



REQUEST FOR TENDER

<i>Enquiries Title</i>	RADIO FREQUENCY PLANNING TOOL (SOFTWARE)
<i>Enquiries No.</i>	TBB/TXN/201712/T/020
<i>Enquiries Opening</i>	12 th January 2018
<i>Enquiries Closing</i>	08 th February 2018
<i>Eligibility</i>	REGISTERED UNDER TELBRU: TE1, TE2 & TE6
<i>Tender Fee</i>	BND\$50.00

Telekom Brunei Berhad (TelBru) is looking for a qualified vendor to execute the above work. Enquiries document can be obtained from **TelBru Vendor Registration Unit, Supply Chain Management, Level 4, RBA Plaza, Jalan Sultan, BS 8811, Bandar Seri Begawan, Negara Brunei Darussalam** from Monday to Thursday (8.00am – 11.30am and 1.15pm – 4.00pm) and Friday (7.45am – 11.15am and 2.15pm – 4.00pm) for BND\$50.00 (FIFTY BRUNEI DOLLARS), or otherwise can be downloaded from <https://www.telbru.com.bn/eqquotes>

Important:

This is a Request for Tender only and is in no way constitute as a firm Purchase Order or Contract. Telekom Brunei Berhad is not bound to accept the contractor's quotation in part or whole.

We required interested Tenderer to submit signed and company stamp of Non-Disclosure Agreement (as per attached) prior to collecting of Tender Document.

Please refer to our General Conditions of Purchase at <https://www.telbru.com.bn/scm/>

No correction fluid shall be used in the document. Errors shall be crossed out and initialized by the respective contractor. Any quotation found to be corrected using correction fluid will not be entertained.

Tenderers must submit the Technical Proposal and Commercial Proposal in two (2) separate envelopes. One (1) envelope to be marked "TECHNICAL PROPOSAL – UNPRICED" and the other envelope to be marked "COMMERCIAL PROPOSAL – PRICED".

Company's name and address is **NOT REQUIRED** to be printed on the envelope(s). Once shown, the quotation will be disqualified. The Commercial Proposal envelope and the Technical Proposal envelope shall be put into one (1) envelope ("THE OUTER ENVELOPE"). The Outer Envelope shall have in its top left corner the *Enquiries Title, Enquiries Number, Enquiries Opening* and *Enquiries Closing*. Enquiries submitted shall be addressed to:

CHAIRPERSON OF TELBRU TENDER COMMITTEE
TELBRU TENDER COMMITTEE
TELEKOM BRUNEI BERHAD
LEVEL 4, RBA PLAZA, JALAN SULTAN,
BS 8811, BANDAR SERI BEGAWAN,
NEGARA BRUNEI DARUSSALAM



 For TELEKOM BRUNEI BERHAD

DATED THIS _____ DAY OF _____ 2018

BETWEEN

TELEKOM BRUNEI BERHAD

AND

.....

NON - DISCLOSURE AGREEMENT

FOR

**RADIO FREQUENCY PLANNING TOOL
(SOFTWARE)
TBB/TXN/201712/T/020**

This **NON-DISCLOSURE AGREEMENT** is made on the day of 2018

BETWEEN

TELEKOM BRUNEI BERHAD (TelBru), a company incorporated under the Companies Act, Cap. 39 and having its office at TelBru Headquarters, Level 4, RBA Plaza, Jalan Sultan, BS 8811 Bandar Seri Begawan, Negara Brunei Darussalam.

AND

....., a company incorporated and having its principal place of business at

.....
.....

(hereinafter referred to as "Tenderer")

WHEREAS, both Parties wish to disclose and receive from each other, from time to time, certain confidential information and ideas regarding current and future technology and projects and/or business plans and opportunities, for specific purpose of discussing and/or pursuing a possible business relationship between the Parties,

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following words and terms shall have the corresponding meanings prescribed below, unless the context otherwise requires:-

1.1.1 "Agreement" means this Non-Disclosure Agreement.

1.1.2 "Confidential Information" means any and all information of any kind, whether in written or electronic format, oral or otherwise, and whether or not labelled as "Confidential" including information relating to data, business, financial condition, marketing strategies, market opportunities, know-how, trade secrets, pricing information, product plans, products, software developments, inventions, operations, suppliers, customer list, customers and records, inventions, processes, formulae, technology, designs, drawings, engineer and hardware configuration information, corporate or trade information and any other information, including memoranda, notes and reports whether in writing or otherwise.

- 1.1.3 "Disclosing Party" means the Party disclosing Confidential Information.
 - 1.1.4 "Party" means either of the Parties to this Agreement and includes that Party's successors and permitted assigns.
 - 1.1.5 "Parties" mean both Parties to this Agreement and their respective successors and permitted assigns.
 - 1.1.6 "Personnel" means the employee, staff, officers, advisors and/or agents of either Party.
 - 1.1.7 "Receiving Party" means the Party receiving the Confidential Information.
- 1.2 In this Agreement, unless the context otherwise requires:-
- (a) the headings and underlining in this Agreement are for convenience only and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of this Agreement;
 - (b) words importing the singular include the plural and vice versa and words importing a gender include every gender; and
 - (c) a reference to "including" is a reference to "including, but is not limited to".

2. CONFIDENTIAL INFORMATION

- 2.1 The Disclosing Party may from time to time disclose to the Receiving Party Confidential Information concerning the Disclosing Party.

3. PROTECTION OF CONFIDENTIAL INFORMATION

- 3.1 The Receiving Party shall take all reasonable care to ensure that all Confidential Information of the Disclosing Party is securely kept by the Receiving Party and the Receiving Party's Personnel and shall not disclose the Confidential Information of the Disclosing Party to any third party, without the prior written consent of the Disclosing Party. Where such consent is granted the Receiving Party shall ensure that the third party to whom disclosure is made is bound by the same obligations of confidence, security and non-use as contained in this Agreement or where such third party is a government or government agency that the third party agrees to treat such information as confidential and proprietary information.
- 3.2 The Receiving Party shall not use the Confidential Information of the Disclosing Party in any fashion, form, manner or for any purpose not expressly permitted by, or in furtherance to, this Agreement.

- 3.3 The Receiving Party shall disclose the Confidential Information of the Disclosing Party only to the Personnel of the Receiving Party who have a need to know such Confidential Information for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder.
- 3.4 Each Party shall protect the confidentiality of the other Party's Confidential Information from unauthorised use, access or disclosure in the same manner it protects the confidentiality of its own proprietary information and Confidential Information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.
- 3.5 The Parties agree that all Confidential Information disclosed hereunder shall, at all material times remain the property of the Disclosing Party. Neither the execution and delivery of this Agreement, nor the furnishing of any Confidential Information by the Disclosing Party shall be construed as granting to the Receiving Party either expressly, or by implication, estoppel or otherwise, any license under any invention, patent, copyright, trade secret, industrial or intellectual property of any type, recognized under any law, now or hereafter owned, licensed, or controlled by the Disclosing Party. Nothing in this Agreement shall be deemed or construed to grant the Receiving Party a license to sell, develop, exploit or further develop any Confidential Information of the Disclosing Party. In addition, provided the Parties comply with the confidentiality obligations contained herein, this Agreement shall not in any manner affect either Party's present business activities in any nature, including business activities that may be competitive.
- 3.6 Nothing contained in this Agreement shall be construed to grant either Party any rights in the other Party's trademarks, service marks, good will, trade names, rights in packaging, trade dress, rights of publicity, merchandising rights, advertising rights, or any other similar right now known or existing in the future. Either Party shall not act so as to damage the reputation or goodwill of the other Party, nor shall such Party act so as to impair or otherwise lessen the value of the other Party's trademarks, service marks, good will, trade names, rights in packaging, trade dress, rights of publicity, merchandising rights, advertising rights, or any other similar right now known or existing in the future.
- 3.7 The Receiving Party shall not copy or reproduce Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent.
- 3.8 The Parties agree to keep the existence and nature of this Agreement confidential and not to use the same or the name of the other party (or of any other company in the group of companies of which the other party forms part) in any publicity, advertisement or other disclosure with regard to this Agreement without the prior written consent of the other party.

4. EXCEPTIONS

4.1 The Receiving Party's obligations under Section 3 with respect to any Confidential Information of the Disclosing Party shall not apply if such information was:-

- i. previously known to it without an obligation of confidence;
- ii. independently developed for the Receiving Party without access to the other Party's Confidential Information;
- iii. acquired by it from a third party which is not, to the Receiving Party's knowledge, under an obligation to the Disclosing Party not to disclose such information;
- iv. acquired by it from a third party which is not, to the Receiving Party's knowledge, under an obligation of non-use to the Disclosing Party; or
- v. which is or becomes publicly available through no breach of this Agreement by the Receiving Party.

4.2 In the event either Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party of such required disclosure and tender to it the defence of such demand. Unless the demand shall have been timely limited, quashed or extended, the Receiving Party shall thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the party to whom the defence has been tendered, the recipient shall co-operate (at the expense of the requesting party) in the defence of a demand.

5. RETURN OF CONFIDENTIAL INFORMATION

5.1 The Receiving Party shall return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, and permanently erase all electronic copies of such Confidential Information promptly upon the following, whichever occurs first:-

- (a) the written request of the Disclosing Party; or
- (b) the completion of this Agreement; or
- (c) the termination of this Agreement.

6. EFFECTIVE DATE

- 6.1 This Agreement shall become effective as of the date Confidential Information is first made available between the Parties hereunder. This Agreement shall continue in force from the effective date as provided in this clause until terminated by mutual consent or by either party by giving to the other not less than one (1) month's prior written notice. Parties' obligations under this Agreement shall survive any termination of this Agreement.

7. THIRD PARTY MISAPPROPRIATION

- 7.1 In the event the Receiving Party becomes aware of any misappropriation or misuse of any Confidential Information of the Disclosing Party by any person or entity, the Receiving Party shall immediately advise and notify, both orally and in writing, the Disclosing Party.

8. EQUITABLE RELIEF

- 8.1 The Parties acknowledge that a breach of the confidentiality obligations provided for under this Agreement may result in immediate and irreparable harm to the other Party, for which there will be no adequate remedy at law, and in addition to any monetary damages awarded, a court of competent jurisdiction may grant equitable relief, including without limitation, orders to cease and desist all unauthorized uses and disclosures of Confidential Information.

9. NOTICE

- 9.1 All notices which either Party is required or may desire to serve upon the other Party shall be in writing, addressed to the Party to be served as follows:

TELEKOM BRUNEI BERHAD
TelBru Headquarters, Level 4,
RBA Plaza, Jalan Sultan,
BS 8811 Bandar Seri Begawan,
Negara Brunei Darussalam
Attention: (C –LEVEL)

Company Name :
Company Address :
.....
.....
.....
.....
Attention :

Notice shall be deemed to have been served upon receipt.

10. GENERAL

- 10.1 This Agreement may not be amended, waived or modified, except by an instrument in writing executed by duly authorized representatives of the Parties.
- 10.2 Any attempt to assign or transfer this Agreement or any interest herein (including, without limitation rights and duties of performance) without prior written consent of the other Party is null and void *ab initio* and without force and effect.
- 10.3 In the event that any provision hereof or any obligation hereunder is found invalid or unenforceable pursuant to any applicable law or a judicial decree or decision, any such provision or obligation shall be deemed and construed to extend only to the maximum permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 10.4 This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any pre-existing or contemporaneous agreements and any oral or written communications between the Parties concerning the subject matter hereof.
- 10.5 Nothing in this Agreement shall prohibit or restrict either party's right to develop, use, or market products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach this Agreement. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information.
- 10.6 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

- 10.7 This Agreement shall be governed by and construed according to the laws of Brunei Darussalam.
- 10.8 The Parties shall make every effort to amicably resolve by direct informal negotiation any dispute arising between them pursuant to or in connection with this Agreement. If the Parties are unable to amicably resolve any dispute within thirty (30) days from the date such dispute arose, either Party shall require that the dispute be referred for resolution by arbitration, in accordance with the provisions of the Arbitration Order, 2009. The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the parties, or failing agreement, to be nominated in accordance with the Arbitration Order, 2009. The applicable rules of arbitration shall be the UNCITRAL Rules of Arbitration. The seat and place of arbitration shall be Brunei Darussalam, and the language of the arbitration shall be English. All rights and obligations of the Parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam. The application of Part II of the International Arbitration Order, 2009 and the Model Law referred thereto, to this Agreement is hereby excluded.

IN WITNESS WHEREOF the Parties have hereunto executed this Non-Disclosure Agreement the day and year first abovestated.

FOR

Signed for and behalf of

Name:
Designation:

Witnessed by

Name:
Position: