

SECTION 4

TERM SHEET

FOR

THE EXPANSION OF BELTS VEHICLE WORKSHOP

TENDER REFERENCE: BELTS/WKSPEXP/2025

1. INTRODUCTION

- 1.1 This document sets out the main terms and conditions required by BELTS. Additional terms and conditions shall be detailed in the definitive Agreement to be executed by BELTS and the successful Tenderer prior to award.

2. PRINCIPAL TERMS AND CONDITIONS

- 2.1 This document shall be for the purposes of discussion and evaluation of compliance by the Tenderer against BELTS standard terms and conditions and shall not be binding on BELTS.

Ser	Item Heading	Terms & Conditions
1	Nature & Scope of Agreement	The Candidate Vendor shall procure the materials and deliver the Services to BELTS as part of the Deliverables (as defined below) in accordance with the requirements of the Agreement. The Candidate Vendor shall be solely responsible for the Deliverables such as required for the Project (as defined below) and shall comply in all respects with the Agreement. “Deliverables” means the material and Services to be provided by or on behalf of the Candidate Vendor as part of the deliverables of the Project. “Project” means the expansion of the BELTS workshop and the works to be delivered by the Candidate Vendor under the agreement. “Scope of Works” means the Services to be performed as set out in Section 2 – Specification and Requirements which includes the including design, approval of building plans, permit to work, build-up of the property to specifications, supply, delivery and installation of equipment, up to securing the Occupation Permit prior to commissioning. “Services” means the activities, deliverables, and work tasks as set out in Section 2 – Specification and Requirements to be undertaken by the Candidate Vendor and is required for the implementation and delivery of the project.
2	Entire Agreement	The Agreement constitutes the entire agreement and understanding between the Parties in connection with the Project, and supersedes all prior oral or written communications, representations or agreements made by or on behalf of BELTS in relation to the subject matter of the Agreement.

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3	Key Personnel	The Candidate Vendor shall appoint a representative, with the prior written consent of BELTS, to be the principal point of contact in Brunei for the carrying out of the Candidate Vendor's obligations under the Agreement. The Candidate Vendor shall (a) use all reasonable endeavours to maintain continuity in respect of the key personnel (including sub-contractors) for the duration of the Project; (b) Maintain valid and up-to-date certificates for specialist works, and make available the Qualified Persons as required by the Authority in the performance of the works; and. (c) not substitute any key personnel except with BELTS' prior written consent which shall not be unreasonably withheld or delayed.
4	Project Management	Each party shall appoint a representative ("Project Manager") to act as the principal point of contact for the purposes of this Project. The Candidate Vendor shall set out: (a) the Project Implementation Plan ("Project Implementation Plan"), including the proposed risk management plan and quality management plan; The Candidate Vendor's Project Manager shall be responsible for, but not limited to: (a) directing and coordinating all works performed under this Agreement; (b) management and the coordination of works performed by the sub-contractors; and, (c) Conduct progress meetings and prepare progress reports.
5	Implementation	The Candidate Vendor shall perform the works in accordance to the Project Implementation Plan in Schedule [-], to achieve the Milestones at the Milestone Dates in Schedule [-].

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6	Compliance and Health, Safety and Environment (HSE)	The Contractor shall assure that such certificates, licenses, or standards shall be renewed and remain valid over the course of the Project. The Contractor shall at all times comply with the policies, procedures, and health and safety guidelines as set within the BELTS premises, or by the law, including but not limited to: (a) Applicable provisions as set in the following guidelines; a. WHS (SHENA) Chapter 277 b. ABCi building regulations (b) BELTS HSE Guidelines
7	Intellectual Property	The Candidate Vendor shall: (a) grant to BELTS a non-exclusive, royalty-free, fully-paid, worldwide, irrevocable and perpetual right and license (with full rights to sub-license through multiple tiers) for the use, copying, distribution, creation of derivative intellectual property, adaptation, modification and/or other exploitation in respect of any and all intellectual property generated in the course of the performance of the Programme (i.e. foreground intellectual property) in the Deliverables; (b) license to BELTS any intellectual property vested in the Parties or a third party prior to the effective date of the Agreement or otherwise generated outside of the performance of the Programme (i.e. background intellectual property); and BELTS may grant a Sublicense in respect of all Technical Data and all Software delivered in respect to this Agreement. The Candidate Vendor shall indemnify BELTS against all liabilities and damages arising out of any claim by a third party for breach of intellectual property rights or disclosure of trade secrets.
8	Title and Risk	Title and Risk of the Deliverables shall pass and vest in BELTS upon the delivery and acceptance of that Deliverable by the BELTS representative.

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9	Payment Terms	The terms, amounts, method and timing of payment of the Agreement Price shall be in accordance with Schedule [-]. The Agreement Price for the Project is firm and fixed and shall not be subject to any increase except for those increases expressly agreed by BELTS in writing in accordance with the Agreement.
10	Performance Bond	The Candidate Vendor should provide a Performance Bond, in the amount of [-] or ten percent (10%) of the total Agreement Price in Schedule [-] as a security in the event of non-performance or breach by the Candidate Vendor in the performance of their obligations under the Agreement. The Performance Bond shall be furnished not more than three (3) weeks after the Signing Date and shall be maintained up to two (2) months following the expiry of the Agreement. BELTS' rights under the Performance Bond provided under this Clause Error! Reference source not found. shall be exercisable by BELTS for either or both of the following: (c) all claims for Additional Work have been submitted in writing prior to its commencement; (d) To obtain compensation for Loss suffered in the event that the Contractor fails to perform the Agreement, including upon termination of the Agreement; and, (e) To recover any debts owed by the Contractor to BELTS in relation to the Agreement.
11	Duties and Taxes	The Candidate Vendor shall be entirely liable and responsible for all taxes, duties, licence fees and/or other levies imposed or payable for or in respect of the Agreement or in connection with any transaction(s) forming the subject matter of the Agreement, whether occurring or imposed within or outside Brunei Darussalam.

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12	Claims for Additional Work	BELTS shall not be liable for any claims for any extra work performed or to be performed falling outside the scope of this Agreement ("Additional Work") regardless whether the Additional Work is initiated at the request of BELTS, unless: (a) all claims for Additional Work have been submitted in writing prior to its commencement; (b) the Candidate Vendor has submitted in writing, the price and scope of the Additional work to BELTS; and, (c) BELTS agrees in writing for the Additional Work to be carried out and to the payment of the claim.
13	Defect Liability Period	The Candidate Vendor warrants that the Deliverables shall comply with BELTS' requirements in all respects and that the Articles, unless agreed otherwise, shall be: (a) New, unused, and free of defects, failures, malfunctions, discrepancies, or deficiencies, including defects in design, material and workmanship; (b) in compliance with the Project Specifications The Candidate Vendor shall supply a warranty of twelve (12) months ("Defects Liability Period") for the Project delivered as part of this Agreement and the Defects Liability Period shall commence from the date of receiving the Occupation Permit for the Project. Any defects in the Project during the Defects Liability Period shall be rectified by the Candidate Vendor at its own cost by repairing or replacing the defective Deliverables.

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14	Insurance	The Candidate Vendor shall, before the commencement of any Works, maintain at its own cost: (a) such insurances as are necessary to cover the liability of the Candidate Vendor or, as the case may be, of any sub-contractor, in respect of personal injuries or death out of or arising in the course of or by reason of the carrying out of the Works and Services including any liability of the Candidate Vendor under the Workmen's Compensation Act (the "Act") or any subsequent modification or re-enactment of such Act. (b) The cover provided shall be at the discretion of the Candidate Vendor, in respect of loss or damage to property and injury to persons resulting from or during the performance of this Agreement; and (c) such insurances as may be specifically required by this Agreement in respect of injury or damage to property real or personal (other than the Works and Services) arising out of or in the course of or by reason of the carrying out of the Works and Services and caused by any negligence of the Candidate Vendor, its employees, officers and/or agents or, as the case may be, of such sub-contractor and its officers, servants and/or agents. The insurance coverage shall not operate as limits on the Candidate Vendor's liability.
15	Liability and Indemnity	The Candidate Vendor shall indemnify BELTS against all liabilities and damages arising out of: (a) any direct damage to tangible property caused by the negligence of its employees in connection with the performance of their duties and obligations under the Agreement (b) personal injury to or death arising out of the Candidate Vendor's gross negligence; (c) wilful violation by the Candidate Vendor or its sub-contractor, or their employees, of any laws relevant/ applicable to the Agreement
16	Confidentiality	The Candidate Vendor shall keep all information of or regarding BELTS relating to or prepared for the Agreement confidential, save where (a) the information is already in the public domain or (b) the disclosure is with MINDEF's prior written consent.

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17	Liquidated Damages	In the event the Candidate Vendor fails to meet any of the applicable dates identified within the milestones set in Schedule [-], BELTS shall, at its option, have a right: (a) to claim liquidated damages up to a maximum of 10 per cent (10%) of the value of the Deliverables at a rate of one percent (1.0%) of the Agreement Price for each week so delayed; and, (b) to terminate the Agreement in the event that such liquidated damages have reached their maximum cap.
18	Change Control	The Candidate Vendor shall not alter any part of the Project Specifications unless directed by BELTS. The Candidate Vendor may propose in writing any changes to the Project Specifications. All changes to Project Specifications shall require the approval in writing by BELTS.
19	Notices	Any and all notices and written communications in connection with the Agreement shall be in the English language. Any notice or other communication to be given by one Party to the other under, or in connection with, the Agreement shall be in writing and signed by or on behalf of the Party giving it.
20	Expenses	Unless otherwise provided in the Agreement, each of the Parties shall pay its own costs and expenses, including legal costs and expenses, incurred in connection with the negotiation, preparation and execution of the Agreement.
21	Amendments and Variations	All amendments to the Agreement (and its schedules, annexes and appendices) or any specifications shall be in writing and executed by the Parties.
22	Gifts	BELTS may terminate the Agreement if the Candidate Vendor offered or gave or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing (or forbearing to do) anything in relation to the award or performance of the Agreement. BELTS shall be entitled to a refund of all monies paid to the Candidate Vendor in such event.
23	Continuing Effect of Agreement	All provisions of this Agreement shall not, so far as they have not been performed or waived, be in any respect extinguished or affected by any other event or matter whatsoever and shall continue in full force and effect so far as they are capable of being performed or observed.

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24	Waiver	No failure or delay by either Party in exercising any right or remedy provided by the Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. The rights and remedies are cumulative and in addition to those available under general law and in equity.
25	Time of Essence	Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties in accordance with this Agreement or by agreement in writing but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid time shall be of the essence.
26	Assignment/Sub-Contracts	The Candidate Vendor shall not, without the prior written consent of BELTS: (a) sub-contract the whole or part of the works under the Agreement; and (b) assign in whole or in part, its rights or obligations under the Agreement. The Candidate Vendor shall be and remain solely liable under the Agreement for all work sub-contracted by it and for acts, defaults or neglect (including tortious acts) of any sub-contractor, its employees, officers and/or agents.

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27	Termination	BELTS shall terminate the Agreement in certain circumstances including but not limited to the following: (a) the Candidate Vendor breaches the Agreement and fails to remedy the breach within [-] days; (b) the Candidate Vendor becomes insolvent or ceases to carry on its business; or (c) the Candidate Vendor becomes financially insecure to such an extent that BELTS is of the opinion that the Candidate Vendor is unable to fulfil his obligations under the Agreement. Upon termination for the Candidate Vendor's default, BELTS' rights and remedies shall include the following: (a) in the event BELTS elects to take partial delivery of any Deliverables which are completed as at the date of termination, for which a fair and reasonable price shall be agreed between the Candidate Vendor and BELTS subject to deductions for the additional re-procurement costs of finding a substitute Candidate Vendor to complete the works and services; and (b) damages (including liquidated damages, if any).
28	Governing Law and Dispute Resolution	Brunei law. The Brunei courts shall have the exclusive jurisdiction to settle any disputes arising from the Agreement, except that BELTS shall have the right to enforce a judgment or order against the Candidate Vendor in any jurisdiction.
29	Non-Binding	This term sheet is not binding on BELTS or the Candidate Vendor. Unless and until a definitive Agreement is concluded and executed between BELTS and the Candidate Vendor in writing, BELTS is not subject to any obligation or liability to any person or party relating to the subject matter of this term sheet.