

REQUEST FOR QUOTATION
HEALTH PROMOTION CENTRE

REFERENCE: MOH/HPC/QTN/25-26 (11A)

TITLE: THE MANAGEMENT AND OPERATION OF HPC CAFÉ FOR HEALTH PROMOTION CENTER (HPC), MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS (RENTAL)

NO.	SPECIFICATION AND REQUIREMENT	OFFER (YES/NO)	REMARKS (IF ANY)
1.	The Tenderer shall only be permitted to conduct the business of operating and managing the Café approved by the Government of Brunei Darussalam		
2a.	<p>The Tenderer shall perform the following Café services (Main Service):</p> <ol style="list-style-type: none"> 1. providing variety of food choices, 2. food preparation, handling, storage and distribution, and 3. reducing the risk of infections in the facility associated with operations of the food services 		
2b.	<p>The Tenderer also agreed to perform the following (Secondary Service):</p> <ol style="list-style-type: none"> 1. Monitor and manage provision for specialty Kiosk by third-party selected/approved by Health Promotion Centre (HPC). <ul style="list-style-type: none"> • When required, appointed Tenderer to propose a third-party food and beverages (F&B) Kiosk operator based on the HPC requirements • Monthly kiosk rental to be fixed at BND100.00. The rental received from the Kiosk to be <u>shared equally</u> between HPC and the appointed Tenderer. • The Kiosk rental shall be on a short-term basis (of not more than 3 months each) 2. Fully manage, operate and facilitate Café for the purpose of running third-party F&Bs products through CubeShop-style services, in the effort to help other micro, small and medium enterprises (mSMEs). <ul style="list-style-type: none"> • HPC to allow appointed Tenderer to <u>fully gain</u> the rental from renting out limited number of boxes/cubes. 		
3.	<p>Tenderer agreed to provide healthier choice options for food and beverages with a portion (at least 20%) of listed in the F&B menu.</p> <ul style="list-style-type: none"> • HPC shall assist in identifying the healthier choice from appointed Tenderer's proposed F&B menu. <p>Tenderer also agreed to indicate the relevant F&B in the menu with Healthier Choice Logo.</p>		

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4.	Tenderer agrees to give a certain percentage for special discount over the prices of F&B sold to employees and staff members of the HPC.		
5.	Provision of utensils and consumables (including crockeries, cutleries, disposable napkins, hand soap etc.) which are fit to be used by the customers at the Café.		
6.	The Tenderer shall keep/stock crockeries, cutleries and utensils in proper storage.		
7.	The Tenderer to provide the premise with the needful necessities such as cold storage, fixed cabinet or loose furniture.		
8.	The premise shall be maintained to the highest standard of cleanliness. Relevant HPC officers from respective unit shall be allowed to inspect the premise at all time.		
9.	The Tenderer shall provide cleaners to maintain the kitchen cleanliness, neatness, hygienic at all times.		
10.	The Tenderer shall provide complete utensils, utensils' washing dispenser, rubbish trolleys, rubbish/garbage bins, garbage plastic bags, pails and mops, detergents for floor, walls, mirrors and etc		
11.	The Tenderer shall be responsible for the proper disposable of waste e.g. used cooking oil, food waste, and used disposable items.		
12.	The Tenderer shall also provide electrical insect killer, plastic curtain (s) for kitchen (and dining area, where appropriate).		
13.	The Tenderer shall be responsible for maintenance of the infrastructure, replacements of electrical fittings, and equipment at all time, including routine maintenance of air-conditioners.		
14.	The Tenderer may at their own expense, renovate and upgrade the existing kitchen and dining areas to enhance the look and functionality, after getting prior approval from HPC and MOH.		

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15.	<p>Any civil work in relation to the installation of equipment including building modification will be of Tenderer responsibility.</p> <p>The proposed building modifications must be submitted to the CEO of HPCs for permission before its implementation</p>		
16.	<p>The Tenderer shall finance towards the cost of supplying, installing, commissioning and maintenance of any related equipment/furniture/ including directional signage.</p> <p>Such signage design shall be submitted to HPC for first approval, prior to subsequent submission to any other relevant authority, as required.</p>		
17.	The Café tenderer shall comply with rules and regulations set by the HPC at all times.		
18.	The Tenderer shall bear in mind that the appearance of the Café together with the Café operation management shall contribute and enhance the image of HPC. It should be of an ambience of quality and modern-style. (note: it is intended for the Café to cater not only to HPC/MOH employees, but the general public.)		
19.	The Tenderer shall operate the eatery 5 days a week (from Mondays to Thursdays and Saturdays) with a minimum 9.5 hours a day, except public holidays and during the month of Ramadhan (shorter operating time).		
20.	Tenderer agrees to uphold the health, safety, security and environment (HSSE) of the Café management and operations, especially those that could impact the customers.		
21.	<p>Tenderer is required to submit a business proposal (colored 2D) of the designated area complete with the proposed enhancement of the appearance of the Café facilities, services to be offered. (Note: also to consider the locations for Kiosk and CubeShop)</p> <p>Please provide and mark this as <u>APPENDIX A</u> of Tenderer's bid/offer.</p>		
22.	<p>To submit a proposal of menu suited of Café specifically ranging but not limited to items as stated in F&B pricing list (to use template as per Schedule A provided)</p> <p>Please provide and mark this as <u>APPENDIX B</u> of Tenderer's bid/offer.</p>		

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NO.	SPECIFICATION AND REQUIREMENT	OFFER (YES/NO)	REMARKS (IF ANY)
23.	Site visit by Tenderer is required for this Tender. Failure to make site visit and obtain signed/stamped from HPC may disqualify Tenderer from this Tender. Site visit to be undertaken only during HPC working hours. Tenderer may book a site visit slot with HPC focal.		
24.	Tenderer is also required to submit price quote (MINIMUM BND 300.00) for the Café.		
25.	The successful Tenderer shall not sub-let the contract to a third party.		
26.	Only Tenderer(s) which operates under the business sector (56 – Food and Beverages services activities) as stated in the respective Business Registration Certificate (16 & 17) and with valid Halal Certification issued by Majlis Ugama Islam Brunei Darussalam (MUIB), shall be considered for this Tender. Please provide a copy of Tenderer's <u>Business Registration Certificate</u> and valid <u>Halal Certificate</u> .		

Other Requirements		Provided (Yes / No)
1.	SITE VISIT NOTE (stamped by HPC)	
2.	APPENDIX A	
3.	APPENDIX B	
4.	TENDERER'S BUSINESS REGISTRATION CERTIFICATE (16 & 17) AND VALID HALAL CERTIFICATE (MUIB) – COPIES ONLY	

The vendor as undersigned below, hereby understands the requirements and specifications of the goods/services stated herein (Form A and Form B). Vendor further certifies that the quote/offer and information provided are correct:-

Company Name				Company Stamp
Contact Person		Contact Number		
Signature		Date		

REQUEST FOR QUOTATION
HEALTH PROMOTION CENTRE

For any enquiry, please contact:

- **Hj Mohd Firdey Hazarullah bin Hj Md Zain, Chief Executive Officer, Health Promotion Centre** at **2385800 ext 259** or e-mail: firdey.zain@moh.gov.bn; or
- **Nor Hakeemah Adilah binti Nor Hazimin, Special Duty Officer Grade II, Health Promotion Centre** at **2385800 ext 259** or e-mail: adilah.hazimin@moh.gov.bn

For specific enquiries on **site visit** (during HPC working hours only), please contact:

- **Awang Muhammad Hazwan Bin Zaini, Health Education Technician, Health Promotion Centre** at **2385800 ext 259** or e-mail: hazwan.zaini@moh.gov.bn

REQUEST FOR QUOTATION
HEALTH PROMOTION CENTRE
MINISTRY OF HEALTH

REFERENCE: MOH/HPC/QTN/25-26 (11A)

TITLE: THE MANAGEMENT AND OPERATION OF HPC CAFÉ FOR HEALTH PROMOTION CENTER (HPC), MINISTRY OF HEALTH FOR A PERIOD OF THREE (3) YEARS (RENTAL).

NO.	DETAILS	UNIT	MONTHLY RENTAL (BND)	YEARLY RENTAL (BND)	3-YEAR CONTRACT RENTAL (BND)
			[a]	[b] = [a] x 12	[c] = [b] x 3
1)	<p>The Management and Operation of HPC Café for Health Promotion Center (HPC), Ministry of Health</p> <p>Contract duration: Three (3) Years Service type: Rental of space/facility</p> <p>Inclusive of:</p> <ul style="list-style-type: none"> provision of Main service provision of Secondary Service compliance to other requirements as set in the Specification and Requirement (as set in Form A) 	1	BND _____	BND _____	BND _____

Price Validity (Months) [minimum 6 months from tender closing date]

Readiness to Commence / Delivery Period (Weeks) – [Preferably not more than 8 week after Award]

Company Name				Company Stamp
Contact Person		Contact Number		
Signature		Date		

SITE VISIT FORM

Vendor Company Name: _____

Focal Name: _____

Contact No.: _____

Purpose of Site Visit:

Requirement for

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Location: HPC Café, Health Promotion Centre

Date of visit: _____

Time of visit: _____

Verified by: _____

HPC Stamp / sign / date

APPENDIX A

Vendor Business Proposal for HPC Cafe

(Please refer to Form A – Specification and Requirement – No. 21 for further details)

Vendor to mark **Appendix A** in the actual final Proposal for submission

APPENDIX B

SCHEDULE A

PRICING LIST

LIST OF FOOD AND BEVERAGES TO BE SOLD

A. LIST OF FOOD

A.1. FOOD (HEALTHIER CHOICE)			
LIST	PRICE	LIST	PRICE
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

[Please add more, if necessary]

A.2. OTHER FOOD			
LIST	PRICE	LIST	PRICE
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

[Please add more, if necessary]

B. LIST OF BEVERAGES

B.1. BEVERAGES / DRINKS (HEALTHIER CHOICE)			
LIST	PRICE	LIST	PRICE
1.		4.	
2.		5.	
3.		6.	
4.		7.	
5.		8.	

[Please add more, if necessary]

B.2. OTHER BEVERAGES			
LIST	PRICE	LIST	PRICE
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

[Please add more, if necessary]

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SCHEDULE A

PRICING LIST

THIS AGREEMENT is made on the _____ day of _____, 20_____.

BETWEEN

THE GOVERNMENT OF HIS MAJESTY THE SULTAN AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM, represented by the Ministry of Health, Commonwealth Drive, Bandar Seri Begawan BB3910, Brunei Darussalam (hereinafter referred to as "the Government").

AND

[COMPANY NAME], a company incorporated in Brunei Darussalam under the Companies Act (**Cap. 39 of the Laws of Brunei**) with its registered office is at [company address], Brunei Darussalam (hereinafter referred to as the "the Tenant").

WHEREAS

- A. The Government is the owner of all that building described as the single-storey building situated at the Health Promotion Centre, Ministry of Health Headquarter, Jalan Menteri Besar, Bandar Seri Begawan BB3910, Brunei Darussalam, (hereinafter referred to as "HPC")
- B. The Government is desirous of letting to the Tenant all that portion of the Café facility situated in the HPC in order to carry out, manage and operate Café services (hereinafter referred to as "the Café")
- C. The Government has agreed TO LET and Tenant has agreed TO TAKE the Café for the term, at the rent and subject to the terms, conditions, covenants and stipulations as hereinafter appearing.

NOW IT IS AGREED as follows:

1. **The term hereby granted**

- 1.1 The Government hereby LETS and the Tenant TAKES the Café for the term of **THREE (3) YEARS** (hereinafter referred to as "the term hereby created") commencing on _____ and expiring the _____.
- 1.2 The monthly rent shall be payable as from the commencement of this tenancy.

2. **Monthly Rental**

The Tenant shall pay to the Government the monthly rent of **Brunei Dollars _____ Only (B\$ _____.00)** (hereinafter referred to as the "the monthly rental").

3. **THE TENANT HEREBY AGREES WITH THE GOVERNMENT** as follows: -

3.1 **Time of payment of monthly rental**

- 3.1.1 To pay the monthly rental in advance within the first **SEVEN (7) DAYS** of each and every succeeding calendar month without any notice from the Government and without any deduction whatsoever and whether or not the Café is occupied.
- 3.1.2 The monthly rental shall commence to be payable by the Tenant to the Government upon the commencement of the tenancy as stated in **Clause 1.1** above.

3.1.3 All cost of fitting out and renovations to the Café shall be borne solely by the Tenant and in accordance with all rules building regulations and by laws of the relevant authorities.

3.2 Deposit

3.2.1 Upon signing of this Agreement, to pay to the Government the sum of **Brunei Dollars _____ Only (B\$_____.00)** equivalent to **three (3) Months** of the monthly rental (hereinafter called "the Deposit") and the Deposit shall be held by the Government as Deposit for the Tenant to duly observe and comply with the terms, conditions, covenants and stipulations herein contained and so long as the Tenant shall duly observe and perform the same the Government shall at the end or sooner determination of the term hereby created refund to the Tenant the Deposit free of interest but less all costs and expenses properly payable by the Tenant.

3.2.2 If the Tenant fails to observe and perform any of the terms, conditions, covenants and stipulation herein contained and on its part to be observed and performed then in and in such case it shall be lawful for the Government to deduct from the Deposit such sum or sums as may be necessary to make good and satisfy such damages and losses arising from the Tenant's failure as herein before stipulated but without prejudice to the right of action of the Government against the Tenant in respect of any antecedent breach of any of the agreements, covenants and conditions herein contained on the part of the Tenant to be observed and performed or any claim arising from the Tenant's failure as aforesaid in excess of the Deposit.

3.3 Operation and Management of Café

Main Service

To use and occupy the Café for the purposes of managing and operating of restaurant or Café services only and to obtain any licences, permits and approvals from the relevant authorities which may be required for such use.

Secondary Service

In addition to Main Service, the Tenant shall monitor, manage and facilitate part of the Café for the purpose of running a successful third-party food and beverages services through Kiosk-style and CubeShop-style services.

3.4 Licences

3.4.1 To obtain a 'Miscellaneous Licence' from the Brunei-Muara District Licensing Board under the Miscellaneous Licences Act (CAP 127).

3.4.2 To hold and continue to hold a Business Licence under the Business Names Act (CAP 92 of the Laws of Brunei).

3.5 Business Hours

To operate the Café services eatery minimum five (5) days a week specifically from Mondays to Thursdays and Saturdays with a minimum 9.5 hours a day, except during public holidays and during the month of Ramadhan (shorter operating time).

3.6 Food and Beverage to be sold

3.6.1 To prepare and offer for sale all such food and beverages including, but not limited to, the food and beverages set out in **Schedule A**.

- 3.6.2 To put up the price list of all food and beverages offered for sale and/or sold at the Café, which prices shall be as specified in **Schedule A**.
- 3.6.3 Not to increase the prices of the food and beverages without the prior consent of the HPC Administrator and the Ministry of Health.
- 3.6.4 To give a special discount over the food and beverages pricing in the menu, including the price list mentioned in **Clause 3.6.2**, for employees and staff members of the HPC.

3.6.5 Healthier Choice

The Tenant to provide healthier choice options for food and beverages with a portion of at least twenty percent (20%) of listed in the Café food and beverages menu. HPC shall assist in identifying the healthier choice from the Café food and beverages menu. Subsequently, the Tenant shall indicate the identified healthier selection of food and beverages on the menu with the Healthier Choice logo. The copy of Healthier Choice logo can be obtained from HPC for this purpose.

3.7 Hygiene

- 3.7.1 To prepare all food and beverages in a clean and hygienic manner.
- 3.7.2 To prepare and sell only food and beverages which is sound and fit for human consumption.
- 3.7.3 To ensure that all food and beverages prepared for sale, including all ingredients, fulfill the requirements of the Halal Haram Board of Brunei Darussalam.
- 3.7.4 To ensure that all food ingredients including but not limited to meat, poultry, fish and vegetable are kept in separate plastic containers and stored in the refrigerator in a safe and hygienic manner.
- 3.7.5 To ensure that the premises of the Café and all apparatus and utensils used in connection with the sale or preparation for sale of food and beverages be kept clean.
- 3.7.6 To ensure to maintain the cleanliness of the premises of the Café, including the kitchen, grease trap and the temporary rubbish dump site.

3.8 Employees

- 3.8.1 To employ an adequate number of employees in order to operate and run the Café efficiently.

3.9 Installation, security and maintenance of the Café

- 3.9.1 To purchase, install, maintain and repair the equipment and appliances in the Café at its own costs and to ensure that the installation and maintenance of the said equipment and appliances shall not cause any disruption, nuisance or disturbance at the HPC and to keep the interior of the Café including all interior wall, plaster, doors, electric wiring conduits, pipes, fixtures and fittings which are the property of the Government in upon and belonging to the Café which the Tenant has the use of in good and tenantable repair and condition (fair wear and tear excepted) and to repair and replace any damage or breakage to the same including any damaged or broken parts thereof due to the acts or omissions of the Tenant, its agents, customers, licensees or invitees.

3.9.2 To be solely responsible or liable for the security and safety of the Café and all monies being kept at the Café at the sole risk of the Tenant.

3.10 Alterations, additions etc.

3.10.1 Not to make any alteration, additions, changes to the Café without the Government's previous consent in writing which consent shall not be unreasonably withheld. PROVIDED ALWAYS that the consent or approval of the relevant authorities concerned, where necessary, shall first have been obtained prior to the carrying out of any work for which the Government's consent in writing has been given.

IT IS FURTHER PROVIDED ALWAYS that on the expiry or sooner determination of the term hereby granted the Tenant shall at its own costs and expenses reinstate the Café to its original state and condition (fair wear and tear excepted).

3.10.2 Not to make any alteration, addition or changes of structural nature or which may affect the structure of the HPC or the Café.

3.11 Advertisements, signs etc.

Not to affix or howsoever any advertisement, signboards, nameplates, logo or otherwise unless prior approval in writing have been granted by the relevant authorities for such advertisement, signboards, name plates, logo or otherwise. Any signage to be installed on the building and HPC compound shall be submitted to HPC for design review and first approval, prior to subsequent submission to any other relevant authority, as required.

3.12 Viewing of premises

To permit the Government its agents or workmen with or without appliances at all reasonable notice to the Tenant (except in case of emergency when no notice shall be required) to enter upon and view the state of repair and condition of the Café and to take inventories of the Government's fixtures and fittings therein and to do such works and things as may be required by the Government and the Government may serve notice on the Tenant of any defect or damage of which the Tenant may be responsible hereunder requiring the Tenant within a reasonable time to repair the same in default of the Tenant so doing it shall be lawful for the Government thereafter to enter and execute the required repairs and for that purpose the Government its architects contractors workmen and agents may enter upon the whole or any part of the Café and there remain the purpose of carrying out such repair work and all expenses and costs of carrying out such work shall forthwith be payable by the Tenant to the Government on demand.

3.13 Breakages, damage

From time to time to make good any breakage or damage to the common areas of the HPC or to any adjoining premises or any facilities or appurtenances thereof occasioned by want of care or misuse either by the Tenant its servants licensees agents or invitees and shall also repair and replace immediately all broken glass including exterior windows with glass of the same quality and all damaged or broken lighting, electrical equipment, plumbing and other fixtures and fittings installed upon the Café. The tenant shall also undertake necessary maintenance service to the provided air-conditioners for the Cafe to maintain a good ambient temperature in the Café.

3.14 Insurance

- 3.14.1 To insure forthwith and keep insured during the term hereby created the Café against loss or damage by fire theft public risk insurance and such other risks and special perils normally insured for the use of a Café and to produce to the Government on demand the policy of such insurance and the receipt of payment of the premium thereof and to cause all monies received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the Café in accordance with the then existing laws and regulations of the local authorities and in accordance with any planning consents and permissions and to make up any deficiency out of its own money.
- 3.14.2 Not to keep or permit to be kept on the Café or any part thereof any materials or substance the keeping of which may contravene any Act, regulation or By Law.
- 3.14.3 Not to or permit or suffer to be done anything whereby the policy or policies of insurance effected on the Café may become void or voidable or whereby the premium may be increased and to repay to the Government all sums expended by the Government by way of increased premiums and all expenses incurred by the Government rendered necessary by a breach or non-observance of this provision.

3.15 Inflammable, explosive substances

Not to keep or store within or near the Café any contraband or unlawful goods, kerosene or any inflammable, explosive or combustible substances.

3.16 Radio and television aerials

Not to put up any pole mast wire or place in or outside the Café any mobile communication antenna except with the consent in writing of the Government PROVIDED ALWAYS that any consent given may be withdrawn at any time upon the discretion of the Government having regard to the interests of the HPC as a whole or to the rights and interests of other tenants occupiers or persons lawfully therein.

3.17 Tenancy non-transferable

Not to assign, sub-let or otherwise part with possession of the Café or any part thereof or any interest therein, save for the provision of Secondary Service approved by the Government.

Kiosk and CubeShop Services ("Secondary Services")

- 3.17.1 Notwithstanding **Clause 3.17**, HPC Administrator may allow the Tenant to rent out part of the Café for an additional provision of manned kiosk service to an approved third-party vendor, who sells specialized or specialty food and beverages (hereinafter referred to as "the Kiosk"). For this purpose, the Government has the priority to select and appoint an approved vendor for the Kiosk service. Alternatively, the Tenant may also propose a vendor for the HPC Administrator consideration and approval in writing.
- 3.17.2 The Kiosk rental shall be on a short-term basis (of not more than 3 months each) and on rotation with different vendors, except with prior agreement from the Government. The Tenant shall manage and ensure that the Kiosk vendor provides its Kiosk service in orderly manners, especially in terms of health and safety.
- 3.17.3 The monthly rental fee shall be fixed at **Brunei Dollar One Hundred Only (BND \$100.00) per Kiosk** and shall be split equally between the Government and the Tenant. The appointed Kiosk vendor to pay the monthly rental to the

Tenant and subsequently the Tenant to clearly indicate and include this additional Kiosk rental fee (the Government portion) in the monthly rental payment of the Café to the Government. For avoidance of doubt, the Kiosk rental (the Tenant portion) amongst others is to be used to pay for the usage of the Café shared amenities (such as crockeries, cutlerys, cleaners, utility, furniture, etc.), hence no additional fee to be sought from the Kiosk vendor.

- 3.17.4 Additionally, HPC Administrator may allow the Tenant to also rent out part of the Café for supporting other micro, small, medium enterprises (mSMEs), specifically those providing freshly prepared packed food and beverages products to be sold in a boxed cabinet setup and to be managed by the Tenant (hereinafter referred to as "the CubeShop"). The rental fee of each individual box of cube for the CubeShop is at the Tenant own discrepancy and fairness. HPC Administration reserves the rights to stop the sale of product from the provision of a cube or the whole CubeShop if it deems not suitable.
- 3.17.5 By providing the Kiosk and CubeShop services in the Café, it shall not construe the Tenant free from its obligation to provide freshly prepared foods and beverages services at the Café pursuant to **Clause 3.7**.
- 3.17.6. The Government shall be furnished with all relevant information by the Tenant regarding the Kiosk and CubeShop Services, including rental fee charged and revenue gained.

3.18 Utility and other charges

To pay for any charges including but not limited to electricity, water, telephone and internet broadband used or consumed in the Café during the continuance of this tenancy and the rental of the meters for the same and to sign all agreements with the authorities concerned.

3.19 Loading of Café

- 3.18.1 Not to overload or permit to overload the electrical wiring or cables or apparatus associated with it in or serving the Café.
- 3.18.2 Not to affix or install any further or additional electrical points equipment in the Café without the previous consent in writing of the Government (which consent shall not be unreasonably withheld).

3.20 Covenant to deliver Café in tenantable condition

At the expiry or sooner determination of the term hereby granted to peaceably and quietly yield up the Café to the Government in good and tenantable repair and condition in accordance with the covenants hereinbefore contained and to remove any signs, names, advertisements or notices erected, painted, displayed or affixed and to make good any damage caused by such removal and also to remove all rubbish, trash, waste and any unwanted materials or items therefrom.

3.21 Appearance of Café

To keep the Café at all times in a clean, tidy and proper condition and not to allow to accumulate any trade waste, garbage or rubbish in the Café and to store such trade waste, garbage or rubbish in proper bins or receptacle.

3.22 Provision of utensils and consumables

To provide all necessary furniture, utensils and consumables which are clean and fit to be used by the customers. These are including but not limited to suitable tables and chairs, proper crockeries and cutleries, disposable napkins, hand soap and hand drier.

3.23 Health, Safety, Security and Environment (HSSE)

Tenderer to uphold the health, safety, security and environment (HSSE) of the Café management and operations, to ensure that matters pertaining to HSSE shall not have adverse impact to the Government, members of HPC, the customers and the Café employees. Relevant HPC officers from respective unit shall be allowed to inspect the premise at all time.

4. THE GOVERNMENT HEREBY AGREES WITH THE TENANT as follows:

4.1 Conditions of structure

To keep in good repair, the main structure roof, walls, floors, main drains and pipes and the external parts of the Building and the Café save where such repair is required due to the fault neglect or default of the Tenant, its agents, servants, licensees, invitees.

4.2 Quiet enjoyment by the Tenant

So long as the Tenant shall pay the monthly rental and perform and observe the several stipulations, conditions and agreements on its part herein contained, to allow the Tenant to peacefully hold and enjoy the Café during the term hereby created without any interruptions by the Government or any persons lawfully claiming through or under the Government.

4.3 Maintaining the common area

Maintain and keep in repair the common areas of the HPC provided that the manner and frequency of such maintenance and the expenditure thereon shall be at the absolute discretion of the Government.

5. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO as follows:

5.1 If the Monthly Rental or any part thereof shall be in arrears and unpaid at any time for fourteen (14) days after becoming due whether formally demanded or not, then it shall be lawful for the Government at any time thereafter to serve a written notice of fourteen (14) days upon the Tenant requiring the Tenant to pay the Monthly Rental and at the expiration of the period specified in the said notice without the Monthly Rental having been paid, the Government shall be at liberty to re-enter upon the Café or any part thereof thereupon this Agreement shall absolutely determine but without prejudice to the Government's right of action in respect of any subsequent or any of the Tenant's breach of stipulations, conditions and agreements herein contained.

5.2 In any other case, this tenancy may be terminated by

5.2.1 either party by giving thirty (30) days written notice to the other if the other commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) fails to remedy such breach within 30 (thirty) days of receiving a written notice requiring it to do so; or

5.2.2 by the Government by giving written notice to the Tenant if the Tenant has a receiver or administrative or Judicial Manager appointed of it or over any part of its undertaking or assets or if the Tenant shall pass a resolution for winding-

up (otherwise than for the purpose of a bona fide scheme of amalgamation or reconstruction) or in the event a court of competent jurisdiction makes an order to that effect or if the Tenant is subject to an administration order or shall enter into any voluntary arrangement with its creditors or cease or threaten to cease on business; or

- 5.2.3 pursuant to **Clause 11** in the circumstances mentioned therein; or
- 5.2.4 pursuant to **Clause 12** in the circumstances mentioned therein.

5.3 Upon default or breach of any of the stipulations, conditions or agreements under this tenancy and after the periods of the notices stipulated in **Clauses 5.1** and **5.2** hereof have expired the Tenant hereby agrees that the Government may seal up the Café until such default or breach is remedied or in the case of termination by way of breach the Government shall have the right to dispose of all items kept within the Café to satisfy any outstanding sums due to the Government. Where the Government retains possession of such items it does do so as bailee for reward.

5.4 Notwithstanding anything herein contained to the contrary if this tenancy shall come to an end by effluxion of time and the Tenant shall fail to remove all its goods (which expression where hereinafter used shall include personal property of every description) from the Café or if the Tenant shall have been deemed to have abandoned the Café and terminated this tenancy unilaterally or if the Tenant without the consent of the Government fails to operate the Café for a continuous period of fourteen (14) days then and in any of the cases it shall be lawful for the Government to sell or otherwise dispose of the goods and property of the Tenant in the Café at such time or times and at such price and prices as the Government shall think fit and without prejudice to the other rights and remedies of the Government and shall after payment out of the proceeds of sale towards payment of all arrears of rent and interest thereon and all other sums of money due and payable by the Tenant to the Government under this Agreement and the balance (if any) shall be paid over to the Tenant.

5.5 Notwithstanding anything herein contained the Government shall not be liable to the Tenant and neither shall the Tenant be entitled to terminate this tenancy in respect of any failure or interruption in any of the services rendered by the Government by reason of necessary repair replacement or maintenance of any installations or apparatus or damage thereto or destruction thereof or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel materials electricity water or labour or any other cause beyond the Government's control.

6. NON-WAIVER

Acceptance by the Government of any rent or other payment or any part thereof shall not be construed by the Tenant as a waiver by the Government of any right of action against the Tenant in respect of any breach by the Tenant or of its obligations hereunder nor operate to grant to the Tenant any statutory or other right over the Café. If such acceptance occurs after notice of termination for breach of this tenancy has been given then any moneys so received shall be deemed payment of damages and mesne profits to the Government.

7. DAMAGE TO CAFÉ

If at any time during this tenancy the Café or any part thereof shall be destroyed or damaged by fire or other disabling or inevitable cause so as to become unfit for use and occupation except when such fire shall have been caused by any act or default of the Tenant, its servants, agents, licensees or invitees, then the monthly rental or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in the case of dispute by arbitration in the manner provided in this tenancy) shall be suspended and ceased

to be payable until Café shall have been reinstated and rendered fit for use Provided Always that if in the event that the Government shall be unable to rebuild or reinstate the Café fit for occupation within two (2) months from the date thereof, the Tenant shall have the option either to terminate the tenancy herein created or to continue suspending the ceasing of payment of the Monthly Rental. The Government shall not be bound or compelled to rebuild or reinstate the same and in the event the Government decide not to rebuild or reinstate the said tenancy shall determine.

8. DEFAULT ON MONTHLY RENTAL AND LEGAL FEES

If because of the delay or failure on the part of the Tenant in making payment of the Monthly Rental or other charges payable hereunder the Government has incurred expenses in the recovering or attempting to recover such rents or charges, then all such expenses including legal costs (as between solicitor and client) and disbursements are to be reimbursed to the Government by the Tenant forthwith in full.

9. NOTICES

6. Unless otherwise stated any notice in writing required to be served hereunder shall be sufficiently served on either party if sent by prepaid registered post addressed to the intended party or by facsimile transmission and is deemed to have been received;

- i. on the seventh (7th) working day following the day of posting, if sent by post; and
- ii. upon transmission and receipt of a satisfactory transcript, if sent by facsimile.
- iii. The address for service for each of the parties is:

To the Government:

Chief Executive Officer
Health Promotion Center
Ministry of Health
Jalan Menteri Besar
Bandar Seri Begawan BB3910
Negara Brunei Darussalam
Contact No: _____ EXT _____ Fax No: _____
Email: hpc@moh.gov.bn (add in subject: HPC Café - A/T: CEO-HPC)

The Tenant:

Negara Brunei Darussalam
Contact No.: _____

10. GOVERNMENT EXCLUDED FROM LIABILITY

- 10.1 The Government shall not be liable to the Tenant its employees, servants, agent, invitees, licensees for any damage, loss including any losses incurred as a result of theft from the Café, injury to the person or otherwise arising from death or loss which may at any time be caused to or suffered by the Tenant its servants, agent invitees licensees or any of them while on the Café or any part thereof or in the Common Areas or to any property or goods of the Tenant or such persons as aforesaid in the Café howsoever caused including that occasioned by arising from fire, water, storm, tempest, earthquake, insects, theft, burglary or explosion riots or civil commotion enemy action stoppage of any appliances pipes cable apparatus or air conditioning plant or other machinery in or used for the purposes of the Café or HPC or any part thereof or failure of supply of electricity or other suppliers or by reason to the overflow of water from any part or parts of the Café or HPC or owing to the negligence of other tenants of any part or parts of the HPC or the negligence, default or omission by the Government, its servants, agent licensees, contractors or invitees.
- 10.2 The Tenant shall take out liability insurance against any Third Party claims for any accident injury loss or damage to the Tenant's customers, clients, servants, agents, licensees or invitees occurring on the Café. The Tenant further agrees to fully indemnify the Government against any such claims made against the Government by any Third Party for any loss damage or injury whilst within the Café.
- 10.3 The Government shall not be liable for any loss or damage due to the interruption of electricity, water or other services provided by the relevant authority.
- 10.4 The Government further shall not be liable for any loss or damage due to the provision of the Kiosk and CubeShop services.

11. INDUCEMENT AND REWARDS

The Government shall be entitled to terminate this tenancy and to recover from the Tenant the amount of any loss(es) resulting from such termination, in the event the Tenant or its employees, agent or representatives shall have offered, given or attempts to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this tenancy with the Government, or if the said acts shall have been done or attempted to be done by any person employed by the Tenant or acting on its behalf (whether with or without the knowledge of the Tenant) or if in relation to any contract with the Government, the Tenant or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Act (Chapter 131 of the Laws of Brunei) or shall have abetted to commit such an offence under the said Prevention of Corruption Act, or under Sections 161 to 166 and/or Sections 213 to 215 of the Penal Code (Chapter 22 of the Laws of Brunei), or any amendment or modifications thereof.

12. FORCE MAJEURE

12.1 Force Majeure means all events beyond the control of the party claiming force majeure which cannot be foreseen or if foreseeable, are unavoidable, which occur after the execution of this tenancy which prevent or hinder the performance of the parties' obligation under this tenancy (or any of them) including but not limited to:

- 12.1.1 acts of God;
- 12.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and
- 12.1.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.

12.2 In the event force majeure prevents or hinders performance by the parties of their obligations under this tenancy (or any of them) the party so affected shall:

- 12.2.1 not be held liable for any delay or failure in performing such obligations for so long as force majeure continues to affect/prevent performance; and
- 12.2.2 forthwith notify the other party (giving full details thereof) and within fourteen (14) working days from the date of such notice, the parties shall meet to determine by agreement the consequences. If no agreement is reached within a further period of thirty (30) working days and if the circumstances of the force majeure continue, either party shall have the right to terminate this tenancy by giving written notice to the effect to the other.

13. DISPUTE SETTLEMENT AND ARBITRATION

13.1 The parties shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them pursuant to or in connection with this Agreement.

13.2 If the parties are unable to amicably resolve any dispute within thirty (30) days from the date when such dispute arose, either party shall require that the dispute be referred for resolution by arbitration in accordance with the provision of the **Arbitration Order 2009**.

- 13.3 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.
- 13.4 The seat and place of arbitration shall be Brunei Darussalam and the language of arbitration shall be English.
- 13.5 All rights and obligations of the parties under this Agreement shall continue in full force and effect pending the final outcome of such arbitration.
- 13.6 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.
- 13.7 The application of Part II of the **International Arbitration Order, 2009** and the Model Law referred thereto, to this Agreement is hereby excluded.

14. MISCELLANEOUS

- 14.1 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and where the context so admits the term "the Tenant" shall include its successors personal representatives heirs receivers and assigns.
- 14.2 Where there are two (2) or more persons included and comprised in the expression "the Tenant" all stipulations, agreements, conditions and undertaking expressed to be made by and on the part of "the Tenant" shall be deemed to be made by or binding upon such jointly and severally.
- 14.3 "The HPC" shall mean the Health Promotion Centre, Ministry of Health, Brunei Darussalam.
- 14.4 The "Common Areas" shall mean those areas premises and facilities which are not demised or intended to be demised by the Government to the Tenant and which is for the common use by the Tenant together with the tenants of the HPC and their customers, employees, invitees and licensees in common with the Government and any other person having the like right to use the same.
- 14.5 The Tenant irrevocably undertakes to indemnify and keep the Government indemnified against and for any unpaid utility charges (electricity, water, telephone, telex, internet) including rent in arrears and other costs and expenses agreed to be paid by the Tenant under this tenancy but this Clause shall not impose on the Government an obligation to make such payment on behalf of the Tenant.
- 14.6 The headings in this Agreement are for the convenience of reference only and shall not be used in construing the terms of the individual clauses herein.
- 14.7 Notwithstanding anything herein contained to the contrary, upon termination of this Agreement whether by breach or effluxion of time the Government shall not be responsible for any loss or damage to any property belonging to the Tenant left at or stored in the Café whether or not with the knowledge consent or acquiescence of the Government and in such event and unless otherwise agreed the Government shall not be considered a bailee of such property.
- 14.8 This Agreement shall be governed by, interpreted and constructed in accordance with the laws of Brunei Darussalam.

IN WITNESS WHEREOF this Agreement has been executed by the authorised representatives of the parties as on the day and year first above written.

For and on behalf of:

**THE GOVERNMENT OF HIS MAJESTY THE SULTAN
AND YANG DI-PERTUAN OF BRUNEI DARUSSALAM**

.....
(Name)
(Position)

In the presence of:

.....
(Name)
(Position)

For and on behalf of:
[*name of Tenant*]

.....
(Name; I.C No.)
(Director)

In the presence of:

.....
(Name; I.C No.)
(Position)

SCHEDULE A

PRICING LIST

LIST OF FOOD AND BEVERAGES TO BE SOLD

A. FOOD			
LIST	PRICE	LIST	PRICE
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

OTHER FOOD

OTHER FOOD			
LIST	PRICE	LIST	PRICE
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

B. BEVERAGES / DRINK			
LIST	PRICE	LIST	PRICE
1.		4.	
2.		5.	
3.		6.	

OTHER DRINK

OTHER BEVERAGES			
LIST	PRICE	LIST	PRICE
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	