

Request for Quotation

Supply and Delivery of Corporate Souvenirs and Uniforms for 2024

Reference:	AITI/8/2/SouvenirsandUniformAITI2024
Opening Date:	Tuesday, 31 October 2023
Closing Date:	Monday, 13 November 2023 at 3:00 p.m.
Email:	procurement@aiti.gov.bn
Information Day:	TBC
Document Fee (non-refundable):	BND5.00

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EXECUTIVE SUMMARY

This executive summary contains the high-level scope of work involved in the project.

1. AITI is seeking a Vendor to supply and deliver customised corporate souvenirs and uniforms for 2024 in accordance with the specifications set out in this RFQ.
2. The high-level scope of work involves:
 - 2.1 Supply and Delivery of customised corporate souvenirs and uniforms.
 - 2.2 Customisation of the corporate souvenirs and uniforms following AITI's specifications.
 - 2.3 Packaging for 'employee starter pack'.

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VENDOR CHECKLIST

*This is an administrative checklist to assist Vendors in submitting their proposals.
Please ensure that all items are marked as complete before submitting your proposal.*

FAILURE TO COMPLY WITH THE REQUIREMENTS SUMMARISED BELOW WILL RESULT IN DISQUALIFICATION.

- AITI logo or stamp is **NOT** used in any part of your proposal.
- All pages of the proposal must be initialled and stamped by an authorised representative. Improperly endorsed sheets may invalidate the offer.
- The proposal is in the format provided in Section 3 of this RFQ and does not contain any handwriting, pen or pencil marks.
- For businesses registered in Brunei Darussalam:** Proposals are submitted along with a copy of Sections 16 and 17 forms and IC of licence holder **OR** copies of Form X and Memorandum & Articles of Association together with copies of Certificate of Incorporation, Notice of Situation of Registered Office, Particulars of Shareholders and Directors and Certificate of Tax Compliance.
- Proposals are submitted along with a copy of AITI's receipt as proof of purchase of this RFQ.
- NO** price or figures in the Technical Proposal.
- Proposals must be bound in a manner that does not allow tampering or removal of pages. E.g. Tape binding, or spiral (comb) binding.**
- Proposals must be typed on a laptop or computer and printed out with no overwriting or handwriting, except as necessary to correct errors, which must be initialled by the authorised representative who signed the Proposal.
- Proposals must be placed in AITI's tender box and **NOT** faxed or e-mailed to AITI.
- Proposals must be submitted to AITI no later than 3pm on the Closing Date.**

SECTION 1 | Instructions for Participation

1. DEFINITIONS

- 1.1 In this RFQ, the following words and terms shall have the meanings prescribed below, unless the context otherwise requires:
- (a) **“AITI”** means the Authority for Info-communications Technology Industry of Brunei Darussalam (AITI).
 - (b) **“Closing Date”** means 3pm on the date as per the front page of this document.
 - (c) **“Contract”** means the agreement to be entered into between AITI and the successful Vendor based on the indicative terms set out in **Section 4**.
 - (d) **“Contract Price”** means the price payable to the Vendor under the agreement for the full and proper performance of the Contract Work.
 - (e) **“Contract Work”** means AITI’s requirements as contained in **Section 2** of this RFQ and includes all goods and services necessary to meet those requirements.
 - (f) **“Opening Date”** means the date as per the front page of this document.
 - (g) **“Proposal”** means the Vendor’s submission to this RFQ.
 - (h) **“Request for Quotations”** or **“RFQ”** means the information, requirements and conditions contained in this document.
 - (i) **“Vendor”** means those who submit a proposal in response to this RFQ.
 - (j) **“Successful Vendor”** means the Vendor who is awarded the Contract.

2. ENQUIRIES

- 2.1 Enquiries relating to this RFQ may be submitted by email to the procurement contact person detailed in the front page of this document.
- 2.2 Enquiries may be sent until **one (1) week** before the Closing Date.
- 2.3 AITI will respond by email to such requests and will send copies of the response (including an explanation of the query but without identifying the source) to all who have purchased the RFQ documents.

3. ELIGIBILITY

- 3.1 Businesses and companies legally established in Brunei Darussalam and past experience in the Contract Work are eligible to participate in this RFQ.

- 3.2 Business and companies registered as public and private limited companies under the Companies Act are required to obtain a Certificate of Tax Compliance from the Revenue Division, Ministry of Finance and Economy to confirm their filing for their Income Tax Returns for three (3) consecutive Years of Assessment.¹
- 3.3 The Vendor must not be barred from participating in any project tenders or quotations issued by the government or any relevant parties in Brunei Darussalam.
- 4. MODIFICATION**
- 4.1 AITI reserves the right to modify this RFQ or any subsequent activities as it deems necessary and appropriate in the circumstances.
- 4.2 Any modification shall be issued in writing and sent by email to all who have purchased these RFQ documents and will be binding on them.
- 4.3 AITI may at its discretion extend the Closing Date if it modifies this RFQ.
- 5. CANCELLATION**
- 5.1 AITI reserves the right to cancel this RFQ or any subsequent award as it deems necessary and appropriate in the circumstances.
- 5.2 If this RFQ is cancelled, AITI may refund any fees paid to purchase this RFQ. Refunds shall only be made upon presentation of an original receipt evidencing payment.
- 6. FORM OF PROPOSALS**
- 6.1 All Proposals must comply with the terms and conditions, requirements and specifications contained in this RFQ. Failure to do so will render the Proposal invalid. The format of the proposals is under Section 3 of this RFQ. AITI's Procurement Focal Contact Person will e-mail a softcopy of all the forms under Section 3 to all Vendors who have purchased this RFQ.
- 6.2 The general requirements of all proposals are listed below. Failure to comply to these will result in **disqualification**:
- i. The Proposal must be written in English language.
 - ii. The hardcopy of the Proposal must be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors. Any such corrections must be initialled by the authorised representative.
 - iii. An authorised representative must **initial and stamp the company seal on all pages of the Proposal**. Improperly endorsed sheets may invalidate the offer.
 - iv. All pages of the Proposal must be numbered consecutively.
 - v. Prices and/or figures written in pencil shall also invalidate the offer.

¹ Notice No.1/2017: Certificate of Tax Compliance.

https://www.mofe.gov.bn/Shared%20Documents/revenue/Forms/Notice_of_CoTC_LTN_V_1.pdf

- vi. All prices must be quoted in Brunei Dollars and must indicate the relevant duties and taxes payable where applicable.
 - vii. The use of AITI’s logo in the proposal is **strictly prohibited** and will result in disqualification.
 - viii. The hardcopy of the proposal must be submitted in the following format:
 - 1st. The Proposal must be **bound** in a manner which does not allow tampering or the addition or removal of pages.
 - 2nd. Two (2) hardcopy sets made up of one (1) original and one (1) copy shall be submitted. Each shall be marked “ORIGINAL” and “COPY” respectively.
 - 3rd. If there are any discrepancies between the original and the copy of the proposal, the original governs.
 - ix. The Vendor must also submit a softcopy of the proposal in Portable Document Format (PDF) saved in USB flash drive.
- 6.3** The envelope must **not** bear any logo, name or address of the Vendor and is to be addressed to:

CHAIRMAN OF THE QUOTATION COMMITTEE

Authority for Info-communications Technology Industry of Brunei Darussalam (AITI)
 Block B14, Simpang 32-5
 Jalan Berakas, Kampung Anggerek Desa
 Bandar Seri Begawan, BB 3713
 Negara Brunei Darussalam

The envelope must have in its top left hand corner the **RFQ reference number, title and the Closing Date and time** which can be found on the front page of this document.

- | | |
|--|---|
| 7. SUBMISSION OF PROPOSALS | <p>7.1 Proposals must reach AITI no later than 3pm on the Closing Date. Those received after this time and date will be rejected.</p> <p>7.2 Proposals shall be placed in the AITI Tender Box, located at the Ground Floor of the AITI Building at Block B14, Simpang 32-5, Kampung Anggerek Desa, Jalan Berakas, Bandar Seri Begawan, BB3713, Brunei Darussalam.</p> |
| 8. VALIDITY PERIOD OF PROPOSALS | <p>8.1 Proposals must remain valid for ninety (90) calendar days after the Closing Date and may not be withdrawn before the expiry of the validity period.</p> |

- 8.2** AITI may request an extension for a period of one hundred and twenty (120) calendar days from the date of expiry of the validity period. Such requests will be made in writing before the expiry date. Failure to respond in writing to extend the validity period will result in the Proposal not being considered further.
- 9. OMISSIONS OR ERRORS IN PROPOSALS**
- 9.1** These RFQ documents should be studied very carefully before submitting a Proposal. The onus is on the Vendor to ensure that a complete Proposal is submitted. AITI will not entertain any request for variations or amendments to the Proposal on any grounds after submission of the Proposal or after the Closing Date.
- 9.2** The Vendor shall be solely responsible for all omissions/errors in their Proposal and shall bring such omissions/errors to the attention of AITI as soon as they become aware of it.
- 10. AWARD OF CONTRACT**
- 10.1** AITI shall award the successful Vendor the Contract based on the terms and conditions in **Section 4**.
- 11. WITHHOLDING INFORMATION**
- 11.1** If Vendors are found to knowingly withhold any information or to knowingly submit false information, AITI reserves the right to reject the Proposal and to impose a ban on participation in any further AITI tenders or quotations for a specified period. AITI shall also have the right to terminate the award and void the Contract.
- 12. TRADE SECRETS OR PROPRIETARY INFORMATION**
- 12.1** Trade secrets or proprietary information submitted in connection with this RFQ shall not be subject to disclosure; however, protection of their proprietary information must be invoked prior to or upon submission and must clearly identify the proprietary information to be protected and state the reasons why protection is necessary.
- 13. GENERAL**
- 13.1** Participants are advised to study these RFQ documents very carefully before submitting a Proposal. The onus is on the Vendors to ensure that a complete Proposal is submitted.
- 13.2** AITI shall not be responsible for the cost of preparation of Proposals in response to this RFQ.
- 13.3** These RFQ documents constitute confidential and proprietary information of AITI and shall not, except with AITI's prior written consent, be disclosed in whole or in part to any third party, other than those who have a need to know such information for the purpose of responding to this RFQ, and shall not be duplicated or used for any other purpose than to evaluate and participate in this RFQ.
- 13.4** This document is not to be construed as a legal document and does not constitute an offer by AITI.

SECTION 2 | AITI's Requirements

- 1. BACKGROUND**
 - 1.1** AITI is seeking a Vendor to supply and deliver customised corporate souvenirs and uniforms for 2024.

- 2. OBJECTIVE**
 - 2.1** The customised corporate souvenirs will be distributed to stakeholders during official AITI events and activities, and the customised corporate uniforms will be used by AITI employees.

- 3. CONTRACT WORK**
 - 3.1 The high-level scope of work:**
 - 3.1.1. Supply and Delivery of customised corporate souvenirs and uniforms.
 - 3.1.2. Customisation of the corporate souvenirs and uniforms following AITI's specifications.
 - 3.1.3. Packaging for 'employee starter pack'.

 - 3.2 The detailed scope of work:**
 - 3.2.1. Supply and Delivery of customised corporate souvenirs and uniforms**
 - 3.2.1.1. The Successful Vendor shall supply a variety of customised corporate souvenirs and uniforms including accessories, and deliver to AITI upon completion.
 - 3.2.1.2. AITI reserves the right to amend or make changes to the list of deliverables prior to confirmation and not to select all items proposed by vendor.

 - 3.2.2. Customisation of the corporate souvenirs and uniforms following AITI's specifications**
 - 3.2.2.1. The Successful Vendor shall customise the corporate souvenirs and uniforms in full color with AITI logo, in accordance with the specifications as per Annex A.
 - 3.2.2.2. The customised corporate souvenirs shall be based on the following specifications and also in Annex A1:

NO.	ITEM	DESCRIPTIONS	QUANTITY
1	Insulated Thermos Flask	i. Flask that can keep liquids hot or cold for an extended period of time. ii. Colour: Digital Blue with code #69D2F1	500 units

		<ul style="list-style-type: none"> iii. Logo Placement: Bottom center of flask 2-3" (w) iv. Monochrome brand pattern: Top centre above logo 2-3" (w) v. Packaging: Box. 	
2	Reverse umbrella	<ul style="list-style-type: none"> i. Umbrella that is designed with reverse folding frame ii. Size: 30" iii. Packaging: Plastic cover. 	400 units
3	Car Shade	<ul style="list-style-type: none"> i. Size: 28"(h) x 60"(w) ii. Material: Nylon or Polyester iii. Packaging: Plastic cover. 	400 units
4	Notebook	<ul style="list-style-type: none"> i. Size: A5. ii. Material: Art card (cover) / paper. iii. Packaging: plastic cover. 	500 units
5	Tote bag (Transparent)	<ul style="list-style-type: none"> i. Size: A4. ii. Material: Transparent PVC. iii. Packaging: None. 	500 units
6	Tote bag (Canvas)	<ul style="list-style-type: none"> i. Size: A4. ii. Material: Canvas. iii. Packaging: None. 	500 units
7	Non-woven bag (A4)	<ul style="list-style-type: none"> i. Size: A4 ii. Material: Cotton iii. Design: (see Annex 1 for reference) iv. Packaging: none 	1,000 units
8	Non-woven bag (A3)	<ul style="list-style-type: none"> i. Size: A3. ii. Material: Cotton. iii. Packaging: none 	1,000 units
9	Paper Bag (horizontal)	<ul style="list-style-type: none"> i. Size: 12.5"(w) x 9"(h). ii. Material: Paper (230 gsm). iii. Packaging: none. 	1,000 units
10	Paper Bag (vertical)	<ul style="list-style-type: none"> i. Size: 9"(w) x 12.5"(h). ii. Material: Paper (230 gsm). iii. Packaging: None. 	1,000 units

11	Wrapping Paper	<ul style="list-style-type: none"> i. Size: A1. ii. Thickness: 80gsm / 100gsm. iii. Finish: Matte. iv. Packaging: None. 	200 Sheets
12	Square Stickers	<ul style="list-style-type: none"> i. Size: 4" x 4" ii. Thickness: 80gsm – 120gsm iii. Packaging: None. 	1,000 pieces
13	Round Stickers	<ul style="list-style-type: none"> i. Size: 2" diameter ii. Thickness: 80gsm – 120gsm iii. Packaging: None. 	1,000 pieces
14	Decorative Ribbon	<ul style="list-style-type: none"> i. Size: 22mm(w) ii. Design: Repeating pattern iii. Material: Satin iv. Packaging: Plastic cover. 	10 rolls
15	3-in-1 charging cable	<ul style="list-style-type: none"> i. Type: USB-C, Lightning & Micro-USB. ii. Packaging: Box. 	500 units
16	Cable organiser bag	<ul style="list-style-type: none"> i. Packaging: Box. 	500 units
17	Phone card holder	<ul style="list-style-type: none"> i. Adhesive card holder that can attach on smart phone ii. Packaging: Plastic cover. 	1,000 units
18	Drawstring bag	<ul style="list-style-type: none"> i. Packaging: None. 	500 units

3.2.2.3. The customised corporate uniforms, including accessories, shall be based on the following specifications and also in Annex A2:

NO.	ITEM	DESCRIPTIONS	QUANTITY
1	Corporate Polo Shirt (Short Sleeve)	<ul style="list-style-type: none"> i. Regular fit blue polo tee. ii. Fabric: Cotton blend. iii. Thickness: 150-200GSM. iv. Colour: <ul style="list-style-type: none"> a. Primary color - #0047C7. b. Accent colors - #69D2F1 & white. v. Design: <ul style="list-style-type: none"> a. Short sleeve with white ribbed cuff. b. Straight bottom hem. c. White buttons. vi. Packaging: Plastic cover. 	100 units
2	Corporate Polo Shirt	<ul style="list-style-type: none"> i. Regular fit blue polo tee. ii. Fabric: Cotton blend. 	100 units

	(Long Sleeve)	<ul style="list-style-type: none"> iii. Thickness: 150-200GSM. iv. Colour: <ul style="list-style-type: none"> a. Primary color - #0047C7. b. Accent colors - #69D2F1 & white. v. Design: <ul style="list-style-type: none"> a. Long sleeve with white ribbed cuff. b. Straight bottom hem. c. White buttons. vi. Packaging: Plastic cover. 	
3	Corporate Jacket	<ul style="list-style-type: none"> i. Jacket with zippered pockets and closure and adjustable buttoned cuffs and hem. ii. Provide male and female cutting. iii. Colour: Executive Blue. iv. Fabric: <ul style="list-style-type: none"> a. Shell: Polyester. b. Lining: Poly-cotton. v. Logo Placement: <ul style="list-style-type: none"> a. Left chest. vi. Size of logo: 3”(w). vii. Packaging: Plastic cover. 	200 units
4	Women’s Scarf (Hijab)	<ul style="list-style-type: none"> i. Square scarf. ii. Size: 36” x 36”. iii. Fabric: Modal or Polyester. iv. Packaging: Plastic cover. 	100 units
5	Neck Tie	<ul style="list-style-type: none"> i. Colour: Dark blue neck tie. ii. Tie type: New Standard diamond shape. iii. Design: Logo placement. iv. Packaging: Plastic cover. 	100 units
6	Cap	<ul style="list-style-type: none"> i. Type: Six-panel adjustable cap. ii. Material: Polyester. iii. Brim: Flat square. iv. Colour: Blue. v. Design: logo placement on front left side (3D embroidered 2.5”(w)). vi. Packaging: Plastic cover. 	200 units
7	Lanyard	<ul style="list-style-type: none"> i. Flat lanyard. ii. Size: 1”(w) x 15”(l). iii. Fabric: Woven. iv. Printing: screen printing or dye sublimation. v. Colour: Gradient (AITI Blue – Digital Blue). vi. Design: Repeating pattern wordmark and tagline. vii. Packaging: Plastic cover. 	300 Units

8	ID Card Holder	<ul style="list-style-type: none"> i. Multi-card lanyard holder with two card slots and one ID badge holder window. ii. Size: 4.4”(h) x 3.15”(w). iii. Colour: #0047C7. iv. Packaging: Plastic cover. 	300 units
9	Badge Holder	<ul style="list-style-type: none"> i. Durable & lightweight. ii. Clip for carry on belt / pocket / keychain / backpack / lanyard. iii. Spring loaded card holding system - holds 1-3 cards. iv. Packaging: Plastic cover. 	20 units
10	Black safety vest	<ul style="list-style-type: none"> i. Black safety vest with chest pocket window for ID. ii. Multiple pockets. iii. Velcro feature on back. iv. Packaging: Plastic cover. 	20 units
11	Round Enamel Pin	<ul style="list-style-type: none"> i. Full logo round pin. ii. Size: 1” or 1.25” diameter. iii. Metal plating: Gold Finish. iv. Backing attachment: Rubber clutch. v. Colour: Executive blue. vi. Packaging: Box. 	100 units
12	Rectangular Enamel Pin	<ul style="list-style-type: none"> i. Rectangular pin. ii. Size: 2”(w) x 0.8”(h). iii. Metal plating: White. iv. Backing attachment: Rubber clutch. v. Colour: Executive blue #002858. vi. Packaging: Box. 	200 units

3.2.3. Packaging for ‘employee starter pack’

3.2.3.1. The Successful Vendor shall prepare and supply packaging for ‘employee starter pack’ that includes customised corporate uniforms with AITI logo.

3.2.3.2. The packaging for ‘employee starter pack’ must be able to fit all of the following items:

- i. Insulated thermos flask.
- ii. Car Shade.
- iii. Notebook.
- iv. Tote Bag.
- v. Corporate Polo Shirt.
- vi. Corporate Jacket.
- vii. Women’s Scarf or Neck Tie.
- viii. Cap.
- ix. Lanyard.
- x. ID card holder.

3.3 Deliverables

3.3.1. The Successful Vendor shall supply and deliver:

3.3.1.1. customised corporate souvenirs and uniforms with accessories as specified in Annex A.

3.3.1.2. packaging for 'employee starter pack'.

3.3.2. The Successful Vendor may be required to provide physical samples of the customised corporate souvenirs and uniforms as well as packaging for 'employee starter pack', with complete design for AITI's approval prior to printing.

3.3.3. Upon delivery, the AITI Project Managers shall conduct complete inspections based on a User Acceptance checklist containing the customised souvenirs and uniforms including accessories, and employee starter packaging delivered to verify compliance with the Contract Work. This must be completed in at least five (5) working days.

3.3.4. AITI also requires the following documentation deliverables:

3.3.4.1. User Acceptance Checklist.

3.3.4.2. Invoice.

3.3.4.3. Delivery Order.

4. PROJECT IMPLEMENTATION SCHEDULE

4.1 Indicative Project Implementation Schedule

Description	M1	M2	M3	M4	M5	M6	M7	M8
Award of project								
Contract Signing								
Production								
Delivery								

4.1.1. All the customised corporate souvenirs and uniforms as well as packaging for 'employee starter pack' are to be delivered to AITI before 31 January 2024.

5. PAYMENT MILESTONES

5.1 Indicative Payment Milestones

NO.	MILESTONE	PAYMENT % OF CONTRACT VALUE	REMARKS
1.	Contract Signing	0%	Upon receipt of Acknowledgement and Agreement Sheet.
2.	Supply, Delivery and acceptance of the	100%	Payable upon satisfactory completion of all deliverables,

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	customised items		inspection and submission of delivery order and invoice as approved by AITI.
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SECTION 3 | Submission Forms

Note to Vendors: AITI's Procurement Focal Contact Person will e-mail a softcopy of all the forms under this Section to all Vendors who have purchased this RFQ.

FORM 1: TECHNICAL ADMINISTRATIVE REQUIREMENTS

1. Please include a copy of the document fee **receipt from AITI** as proof of purchase of the RFQ documents.
2. Please include copies of the business/company registration documents as follows:
 - (a) **For sole proprietors and partnerships:**
 - i. Copy of Section 16 and 17 forms; and
 - ii. IC of licence holder.
 - (b) **For public and private limited companies:**
 - i. Copy of Form X and Memorandum & Articles of Association;
 - ii. Copy of Certificate of Incorporation;
 - iii. Copy of Notice of Situation of Registered Office;
 - iv. Copy of Particulars of Shareholders and Directors; and
 - v. Copy of Certificate of Tax Compliance.
 - (c) **For entities registered internationally:**
 - i. Relevant copies of company/business establishment documents.

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FORM 2: COMPANY PROFILE

NAME OF BUSINESS/COMPANY:		
CONTACT PERSON:		
PRINCIPAL PLACE OF BUSINESS/REGISTERED ADDRESS:		
CONTACT NUMBER:	(Office)	(Mobile)
FAX:		
EMAIL:		
WEBSITE:		
LITIGATION HISTORY (IF ANY):		

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FORM 3.1: PAST PROJECTS

DESCRIPTION OF SIMILAR WORK PERFORMED OVER THE LAST FIVE (5) YEARS	CLIENT NAME	CONTRACT DURATION	COMPLETION DATE	PROJECT COST (B\$)

FORM 3.2: CURRENT PROJECTS

DESCRIPTION OF CURRENT PROJECTS	CLIENT NAME	CONTRACT DURATION	COMPLETION DATE	PROJECT COST (B\$)

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FORM 4: COMPLIANCE

Full Compliance (FC): This means that the Vendor is fully compliant with the requirements in Section 2 without any workaround or alternative approach and method.

Partial-Compliance (PC): This means that the Vendor’s Proposal does not meet the requirements in Section 2 with a workaround or alternative approach and method. A description of the workaround or alternative must be placed in the “Details” column.

Non-Compliance (NC): This means that the Vendor’s Proposal does not meet the requirements in Section 2. Reasons for non-compliance must be placed in the “Details” column.

Full compliance (FC), partial compliance (PC) or non – compliance (NC) must be indicated with a tick (✓) in the appropriate column.

Section	Paragraph	Sub-paragraph*	FC	PC	NC	Details
2	3	3.1				
		3.1.1.				
		3.1.2.				
		3.1.3.				
		3.2				
		3.2.1.				
		3.2.2.				
		3.2.3.				
		3.3				
		3.3.1.				
		3.3.2.				
		3.3.3				
		3.3.4.				
	4	4.1				
		4.1.1.				
	5	5.1				

*Where applicable, Vendors are to fill in the sub-paragraphs according to Section 2 of this RFQ.

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FORM 5: PRICE SCHEDULE

FORM 5.1: Price Summary

NO.	ITEM	QUANTITY	UNIT PRICE (B\$)	TOTAL PRICE (B\$)
1	Insulated Thermos Flask	500		
2	Reverse umbrella	400		
3	Car Shade	400		
4	Notebook	500		
5	Tote bag (Transparent)	500		
6	Tote bag (Canvas)	500		
7	Non-woven bag (A4)	1,000		
8	Non-woven bag (A3)	1,000		
9	Paper Bag (horizontal)	1,000		
10	Paper Bag (vertical)	1,000		
11	Wrapping Paper	200		
12	Square Stickers	1,000		
13	Round Stickers	1,000		
14	Decorative Ribbon	10		
15	3-in-1 charging cable	500		
16	Cable organiser bag	500		
17	Phone card holder	1,000		
18	Drawstring bag	500		
19	Corporate Polo Shirt (Short Sleeve)	100		
20	Corporate Polo Shirt (Long Sleeve)	100		
21	Corporate Jacket	200		
22	Women's Scarf (Hijab)	100		
23	Neck Tie	100		
24	Cap	200		
25	Lanyard	300		
26	ID Card Holder	300		
27	Badge Holder	20		
28	Black safety vest	20		
29	Round Enamel Pin	100		
30	Rectangular Enamel Pin	200		
			TOTAL PRICE (B\$)	

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FORM 6: DECLARATION

I, the undersigned, on behalf of the abovementioned business/company confirm that I am authorised to sign for and act on behalf of the above named business/company.

I, the undersigned, further warrant that the information provided in my/our proposal is true, updated and accurate. In the event of changes, details will be provided as soon as possible.

I, the undersigned, hereby make the following declaration:

- (a) My business/company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our business/company unsuitable for business dealing with AITI;
- (b) My business/company is not associated with a company or individual, groups, undertakings and entities that are participating in the same RFQ/ITT for AITI;
- (c) My business/company is not currently removed, invalidated or suspended by any government agencies or private entities; and
- (d) I agree to the indicative contract terms as stipulated under Section 4 of the RFQ.

On behalf of the above named business/company, I, the undersigned, grant permission to AITI to terminate any agreement that I have entered into with AITI and take legal action in the event that this declaration is found to be false, untrue or misleading.

.....
Name & Signature

.....
Company Stamp (if available)

.....
Date

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SECTION 4 | Indicative Contract Terms

- 1. DEFINITIONS**
- 1.1** In this Contract, the following words and terms shall have the meanings prescribed below, unless the context otherwise requires:
- 1.1.1. “AITI”** means the Authority for Info-communications Technology Industry of Brunei Darussalam (AITI).
- 1.1.2. “Commencement Date”** means the date of this Agreement or any other mutually agreed date.
- 1.1.3. “Contract”** means this Contract between the AITI and the Vendor.
- 1.1.4. “Contract Price”** means the price payable to the Vendor as set out in **Clause 3**.
- 1.1.5. “Contract Work”** means AITI’s requirements as set out in **Clause 2**.
- 1.1.6. “Force Majeure”** means any act, event, circumstance or omission beyond the control of the Vendor and AITI, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
- (a) acts of God (such as, but not limited to natural disasters, earthquakes, floods, fire and drought);
 - (b) war, terrorism, rebellion or invasion;
 - (c) epidemics or pandemics; or
 - (d) acts of government.
- 1.1.7. “Party”** means the Parties to this Contract who are also collectively known as Parties.
- 1.1.8. “Proposal”** means the Vendor’s submission to the RFQ dated **DD Month Year**.
- 1.1.9. “Request for Quotations” or “RFQ”** means the information, requirements and conditions contained in AITI’s document dated **DD Month Year**.
- 1.1.10. “Vendor”** means **Company Name**.
- 2. CONTRACT WORK**
- 2.1** The Vendor shall perform the Contract Work required by Section 2 of the RFQ and according to the Vendor’s Proposal or as modified by mutual agreement between AITI and the Vendor.
- 2.2** The Contract Work Schedule is detailed under **Schedule A** of this Contract.

- 3. CONTRACT PRICE & PAYMENT**
- 3.1** The amount to be paid by AITI to the Vendor for the Contract Work shall be **BNDXXX [BRUNEI DOLLARS XXX ONLY]** for full and proper performance of the Contract Work.
- 3.2** Payment of the Contract Price shall be made according to a mutually agreed payment schedule. The Contract Price and Payment Schedule is in **Schedule B**.
- 3.3** Payment of the Contract Price shall be made in Brunei Dollars by way of cash, cheque or direct transfer into the Vendor's bank account at AITI's option within **thirty (30) days** upon the date AITI receives the invoice and satisfactory performance of the Contract Work according to each milestone.
- 3.4** AITI shall only process payment based on an invoice issued by the Vendor.
- 4. CONTRACT TERM**
- 4.1** This Agreement starts on the Commencement Date and shall be implemented according to **Schedule C**.
- 4.2** The Agreement shall end upon satisfactory completion of the Contract Work, unless earlier terminated according to the provisions of **Clause 7**.
- 5. TIME OF THE ESSENCE**
- 5.1** Time for the performance of the Contract Work under this Contract shall be of the essence.
- 6. STANDARD OF PERFORMANCE**
- 6.1** The Vendor shall perform the Contract Work according to internationally acceptable standards and in compliance with all laws of Brunei.
- 7. TERMINATION**
- 7.1** The Contract shall terminate upon satisfactory completion of the Contract Work or in accordance with the contents of this **Clause 7**, whichever is the earlier.
- 7.2** Either Party may terminate this Contract in the following circumstances, without prejudice to its other rights in law:
- 7.2.1.** if the other Party breaches any Clause under this Contract and such breach if capable of remedy, has not been remedied within **thirty (30) calendar days** following a written notice having been served by the Party not in breach, detailing the breach and indicating the steps required to be taken to remedy the failure;
- 7.2.2.** if a Party passes a resolution for its winding up or a court of competent jurisdiction has made an order for the Party's winding up or dissolution;
- 7.2.3.** if a Party suspends or threatens to suspend its operations;
- 7.2.4.** if an administrative or receiving order has been made in relation to any Party;
- 7.2.5.** if a Party ceases to carry on business;

- 7.2.6. if termination is by and for mutual convenience of both Parties;
- 7.2.7. if any distress execution, sequestration or other process is issued against the property of a Party and remains undercharged for a period of **thirty (30) calendar days**;
- 7.2.8. should any Party infringe or violate any law pertaining to the Contract Work and fails to remedy such infringement or violation within the time frame stipulated by the relevant authority;
- 7.2.9. where an event of Force Majeure continues for an uninterrupted period of **thirty (30) calendar days** and no acceptable arrangement or further agreement has been made by the Parties to overcome the fact of the Force Majeure and allow performance of the Contract Work.

7.3 Consequences of Termination

- 7.3.1. In the event that this Contract is terminated due to the sole default of the Vendor, in whole or in part, AITI shall be entitled to engage a suitably qualified third party to carry out the Vendor's unfinished Contract Work, and the Vendor shall be liable for any additional cost incurred by AITI in engaging any such third party.
- 7.3.2. Subject to **Clause 7.3.1.**, in the event that this Contract is terminated in whole, the Vendor shall be paid all sums due for the Contract Work performed up to the date of termination. If the Contract is determined in part only, the Vendor shall only be entitled to be paid such sums as are due to him on a quantum meruit basis.

8. DELAYS

- 8.1 Should either Party cause a delay at any stage of performance of the Contract Work, the other Party may agree to a reasonable extension having regard to the circumstances without prejudice to its right to terminate this Contract under **Clause 7**. The Party causing the delay will be responsible for any reasonable additional costs incurred by the other Party.
- 8.2 Where a Party is or is likely to be affected by a Force Majeure event which prevents or hinders performance of the Contract Work the affected Party shall not be held liable for delay or failure in performing such obligations for so long as Force Majeure continues to affect/prevent performance provided that the affected Party immediately notifies the other Party in writing of the fact, such notice to include full particulars of the event, an estimate of its likely duration, the extent to which the event affects delay on that Party's obligations and the steps (if any) undertaken to rectify or minimise the delay.
- 8.3 Where the affected Party has given notice under **Clause 8.2:**

- 8.3.1. the affected Party's obligations under this Contract are suspended to the extent they are affected by the Force Majeure event for so long as the Force Majeure event continues;
- 8.3.2. the affected Party will use its best endeavours to minimise, overcome or remove the effects of the Force Majeure event as quickly as possible; and
- 8.3.3. the other Party may acquire the right to terminate this Contract as set out in **Clause 7.2.1**.

9. PENALTIES

- 9.1 In case any of infringement or default of the Contract Work as defined under **Clause 2**, AITI shall issue a notice to the Vendor to rectify such infringement or default within a stipulated time.
- 9.2 If the infringement is not rectified within the stipulated time, as a remedy for the breach, AITI may take the following actions:
 - 9.2.1 Impose a fine of up to a maximum of thirty per cent (30%) of the deliverable under delay;
 - 9.2.2 Withhold payment of or deduct from the Contract Price a sum proportional to the infringement or default;
 - 9.2.3 Claim liquidated damages under **Clause 10**; or
 - 9.2.4 Terminate this Agreement as specified under **Clause 7**.

10. LIQUIDATED DAMAGES

- 10.1 The Vendor shall use its best endeavours to complete the Contract Work according to AITI's requirements under **Clause 2** and in line with the Contract Price under **Clause 3** of this Contract.
- 10.2 Save for the event of Force Majeure, if the Vendor fails to satisfy **Clause 10.1**, AITI shall be entitled, without prejudice to and in addition to any of its other rights and remedies under this Contract, to deduct from the Contract Price or any other payment due to the Vendor or to claim from the Vendor by way of liquidated damages, a sum equal to **one percent (1%)** of the Contract Price for each day of delay up to a maximum of **ten percent (10%)** of the Contract Price and thereafter to terminate the Contract under **Clause 7.2** in which event the Vendor shall have no claim whatsoever against AITI except for payment of such portion of the Contract Work as is completed at the date of termination.
- 10.3 However, should any delays be beyond the Vendor's control, no penalty under **Clause 10.2** shall apply, and AITI may grant any extension of time as is reasonably requested by the Vendor provided always that the Vendor is entitled to also charge any additional expenses of the Vendor arising from any reasonable cost accrued by the Vendor due to the extension of time.

11. REVISION, MODIFICATION AND AMENDMENT

- 11.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Contract.

- 11.2** Any revision, modification or amendment accepted by the Parties will be reduced into writing, signed by each Party's authorised representative and will form part of this Contract.
- 11.3** Such revision, modification or amendment will enter into effect on such date as may be determined by the Parties.
- 11.4** Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Contract before or up to the date of such revision, modification or amendment.
- 12. INDEMNITIES**
- 12.1** The Vendor shall indemnify AITI against any loss, liability, damage to AITI's premises, injury to persons legally within AITI's premises, cost or expense and all claims by third parties arising as a consequence of the Vendor's performance of the Contract Work and in particular, because of any Defect in the Contract Work. This includes instances of infringement of intellectual property rights belonging to third parties.
- 12.2** This **Clause 12** survives the termination or expiry of this Contract.
- 13. CONFIDENTIALITY**
- 13.1** "Confidential Information" means:
- 13.1.1.** all information that is expressed to be confidential either by the use of words such as "private", "in confidence", "strictly confidential", "not to be disclosed" or by conduct; and
- 13.1.2.** all information which by its nature is confidential including business records, financial information, employee information, expert consultants' reports and advice, licensee and industry specific information; and
- 13.1.3.** all information of whatsoever kind or nature relating to the affairs of third parties (including licensees) in the possession of AITI and to which the Vendor may have access to at any time during the Contract Period; and
- 13.1.4.** excludes all information, which is or becomes at any time in the public domain except where such information comes into the public domain as a consequence of any act or omission by a Party constituting a breach of this Contract.
- 13.2** The Vendor shall not disclose to third parties, Confidential Information obtained during the Contract Period without express prior written consent from AITI and shall only use Confidential Information obtained during the Contract Period for the proper and legitimate purposes of carrying out the Contract Work.
- 13.3** The Vendor shall take all reasonable steps to ensure that such Confidential Information is secure and that no third party can directly or indirectly access such Confidential Information.

13.4 Where the Vendor by act or omission places at risk AITI’s Confidential Information, then AITI may take all reasonable steps including:

- 13.4.1. refusing access to its premises without being in breach of this Contract; and
- 13.4.2. seeking injunctive relief to protect the Confidential Information.

If AITI successfully seeks injunctive relief, it shall also be entitled to consequential costs order in its favour.

13.5 This **Clause 13** survives the termination or expiry of this Contract.

14. TAXES & DUTIES

14.1 The Vendor shall be entirely responsible for all taxes, duties, license fees and other such levies imposed unless otherwise agreed in writing.

14.2 The stamp duty for this Contract will be borne by AITI.

15. NOTICES

15.1 Any notice, demand or other communication given or made by one Party to the other under this Contract shall be in writing and delivered by hand or sent by pre-paid registered post or facsimile transmission or email (with the exception of legal notices) to the address and number specified below (or such address or facsimile number as the addressee has by **seven (7) days** prior written notice specified to the other Party):

AITI

Block B14, Simpang 32-5,
 Jalan Berakas,
 Kampong Anggerek Desa
 Bandar Seri Begawan BB 3713
 Brunei Darussalam

Attention of: **Chief Executive**

Fax: +673 238 2447

Vendor

Name
 Address
 Brunei Darussalam

Attention of: **Name**

Fax: +673 XXXXXX

15.2 Such notice or document shall be deemed to be duly served:

- 15.2.1. if delivered by hand during the normal business hours of the addressee to the addressee’s address, at the time of delivery;
- 15.2.2. if sent by registered post during the normal business hours of the addressee, on the **seventh (7th) working day** after posting;
- 15.2.3. if sent by facsimile transmission during the normal business hours of the addressee, at the time of successful transmission; and
- 15.2.4. if sent by e-mail address during the normal business hours of the addressee, at the time the email is sent; or at a specific period after the time it is sent; or the time shown on a “delivery receipt” received by the sender.

- 16. RELATIONSHIP** **16.1** Nothing in this Contract will constitute or be deemed to constitute a partnership, joint venture or agency between AITI and the Vendor.
- 17. SEVERABILITY** **17.1** If any provision of this Contract is invalid under any Law or is found to be invalid or unenforceable the provision will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from the Contract and the remaining provisions will remain full force and effect.
- 18. ASSIGNMENT** **18.1** Neither Party may assign, mortgage, charge, or otherwise transfer any rights or obligations under this Contract without the prior written consent of the other Party.
- 19. WAIVER** **19.1** A failure or delay by either Party in enforcing an obligation, or exercising a right or remedy under this Contract does not amount to a waiver of that obligation, right or remedy. A waiver of a particular obligation in one circumstance will not prevent a Party from subsequently requiring compliance with the obligation on other occasions. No waiver by any Party of any breach of any provision shall be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver by any Party, must be in writing and signed by such Party to be effective.
- 20. ENTIRE CONTRACT** **20.1** This Contract and its schedules constitute the entire agreement between the Parties relating to the subject matter. Where there is any conflict between the terms of this Contract and the terms of the schedules, the schedules shall prevail to the extent necessary to resolve the conflict.
- 21. SUSPENSION** **21.1** Each Party reserved the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Contract which suspension will take effect immediately after notification has been given to the other Party.
- 22. RESOLUTION OF DISPUTES** **22.1** The Parties shall make every effort to amicably resolve, by direct negotiation, any disagreement or dispute arising between them in relation to the existence, validity, payment, performance, breach or termination, application or interpretation, or any other matters pursuant to or in connection with this Agreement.
- 22.2** Notwithstanding the above, in the event of a serious or significant breach of the contract terms, AITI reserves the right to pursue legal action or litigation to address the breach and seek appropriate remedies.

22.3 Request for Mediation

- 22.3.1. If the parties are unable to amicably resolve any disagreement within thirty (30) days from the date when such dispute arose, either Party may require that the agreement or dispute be submitted for **mediation** at Brunei Darussalam Arbitration Centre (BDAC) in accordance with BDAC's mediation procedure before the matter is referred for resolution by arbitration under clause 22.3.
- 22.3.2. Either party may submit a request to mediate to BDAC upon which the other party may agree to participate in the mediation within forty-five (45) days thereof.
- 22.3.3. Parties to the mediation may be represented by representatives of the Parties and with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the mediator(s) shall be appointed by BDAC.
- 22.3.4. The mediation shall take place in Brunei Darussalam and the language of the mediation shall be English.
- 22.3.5. The Parties shall agree to be bound by any settlement agreement(s) reached.

22.4 Arbitration

- 22.4.1. If the Parties are unable to amicably resolve any disagreement or dispute through mediation, either Party may require that the disagreement or dispute be referred for resolution by arbitration.
- 22.4.2. The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the Parties, or failing agreement, to be nominated in accordance with the **Arbitration Order, 2009**. The applicable rules of Arbitration shall be the **UNCITRAL Rules of Arbitration**.
- 22.4.3. The arbitrator's decision shall be final and binding on the Parties. The Parties agree that the right of appeal to the High Court shall be excluded in relation to the arbitrator's decision.
- 22.4.4. The seat and place of arbitration shall be in Brunei Darussalam and the language of the arbitration shall be in English.
- 22.4.5. All rights and obligations of the Parties under this Contract shall continue in full force and effect pending the final outcome of such arbitration.
- 22.4.6. Any reference to arbitration under this clause 22 shall be a submission to arbitration within the meaning of the

Arbitration Order, 2009 for the time being in force in Brunei Darussalam.

22.4.7. The application of Part II of the International Arbitration Order, 2009, and the Model Law referred hereto, to this Contract is hereby excluded.

- | | | |
|---|-------------|--|
| 23. GOVERNING LAW & JURISDICTION | 23.1 | This Contract shall be governed by and interpreted in accordance with the Laws of Brunei Darussalam. The Parties hereby submit and agree to the exclusive jurisdiction of the courts of Brunei Darussalam. |
| 24. LANGUAGE OF CONTRACT | 24.1 | The current Contract has been drawn up in two (2) original copies in English, all texts being equally authentic. |

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SAMPLE

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO EXECUTED THIS CONTRACT THE DATE AND YEAR FIRST ABOVE STATED.

For and on behalf of

**AUTHORITY FOR INFO-
COMMUNICATIONS TECHNOLOGY
INDUSTRY OF BRUNEI
DARUSSALAM (AITI)**

For and on behalf of

COMPANY NAME

.....
NAME
Position

.....
NAME
Position

In the presence of:

In the presence of:

.....
NAME
Position
(Witness)

.....
NAME
Position
(Witness)