



# قندوان قعورسن كونتريک جياتن کرج راي

PUBLIC WORKS DEPARTMENT  
CONTRACT ADMINISTRATION GUIDE



## CONTRACT FORM FOR MINOR WORKS

Contract No. \_\_\_\_\_ of 20 \_\_\_\_\_  
Vote. No. \_\_\_\_\_

Deliver this TENDER to the **MINI TENDER BOARD, GROUND FLOOR, MINISTRY OF DEVELOPMENT, LAPANGAN TERBANG LAMA, BERAKAS, BB3510, NEGARA BRUNEI DARUSSALAM** at or before **2:00 PM** on \_\_\_\_\_

To: **THE MINISTER OF DEVELOPMENT** ( i.e. the "Superintending Officer") for and on behalf of the Government of Brunei Darussalam.

The undersigned (i.e. the "Contractor", or the Contractor's heirs, executors, administrators, assignees, successors and duly appointed representative) offers to provide subject to the Conditions below, all the labour, materials, workmanship, tools, machinery and everything necessary for the entire completion to the satisfaction of the Superintending Officer of the works and services in the execution of

at \_\_\_\_\_

as described in the Specification, and / or Drawings marked and numbered **as attached and specified in the tender document**

(which form part of the Contract on acceptance) for the sum of Brunei Dollars \_\_\_\_\_

(B\$ \_\_\_\_\_) i.e. the Contract Sum which shall be payable by the Government or such sum as shall become payable under the Contract and according to the Conditions below, within (\*) \_\_\_\_\_ from the date of possession of site.

Tenderer's

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Company Stamp)

(Witness)

Signature: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. No: \_\_\_\_\_

For and on behalf of the Government of Brunei Darussalam, I accept the foregoing Tender under the Conditions expressed.  
( MTB Approval Ref. \_\_\_\_\_ dated \_\_\_\_\_ )

\_\_\_\_\_  
Head of Department

(Witness)

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_  
Minister of Development

(Witness)

Signature: \_\_\_\_\_

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

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



## CONDITIONS

1. The term "Superintending Officer" (or S.O.) includes anyone authorised in writing by the Superintending Officer to act on his behalf. Superintending Officer's Representative
  
  2. (a) All S.O.'s instructions involving variations must be confirmed in writing by the S.O. S.O.'s Instructions

(b) If the Contractor fails to comply within a reasonable time after he receives the S.O.'s written instruction then the S.O. may employ others to carry out all necessary work and recover all related costs from the Contractor.
  
  3. Variations do not invalidate the Contract. All authorised variations will be paid or omitted as per : Variations

(a) Schedule of Rates (current at the time of award); or

(b) similar or pro-rata rates in the Contract Documents; or

if (a) and (b) above are not applicable,

(c) fair rates agreed between the S.O. and the Contractor.

The final Contract Sum will be adjusted to incorporate the variations.
  
  4. If the Contractor owes the Government any money under this Contract, the S.O. may deduct it from the Contractors' payments. Deductions from Payments
  
  5. (a) The Contractor is to make good at his own cost any defects, shrinkages or other faults that appear within the Defects Liability Period (as stated in the Appendix) within a reasonable time after receipt of the S.O.'s written Instruction. Defects After Completion

(b) If the S.O. considers it is not practical or inconvenient to rectify the defects, the Contractor shall pay for the decrease in the value of the Works as ascertained by the S.O.
  
  6. The Contractor shall not assign this Contract or sub-contract all or any portion of the Works without the S.O.'s written consent. The consent shall not be unreasonably refused to the prejudice of the Contractor. The Contractor is still solely and personally responsible for making sure that all terms, stipulations and conditions in this Contract are followed by such authorised sub-contractors. Sub-contracting
  
  7. (a) *Injury to persons* - The Contractor shall indemnify the Government any liability, loss, claim or legal actions in common law or by statute, which involve personal injuries or death of anyone during or due to the execution of the Works unless due to any act or neglect of the Government or its servants. Damage to Persons and Property

(b) *Injury to property* - The Contractor shall be liable for and shall indemnify the Government any liability, loss, claim or legal action or any injury or damage to any property real or personal during or by reason of the Works being carried out as a result of negligence, omission or default of the Contractor, his agents, servants, authorised sub-contractor or to any circumstances within his control.

(c) Without prejudice to his liability under (a) and (b) above, the Contractor shall :

    - (i) take the necessary insurances to cover his liability; and
    - (ii) deposit the approved relevant policy/policies and premium receipts with the S.O.; and
    - (iii) ensure that his sub-contractors do the same as in (i) and (ii).
- Otherwise the Government may take out the relevant insurances and deduct the premium paid from the Contractor's payments.
- 
8. Before starting any work under this Contract, the Contractor must take out a Workmen's Compensation policy from an insurance company approved by the S.O. The policy or policies shall provide for compensation for any liabilities and all incidental and consequential costs and expenses to the Contractor and the Government including all its servants due to any legal actions by any workman employed by the Contractor and any sub-contractors in carrying out this Contract. Workmen's Compensation



9. The Contractor shall insure with an insurance company approved by the S.O. against loss or damage by fire to :

Fire Insurances

(a) all Works and buildings constructed or in the course of construction ; and

(b) all materials delivered on to the Site and ready for incorporation in the Works until the Works and buildings are handed over to the S.O.

10. If the Contractor fails to take out or renew the insurances referred in Clauses 7, 8 and 9 in joint names with the Government, the S.O. may do so and deduct the expenses from the Contractor's payment or payments.

Default

11. (a) Possession of the Site shall be as in the Appendix. If the Contractor fails to complete the Works by the Completion Date (as in the Appendix or as revised according to any extension of time granted by the S.O.), the Contractor shall pay liquidated and ascertained damages (as stated in the Appendix) for each day the Works remain incomplete.

Damages for  
Non-completion

(b) The S.O. may make a reasonable extension of time if the Works are delayed by *force majeure* or exceptionally inclement weather or S.O.'s instructions in pursuance of Clause 2 or the Contractor not having received in due time necessary instructions from the S.O. which have been requested in writing or by reason of civil commotion, strike or lock out or any other reasons, which in the opinion of the S.O., is beyond the control of the Contractor.

12. (a) If the Contractor :

Determination  
of Contract

(i) wholly suspends the Works before completion without any reasonable cause; or

(ii) fails to proceed with the Works with reasonable diligence; or

(iii) refuses or persistently neglects after a written notice from the S.O., to remove defective works or improper materials

for fourteen (14) days after a notice sent by registered post to the Contractor from the S.O., the S.O. may then determine this Contract by a notice sent by registered post.

(b) If the Contractor :

(i) commits an act of bankruptcy; or

(ii) becomes insolvent or compounds with; or

(iii) makes any assignments for the benefit of his creditors; or

(iv) assigns or sub-contracts the Contract or any portion of the Works without the S.O.'s written consent

the S.O. may determine this Contract by a notice sent by registered post.

(c) In either (a) or (b) above, the S.O. may complete the Works by other ways and the Contractor shall pay for all extra costs incurred.

13. The Contractor shall allow and cooperate with others, who are appointed by the Government, to carry out other works on the same site.

Other  
Contractors

14. (a) The S.O. shall certify payments for works completed satisfactorily. The value of the first payment shall be fifteen (15) percent of the Contract Sum (or less at the S.O.'s discretion). Subsequent payments shall be certified monthly or otherwise (at the S.O.'s discretion) and on final completion.

Payment

(b) Payments may include seventy-five (75) percent of the value of unfixed materials stored on the site.

(c) Ten (10) percent of all payments shall be retained until the retention sum equals five (5) per-cent of the Contract Sum.

(d) The Retention Money shall be paid only when all defects that appear during the Defects Liability Period have been made good by the Contractor under Clause 5 above.

(e) No final payment shall be paid on completion of the Works until the Contractor has satisfied the S.O. by submitting :

(i) a statutory declaration made by or on behalf of the Contractor; or

(ii) a certificate signed by or on behalf of the Commissioner of Labour

stating that all the workmen employed by the Contractor and his sub-contractor on the Works have received all wages due to them and that all dues under the Labour Code have been paid.



15. The Contract is valid only when accepted and signed by an officer authorised to do so on behalf of the Government.

Validity of Contract

16. The Government shall be entitled to determine the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such determination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other contract with the Government, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other contract with Government, the Contractor or any person employed by him or acting on his behalf shall have committed or abetted or attempted to commit any offence under the Prevention of Corruption Act (Chapter 131) or an offence under Sections 161 to 165 or 213 to 215 of the Penal Code (Chapter 22).

Gifts, Inducements and Rewards



## APPENDIX

### CLAUSE :

5 (a) and 14 \_\_\_\_\_ Defects Liability Period (if none stated, six (6) months) from date of completion.

11 \_\_\_\_\_ / day Liquidated and Ascertained Damages rate per day shall be calculated by

$$\text{Formula for LAD} = \frac{\text{Awarded Contract Sum}}{\text{No. of Days (Contract Period)}} \times 15\%$$

11 \_\_\_\_\_ Date for Possession of Site.

11 \_\_\_\_\_ Date of Completion.



CONTRACT FORM FOR MINOR WORKS

Contract No. .... of 19 .....

Vote No. .... (Ref. ....)

Deliver this TENDER to MINI TENDERS BOARD at or before the .....

To: .....  
(i.e. the "Superintending Officer") for and on behalf of the Government of Brunei Darussalam.

The undersigned (i.e. the "Contractor", or the Contractor's heirs, executors administrators, assignees, successors and duly appointed representative) offers to provide, subject to the Conditions below, all the labour, materials, workmanship, tools, machinery and everything necessary for the entire completion to the satisfaction of the Superintending Officer of the works and

services in the execution of .....

at ..... as described in the  
Specification and / or Drawings marked and numbered .....

(which form part of the contract on acceptance) for the sum of Brunei dollars .....

..... (B\$.....)  
(i.e. the Contract Sum) which shall be payable by the Government or such sum as shall become payable under

the contract and according to the conditions below within (\*) .....  
from the date of possession of site.

(Tenderer)

Signature : .....

Name : .....

Position : .....

(Company Stamp)

(Witness)

Signature : .....

Address: .....

Name : .....

Date : .....

Telephone No.: .....

For and on behalf of the Government of Brunei Darussalam I accept the foregoing Tender under the Conditions expressed.  
(MTB Approval ref. .... dated ..... )

.....  
Head of Department

.....  
Minister of Development

(Witness) .....

(Witness) .....

(Date) .....

(Date) .....

\* The time for completion MUST be filled in



## CONDITIONS

- |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Superintending Officer's representative. | 1. The Term 'Superintending Officer' (or S.O.) includes anyone authorised in writing by the Superintending Officer to act on his behalf.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| S.O.'s Instruction.                      | 2. a) All S.O.'s instruction involving variation must be confirmed in writing by the S.O.<br><br>(b) If the contractor fails to act within a reasonable time after he receives the S.O.'s written instruction then the S.O. may employ others to carry out all necessary work and recover all related costs from the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Variations.                              | 3. Variations do not invalidate the contract. All authorised variations will be paid or omitted as per<br><br>a) Schedule of rates (current at the time of award), or<br><br>b) similar or pro-rata rates in the tender document<br><br>or if (a) and (b) are not applicable<br><br>c) fair rates agreed between the S.O. and the contractor<br><br>The final contract sum will be adjusted to incorporate the variations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Deductions from payments.                | 4. If the Contractor owes the Government any money under this contract, the S.O. may deduct it from the contractor's payments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Defects after completion.                | 5. (a) The Contractor is to make good at his own cost any defects, shrinkages or other faults that appears within the Defect Liability Period (as stated in the appendix) within a reasonable time after receipt of the S.O.'s written Instructions.<br><br>(b) If the S.O. considers it is not practical or inconvenient to rectify the defects, the contractor shall pay for the decrease in the value of the works as ascertained by the S.O.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Sub-contracting.                         | 6. The Contractor shall not assign this contract or sub-contract all or any portion of the works without the S.O.'s written consent. The consent shall not be unreasonably refused to the prejudice of the Contractor. The Contractor is still solely and personally responsible for making sure that all terms, stipulations and conditions in this contract are followed by such authorised sub-contractors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Damage to persons and property           | 7. (a) Injury to persons - The Contractor shall indemnify the Government any liability, loss, claim or legal actions in common law or by statute, which involve personal injuries or death of anyone during or due to the execution of the works unless due to any act or neglect of the Government or its servants.<br><br>(b) Injury to property - The Contractor shall be liable for and shall indemnify the Government any liability, loss, claim or legal action or any injury or damage to any property real or personal during or by reason of the works being carried out, as a result of negligence, omission or default of the contractor, his agents, servants, authorised sub-contractor or to any circumstances within his control.<br><br>(c) Without prejudice to his liability under (a) and (b) above, the contractor shall<br>(i) take the necessary insurances to cover his liability and<br>(ii) deposit the approved relevant policy/policies and premium receipts with the S.O.<br><br>(iii) ensure that his sub-contractors do the same as in (i) and (ii) |

Otherwise the Government may take out the relevant insurances and deduct the premiums paid from the Contractor's payments.



Workmen's Compensation. 8. Before starting any work under this contract, the Contractor must take out a Workmen's Compensation insurance policy from an insurance company approved by the S.O. The policy or policies shall provide for compensation for any liabilities and all incidental and consequential costs and expenses to the Contractor and the Government including all its servants due to any legal actions by any workman employed by the Contractor and any sub-contractor in carrying out this contract.

Fire Insurances 9. The Contractor shall insure in the name of the Government with an insurance company approved by the S.O. against loss or damage by fire to

- (a) all works and buildings constructed or in the course of construction
- (b) all materials delivered on to the Site and ready for incorporation in the works

until the works and buildings are handed over to the S.O.

Default 10. If the Contractor fails to take out or renew the insurances referred in clauses 8 and 9, the S.O. may do so and deduct the expenses from the Contractor's payment.

Damages for non-completion. 11. (a) Possession of site shall be as in the Appendix, If the Contractor fails to complete the works by the completion date (as in the Appendix or as revised according to any extension of time granted by the S.O.), the Contractor shall pay liquidated and ascertained damages (as in the Appendix) for each day the works remain incomplete.

(b) The S.O. may make a reasonable extension of time if the works are delayed by force majeure or exceptionally inclement weather or S.O.'s instructions in pursuance of clause 2 or contractor not having received in due time necessary instructions from S.O. which have been requested in writing or by reason of civil commotion, strike or lock out or any other reasons, which in the opinion of the S.O., is beyond the control of the contractor.

Determination of Contract. 12. (a) If the Contractor

- i) wholly suspends the works before completion without any reasonable cause
- or ii) fails to proceed with the works with reasonable diligence
- or iii) refuses or persistently neglects after a written notice from the S.O. to remove defective work or improver materials.

for fourteen (14) days after a notice sent by registered post to the Contractor from the S.O., the S.O. may then determine this contract by a notice sent by registered post.

(b) If the Contractor

- i) commits an act of bankruptcy
- or ii) becomes insolvent or compounds with
- or iii) makes any assignments for the benefit of his creditors
- or iv) assigns or sub-contracts the Contract or any portion of the works without the S.O.'s written consent.

the S.O. may determine this contract by a notice sent by registered post.

(c) In either (a) or (b) above, the S.O. may complete the works by other ways and the Contractor shall pay for all extra costs incurred.



- Other Contractors. 13. The Contractor shall allow and cooperate with others, who are appointed by the Government, to carry out other works on the same site.
- Payments. 14. (a) The S.O. shall certify payments for works completed satisfactorily. The value of the first payment shall be 15% of the contract sum (or less at the S.O.'s discretion). Subsequent payments shall be certified monthly or otherwise (at the S.O.'s discretion) and on final completion.
- (b) Payments may include 75 percent of the value of unfixed materials stored on the site.
- (c) Ten (10) per cent of all payments shall be retained until the retention sum equals five (5) per cent of the Contract Sum.
- (d) The retention money shall be paid only when all defects that appear during the defects liability period have been made good by the Contractor under clause 5 above.
- (e) No final payment certificate shall be paid on completion of the works until the Contractor has satisfied the S.O. by submitting
- i) a statutory declaration made by or on behalf of the Contractor
- or ii) a certificate signed by or on behalf of the Commissioner of labour
- stating that all the workmen employed by the Contractor and his sub-contractor on the works have received all wages due to them and that all dues under the Labour Code have been paid.
- Validity of Contract. 15. The contract is valid only when accepted and signed by an officer authorised to do so on behalf of the Government.
- Gifts, inducements and Rewards. 16. The Government shall be entitled to determine the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such determination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the Government, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to this Contract or any other Contract with Government, the Contractor or any person employed by him or acting on his behalf shall have committed or abetted or attempted to commit any offence under the Prevention of Corruption Act (Chapter 131) or an offence under sections 161 to 165 or 213 to 215 of the Penal Code (Chapter 22).

## APPENDIX

### CLAUSE

- \* 5 (a) and 14 ..... Defects Liability Period(if none stated, six months) from date of completion.
- \* 11 ..... Liquidated and ascertained damages at rate of B\$ ..... per day.
- 11 ..... Date for possession of site.
- 11 ..... Date of completion.



# CONTRACT FORM FOR MINOR SERVICES

Contract No. \_\_\_\_\_ of 19 \_\_\_\_\_

Vote No. \_\_\_\_\_

To : \_\_\_\_\_  
(ie the "Superintending Officer") for and on behalf of the Government of Negara Brunei Darussalam.

The undersigned (ie the "Contractor", or the Contractor's heirs, executors administrators, assignees, successors and duly appointed representative) offers to provide, subject to the Conditions below, all the labour, materials, workmanship, tools, machinery and everything necessary for the entire services to the satisfaction of the Superintending Officer in the execution of \_\_\_\_\_

at \_\_\_\_\_ as described in the Specification  
and / or Drawings marked and numbered \_\_\_\_\_

(which form part of the contract on acceptance)

for the sum of Brunei dollars \_\_\_\_\_

\_\_\_\_\_ B\$ \_\_\_\_\_ )  
(ie the Contract Sum) which shall be payable by the Government or such sum as shall become payable under the contract and according to the conditions below.

within (\*) \_\_\_\_\_  
from the date of possession of site.

Witness \_\_\_\_\_

Signature \_\_\_\_\_  
( Tenderer )

Address \_\_\_\_\_

Address \_\_\_\_\_

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

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

For and on behalf of the Government of Negara Brunei Darussalam I accept the foregoing Tender under the Conditions expressed.

\_\_\_\_\_  
Head of Department

\_\_\_\_\_  
Minister of Development

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* The time for completion MUST be filled in



## CONDITIONS

- |                                                |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Superintending<br>Officer's<br>representative. | 1. | The Term ' Superintending Officer ' ( or S.O.) includes anyone authorised in writing by the Superintending Officer to act on his behalf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| S.O.'s<br>Instruction                          | 2. | <p>(a) All S.O.'s instruction involving variation must be confirmed in writing by the S.O.</p> <p>(b) If the contractor fails to act within a reasonable time after he receives the S.O.'s written instruction then the S.O. may employ others to carry out all necessary work and recover all related costs from the Contractor</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Variations.                                    | 3. | <p>Variations do not invalidate the contract. All authorised variations will be paid or omitted as per</p> <p>(a) similar or pro-rata rates in the tender document</p> <p style="text-align: center;">or</p> <p>(b) fair rates agreed between the S.O. and the Contractor</p> <p>The final contract sum will be adjusted to incorporate the variations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Deductions<br>from<br>payments                 | 4. | If the contractor owes the government any money under this contract, the S.O may deduct it from the contractor's payments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Sub-contracting.                               | 5. | The Contractor shall not assign this contract or sub-contract all or any portion of the services without the S.O.'s written consent. The consent shall not be unreasonably refused to the prejudice of the contractor. The contractor is still solely and personally responsible for making sure that all terms, stipulations and conditions in this contract are followed by such authorised sub-contractors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Damage to<br>persons and<br>property           | 6. | <p>(a) Injury to persons - The Contractor shall indemnify the government any liability, loss, claim or legal actions in common law or by statute, which involve personal injuries or death of anyone during or due to the execution of the services unless due to any act or neglect of the government or its servants.</p> <p>(b) Injury to property - The Contractor shall be liable for and shall indemnify the government any liability, loss, claim or legal action or for any injury or damage to any property real or personal during or by reason of the services being carried out, as a result of negligence, omission or default of the contractor, his agents, servants, authorised sub-contractor or to any circumstances within his control.</p> <p>(c) Without prejudice to his liability under (a) and (b) above, the contractor shall</p> <p style="margin-left: 40px;">i) take the necessary insurances to cover his liability and</p> <p style="margin-left: 40px;">ii) deposit the approved relevant policy/policies and premium receipts with the S.O.</p> <p style="margin-left: 40px;">iii) ensure that his sub contractors do the same as in (i) and (ii)</p> <p>Otherwise the government may take out the relevant insurances and deduct the premiums paid from the Contractor's payment.</p> |



Workmen's Compensation. 7. Before starting any work under this contract, the Contractor must take out a Workmen's Compensation insurance policy from an insurance company approved by the S.O. The policy or policies shall provide for compensation for any liabilities and all incidental and consequential costs and expenses to the Contractor and the government including all its servants due to any legal actions by any workman employed by the Contractor and any sub-contractor in carrying out this contract.

Default. 8. If the Contractor fails to take out or renew the insurances referred in clause 7, the S.O. may do so and deduct the expenses from the Contractor's payments.

Contract Period. 9. (a) Possession of site shall be as in the Appendix,  
(b) The S.O. may extend the contract period not exceeding 25 % of the original contract period.

Determination of Contract. 10. (a) If the Contractor  
(i) fails to provide the services with reasonable diligence and / or regularity  
or (ii) refuses or persistently neglects after a written notice from the S.O. to comply with the specification.

for fourteen (14) days after a notice sent by registered post to the Contractor from the S.O., the S.O. may then determine this contract by notice sent by registered post.

(b) If the Contractor  
i) commits an act of bankruptcy  
or ii) becomes insolvent or compounds with  
or iii) makes any assignments for the benefit of his creditors  
or iv) assigns or subcontract the Contract or any portion of the services without the S.O.'s written consent.

The S.O. may determine this contract by a notice sent by registered post.

Other Contractors. 11. The Contractor shall allow and cooperate with others, who are appointed by the Government, to carry out other services on the same site.



- Payments.
12. (a) The S.O. shall certify payments for services done satisfactorily.
- (b) No final payment certificate shall be paid on completion of the contract until the Contractor has satisfied the S.O. by submitting
- i) a statutory declaration made by or on behalf of the Contractor,
- or ii) a certificate signed by or on behalf of the Commissioner of Labour
- stating that all the workmen employed by the Contractor and his subcontractors on the works have received all wages due to them and that all dues under the Labour Code have been paid.
13. The contract is valid only when accepted and signed by an officer authorised to do so on behalf of the Government.

#### APPENDIX

##### CLAUSE

\*9 \_\_\_\_\_ Date for possession of site

\*9 \_\_\_\_\_ End of contract date



# CONTRACT FORM FOR SUPPLY

Contract no. .... of 19....

Vote No. .... Ref. ....

Deliver this TENDER to ..... at or before  
the .....

To: .....  
(i.e. the "Superintending Officer") for and on behalf of the Government of Brunei  
Darussalam.

The undersigned (i.e. the "Supplier", or the Supplier's heirs, executors administrators,  
assignees, successors and duly appointed representative) offers to provide subject to the  
Conditions below, all the labour, transportation, custom duties and everything necessary for  
the entire supply and delivery to the satisfaction of the Superintending Officer.

in the execution of .....

..... contract as described in the  
Specification and / or Drawing marked and numbered .....

(which form part of the contract on acceptance)

for the sum of Brunei dollars .....

..... (B.S. ....)  
(i.e. the Contract Sum) which shall be payable by the Government or such sum as shall  
become payable under the contract and according to the conditions below.

within (\*) .....  
from the date of award.

Signature : .....  
( Tenderer )

Name : .....

Position : .....

Signature : ..... ( Company Stamp )  
( Witness ) Address: .....

Name : .....

Date : ..... Telephone No: .....

For and on behalf of the Government of Brunei Darussalam I accept the foregoing Tender  
under the Conditions expressed.  
(Approval ref. .... dated .....

.....  
Head of Department

.....  
Minister of Development

.....  
(Witness)

.....  
(Witness)

.....  
( Date )

.....  
(Date)

\* The time for completion MUST be filled in



Payments.

10. a) Payments shall be certified monthly by the S.O or otherwise (at the S.O.'s discretion) and / or on final delivery.
- (b) Five (5) per cent of all payments shall be retained until all items are supplied and delivered.
- (c) No final payment shall be made on completion of delivery until the supplier has satisfied the S.O. by means of a certificate that the quality of the items supplied is in accordance with the specification.

Patent  
Rights

11. The Contractor shall indemnify the Government from and against all claims and proceedings for or on account of infringement or any patent rights, designs, trademark or name or other protected rights in any of the items supplied by the Contractor under this Contract, and against all claim, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

Gifts,  
inducements  
and Rewards.

12. The Government shall be entitled to determine the employment of the Supplier under this contract and to recover from the Supplier the amount of any loss resulting from such determination, if the Supplier shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the Government, or if the like acts shall have been done by any person employed by the Supplier or any person on his behalf (whether with or without the knowledge of the Supplier) or if in relation to this Contract or any other Contract with Government, the Supplier or any person employed by him or acting on his behalf shall have committed or abetted or attempted to commit any offence under the Prevention of Corruption Act (Chapter 131) or an offence under sections 161 to 165 or 215 of the penal code (Chapter 22).

Validity of  
Contract

13. The contract is valid only when accepted and signed by an officer authorised to do so on behalf of the Government.

## APPENDIX

### CLAUSE

7' ..... Commencement date

7 ..... Completion date



d

THIS FORM TO BE USED WHERE QUANTITIES FORM PART  
OF THE CONTRACT

CONTRACT NO. .... OF 19

EXPENDITURE to be met from .....

A CONTRACT made the ..... day of ..... 19 .....

BETWEEN .....

of (or whose Registered Office is situated at) .....

hereinafter called "the Contractor" of the one part and .....

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

WHEREAS The Government is desirous of\* .....

at ..... and has caused Drawings, Bills of Quantities and/or a Specification describing the work to be done to be prepared.

AND WHEREAS the said Drawings numbered .....

(hereinafter referred to as the Contract drawings), the Bills of Quantities and/or Specification Form of Tender and Letter of Acceptance of Tender have been signed by or on behalf of the parties hereto :

NOW IT IS HEREBY AGREED AS FOLLOWS :

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

2. The Government will pay the Contractors the sum of .....

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

---

\*State the nature and scope of the intended Works.



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

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

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

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

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

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

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

9. All dimensions and measures shown on the drawings and given in the Bills of Quantities and/or Specification shall be taken to be English Legal Standard measures.

---

\*Official designation of officer actually supervising the work.



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

Signed by the said †

.....  
Contractor's Signature

in the presence of

Name .....

Address .....

Description .....

Signed by the said ‡

.....  
Minister of Development  
Brunei Darussalam  
for and on behalf of the Government

in the presence of

Name .....

Address .....

Description .....

Signed by the said ‡

.....  
.....

in the presence of

Name .....

Address .....

Description .....

---

† Contractor's name in block capitals.

‡ Official designation of officer, in block capitals.



## THE CONDITIONS HEREINBEFORE REFERRED TO

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

Scope of  
Contract.

- (i) the variation or modification of the design, quality or quantity of the Works or the addition or omission or substitution of any works ;
- (ii) any discrepancy in the Drawings or between the Bills of Quantities and/or Drawings and/or Specification ;
- (iii) the removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials therefor ;
- (iv) the removal and/or re-execution of any works executed by the Contractor ;
- (v) the dismissal from the Works of any person mentioned in Clause 10 hereof employed thereupon ;
- (vi) the opening up for inspection of any work covered up ;
- (vii) the amending and making good of any defects under Clause 17.

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

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

(d) Notwithstanding any provision to the contrary in these Conditions contained, it is hereby agreed that the right to take action and/or initiate proceedings on behalf of the Government under Clauses 30, 31, 33 or 39 hereof is expressly reserved to the Director of Public Works.

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

Notices.

3. The Contractor before the signing hereof shall furnish to the Superintending Officer a fully priced copy of the original Bills of Quantities. The Contract Agreement, Contract Drawings, Specification (if any) and the priced copy aforesaid shall remain in the custody of the Government and shall be produced as and when required by the Contractor. The Superintending Officer shall furnish to the Contractor one copy of the Contract Agreement and two copies of the signed Contract Drawings and of the Specification (if any) and of blank Bills of Quantities free of cost, and one copy of all further Drawings issued during the progress of the Works. The Contractor shall keep one copy of all Contract Drawings, the Specification (if any) and blank Bills of Quantities on the site and the Superintending Officer or his representative shall at all reasonable times have access to the same. Upon final payment to the Contractor he shall forthwith return to the Superintending Officer all Drawings, Specifications and blank Bills of Quantities.

Drawings, Bills  
of Quantities  
and/or  
Specification.

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

4 The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Bills of Quantities and/or Specification taken together whether the same may or may not be particularly shown or described provided that the same is reasonably to be inferred therefrom ; and if the Contractor find any discrepancy therein he shall immediately and in writing refer the same to the Superintending Officer who shall decide which shall be followed. Figured dimensions shall be taken in preference to the scale mentioned on or attached to any drawing.

Contractor  
provide  
everything  
necessary

5. (a) The Contractor shall comply with and give notices required by any written law, regulations and by-laws or any local authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected and he shall pay and indemnify the Government against any fees or charges demandable by law thereunder in respect of the Works, provided that the said fees and charges if not expressly included in the Contract sum by way of Provisional sum or otherwise shall be added to the Contract sum and be payable to the Contractor accordingly.

Local and  
other  
authorities  
notices and  
fees.



(b) The Contractor before making any variation from the Drawings, Bills of Quantities and/or Specification necessitated by such compliance shall give to the Superintending Officer written notice specifying and giving the reason for such variation and applying for instructions in reference hereto.

(c) If the Contractor within seven days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question and any variation necessitated as aforesaid shall be deemed a variation under Clauses 12 and 13 hereof and dealt with as such.

Setting out.

6. The Contractor shall set out the Works and during the progress thereof he shall amend at his own cost any errors arising from inaccurate setting out unless the Superintending Officer shall otherwise decide. Any assistance which the Superintending Officer may render to the Contractor in setting out shall in no way relieve the Contractor of entire responsibility for the correctness of all setting out.

Materials and workmanship to conform to description.

7. All materials and workmanship shall so far as procurable be of the respective kinds described in the Bills of Quantities and/or Specification and the Contractor shall upon the request of the Superintending Officer furnish him with vouchers to prove that the materials comply therewith. The Contractor shall arrange for and/or carry out any test of any materials which the Superintending Officer may in writing require and the cost thereof shall be added to the Contract sum unless provided for in the Bills of Quantities by way of Provisional sum or otherwise or unless the test shows that the said materials and/or workmanship are not in accordance with this clause.

Days and hours of working.

8. No work shall be done on :

- (i) Sunday, or
- (ii) any public holiday, or
- (iii) between the hours of six in the evening and seven in the following morning ; without the written permission of the Superintending Officer.

Foreman and Assistants.

9. The Contractor shall keep constantly on the site of the Works a competent general foreman and such assistants in each trade as may be necessary who must be capable of receiving verbal instructions in Malay or English and in default they shall be supplied by Government and all expenses in connection therewith shall be recoverable as provided in Clause 14 hereof. Any directions or explanations given to such foreman and his assistants shall be held to have been given to the Contractor in pursuance of Clause 1 hereof.

Discharge of workmen.

10. The Contractor shall employ only such technical staff foreman, artificers and labourers on the Works as are thoroughly efficient and of good character. If, in the sole opinion of the Superintending Officer, any person employed by the Contractor misconducts himself or has caused quarrels or delays, or is incompetent, the Contractor, when so directed by the Superintending Officer, in writing, shall at once remove such person from the Works and he shall not again be employed on the Works without the written permission of the Superintending Officer.

Access for Superintending Officer to work.

11. The Superintending Officer and/or his representatives shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor where work is being prepared for the Contract.

Variations and extras.

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

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

Payment for variations and extras ; Final measurement.

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

- (i) the rates in the original Bills of Quantities after adjustment, if necessary, as provided in Clause 15 hereof, shall determine the valuation of extra work of similar character executed under similar conditions as work priced therein ;
- (ii) the said rates, where extra works are not of a similar character or executed under similar conditions as aforesaid, shall be the basis of rates for the same so far as may be reasonable ; failing which, a fair valuation thereof shall be made based upon rates for similar work in the locality current at the time the extra works are executed ;



- (iii) where extra work cannot properly be measured or valued, the Contractor shall be allowed day-work prices, plus fifteen per cent, which shall include for the use of all ordinary plant, tools, scaffolding, supervision and profit, provided that vouchers specifying the time and materials employed shall have been delivered for verification to the Superintending Officer at or before the expiration of the week following that in which such work shall have been done. Day-work prices for the purposes of this Contract shall be taken to mean the actual prime cost to the Contractor of his material, transport and labour for the work concerned and the Contractor shall, if required by the Superintending Officer, produce his receipt bills and wages books in support thereof.
- (iv) the said rates in the original Bills of Quantities shall determine the valuation of items omitted, provided that if omissions vary the conditions under which any remaining items of work are carried out, the rates for such remaining items shall be valued under (ii) hereof.

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

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

(d) The measurements and valuations of the works shall be completed within the "Period of Final measurement" stated in the Appendix or if not so stated then within three months of the completion of the Works. Interim measurements and valuation shall be made whenever necessary to enable the Superintending Officer to issue certificates under Clause 37 hereof.

14. The Superintending Officer shall be entitled to deduct any money the Contractor shall be liable to pay under the Contract to Government, from any sum which may become payable to the Contractor hereunder and the Superintending Officer in issuing his certificates as provided in Clause 37, shall have regard to any sums so chargeable against the Contractor; provided always that this provision shall not affect any other remedy, by action at law or otherwise, to which Government may be entitled for the recovery of such moneys.

Deductions  
from money  
due to  
Contractor.

15. (a) The Bills of Quantities shall form part of the Contract and shall be the basis of the Contract Sum. Should any errors or omissions appear in the Bills of Quantities, other than in the Contractor's rates and calculations, they shall be rectified and such rectification shall constitute a variation of the Contract and shall be dealt with as herein provided.

Bills of  
Quantities.

(b) Any error or omission in the rates and calculations of the Contractor in the Bills of Quantities submitted by him shall, before the signing hereof, be so rectified and adjusted that, when correctly calculated, the total amount shall represent the same amount as that tendered by the Contractor and shall correspond to the amount shown on the copy of the Summary of the Bills of Quantities attached to and submitted with the Form of Tender. The total of the Summary of the Bills of Quantities submitted by the Contractor shall remain unaltered but the nett aggregate amount of errors in moneying-out items in the Bills of Quantities, whether a nett deduction or a nett addition will be calculated as a percentage of the total of the Summary of the Bills of Quantities and all unit rates throughout the Bills of Quantities shall be subject to such percentage discount or premium as the case may be. Provided always that Provisional or Prime Cost Sums shall be excluded from the calculation and shall not be subject to such percentage discount or premium.

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

Unfixed  
materials when  
taken into  
account not to  
be removed  
from site.

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

Defects after  
completion.

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

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



Sub-  
contracting.

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

Notice of  
garnishment.

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

Nominated  
sub-  
contractors.

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

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

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

- (i) that the nominated sub-contractor shall, in respect of the sub-contract, duly observe all the terms, stipulations and Conditions herein expressed ;
- (ii) that the nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default by the nominated sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant the property of the Contractor or against any liability under any Workmen's Compensation Legislation in force ;
- (iii) that payment without discount or deduction shall be made to the nominated sub-contractor by the Contractor within fourteen days of his receipt of the Superintending Officer's certificate under Clause 37 hereof which includes the value of such nominated sub-contractor's work.

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

(e) Should the Superintending Officer desire to secure final payment to any nominated sub-contractor before final payment is due to the Contractor and the nominated sub-contractor has satisfactorily indemnified the Contractor against any latent defects, then the Superintending Officer may in a certificate under Clause 37 hereof include an amount to cover the said final payment and upon payment thereof to the nominated sub-contractor the contractor shall be discharged from all liability for the work or materials covered thereby save for such latent defects as aforesaid and he shall pay to the nominated sub-contractor the amount (subject to Clause 37 hereof) so certified whereupon the limit of the Retention Fund named in Clause 37 hereof shall be reduced by such certified amount.

Fair wages.

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

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

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



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

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

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

22. In the event of any dispute or difference arising as to the rates of wages to be paid on the conditions of employment to be observed in accordance with this clause such dispute or difference shall, unless otherwise disputed of, be referred to the Commissioner of Labour for decision in accordance with the Labour Enactment, 1954.

Dispute as to wages.

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

Wages books and time sheets.

24. No child under the age of fourteen years by English reckoning shall be employed in any work to be performed under this Contract.

Children under 14

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

Default in payment of wages.

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

Damage to persons and property.

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

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

Workmen's Compensation.

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

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

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



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

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

(i) withhold all payments which would otherwise be due to the Contractor under this Contract and out of such moneys so withheld satisfy any claim for compensation by workmen that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance and/or

(ii) pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any moneys due to or to become due to the Contractor.

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

Fire  
Insurance.

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

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

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

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

Date for  
possession and  
completion

29. (a) No work on this Contract shall be commenced unless and until the Contract Agreement shall have been executed by all parties thereto nor until the Security Deposit stipulated under Clause 36 hereof shall have been deposited with the Government and the receipt therefore produced for the inspection of the Superintending Officer.

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

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

(d) When the Works have been executed according to the provisions of the Contract and to the satisfaction of the Superintending Officer, the date of such completion shall be certified by him and such date of commencement of the Defects Liability Period as provided in Clause 17 hereof.

Damage for  
non-completion.

30. If the Contractor fails to complete the Works by the date in the Appendix or within any extended time under Clause 31 hereof and the Superintending Officer certifies in writing that in his opinion the same ought reasonably so to have been completed the Contractor shall pay or allow to Government a sum calculated and at the rate stated in the Appendix as liquidated and ascertained damages for the period during which the said Works shall so remain or have remained incomplete and the Superintending Officer may deduct such damages from any moneys due to the Contractor.



31. If, in the opinion of the Superintending Officer, the Works be delayed by **force majeure** or by reason of any exceptionally inclement weather or by reason of directions given by the Superintending Officer consequential upon disputes with neighbouring owners or by reason of Superintending Officer's Instructions given in pursuance of Clause I hereof or in consequence of the Contractor not having received in due time necessary instructions from the Superintending Officer for which he shall have specifically applied in writing, or by reason of civil commotion, local combination of workmen, strike or lock-out affecting any of the trades employed upon the Works or by the works of nominated sub-contractors or by the works of other contractors or tradesmen engaged by Government which are not referred to in the Bills of Quantities and/or Specification, then in such case the Superintending Officer shall make a fair and reasonable extension of time for completion of the Works. Upon the happening of a strike or lock-out the Contractor shall immediately give notice thereof in writing to the Superintending Officer, but he shall nevertheless use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Superintending Officer to proceed with the Works.

Delay and extension of time.

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

Failure by Contractor to comply with Superintending Officer's Instruction.

33. (a) **Default.** — If the Contractor shall make default in any of the following namely :

Determination of Contract by the Superintending Officer.

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

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

(b) **Bankruptcy or Assignment.** — If the Contractor :

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

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

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

- (i) the Government may carry out and complete the Works departmentally or employ and pay a contractor or other person or persons to carry out and complete the Works and he or they may enter upon the site and use all materials temporary buildings, plant and appliances thereon, and may purchase all materials necessary for the purposes aforesaid.
- (ii) the Contractor shall if so required by the Superintending Officer assign to Government without further payment the benefit of any contract for the supply of materials and/or works intended for use under this Contract or for the execution of any works and Government shall pay the agreed price (if unpaid) for such materials or works supplied or executed after the said determination.
- (iii) the Contractor shall during the execution or after completion of the Works under this clause as and when required remove from the site his temporary buildings, plant, appliances and any materials within such reasonable time as the Superintending Officer may specify in a written notice to him and in default Government may without being responsible for any loss or damage remove and sell the same holding the proceeds less all costs incurred to the credit of the Contractor.
- (iv) until completion of the Works under this clause no payment shall be made to the Contractor under this Contract ; provided that, upon completion as aforesaid and the verification within a reasonable time of the accounts therefor the Superintending Officer shall certify the amount of expenses properly incurred by Government and if such amount added to the moneys paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion the difference shall be a debt payable to Government by the Contractor ; and if the said amount added to the said moneys be less than the said total amount the difference shall be a debt payable by Government to the Contractor.



- (v) in the event of the completion of the Works being undertaken departmentally allowance shall be made when ascertaining the amount to be certified as expenses properly incurred by Government, for the cost supervision, interest and depreciation on plant and all other usual overhead charges and profit, as would be incurred were the work carried out by a contractor.

Gifts  
Inducements  
and Rewards.

- (vi) Government shall be entitled to determine the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such determination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with Government, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with Government the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code.

Effect of  
war, riots,  
floods, etc.

34. If during the performance of the Contract a state of war in which the Government is involved or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exists which has materially affected the fulfilment of this Contract any question respecting the continuance, suspension or determination of this Contract shall be settled by mutual agreement between the Superintending Officer and the Contractor or failing such agreement shall be settled as provided in Clause 39 of this Contract.

Prime cost,  
provisional  
sums and  
artists.

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

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

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

(c) The Provisional Sums mentioned in the Bills of Quantities for materials to be supplied or for work to be performed by nominated sub-contractors or for other work or fittings to the Works shall be paid and expended at such times and in such amounts in favour of such persons as the Superintending Officer shall direct and sums so expended shall be payable by the Contractor without discount or deduction or (without prejudice to any rights of the Contractor under the Contract referred to in Clause 20 hereof) by Government to the said nominated sub-contractors or suppliers. The value of works which are executed by the Contractor in respect of Provisional Sums or in additional works shall be ascertained as provided in Clause 13 hereof. At the settlement of the accounts the amount paid by the Contractor to the said nominated sub-contractors or suppliers and the said value of such works executed by the Contractor shall be set against all such Provisional Sums or any sum provided for additional works and the balance after allowing *pro rata* for the Contractor's profit at the rates contained in the Contractor's original Bills of Quantities (vide Clause 3 hereof) shall be added to or deducted from the Contract Sum ; provided that no deductions shall be made by or on behalf of Government in respect of any damages paid or allowed by any nominated sub-contractor to the Contractor the intention being that the Contractor and not Government shall have the benefit of any such damages.

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

(e) Where the Contractors in the ordinary course of his business directly carries out works for which Provisional Sums are contained in the Bills of Quantities and where such works are set out in the Appendix hereto and the Superintending Officer is prepared to accept tenders from the Contractor for such works the Contractor shall be permitted to tender for the same or any of them without prejudice to Government's right to reject the lowest or any tender. If the tender of the Contractor for any work included in any Provisional Sum is accepted, such tender shall be held to include the profit and the Contractor shall not be entitled to profit, *pro rata*, on the amount stated in his tender notwithstanding any provision to the contrary in Clause 35 (e) hereof.

Security  
Deposits.

36. The Contractor shall, as a condition precedent to the commencement of any work under this Contract, deposit with Government, a cash or all approved Banker's Guarantee equal to ten percent of the Contract Sum as a fund (hereafter referred to as the "Security Deposit"). It is agreed that the Superintending Officer may utilize and make payments out of or deductions from the said Security Deposit in accordance with the terms of this Contract.



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

Progress  
payments.

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

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

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

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

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

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

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

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

38. (a) The Retention Fund (or any balance thereof remaining for the credit of the Contractor) shall be retained and shall not become payable to the Contractor during a period of such number of months after the completion of the Works as is referred to in the Appendix and shall thereafter become payable and be paid to the Contractor only if and when all shrinkages other faults and damage shall have been amended and made good in accordance with the terms of Clause 17 of this Contract and only after the Contractor shall have complied with the terms of sub-clause (e) of Clause 37 of this Contract.

Payment of  
Security Deposit  
and Retention  
Fund.

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

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

Arbitration.



## APPENDIX

Clause.

13 .....	Period of Final Measurement (If none stated in three months).
17 & 38 (a) .....	Defects Liability Period (If none stated is nine months).
29 .....	Date for Possession.
29 .....	Date for Completion.
30 .....	Liquidated and ascertained damages at the rate of \$ per
35(e) .....	Work, covered by Provisional Sums, for which the Contractor will be permitted to tender.
.....	
.....	
.....	
.....	
.....	
37 (a) .....	Value of work to be done before certificate will be issued.
38 (c) .....	Period for honouring of certificate.







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

CONTRACT NO. .... OF 19

EXPENDITURE to be met from .....

A CONTRACT made the ..... day of ..... 19 .....  
BETWEEN.....

of ( or whose Registered Office is situated at) .....

hereinafter called " the Contractor " of the one part and .....

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

WHEREAS The Government is desirous of \* .....

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

AND WHEREAS the said Drawing numbered .....

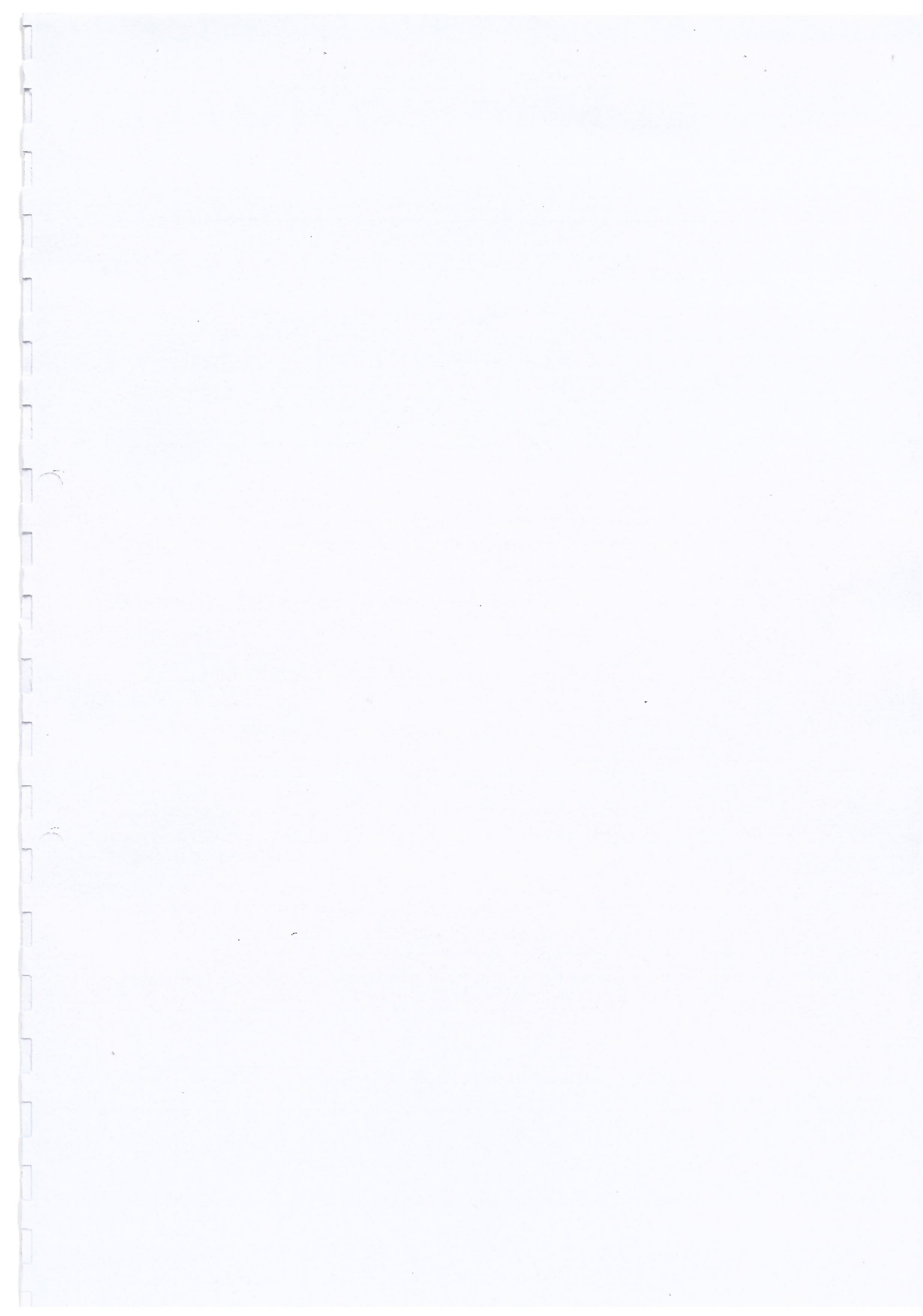
(hereinafter referred to as the Contract Drawings), and / or Specification, Form of Tender  
and Letter of Acceptance of Tender and Schedule of Rates have been signed by or on  
behalf of the parties hereto :

NOW IT IS HEREBY AGREED AS FOLLOWS :

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

\* State the nature and scope of the intended Works.







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

Signed by the said \*

.....

.....  
Contractor's Signature.

.....  
in the presence of

Name .....

Address .....

Description .....

Signed by the said \*\*

.....

.....  
Minister of Development  
Negara Brunei Darussalam

.....  
in the presence of

Name .....

Address .....

Description .....

Signed by the said \*\*

.....

.....  
Director of Public Works, Negara Brunei Darussalam  
for and on behalf of the Government.

.....  
in the presence of

Name .....

Address .....

Description .....

.....  
\* Contractor's name in block capitals.

\*\* Official designation of officer, in block capitals.



# THE CONDITIONS HEREINBEFORE REFERRED TO:

## Scope of Contract

1. (a) The Contractor shall carry out and complete the Services in accordance with this Contract in every respect in accordance with the directions and to the reasonable satisfaction of the Superintending Officer, who may in his absolute discretion and from time to time issue further drawings, details, and/or written instructions, written directions and written explanations (all of which are hereafter collectively referred to as " Superintending Officer's Instructions " ) with regards to :
  - i) the variation or modification of the services, quality or quantity of the Works or the addition or omission or substitution of any services
  - ii) any discrepancy in the Drawings or between the Drawings and Specification ;
  - iii) the removal and / or re-execution of any services executed by the Contractor ;
  - iv) the dismissal from the Works of any person mentioned in Clause 10 hereof employed thereupon ;
- (b) The Contractor shall forthwith comply with and duly execute any service comprised in such Superintending Officer's Instructions provided that verbal instructions, directions and explanations given to the Contractor or his foreman upon the Services by the Superintending Officer shall, involving a variation, be confirmed in writing to the Contractor by the Superintending Officer, within seven days and, if not dissented from in writing within a further seven days to the Superintending Officer by the Contractor, shall be deemed to be Superintending officer's Instructions. If compliance with Superintending Officer's Instructions as aforesaid involves any variation, such variation shall be dealt with under Clause 13 hereof as an authorised variation and the value thereof added to or deducted from the Contract sum.
- (c) If compliance with Superintending Officer's Instructions as aforesaid involves expense or loss beyond that reasonably contemplated by the Contract then, unless the same were issued owing to some breach of this Contract by the Contractor. The amount of such expense or loss shall be ascertained by the Superintending Officer and added to the Contract Sum.
- (d) Notwithstanding any provision to the contrary in these Conditions contained, it is hereby agreed that the right to take action and / or initiate proceedings on behalf of the Government under Clauses 27, 29, or 35 hereof is expressly reserved to the Director General of Public Works.

## Notices.

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

## Drawings, Specification and Schedule of Rates

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

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



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



- |                                                                |     |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------|-----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access for<br>Superintending<br>Officer to<br>work.            | 11  |     | The Superintending Officer and / or his representatives shall at all reasonable times have access to the site and to the workshops or other places of the Contractor where equipment is being prepared for the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Variation and<br>extras                                        | 12. | (a) | The Superintending Officer may at any time during the progress of the services, by order in writing under his hand, make or cause to be made any variations from the original Drawings, and Specification by way of addition or omission or otherwise deviating there from and the said services shall be executed according to the said variations or deviations under his direction and to his satisfaction as if the same had been included in the said original Drawings and Specification; and any work or materials which shall be ordered not to be done or used shall be omitted or shall not be used by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                |     | (b) | The Superintending Officer shall have the right by varying the Drawings and Specification as provided in the last preceding sub-clause to increase or decrease the quantities of any item or items, or to omit any item or items or to insert any additional item or items without the consent of the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| payment for<br>variations and<br>extras; Final<br>measurement. | 13. | (a) | No variation shall vitiate this Contract. All variations and extras, authorised as herein provided, or subsequently sanctioned by the Superintending Officer in writing shall be measured by the Superintending Officer and the Contractor shall be given the opportunity of being present during such measuring and taking such notes and measurements as he requires. The Contractor shall be supplied with a copy of the measured bill on or before the date of the Superintending Officer's certificate in respect of such variations and extras and the valuation thereof, unless previously or otherwise agreed, shall be made in accordance with the following rules : <ul style="list-style-type: none"> <li>(i) the rates in the original Summary of Tender shall determine the valuation of extra services of similar character executed under similar conditions as services priced therein ;</li> <li>(ii) the said rates, where extra services are not of a similar character or executed under similar conditions as aforesaid, shall be the basis of rates for the same so far as may be reasonable; failing which, a fair valuation thereof shall be made based upon rates for similar service in the locality current at the time the extra services are executed ;</li> <li>(iii) where extra services cannot properly be measured or valued, the Contractor shall be allowed day-work prices, plus fifteen per cent, which shall include for the use of all ordinary plant, tools, scaffolding, supervision and profit, provided that vouchers specifying the time and materials employed shall have been delivered for verification to the Superintending Officer at or before the expiration of the week following that in which such service shall have been done. Day-work prices for the purposes of this Contract shall be taken to mean the actual prime cost to the Contractor of his material, transport and labour for the service concerned and the Contractor shall, if required by the Superintending Officer, produce his receipt bills and wages books in support thereof.</li> <li>(iv) the said rates in the original Summary of Tender shall determine the valuation of items omitted, provided that if omissions vary the conditions under which any remaining items of services are carried out, the rates for such remaining items shall be valued under (ii) hereof.</li> </ul> |
|                                                                |     | (b) | The Contractor shall submit claims for any work or circumstances on account of which he may consider that he is entitled to extra payment within one week from time of the commencement of such service or occurrence of such circumstance and all such claims must be accompanied by full particulars and must state under which provision of the Contract it is claimed that payment shall be made.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                |     | (c) | The amount to be allowed on either side in respect of variations and extras, ascertained as above described, shall be added to or deducted from the Contract Sum, as the case may be.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                |     | (d) | The measurements and valuations of the works shall be completed within the "Period of Final measurement" stated in the Appendix or if not so stated then within three months of the completion of the Works. Interim measurements and valuation shall be made whenever necessary to enable the Superintending Officer to issue certificates under Clause 33 hereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



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| Deduction from money due to Contractor. | 14. | The Superintending Officer shall be entitled to deduct any money the Contractor shall be liable to pay under the Contract to Government, from any sum which may become payable to the Contractor hereunder and the Superintending Officer in issuing his certificates as provided in Clause 32, shall have regard to any sums so chargeable against the Contractor; provided always that this provision shall not affect any other remedy, by action at law or otherwise, to which Government may be entitled for the recovery of such moneys.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Unsatisfactory service.                 | 15. | If any service, in the opinion of the Superintending Officer, falls short of the specification he shall ascertain the diminution in the value of the unsatisfactory service and deduct the amount of such diminution from the rates payable to the contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Sub-contracting.                        | 16. | The Contractor shall not without the written consent of the Superintending Officer first obtained assign this Contract or sub-contract all or any portion of the service; provided that such consent shall not be unreasonably withheld to the prejudice of the Contractor. In the event of any portion of the services being sub-contracted with the written consent of the Superintending Officer the Contractor shall be solely and personally responsible for the due observance by such authorised sub-contractors of all the terms, stipulations and Conditions herein expressed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Notice of garnishment.                  | 17. | The Contractor shall not cause, permit or suffer to be issued in satisfaction of any decree, judgement or other order given or to be given against the Contractor any notice of garnishment binding any property of the Contractor which is in the possession of the Government.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Nominated sub-contractors.              | 18. | <p>(a) All specialists, merchants, tradesmen, and others executing any work or supplying and fixing any goods for which Prime Cost prices or Provisional Sums are included in the Contract who may be nominated or selected by the Superintending Officer are hereby declared to be sub-contractors employed by the Contractor and are herein referred to as "nominated sub-contractors".</p> <p>(b) The Superintending Officer or the Contractor, if so instructed in writing by the Superintending Officer, shall obtain tenders for sub-contractors' work in respect of which Prime Cost prices or Provisional Sums are included in the Contract as aforesaid and the Contractor shall on the written instructions of the Superintending Officer place such sub-contracts with the nominated sub-contractors.</p> <p>(c) No nominated sub-contractor shall be employed upon or in connection with the services against whom the Contractor shall make what the Superintending Officer considers to be reasonable objections or (save where the Superintending Officer and Contractor shall otherwise agree) who will not enter into a sub-contract providing :</p> <p style="margin-left: 40px;">(i) that the nominated sub-contractor shall, in respect of the sub-contract, duly observe all the terms, stipulations and Conditions herein expressed;</p> <p style="margin-left: 40px;">(ii) that the nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default by the nominated sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant or property of the Contractor or against any liability under any Workmen's Compensation Legislation in force.</p> <p style="margin-left: 40px;">(iii) that payment without discount or deduction shall be made to the nominated sub-contractor by the Contractor within fourteen days of his receipt of the Superintending Officer's certificate under Clause 33 hereof which includes the value of such nominated sub-contractor's work.</p> <p>(d) Before any such certificate is issued to the Contractor he shall, if requested by the Superintending Officer, furnish to him reasonable proof that all nominated sub-contractors' accounts included in previous certificates have been duly discharged ; in default whereof the Government may pay the same upon a certificate of the Superintending Officer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Government and the nominated sub-contractor.</p> |



- (c) Should the Superintending Officer desire to secure final payment to any nominated sub-contractor before final payment is due to the Contractor and the nominated sub-contractor has satisfactorily indemnified the Contractor against any claims, then the Superintending Officer may in a certificate under Clause 33 hereof include an amount to cover the said final payment and upon payment thereof to the nominated sub-contractor the Contractor shall be discharged from all liability for the services and he shall pay to the nominated sub-contractor the amount (subject to Clause 33 hereof) so certified
- Fair wages 19. (a) The Contractor shall recognise the freedom of his work people to be members of Trade Unions.
- (b) If established-industrial rates and conditions of employment (as hereinafter defined) exist in the State of Negara Brunei Darussalam, the Contractor shall in respect of all work people employed by him in and for the performance of this Contract pay rates of wages (including allowances) and observe hours and other conditions of employment not less favourable than those established for work of the same character in the trade or industry concerned in the district where the work is carried on :
- (i) By collective agreement or other recognised machinery of negotiation between organisation of employers and workers' representative respectively of substantial proportions of the employers and workmen in the trade or industry concerned ; or
- (ii) By arbitration award ; or
- (iii) By national laws or regulations.
- (c) Where the conditions of labour referred to in the preceding paragraph are not in a manner referred to there in the district where the work is carried on, the Contractor shall in respect of his workers pay wages (including allowances), hours of work and other conditions of labour which are not less favourable than
- (i) those established by collective agreement or other recognised machinery of negotiation, by arbitration, or by national laws or regulations, for work of the same character in the trade or industry concerned in the nearest appropriate district ; or
- (ii) the general level observed in the trade or industry in which the Contractor is engaged by employers whose general circumstances are similar.
- (d) The Contractor shall, if required, notify the Commissioner of Labour of the names and addresses of all his sub-contractors.
- Dispute as to wages 20. In the event of any dispute or difference arising as to the rates of wages to be paid or the conditions of employment to be observed in accordance with Clause 20 hereof such dispute or difference shall, unless otherwise disposed of, be referred to the Commissioner of Labour for decision in accordance with the Labour Enactment, 1954.
- Wages books and time sheets. 21. The Contractor shall keep proper wage books and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of this Contract and shall produce such wages books and time sheets on demand for inspection by any persons duly authorised by the Superintending Officer or the Commissioner of Labour in that behalf, and shall furnish to the Superintending Officer or his duly authorised representative such information relating to the wages and conditions of employment of such workmen as the, Superintending Officers or the Commissioner of Labour or his duly authorised representative may from time to time require.
- Children under 14 22. No child under the age of fourteen years by English reckoning shall be employed in anywork to be performed under this contract.



- Default in payment of wages. 23. In the event of default being made in the payment of any money in respect of wages of any workman employed by the Contractor in and for the performance of this Contract and if a claim therefor is filed in an office of the Commissioner of Labour and proof thereof is furnished to the satisfaction of an officer of the said Department, the Superintending Officer may, failing the payment of the said money by the Contractor make payment of such claim to the Commissioner of Labour or his representative out of any moneys at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor under and by virtue of this Contract.
- Damage to persons and property. 24. (a) *Injury to persons.* - The Contractor shall indemnify Government in respect of any liability, loss, claim or proceedings whatsoever whether arising at common law or by statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the services unless due to any act or neglect of Government or its servants.
- (b) *Injury to property.* - The Contractor shall be liable for and shall indemnify Government in respect of any liability, loss, claim or proceedings and for any injury or damage whatsoever arising out of or in the course of or by reason of the execution of the services to any property real or personal due to any negligence, omission or default of himself, his agents or his servants or of any authorised sub-contractor or to any circumstances within his control.
- Workmen's Compensation. 25. (a) The Contractor shall forthwith and as a condition precedent to the commencement of any work under this Contract take out at his own expense with an insurance company to be approved by the Superintending Officer in writing a policy or policies of insurance indemnifying the Contractor and the Government including for this purpose every officer and department thereof from all liabilities arising out of claims by any and every workman employed in and for the performance of this Contract for payment of compensation under or by virtue of the Workmen's Compensation Enactment, 1957 or other law amending or replacing such Enactment and from all costs and expenses incidental or consequential thereto.
- (b) The said policy or policies so taken out shall be endorsed as follows :
- Endorsement "A".* - "It is hereby understood and agreed that in the event of any workman employed by the within Insured or by the Insured's Contractors as referred to in Endorsement "B" hereon or any dependent of such workmen, bringing or making a claim under any Workmen's Compensation Enactment for the time being in force in the State against any officer of the Government for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for the said officer or Government, the Company will indemnify the said officer or Government against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said legislation."
- Endorsement "B".* - "It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of contractors performing work for the insured while engaged in the business and occupation in respect of the within policy is granted but only so far as regards Claims under any Workmen's Compensation Enactment for the time being in force in the State."
- (c) The said policy or policies so taken out shall be deposited with the Superintending Officer and the Contractor shall maintain it or them in full force and effect by payment of all premiums from time to time on the first day on which the same ought to be paid and until the completion of this Contract and upon demand the Contractor shall produce to the Superintending Officer the last receipt for payment of such premiums.



- (d) If any default is made by the Contractor in complying with the terms of this clause the Superintending Officer may without prejudice to any other remedy available to Government for breach of any terms of this Contract :
- (i) withhold all payments which would otherwise be due to the Contractor under this Contract and out of such moneys so withheld satisfy any claims for compensation by workmen that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance and / or
  - (ii) pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any moneys due or become due to the Contractor.
- (e) Nothing in this clause shall be construed to take away or to waive or in any manner to modify the right of the Government to be indemnified by the Contractor in respect of all compensations, costs and other expenses whatsoever which by reason of the Contractor's default or otherwise become payable by the Government under the said Ordinance or other law.

Date for possession and completion.

26. (a) No work on this Contract shall be commenced unless and until the Contract Agreement shall have been executed by all parties thereto nor until the Security Deposit stipulated under Clause 32 hereof shall have been deposited with the Government and the receipt thereof produced for the inspection of the Superintending Officer.
- (b) Possession of the site as complete as may be reasonably possible but not so as to constitute a tenancy, shall be given on or before the " date for possession " stated in the Appendix to the Contractor who shall thereupon and forthwith commence the services and regularly proceed with and complete the same on or before the " end of contract date " stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.
- (c) In the event of any delay in possession of the site, the date of giving possession of the site shall be certified by the Superintending Officer and such certified date shall be considered as the date of commencement. The Contractor shall not be entitled to claim for any loss or damage caused by such want of possession.

Extension of time.

27. The S.O. may extend the contract period not exceeding 25 % the original contract period .

Failure by Contractor to comply with officer's Superintending instruction.

28. If the Contractor, <sup>24 hours</sup> after receipt of a written notice from the Superintending Officer requiring compliance within ~~seven~~ days, fails to comply with such further drawing and / or Superintending Officer's Instructions, the Superintending Officer may employ and pay other persons to execute anywork whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Superintending Officer as a debt or may be deducted by him from any moneys due to the Contractor.

Determination of Contract by the Superintending Officer.

29. (a) **Default.** - If the Contractor makes default in any of the following respects namely :
- (i) without reasonable cause wholly suspends the Services
  - (ii) fails to proceed with the Services with reasonable diligence or regularity
  - (iii) refuses or to a substantial degree persistently neglects after notice in writing from the Superintending Officer to comply with the specification.

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



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

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

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

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

- (i) the Government may carry out and complete the Works departmentally or employ and pay a contractor or other person or persons to carry out and complete the Works and he or they may enter upon the site and use all materials, temporary buildings, plant and appliances thereon, and may purchase all materials necessary for the purposes aforesaid
- (ii) the Contractor shall if so required by the Superintending Officer assign to Government without further payment the benefit of any contract for the supply of materials and / or works intended for use under this Contract or for the execution of any works and Government shall pay the agreed price ( if unpaid) for such materials or works supplied or executed after the said determination
- (iii) the Contractor shall during the execution or after completion of the Works under this clause as and when required remove from the site his temporary buildings, plants, appliances and any materials within such reasonable time as the Superintending Officer may specify in a written notice to him and in default Government may without being responsible for any loss or damage remove and sell the same holding the proceeds less all costs incurred to the credit of the Contractor.
- (iv) until completion of the services under this clause no payment shall be made to the Contractor under this Contract ; provided that, upon completion as aforesaid and the verification within a reasonable time of the accounts therefor, the Superintending Officer shall certify the amount of expenses properly incurred by Government; and if such amount added to the moneys paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion the difference shall be a debt payable to the Government by the Contractor; and if the said amount added to the said moneys be less than the said total amount the difference shall be a debt payable by Government to the Contractor.
- (v) in the event of the completion of the Works being undertaken departmentally allowance shall be made when ascertaining the amount to be certified as expenses properly incurred by Government, for the cost of supervision, interest and depreciation on plant and all other usual overhead charges and profit, as would be incurred were the work carried out by a contractor.
- (vi) Government shall be entitled to determine the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such determination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with Government, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with Government the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code.

Gifts,  
Inducements  
and Rewards.



- Effect of war, riots, floods, etc. 30. If during the performance of the Contract a state of war in which the Government is involved or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exists which has materially affected the fulfilment of this Contract any question respecting the continuance, suspension or determination of this Contract shall be settled by mutual agreement between the Superintending Officer and the Contractor or failing such agreement shall be settled as provided in Clause 35 of this Contract.
- Prime Cost, provisional sums and artists. 31. (a) The words " Prime Cost " or the initials "P.C." applied in the Contract to services to be executed by the Contractor, shall mean, unless otherwise stated in the said Contract, the nett sum paid to the service company after deducting all service discounts for such services in the ordinary course, but not deducting discount for cash.
- (b) Items in the Contract containing the words "Prime Cost" or the initials "P.C." shall be dealt with as follows, namely :
- The Superintending Officer shall debit the Contractor with all such items as they are priced in the Contract, he shall then credit the Contractor with such sums [ as defined in sub-clause (a) ] as are actually paid by him which correspond to the several "Prime Cost" or "P.C." amounts and an amount in each case proportional to the respective sums, if any, added by the Contractor in carrying out the items to the money columns as aforesaid, provided that where in the opinion of the Superintending Officer the Contractor has incurred expense for special conditions or special attendance the Superintending Officer shall allow for the same as part of the sums actually paid by the Contractor. Any equipment or Services for which "P.C." sums are provided in the Contract to be included in the Contract Sum may, if the Superintending Officer so decides, be treated as Provisional Sums and dealt with under the sub-clause (c) next following :
- (c) The Provisional Sums mentioned in the Contract for equipment to be supplied or for services to be performed by nominated sub-contractors or for other work or fittings to the contract shall be paid and expended at such times and in such amounts in favour of such persons as the Superintending Officer shall direct and sums so expended shall be payable by the Contractor without discount or deduction or (without prejudice to any rights of the Contractor under the Contract referred to in Clause 18 hereof) by Government to the said nominated sub-contractors or suppliers. The value of services which are executed by the Contractor in respect of Provisional Sums or in additional works shall be ascertained as provided in Clause 13 hereof. At the settlement of the accounts the amount paid by the Contractor to the said nominated sub-contractors or suppliers and the said value of such services executed by the Contractor shall be set against all such Provisional Sums or any sum provided for additional works and the balance after allowing *pro rata* for the Contractor's profit at the rates contained in the Contract shall be added to or deducted from the Contract Sum ; provided that no deductions shall be made by or on behalf of Government in respect of any damages paid or allowed by any nominated sub-contractor to the contractor the intention being that the Contractor and not Government shall have the benefit of any such damages.
- (d) The Contractor shall permit the execution of work by artists or tradesmen who are not nominated sub-contractors and who may be engaged by the Superintending Officer.
- (e) Where the Contractor in the ordinary course of his business directly carries out services for which Provisional Sums are contained in the Contract and where such services are set out in the Appendix hereto and the Superintending Officer is prepared to accept tenders from the Contractor for such works the Contractor shall be permitted to tender for the same or any of them without prejudice to Government's right to reject the lowest or any tender. If the tender of the Contractor for any service included in any Provisional Sum is accepted, such tender shall be held to include the profit and the Contractor shall not be entitled to profit, *pro rata*, on the amount stated in his tender notwithstanding any provision to the contrary in Clause 31 (c) herein.
- Security Deposits. 32. The Contractor shall, as a condition precedent to the commencement of any work under this Contract, deposit with Government, a cash amount or an approved Banker's Guarantee equal to ten per cent of the Contract Sum as a fund ( hereinafter referred to as the "Security Deposit"). It is agreed that the Superintending Officer may utilize and make payments out of or deductions from the said Security Deposit in accordance with the terms of this Contract.



Progress  
Payments

33. (a) When work to the value of the sum referred to in the Appendix ( or less at the discretion of the Superintending Officer ) has been executed by the Contractor in accordance with the terms of the Contract the Superintending Officer shall at that time and once ( or more often at the discretion of the Superintending Officer ) during the course of each succeeding month issue to the Contractor certificate showing the estimated total value of the work done up to the date of such certificate
- (b) Within a number of days not exceeding that referred to in the Appendix of the issue of any such certificate the Government will make a payment to the Contractor in connection with the work and or materials referred to in that certificate
- (c) When the Works have been completed no payment shall be made on the final certificate issue under this clause until the Contractor shall have satisfied the Superintending Officer by means of either
- (i) a statutory declaration made by or on behalf of the Contractor, or
  - (ii) a certificate signed by or on behalf of the Commissioner of Labour
- to the effect that the workmen who have been employed by the Contractor on the Works, including workmen employed by nominated sub-contractors and by authorised sub-contractors engaged directly by the Contractor have received all wages, due to them in connection with such employment and that all dues under the Labour Code have been paid
- (d) No certificate of the Superintending Officer shall be considered evidence as to the sufficiency of any work or materials to which it relates nor shall it relieve the Contractor from his liability to amend and make good all damages as provided by this Contract.

Payment of  
Security  
Deposit

34. The Security Deposit ( or any balance thereof remaining for the credit of the Contractor ) shall be released on the completion of the whole of the services comprised at the end of the Contract and shall be refunded forthwith.

Arbitration

35. Provided always that in case any dispute or difference except a dispute or difference as to rates of wages or conditions of employment of workmen employed by the Contractor in and for the purpose of this Contract including workmen employed by nominated sub-contractors and by authorised sub-contractors engaged directly by the Contractor shall arise between Government or the Superintending Officer on its behalf and the Contractor, either during the progress or after completion of the Works or after the determination, abandonment, or breach of the Contract, as to the construction of the Contract or as to any matter or thing arising thereunder, or as to the withholding by the Superintending Officer of any certificate to which the Contractor may claim to be entitled, then the Superintending Officer shall determine such dispute or difference by a written decision given to the Contractor.

The said decision shall be final and binding on the parties unless the Contractor within 14 days of the receipt thereof by written notice to the Superintending Officer disputes the same in which case the Superintending Officer for 14 days after a written request to him by the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to arbitration and final decision of a person nominated and appointed by agreement between the Superintending Officer and the Contractor or, in the event of his death or unwillingness or inability to act, or if the Superintending Officer and Contractor fail to agree, an Arbitrator will be nominated by the Minister of Development, Negara Brunei Darussalam, and the award of such Arbitrator shall be final and binding on the parties.

Such reference, except on the question of certificates, shall not be commenced until after the completion or alleged completion of the Works, unless with the written consent of the Superintending Officer and the Contractor. The Arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no certificate, opinion, decision, requisition or notice had been given. Upon every or any such reference the cost of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of any Arbitration Ordinance for the time being in force in the State.



# APPENDIX

Clause.

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

26 ..... Date for Possession.

27 ..... End of Contract Date.

31 (e) ..... Services covered by Provisional Sums for which the Contractor will be permitted to tender.

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33 (a) ..... Value of services to be done before certificate will be issued.

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

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**This form to be used for Nominated Sub-Contracts  
where Quantities form/Do not form part of the Contract**

**THIS SUB-CONTRACT** is made the ..... day of ..... 19 .....

BETWEEN .....

of (or whose Registered Office is situate at) .....

(hereinafter called "the Contractor") of the one part and .....

of (or, whose registered office is situate at) .....

(hereinafter called "the Sub-Contractor") of the other part ;

SUPPLEMENTAL to Contract No. .... of 19..... (hereinafter referred to as "the Main Contract") made the ..... day of ..... 19..... BETWEEN ..... and his successors in office for and on behalf of the Government of Brunei Darussalam (hereinafter called the "Government") of the one part and the Contractor of the other part ;

WHEREAS the Contractor desires to have executed the Works of which particulars are set out in Part I of the Appendix to this Sub-Contract (hereinafter referred to as "the Sub-Contract Works") and which form part of the Works (hereinafter referred to as "the Main Contract Works") comprised in and to be executed in accordance with the Main Contract and any authorized variations of the Sub-Contract Works ;

AND WHEREAS the Sub-Contractor has had reasonable opportunity of inspecting the Main Contract or a copy thereof except the detailed prices of the Contractor included in Schedules and Bills of Quantities ;

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :—

**1. Notice of the Main Contract to the Sub-Contractor**

The Sub-Contractor shall be deemed to have notice of all the provisions of the Main Contract except the detailed prices of the Contractor included in Schedules and/or Bills of Quantities.

**2. Execution of the Sub-Contract Works**

The Sub-Contractor shall execute and complete the Sub-Contract Works subject to and in accordance with this Sub-Contract in all respects to the reasonable satisfaction of the Contractor and of the Superintending Officer for the time being under the Main Contract and in conformity with all the reasonable directions and requirements of the Contractor including all reasonable rules of the Contractor (so far as they may apply) for the time being regulating the due carrying out of the Main Contract Works.

**3. Provision of Water, etc., for Sub-Contract Works**

If and so far as it is so provided in the Main Contract (but not otherwise) the Contractor shall supply at his own cost all necessary water, lighting, watching and attendance for the purposes of the Sub-Contract Works. Subject as aforesaid the Sub-Contractor shall make all necessary provision in regard to the said matters and each of them.

**4. Temporary Workshops, etc.**

Save as otherwise provided in the Main Contract, the Sub-Contractor at his own expense shall provide and erect all necessary workshop, sheds or other buildings for his employees and workmen at such places on the site as the Contractor shall appoint and the Contractor agrees to give all reasonable facilities to the Sub-Contractor for such erection.

**5. Sub-Contractor's User of Scaffolding of Contractor**

The Sub-Contractor, his employees and workmen in common with all other persons having the like right shall for the purposes of the Sub-Contract Works (but not further or otherwise) be entitled to use any scaffolding belonging to or provided by the Contractor, while it remains so erected upon the site.



### 30. Arbitration

Provided always that in case any dispute or difference except a dispute or difference as to rates of wages or conditions of employment of workmen employed by the Sub-Contractor in and for the purpose of this Contract including workmen employed by authorized Sub-Contractors engaged directly by the Sub-Contractor shall arise between the Contractor and the Sub-Contractor, either during the progress or after completion of the Works or after the determination, abandonment, or breach of this Sub-Contract, as to the construction of this Sub-Contract or as to any matter or thing arising thereunder, or as to the withholding by the Contractor of any Certificate to which the Sub-Contractor may claim to be entitled, then either party shall give to the other notice in writing of such dispute or difference and such dispute or difference shall be referred to the arbitration and final decision of a person nominated and appointed by agreement between the Contractor and the Sub-Contractor or, in event of his death or unwillingness or inability to act, or if the Contractor and Sub-Contractor fail to agree, of an arbitrator nominated by the Superintending Officer, and the award of such Arbitrator shall be final and binding on the parties. Such reference, except on the question of certificates, shall not be commenced until after the completion or alleged completion of the Works, unless with the written consent of the Superintending Officer or the Contractor and in any case of the Sub-Contractor. Provided that in any such arbitration as is provided for in this clause any decision of the Superintending Officer which is final and binding on the Contractor under the Main Contract shall also be deemed final and binding between and upon the Contractor and Sub-Contractor. The Arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of any Arbitration Ordinance for the time being in force in the State.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

.....  
Contractor

.....  
Sub-Contractor



## 12. Contractor's Right to Deduction or Set off

The Contractor shall notwithstanding anything in this Sub-Contract contained be entitled to deduct from or set off against any money due from him to the Sub-Contractor (including any Retention Money) any sum or sums which the Sub-Contractor is liable to pay to the Contractor under this Sub-Contract.

## 13. Defects, Shrinkages, etc.

(a) All defects, shrinkages or other faults in the Sub-Contract Works which the Contractor (whether at his own cost or not) shall be liable to make good under the Main Contract, shall be made good by the Sub-Contractor within a reasonable time after the receipt by him from the Contractor of the Superintending Officer's instructions or a copy thereof relating to the same.

PROVIDED that where the Contractor is liable to make good such defects, shrinkages or other faults but not at his own cost, then the Contractor shall secure a similar benefit to the Sub-Contractor and shall account to the Sub-Contractor for any money actually received by him in respect of the same.

(b) If the Contractor (whether by himself or any other Sub-Contractor) shall execute any work (whether permanent or temporary) to the Main Contract Works or to any part of the same required by the Superintending Officer or rendered necessary by reason of defects, shrinkages or other faults in the Sub-Contract Works due to materials or workmanship not being in accordance with this Sub-Contract, then the Sub-Contractor shall pay to the Contractor the cost of the execution of such work.

PROVIDED that if the Contractor shall pay or allow Government the value of or other agreed sum (not exceeding such cost as aforesaid) in respect of such work instead as in satisfaction of executing the same, and then the Sub-Contractor shall pay to the Contractor such value or other agreed sum as aforesaid.

(c) If the Sub-Contractor shall execute any work to or in connection with the Sub-Contract Works (whether permanent or temporary) required by the Superintending Officer or rendered necessary by reason of any defects, shrinkages or other faults in the Main Contract Works due to materials or workmanship not being in accordance with the Main Contract, then the Contractor shall pay to the Sub-Contractor the cost of the execution of such work.

PROVIDED that if instead of the Sub-Contractor actually executing such work and in satisfaction of the same the Contractor shall pay or allow to Government the value of or other agreed sum (not exceeding such cost as aforesaid) in respect of such work, then the Contractor shall indemnify the Sub-Contractor against any claim, damage or loss in respect of failure to execute such work.

## 14. Sub-letting of Sub-Contract Works

The Sub-Contractor shall not assign this Sub-Contract nor sub-let the Sub-Contract Works or any portion of the same without the written consent of both the Contractor and the Superintending Officer provided that the consent of the Contractor shall not be unreasonably withheld, and that in case of any difference of opinion between the Contractor and the Superintending Officer the opinion of the Superintending Officer shall prevail.

## 15. Fair Wages

(a) The Sub-Contractor shall recognise the freedom of his work people to be members of Trade Unions.

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

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

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

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

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

(e) The Sub-Contractor shall cause notices stating hours of work, period for meals and rests, rates of pay, rates for overtime, date of holidays, and details of any other condition affecting total emoluments and terms of employment, to be posted conspicuously in all places where workmen are employed under this Contract.

(f) In the event of any dispute or difference arising as to the rates of wages to be paid or the conditions of employment to be observed in accordance with this clause, such dispute or difference shall, unless otherwise disposed of, be referred to the Commissioner of Labour for decision in accordance with the Labour Enactment, 1954.



If the Sub-Contractor fails to complete the Sub-Contract Works or any section thereof within the period specified or any extended period as hereinafter provided, he shall pay to the Contractor any loss or damage suffered or incurred by the Contractor and caused by the failure of the Sub-Contractor as aforesaid of which loss or damage the Contractor shall, at the earliest opportunity give reasonable notice to the Sub-Contractor that the same is being or has been suffered or incurred.

(b) If the completion of the Sub-Contract Works or any section thereof be delayed and such delay —

- (i) shall be caused by or be due to any of the matters specified in clause 13 (a) and (b) of this Sub-Contract or by or to any act or omission of the contractor, his Sub-Contractors, his or their respective servants or agents ; or
- (ii) shall be within any of the cases in which the Contractor could obtain an extension of the period or periods for completion under the Main Contract ;

then the Contractor shall grant a fair and reasonable extension of the said period or periods for completion of the Sub-Contract Works or each section thereof (as the case may require) and such extended period or periods shall be the period or periods for completion of the same respectively and this clause shall be read and construed accordingly.

#### 20. Determination of this Sub-Contract by the Contractor.

(a) If the Sub-Contractor shall make default in any of the following respects, viz. —

- (i) if without reasonable cause he wholly suspends the Sub-Contract Works before completion ;
- (ii) if he fails to proceed with the Sub-Contract Works with reasonable diligence ;
- (iii) if he refuses or persistently neglects after notice in writing from the Contractor to remove defective work or improper material ;

then, if such default shall continue for seven days after a notice by registered post specifying the default has been given to him by the Contractor, the Contractor may without prejudice to any other rights or remedies thereupon by notice by registered post determine the employment of the Sub-Contractor under this Sub-Contract ; provided that notice in pursuance of this clause shall not be given unreasonably or vexatiously and shall be void if the Contractor is at the time of the notice in breach of this Sub-Contract ; or

(b) If the Sub-Contractor commits an act of bankruptcy or makes or enters into any deed of arrangement or composition with his creditors or being a company enters into liquidation, whether compulsory or voluntary, except liquidation for purposes of reconstruction, or suffers or allows any execution, whether legal or equitable, to be levied on his property or obtained against him, when the Contractor may without prejudice to any other rights or remedies by written notice forthwith determine the employment of the Sub-Contractor under this Sub-Contract.

(c) In case of the employment of the Sub-Contractor under this Sub-Contract being determined under (a) or (b) of this clause, then the Sub-Contractor shall be deemed to be in breach of this Sub-Contract and the Contractor shall only be liable for the value of any work actually and properly executed and not paid for at the date of such determination, such value to be calculated in accordance with clause 11 of this Sub-Contract, for the value of any unfixed materials and goods delivered upon the site for use in the Sub-Contract Works the property in which has passed Government under the terms of the Main Contract and for no other sum or sums whatsoever ; and the Contractor shall have the right to recover or to deduct from or set off against any such amount the amount of damage suffered and/or of loss and expense incurred by him by reason of the determination of the employment of the Sub-Contractor under this Sub-Contract.

#### 21. Determination of the Main Contract

If for any reason the Contractor's employment under the Main Contract is determined (whether due to any default of the Contractor or otherwise,) then the employment of the Sub-Contractor under this Sub-Contract shall thereupon also be determined and the Sub-Contractor shall be entitled to be paid :—

- (i) The value of the Sub-Contract Works completed at the date of such determination, such value to be calculated according to clause 11 of this Sub-Contract.
- (ii) The value of work begun and executed but not completed at the date of such determination, such value to be calculated according to clause 11 of this Sub-Contract.
- (iii) The value of any unfixed materials and goods delivered upon the site for use in the Sub-Contract Works the property in which has passed to Government under the terms of the Main Contract.
- (iv) The cost of materials or goods properly ordered for the Sub-Contract Works for which the Sub-Contractor shall have paid or of which he is legally bound to accept delivery. On such payment by the Contractor any materials or goods so paid for shall become the property of the Contractor.
- (v) Any reasonable cost of removal from the site of his temporary buildings, plants, machinery, appliances, goods and materials.

#### 22. Contractor to Apply for Certificates of Payment

The Contractor shall subject to and in accordance with the Main Contract from time to time make application (of which prior thereto the Contractor shall give to the Sub-Contractor at least seven days' notice unless otherwise agreed between the Contractor and the Sub-Contractor) to the Superintending Officer for progress payments and for the inclusion therein of the amount which at the date thereof fairly represents the value of the Sub-Contract Works and of any variations authorized under this Sub-Contract then executed and of the materials and goods delivered upon the site for use in the Sub-Contract Works ; provided that the application shall only include the value of the said materials and goods as and from such time as they are reasonably, properly and not prematurely brought upon the site and then only if adequately stored and/or protected against weather and other casualties.

The Contractor shall also embody in or annex to the said application any representations of the Sub-Contractor in regard to such value.



### 23. Interim Payments to the Sub-Contractor

Within fourteen days of the receipt by the Contractor of any progress payment from the Superintending Officer the Contractor shall notify and pay to the Sub-Contractor the amount certified therein to be due in respect of the Sub-Contract Works and any authorized variations thereof, less Retention Money, that is to say, the proportion attributable to the Sub-Contract Works of the amount retained by Government in accordance with the Main Contract.

### 24. Retention Money

The Retention Money referred to above shall be dealt with in the following manner :

On the issue by the Superintending Officer to the Contractor of any Certificate which includes in accordance with the Main Contract the amount or any part thereof retained by the Government under the Main Contract the Contractor shall pay to the Sub-Contractor such part of the Retention Money as is included in the Certificate.

### 25. Dispute as to Certificate

If the Sub-Contractor shall feel aggrieved by the amount certified by the Superintending Officer or by his failure to certify then, subject to the Sub-Contractor giving to the Contractor such indemnity and security as the Contractor shall reasonably require, the Contractor shall allow the Sub-Contractor to use the Contractor's name, and if necessary will join with the Sub-Contractor as claimant in any arbitration proceedings by the Sub-Contractor in respect of the said matters complained of by the Sub-Contractor.

### 26. Right of Sub-Contractor to obtain Payment

If the Contractor shall fail to make any payment to the Sub-Contractor as herein before provided and such failure shall continue for seven days after the Sub-Contractor shall have given the Contractor written notice of the same, then the Sub-Contractor may (but without prejudice to any other right or remedy) inform the Superintending Officer and Government may pay the same upon a certificate from the Superintending Officer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of Contract as between Government and the Sub-Contractor.

### 27. Special Interin Payment

If after the issue of the last Interim Certificate but before the issue of the Final Certificate in accordance with the Main Contract the Sub-Contractor shall have completed any work upon the Sub-Contract Works, he may request the Contractor in writing to make application to the Superintending Officer for Certificates certifying the value of the work executed upon the Sub-Contract Works, and the Contractor shall make such application.

The provisions of this Clause shall apply to such Certificates as if they were Certificates of payment expressly provided for in the Main Contract.

### 28. Final Payment to the Sub-Contractor

(a) If before the issue of a Final Certificate to the Contractor under the Main Contract the Superintending Officer desires to secure final payment to the Sub-Contractor on completion of the Sub-Contract Works and in accordance with and subject to the provisions of the Main Contract relating to prime cost and provisional sums issues a Certificate to the Contractor including an amount to cover such final payment, then the Contractor shall pay to the Sub-Contractor the amount so certified by the Superintending Officer as aforesaid, but such payment shall only be made if the Sub-Contractor indemnifies and secures the Contractor to the reasonable satisfaction of the Contractor against all latent defects in the Sub-Contract Works and if by such final payment the Contractor will be discharged under the Main Contract from all liabilities in respect of the Sub-Contract Works except for any latent defects.

(b) If and to the extent that the amount retained by Government in accordance with the Main Contract includes any Retention Money the Contractor's interest in such money is fiduciary as trustee for the Sub-Contractor and if the Contractor attempts or purports to mortgage or otherwise charge such interest or his interest in the whole of the amount retained as aforesaid (otherwise than by floating charge if the Contractor is a limited company) the Contractor shall thereupon immediately set aside and become a trustee for the Sub-Contractor of a sum equivalent to the Retention Money and shall pay the same to the Sub-Contractor on demand; provided that upon payment of the same to the Sub-Contractor the amount due to the Sub-Contractor upon final payment under this Sub-Contract shall be reduced accordingly by the amount so paid.

### 29. Sub-Contractor's Claim to Rights and Benefits under the Main Contract

The Contractor will so far as he lawfully can at the request and cost of the Sub-Contractor obtain for him any rights or benefits of the Main Contract so far as the same are applicable to the Sub-Contract Works but not further or otherwise.



### 30. Arbitration

Provided always that in case any dispute or difference except a dispute or difference as to rates of wages or conditions of employment of workmen employed by the Sub-Contractor in and for the purpose of this Contract including workmen employed by authorized Sub-Contractors engaged directly by the Sub-Contractor shall arise between the Contractor and the Sub-Contractor, either during the progress or after completion of the Works or after the determination, abandonment, or breach of this Sub-Contract, as to the construction of this Sub-Contract or as to any matter or thing arising thereunder, or as to the withholding by the Contractor of any Certificate to which the Sub-Contractor may claim to be entitled, then either party shall give to the other notice in writing of such dispute or difference and such dispute or difference shall be referred to the arbitration and final decision of a person nominated and appointed by agreement between the Contractor and the Sub-Contractor or, in event of his death or unwillingness or inability to act, or if the Contractor and Sub-Contractor fail to agree, of an arbitrator nominated by the Superintending Officer, and the award of such Arbitrator shall be final and binding on the parties. Such reference, except on the question of certificates, shall not be commenced until after the completion or alleged completion of the Works, unless with the written consent of the Superintending Officer or the Contractor and in any case of the Sub-Contractor. Provided that in any such arbitration as is provided for in this clause any decision of the Superintending Officer which is final and binding on the Contractor under the Main Contract shall also be deemed final and binding between and upon the Contractor and Sub-Contractor. The Arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of any Arbitration Ordinance for the time being in force in the State.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

.....  
Contractor

.....  
Sub-Contractor



C

**This form to be used for Nominated Sub-Contracts  
where Quantities form/Do not form part of the Contract**

**THIS SUB-CONTRACT** is made the ..... day of ..... 19 .....

BETWEEN .....

of (or whose Registered Office is situate at) .....

(hereinafter called "the Contractor") of the one part and .....

of (or, whose registered office is situate at) .....

(hereinafter called "the Sub-Contractor") of the other part ;

SUPPLEMENTAL to Contract No. .... of 19..... (hereinafter referred to as "the Main Contract") made the ..... day of ..... 19..... BETWEEN ..... and his successors in office for and on behalf of the Government of Brunei Darussalam (hereinafter called the "Government") of the one part and the Contractor of the other part ;

WHEREAS the Contractor desires to have executed the Works of which particulars are set out in Part I of the Appendix to this Sub-Contract (hereinafter referred to as "the Sub-Contract Works") and which form part of the Works (hereinafter referred to as "the Main Contract Works") comprised in and to be executed in accordance with the Main Contract and any authorized variations of the Sub-Contract Works ;

AND WHEREAS the Sub-Contractor has had reasonable opportunity of inspecting the Main Contract or a copy thereof except the detailed prices of the Contractor included in Schedules and Bills of Quantities ;

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :—

**1. Notice of the Main Contract to the Sub-Contractor**

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**2. Execution of the Sub-Contract Works**

The Sub-Contractor shall execute and complete the Sub-Contract Works subject to and in accordance with this Sub-Contract in all respects to the reasonable satisfaction of the Contractor and of the Superintending Officer for the time being under the Main Contract and in conformity with all the reasonable directions and requirements of the Contractor including all reasonable rules of the Contractor (so far as they may apply) for the time being regulating the due carrying out of the Main Contract Works.

**3. Provision of Water, etc., for Sub-Contract Works**

If and so far as it is so provided in the Main Contract (but not otherwise) the Contractor shall supply at his own cost all necessary water, lighting, watching and attendance for the purposes of the Sub-Contract Works. Subject as aforesaid the Sub-Contractor shall make all necessary provision in regard to the said matters and each of them.

**4. Temporary Workshops, etc.**

Save as otherwise provided in the Main Contract, the Sub-Contractor at his own expense shall provide and erect all necessary workshop, sheds or other buildings for his employees and workmen at such places on the site as the Contractor shall appoint and the Contractor agrees to give all reasonable facilities to the Sub-Contractor for such erection.

**5. Sub-Contractor's User of Scaffolding of Contractor**

The Sub-Contractor, his employees and workmen in common with all other persons having the like right shall for the purposes of the Sub-Contract Works (but not further or otherwise) be entitled to use any scaffolding belonging to or provided by the Contractor, while it remains so erected upon the site.





قندوان ققورسن كونتريک  
جياتن کرج راي

PUBLIC WORKS DEPARTMENT  
CONTRACT ADMINISTRATION GUIDE





Ruj. / Ref.

Tarikh / Date :

SURAT PENERIMAAN TAWARAN  
LETTER OF ACCEPTANCE OF A TENDER

REGISTERED / BERDAFTAR

Tetuan / Messrs

Tetuan / Messrs

Bil. Tawaran :  
Tender No. :

Ruj. Kebenaran Tawaran & Tarikh :  
Tender Approval Ref. & Date:

Nama Projek :  
Project Title :

- Kami dengan hormatnya memaklumkan kepada tetuan bahawa Tawaran tetuan berjumlah \$ (termasuk including) untuk Jumlah Harga Tunggal dan Jumlah Sementara dengan Tempoh Penyiapan selama \$ for P.C. and Provisional Sums) with a Completion Period of telah diterima dan tetuan diminta untuk memulai ☐ Kerja-Kerja / ☐ Perkhidmatan\* seberapa segera yang boleh. Satu set Working Drawings, Specification and other Documents are available at this office and may be collected at this office at your convenience. Dokumen-Dokumen Kontrak yang formal sedang disediakan dan tetuan akan dimaklumkan apabila hanya siap untuk ditandatangani. Formal Contract Documents are being prepared and you will be informed when they are ready for signature.
- Tarikh tetuan dibolehkan ☐ mengambil alih / ☐ memasuki\* Tapakbina dalam tempoh satu (1) minggu dari tarikh tetuan The date on which you may possess / enter\* the Site within one (1) week from the date you menandatangani dokumen kontrak. Tarikh ini akan dikira sebagai Tarikh Permulaan Kontrak dan sebagai asas penetapan Tarikh Slap. sign the contract documents. This Date shall be taken as Commencement Date and as a basis for ascertaining the Completion Date.
- Sebelum memulakan ☐ Kerja-Kerja / ☐ Perkhidmatan\*, tetuan dikehendaki untuk menyerahkan wang tunai atau Jaminan Bank Before commencing the Works / Services \*, you are required to deposit a cash amount or approved Bank Guarantee berjumlah \$ , yang sah laku dalam Tempoh Penyiapan dan sekurang-kurangnya sehingga satu (1) bulan selepas Tarikh Slap, of , which is valid during the Completion Period and at least up one (1) month after the Completion Date, Polisi-Polisi Tanggungan Awam, Pampasan Pekerja dan Insuran Kebakaran\* ke Pejabat Ini. Jika tetuan gagal dalam tempoh dua (2) bulan your Public Liability, Workmen's Compensation and Fire Insurance Policies\* at this Office. If you fail in this matter within two (2) months daripada tarikh surat ini, tetuan akan dikira menarik balik Tawaran tetuan. from the date of this letter, you will be deemed to have withdrawn your Tender.
- Jika tetuan bersetuju untuk menjalankan ☐ Kerja-Kerja / ☐ Perkhidmatan\* ini dengan Syarat-Syarat di atas, sila isi dengan lengkap If you agree to proceed with the Works / Services\* under the above Conditions, please complete and sign the pengakuan di muka 2/2 dan kembalikan ke Pejabat Ini, untuk dimasukkan ke dalam Dokumen-Dokumen Kontrak Bil. acknowledgement on page 2/2 and return to this Office, for inclusion in the PWD Contract Documents
- Jika pengakuan yang lengkap tidak diterima oleh Pejabat Ini dalam masa sepuluh (10) hari dari tarikh surat ini, Penerimaan Tawaran tetuan If the completed acknowledgement is not received at this Office within ten (10) days from the date of this letter, the Acceptance of your Tender mungkin akan ditarik balik. may be withdrawn.

Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya / for Director General of Public Works

s.k. / c.c.: Setiausaha Tetap Kementerian Pembangunan / Ketua Divisyen Perancangan Dasar bagi Infrastruktur dan Industri Pembinaan, Kementerian Pembangunan / Ketua Pengarah Kerja Raya, JKR / Bahagian / Unit Keselamatan, JKR / Ketua Bahagian Kewangan, JKR / Jurukira Agung / Juruaudit Agung / Pengarah Biro Mencegah Rasuah

# Tidak diperlukan untuk Kontrak Perkhidmatan  
Not required for Services Contract

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



**PENGAKUAN  
ACKNOWLEDGEMENT**

**Kepada :** **Ketua Pengarah Kerja Raya**  
**To :** Director General of Public Works  
Negara Brunei Darussalam

(UP : Pengarah )  
(Attn. : Director of )

**Nama Projek :**  
Project Title :

**Saya mengaku menerima Surat Penerimaan Tawaran rujukan**  
I acknowledge receipt of your Letter of Acceptance reference

**dan mengesahkan bahawa**  
and confirm that

**saya akan menjalankan** ☐ **Kerja-Kerja /** ☐ **Perkhidmatan \* itu mengikut Syarat-Syarat yang dinyatakan.**  
I shall proceed with the Works / Services \* under the Conditions set out therein.

**Dokumen ini dirujuk dalam Bil. Kontrak J.K.R.**  
This Document is referred to in P.W.D. Contract No.

**Nama Syarikat :**  
Company Name :

.....  
**Nama dan Bil. Kad Pengenalan Kontraktor**  
Name and I.C. No. of Contractor

.....  
**Nama dan Bil. Kad Pengenalan Saksi**  
Name and I.C. No. of Witness

.....  
**Tandatangan dan Cop Rasmi Kontraktor**  
Signature and Official Stamp of Contractor

.....  
**Tandatangan dan Cop Rasmi Saksi**  
Signature and Official Stamp of Witness

**Alamat :**  
Address : .....

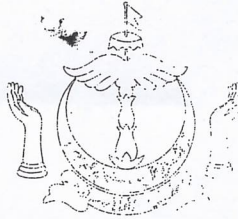
**Mei-E :**  
E-Mail : .....

\* **Sila tanda X mana yang berkenaan**  
Please mark X whichever is applicable

**s.k. / c.c. :** Setiausaha Tetap Kementerian Pembangunan / Ketua Divisyen Perancangan Dasar bagi Infrastruktur dan Industri  
Pembinaan, Kementerian Pembangunan / Ketua Pengarah Kerja Raya, JKR / Bahagian / Unit Keselamatan, JKR /  
Ketua Bahagian Kewangan, JKR / Jurukira Agung / Juruaudit Agung / Pengarah Biro Mencegah Rasuah



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتن كرج راي  
كمترين قمبراؤون  
نكارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

Tetuan / Messrs

Bil. Kontrak :  
Contract No. :

Nama Projek :  
Project Title :

Sebagai lanjutan kepada Surat Penerimaan Tawaran rujukan  
Further to the Letter of Acceptance reference

bertarikh  
dated

sukacita dimaklumkan bahawa Dokumen-Dokumen Kontrak bagi projek tersebut di atas telah pun siap sedia  
I am pleased to inform you that the Contract Documents for the above project are ready

untuk ditandatangani. Sila hadir ke Unit Kontrak, Jabatan  
for signing. Please come to the Contract Unit, Department of

dan bawa bersama  
with your,

Polisi-Polisi Insuran dan Jaminan Bank, jika tetuan belum lagi mengemukakan dan dapatkan perjanjian untuk  
Insurance Policies and Bank Guarantee, if not submitted yet and obtain your appointment for

menandatangani kontrak di atas.  
signing the above contract.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya  
for Director General of Public Works

s.k. / c.c. : YPP / Bahagian



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

Tetuan / Messrs

Bil. Kontrak :  
Contract No. :

Nama Projek :  
Project Title :

Sebagai lanjutan kepada Surat Penerimaan Tawaran rujukan  
Further to the Letter of Acceptance reference

bertarikh  
dated

dan surat JKR/POST/11B bertarikh  
and letter JKR/POST/11B dated

, dengan ini diingatkan bahawa  
, this is to remind you that

Dokumen-Dokumen Kontrak bagi projek tersebut di atas telah pun siap sedia untuk ditandatangani. Sila hadir  
the Contract Documents for the above project are ready for for signing. Please come to

ke Unit Kontrak, Jabatan  
the Contract Unit, Department of

, dan bawa bersama Polisi-Polisi Insuran dan  
, with your Insurance Policies and

Jaminan Bank, jika tetuan belum lagi mengemukakanya dan dapatkan perjanjian untuk menandatangani  
Bank Guarantee, if not submitted yet and to obtain your appointment for signing

kontrak di atas. Ini adalah Peringatan Yang Terakhir. Jika tetuan tidak berbuat demikian dalam tempoh 10 hari  
the above contract. This is a Final Reminder. If you fail to do so within 10 days

dari tarikh surat ini, maka Surat Penerimaan tersebut akan dibatalkan.  
from the date of this letter, the Letter of Acceptance will be withdrawn.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya  
for Director General of Public Works

s.k. / c.c.: Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian  
Juruaudit Agung





Ruj. / Ref.

Tarikh / Date :

**SURAT PENERIMAAN TAWARAN**  
**LETTER OF ACCEPTANCE OF A TENDER**

**BERDAFTAR / REGISTERED**

**Tetuan / Messrs**

**Tetuan / Messrs**

**Bil. Tawaran :**  
Tender No. :

**Ruj. Kebenaran Tawaran & Tarikh :**  
Tender Approval Ref. & Date:

**Nama Projek :**  
Project Title :

1. Kami dengan hormatnya memaklumkan kepada tetuan bahawa Tawaran tetuan berjumlah \$  
We have the honour to inform you that your Tender amounting to

(termasuk \$  
(including

untuk Jumlah Harga Tunggal dan Jumlah Sementara) dengan  
for P.C. and Provisional Sums) with a

Tempoh Penyiapan selama  
Completion Period of

telah diterima dan tetuan diminta untuk memulal  
is accepted and you are requested to proceed with the

☐ Kerja-Kerja /  
Works /

☐ Perkhidmatan\* seberapa segera yang boleh.  
Services \* as soon as possible.

2. Tetuan dikehendaki You ☐ mengambil alih / ☐ memasuki\* Tapakbina dalam tempoh satu (1) minggu dari tarikh tetuan  
are requested to possess / enter\* the Site within one (1) week from the date you

menandatangani dokumen kontrak. Tarikh ini akan dikira sebagai Tarikh Permulaan Kontrak dan sebagai asas penetapan  
sign the contract documents. This Date shall be taken as Commencement Date and as a basis for ascertaining the

Tarikh Slap.  
Completion Date.

3. Sebelum memulakan ☐ Kerja-Kerja / ☐ Perkhidmatan\*, tetuan dikehendaki untuk menyerahkan  
Before commencing with the Works / Services\*, you are required to submit

Polisi-Polisi Tanggungan Awam, Pampasan Pekerja dan Insuran Kebakaran\* ke Pejabat Ini. Jika tetuan gagal dalam tempoh dua (2) bulan  
Public Liability, Workmen's Compensation and Fire Insurance Policies\* at this Office. If you fail in this matter within two (2) month

daripada tarikh surat ini, tetuan akan dikira menarik balik Tawaran tetuan.  
from the date of this letter, you will be deemed to have withdrawn your Tender.

4. Sila kembalikan surat ini ke Pejabat Ini setelah mengisi dengan lengkap pengakuan di muka surat 2/2 untuk dimasukkan  
Please return this letter to this Office after completing and signing the acknowledgement on page 2/2 for inclusion

ke dalam Dokumen-Dokumen Kontrak Bil.  
in the Contract Documents No.

5. Jika pengakuan yang lengkap tidak diterima oleh Pejabat Ini dalam masa sepuluh (10) hari dari tarikh surat ini, Penerimaan  
If the completed acknowledgement is not received at this Office within ten (10) days from the date of this letter, the Acceptance

Tawaran tetuan mungkin akan ditarik balik.  
of your Tender may be withdrawn.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / Ketua Divisyen Perancangan Dasar bagi Infrastruktur dan Industri  
Pembinaan, Kementerian Pembangunan / Ketua Pengarah Kerja Raya, JKR / Bahagian / Unit Keselamatan,  
JKR / Ketua Bahagian Kewangan, JKR / Jurukira Agung / Juruaudit Agung / Pengarah Biro Mencegah Rasuah

# Tidak diperlukan untuk Kontrak Perkhidmatan Kecil  
Not required for Services Contract

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



**PENGAKUAN  
ACKNOWLEDGEMENT**

Kepada : Ketua Pengarah Kerja Raya  
To : Director General of Public Works  
Negara Brunei Darussalam

(UP : Pengarah )  
(Attn : Director of )

Nama Projek :  
Project Title :

Saya mengaku menerima Surat Penerimaan Tawaran rujukan  
I acknowledge receipt of your Letter of Acceptance reference

dan mengesahkan bahawa saya akan  
and confirm that I shall proceed with

menjalankan ☐ Kerja-Kerja / ☐ Perkhidmatan\* itu mengikut Syarat-Syarat yang dinyatakan.  
proceed with the Works / Services\* under the Conditions set out therein.

Dokumen ini dirujuk dalam Bil. Kontrak J.K.R.  
This Document is referred to in P.W.D. Contract No.

Nama Syarikat : .....  
Company Name :

.....  
Nama dan Bil. Kad Pengenalan Kontraktor  
Name and I.C. No. of Contractor

.....  
Nama dan Bil. Kad Pengenalan Saksi  
Name and I.C. No. of Witness

.....  
Tandatangan dan Cop Rasmi Kontraktor  
Signature and Official Stamp of Contractor

.....  
Tandatangan dan Cop Rasmi Saksi  
Signature and Official Stamp of Witness

Alamat :  
Address : .....

Mel-E :  
E-Mail : .....

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / Ketua Divisyen Perancangan Dasar bagi Infrastruktur dan Industri  
Pembinaan, Kementerian Pembangunan / Ketua Pengarah Kerja Raya, JKR / Bahagian / Unit Keselamatan, JKR /  
Ketua Bahagian Kewangan, JKR / Jurukira Agung / Juruaudit Agung / Pengarah Biro Mencegah Rasuah



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتن كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

NOTIS MEMILIKI TAPAKBINA  
NOTICE OF POSSESSION OF SITE

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Dengan ini disahkan bahawa Tarikh ☐ Memiliki / ☐ Memasuki\* Tapakbina ialah pada  
This is to confirm that the Date of Possession / Entry\* of Site is on

dan tarikh ini diambil kira sebagai Tarikh Permulaan Kontrak.  
and this date is considered as the Date of Commencement of Contract.

Penyerahan tapakbina telah dihadiri oleh :-  
The site hand-over was attended by the following :-

Tetuan diingatkan bahawa Tempoh Penyiapan Kontrak ialah  
You are reminded that the Contract Period is

☐ minggu / ☐ bulan\*.  
weeks / months\*.

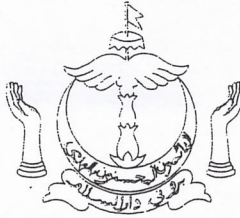
Tarikh Penyiapan ialah  
The Date of Completion is

.....  
Pegarah / Director of  
b.p. Ketua Pegarah Kerja Raya / for Director General of Public Works

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian / Jurukira, JKR  
Pegarah Perkhidmatan Kewangan

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable





Ruj. / Ref.

Tarikh / Date :

SIJIL KELAMBATAN MEMILIKI TAPAKBINA  
CERTIFICATE OF DELAY OF POSSESSION OF SITE

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Menurut Fasal ☐ 28(c)/ ☐ 29(c)/ ☒ 26(c)\* Syarat-Syarat Kontrak, dengan ini disahkan bahawa Tarikh  
In accordance with Clause 28(c) / 29(c) / 26(c)\* of the Conditions of Contract, it is hereby certified that the Date of

☐ Memiliki ☐ / Memasuki\* Tapakbina ialah pada dan Tarikh yang Disahkan ini akan diambil kira  
Possession Entry\* of Site is on and such Certified Date shall be considered

sebagai Tarikh Permulaan Kontrak. Tarikh Pindaan Bagi Penyiapan Kontrak kini  
adalah  
as the Date of Commencement. The Revised Date of Completion is now on

Tetuan diingatkan bahawa tetuan tidak berhak membuat apa-apa tuntutan kerugian.  
You are reminded that you are not entitled to claim for any loss or damages.

Tetuan dengan ini diminta menandatangani persetujuan tetuan di bawah; dan mengembalikan kepada Jabatan ini dalam masa  
You are hereby requested to sign your agreement below and return to the Department within

TUJUH (7) HARI dari tarikh surat ini.  
SEVEN (7) DAYS from the date of this letter.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya / for Director General of Public Works

Saya/Kami yang bertandatangan di bawah dengan ini memahami dan bersetuju dengan syarat-syarat yang dikemukakan di atas.  
I / We the undersigned hereby understand and agree to the conditions stipulated above.

.....  
Nama dan Bil. Kad Pengenalan Kontraktor  
Name and I.C. No. of Contractor

.....  
Tandatangan Kontraktor dan Cop Rasmi  
Contractor's Signature and Official Stamp

Tarikh :  
Date : .....

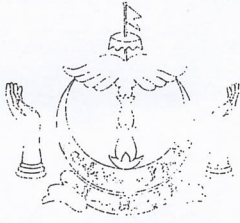
s.k. / c.c. Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable  
Works / Services



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جياتر كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

SIJIL KELAMBATAN MEMILIKI TAPAKBINA  
CERTIFICATE OF DELAY OF POSSESSION OF SITE

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Menurut Fasal ☐ 28(c) / ☐ 29(c) / ☐ 26(c)\* Syarat-Syarat Kontrak, dengan ini disahkan bahawa Tarikh  
In accordance with Clause 28(c) / 29(c) / 26(c)\* of the Conditions of Contract, it is hereby certified that the Date of

☐ Memiliki ☐ / Memasuki\* Tapakbina ialah pada dan Tarikh yang Disahkan ini akan diambil kira  
Possession / Entry\* of Site is on and such Certified Date shall be considered

sebagai Tarikh Permulaan Kontrak. Tarikh Pindaan Bagi Persiapan Kontrak kini adalah  
as the Date of Commencement. The Revised Date of Completion is now on

Tetuan diingatkan bahawa tetuan tidak berhak membuat apa-apa tuntutan kerugian.  
You are reminded that you are not entitled to claim for any loss or damages.

Tetuan dengan ini diminta menandatangani persetujuan tetuan di bawah, dan mengembalikan kepada Jabatan ini dalam masa  
You are hereby requested to sign your agreement below and return to the Department within

TUJUH (7) HARI dari tarikh surat ini.  
SEVEN (7) DAYS from the date of this letter.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya / for Director General of Public Works

Saya/Kami yang bertandatangan di bawah dengan ini memahami dan bersetuju dengan syarat-syarat yang dikemukakan di atas.  
I / We the undersigned hereby understand and agree to the conditions stipulated above.

.....  
Nama dan Bil. Kad Pengenalan Kontraktor  
Name and I.C. No. of Contractor

.....  
Tandatangan Kontraktor dan Cop Rasmi  
Contractor's Signature and Official Stamp

Tarikh :  
Date : .....

s.k. / c.c. Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable





Ruj. / Ref.

Tarikh / Date :

**SURAT PENERIMAAN TAWARAN**  
**LETTER OF ACCEPTANCE OF A TENDER**

**BERDAFTAR / REGISTERED**

**Tetuan / Messrs**

**Tetuan / Messrs**

**Bil. Tawaran :**  
**Tender No. :**

**Ruj. Kebenaran Tawaran & Tarikh :**  
**Tender Approval Ref. & Date:**

**Nama Projek :**  
**Project Title :**

- Kami dengan hormatnya memaklumkan kepada tetuan bahawa Tawaran tetuan berjumlah \$  
We have the honour to inform you that your Tender amounting to \$  
dengan Tempoh Penghantaran selama telah diterima dan tetuan diminta untuk  
with a Completion Period of is accepted and you are requested to proceed with  
membekalkan seberapa segera yang boleh.  
the Supply as soon as possible.
- Tarikh Permulaan Kontrak akan dikira dari satu (1) minggu dari tarikh dokumen kontrak ditandatangani dan sebagai  
The Start Date of the Contract will be one (1) week from the date of this letter and as  
asas penetapan Tarikh Siap.  
a basis for ascertaining the Completion Date.
- Sebelum memulakan pembekalan tetuan dikehendaki untuk menyerahkan wang tunai atau Jaminan Bank  
Before commencing the Supply you are required to deposit a cash amount or approved Bank Guarantee  
berjumlah \$ , yang sah laku dalam Tempoh Penyediaan dan sekurang-kurangnya sehingga satu (1) bulan  
of , which is valid during the Completion Period and at least up one (1) month  
selepas Tarikh Siap, ke Pejabat ini. Jika tetuan gagal dalam tempoh dua (2) bulan daripada tarikh surat ini,  
after the Completion Date, at this Office. If you fail in this matter within two (2) months from the date of this letter,  
tetuan akan dikira menarik balik Tawaran tetuan.  
you will be deemed to have withdrawn your Tender.
- Jika tetuan bersetuju untuk membekalkan dengan Syarat-Syarat di atas, sila isi dengan lengkap pengakuan di muka 2/2  
If you agree to proceed with the Supply under the above Conditions, please complete and sign the acknowledgement on page 2/2  
dan kembalikan ke Pejabat ini, untuk dimasukkan ke dalam Dokumen-Dokumen Kontrak Bil.  
and return to this Office, for inclusion in the PWD Contract Documents
- Jika pengakuan yang lengkap tidak diterima oleh Pejabat ini dalam masa sepuluh (10) hari dari tarikh surat ini,  
If the completed acknowledgement is not received at this Office within ten (10) days from the date of this letter,  
Penerimaan Tawaran tetuan mungkin akan ditarik balik.  
the Acceptance of your Tender may be withdrawn.

.....  
**Pengarah** / Director of  
**b.p. Ketua Pengarah Kerja Raya** / for Director General of Public Works

**s.k. / c.c. :** Setiausaha Tetap Kementerian Pembangunan / Ketua Divisyen Perancangan Dasar bagi Infrastruktur dan Industri  
Pembinaan, Kementerian Pembangunan / Ketua Pengarah Kerja Raya, JKR / Bahagian / Unit Keselamatan,  
JKR / Ketua Bahagian Kewangan, JKR / Jurukira Agung / Juruaudit Agung / Pengarah Biro Mencegah Rasuah

Supply

JKR/POST/16B-2A  
1/2



**PENGAKUAN  
ACKNOWLEDGEMENT**

**Kepada :** Ketua Pengarah Kerja Raya  
**To :** Director General of Public Works  
Negara Brunei Darussalam

(UP : Pengarah )  
(Attn : Director of )

**Nama Projek :**  
Project Title :

**Saya mengaku menerima Surat Penerimaan Tawaran rujukan**  
I acknowledge receipt of your Letter of Acceptance reference

**dan mengesahkan bahawa saya**  
and confirm that I

**akan membekalkan mengikut Syarat-Syarat yang dinyatakan.**  
shall supply under the Conditions set out therein.

**Dokumen ini dirujuk dalam Bil. Kontrak J.K.R.**  
This Document is referred to in P.W.D. Contract No.

**Nama Syarikat :**  
Company Name : .....

.....  
**Nama dan Bil. Kad Pengenalan Kontraktor**  
Name and I.C. No. of Contractor

.....  
**Nama dan Bil. Kad Pengenalan Saksi**  
Name and I.C. No. of Witness

.....  
**Tandatangan dan Cop Rasmi Kontraktor**  
Signature and Official Stamp of Contractor

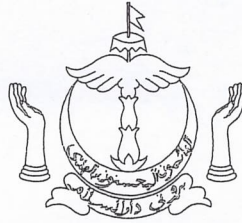
.....  
**Tandatangan dan Cop Rasmi Saksi**  
Signature and Official Stamp of Witness

**Alamat :**  
Address : .....

**Mel-E :**  
E-Mail : .....

**s.k. / c.c. :** Setiausaha Tetap Kementerian Pembangunan / Ketua Divisyen Perancangan Dasar bagi Infrastruktur dan Industri  
Pembinaan, Kementerian Pembangunan / Ketua Pengarah Kerja Raya, JKR / Bahagian / Unit Keselamatan, JKR /  
Ketua Bahagian Kewangan, JKR / Jurukira Agung / Juruaudit Agung / Pengarah Biro Mencegah Rasuah





Ruj. / Ref.

Tarikh / Date :

**SURAT PENERIMAAN TAWARAN**  
**LETTER OF ACCEPTANCE OF A TENDER**

**BERDAFTAR / REGISTERED**

**Tetuan / Messrs**

**Tetuan / Messrs**

**Bil. Tawaran :**  
**Tender No. :**

**Ruj. Kebenaran Tawaran & Tarikh :**  
**Tender Approval Ref. & Date:**

**Nama Projek :**  
**Project Title :**

- Kami dengan hormatnya memaklumkan kepada tetuan bahawa Tawaran tetuan berjumlah**  
**We have the honour to inform you that your Tender amounting to** \$

**dengan Tempoh Penghantaran selama** **telah diterima dan tetuan diminta untuk**  
**with a Completion Period of** **is accepted and you are requested to proceed with**

**membekalkan seberapa segera yang boleh.**  
**the Supply as soon as possible.**
- Tarikh Permulaan Kontrak akan dikira dari satu (1) minggu dari tarikh dokumen kontrak ditandatangani dan sebagai**  
**The Start Date of the Contract will be one (1) week from the date of this letter and as**

**asas penetapan Tarikh Siap.**  
**A basis for ascertaining the Completion Date.**
- Jika tetuan bersetuju untuk membekalkan dengan Syarat-Syarat di atas, sila isi dengan lengkap pengakuan di muka 2/2**  
**If you agree to proceed with the Supply under the above Conditions, please complete and sign the acknowledgement on page 2/2**

**dan kembalikan ke Pejabat ini, untuk dimasukkan ke dalam Dokumen-Dokumen Kontrak Bil.**  
**and return to this Office, for inclusion in the PWD Contract Documents**
- Jika pengakuan yang lengkap tidak diterima oleh Pejabat ini dalam masa sepuluh (10) hari dari tarikh surat ini,**  
**If the completed acknowledgement is not received at this Office within ten (10) days from the date of this letter,**

**Penerimaan Tawaran tetuan mungkin akan ditarik balik.**  
**the Acceptance of your Tender may be withdrawn.**

.....  
**Pengarah** / Director of  
**b.p. Ketua Pengarah Kerja Raya / for Director General of Public Works**

**s.k. / c.c. :** Setiausaha Tetap Kementerian Pembangunan / Ketua Divisyen Perancangan Dasar bagi Infrastruktur dan Industri  
Pembinaan, Kementerian Pembangunan / Ketua Pengarah Kerja Raya, JKR / Bahagian / Unit Keselamatan,  
JKR / Ketua Bahagian Kewangan, JKR / Jurukira Agung / Juruaudit Agung / Pengarah Biro Mencegah Rasuah



**PENGAKUAN  
ACKNOWLEDGEMENT**

**Kepada :** Ketua Pengarah Kerja Raya  
**To :** Director General of Public Works  
Negara Brunei Darussalam

(UP : Pengarah )  
(Attn : Director of )

**Nama Projek :**  
Project Title :

**Saya mengaku menerima Surat Penerimaan Tawaran rujukan**  
I acknowledge receipt of your Letter of Acceptance reference

**dan mengesahkan bahawa saya**  
and confirm that I

**akan membekalkan mengikut Syarat-Syarat yang dinyatakan.**  
shall supply under the Conditions set out therein.

**Dokumen ini dirujuk dalam Bil. Kontrak J.K.R.**  
This Document is referred to in P.W.D. Contract No.

**Nama Syarikat :**  
Company Name : .....

.....  
**Nama dan Bil. Kad Pengenalan Kontraktor**  
Name and I.C. No. of Contractor

.....  
**Nama dan Bil. Kad Pengenalan Saksi**  
Name and I.C. No. of Witness

.....  
**Tandatangan dan Cop Rasmi Kontraktor**  
Signature and Official Stamp of Contractor

.....  
**Tandatangan dan Cop Rasmi Saksi**  
Signature and Official Stamp of Witness

**Alamat :**  
Address : .....

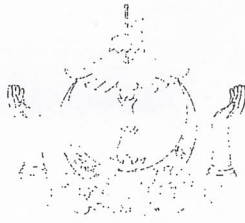
**Mel-E :**  
E-Mail : .....

**s.k. / c.c. :** Setiausaha Tetap Kementerian Pembangunan / Ketua Divisyen Perancangan Dasar bagi Infrastruktur dan Industri  
Pembinaan, Kementerian Pembangunan / Ketua Pengarah Kerja Raya, JKR / Bahagian / Unit Keselamatan, JKR /  
Ketua Bahagian Kewangan, JKR / Jurukira Agung / Juruaudit Agung / Pengarah Biro Mencegah Rasuah



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

SIJIL KELAMBATAN MEMILIKI TAPAKBINA  
CERTIFICATE OF DELAY OF POSSESSION OF SITE

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Dengan ini disahkan bahawa Tarikh ☐ Memiliki / ☐ Memasuki\* Tapakbina ialah pada  
This is to confirm that the Date of Possession / Entry\* of Site is on

dan Tarikh ini  
and such Date

akan diambil kira sebagai Tarikh Permulaan Kontrak.  
shall be considered as the Date of Commencement.

Tarikh Pindaan Bagi Persiapan Kontrak kini adalah  
The Revised Date of Completion is now on

Tetuan diingatkan bahawa tetuan tidak berhak membuat apa-apa tuntutan kerugian.  
You are reminded that you are not entitled to claim for any loss or damages.

Tetuan dengan ini diminta menandatangani persetujuan tetuan di bawah, dan mengembalikan kepada Jabatan ini dalam masa  
You are hereby requested to sign your agreement below and return to the Department within

TUJUH (7) HARI dari tarikh surat ini.  
SEVEN (7) DAYS from the date of this letter.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya / for Director General of Public Works

Saya / Kami yang bertandatangan di bawah dengan ini memahami dan bersetuju dengan syarat-syarat yang dikemukakan di atas.  
I / We the undersigned hereby understand and agree to the conditions stipulated above.

.....  
Nama dan Bil. Kad Pengenalan Kontraktor  
Name and I.C. No. of Contractor

.....  
Tandatangan Kontraktor dan Cop Rasmi  
Contractor's Signature and Official Stamp

Tarikh :  
Date : .....

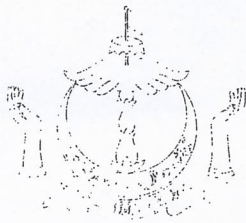
s.k. / c.c. Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

SURAT PEMBATALAN TAWARAN  
LETTER OF WITHDRAWAL OF A TENDER

BERDAFTAR / REGISTERED

Tetuan / Messrs

Tetuan / Messrs

Bil. Tawaran :  
Tender No. :

Nama Projek :  
Project Title :

Dengan hormatnya merujuk Surat Penerimaan Tawaran JKR/POST/  
With reference to the Letter of Acceptance JKR/POST/

, rujukan  
, reference

bertarikh  
dated

, kami mengesahkan bahawa tetuan telah gagal mengembalikan pengakuan  
, we note that you have failed to return the acknowledgement of receipt of

penerimaan surat di atas dan mengesahkan bahawa tetuan akan menjalankan  
the above letter and confirm that you will proceed with the

☐ Kerja-Kerja /  
Works /

☐ Perkhidmatan /  
Services /

☐ Pembekalan\* itu mengikut Syarat-Syarat yang dinyatakan, maka Surat Penerimaan Tawaran  
Supply\* under the Conditions set out therein, hence the Letter of Acceptance

JKR/POST/  
JKR/POST/

adalah dengan ini dibatalkan.  
is hereby withdrawn.

Pengarah

/ Director of

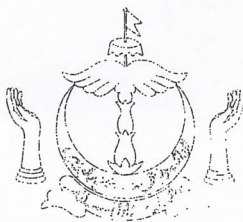
b.p. Ketua Pengarah Kerja Raya / for Director General of Public Works

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian  
Juruaudit Agung

/ Jurukira, JKR

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتر كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

ARAHAN PEGAWAI PENGUASA BIL.  
S.O.'S INSTRUCTION NO.

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Projek :  
Project No. :

Di bawah butir-butir Bil. Kontrak  
Under the terms of the Contract No.

saya keluarkan arahan-arahan berikut.  
I issue the following instructions.

Bil. / No.	Arahan-arahan / Instructions

Arahan-arahan ini tidak akan mengakibatkan perubahan kepada jumlah kontrak, tambahan masa atau  
These instructions do not constitute any cost variation, extension of time or

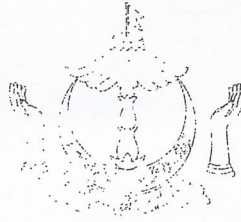
tuntutan-tuntutan kerugian yang lain.  
any other claim for loss and expense.

( )  
b.p. Pengarah / for Director of

s.k. / c.c. : Pengarah , JKR



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتر طرح راي  
كمنترين قمبراغونر  
نظارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAHA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

SIJIL BAYARAN KEMAJUAN BIL.  
PROGRESS PAYMENT CERTIFICATE NO.

Nama Projek :  
Project Title :

Ruj:  
Ref :

Bil. Kontrak J.K.R. :  
P.W.D. Contract No. :

Bil. Tajuk:  
Vote No :

		JUMLAH KONTRAK / CONTRACT SUM	\$
1.	PESANAN PERUBAHAN / VARIATION ORDERS : -		
	Bil. No.	Jumlah Tambahan Total Addition	\$
	Bil. No.	Jumlah Buangan Total Omission	\$
	Tambahan / Buangan Bersih Net Addition / Omission		\$
	Jumlah Kontrak Pindaan / Revised Contract Sum		\$
2.	RUMUSAN BAYARAN SUMMARY OF PAYMENT		
	Tarikh Penilaian Valuation Date		
a.	Nilai Value of	<input type="checkbox"/> Kerja-Kerja/ Works /	<input type="checkbox"/> Perkhidmatan/ Services/
		<input type="checkbox"/> Pembekalan* Yang Telah Siap (Lihat Lampiran) Supply * Done (See Attached)	\$
b.	Bahan-Bahan di Tapakbina (Lihat Lampiran) Materials on Site (See Attached)		\$
3.	TOLAK WANG TAHANAN / LESS RETENTION * (      % )		\$
4.	TOLAK BAYARAN TERDAHULU LESS PREVIOUS PAYMENT		\$
	Jumlah Keseluruhan yang boleh dibayar TOTAL AMOUNT PAYABLE		\$

DILULUSKAN / APPROVED : \$

Pengarah  
b.p. Ketua Pengarah Kerja Raya  
Negara Brunei Darussalam

Tarikh / Date :

\* Tidak diperlukan untuk Kontrak Perkhidmatan / Pembekalan  
Not applicable to Services Contract / Supply Contract

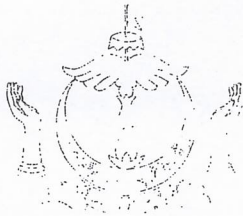
# Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

Nama dan Alamat Kontraktor :  
Name and Address of the Contractor :

s.k. / c.c : Kontraktor / Bahagian

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتريز قمبراغونر  
نكارا بروني دارالسلام

SIJIL BAYARAN SEBELUM TERAKHIR  
PENULTIMATE PAYMENT CERTIFICATE

Nama Projek :  
Project Title :

Ruj:  
Ref :

Bil. Kontrak J.K.R. :  
P.W.D. Contract No. :

Bil. Tajuk :  
Vote No :

		JUMLAH KONTRAK / CONTRACT SUM	\$
1.	PESANAN PERUBAHAN / VARIATION ORDERS :-		
	Bil. No.	Jumlah Tambahan Total Addition	\$
	Bil. No.	Jumlah Buangan Total Omission	\$
	Tambahan / Buangan Bersih Net Addition / Omission	\$	\$
	Jumlah Kontrak Terakhir / Final Contract Sum		\$
2.	TOLAK % (WANG TAHANAN MAKSIMA) LESS % (MAX. RETENTION)		\$
			\$
3.	TOLAK BAYARAN TERDAHULU LESS PREVIOUS PAYMENT		\$
			\$
		JUMLAH KESELURUHAN YANG BOLEH DIBAYAR TOTAL AMOUNT PAYABLE	\$

DILULUSKAN / APPROVED : \$

Pengarah  
b.p. Ketua Pengarah Kerja Raya  
Negara Brunei Darussalam

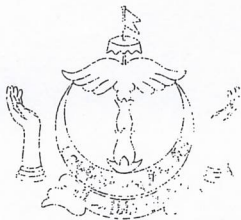
Tarikh / Date : .....

Nama dan Alamat Kontraktor :  
Name and Address of the Contractor :

s.k. / c.c. : Kontraktor / Bahagian / Juruaudit Agung



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتر. طرح راي  
كمنتري. قمبراؤونر  
نظارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

SIJIL BAYARAN TERAKHIR – PELEPASAN WANG TAHANAN  
FINAL PAYMENT CERTIFICATE – RELEASE OF RETENTION FUND

Nama Projek :  
Project Title :

Ruj:  
Ref :

Bil. Kontrak J.K.R. :  
P.W.D. Contract No. :

Bil. Tajuk :  
Vote No :

JUMLAH KONTRAK / CONTRACT SUM		\$
1.	PESANAN PERUBAHAN / VARIATION ORDERS	
Bil.	Jumlah Tambahan	\$
No.	Total Addition	
Bil.	Jumlah Buangan	\$
No.	Total Omission	
Tambahan / Buangan Bersih		\$
Net Addition / Omission		\$
Jumlah Kontrak Terakhir / Final Contract Sum		\$
2.	TOLAK BAYARAN TERDAHULU	\$
	LESS PREVIOUS PAYMENT	
JUMLAH KESELURUHAN YANG BOLEH DIBAYAR		\$
TOTAL AMOUNT PAYABLE		

DILULUSKAN / APPROVED : \$

Pengarah  
b.p. Ketua Pengarah Kerja Raya  
Negara Brunei Darussalam

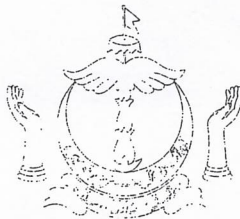
Tarikh / Date : .....

Nama dan Alamat Kontraktor :  
Name and Address of the Contractor :

s.k. / c.c. : Kontraktor / Bahagian / Juruaudit Agung

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر طرح راي  
كمنتريين قمبراؤون  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

PESANAN PERUBAHAN BIL.  
VARIATION ORDER NO.

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil Kontrak :  
Contract No :

Bil. Tajuk :  
Vote No.

Tetuan adalah dengan ini diperintah untuk menjalankan pekerjaan yang berikut seperti Lampiran A, menjadikan Perubahan kepada  
You are hereby instructed to carry out the following works as per Attachment A, resulting in a Variation to

Kontrak tetuan, menurut Syarat-Syarat Kontrak  
your Contract, in accordance with the Conditions of Contract.

Perubahan ini, akan menjadi Tambahan kepada / Potongan Dari\* Kontrak tetuan dan telah dinilai sebanyak Ringgit Brunei :  
This variation, will be an Addition / Omission\* to your Contract and has been valued at Brunei Dollars :

(B\$ )

jumlah yang mana akan  
the amount of which will be

☐ Ditambah kepada /  
Added To /

☐ Dipotong Dari\* jumlah Kontrak.  
Omitted From\* the Contract Sum.

Tetuan diminta menandatangani Pesanan Perubahan ini dan mengembalikan kepada Pegawai Penguasa.  
You are requested to sign this Variation Order and return to the Superintending Officer.

Ketua Pengarah Kerja Raya  
Director General of Public Works

Menteri Pembangunan  
Minister of Development

Pengarah  
Director of

s.k. / c.c. : YPP / Ketua Bahagian / Jurukira, JKR / Pengarah Perkhidmatan Kewangan / Juruaudit Agung

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

PENGAKUAN / ACKNOWLEDGEMENT

Saya, yang menurunkan tandatangan di bawah, dengan ini mengaku menerima butir-butir perubahan diatas dan bersetuju dengan  
I, the undersigned, hereby acknowledge of the Variation Order and agree to

penilaian yang tersebut diatas.  
the valued amount as stated above.

Saksi  
Witness

Kontraktor  
Contractor



# ATTACHMENT A

Page No.

V.O. No.

Contract No. :

Project Title :

Item	Description	BQ ref.	Unit	Rate	OMISSION			ADDITION		
					Qty	Tendered Amount		Qty	Final Account Amount	
						B\$	¢		B\$	¢

# MINIT

## APPLICATION FOR APPROVAL OF VARIATION ORDER

To : Director General of Public Works

PROJECT TITLE :

Vote No.	:		Original Contract Sum	:	\$
Scheme Value	:	\$	Approved V.O. Amount	:	\$
Contract No.	:		Revised Contract Sum	:	\$
V.O. No.	:		V.O. Amt. Pending Approval	:	\$
			(Attach Financial Statement if more than 1 V.O.)		
Amount	:	\$	Revised Contract Sum	:	\$
		(Addition / Omission)	(If all V.O.'s are approved)	:	\$
% of this V.O. to Original			% of all V.O.s over Original		
Contract Sum			Contract Sum		

1. WORKS INCLUDED IN THIS VARIATION ORDER / COMMENTS

2. REASON FOR VARIATION :

- |                                                                    |                                                                                   |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Client Requirement                        | <input type="checkbox"/> Adjustment of PC Sums                                    |
| <input type="checkbox"/> Requirement from Govt. Agencies           | <input type="checkbox"/> Design modification / Technical / Functional / Financial |
| <input type="checkbox"/> Items not included in Bills of Quantities | <input type="checkbox"/> B.O.Q. / Design Discrepancies                            |
| <input type="checkbox"/> Re-measurement of Quantities              | <input type="checkbox"/> Others (Pl. Specify)                                     |

3. BASIS OF COST / RATES

- ☐ Contract Rates or Pro-rata    ☐ PWD Schedule of Rates or Pro-Rata    ☐ Quotation / Agreed Rates

4. FUND AVAILABILITY

- ☐ Within Original Contract Sum    ☐ Not Available    ☐ Within Project Scheme Value
- ☐ Others (Pls. Specify)

5. E.O.T. IMPLICATION

E.O.T. may be required :                      days (if any)                      Commencement Date :  
Original Completion Date :                      Rev. Completion Date :

Date :

6. DIRECTOR'S COMMENTS / RECOMMENDATION

Date :

(Director of                      )

7. DG'S COMMENT

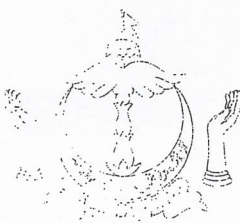
\*☐ APPROVED / ☐ NOT APPROVED / RECOMMENDED for approval by MOD

Date :

(Director General of Public Works)

\* Please mark X whichever is applicable





Ruj. / Ref.

Tarikh / Date :

SIJIL KERJA TIDAK SIAP  
CERTIFICATE OF NON-COMPLETION

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

1. Dengan ini adalah disahkan bahawa tetuan telah gagal menyiapkan  
It is hereby certified that you have failed to complete the ☐ Works / ☐ section of Works\* as  
Kerja-Kerja / sebahagian Kerja-Kerja\* yang  
tersebut di atas pada Tarikh Siap yang dinyatakan dalam Lampiran kepada Syarat-Syarat Kontrak ataupun dalam tempoh  
mentioned above by the Date of Completion stated in the Appendix to the Conditions of Contract or within  
lanjutan masa yang telah dibenarkan di bawah Fasal ☐ 30 / ☐ 31 / ☐ 11(a)\* Syarat-Syarat Kontrak iaitu  
any extended time approved under Clause 30 / 31 / 11(a)\* of the Conditions of Contract i.e.  
pada  
on
2. Menurut Fasal ☐ 29 / ☐ 30 / ☐ 11(a)\*\* Syarat-Syarat Kontrak, tetuan adalah dengan ini diberitahu  
In accordance with the Clause 29 / 30 / 11(a)\*\* of the Conditions of Contract, you are hereby informed  
bahawa tetuan bertanggungjawab untuk membayar atau memberikan kepada Kerajaan sejumlah wang yang dikira menurut  
that you are liable to pay or allow to the Government a sum calculated  
kadar yang dinyatakan dalam Lampiran kepada Syarat-Syarat Kontrak iaitu B\$ setiap hari sebagai  
at the rate stated in the Appendix to the Conditions of Contract i.e. per day as  
Denda Gantirugi Yang Ditentukan sepanjang tempoh yang mana ☐ Kerja-Kerja / ☐ sebahagian Kerja-Kerja\*  
Liquidated and Ascertained Damages for the period during which the said Works / section of the Works\*  
tersebut itu belum disiapkan sepenuhnya, dan saya akan mengesahkan supaya potongan dibuat dari apa-apa wang yang  
shall so and have remained incomplete, and I shall certify deduction for such damages from any monies due or which  
akan dibayar kepada tetuan daripada Kontrak ini.  
may become due to you under this Contract.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya  
for Director General of Public Works

.....  
( )

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

# Untuk Kontrak Kecil  
For Minor Works

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

**MINIT**  
**DELAYED PROJECT REPORT**

To : **Director of**  
Negara Brunei Darussalam

**1 PROJECT PARTICULARS**

Vote No. :

Contract No. :

Revised Contract Sum :

Project Title :

Contractor :

Date of Commencement :

Original Completion :

Approved EOT

No.    Period (days)    Reason

Revised Completion Date

**2 PROGRESS / DELAY DETAILS**

Original Contract Period :

Delay :                      %

Current Progress :

%

Time Elapsed :

%

Targeted Progress :

%

Expected Completion Date :

Reasons for Delay :

**3 ACTIONS TAKEN**

**4 PROPOSED ACTIONS TAKEN**

Please advise if you disagree with the above proposals.

☐ (i) Please sign the attached Certificate of Non-Completion (JKR/POST/50B) # as required by the Contract. \*

☐ (ii) Please sign the Recommendation To Issue Notice of Failure To Comply with S.O.'s Instructions and for Others to do the Work (JKR/POST/71B) or Recommendation to Issue warning Notice of Determination of Contract (JKR/POST 82B) \*

(  
Public Works Department  
Negara Brunei Darussalam

Date : .....

\* Please mark X whichever is applicable  
# Not applicable for Minor Works / Services / Minor Services



# MINIT

## DELAYED PROJECT REPORT

To : Director of  
Negara Brunei Darussalam

### 1 PROJECT PARTICULARS

Vote No. :

Contract No. :

Revised Contract Sum :

Project Title :

Contractor :

Date of Commencement :

Original Completion :

Approved EOT

No. Period (days) Reason

Revised Completion Date

### 2 PROGRESS / DELAY DETAILS

Original Contract Period :

Delay : %

Current Progress :

% Time Elapsed :

%

Targeted Progress :

%

Expected Completion Date :

Reasons for Delay :

### 3 ACTIONS TAKEN

### 4 PROPOSED ACTIONS TAKEN

Grant EOT, terminate, others to do, impose CAD.

Please advise if you disagree with the above proposals.

☐ (i) Please sign the attached Certificate of Non-Completion (JKR/POST/50B)\* as required by the Contract. \*

☐ (ii) If you agree, please sign the Minit Application For Approval of Variation Order (JKR/POST/41B) or Recommendation To Issue Notice of Failure To Comply with S.O.'s Instructions and for Others to do the Work (JKR/POST/71B). \* *EOT recommended.*  
*a Minit recommending to issue Warning Notice of*  
*Default Variation of Contract JKR/POST/82B*

Date : .....

(  
Public Works Department  
Negara Brunei Darussalam

\* Please mark X whichever is applicable

# Not applicable for Minor Works / Services / Minor Services

## MINIT

Kepada : Ketua Pengarah Kerja Raya  
Daripada : Pengarah , JKR  
Ruj. :  
Tarikh :

### SOKONGAN TUNTUTAN JAMINAN BANK GANTIAN CAGARAN KESELAMATAN

Nama Projek :

Bil. Kontrak :

Nama Kontraktor :

Jumlah Kontrak : \$

Tarikh Memiliki Tapakbina :

Tarikh Siap Asal :

Tarikh Siap Praktikal :

Tempoh Penyiapan : ☐ minggu / ☐ bulan \*

Rujukan Jaminan Bank :

Jumlah \$

Oleh kerana projek di atas tidak siap praktikal pada iaitu tarikh siap praktikal, dipohonkan kebenaran Pengiran Dato supaya Jaminan Bank di atas dituntut sebelum sahlakunya berakhir pada

.....  
**Pengarah**

Jabatan Kerja Raya  
Negara Brunei Darussalam.

.....  
☐ Dibenarkan / ☐ Tidak Dibenarkan \*

.....  
**Ketua Pengarah Kerja Raya**

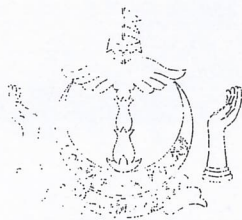
Jabatan Kerja Raya  
Negara Brunei Darussalam

\* Sila tanda X mana yang berkenaan



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

LANJUTAN MASA BIL.  
EXTENSION OF TIME NO.

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Dengan ini saya membenarkan Lanjutan Masa selama  
I hereby grant you an Extension of Time for

☐ hari / ☐ minggu / ☐ bulan\* untuk  
days / weeks / month(s)\* for

menyiapkan Kerja-Kerja /  
the Completion of the Works /

☐ Perkhidmatan /  
Services /

☐ Pembekalan dan /  
Supply and /

☐ atau sebahagian Kerja-Kerja /  
or section of the Works /

☐ Perkhidmatan / ☐ Pembekalan\* di bawah Kontrak ini.  
Services / Supply\* under this Contract.

Berikutan dengan ini Tarikh Siap adalah dilanjutkan kepada  
The Date of Completion is hereby extended to

as follows:  
Tanpa  
Peningkatan

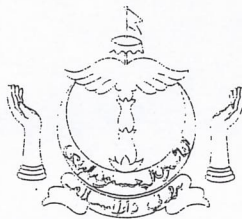
Sebab/Reasons

Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya  
for Director General of Public Works

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

/ Jurukira, JKR

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



Ruj. / Ref.

Tarikh / Date :

LANJUTAN MASA BIL.  
EXTENSION OF TIME NO.

Tetuan / Messrs

Nama Projek :  
Project Title :

**WITHOUT PREJUDICE**

Bil. Kontrak :  
Contract No. :

Dengan ini saya membenarkan Lanjutan Masa selama  
I hereby grant you an Extension of Time for

☐ hari / ☐ minggu / ☐ bulan\* untuk  
days / weeks / month(s)\* for

menyiapkan Kerja-Kerja /  
the Completion of the Works /

☐ Perkhidmatan /  
Services /

☐ Pembekalan dan /  
Supply and /

☐ atau sebahagian Kerja-Kerja /  
or section of the Works /

☐ Perkhidmatan /  
Services /

☐ Pembekalan\* di bawah Kontrak ini seperti berikut:  
Supply\* under this Contract as follows:

Tempoh/Period

Sebab /Reasons

Berikut dengan ini Tarikh Siap adalah dilanjutkan kepada  
The Date of Completion is hereby extended to

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya  
for Director General of Public Works

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



# MINIT

## RECOMMENDATION FOR EXTENSION OF TIME NO. :

To : Director General of Public Works  
Negara Brunei Darussalam

### 1 PROJECT PARTICULARS

Vote No. : Contract No : Revised Contract Sum :  
Project Title :  
Contractor :  
Date of Commencement : Original Completion :  
Approved EOT No.(s) / Reason (1)  
(2)  
(3)  
(4)

### 2 PROGRESS / DELAY DETAILS

Original Contract Period : Delay : %  
Current Progress : % Time Elapsed : % Targeted Progress : %  
Reasons given by Contractor :

### 3 HOS COMMENTS

Extension Recommended : ☐ days / ☐ weeks / ☐ months\*  
Remarks :  
( )

### 4 EXTENSION RECOMMENDED

Recommendation :  
Reasons / Comments :  
Action Recommended :

Date : .....

Director of

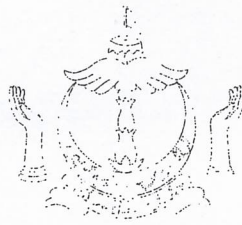
### 5 APPROVAL

To : Director of  
Extension of Time No. ☐ APPROVED ( ☐ DAYS / ☐ WEEKS / ☐ MONTHS \* ) / ☐ NOT APPROVED

Date : .....

Director General of Public Works

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتر كرج راي  
كمينترين قمبراؤون  
نكارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

NOTIS KEGAGALAN UNTUK MEMATUHI ARAHAN PEGAWAI PENGUASA DAN UNTUK PIHAK LAIN MENYIAPKAN KERJA-KERJA  
NOTICE OF FAILURE TO COMPLY WITH S.O.'S INSTRUCTIONS AND FOR OTHERS TO DO THE WORK

BERDAFTAR / REGISTERED

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Lanjutan kepada arahan Pegawai Penguasa kami bil.  
Further to our S.O.'s instruction no

bertarikh  
dated

tetuan telah  
you have

gagal untuk mematuhi arahan-arahan berikut dalam tempoh 7 hari seperti tercatat di dalam Kontrak.  
failed to carry out the following instructions within 7 days as stipulated in the Contract.

(i)

(ii)

Yang mana / Whereas :

(a) Dengan Perjanjian bertarikh  
By the Agreement dated

di antara tetuan yakni  
made between you the said

dengan  
and

Kerajaan bahawa tetuan akan melaksanakan  
the Government it was agreed that you would carry out the

☐ Kerja-Kerja/  
Works/

☐ Perkhidmatan\*  
Services\*

dengan pertimbangan  
for the consideration

yang dicatatkan.  
therein stated.

(b) Dengan Fasal ☐ 31/ ☐ 32/ ☐ 28\* Syarat-Syarat Kontrak yang terkandung di dalam Perjanjian tersebut,  
By Clause 31/ 32/ 28\* of the Conditions of Contract annexed to and incorporated with the aforesaid agreement,

kami diberi kuasa untuk :-  
we are empowered to :-

(i) mengupah dan membayar pihak lain bagi melaksanakan kerja dan  
employ and pay others to execute and

(ii) mendapatkan balik segala perbelanjaan tersebut daripada tetuan sebagai Hutang atau mungkin ditolak dari  
recover all costs in connection therewith from you as a Debt or may be deducted from any monies due or

apa-apa wang upahan yang patut atau yang akan dibayar kepada tetuan.  
any monies due or become due to you.

Dari tarikh kenyataan ini, tanpa prasangka kepada lain-lain hak kami, di bawah Syarat-Syarat Kontrak tersebut, dengan ini  
From the date of this notice, without prejudice to our rights or remedies, under the Conditions of Contract, we hereby

menguatkuasakan Fasal tersebut di atas.  
impose the above Clause.

Ketua Pengarah Kerja Raya  
Director General of Public Works

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Pengarah  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

/ Bahagian / Jurukira, JKR

\* Sila tanda X mana yang berkenaan / Please mark whichever is applicable  
Works / Services

JKR/POST/70B



## MINIT

To : Director General of Public Works  
Negara Brunei Darussalam

### RECOMMENDATION TO ISSUE NOTICE OF FAILURE TO COMPLY WITH S.O.'S INSTRUCTIONS AND FOR OTHERS TO DO THE WORKS

Project Title :

Contract No. :

For your information, we have given our S.O.'s instruction no. \_\_\_\_\_ dated \_\_\_\_\_ and the main contractor has failed to carry out the following instructions within 7 days as stipulated in the Contract / days<sup>#</sup>:-

- (i)
- (ii)

Under Clause ☐31 / ☐32 / ☒28\* / ☐32(b)<sup>#</sup> of the Conditions of Contract annexed to and incorporated with the aforesaid Agreement, we are empowered to :-

- (i) employ and pay other parties to execute and
- (ii) recover all costs in connection therewith from them as a Debt or may be deducted from any monies due or become due to them.

Therefore, I recommend the issue of the above notice. If you agree, please sign the attached JKR/POST/☐70B\* or ☐72B<sup>#</sup>.

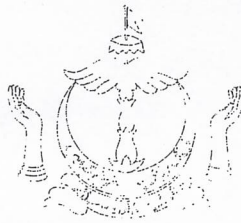
.....  
**Director of**  
Public Works Department  
Negara Brunei Darussalam.

c.c. : Section \_\_\_\_\_, PWD

- <sup>#</sup> for Minor Works, Minor Services and Supply
- \* Please mark X whichever is applicable

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر ڪرڇ راڀ  
ڪمنٽرڀر ڦمباڻونر  
نڪارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

NOTIS KEGAGALAN UNTUK MEMATUHI ARAHAN PEGAWAI PENGUASA DAN UNTUK PIHAK LAIN MENYIAPKAN KERJA-KERJA  
NOTICE OF FAILURE TO COMPLY WITH S.O.'S INSTRUCTIONS AND FOR OTHERS TO DO THE WORK

BERDAFTAR / REGISTERED

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Lanjutan kepada arahan Pegawai Penguasa kami bil.  
Further to our S.O.'s instruction no.

bertarikh  
dated

tetuan telah  
you have

gagal untuk mematuhi arahan- arahan berikut dalam tempoh  
failed to carry out the following instructions within

hari seperti tercatat di dalam Kontrak.  
days as stipulated in the Contract.

(i)

(ii)

Yang mana / Whereas :

(a) Dengan Perjanjian bertarikh  
By the Agreement dated

di antara tetuan yakni  
made between you the said

dengan  
and the

Kerajaan bahawa tetuan akan melaksanakan  
Government it was agreed that you would carry out the

☐ Kerja-Kerja /  
Works /

☐ Perkhidmatan /  
Services /

☐ Pembekalan \* dengan  
Supply \* for

pertimbangan yang dicatatkan.  
the consideration therein stated.

(b) Dengan Fasal 2(b) Syarat-Syarat Kontrak yang terkandung di dalam Perjanjian tersebut, kami diberi kuasa untuk :-  
By Clause 2(b) of the Conditions of Contract annexed to and incorporated with the aforesaid Agreement, we are empowered to :-

(i) mengupah dan membayar pihak lain bagi melaksanakan kerja dan  
employ and pay others to execute and

(ii) mendapatkan balik segala perbelanjaan tersebut daripada tetuan sebagai Hutang atau mungkin ditolak dari apa-apa  
recover all costs in connection therewith from you as a Debt or may be deducted from any

wang upahan yang patut atau yang akan dibayar kepada tetuan.  
monies due or become due to you.

Dari tarikh kenyataan ini, tanpa prasangka kepada lain-lain hak kami, di bawah Syarat-Syarat Kontrak tersebut, dengan ini  
From the date of this notice, without prejudice to our rights or remedies, under the Conditions of Contract, we hereby

menguatkuasakan Fasal tersebut di atas.  
impose the above Clause.

Ketua Pengarah Kerja Raya  
Director General of Public Works

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Pengarah  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

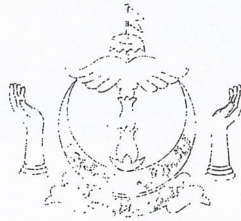
/ Bahagian / Jurukira, JKR

\* Sila tanda X mana yang berkenaan / Please mark X whichever is applicable  
Minor Works / Minor Services / Supply

JKR/POST/72B



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتر طرح راي  
دمنتريڤمباغونر  
نظارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

KENYATAAN AMARAN PEMUTUSAN KONTRAK  
WARNING NOTICE OF DETERMINATION OF CONTRACT

BERDAFTAR / REGISTERED

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No.

Saya, dengan ini, menurut Fasal ☒ 32(a) / ☐ 33(a) / ☐ 12(a)\*\*  
I, hereby, in accordance with Clause 32(a) / 33(a) / 12(a)\*\* Syarat-Syarat Kontrak, bertarikh  
of the Conditions of Contract, dated

antara tetuan dengan Kerajaan, mengeluarkan Kenyataan bahawa tetuan telah :-  
between you and the Government, serve Notice that you have :-

- \* ☐ (i) tanpa sebarang sebab, menangguhkan keseluruhan Kerja-Kerja sebelum siap.  
without reasonable cause, wholly suspended the Works before completion.
- \* ☐ (ii) gagal meneruskan Kerja-Kerja dengan daya usaha dan ketekunan yang sewajarnya.  
fail to proceed with the Works with reasonable diligence.
- \* ☐ (iii) enggan atau hingga ketahap, masih tetap mengabaikan, setelah kenyataan bertulis daripada Pegawai Penguasa,  
refused or to a substantial degree, persistently neglected, after written notice from the Superintending Officer,  
untuk mengganti kerja-kerja yang cacat dan / atau bahan-bahan yang tidak sempurna.  
to remove defective works and / or defective works and / or improper materials.

Saya, dengan ini, mengarahkan supaya tetuan :-  
I, hereby, instruct you to :-

- \* ☐ (i) meneruskan perlaksanaan Kerja-Kerja sehingga siap.  
continue to carry out and complete the Works.
- \* ☐ (ii) meneruskan Kerja-Kerja dengan penuh daya usaha dan ketekunan.  
proceed with the Works with diligence.
- \* ☐ (iii) mengganti kerja-kerja yang cacat dan / atau bahan-bahan yang tidak sempurna yang telah dinyatakan.  
remove the specified defective work and / or improper materials.

Jika tetuan gagal mematuhi arahan tersebut di atas dalam tempoh ☐ 7 / ☐ 14\* hari dari tarikh kenyataan ini, saya akan tanpa  
If you fail to comply with the above requirement(s) within 7 / 14\* days from the date of this notice, without

prasangka kepada lain-lain hak saya, di bawah Fasal ☐ 32(a) / ☐ 33(a) / ☐ 12(a)\*\*  
prejudice to our other rights and remedies, I, under Clause 32(a) / 33(a) / 12(a)\*\* Syarat-Syarat Kontrak,  
12(a)\*\* of the aforesaid Contract,

akan memutuskan Kontrak ini.  
will determine the Contract.

Ketua Pengarah Kerja Raya  
Director General of Public Works

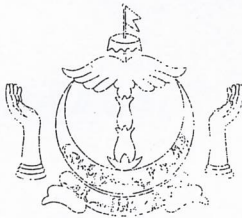
s.k. / c.c.: Setiausaha Tetap Kementerian Pembangunan / YPP / Pengarah  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

/ Bahagian

\* For Minor Works  
Untuk Kontrak Kecil  
Works / Minor Works

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable  
JKR/POST/80B

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتر كرج راى  
كمترين قمباغونر  
نكارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

Tetuan / Messrs

AMARAN PERTAMA / KEDUA\*  
FIRST / SECOND WARNING\*

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Tarikh Permulaan :  
Commencement Date :

Tarikh Siap :  
Completion Date :

Sila ambil perhatian bahawa kemajuan bagi projek tersebut di atas hanyalah  
Please note that the progress of the above project is only

% pada  
% as of

(tarikh),  
(date),

sedangkan % dari Tempoh Kontrak telah berlalu.  
whereas % of the Contract period has elapsed.

Sila serahkan program pindaan tetuan yang menunjukkan cara dan bila tetuan bercadang untuk menyiapkan Kerja-Kerja tersebut.  
Please submit your revised programme showing how and when you propose to complete the said Works.

Tetuan adalah diingatkan sekiranya tetuan gagal menunjukkan kemajuan dengan penuh daya usaha dan ketekunan, maka  
You are reminded that if you fail to show diligent progress,

- (i) Denda Gantirugi Yang Ditentukan akan dikenakan (sekiranya tetuan menyiapkan selepas Tarikh Siap) dan / atau  
Liquidated and Ascertained Damages may be imposed (if you complete after the Completion Date) and / or
- (ii) Kontrak tetuan akan diputuskan, di mana pihak lain akan diupah untuk menyiapkan Kerja-Kerja tersebut dan segala  
your Contract may be determined, in which case others will be asked to complete the said Works and all  
perbelanjaan akan ditanggung oleh tetuan.  
charges will be borne by you.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya  
for Director General of Public Works

s.k. / c.c.: YPP / Bahagian



## MINIT

To : Director General of Public Works, Negara Brunei Darussalam

Ref :

Date :

### RECOMMENDATION TO ISSUE WARNING NOTICE OF DETERMINATION OF CONTRACT

Project Title :

Contract No. :

Contractor's Name  
and Address :

I wish to inform you that the written notice(s) was / were served on the Contractor for the above ☐ Works / ☐ Services / ☐ Supply\*.

No.	Date	Action Required

and to date the Contractor has failed to comply with the requirement(s).

I recommend that the above Contractor be issued a Warning Notice of Determination. If you agree, please sign the attached JKR/POST/ ☐ 80B / ☐ 83B / ☐ 84B\*.

.....  
**Director of**  
Public Works Department  
Negara Brunei Darussalam.

c.c. : Section , PWD

To : Director of

Comment : ☐ Agree / ☐ Disagree\*

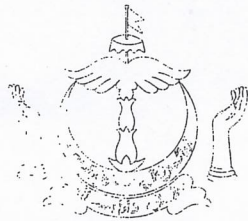
.....  
**Director General of Public Works**  
Negara Brunei Darussalam.

Date : .....

\* Please mark X whichever is applicable

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتريين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

KENYATAAN AMARAN PEMUTUSAN KONTRAK  
WARNING NOTICE OF DETERMINATION OF CONTRACT

BERDAFTAR / REGISTERED

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No.

Saya, dengan ini, menurut Fasal ☐ 10(a) / ☐ 29(a)\* Syarat-Syarat Kontrak, bertarikh  
I, hereby, in accordance with Clause 10(a) / 29(a)\* of the Conditions of Contract, dated

antara tetuan  
between you

dengan Kerajaan, mengeluarkan Kenyataan bahawa tetuan telah :-  
and the Government, serve Notice that you have :-

- \* ☐ (i) tanpa sebarang sebab, menangguhkan keseluruhan Perkhidmatan  
without reasonable cause, wholly suspended the Services
  - \* ☐ (ii) gagal meneruskan Perkhidmatan dengan daya usaha dan ketekunan yang sewajarnya atau teratur  
failed to proceed with the Services with reasonable diligence or regularity
  - \* ☐ (iii) enggan atau hingga ketahap masih tetap mengabaikan, setelah kenyataan bertulis daripada Pegawai Penguasa  
refused or to a substantial degree persistently neglected after a written notice from the Superintending Officer
- untuk mematuhi dengan spesifikasi  
to comply with the specification

Saya, dengan ini, mengarahkan supaya tetuan :-  
I, hereby, instruct you to :-

- \* ☐ (i) meneruskan perlaksanaan Perkhidmatan sehingga siap.  
continue to carry out and complete the Services.
- \* ☐ (ii) meneruskan Perkhidmatan dengan penuh daya usaha dan ketekunan.  
proceed with the Services with diligence.

Jika tetuan gagal mematuhi arahan tersebut di atas dalam tempoh 14 hari dari tarikh kenyataan ini, saya akan tanpa prasangka  
If you fail to comply with the above requirement(s) within 14 days from the date of this notice, without prejudice

kepada lain-lain hak saya, di bawah Fasal ☐ 10(a) / ☐ 29(a)\* Syarat-Syarat Kontrak, akan memutuskan Kontrak ini.  
to our other rights and remedies, I, under Clause 10(a) / 29(a)\* of the aforesaid Contract, will determine the Contract.

Ketua Pengarah Kerja Raya  
Director General of Public Works

s.k. / c.c.: Setiausaha Tetap Kementerian Pembangunan / YPP / Pengarah  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

/ Bahagian

\* Sila tanda X mana yang berkenaan / Please mark X whichever is applicable

Services / Minor Services

JKR/POST/83B



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جياتر كرج راي  
كمنتريين قمباثونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

KENYATAAN AMARAN PEMUTUSAN KONTRAK  
WARNING NOTICE OF DETERMINATION OF CONTRACT

BERDAFTAR / REGISTERED

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Saya, dengan ini, menurut Fasal 8(a) Syarat-Syarat Kontrak, bertarikh  
I, hereby, in accordance with Clause 8(a) of the Conditions of Contract, dated

antara tetuan dengan  
between you and

Kerajaan, mengeluarkan Kenyataan bahawa tetuan telah :-  
the Government, serve Notice that you have :-

- \* ☐ (i) masih gagal membekalkan barang-barang tanpa sebarang sebab  
persistently failed to supply the items without any reasonable cause
- \* ☐ (ii) enggan atau hingga ketahap, masih tetap mengabaikan setelah kenyataan bertulis daripada Pegawai Penguasa,  
refused or persistently neglected after a written notice from the Superintending Officer,  
untuk memindah atau mengganti barang-barang yang rosak atau bertahap rendah atau cacat  
to remove or replace any damaged or sub-standard or defective items

Saya, dengan ini, mengarahkan supaya tetuan :-  
I, hereby, instruct you to :-

- \* ☐ (i) meneruskan untuk membekalkan barang-barang sehingga siap.  
continue to carry out and complete the Supply of the items.
- \* ☐ (ii) meneruskan Pembekalan dengan penuh daya usaha dan ketekunan.  
proceed with the Supply with diligence.
- \* ☐ (iii) mengganti barang-barang yang cacat yang telah dinyatakan.  
remove the specified defective items.

Jika tetuan gagal mematuhi arahan tersebut di atas dalam tempoh 14 hari dari tarikh kenyataan ini, saya akan tanpa prasangka  
If you fail to comply with the above requirement(s) within 14 days from the date of this notice, without prejudice

kepada lain-lain hak saya, di bawah Fasal 8(a) Syarat-Syarat Kontrak, akan memutuskan Kontrak ini.  
to our other rights and remedies, I, under Clause 8(a) of the aforesaid Contract, will determine the Contract.

Ketua Pengarah Kerja Raya  
Director General of Public Works

s.k. / c.c.: Setiausaha Tetap Kementerian Pembangunan / YPP / Pengarah  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

/ Bahagian

- \* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO FAX : 673-2-



جباتر كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

Tetuan / Messrs

AMARAN PERTAMA / KEDUA\*  
FIRST / SECOND WARNING\*

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Tarikh Permulaan :  
Commencement Date :

Tarikh Siap :  
Completion Date :

Sila ambil perhatian bahawa kemajuan bagi projek tersebut di atas hanyalah  
Please note that the progress of the above project is only

% pada  
% as of

(tarikh),  
(date),

sedangkan % dari Tempoh Kontrak telah berlalu.  
whereas % of the Contract period has elapsed.

Sila serahkan program pindaan tetuan yang menunjukkan cara dan bila tetuan bercadang untuk menyiapkan  
Please submit your revised programme showing how and when you propose to complete

Perkhidmatan tersebut.  
the said Services.

Tetuan adalah diingatkan  
You are reminded that

- (i) sekiranya tetuan gagal meneruskan Perkhidmatan dengan daya usaha dan ketekunan yang sewajarnya atau teratur  
if you fail to proceed with the Services with reasonable diligence or regularity

maka, Kontrak tetuan akan diputuskan, di mana pihak lain akan diupah untuk menyiapkan Perkhidmatan dan segala perbelanjaan  
then, your Contract may be determined, in which case others will be asked to complete the Services and all charges

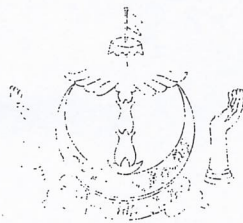
akan ditanggung oleh tetuan.  
will be borne by you.

.....  
Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya  
for Director General of Public Works

s.k. / c.c.: YPP / Bahagian



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتر كرج راي  
كمنتيرين قمباغونر  
نكارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

Tetuan / Messrs

AMARAN PERTAMA / KEDUA\*  
FIRST / SECOND WARNING\*

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Tarikh Permulaan :  
Commencement Date :

Tarikh Siap :  
Completion Date :

Sila ambil perhatian bahawa kemajuan bagi projek tersebut di atas hanyalah  
Please note that the progress of the above project is only

% pada  
% as of

(tarikh),  
(date),

sedangkan % dari Tempoh Kontrak telah berlalu.  
whereas % of the Contract Period has elapsed.

Sila serahkan program pindaan tetuan yang menunjukkan cara dan bila tetuan bercadang untuk menyiapkan Pembekalan tersebut.  
Please submit your revised programme showing how and when you propose to complete the said Supply.

Tetuan adalah diingatkan  
You are reminded that

- (i) sekiranya tetuan masih tetap mengabaikan untuk membekalkan barang-barang yang rosak atau bertahap rendah  
if you persistently fail to supply the above items or remove the damage or sub-standard  
atau mengganti barang-barang yang cacat  
or replace the defective items

maka, Kontrak tetuan akan diputuskan, di mana pihak lain akan diupah untuk membekalkan barang-barang tersebut dan segala  
then, your Contract may be determined, in which case others will be asked to supply the said items and all

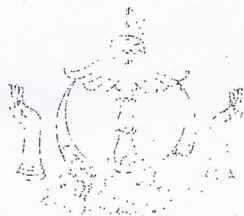
perbelanjaan akan ditanggung oleh tetuan.  
charges will be borne by you.

Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya  
for Director General of Public Works

s.k. / c.c.: YPP / Bahagian

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر. طرح راي  
كمنتيرين قمبراغونر  
نظارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

NOTIS PEMUTUSAN KONTRAK  
NOTICE OF DETERMINATION OF CONTRACT

BERDAFTAR / REGISTERED

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Mengikut Perjanjian bertarikh  
By the Agreement dated

di antara tetuan dengan Kerajaan, adalah dipersetujui bahawa tetuan  
between you and the Government, it was agreed that you

akan melaksanakan dan menyiapkan Kerja-Kerja mengikut pertimbangan yang dicatatkan di dalam Kontrak.  
would carry out and complete the Works for the consideration therein stated.

Menurut Fasal ☐ 32(a) / ☐ 33(a) / ☐ 12(b)\*\* Syarat-Syarat Kontrak yang terkandung di dalam Perjanjian tersebut, saya  
By Clause 32(a) / 33(a) / 12(b)\*\* of the Conditions annexed to and incorporated with the aforesaid Agreement, I am

diberi kuasa untuk memutuskan Kontrak ini setelah kenyataan bertulis diberikan kepada tetuan bagi mematuhi Syarat-Syarat berikut :  
empowered to determine the Contract upon notice in writing for you to comply with the requirements to :

- \* ☐ (i) meneruskan pelaksanaan Kerja-Kerja sehingga siap.  
continue to carry out and complete the Works.
- \* ☐ (ii) meneruskan Kerja-Kerja dengan penuh daya usaha dan ketekunan.  
proceed with the Works with diligence.
- \* ☐ (iii) mengganti kerja-kerja yang cacat dan / atau bahan-bahan yang tidak sempurna yang telah dinyatakan.  
remove the specified defective work and / or improper materials.

dan tetuan telah selama  
and you have for

hari selepas Tarikh Notis tersebut meneruskan kesalahan ini.  
days after the Date of the Notice continue with such default.

SILA AMBIL PERHATIAN bahawa, tanpa prasangka kepada lain-lain hak, bertindak berdasarkan kuasa yang diberikan kepada kami  
NOW TAKE NOTICE that without the prejudice to other right or remedies, acting under our rights conferred

di bawah Fasal ☐ 32(a) / ☐ 33(a) / ☐ 12(b)\*\* Syarat-Syarat Kontrak,  
by Clause 32(a) / 33(a) / 12(b)\*\* of the aforesaid Conditions of Contract,

SAYA DENGAN INI MEMUTUSKAN KONTRAK INI.  
I DO HEREBY DETERMINE THE CONTRACT.

Ketua Pengarah Kerja Raya  
Director General of Public Works

s.k. / c.c.: Setiausaha Tetap Kementerian Pembangunan / Pengarah Perkhidmatan Elektrik / YPP / Pengarah  
Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

# Untuk Kontrak Kecil  
For Minor Works

Works / Minor Works

Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

JKR/POST/90B



## MINIT

To : Director General of Public Works, Negara Brunei Darussalam  
From : Director of , PWD  
Date :  
Ref :

### RECOMMENDATION TO DETERMINE THE CONTRACT

Project Title :

Contract No. :

Contractor's Name  
and Address :

I hereby certify on , a written notice (copy attached) was served on the Contractor for the above ☐ Works / ☐ Services / ☐ Supply \* requiring him to :

- \* ☐ (i) continue to carry out and complete the ☐ Works / ☐ Services / ☐ Supply\*.
- \* ☐ (ii) proceed with the ☐ Works / ☐ Services / ☐ Supply\* with diligence.
- \* ☐ (iii) remove the specified ☐ defective works and / or ☐ improper materials / ☐ items \*.

and the Contractor has failed for days to comply with the requirement(s) after the date of registered post of the said notice.

I recommend that the above Contractor be determined. If you agree, please sign the attached JKR/POST/  
☐ 90B / ☐ 92B / ☐ 93B\*.

.....  
Director of  
Public Works Department  
Negara Brunei Darussalam.

c.c. : YPP, PWD

To : Director of

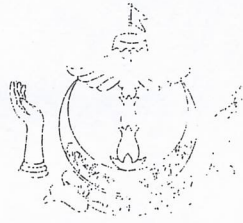
Comment : ☐ Agree / ☐ Disagree\*

.....  
.....

.....  
Director General of Public Works  
Negara Brunei Darussalam.

Date : .....

\* Please mark X whichever is applicable



Ruj. / Ref.

Tarikh / Date :

NOTIS PEMUTUSAN KONTRAK  
NOTICE OF DETERMINATION OF CONTRACT

BERDAFTAR / REGISTERED

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Mengikut Perjanjian bertarikh  
By the Agreement dated

di antara tetuan dengan Kerajaan, adalah dipersetujui bahawa tetuan akan  
between you and the Government, it was agreed that you would

melaksanakan dan menyiapkan Perkhidmatan mengikut pertimbangan yang dicatatkan di dalam Kontrak.  
carry out and complete the Services for the consideration therein stated.

Menurut Fasal ☐ 10(a) / ☐ 29(a)\* Syarat-Syarat Kontrak yang terkandung di dalam Perjanjian tersebut, saya diberi kuasa  
By Clause 10(a) / 29(a)\* of the Conditions annexed to and incorporated with the aforesaid Agreement, I am empowered

untuk memutuskan Kontrak ini setelah kenyataan bertulis diberikan kepada tetuan bagi mematuhi Syarat-Syarat berikut :  
to determine the Contract upon notice in writing for you to comply with the requirements to :

- \* ☐ (i) meneruskan pelaksanaan Perkhidmatan sehingga siap.  
continue to carry out and complete the Services.
- \* ☐ (ii) meneruskan Perkhidmatan dengan penuh daya usaha dan ketekunan.  
proceed with the Services with diligence.

dan tetuan telah selama  
and you have for

hari selepas Tarikh Notis tersebut meneruskan kesalahan ini.  
days after the Date of the Notice continue with such default.

SILA AMBIL PERHATIAN bahawa, tanpa prasangka kepada lain-lain hak, bertindak berdasarkan kuasa yang diberikan kepada kami  
NOW TAKE NOTICE that without the prejudice to other right or remedies, acting under our rights conferred

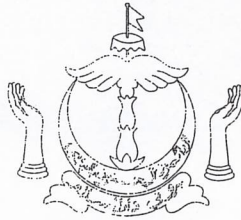
di bawah Fasal ☐ 10(a) / ☐ 29(a)\* Syarat-Syarat Kontrak, SAYA DENGAN INI MEMUTUSKAN KONTRAK INI.  
by Clause 10(a) / 29(a)\* of the aforesaid Conditions of Contract, I DO HEREBY DETERMINE THE CONTRACT.

Ketua Pengarah Kerja Raya  
Director General of Public Works

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / Pengarah Perkhidmatan Elektrik / YPP / Pengarah  
Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

- \* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable





JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

NOTIS PEMUTUSAN KONTRAK  
NOTICE OF DETERMINATION OF CONTRACT

BERDAFTAR / REGISTERED

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Mengikut Perjanjian bertarikh  
By the Agreement dated

di antara tetuan dengan Kerajaan, adalah dipersetujui bahawa tetuan  
between you and the Government, it was agreed that you

akan melaksanakan dan menyiapkan Pembekalan mengikut pertimbangan yang dicatatkan di dalam Kontrak.  
would carry out and complete the Supply for the consideration therein stated.

Menurut Fasal 8(a) Syarat-Syarat Kontrak yang terkandung di dalam Perjanjian tersebut, saya diberi kuasa untuk memutuskan  
By Clause 8(a) of the Conditions annexed to and incorporated with the aforesaid Agreement, I am empowered to determine

Kontrak ini setelah kenyataan bertulis diberikan kepada tetuan bagi mematuhi Syarat-Syarat berikut :  
the Contract upon notice in writing for you to comply with the requirements to :

- \* ☐ (i) meneruskan pelaksanaan Pembekalan sehingga siap.  
continue to carry out and complete the Supply.
- \* ☐ (ii) meneruskan Pembekalan dengan penuh daya usaha dan ketekunan.  
proceed with the Supply with diligence.
- \* ☐ (iii) mengganti barang-barang yang cacat yang telah dinyatakan.  
remove the specified defective items.

dan tetuan telah selama  
and you have for

hari selepas Tarikh Notis tersebut meneruskan kesalahan ini.  
days after the Date of the Notice continue with such default.

SILA AMBIL PERHATIAN bahawa, tanpa prasangka kepada lain-lain hak, bertindak berdasarkan kuasa yang diberikan kepada kami  
NOW TAKE NOTICE that without the prejudice to other right or remedies, acting under our rights conferred

di bawah Fasal 8(a) Syarat-Syarat Kontrak, SAYA DENGAN INI MEMUTUSKAN KONTRAK INI.  
by Clause 8(a) of the aforesaid Conditions of Contract, I DO HEREBY DETERMINE THE CONTRACT.

Ketua Pengarah Kerja Raya  
Director General of Public Works

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / Pengarah Perkhidmatan Elektrik / YPP / Pengarah  
Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

- \* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

Supply

JKR/POST/93B



JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

SIJIL SIAP KERJA PRAKTIKAL  
CERTIFICATE OF PRACTICAL COMPLETION

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

1. Menurut Fasal ☐ 28(d) / ☐ 29(d) / ☐ 11\* Syarat-Syarat Kontrak, dan tertakluk kepada pembaikan  
In accordance with Clause 28(d) / 29(d) / 11\* of the Conditions of Contract, subject to the making good  
apa-apa kecacatan, kesusutan, atau apa-apa kerosakan lain jua pun sebagaimana yang dikehendaki di bawah Fasal ☐ 16 /  
of any defects, shrinkages or any other faults whatsoever as required under Clause 16 /  
☐ 17\* Syarat-Syarat Kontrak dan yang mungkin timbul dalam Tempoh Tanggungan Kecacatan, maka adalah dengan ini  
17\* of the Conditions of Contract and which may appear during the Defects Liability Period, it is hereby  
disahkan bahawa seluruh ☐ Kerja-Kerja / ☒ sebahagian Kerja-Kerja\* seperti yang tersebut di atas telah  
certified that the whole of the Works / section of the Works\* as mentioned above were  
siap dengan memuaskan pada dan dengan in Tempoh Tanggungan Kecacatan untuk  
satisfactorily completed on and that the said Defects Liability Period in respect of the said  
☐ Kerja-Kerja / ☐ sebahagian Kerja-Kerja\* tersebut bermula pada dan akan berakhir pada  
Works / section of the Works\* began on and will end on
2. Menurut Fasal ☐ 37(b) / ☐ 38(b)\* Syarat-Syarat Kontrak, Jaminan Keselamatan atau mana-mana bahagian  
In accordance with Clause 37(b) / 38(b)\* of the Conditions of Contract, the Security Deposit, or any part  
darinya, adalah dengan ini dilepaskan.  
thereof, is hereby released.

( )  
b.p. Pengarah / for Director of

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Pengarah Perkhidmatan Teknikal / Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

Note : Tidak berkenaan dengan Kontrak Kecil  
Not applicable to Minor Works

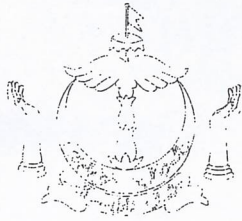
\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

Works



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمترين قмбаغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

NOTIS PEMERIKSAAN TAPAKBINA  
(UNTUK SIAP KERJA PRAKTIKAL)

NOTICE OF SITE INSPECTION  
(FOR PRACTICAL COMPLETION)

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Merujuk kepada Projek tersebut di atas yang mana dijangka akan siap pada  
With reference to the above Project which is due to be practically completed on

, tetuan  
, you

atau wakil tetuan adalah diminta menghadiri pemeriksaan di tapakbina pada tarikh  
or your representative is requested to attend a site inspection on

jam  
at

untuk memeriksa semua  
to inspect on all completed

☐

Kerja-Kerja /  
Works /

☐

Perkhidmatan /  
Services /

☐

Pembekalan\* yang telah siap.  
Supply\*.

( )

b.p. Pengarah  
for Director of

s.k. / c.c. :

Tuan atau wakil tuan adalah dijemput untuk hadir.  
You or your representative is invited to attend.

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



Ruj. / Ref.

Tarikh / Date :

NOTIS KECACATAN  
(UNTUK SIAP KERJA PRAKTIKAL)

NOTICE OF DEFECTS  
(FOR PRACTICAL COMPLETION)

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Lanjutan kepada pemeriksaan di tapakbina pada  
Further to the site inspection held on

yang dihadiri oleh mereka yang  
attended by those

disenaraikan di sebelah dan merujuk Fasal ☐ 28(d) / ☐ 29(d) / ☐ 5\* Syarat-Syarat Kontrak, tetuan dengan  
listed overleaf and with reference to Clause 28(d) / 29(d) / 5\* of the Conditions of Contract, you are

ini dikehendaki memperbaiki segala kecacatan seperti yang disenaraikan di Jadual Kecacatan (sila lihat sebelah)  
hereby required to rectify all defects as listed in the Schedule of Defects (please see overleaf)

dengan perbelanjaan tetuan sendiri. Kerja-Kerja ini mesti disiapkan dalam jangkamasa  
at your own cost. These Works must be completed within

☐ hari /  
day(s) /

☐ minggu\* seperti yang telah dipersetujui antara Pegawai Pengawas dan pihak tetuan.  
week(s)\* as agreed between the Supervising Officer and your goodself.

(  
b.p. Pengarah  
for Director of

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



**JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
LAPORAN SIAP KERJA**



1. Nama Projek :
2. Bil. Kontrak :
3. Nama Kontraktor :
4. Jumlah Kontrak Asal:
5. Pesanan Perubahan Bil. Jumlah (B\$) Tarikh dikeluarkan  
(Jika ada):
6. Jumlah Kontrak Terakhir :
7. Tarikh Memiliki Tapakbina :
8. Tarikh Siap Asal :
9. Lanjutan Masa Bil. Tempoh Tarikh Siap Pindaan
10. Tarikh Siap Praktikal :
11. Denda Gantirugi (jika ada) : (iaitu B\$ / sehari)
12. Prestasi Pembinaan / Perkhidmatan / Pembekalan\* : 
 

M	U	K	S	T

 = 
 

P

**Pengarah**

b.p. Ketua Pengarah Kerja Raya  
Negara Brunei Darussalam.

Tarikh : .....

s.k. Setiausaha Tetap Kementerian Pembangunan / YPP / Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

\* Lihat sebelah

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM



جباتر كرج راي  
كمينترين قمباغونر  
نكارا بروني دارالسلام

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-

Ruj. / Ref.

Tarikh / Date :

JEMPUTAN UNTUK PEMERIKSAAN KERJA-KERJA PEMBAIKAN  
INVITATION TO INSPECT RECTIFICATION WORKS

Tetuan / Messrs

Nama Projek :

Project Title :

Bil. Kontrak :

Contract No. :

Merujuk kepada Notis Kecacatan untuk Siap Kerja Praktikal bagi Kontrak di atas rujukan  
With reference to the Notice of Defects for Practical Completion for the above Contract reference

bertarikh  
dated

sukacita tetuan atau wakil tetuan dipohonkan hadir ke tapakbina pada  
you or your representative is requested to be present on site on

untuk memeriksa kerja-kerja pembaikan.  
to inspect rectification works.

(  
b.p. Pengarah

)  
/ for Director of



## MEMORANDUM

Kepada / To :

Daripada / From :

Ruj. / Ref :

Tarikh / Date :

### KENYATAAN PENYERAHAN NOTICE OF HANDING OVER

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Sukacita merujuk Pemeriksaan Kerja-Kerja Pembaikan bagi Projek di atas pada  
With reference to the Rectification Works Inspection for the above Project on

jam  
at

yang telah dihadiri oleh :-  
attended by the following :-

Dengan ini adalah dimaklumkan bahawa Kerja-Kerja Pembaikan tersebut telah siap dengan memuaskan  
This is to confirm that the Rectification Works have been performed satisfactorily

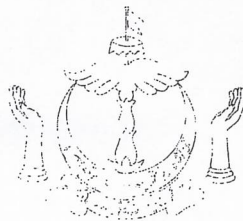
dan diserahkan kepada pihak tetuan.  
and handed over to you.

.....  
( )  
b.p. Pengarah  
Jabatan Kerja Raya  
Negara Brunei Darussalam.

/ for Director of

s.k. / c.c. : Pengarah

, JKR



Ruj. / Ref.

Tarikh / Date :

BORANG SIAP KERJA PRAKTIKAL  
FORM FOR PRACTICAL COMPLETION

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Tertakluk kepada pembaikan apa-apa kecacatan, kesusutan, atau apa-apa kerosakan lain jua pun sebagaimana  
Subject to the making good of any defects, shrinkages or any other faults whatsoever

yang dikehendaki di bawah Fasal 5 Syarat-Syarat Kontrak dan yang mungkin timbul dalam  
as required under Clause 5 of the Conditions of Contract and which may appear during

Tempuh Tanggungan Kecacatan, maka adalah dengan ini disahkan bahawa seluruh ☐ Kerja-Kerja /  
the Defects Liability Period, it is hereby confirmed that the whole of the Works /

☐ sebahagian daripada Kerja-Kerja\* seperti yang tersebut di atas telah siap dengan memuaskan pada  
section of the Works\* as mentioned above were satisfactorily completed on

dan dengan ini Tempuh Tanggungan Kecacatan untuk ☐ Kerja-Kerja / ☐ sebahagian Kerja-Kerja\* tersebut  
and the said Defects Liability Period in respect of the said Works / section of the Works\*

bermula pada  
began on

dan berakhir pada  
and will end on

( )  
b.p. Pengarah  
for Director of

s.k. / c.c. : Pengarah

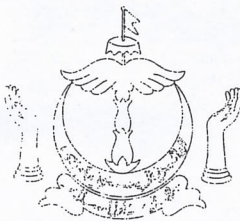
/ Pengarah Perkhidmatan Kewangan / Juruaudit Agung

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتريين قمبراؤون  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

SIJIL SIAP KERJA PRAKTIKAL  
CERTIFICATE OF PRACTICAL COMPLETION

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

1. Menurut Fasal ☒ 27 / ☐ 9 / ☐ 7\* Syarat-Syarat Kontrak, maka adalah dengan ini  
In accordance with Clause 27 / 9 / 7\* of the Conditions of Contract, it is hereby

disahkan bahawa seluruh ☐ Perkhidmatan / ☐ Pembekalan\* yang tersebut di atas telah  
certified that the whole of the Services / Supply\* as mentioned above

dengan ☐ siap memuaskan / ☐ diserahkan pada  
were satisfactorily completed / handed over on

2. Menurut Fasal 34\* Syarat-Syarat Kontrak, Jaminan Keselamatan atau mana-mana bahagian darinya, adalah  
In accordance with Clause 34\* of the Conditions of Contract, the Security Deposit, or any part thereof, is

dengan ini dilepaskan.  
hereby released.

( )  
b.p. Pengarah  
for Director of

s.k. / c.c. : Setiausaha Tetap Kementerian Pembangunan / YPP / Pengarah  
Bahagian / Jurukira, JKR  
Pengarah Perkhidmatan Kewangan / Juruaudit Agung

# Untuk Kontrak Perkhidmatan  
For Services Contract

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

## MINIT

Kepada : Ketua Pengarah Kerja Raya  
Daripada : Pengarah , JKR  
Ruj. :  
Tarikh :

### PERMOHONAN JAMINAN BANK SEBAGAI GANTIAN PELEPASAN 75% WANG TAHANAN

Nama Projek :

Bil. Kontrak :

Dengan hormat sukacita dihadapkan perkara diatas rujukan bertarikh daripada kontraktor ☐ utama / ☐ kecil yang terpilih\* ( \*\*). Daripada akaun terakhir yang telah diselesaikan, jumlah wang tahanan ialah \$  
Untuk makluman, butir-butir kontrak adalah seperti berikut.

Nama Kontraktor ☐ Utama /  
☐ Kecil Yang Terpilih\* :

Jumlah Kontrak Terakhir : \$

Tarikh Siap Praktikal :

Tempoh Tanggungan  
Kecacatan berakhir pada :

Prestasi Pembinaan :

Jumlah Wang Tahanan : \$

Dari itu, permohonan di atas adalah ☐ disokong / ☐ tidak disokong \*.

.....  
Pengarah

☐ Dibenarkan / ☐ Tidak Dibenarkan \*

.....  
Ketua Pengarah Kerja Raya  
Jabatan Kerja Raya

Tarikh : .....

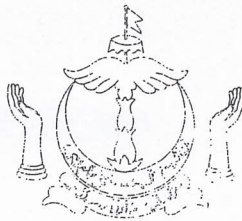
\* Sila tanda X mana yang berkenaan

\*\* nama kerja / kontrak kecil.



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS 8B3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنترين قمباغونن  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

JAMINAN BANK SEBAGAI GANTIAN PELEPASAN 75% DARI WANG TAHANAN  
(BANK GUARANTEE IN LIEU OF RELEASE OF 75% OF RETENTION FUND)

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Sila rujuk surat permohonan tetuan bil.  
Please refer to your letter ref.

bertarikh  
dated

memohon  
requesting

perkara di atas.  
the above.

Dengan ini dimaklumkan bahawa permohonan ☐ tetuan tidak diluluskan / ☐ telah pun diluluskan \*. Jika  
This is to inform you that your request has not been approved / has been approved \*. If

diluluskan, sila hadapkan jaminan bank seperti berikut:  
approved, please submit the bank guarantee as follows:

- a) bernilai 75% dari wang tahanan maksimum iaitu untuk kerja-kerja  
has a value of 75% of the maximum retention fund, ie \$ for works.
- b) dikeluarkan oleh bank tempatan dan boleh di tuntutan bila-bila masa  
is issued by a local bank and can be recalled 'on demand'
- c) sah laku sehingga tarikh (minimum 3 bulan selepas tempoh kecacatan berakhir)  
is valid until (3 months minimum after end of defects liability period)

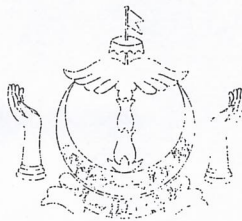
atau sehingga kerja-kerja pembaikan untuk kecacatan yang timbul dalam tempoh tanggungan kecacatan  
or until all rectification works for defects that appear during the defects liability period

dan komitmen lain selesai dengan memuaskan.  
and other commitments are completed satisfactorily.

.....  
Pegarah / Director of  
b.p. Ketua Pegarah Kerja Raya / for Director General of Public Works

s.k. / c.c. : YPP / Pegarah / Jurukira, JKR

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



Ruj. / Ref.

Tarikh / Date :

KESIAPAN MEMPERBAIKI KECACATAN  
COMPLETION OF FINAL MAKING GOOD DEFECTS

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

1. Menurut Fasal ☐ 16(a) / ☐ 17(a) / ☐ 14(d)\* Syarat-Syarat Kontrak, maka adalah dengan ini,  
In accordance with Clause 16(a) / 17(a) / 14(d)\* of the Conditions of Contract,

saya berpendapat, bahawa segala kecacatan, kesusutan dan apa-apa kerosakan lain jua pun terhadap  
in my opinion, the defects, shrinkage and any other faults whatsoever in respect of the

- ☐ Kerja-Kerja / ☐ sebahagian Kerja-Kerja\* yang tersebut di atas, yang dikehendaki diperbaiki di bawah  
Works / section of the Works\* as mentioned above, which were required to be made good under the

Syarat-Syarat Kontrak, telah diperbaiki pada  
Conditions of Contract, have been made good on

2. Menurut Fasal ☐ 37(a) / ☐ 38(a) / ☐ 14(d)\* Syarat-Syarat kontrak, wang tahanan  
In accordance with Clause 37(a) / 38(a) / 14(d)\* of the Conditions of Contract, the retention fund

dipotong pada sijil bayaran dahulu (dengan mengambil kira lain-lain bahagian  
deducted under the previous payment certificate (taking into account other partially

wang tahanan yang sudah dikeluarkan) berkenaan dengan Kerja-Kerja yang disebutkan atau sebahagian  
partially released retention fund) in respect of the said Works or part

daripadanya adalah, dengan ini dilepaskan.  
thereof, is hereby released.

Pengarah / Director of  
b.p. Ketua Pengarah Kerja Raya / for Director General of Public Works

s.k. / c.c. : YPP / Pengarah

/ Jurukira, JKR / Pengarah Perkhidmatan Kewangan / Juruaudit Agung

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتريين قمباغونن  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

NOTIS PEMERIKSAAN TERAKHIR TAPAKBINA  
NOTICE OF FINAL SITE INSPECTION

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Merujuk kepada Sijil Siap Kerja Praktikal rujukan  
With reference to the Certificate of Practical Completion reference

di mana Tempoh Tanggungan Kecacatan akan berakhir pada  
whereby the Defects Liability Period will expire on

diminta menghadiri pemeriksaan terakhir di tapakbina pada tarikh  
is requested to attend the final site inspection on

untuk memeriksa semua Kerja-Kerja yang telah siap sebelum Wang Tahanan boleh dilepaskan.  
to inspect all completed Works before the Retention Fund can be released.

, bertarikh  
, dated

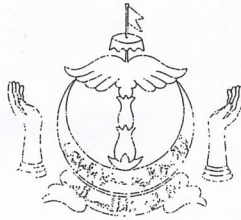
, tetuan atau wakil tetuan  
, you or your representative

jam  
at

(  
b.p. Pengarah  
for Director of

PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنترين قмбаغونر  
نظارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

NOTIS KECACATAN TERAKHIR  
FINAL NOTICE OF DEFECTS

Tetuan / Messrs.

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Lanjutan kepada pemeriksaan di tapakbina pada  
Further to the final site inspection held on

yang dihadiri oleh mereka yang disenaraikan  
attended by those listed

di sebelah dan menurut Fasal  
overleaf and in accordance with Clause

☐ 16(a) /  
16(a) /

☐ 17(a) /  
17(a) /

☐ 5\* Syarat-Syarat Kontrak, tetuan dengan ini  
5\* of the Conditions of Contract, you are hereby

dikehendaki untuk memperbaiki segala kecacatan seperti yang disenaraikan di Jadual Kecacatan (sila lihat sebelah),  
required to rectify all defects, as listed in the Schedule of Defects (please see overleaf),

atas perbelanjaan sendiri. Kerja-Kerja ini mesti disiapkan dalam jangkamasa  
at your own cost. These Works must be completed within the period of

☐ hari /  
days /

☐ minggu\*  
weeks\*

seperti yang telah dipersetujui antara Pegawai Pengawas dan pihak tetuan.  
as agreed between the Supervising Officer and your goodself.

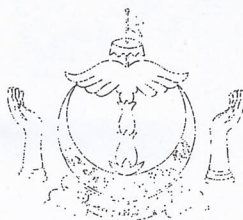
( )  
b.p. Pengarah  
for Director of

\* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر كرج راي  
كمنتيرين قمباغونن  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

JEMPUTAN UNTUK PEMERIKSAAN KERJA-KERJA PEMBAIKAN TERAKHIR  
INVITATION TO INSPECT FINAL RECTIFICATION WORKS

Tetuan / Messrs

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Merujuk kepada Notis Kecacatan Terakhir bagi Kontrak di atas rujukan  
With reference to the Final Notice of Defects for the above Contract reference

bertarikh  
dated

sukacita tetuan atau wakil tetuan diminta hadir ke tapakbina pada  
you or your representative is requested to be present on site on

jam  
at

untuk memeriksa kerja-kerja pembaikan terakhir.  
to inspect the final rectification works.

( )  
b.p. Pengarah  
for Director of

## MEMORANDUM

Kepada / To :

Daripada / From :

Ruj. / Ref :

Tarikh / Date :

### MEMPERBAIKI KECACATAN TERAKHIR FINAL MAKING GOOD OF DEFECTS

Nama Projek :  
Project Title :

Bil. Kontrak :  
Contract No. :

Sukacita merujuk pemeriksaan kerja-kerja pembaikan terakhir bagi kontrak di atas pada  
With reference to the final rectification works inspection for the above Contract on

yang telah dihadiri oleh :-  
attended by the following :-

Dengan ini adalah dimaklumkan bahawa kerja-kerja pembaikan tersebut telah siap dengan memuaskan.  
This is to confirm that the rectification works have been performed satisfactorily.

.....  
( )

b.p. Pengarah  
Jabatan Kerja Raya  
Negara Brunei Darussalam.

/ for Director of

s.k. / c.c. : Pengarah

/ / Juruaudit Agung



## MINIT

Kepada / To :

Daripada / From :

Ruj. / Ref :

Tarikh / Date :

### NOTIS PENYERAHAN UNTUK PEMELIHARAAN NOTICE OF HANDING OVER FOR MAINTENANCE

Nama Projek :  
Project Title

Tempat :  
Location :

Tarikh Siap Praktikal :  
Practical Completion Date :

Bil. Kontrak :  
Contract No. :

Nama Kontraktor Utama :  
Name of Main Contractor :

Nama-Nama Kontraktor Kecil yang Terpilih :  
Name of Nominated Sub-Contractor(s) :

Sukacita dimaklumkan bahawa Tempoh Tanggungan Kecacatan selama  
This is to confirm you that the Defects Liability Period of

Bulan  
months

telah berakhir pada  
have ended on

dan segala kecacatan telah diperbaiki. Kerja-Kerja ini  
and all defects have been rectified. The Works is now

sekarang dengan rasminya diserahkan kepada Bahagian tuan bagi pemeliharaan.  
formally handed over to your Section for maintenance.

Bersama ini disertakan salinan perkara-perkara berikut :-  
Attach herewith copies of the following :-

- \* ☐ a) Drawings and Specification
- \* ☐ b) Warranties
- \* ☐ c) Manuals
- \* ☐ d) Photographs (more than B\$1.0 million)

( )

b.p. Pengarah  
Jabatan Kerja Raya  
Negara Brunei Darussalam.

/ for Director of

s.k. / c.c. : YPP / Pengarah

, JKR

- \* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

## MEMORANDUM

Kepada / To :

Daripada / From :

Ruj. / Ref :

Tarikh / Date :

### NOTIS PENYERAHAN UNTUK PEMELIHARAAN NOTICE OF HANDING OVER FOR MAINTENANCE

Nama Projek :  
Project Title :

Tempat :  
Location :

Tarikh Siap Praktikal :  
Practical Completion Date :

Bil. Kontrak :  
Contract No. :

Nama Kontraktor Utama :  
Name of Main Contractor :

Nama-Nama Kontraktor Kecil yang Terpilih :  
Name of Nominated Sub-Contractor(s) :

Sukacita dimaklumkan bahawa Tempoh Tanggungan Kecacatan selama  
This is to confirm you that the Defects Liability Period of

bulan  
months

telah berakhir pada  
have ended on

dan segala kecacatan telah diperbaiki. Kerja-Kerja ini sekarang  
and all defects have been rectified. The Works is now

dengan rasminya diserahkan kepada Jabatan tuan bagi pemeliharaan.  
formally handed over to your Department for maintenance.

Bersama ini disertakan salinan perkara-perkara berikut :-  
Attach herewith copies of the following :-

- \* ☐ a) Drawings and Specification
- \* ☐ b) Warranties
- \* ☐ c) Manuals
- \* ☐ d) Photographs (more than B\$1.0 million)
- \* ☐ e) Others (please specify)

( )

b.p. Pengarah / for Director of  
Jabatan Kerja Raya  
Negara Brunei Darussalam.

s.k. / c.c. : YPP / Pengarah , JKR

- \* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable



## MEMORANDUM

Kepada / To :

Daripada / From :

Ruj. / Ref :

Tarikh / Date :

### NOTIS PENYERAHAN UNTUK PEMELIHARAAN NOTICE OF HANDING OVER FOR MAINTENANCE

Nama Projek :  
Project Title :

Tempat :  
Location :

Tarikh Siap Praktikal :  
Practical Completion Date :

Bil. Kontrak :  
Contract No. :

Nama Kontraktor Utama :  
Name of Main Contractor :

Nama-Nama Kontraktor Kecil yang Terpilih :  
Name of Nominated Sub-Contractor(s) :

Sukacita dimaklumkan bahawa Tempoh Tanggungan Kecacatan selama  
This is to confirm you that the Defects Liability Period of

bulan  
months

telah berakhir pada  
have ended on

dan segala kecacatan telah diperbaiki. Kerja-Kerja ini sekarang  
and all defects have been rectified. The Works is now

dengan rasminya diserahkan kepada  
formally handed over to

bagi pemeliharaan.  
for maintenance.

Bersama ini disertakan salinan perkara-perkara berikut :-  
Attach herewith copies of the following :-

- \* ☐ a) Drawings and Specification
- \* ☐ b) Warranties
- \* ☐ c) Manuals
- \* ☐ d) Photographs (more than B\$1.0 million)

( )

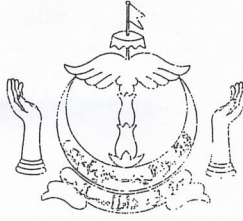
b.p. Pengarah / for Director of  
Jabatan Kerja Raya  
Negara Brunei Darussalam.

s.k. / c.c. : YPP / Pengarah , JKR

- \* Sila tanda X mana yang berkenaan  
Please mark X whichever is applicable

**PUBLIC WORKS DEPARTMENT  
MINISTRY OF DEVELOPMENT  
BRUNEI DARUSSALAM**

JABATAN KERJA RAYA  
KEMENTERIAN PEMBANGUNAN  
JALAN LAPANGAN TERBANG LAMA BERAKAS BB3510  
BANDAR SERI BEGAWAN, NEGARA BRUNEI DARUSSALAM  
NO. TEL : 673-2-383911 / NO. FAX : 673-2-



جباتر: كرج راڤي  
كمئترين قمباغونر  
نكارا بروني دارالسلام

Ruj. / Ref.

Tarikh / Date :

**REGISTERED**

The Manager  
(Name and Address of Bank)

Dear Sir

Bank Guarantee No. :

Name of Contractor :

Project Title :

The above guarantee expires on :

As the Contractor has not satisfactorily completed the rectification of the defects that appear during the Defects Liability Period as per Contract, you are required to deposit the amount of your guarantee of \$ (Value of Guarantee) with our department with immediate effect.

Yours faithfully

.....  
Director of  
for Director General of Public Works

c.c. : DG / Section / Contractor

*Note : all in italics to be filled / replaced as appropriate*

\* Delete whichever is not applicable



## MINIT

Kepada : Ketua Pengarah Kerja Raya  
Daripada : Pengarah , JKR  
Ruj. :  
Tarikh :

### SOKONGAN TUNTUTAN JAMINAN BANK GANTIAN WANG TAHANAN

Nama Projek :

Bil. Kontrak :

Nama Kontraktor :

Jumlah Kontrak Terakhir : \$

Tarikh Siap Praktikal :

Tempoh Tanggungan Kecacatan berakhir pada

Rujukan Jaminan Bank :

Jumlah : \$

Untuk makluman Pengiran Dato, kontraktor telah diberi tempoh kecacatan yang timbul dalam Tempoh Tanggungan Kecacatan.

☐ hari / ☐ minggu\* untuk membaiki

Oleh kerana pembaikan hanya %, dipohonkan kebenaran Pengiran Dato supaya Jaminan Banknya dituntut sebelum sahlakunya berakhir pada

.....  
**Pengarah**

Jabatan Kerja Raya  
Negara Brunei Darussalam.

.....  
☐ Dibenarkan / ☐ Tidak Dibenarkan \*

.....  
**Ketua Pengarah Kerja Raya**  
Negara Brunei Darussalam.

Tarikh : .....

\* Sila tanda X mana yang berkenaan