKERJA ASING)

Penender tempatan [Negara Brunei Darussalam] adalah dimestikan untuk menyenaraikan dan melengkapkan maklumat pekerja **ASING (jumlah dan bilangan %)** yang sedang dalam perkhidmatan dengan syarat untuk pelaksanaan cadangan tawaran projek.

Bil	Senarai Nama Pekerja Asing	No. Kad Pengenalan	Gelaran Jawatan	Kadar Gaji Sebulan	Lain-Lain Kemudahan
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

* Merujuk Surat Pemangku Setiausaha Tetap (Prestasi), Kementerian Kewangan Bilangan :
KKW/SUT(P)/4 bertarikh : 1 Rejab 1438/29 Mac 2017.



RANCANGAN KERJA

**(PEMBORONG HENDAKLAH MEMBERI SATU TATACARA YANG AKAN DIGUNAKAN BESERTA
RANCANGAN KERJA UNTUK KERJA-KERJA YANG HENDAK DILAKSANAKAN SEPERTI DIBAWAH)
WORK PROGRAMME**

(Tenderers must give below a summary of procedure they would adopt to complete the Works including a brief programme showing proposed order and time table for execution of the several parts of the Works.

*** Sila lampirkan lembaran tambahan jika perlu / Please attach additional sheet if required.**

Tandatangan Pemborong & Cop:

Signature of Tenderer & Stamp:

Tarikh:

Date: _____



SURAT PENGESAHAN

PENENDER / PEMBORONG / KONTRAKTOR / PENGUSAHA / PEMBEKAL
MEMILIKI ' BUSINESS PREMISE ' / PREMIS PERNIAGAAN

Nama Syarikat : _____

Alamat Premis Perniagaan : _____

_____ Pos Kod : _____

Telefon Pejabat / Premis Perniagaan : _____

Faks Pejabat / Premis Perniagaan : _____

Telefon bimbit : _____

BIL.	NAMA PEMILIK SYARIKAT	BIL.KAD PENGENALAN	WARNA	BANGSA

Nama Pengurus : _____ Bangsa : _____

Bil.Kad Pintar : _____ Warna : _____ Telefon : _____

Sukacita memaklumkan bahawa segala keterangan di atas adalah benar.

[_____]

Tarikh : _____

COP SYARIKAT



PENGESAHAN UNTUK DIISIKAN OLEH PEMBEKAL / PEMBORONG

NAMA SYARIKAT : _____

ALAMAT : _____

BORANG SENARAI-SENARAI NAMA-NAMA FASILITATOR YANG MENYAMPAIKAN KURSUS			
BIL.	Nama Fasilitator	No. Kad Pengenalan	Warna

**BORANG SENARAI-SENARAI PERKHIDMATAN-PERKHIDMATAN KURSUS YANG SEDANG DILAKSANAKAN DAN
YANG TELAH DILAKSANAKAN**

[illegible]

TANDATANGAN : _____

NAMA PEMILIK SYARIKAT / : _____
CEO / PENGARAH

TARIKH :

COP SYARIKAT

Nota:

1. TAWARAN - Untuk diisi dan disertakan bersama-sama dengan perkara-perkara berikut :

I) Sokongan tawaran yang dihadapkan samaada kepada Pengerusi Lembaga Tawaran Negara, Kementerian Kewangan atau Lembaga Tawaran Kecil, Kementerian Pendidikan DIISIKAN/DILENGKAPI OLEH PENGUNA.

II) Borang Lampiran 'C' – Borang Pengesahan Memiliki 'Business Premise' / Premis Perniagaan. } DIISIKAN /

III) Borang Lampiran 'C2' – Borang Perakuan Kesanggupan Pembekalan } DILENGKAPI

IV) Sijil 16 dan Sijil 17 dan Borang Lampiran 'C', 'C1' dan 'C2' hendaklah disertakan disetiap borang dokumen tawaran asal. } OLEH PENENDER

2. SEBUTARGA - Untuk diisi dan disertakan bersama-sama dengan perkara-perkara berikut :

I) Borang A1 dan A2 atau Borang B1 dan B2 – DIISIKAN/DILENGKAPI OLEH PENGUNA. } DIISIKAN /

II) Borang Lampiran 'C' – Borang Pengesahan Memiliki 'Business Premise' / Premis Perniagaan } DILENGKAPI

III) Borang Lampiran 'C2' – Borang Perakuan Kesanggupan Pembekalan } OLEH PENENDER

IV) Sijil 16 dan 17 dan Borang Lampiran 'C', 'C1' dan 'C2' hendaklah disertakan disetiap borang dokumen tawaran asal.



Rujukan : LTK/26

Kepada,

Pengarah Jabatan Pengurusan Pendidik
Jabatan Pengurusan Pendidik
Kementerian Pendidikan

Tuan/Puan,

PER: Borang Perakuan Kesanggupan Pembekalan

Sukacita membuat pengesahan perakuan yang Syarikat saya, _____
bersetuju untuk membuat pembekalan barangan / perkakas / perkhidmatan sebagaimana dalam
tawaran / sebutharga bilangan : DP/JKSH/ 186 (JPP-DIS-2023)

Tarikh : _____

[Nama dan Tandatangan
(Pemilik Syarikat/CEO/Pengarah)]

COP SYARIKAT

Pengesahan Penerima Jabatan :	:	
Tarikh Penerima Pebekalan (Hendaklah Mengikut seperti yang telah dijanjikan di dalam borang dokumen tawaran asal / kebenaran)	:	

Perhatian :

Borang asal perakuan hendaklah dihantar bersama-sama dengan "Purchase Order" (P.O.) dan invoice

Arahan :-

Borang yang siap disikan oleh pembekal yang diluluskan hendaklah disertakan bersama-sama
dengan "Purchase Order" (P.O.) dan invoice apabila tuntutan penyelesaian pembayaran dibuat.



LAMPIRAN I

ANNEX I

Mengikut perenggan 3 dalam pengakuan di atas, saya/kami menghadapi senarai Firma (Firma-Firma) yang saya/kami menjadi pemiliknya seperti berikut:

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

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

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

Pursuant to paragraph J 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 (Penggai 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 (Penggai 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 officer ought not to do or omit if the true state of facts respecting which such information is given were known by him; or
- (b) menggunakan kuasanya yang sah disisi undang-undang yang mendatangkan kecederaan atau gangguan kepada seseorang.
to use the lawful power of such public officer to the injury or annoyance of any person.

Akan menerima hukuman penjara sehingga 6 bulan atau didenda sebanyak \$4,000.00 atau dengan kedua-duanya.

shall be punished with imprisonment of either description for a term which may extend to 6 months, or with fine which may extend to \$4,000.00 or with both.

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 forbore to do any act in relation to his principals affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principals 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 (Penggag 131 Undang-Undang Negara Brunei Darussalam)

Section 9(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 9(b) Seseorang yang memujuk atau menerima sebarang suapan sebagai dorongan atau ganjaran kerana penarikan balik suatu tawaran yang telah dibuatnya bagi suatu kontrak,

A person who solicits or accepts any gratification as an inducement or a reward for his withdrawing a tender made by him for contract,

maka ia adalah bersalah dan hukuman: Denda \$30,000 dan penjara 7 tahun

shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 161 Kanun Hukuman Jenayah (Penggag 22 Undang-Undang Negara Brunei Darussalam)

Section 161 of the Penal Code (Cap 22 of the Laws of Brunei)

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

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 (Penggag 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, ^{sehalai 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 (Penggag 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 ^{serdemikian}

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 (Penggag 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 fast 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 (Penggag 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 (Penggag 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, diselesa 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 (Penggag 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 (Penggag 22 Undang-Undang Negara Brunei Darussalam)

Section 511 of the Penal Code (Cap 22 of the Laws of Brunei)



511. Barang siapa mencuba melakukan sesuatu kesalahan yang boleh dihukum di bawah Kanun ini atau di bawah mana-mana undang-undang bertulis yang lain dengan penjara, denda atau sebatan atau dengan campuran hukuman-hukuman itu, atau mencuba menyebabkan kesalahan itu dilakukan, dan dalam percubaan itu membuat apa-apa perbuatan bagi melakukan kesalahan itu, hendaklah jika tiada peruntukan yang nyata dibuat di bawah Kanun ini atau di bawah undang-undang bertulis yang lain itu, mengikut mana yang berkenaan, bagi hukuman percubaan itu, dihukum dengan hukuman yang ada diperuntukkan bagi kesalahan itu:

Dengan syarat bahawa apa-apa tempoh penjara yang dikenakan tidaklah boleh lebih daripada setengah daripada tempoh yang lama sekali diperuntukkan bagi kesalahan itu.

Whoever attempts to commit an offence punishable by this Code or by any other written law with imprisonment, fine or whipping or with a combination of such punishments, or attempts to cause such an offence to be committed, and in such attempt does any act towards the commission of the offence, shall, where no express provision is made by this Code or by such other written law, as the case may be, for the punishment of such attempt, be punished with such punishment as is provided for the offence:

Provided that any term of imprisonment imposed shall not exceed one half of the longest term provided for the offence.

Peraturan 12(a) dari Peraturan 12, Peraturan-Peraturan Pegawai-Pegawai Kerajaan (Kelakuan dan Tata tertib), Akta Suruhanjaya Perkhidmatan Awam (Penggali 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.

