

Request for Quotation

Supply, Delivery, Installation, Configuration, Testing, Commissioning, Warranty and Maintenance of Leasing Multifunctional Printer for AITI

Reference:	AITI/8/2/MultiFunctionalPrinter
Opening Date:	Friday, 17 March 2026
Closing Date:	Monday, 20 April 2026 before 3.00 p.m. ¹
Email:	procurement@aiti.gov.bn
Information Day:	N/A
Document Fee (non-refundable):	BND5.00

¹ Please adhere strictly to the Closing Date and Time and ensure that both Technical and Commercial Proposals are submitted before 3.00 p.m.

Contents

EXECUTIVE SUMMARY	4
VENDOR CHECKLIST	5
SECTION 1 Instructions for Participation	6
1. DEFINITIONS.....	6
2. ENQUIRIES.....	6
3. ELIGIBILITY.....	6
4. MODIFICATION	7
5. CANCELLATION	7
6. FORM OF PROPOSALS.....	7
7. SUBMISSION OF PROPOSALS	8
8. VALIDITY PERIOD OF PROPOSALS	8
9. OMISSIONS OR ERRORS IN PROPOSALS.....	8
10. AWARD OF AGREEMENT.....	8
11. WITHHOLDING INFORMATION	8
12. TRADE SECRETS OR PROPRIETARY INFORMATION	9
13. GENERAL	9
SECTION 2 AITI’s Requirements	10
1. BACKGROUND.....	10
2. OBJECTIVE	10
3. HIGH-LEVEL SCOPE OF WORK:.....	10
4. DETAILED SCOPE OF WORK	10
5. DELIVERABLES.....	14
6. PROJECT IMPLEMENTATION SCHEDULE	16
7. PAYMENT MILESTONES.....	17
SECTION 3 Submission Forms	18
FORM 1: TECHNICAL ADMINISTRATIVE REQUIREMENTS	18
FORM 2: COMPANY PROFILE	19
FORM 3.1: PAST PROJECTS.....	20
FORM 3.2: CURRENT PROJECTS	20
FORM 4: COMPLIANCE	21
FORM 5: TECHNICAL PROPOSAL	23
FORM 6: PRICE SCHEDULE	24
FORM 7: DECLARATION	25
SECTION 4 Indicative Terms for Lease Agreement	26
1. DEFINITIONS.....	26
2. AGREEMENT WORK	27
3. AGREEMENT PRICE & PAYMENT.....	27
4. LEASE PERIOD.....	27
5. OWNERSHIP OF LEASE HARDWARE	27
6. LIABILITY AND LEASE HARDWARE BREAKDOWN.....	27
7. RETURN OF LEASE HARDWARE.....	28
8. OBLIGATIONS OF THE LESSEE	28
9. LESSOR’S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS.....	29
10. TIME OF THE ESSENCE	29

11.	TERMINATION	29
12.	DELAYS	30
13.	PENALTIES	31
14.	LIQUIDATED DAMAGES.....	31
15.	REVISION, MODIFICATION AND AMENDMENT	31
16.	INDEMNITIES.....	32
17.	CONFIDENTIALITY	32
18.	TAXES & DUTIES	33
19.	NOTICES	33
20.	RELATIONSHIP	33
21.	SEVERABILITY	33
22.	ASSIGNMENT	34
23.	WAIVER	34
24.	ENTIRE CONTRACT	34
25.	SUSPENSION.....	34
26.	RESOLUTION OF DISPUTES.....	34
27.	GOVERNING LAW & JURISDICTION.....	35
28.	LANGUAGE OF CONTRACT	35

EXECUTIVE SUMMARY

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

1. AITI is seeking a qualified Vendor to supply the lease of five (5) brand new units of Multifunction Printers (MFP) for a period of four (4) years.
2. The objective of this leasing initiative is to modernise AITI's printing infrastructure, enhance operational efficiency, ensure compatibility with the existing PaperCut MF 18.3 print management system, and reduce maintenance.
3. The high-level scope of work includes:
 - 3.1. The supply, delivery, and installation of five (5) MFPs that meet AITI's minimum technical specifications and are fully compatible with its existing virtualised PaperCut MF environment;
 - 3.2. Provision of comprehensive maintenance and support services, including consumables, spare parts, and preventive maintenance;
 - 3.3. Seamless integration with PaperCut MF or an equivalent central printer management solution, enabling secure print release, user authentication, and usage tracking;
 - 3.4. Submission of a detailed leasing cost structure, with clear options for lease renewal, early termination, and end-of-lease equipment return or upgrade.

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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. Vendors are to ensure that the proposals (original and copy) and the required documents listed are signed, initialled and stamped.
- 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:
- 1.1.1. **“AITI”** means the Authority for Infocommunications Technology Industry of Brunei Darussalam (AITI).
 - 1.1.2. **“Closing Date”** means the date and time as per the cover page of this document.
 - 1.1.3. **“Agreement”** means the lease agreement to be entered into between AITI and the successful Vendor based on the indicative terms set out in **Section 4**.
 - 1.1.4. **“Agreement Price”** means the price payable to the Successful Vendor under the agreement for the full and proper performance of the Agreement Work.
 - 1.1.5. **“Agreement Work”** means AITI’s requirements as contained in **Section 2** of this RFQ and includes all goods and services necessary to meet those requirements.
 - 1.1.6. **“Opening Date”** means the date as per the front page of this document.
 - 1.1.7. **“Proposal”** means the Vendor’s submission to this RFQ as per **Section 3** of this RFQ.
 - 1.1.8. **“Request for Quotations”** or **“RFQ”** means the information, requirements and conditions contained in this document.
 - 1.1.9. **“Vendor”** means those who submit a proposal in response to this RFQ.
 - 1.1.10. **“Successful Vendor”** means the Vendor who is awarded the Agreement.

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 with past experience in the Agreement Work are eligible to participate in this RFQ.
- 3.2. 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.
- 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**:
 - 6.2.1. The Proposal must be written in English language.
 - 6.2.2. 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.
 - 6.2.3. An authorised representative must initial and stamp the company seal on all pages of the Proposal. Improperly endorsed sheets may invalidate the offer.
 - 6.2.4. All pages of the Proposal must be numbered consecutively.
 - 6.2.5. Prices and/or figures written in pencil shall also invalidate the offer.
 - 6.2.6. All prices must be quoted in Brunei Dollars and must indicate the relevant duties and taxes payable where applicable.
 - 6.2.7. The use of AITI's logo in the proposal is strictly prohibited and will result in disqualification.
 - 6.2.8. The hardcopy of the proposal must be submitted in the following format:
 - (a) The Proposal must be **bound** in a manner which does not allow tampering or the addition or removal of pages.
 - (b) 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.

- (c) If there are any discrepancies between the original and the copy of the proposal, the original governs.

6.2.9. 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 Infocommunications 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

- 7.1. Proposals must reach AITI no later than 3pm on the Closing Date. Those received after this time and date will be rejected.
- 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.

8. VALIDITY PERIOD OF PROPOSALS

- 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.
- 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 AGREEMENT

- 10.1. AITI shall award the successful Vendor the Agreement 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 Agreement.

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.

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SECTION 2 | AITI's Requirements

1. BACKGROUND

- 1.1. AITI is undertaking a printer leasing initiative to replace its current fleet of aging multifunction printers, which includes models such as the **Ricoh IM 2500, MP 3054, and MPC 3004**. These units have been in operation for several years and are now facing increasing maintenance requirements leading to inconsistent performance and reduced efficiency.
- 1.2. AITI's printing environment is centrally managed using **PaperCut MF version 18.3**, deployed on a virtualised server (VM). The leased printers must be fully compatible with this existing infrastructure, supporting seamless integration with PaperCut features such as secure print release, user authentication, print tracking, and quota management.

2. OBJECTIVE

- 2.1. To lease five (5) high-performance printers with comprehensive maintenance and support services for a period of four (4) years that meet the specified technical requirements and integrate seamlessly with the existing PaperCut server, while optimizing printing operations and minimising operational costs for AITI.

3. HIGH-LEVEL SCOPE OF WORK:

- 3.1. The high-level scope of work includes:
 - 3.1.1. Supply, installation, and configuration of five (5) brand-new multifunction printers that fully meet AITI's technical requirements.
 - 3.1.2. Provide comprehensive preventive and corrective maintenance, including supply and replacement of all consumables.
 - 3.1.3. Ensure seamless integration with the PaperCut server or provide an equivalent print management system.
 - 3.1.4. The selected vendor must enter into a four (4) year lease agreement detailing printer condition, maintenance responsibilities, service levels, lease renewal, end-of-term options, and termination terms.

4. DETAILED SCOPE OF WORK

- 4.1. The detailed scope of work is as follows:
 - 4.1.1. Supply, installation, and configuration of five (5) brand-new Multifunction Printers (MFP) that fully meet AITI's technical requirements
 - (a) The Successful Vendor shall supply and deliver five (5) brand-new MFPs meeting or exceeding the minimum technical specifications below:

Print Speed	≥ 25 ppm (Black & White), ≥ 25 ppm (Color)
Print Resolution	≥ 1200 dpi (Color & B/W)
Print Technology	Laser or equivalent
First Page Out Time	≤ 5 seconds (Black & White)
Duplex Printing	Automatic two-sided printing

Copy Speed	≥ 30 copies per minute
Copy Resolution	≥ 600 x 600 dpi
Warm-up Time	≤ 20 seconds
First Copy Out Time	≤ 5 seconds
Paper Sizes Supported	A4, A3, Letter, Legal
Paper Tray Capacity	≥ 500 sheets
Scan Resolution	≥ 200 dpi
Scan Speed	≥ 40 originals per minute
Scan Destinations	Email, Network Folder (SMB/FTP), USB
Output Format	TIFF, JPEG, PDF (including encrypted and compressed formats)
Connectivity	Ethernet (Wired) and Wi-Fi (Wireless)
Operating System Compatibility	Windows, MacOS, Linux, Active Directory Integration
PostScript Support	Must support PostScript 3
Security Features	Network authentication, access control, secure print release, data encryption

- (b) All printers supplied must be brand-new, delivered in factory-sealed packaging with full manufacturer warranty for a period of one (1) year.
- (c) If required, all installation of hardware and software shall be done at AITI's premises during AITI's working hours after the delivery of hardware. Housekeeping after the installation is necessary to ensure cleanliness.
- (d) The Successful Vendor shall comply with standard Health, Safety, Security and Environment (HSSE) practices when implementing works at AITI premises.
- (e) The Successful Vendor shall submit a project schedule which shows all activities related to the project until final acceptance by AITI.
- (f) The Successful Vendor must ensure to maintain a sufficient and readily available stock of all necessary consumables (e.g., toner cartridges, drums, waste toner bottles) and other essential components to ensure timely replacements and minimise downtime throughout the lease period. The Successful Vendor shall provide reassurance regarding the consistent availability of these stocks.
- (g) The Successful Vendor should guarantee prompt availability and replacement for critical printer components, such as power supply units (PDUs), fusers, transfer belts, or any other crucial component necessary for uninterrupted printer operation. Please specify typical lead times for such replacements. The Successful Vendor shall reassure the availability of these critical replacement parts. In the event, the required replacement components is not available, the Successful Vendor shall provide a loan printer with the same or higher specifications and indicate the ordering period for the replacement.
- (h) Upon the signing of the Agreement, the Successful Vendor shall supply and deliver the MFPs within twelve (12) weeks, i.e., eighty-four (84) calendars days, inclusive of testing and commissioning.
- (i) The Successful Vendor shall provide the details of shipment for the estimate delivery period, and shall promptly notify the AITI Project

Manager via email of any delays of shipment from the manufacturer, or for any other reason.

- (j) The Successful Vendor is required to provide a detailed breakdown of the leasing costs, including:
 - (i) Bundled Leasing Costs: The Successful Vendor must provide a simplified pricing structure consisting only of:
 - (1) Fixed Quarterly Lease Fee: A single bundled rate covering the hardware, implementation, setup, and software integration.
 - (2) Variable Service Fee (Click Rate): A per-page rate (B&W vs Colour) that covers all consumables (toner/drums), all replacement parts (fusers/rollers/etc.), and all technical labour.

Note: No separate charges for delivery, installation, or individual repair visits will be accepted.
 - (ii) Maintenance & Support: The Successful Vendor bears the full cost and responsibility for all corrective and preventive maintenance.
 - (1) Quarterly Check-ups: Mandatory proactive maintenance including internal cleaning, firmware updates, and performance optimization.
 - (2) Guaranteed Response: 4-hour on-site response for critical issues.
 - (iii) Consumable & Part Provision: The Successful Vendor must maintain sufficient on-site or readily available stock of toners and critical components (Fusers, PDUs, etc.) to ensure zero downtime.
 - (iv) Disposition: At the end of the 48-month term, the Successful Vendor is responsible for the decommission and removal of all five (5) units at no cost to AITI.
- (k) The Successful Vendor must demonstrate expertise in integrating new printers with existing print management solutions. Specifically, the Successful Vendor must:
 - (i) Configure the proposed printers to be fully compatible and integrated with our existing PaperCut server. This includes setting up user authentication, quota management, secure print release, and other necessary PaperCut features.
 - (ii) Alternatively, the Vendor may propose a legally licensed and commercially supported central printer management solution offering functionalities equal to or exceeding those of PaperCut MF, including but not limited to secure print release, quota management, reporting, and user authentication. Full documentation and integration support must be included.

- (l) The Successful Vendor must commit to performing quarterly printer check-ups for all leased units to proactively optimise printer performance. These check-ups should explicitly include but not limited to:
 - (i) Thorough cleaning and routine maintenance of internal components (e.g., rollers, fusers) to prevent paper jams and ensure optimal print quality.
 - (ii) Installation of the latest firmware updates to address any known issues, enhance security, and improve printer functionality.
 - (iii) Comprehensive performance evaluation, including assessments of print speed, print quality, and paper handling, to identify and resolve any potential problems before they impact operations.

4.1.2. Maintenance and Support Services

(a) General Requirements

- (i) The Successful Vendor must submit a detailed maintenance proposal outlining the frequency of all scheduled maintenance, the comprehensive scope of services provided (including both preventive and corrective maintenance), and any associated costs beyond the base lease fee. This proposal should also clearly state guaranteed response times for corrective maintenance and emergency service availability (e.g., 4-hour response for critical issues).
 - (1) Maintenance and Support Services shall commence upon the signing of the User Acceptance Test.
 - (2) At AITI's option, AITI shall either appoint the Successful Vendor for the support service. Should AITI engage the Successful Vendor for the said service, a skilled Customer Service representative must be appointed for the overall management of the Support Services.
 - (3) The Successful Vendor must provide a technician to perform any Support Services, including diagnostic checking and the requirement to replace or install of a hardware.
 - (4) Any Support Services requested by AITI can be performed both remotely or at AITI's premises only.
 - (5) The carrying out by the Successful Vendor for the hardware and network equipment of such repairs, replacement of parts, cleaning, lubrication, adjustment and/or related professional services for reconfiguration, recovery, and re-commissioning as may be necessary to remedy the said fault(s) or defect(s).
 - (6) The carrying out by the Successful Vendor for the software reconfiguration, recover, bug fixing, or re-

commissioning as may be necessary to remedy the said fault(s).

- (7) Provision of service reports upon completion of corrective action on any hardware and software problems encountered and the solutions.

(b) Prescribed Response Time(s)

- (i) The Maintenance and Support Service will be provided by the Successful Vendor upon request by the AITI during the standard coverage period which is from Monday to Friday, from 8:00 am to 5.15 pm.
- (ii) The Successful Vendor shall attend to AITI's request on-site or remotely within one (1) hour from the time of notification of a fault.
- (iii) Upon notification of a fault within the prescribed response time above, the Successful Vendor shall resolve the reported fault as per severity specified in the paragraph below.

(c) Resolution Time(s)

- (i) Resolution Time is the time period between the time that the Successful Vendor arrives to the fault location, or the time that troubleshooting has begun by the Successful Vendor remotely, and the time that the problem is resolved.
- (ii) The Successful Vendor shall meet the following targets:

Classification	Resolution Time	Completion
Severity ONE	Within one (1) working hours	90%
Severity TWO	Within four (4) hours	90%

- (iii) The Successful Vendor shall classify the severity for each problem reported, in accordance with the following guidelines:
- (1) **Severity ONE** problems are categorised as complete loss of function and usability of the software, hardware, network infrastructure and associated services; and
- (2) **Severity TWO** problems are categorised as partial loss of function and usability of the software, hardware, network infrastructure and associated services.

5. DELIVERABLES

- 5.1. The Successful Vendor shall submit a detailed proposal specifying the **technical specifications** of the five (5) MFPs proposed for lease. The proposal must also clearly outline the **warranty coverage**, as well as the **comprehensive maintenance and support services** to be provided throughout the four (4) year lease period.
- 5.2. In addition, the following documentation must be included as part of the vendor's submission:

- 5.2.1. Official quotation or invoice itemizing all leasing costs, including installation, maintenance, consumables, and any optional services;
- 5.2.2. A written summary of the lease renewal terms or extension options available at the end of the lease period; and
- 5.2.3. Clearly defined early termination clauses, including the required notice period, applicable financial penalties or cost recovery terms (if any), and legally enforceable procedures for asset return, de-installation, or transfer to AITI.
- 5.2.4. A customized User Manual (in Digital PDF). The manual must be specifically tailored to the configured environment and include:
 - (a) Printing Guidance: Instructions on secure "Follow Me" print release, selecting paper trays (A3 vs A4), and using finishing options (stapling/booklet making).
 - (b) Copier Functions: Step-by-step guide for basic copying, ID card copying, and adjusting density/enlargement settings.
 - (c) Scanning Workflows: Procedures for "Scan-to-Email" and "Scan-to-Folder" using the one-touch shortcuts configured during installation.
 - (d) Printer Central (PaperCut) Software: A user-friendly guide on how to authenticate via ID card or PIN, manage the print queue at the device, and check personal print quotas.
 - (e) Troubleshooting & Support: A "Quick-Fix" guide for common issues (e.g., paper jams) and clear instructions on how to log a service ticket with the vendor's helpdesk using the machine's Serial ID.
 - (f) Admin guide: Step-by-step guide basic administrative for printer server management application.

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6. PROJECT IMPLEMENTATION SCHEDULE

6.1. Indicative Project Implementation Schedule

Description	M1	M2	M3	M4	Y1	Y2	Y3	Y4	Y5
Agreement award and signing									
Delivery and hardware setup									
Software integration									
Acceptance Test									
Lease commencement									
Lease period									
Warranty									
Maintenance services									

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7. PAYMENT MILESTONES

7.1. Indicative Payment Milestones

NO.	MILESTONE	PAYMENT % OF AGREEMENT VALUE	REMARKS
1	Lease Quarter 1	6.25%	Payable upon: a) successful delivery of the lease printer; b) successful completion of the acceptance test; and c) submission of Invoice and Delivery Order as approved by AITI. Submission of Quarterly Service reports and Invoice as approved by AITI.
2	Lease Quarter 2	6.25%	Payable upon submission of Quarterly Service reports and Invoice as approved by AITI.
3	Lease Quarter 3	6.25%	
4	Lease Quarter 4	6.25%	
5	Lease Quarter 5	6.25%	
6	Lease Quarter 6	6.25%	
7	Lease Quarter 7	6.25%	
8	Lease Quarter 8	6.25%	
9	Lease Quarter 9	6.25%	
10	Lease Quarter 10	6.25%	
11	Lease Quarter 11	6.25%	
12	Lease Quarter 12	6.25%	
13	Lease Quarter 13	6.25%	
14	Lease Quarter 14	6.25%	
15	Lease Quarter 15	6.25%	
16	Lease Quarter 16	6.25%	

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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: FAX: EMAIL: WEBSITE: LITIGATION HISTORY (IF ANY):		
	(Office)	(Mobile)

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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.				
		3.1.4.				
	4	4.1.				
		4.1.1				
		4.1.1. (a)				
		4.1.1. (b)				
		4.1.1. (c)				
		4.1.1. (d)				
		4.1.1. (e)				
		4.1.1. (f)				
		4.1.1. (g)				
		4.1.1. (h)				
		4.1.1. (i)				
		4.1.1. (j)				
		4.1.1. (j)(i)				
		4.1.1. (j)(i)(1)				
		4.1.1. (j)(i)(2)				
		4.1.1. (j)(ii)				
		4.1.1. (j)(i)(1)				
		4.1.1. (j)(i)(2)				
		4.1.1. (j)(iii)				
		4.1.1. (j)(iv)				
		4.1.1. (k)				
		4.1.1. (k)(i)				
		4.1.1. (k)(ii)				
		4.1.1. (l)				
		4.1.1. (l)(i)				
		4.1.1. (l)(ii)				
		4.1.1. (l)(iii)				
		4.1.2.				
		4.1.2. (a)				
		4.1.2. (a)(i)				
		4.1.2. (a)(i)(1)				
		4.1.2. (a)(i)(2)				
		4.1.2. (a)(i)(3)				

		4.1.2. (a)(i)(4)				
		4.1.2. (a)(i)(5)				
		4.1.2. (a)(i)(6)				
		4.1.2. (a)(i)(7)				
		4.1.2. (b)				
		4.1.2. (b)(i)				
		4.1.2. (b)(ii)				
		4.1.2. (b)(iii)				
		4.1.2. (c)				
		4.1.2. (c)(i)				
		4.1.2. (c)(ii)				
		4.1.2. (c)(iii)				
		4.1.2. (c)(iii)(1)				
		4.1.2. (c)(iii)(2)				
	5	5.1.				
		5.2.				
		5.2.1.				
		5.2.2.				
		5.2.3.				
		5.2.4.				
		5.2.4. (a)				
		5.2.4. (b)				
		5.2.4. (c)				
		5.2.4. (d)				
		5.2.4. (e)				
		5.2.4. (f)				
	6	6.1				
	7	7.1				

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

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FORM 5: TECHNICAL PROPOSAL

The Technical Proposal should reflect the Vendor's understanding of the Agreement Work requirements and clearly detail the proposed solutions, methodology and deliverables to meet those requirements. The Technical Proposal must contain the following elements:

1. Proposed solution or services:
 - (a) The Vendor must provide a detailed description of its proposed solution and services to enable AITI to assess its suitability to meet its business needs.
 - (b) The Vendors must submit a comprehensive technical proposal including official brochures and data sheets that verify compliance with all stated specifications. The proposal should provide a detailed solution profile highlighting hardware characteristics, benefits, and operational strengths, alongside a transparent disclosure of common technical limitations and corresponding mitigation strategies.
2. Methodology and Implementation Plan

Vendors must provide a detailed description of the following items tailored to meet the Contract Work requirements:

 - (a) Project implementation plan
 - (b) Project implementation schedule with milestones and deliverables
3. Deliverables
 - (c) Vendors must provide a list of deliverables required for their proposed solution.

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FORM 6: PRICE SCHEDULE

Phase 1: Quarterly Lease Rental (Fixed)

Please provide pricing for printers as per the RFQ.

Item Description	Quarterly Lease Rate (Per Unit)	Total Rate (5 Units)	Quarterly	Total 4-Year Lease (16 Quarters)
Year 1	Lease Quarter 1			
	Lease Quarter 2			
	Lease Quarter 3			
	Lease Quarter 4			
Year 2	Lease Quarter 5			
	Lease Quarter 6			
	Lease Quarter 7			
	Lease Quarter 8			
Year 3	Lease Quarter 9			
	Lease Quarter 10			
	Lease Quarter 11			
	Lease Quarter 12			
Year 4	Lease Quarter 13			
	Lease Quarter 14			
	Lease Quarter 15			
	Lease Quarter 16			

Phase 2: Maintenance & Consumables (Variable).

Page Type	Variable Service Fee (Click Rate)	Unit Price in BND	Est. Quarterly Cost
Click charges (A4 size, B/W)			
Click charges (A4 size, Colour)			
Click charges (A3 size, B/W)			
Click charges (A3 size, Colour)			

Notes to Vendors:

- Variable Service Fee (Click Rate) Inclusions:** The "Cost Per Page" must include all toners, drums, waste bottles, spare parts (PDUs, fusers, etc.), and labor.
- Validity:** Quotations must remain valid for ninety (90) days from the submission deadline.

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FORM 7: 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 Terms for Lease Agreement

1. DEFINITIONS

- 1.1. In this Lease Agreement, the following words and terms shall have the meanings prescribed below, unless the context otherwise requires:
- 1.1.1. **“AITI”** means the Authority for Infocommunications Technology Industry of Brunei Darussalam (AITI).
 - 1.1.2. **“Agreement”** means this Lease Agreement between the AITI and the Vendor.
 - 1.1.3. **“Agreement Price”** means the price set out in **Clause 3** or such other amendments or variations as mutually agreed to in writing between the Parties.
 - 1.1.4. **“Agreement Work”** means the work necessary to fulfil the requirements of **Schedule A** in accordance with **Schedule C**.
 - 1.1.5. **“Commencement Date”** means the date of this Agreement or any other mutually agreed date.
 - 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. **“Lease Hardware”** refers to the printers leased under this Agreement;
 - 1.1.8. **“Lease Period”** means the period set out in **Clause 4** from which this Agreement becomes effective consequent to it being signed by both Parties, until such time as:
 - (a) the Agreement Work has been satisfactorily completed in accordance with this Agreement; or
 - (b) this Agreement is lawfully and properly terminated by either party pursuant to **Clause 11** whichever is the earlier.
 - 1.1.9. **“Lessee”** refers to AITI.
 - 1.1.10. **“Lessor”** refers to [Company Name] whose principal place of business/registered office address is at [address].
 - 1.1.11. **“Party”** means the Parties to this Agreement who are also collectively known as Parties.
 - 1.1.12. **“Proposal”** means the Vendor’s submission to the RFQ dated DD Month Year.

1.1.13. “**Request for Quotations**” or “**RFQ**” means the information, requirements and conditions contained in AITI’s document dated DD Month Year.

2. AGREEMENT WORK

- 2.1. The Lessor shall perform the Agreement Work required by Section 2 of the RFQ and according to the Lessor’s Proposal or as modified by mutual agreement between AITI and the Lessor.
- 2.2. The Contract Work Schedule is detailed under Schedule A of this Contract.

3. AGREEMENT PRICE & PAYMENT

- 3.1. The amount to be paid by AITI to the Vendor for the Agreement Work shall be **BNDXXX [BRUNEI DOLLARS XXX ONLY]** for full and proper performance of the Contract Work.
- 3.2. Payment of the Agreement 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 Agreement Work according to each milestone.
- 3.4. AITI shall only process payment based on an invoice issued by the Vendor.

4. LEASE PERIOD

- 4.1. This Agreement shall commence on [DD MM YY] and shall end on [DD MM YY], unless terminated earlier or otherwise arranged and confirmed between the Parties in writing. The Lease Period Schedule is in [X].
- 4.2. The Agreement shall end upon satisfactory completion of the Contract Work, unless earlier terminated according to the provisions of **Clause 11**.

5. OWNERSHIP OF LEASE HARDWARE

- 5.1. The Lease Hardware are and shall remain at all times the exclusive property of the Lessor.

6. LIABILITY AND LEASE HARDWARE BREAKDOWN

- 6.1. Any damages to the Lease Hardware due to Force Majeure shall be replaced by the Lessor at no additional costs in accordance to the terms of this Agreement.
- 6.2. If the Lease Hardware are faulty due to manufacture defects, the Lessor shall be liable for any costs incurred.
- 6.3. In the event that the Lease Hardware are lost or stolen, the Lessee shall be liable to lodge a police report. Additionally, the Lessee shall also provide an immediate notice to the Lessor as a result of the Lessee’s possession or use of the Lease Hardware or if there is a claim or, for any reason, a threat of seizure of the Lease Hardware.
- 6.4. The Lease Hardware shall be liable and remain at the sole risk of the Lessee during the Lease Period and any further term during which the Lease Hardware is in the possession, custody or control of the Lessee until such time as the Lease Hardware are returned to the Lessor.

6.5. Recall of Lease Hardware

6.5.1. In the event of a recall notice for the Lease Hardware or any of its parts installed is issued by the manufacturer due to quality of safety issue, the Lessor shall provide an immediate notice to the Lessee and provide a solution to either provide a replacement for the recalled Lease Hardware with the same brand or better specifications or parts replacement at no additional cost. If not remedied, the Lessee shall have the right to terminate the Agreement at any cost with immediate effect.

6.5.2. Any costs or expenses incurred, if any, in the process of the product recalls which include the collection of the Lease Hardware or any of its parts from the Lessee and return of the Lease Hardware or any of its parts to the manufacturer shall solely be borne by the Lessor.

7. RETURN OF LEASE HARDWARE

7.1. Upon completion of Lease Period, all Lease Hardware must be returned in good condition. Normal wear and tear are acceptable.

7.2. The Lessee shall return the Lease Hardware in accordance to the return procedure stated in [X], unless the Lease Period is renewed or extended.

8. OBLIGATIONS OF THE LESSEE

9.1. The Lessee shall during the term of the Agreement:

9.1.1. Use all Lease Hardware in a careful and proper manner;

9.1.2. Use the Lease Hardware and operate it in a careful, prudent manner and in accordance with the instructions for use;

9.1.3. Keep and maintain the Lease Hardware in good condition, with the exception or normal wear and tear for the duration of the Lease Period;

9.1.4. Allow the Lessor or its representatives to inspect the Lease Hardware at all reasonable times and for such purpose to enter upon the site or any premises at which the Lease Hardware may be located, and shall grant reasonable access and facilities for such inspections;

9.1.5. Now remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Lease Hardware or any warnings or documentation thereon;

9.1.6. Keep the Lease Hardware free from any liens, claims, charges or encumbrances during the Lease Period;

9.1.7. Keep the Lessor fully informed of all material matters relating to the Lease Hardware;

9.1.8. The risk of loss, theft, damage or destruction of the Lease Hardware shall pass to the Lessee on delivery, installation and commissioning of the Lease Hardware to the Lessee.

9.1.9. The Lessee will coordinate, cooperate and provide the assistance for the Lessor to perform its obligations under this Agreement.

9.1.10. The Lessee will provide relevant and necessary information in a timely manner to the Lessor to aid in the performance of its obligations under this Agreement.

9.1.11. The Lessee will ensure that the Lessor has reasonable access to the site and use of such supplies of electricity and other services as is required by the Lessor to perform its obligations under this Agreement.

9. LESSOR'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

9.2. The Lessor represents that it is contracting as the prime contractor and shall be responsible for the timely delivery of the Agreement Work whether performed by the Lessor or its sub-contractors.

9.3. The Lessor warrants and represents to the Lessee that the Lessor has all the necessary skills, knowledge, experience and expertise to perform the Contract Work.

9.4. The Lessor's obligations are:

9.4.1. The Lessor must perform the Contract Work to the standard reasonably required by the Lessee which shall be based on international best practices and standards, in compliance with all laws of Brunei Darussalam, according to the requirements of this Agreement.

9.4.2. The Lessor must use proper tools, technique, templates, approach and methodology to ensure successful performance of the Contract Work.

9.4.3. The Lessor must allocate sufficient and suitably qualified resources on a full-time basis to carry out the Contract Work.

9.4.4. The Lessor must provide sufficient resources on a full-time basis to carry out the Contract Work.

9.4.5. The Lessor undertakes to make clear its expectations and requirements of the Lessee with regards to information required and turnaround times.

9.4.6. The Lessor must comply with all reasonable instructions of the Lessee with regards to the performance of the Agreement Work. This includes matters related to project management and implementation.

10. TIME OF THE ESSENCE

10.1. Time for the performance of the Agreement Work under this Agreement shall be of the essence.

11. TERMINATION

11.1. The Contract shall terminate upon satisfactory completion of the Agreement Work or in accordance with the contents of this **Clause 11**, whichever is the earlier.

11.2. Either Party may terminate this Agreement in the following circumstances, without prejudice to its other rights in law:

11.2.1. if the other Party breaches any Agreement 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;

- 11.2.2. 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;
 - 11.2.3. if a Party suspends or threatens to suspend its operations;
 - 11.2.4. if an administrative or receiving order has been made in relation to any Party;
 - 11.2.5. if a Party ceases to carry on business;
 - 11.2.6. if termination is by and for mutual convenience of both Parties;
 - 11.2.7. 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;
 - 11.2.8. 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;
 - 11.2.9. 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.
- 11.3. Consequences of Termination
- 11.3.1. In the event that this Agreement 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 Agreement Work, and the Vendor shall be liable for any additional cost incurred by AITI in engaging any such third party.
 - 11.3.2. Subject to **Clause 11.3.1.**, in the event that this Agreement is terminated in whole, the Vendor shall be paid all sums due for the Agreement Work performed up to the date of termination. If the Agreement 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.

12. DELAYS

- 12.1. Should either Party cause a delay at any stage of performance of the Agreement Work, the other Party may agree to a reasonable extension having regard to the circumstances without prejudice to its right to terminate this Agreement under **Clause 11**. The Party causing the delay will be responsible for any reasonable additional costs incurred by the other Party.
- 12.2. 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.
- 12.3. Where the affected Party has given notice under **Clause 12.2:**

- 12.3.1. the affected Party's obligations under this Agreement are suspended to the extent they are affected by the Force Majeure event for so long as the Force Majeure event continues;
- 12.3.2. 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
- 12.3.3. the other Party may acquire the right to terminate this Agreement as set out in **Clause 11.2.1**.

13. PENALTIES

- 12.4. In case any of infringement or default of the Agreement Work as defined under **Clause 2**, AITI shall issue a notice to the Vendor to rectify such infringement or default within a stipulated time.
- 12.5. If the infringement is not rectified within the stipulated time, as a remedy for the breach, AITI may take the following actions:
 - 12.5.1. Impose a fine of up to a maximum of thirty per cent (30%) of the deliverable under delay;
 - 12.5.2. Withhold payment of or deduct from the Agreement Price a sum proportional to the infringement or default;
 - 12.5.3. Claim liquidated damages under **Clause 14**; or
 - 12.5.4. Terminate this Agreement as specified under **Clause 11**.

14. LIQUIDATED DAMAGES

- 14.1. The Vendor shall use its best endeavours to complete the Agreement Work according to AITI's requirements under **Clause 2** and in line with the Agreement Price under **Clause 3** of this Contract.
- 14.2. Save for the event of Force Majeure, if the Vendor fails to satisfy **Clause 14.1**, AITI shall be entitled, without prejudice to and in addition to any of its other rights and remedies under this Agreement, to deduct from the Agreement 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 Agreement Price for each day of delay up to a maximum of ten percent (10%) of the Agreement Price and thereafter to terminate the Agreement under **Clause 11.2** in which event the Vendor shall have no claim whatsoever against AITI except for payment of such portion of the Agreement Work as is completed at the date of termination.
- 14.3. However, should any delays be beyond the Vendor's control, no penalty under **Clause 14.2** 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.

15. REVISION, MODIFICATION AND AMENDMENT

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

- 15.2. 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 Agreement.
- 15.3. Such revision, modification or amendment will enter into effect on such date as may be determined by the Parties.
- 15.4. Any revision, modification or amendment will not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, modification or amendment.

16. INDEMNITIES

- 16.1. 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 Agreement 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.
- 16.2. This **Clause 16** survives the termination or expiry of this Agreement.

17. CONFIDENTIALITY

- 17.1. "Confidential Information" means:
 - 17.1.1. 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
 - 17.1.2. 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
 - 17.1.3. 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
 - 17.1.4. 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.
- 17.2. 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 Agreement Period for the proper and legitimate purposes of carrying out the Agreement Work.
- 17.3. 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.
- 17.4. Where the Vendor by act or omission places at risk AITI's Confidential Information, then AITI may take all reasonable steps including:
 - 17.4.1. refusing access to its premises without being in breach of this Agreement; and
 - 17.4.2. 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.

17.5. This **Clause 17** survives the termination or expiry of this Agreement.

18. TAXES & DUTIES

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

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

19. NOTICES

19.1. Any notice, demand or other communication given or made by one Party to the other under this Agreement 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, BB3713,
Brunei Darussalam

Attention of: **Chief Executive**

Fax: +673 238 2447

VENDOR
Address
Country

Attention of: **Name, Designation**

Fax: +673 XXX XXXX

19.2. Such notice or document shall be deemed to be duly served:

19.2.1. if delivered by hand during the normal business hours of the addressee to the addressee's address, at the time of delivery;

19.2.2. if sent by registered post during the normal business hours of the addressee, on the seventh (7th) working day after posting;

19.2.3. if sent by facsimile transmission during the normal business hours of the addressee, at the time of successful transmission; and

19.2.4. 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.

20. RELATIONSHIP

20.1. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture or agency between AITI and the Vendor.

21. SEVERABILITY

21.1. If any provision of this Agreement is invalid under any Law or is found to be invalid or unenforceable by any court or administrative body of competent jurisdiction 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 Agreement and the remaining provisions will remain full force and effect.

22. ASSIGNMENT

- 22.1. Neither Party may assign, mortgage, charge, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

23. WAIVER

- 23.1. A failure or delay by either Party in enforcing an obligation, or exercising a right or remedy under this Agreement 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.

24. ENTIRE CONTRACT

- 24.1. 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.

25. SUSPENSION

- 25.1. 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.

26. RESOLUTION OF DISPUTES

- 26.1. 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.

- 26.2. 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.

- 26.3. Request for Mediation

26.3.1. 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 26.3.**

26.3.2. 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.

26.3.3. 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.

26.3.4. The mediation shall take place in Brunei Darussalam and the language of the mediation shall be English.

26.3.5. The Parties shall agree to be bound by any settlement agreement(s) reached.

26.4. Arbitration

26.4.1. 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.

26.4.2. 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.

26.4.3. 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.

26.4.4. The seat and place of arbitration shall be in Brunei Darussalam and the language of the arbitration shall be in English.

26.4.5. All rights and obligations of the Parties under this Contract shall continue in full force and effect pending the final outcome of such arbitration.

26.4.6. Any reference to arbitration under this **Clause 26** shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam.

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

27. GOVERNING LAW & JURISDICTION

27.1. 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.

28. LANGUAGE OF CONTRACT

28.1. The current Contract has been drawn up in two (2) original copies in English, all texts being equally authentic.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

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

For and on behalf of:

For and on behalf of:

**AUTHORITY FOR INFOCOMMUNICATINOS
TECHNOLOGY INDUSTRY OF BRUNEI
DARUSSALAM (AITI)**

COMPANY NAME

NAME
Position

In the presence of:

NAME
Position

In the presence of:

NAME
Position
(Witness)

NAME
Position
(Witness)