

QUATOTATION STATEMENT

Quotation number : BKN (DAF)/Q/34/2025

1	Project Title	TWO (2) YEAR TERM CONTRACT FOR THE SUPPLY AND DELIVERY OF SPORTS SHIRTS (POLO AND ROUND-NECK) FOR THE NARCOTICS CONTROL BUREAU
2	Contract Period	TWENTY FOUR (24) MONTHS
3	Officer in Charge of referral (O.I.C)	ANO II MOHD AL WAFI BIN HJ OTHMAN
4	Opening Date for Quotation	WEDNESDAY, 08 TH OCTOBER 2025 TIME: 9.00AM
5	Closing Date to Receive Quotation	WEDNESDAY, 22 ND OCTOBER 2025 TIME: 9.00 AM
6	For unlimited company shall attached copies of listed certificates	1. Business Name Act Section 16 and 17 2. Other relevant certificates
7	For private limited company required to include original copies of the following certificates.	1. Certificate of Incorporation or Registration, 2. The particulars of directors or manager (Form X) 3. Other relevant certificates
8	The quotation document fee shall be \$5.00 (Brunei Dollars Five only) and will not be refundable. Collection of quotation document and payment can be made at the RECEPTION COUNTER, NARCOTICS CONTROL BUREAU OFFICE, JALAN TUNGKU GADONG through the appointed focal point officer during working days from Monday to Thursday at 8:00 am until 11:00 am.	
9	Tenderers are required to complete and return quotation documents including appendices and requested information in a sealed envelope marked only with the reference number and the title of the project and addressed to:	THE CHAIRMAN QUOTATION COMMITTEE NARCOTIC CONTROL BUREAU HEADQUARTER (QUOTATION BOX), JALAN TUNGKU JABATAN PERDANA MENTERI NEGARA BRUNEI DARUSSALAM
10	On the top section of the envelop must be written with details:	QUOTATION REFERENCE NO: BKN (DAF)/Q/34/2025 CLOSING DATE: WEDNESDAY, 22 ND OCTOBER 2025 TIME: 9.00 AM PROJECT TITLE: TWO (2) YEAR TERM CONTRACT FOR THE SUPPLY AND DELIVERY OF SPORT SHIRTS (POLO AND ROUND-NECK) FOR THE NARCOTICS CONTROL BUREAU
11	Submission to Quotation Box located at:	RECEPTION AREA, GROUND FLOOR, NARCOTICS CONTROL BUREAU HEADQUARTER JALAN TUNGKU NEGARA BRUNEI DARUSSALAM.

b.p. Director 
Narcotics Control Bureau
Date: 08TH OCTOBER 2025

INSTRUCTION TO TENDERERS

1.0 QUOTATION DOCUMENTS

1.1 Tenderers will each be provided with The Quotation Document, which shall consist of:

- a) Instructions to Tenderers
- b) Form of Quotation (Part A)
- c) Terms of Quotation (Part B)
- d) Particular Specifications
- e) Summary of Quotation (Works/Supply/Services)
- f) Information on the Distribution of Labour Quota
- g) Attachment C, C1 & C2
- h) Tenderer's Integrity Declaration

If there is any ambiguity in or discrepancy between any of the documents, he / she should refer the matter to the Superintending Officer (SO) as appointed by the department. The SO's decision shall be final and binding upon the Contract.

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

2.0 SUBMISSION OF QUOTATION

2.1 Every tenderer must submit together all documents listed below and this requirement shall be strictly adhered to prior to any consideration:-

- a) Business Enactment Act Section 16 & 17 or the 'Particulars of Directors or Managers and of Any Changes Therein, where applicable'
- b) The Quotation Form **MUST be signed by the Owner, or the Director of Shareholder(s) of the Company** stating their post and stamped with the Company's Official seal as detailed in the Business Enactment Act Section 16 & 17 and/or the Contractor's Registration Certificate from the Ministry of Development.
- c) The address indicated must be detailed as in the Business Enactment Act Section 16 & 17 / and/or Contractor's Registration Certificate from the Ministry of Development. Any changes to the above must be officially referred to the Registrar of Companies and Business Names and a copy must be submitted to this department.

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

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

QUOTATION NO. : **BKN (DAF)/Q/34/2025**
QUOTATION FOR : **TWO (2) YEAR TERM CONTRACT FOR THE SUPPLY AND DELIVERY OF SPORT SHIRTS (POLO AND ROUND-NECK) FOR THE NARCOTICS CONTROL BUREAU**

To: **CHAIRMAN
QUOTATION COMMITTEE
NARCOTIC CONTROL BUREAU, JALAN TUNGKU GADONG,
PRIME MINISTER OFFICE,
NEGARA BRUNEI DARUSSALAM**

on: **WEDNESDAY, 22ND OCTOBER 2025, 9.00AM**

- 2.3 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.
- 2.4 Any quotation received after the stipulated time, from whatever cause arising, will not be considered.
- 2.5 In no case will the Government be responsible for any expense or loss incurred by a Tenderer in the preparation of this Quotation.
- 2.6 The Government shall disqualify Quotation with amendment of Quotation Prices using correcting fluid or any 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 and stamped by the Tenderer.
- 2.7 Quotation prices must be correct and consistent in the Quotation Form both Numerical and Wording. Any discrepancy will render the quotation to be invalid.
- 2.8 All written information/prices must be made in blue ink.
- 2.9 The Government does not bind itself to accept the lowest and/or any quotation and no reason will be given for rejecting any quotation thereof.

3.0 VALIDITY OF QUOTATION

- 3.1 Quotation shall be valid for **NINE (09) MONTHS** from the final date for submission of quotation and no Tenderer may withdraw his/her quotation within that period. The Government reserves the right to extend this period if deemed necessary provided that such extension of the quotation validity period shall have the written consent of the tenderers.

4.0 PAYMENT

- 4.1 The payment will be made through Government Purchase Order (PO) upon satisfactory completion of the works in accordance with the document. This department will issue a Purchase Order (PO) for every request of supply of goods.

5.0 OTHERS

- 5.1 The 'Instructions to Tenderers', in so far as they affect the execution of the Contract, shall be deemed to form part of the Contract.

**BIRO KAWALAN NARKOTIK
JABATAN PERDANA MENTERI
NEGARA BRUNEI DARUSSALAM**

Part A - FORM OF QUOTATION

Quotation No : BKN (DAF)/Q/34/2025

Open On : 08TH OCTOBER 2025

Closed On : 22ND OCTOBER 2025

FOR OFFICIAL USE ONLY.

Quotation For : TWO (2) YEAR TERM CONTRACT FOR THE SUPPLY AND DELIVERY OF SPORT SHIRTS
(POLO AND ROUND-NECK) FOR THE NARCOTICS CONTROL BUREAU

1.0 On behalf of (Name of Contractor) _____

I, the undersigned, agree to carry out the **above Works/Service/Supply* for a unit rate / unit rates as per priced and agreed in the Summary of Quotation**

within a period of _____ Days / Weeks / Months / Years * in accordance with the terms of quotation (PART B).

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)

Fax No. : _____ E-Mail : _____

2.6 Date : _____

* Delete as necessary

Note:

All Tenderers must submit and complete this form. Failure to submit and complete this form will result in rejection and will not be entertained.

1.0 BASIS OF QUOTATION, OVERALL OBLIGATIONS AND ADMINISTRATION

1.1 Overall Obligations of the Government:

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

1.2 Overall Obligations of the Contractor:

- 1.2.1 To finish the Works to the quality standards provided in this Contract within the timeframes and completion period provided in this Contract.
- 1.2.2 To cooperate with all other Contractors working on the project and not to disrupt them or cause damage to them.
- 1.2.3 To provide a collateral warranty containing a similar obligation as under this Contract directly to a third party if requested by the Superintending Officer.
- 1.2.4 To provide and maintain valid Contractor's all risks insurance policy at all times throughout the project duration including Defect Liability Period. Contractor's Company should possess valid Workmen's Compensation Insurance Policy at all times.

1.3 Instructions & Certifications

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

2.0 QUALITY, HEALTH AND SAFETY

2.1 Quality

- 2.1.1 The Contractor must do his work based on the documents referred to in this Contract and other instructions and information given to him by the Superintending Officer.
- 2.1.2 If any of the Works is not done according to this Contract or if there is any other breach of this Contract by the Contractor, the Superintending Officer must inform the Contractor of the shortfall(s) in writing. The Contractor must rectify the shortfall(s).
- 2.1.3 If the Contractor does not rectify the shortfall(s), The Superintending Officer may arrange others to rectify the shortfall(s). The Superintending Officer 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 Superintending Officer can continue to do this throughout the project and during the Defects Liability Period (as stated in Clause 7.3) after the Superintending Officer confirms the Works is complete as provided in the completion clause.

2.2 Health and Safety

- 2.2.1 The Contractor must keep the site clean and safe at all times.
- 2.2.2 The Contractor must comply with all laws and regulations relating to Health 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 Superintending Officer will inform the Contractor when to start work in writing. The Contractor shall not be entitled to claim for any loss or damage caused by any delay of possession of site.
- 3.1.2 The Contractor must progress with the Works in a regular and diligent manner.
- 3.1.3 The Superintending Officer can instruct the Contractor to stop and restart at any time.
- 3.1.4 The Contractor must finish all the Works within the deadlines stated in this Contract or as instructed by the Superintending Officer.

3.2 Adjusting Time for Completion

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

3.3 Completion

- 3.3.1 When the Contractor practically completes all the Works, he may inform the Superintending Officer stating he has completed.
- 3.3.2 The Superintending Officer must decide when the Works has actually practically completed by the Contractor.
- 3.3.3 This decision must be in a written certificate clearly identified as Certificate of Practical Completion.
- 3.3.4 The Superintending Office must decide when all obligations of the Contractor are fully discharged.
- 3.3.5 This decision must be in a written certificate clearly identified as a Final Completion Certificate.
- 3.3.6 This must be done after the end of Defects Liability Period (as stated in Clause 7.3) or when the Contractor has rectified all the shortfall(s) including Works that is not according to this Contract and any other breach of Contract by the Contractor identified by the Superintending Officer, whichever is later.

3.4 Delayed Completion

- 3.4.1 If the Contractor does not finish within any deadline he shall pay Liquidated and Ascertained Damages due to the delay to the Government as provided in the Payment Certification Clause.

- 3.4.2 Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually completes the Works.

4.0 Variations To Work

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

5.0 PAYMENT CERTIFICATION

5.1 Claims and Payment Certificate

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

5.2 Contents of Payment Certificate:

- 5.2.1 The payment certificate must include the following:
Add the following:
- (a) Cumulative value of the Works done. This is valued based on Summary of Works rates and/or adjusted Schedule of Rates, if any. If none, then valued based on fair market rates.
 - (b) Value of variation work properly instructed by the Superintending Officer and properly done by the Contractor.
- 5.2.2 Deduct the following:
- (a) Liquidated and Ascertained Damages for delayed completion. Liquidated and Ascertained Damages is calculated for delay between when the Contractor should have completed the Works and when he actually practically completes the Works.
 - (b) The value of any shortfall(s) due to work done according to this Contract or due to any other breach of this Contract by the Contractor which the Superintending Officer has informed the Contractor. If the Contractor does not rectify the shortfall(s) the Superintending Officer 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)
 - (c) A percentage of the sum of total additions above will be retained (as the Retention Sum) and released after the end of Defects Liability Period or when the Contractor rectified all the shortfall(s) including work that is not done according to this contract and any other breach of contract by the Contractor identified by the Superintending Officer.
- 5.2.3 The Net Amount Payable is the amount the Government must pay to the Contractor. This is calculated by:
- (a) Adding the total under additions above;
 - (b) Deducting the total of all deductions above; and

- (c) Deducting the cumulative amount certified previously.

5.2.4 The Superintending Officer may deduct any monies owed by the Contractor to the Government under this or any contract from the Contractor's payments.

6.0 TERMINATION OF CONTRACT

6.1.1 If the Contractor:

- (a) Suspends the work before completion without any reasonable cause; and/or
- (b) Fails to proceed with the work within the time stated u the Superintending Officer's instructions; and/or
- (c) Fails to comply with the Superintending Officer's Instructions;

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

6.1.2 If the Contractor:

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

this contract is terminated by a written notice.

6.1.3 In either Clause 6.1.1 or 6.1.2 above, the Superintending Officer may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

6.1.4 Termination For Convenience

- (a) The Government may at any time, give the Contractor a two weeks written notice to terminate the employment of the Contractor under the Contract and the Contractor shall immediately or upon such other date as specified in the written notice;
 - (i) Cease all works under the Contract, which shall include, but not limited to such work for the purpose of protecting, making safe or tidying up such part of the works as may already have been executed, or may be in the course of execution
 - (ii) Vacate the site, remove all goods, tools, equipment and unfixed materials which have not been paid by the Government and handback possession of the site or any belongings of the Government if any.
- (b) In the event of termination under this Clause, the Contract Administrator will facilitate to ensure that the Contractor will be given ample time to complete the moving out process.

7.0 LIQUIDATED AND ASCERTAINED DAMAGES, DEFECTS LIABILITY AND RETENTION SUM

7.1	Completion Period:	<u>24</u> Months
7.2	Liquidated and Ascertained Damages (LAD):	BND10.00 per day, up to a maximum of 10% of the contract value
7.3	Shortfalls / Defects Liability Period:	<u>N/A</u> Months
7.4	Retention Sum	N/A

PARTICULAR SPECIFICATIONS

QUOTATION NO:
BKN (DAF)/Q/34/2025

PROJECT:
**TWO (2) YEAR TERM CONTRACT FOR THE SUPPLY AND DELIVERY OF SPORT SHIRTS
(POLO AND ROUND-NECK) FOR THE NARCOTICS CONTROL BUREAU**

1. SCOPE OF WORKS

- 1.1. Supply and deliver ready-made or custom-made shirts in accordance with the sizes, quantities, and approved Pre-Production Samples (PPS), including but not limited to below:

Bil.	Specification / Item	Details
1.	Shirt Type	Short Sleeves / Long Sleeves Round Neck Polo (as specified in order)
2.	Material	CVC Pique / Honeycomb, minimum 200 GSM Drifit / Reversed Drifit (as specified in order)
3.	Colour	As specified in order
4.	Sizes	XS to 9XL
5.	Logo Placement	Left Chest Embroidery with NCB Logo
6.	Printing	Sublimation, Silkscreen, Heat Transfer (as specified in order)
7.	Buttons / Zippers	3 buttons, matching colour, securely stitched
8.	Packaging	Individually packed, labelled with name and size

- 1.1.1. **Pre-Production Sample (PPS) Requirement:** For every new design, fabric type, or custom color, the Contractor must submit one (1) physical sample for written approval by the Bureau prior to commencing bulk production. No order will proceed without this written sign-off.
- 1.1.2. **New Recruit Fulfillment:** For newly recruited staff, the Bureau reserves the right to send the individual directly to the Contractor's designated premises or stock location to be supplied with their initial uniform allocation, with the cost charged against the prevailing unit rate in the BQ.
- 1.1.3. **Minimum Order Quantity (MOQ):** Due to the nature of this term contract, there shall be no minimum order quantity (MOQ) required for the issuance of a Purchase Order, including orders for single replacement units or new recruit fulfillment.
- 1.2. Ensure that all shirts supplied:
- 1.2.1. Are brand-new, unworn, and free from any defects or damages;
- 1.2.2. Match the approved design, colour, fabric type, and any required logos or printing.

- 1.3. Deliver all items to:
 - 1.3.1. Narcotics Control Bureau Headquarters, Jalan Tungku; or
 - 1.3.2. Any other designated location as instructed in writing by the Bureau.
- 1.4. All deliveries shall:
 - 1.4.1. Be made within the timeframe proposed by the Contractor and accepted by the Bureau, or within twenty (20) working days from the later of i) issuance of Purchase Order (PO) or ii) written PPS approval, whichever is agreed in writing;
 - 1.4.2. Be fully managed by the Contractor, with no additional delivery charges to the Government.
- 1.5. All shirts must be securely packaged and labelled with size, quantity, and reference to the relevant PO.
- 1.6. Notify the Bureau in writing immediately of any delays or supply issues.
- 1.7. Submit a Delivery Note with each batch, stating:
 - 1.7.1. Delivery date;
 - 1.7.2. Quantity;
 - 1.7.3. Shirt sizes and types.
- 1.8. Invoices must:
 - 1.8.1. Refer to the PO and corresponding Delivery Note;
 - 1.8.2. Be submitted only after successful delivery and acceptance.
- 1.9. Comply with all Government procurement guidelines and financial regulations throughout the contract.
- 1.10. Maintain confidentiality regarding any information or documents related to the Bureau.
- 1.11. The contract shall be valid for two (2) years from the date stated in the Letter of Award, with the option to extend for one (1) further year upon mutual agreement and satisfactory performance.
- 1.12. The Contractor shall assign a focal point of contact for coordination, urgent orders, and communication.

2. GOODS REQUIREMENTS

- 2.1. All shirts supplied must meet the approved PPS, including approved design, fabric, colour, logo/printing, and stitching standards, and must adhere to the following minimum technical specifications:
 - 2.1.1. Fabric Tolerance: Fabric weight (GSM) shall not deviate by more than $\pm 5\%$ from the approved specification.
 - 2.1.2. Shrinkage: Maximum allowable shrinkage shall be $\leq 3\%$ after three (3) standard domestic washes.
- 2.2. No defective, damaged, stained, or second-hand items will be accepted. Any such items will:
 - 2.2.1. Be returned at the Contractor's cost;
 - 2.2.2. Require immediate replacement;
 - 2.2.3. Result in payment withholding until issues are resolved.
- 2.3. All shirts must be delivered in new condition with consistent sizing and finishing.

2.4. Sizing and Fit Consistency: For standard Polo and Round-Neck shirts (Items 1.0 and 2.0 in BQ), the Contractor must submit their detailed sizing chart for the Bureau's written approval. All delivered shirts must match the approved chart's dimensions within ± 0.5 inches.

2.5. Packaging must protect items from dirt, moisture, and damage during delivery.

3. DELIVERY AND ACCEPTANCE CONDITIONS

3.1. Notwithstanding that there is no Defects Liability Period, the Contractor shall provide a six (6) month warranty on all goods against manufacturing defects, including faulty stitching, zip/button failure, or logo peeling/fading. The Contractor must replace defective items free of charge upon notification.

3.2. The Officer-in-Charge (OIC) shall inspect all shirts upon delivery. Only items that meet specifications and are free from defects will be accepted.

3.3. If defects are found, the items must be returned and exchanged within ten (10) working days before the delivery is signed off as complete.

3.4. The Bureau reserves the right to inspect deliveries before accepting them.

4. SITE RESTRICTIONS

4.1. Contractor shall comply with any movement restrictions imposed by the Bureau and relevant authorities. The Contractor is responsible for ensuring that their personnel follow these regulations.

5. LIQUIDATED ASCERTAINED DAMAGES (LAD)

5.1. In the event the Contractor fails to deliver the goods or perform any obligations under this contract within the stipulated time frame, without valid justification and prior written approval from the Government, the Contractor shall be liable to pay Liquidated Ascertained Damages (LAD).

5.2. The LAD shall be imposed at a rate of **BND10.00 per day**, calculated from the first day after the expiry of the stipulated delivery period, up to a maximum of 10% of the total contract value.

5.3. The Government reserves the right to:

5.3.1. Deduct the LAD amount from any payment due to the Contractor; or

5.3.2. Recover the LAD as a debt owing to the Government, in accordance with applicable laws and financial regulations.

5.4. The imposition of LAD shall not prejudice the Government's right to:

5.4.1. Terminate the contract for breach;

5.4.2. Seek replacement of undelivered goods from alternative sources;

5.4.3. Pursue any other legal remedies available.

5.5. The Contractor shall not be held liable for LAD where delays are caused by force majeure or circumstances beyond the Contractor's control, subject to immediate notification in writing and acceptance by the Government.

6. AWARD AND CONTRACTUAL TERMS

6.1. The Government reserves the right to:

6.1.1. Award the contract in whole or in part;

6.1.2. Consider best value, product quality, and delivery time during evaluation.

6.2. The Government is not obliged to accept the lowest or any quotation submitted.

- 6.3. The decision of the Government regarding the award of the contract shall be final and not subject to appeal.
- 6.4. The award is conditional upon the supplier's compliance with all contractual obligations, and the Government reserves the right to terminate the contract in the event of repeated non-performance or breach of terms.
- 6.5. Unit prices quoted in the BQ shall remain firm for the first 24 months of the contract term. Thereafter, prices may be reviewed based on proven changes in raw material costs, not to exceed per annum, subject to the Bureau's written approval.
- 6.6. Intellectual Property (IP): All designs, custom patterns, color formulas, and logo specifications developed or provided under this contract are and shall remain the sole and exclusive property of the Narcotics Control Bureau. The Contractor shall not use, reproduce, or disclose this IP to any third party without explicit written consent.



PENGAKUAN INTEGRITI PENENDER
TENDERER'S INTEGRITY DECLARATION

Rujukan Tawaran <i>Tender Reference</i>	
Tajuk <i>Title</i>	
Kementerian / Jabatan <i>Ministry / Department</i>	

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

Bil. No.	Nama Name	No. Kad Pengenalan Brunei & Warna/ No. Paspot Antarabangsa Brunei Identity Card No. & Colour/International Passport No.	Tandatangan Signature

Beralamat/*Address:*

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

1. Saya/Kami yang bernama di atas,
I/We as the name stated above,
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)

ⁱⁱadalah pemegang saham dalam sebuah Syarikat yang bernama
a shareholder in a Company,

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

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

2. ⁱⁱⁱSaya/Kami **telah menghantar Penyata Tahunan** kepada Pendaftar Syarikat-Syarikat pada _____ (sila nyatakan tarikh terakhir menghantar Penyata Tahunan berkenaan).
*I/We have **submitted Annual Returns** to Registrar of Companies on _____
(please state the date of latest Annual Returns submitted to Registrar of Companies).*

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

4. ^vSaya/Kami adalah juga **pemilik / pemegang saham** dalam senarai **Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat)** yang dinyatakan dalam Lampiran I.

I/We also the propretor / shareholder in the list of firm(s)/ Company(ies) described at Annex 1.

DAN saya/kami selanjutnya membuat PENGAKUAN bahawa sepanjang pengetahuan saya/kami, Firma (Firma-Firma) / Syarikat (Syarikat-Syarikat) saya/kami yang dinyatakan dalam Lampiran 1 ini, tidak mengemukakan Tawaran untuk projek yang disebutkan diatas.
AND I/We further DECLARE that to the best of my/our knowledge, none of my/our other firm(s)/Company(ies) set out in Annex 1, have submitted a Tender Proposal for this project.

5. Saya/Kami selaku pemilik berdaftar/pengurus/pengarah firma/syarikat
_____ dengan alamat perniagaan di _____

telah menghadapkan Tawaran untuk projek yang disebutkan di atas, dengan ini membuat pengakuan seperti berikut:

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

- a. bahawa sepanjang pengetahuan saya/kami, isteri/suami saya/kami atau Firma (Firma-Firma) Syarikat (Syarikat-Syarikat) kepunyaan isteri/suami saya/kami, tidak menghadapkan Tawaran untuk projek yang disebutkan diatas;
that to the best of my/our knowledge, neither my/our spouse or his/her firm(s)/ Company(ies) have submitted a Tender Proposal for the above mentioned project;

- b. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa berpakat sulit dengan firma (firma-firma)/syarikat (syarikat-syarikat) lain atau dengan sesiapa dalam menghadapi tawaran untuk projek yang disebutkan di atas adalah suatu kesalahan di bawah Perintah Persaingan 2015.
that I/We or any person representing my/our firm/company understand that colluding with other firm (s)/company (ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project is an offence under the Competition Order 2015.
 - c. bahawa saya/kami tidak berpakat sulit dengan firma (firma-firma)/syarikat (syarikat-syarikat) atau dengan sesiapa dalam menghadapi tawaran untuk projek yang disebutkan di atas, dan penyertaan/penglibatan firma/syarikat saya/kami dalam Tawaran untuk projek yang disebutkan di atas adalah secara adil dan telus.
that I/We have not colluded with any other firm (s)/company (ies) or any other person or entity in submitting the Tender Proposal for the above mentioned project, and my/our firm/company's participation/involvement in the Tender Proposal for the above mentioned project is fair and transparent.
 - d. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami akan mematuhi Perintah Persaingan 2015.
that I/We or any person representing my/our firm/company will comply with the Competition Order 2015.
 - e. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa agensi perolehan boleh melaporkan amalan berpakat sulit yang disyaki kepada Suruhanjaya Persaingan Brunei Darussalam dan memberikan kepada Suruhanjaya Persaingan Brunei Darussalam mana-mana maklumat yang berkaitan, termasuk tetapi tidak terhad kepada maklumat mengenai tawaran untuk projek yang disebutkan di atas dan maklumat peribadi.
that I/We or any person representing my/our firm/company understand that procurement agency may report suspected collusion conduct to the Competition Commission Brunei Darussalam and provide the Competition Commission Brunei Darussalam with any relevant information, including but not limited to information on our Tender Proposal for the above mentioned project or personal information.
 - f. bahawa saya/kami atau mana-mana individu yang mewakili firma/syarikat saya/kami memahami bahawa sebarang pelanggaran ke atas Perintah Persaingan 2015 boleh dikenakan penalti kewangan tidak melebihi 10 peratus dari perolehan pemiagaan perusahaan di Negara Brunei Darussalam untuk tempoh maksimum 3 tahun menurut bab 42(4) di dalam Perintah berkenaan.
that I/We or any person representing my/our firm/company understand that any infringement to the Competition Order 2015 may be imposed with financial penalty of up to 10 percent of business turnover for maximum of 3 years in pursuant to section 42(4) of the Order.
6. ^{vi}Saya/Kami seterusnya membuat PENGAKUAN bahawa pemilik-pemilik, Ketua Pegawai Eksekutif dan Pengarah-Pengarah Syarikat yang turut serta dalam tawaran ini bukan dari kalangan pegawai awam yang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam.
I/We also DECLARE that neither I nor the other owners of, or the Chief Executive Officer and Directors, as the case may be, of the entity participating in this tender, is/are public officer of the Government of His Majesty The Sultan and Yang Di-Pertuan of Negara Brunei Darussalam.

(Atau / Or)

Saya/Kami sedang berkhidmat dengan Kerajaan Kebawah Duli Yang Maha Mulia Paduka Seri Baginda Sultan dan Yang Di-Pertuan Negara Brunei Darussalam dan sukacita **disertakan surat kebenaran untuk berniaga daripada Jabatan Perdana Menteri.**

I/We DECLARE that I am/We are public officers and enclose herewith the letter of approval to engage in business issued by the Prime Minister's Office.

7. Saya/Kami membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami akan mematuhi segala peraturan dan undang-undang Negara Brunei Darussalam dan tidak akan melakukan mana-mana kesalahan yang berkaitan dengan perolehan kerajaan seperti yang disertakan di Lampiran 1. Saya/kami akan memastikan bahawa penyertaan/penglibatan syarikat saya/kami dalam sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan kerajaan adalah secara adil, bersih dan telus.

I/We DECLARE that I/We or any person representing my/our firm/Company will obey all regulations and laws in Brunei Darussalam and will not commit any offence related to government procurement, as reproduced in Annex 1. I/we will ensure that my/our company's participation/involvement in the tender/quotation for the above mentioned project or any other tender/quotation with the government is fair, clean and transparent.

8. Saya/Kami seterusnya membuat PENGAKUAN bahawa saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami tidak akan menawarkan atau memberi atau bersetuju untuk memberi kepada sesiapa sebarang hadiah, suapan atau balasan dalam bentuk apa pun sebagai dorongan atau ganjaran bagi melakukan atau tidak melakukan atau kerana telah melakukan atau tidak melakukan apa-apa jua perbuatan yang berkaitan dengan mendapatkan atau melaksanakan sebutharga/tawaran bagi projek yang disebutkan di atas atau sebarang sebutharga/tawaran dengan Kerajaan. Saya/Kami menyedari sepenuhnya bahawa jika saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami melanggar pengakuan ini, saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami telah melakukan atau bersubahat, mencuba, berkomplot untuk melakukan jenayah di bawah Akta Pencegahan Rasuah (Penggalt 131), atau Bab 161 hingga 165 dari Kanun Hukuman Jenayah (Penggalt 22) dibaca bersama Bab 109 atau Bab 120B atau Bab 511 dari Kanun yang sama seperti disertakan di Lampiran 1.

I/We also DECLARE that I/We or any person representing my/our firm/Company will not offer or give or agree to give to any person any gift, gratification or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the tender/quotation for the above mentioned project or any other tender/quotation with the government. I/We am/are fully aware that if I/We or any person representing my/our firm/Company breached this declaration, I/We or any person representing my/our firm/Company shall have committed or abetted, attempted, conspired to commit an offence under the Prevention of Corruption Act (Cap. 131) or Section 161 to 165 of the Penal Code (Cap. 22) read with Section 109 or Section 120B or Section 511 of the same as reproduced in Annex 1.

9. Saya/Kami bersetuju bagi pengakuan di atas. Jika sekiranya saya/kami atau mana-mana individu yang mewakili Firma/Syarikat saya/kami didapati melanggar syarat-syarat di atas, maka saya/kami sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

I/We agree to the declaration as above. In the event I/we or any person representing my/our firm/Company found in violation of the terms above, I/we, as representative of the company have agreed the following actions to be taken:

- i. Penarikan balik tawaran kontrak bagi tawaran/sebutharga yang disebutkan di atas; atau
The withdrawal of the contract for the above tender/quotation; or
- ii. Penamatan kontrak bagi tawaran/sebutharga yang disebutkan di atas;
Termination of the above tender/quotation;

- iii. Lain-lain tindakan tatatertib mengikut Peraturan Perolehan Kerajaan yang berkuat-kuasa; dan
Other disciplinary action in accordance with the Government Procurement Regulations in force; and
- iv. Tindakan undang-undang mengikut undang-undang Negara Brunei Darussalam
Legal action in accordance to the Law of Brunei Darussalam.
10. Saya/Kami menyedari sepenuhnya, jika saya/kami memberi maklumat yang palsu bagi pengakuan ini, saya/kami akan melakukan kesalahan yang boleh didakwa di bawah Kanun Hukuman Jenayah Bab 177 dan Bab 182 yang disertakan di LAMPIRAN I.
I/We fully aware that if I/We gave any information which is false, I/We committing an offence for which I/We liable to prosecution under the Penal Code. I/We also aware of Section 177 and 182 of the Penal Code reproduced below in Annex 1.
11. Saya/Kami juga difahamkan bahawa Firma/Syarikat saya/kami tidak akan dipertimbangkan bagi mengikuti Tawaran projek ini sekiranya sebarang maklumat dalam pengakuan ini tidak benar.
I/We also understand that my/our firm/Company will be disqualified for this tender in the event any information given herein is found to be false.
12. Saya/Kami memberi kuasa kepada _____ untuk menandatangani surat pengakuan ini sebagai pihak saya/kami sendiri, dan sebagai wakil saya/kami untuk **mengikatkan saya/kami dan Penender** kepada perkara-perkara yang dinyatakan dalam Surat Pengakuan Integriti ini.
*I/We hereby authorize _____ to sign this Tenderer's Integrity Declaration on my/our behalf and also on behalf of the Tenderer to **bind ourselves and the Tenderer** to the matters set out in this declaration.*

Bersama ini dilampirkan Surat Perwakilan Kuasa bagi saya/kami mewakili syarikat seperti tercatat di atas untuk membuat pengisytiharan ini.
Attached herewith Letter of Representation for me/us to represent the company as noted above to make this declaration.

Pada hari ini _____ haribulan _____, 20____

Dated this day _____ of _____, 20____

(Nama dan Tandatangan)
(Name and Signature)
vii (Pemilik Syarikat / CEO / Pengarah)
(The Owner of Co / CEO / Director)

(Cop Syarikat)
(Company Stamp)

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

Fill in here if an Owner of a Business Name

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

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

ⁱⁱⁱ Hanya untuk diisi oleh Syarikat Berhad atau Syarikat Sendirian Berhad sahaja

To be fill by Limited or Private Limited Company only

^{iv} Potong perenggan 3 jika orang yang membuat pengakuan TIDAK memiliki Firma-Firma / Syarikat-Syarikat lain

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

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

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

^{vi} 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

^{vii} Potong Perenggan yang tidak berkenaan

Delete where inapplicable

^{viii} 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 dipercayai 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 (Penggagal 131 Undang-Undang Negara Brunei Darussalam)
Section 6(b) Prevention of Corruption Act (Cap 131 of the Laws of Brunei)

- 6(b) Jika sesiapa jua dengan secara tidak jujur memberi atau bersetuju memberi atau menawarkan sebarang suapan kepada mana-mana agen sebagai dorongan atau ganjaran kerana melakukan atau menahan diri dari melakukan, atau kerana telah melakukan atau menahan diri dari melakukan apa jua perbuatan berhubung dengan hal-hal atau urusan orang yang utamanya, atau kerana memberi atau menahan diri dari memberi atau tidak memberi pertolongan kepada sesiapa pun jua berhubung dengan hal-hal atau urusan orang yang utamanya;
If any person corruptly gives or agrees to give or offers any gratification to any agent as an inducement or reward for doing or forbearing to do, or for having done or forborne to do any act in relation to his principal's affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principal's affairs or business;

maka ia adalah bersalah dan hukuman: Denda \$30,000 and penjara 7 tahun.
he shall be guilty of an offence and penalty: A fine of \$30,000.00 and to imprisonment for 7 years.

Bab 6(c) Akta Pencegahan Rasuah (Penggagal 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 (Penggagal 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 (Penggagal 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 cara 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 (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 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 (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 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 (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, 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 (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 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 (Penggag 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)

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- 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.

