

AGREEMENT

BETWEEN

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

**Represented by
The Ministry of Health, Brunei Darussalam**

and

[NAME OF TENANT]

for

**PROVISION OF FOOD AND DRINK VENDING MACHINES SERVICES
AT HEALTH PROMOTION CENTRE
FOR A PERIOD OF THREE (3) YEARS**

AGREEMENT REF.: [REF]

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RETAIL VENDING MACHINE WITH HEALTHIER FOOD AND DRINK
CHOICES AT MINISTRY OF HEALTH**

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, Negara Brunei Darussalam (hereinafter referred to as "**the Government**").

AND

[NAME OF TENANT], a company incorporated in Brunei Darussalam under the **Companies Act (Cap.39 of the Laws of Brunei)** and having its registered address at [Tenant Address], Brunei Darussalam (hereinafter referred to as the "**the Contractor**").

The Government and the Contractor are collectively referred to as the "the Parties" and individually as "the Party".

WHEREAS the Government has appointed the Contractor to carry out vending machine services for the Government (as described and specified hereunder) upon the terms and conditions hereinafter contained.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless inconsistent with the context or otherwise specified the following definitions shall apply:
 - 1.1.1 "Charges" means the ascertained and agreed charges payable by the Government to the Contractor pursuant to **Clause 4**;
 - 1.1.2 "Effective Date" means the date on which this Agreement is signed by the parties;
 - 1.1.3 "Facility" means the Health Promotion Centre, Ministry of Health;
 - 1.1.4 "Superintending Officer" means the officer appointed by the Government to supervise and liaise with the Contractor for the purpose of this Agreement;
 - 1.1.5 "Services" means the vending machine services to be provided by the Contractor as specified in **Schedule A**;
 - 1.1.6 "Demised Premises" means the portion of the space situated at the Facility in order to carry out the Services.
- 1.2 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement.
- 1.3 The Schedules detailed herewith shall be deemed to form part of this Agreement.
- 1.4 The headings to the Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation and construction of this Agreement.

- 1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa, words importing gender include every gender and words denoting person shall include a natural person, company, firm, unincorporated association or any other legal entity whether acting as trustee or not.
- 1.6 Any reference to a working day shall mean a reference to any day other than a Friday and Sunday or a gazetted public holiday in Brunei Darussalam and any reference to a month or year shall mean a month or year reckoned according to the Gregorian calendar.
- 1.7 Any reference to a party in the Agreement includes a reference to his successors and permitted assigns.
- 1.8 Reference to any statute or statutory provisions includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2. COMMENCEMENT AND DURATION OF AGREEMENT

This Agreement shall commence on the Effective Date and shall, subject to **Clause 8**, continue for a period of three (3) years.

3. SCOPE OF SERVICES

- 3.1 The Contractor hereby agrees to provide the Services as set out herewith.

Food and Beverage to be sold

- 3.2 The Contractor shall prepare and offer for sale all such food and beverages including, but not limited to, the food and beverages set out in **Schedule B**.
- 3.3 The Contractor shall put up proper and clear pricing for each of the food and beverages offered for sale by the vending machine, which prices shall be as specified in **Schedule B**.
- 3.4 The Contractor is not allowed to increase the prices of the food and beverages without the prior consent of the Government.
- 3.5 The Contractor shall ensure that food and beverages offered for sale in the vending machines are continuously replenished.
- 3.6 In any case, where pricing food and beverages offered for sale are not in the whole Brunei Dollar amount, the Contractor shall immediately return any balance due as change upon payment to the purchaser of such food and beverages.

Hygiene, Expiry date, Halal, Healthy Choice etc

- 3.7 The Contractor shall prepare and sell only food and beverages which is sound and fit for human consumption. Food and beverages offer for sale shall be within the expiry date, in particular the expiry date shall be clearly indicated on the food and beverages.
- 3.8 The Contractor shall ensure that all food and beverages prepared for sale, including all ingredients, fulfill the requirements of the Halal Haram Board of Brunei Darussalam. All food and beverages shall have displayed recognised certified Halal Logo.
- 3.9 The Contractor shall ensure all food and beverages offered for sale fulfill the requirements of Guidelines: The Provision to Operate And Maintain Automated Retail

Vending Machine with Healthier Food and Drink Choices at Ministry Of Health as set out in **Schedule C**.

Installation, security and maintenance of vending machines

- 3.10 The Contractor shall supply, install, maintain and repair the vending machines at its own costs and to ensure that the installation and maintenance of the said equipment shall not cause any disruption, nuisance or disturbance at the Facility.
- 3.11 The Contractor shall be solely responsible or liable for the security and safety of the vending machines and all monies being kept inside the vending machines are at the sole risk of the Contractor.

Alterations, additions etc.

- 3.12 The Contractor shall not make any alteration, additions, changes to the Facility 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 Contractor shall at its own costs and expenses reinstate the Facility to its original state and condition (fair wear and tear excepted).

- 3.13 The Contractor shall make any alteration, addition or changes of structural nature or which may affect the structure of the Facility.
- 3.14 At the expiry or sooner determination of this Agreement, the Contractor shall peaceably and quietly yield up the Facility 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.
- 3.15 In the event where the vending machine caused damages to the Demised Premises or its surrounding, including but not limited to the flooring, furniture and fittings, the Contractor shall be liable to repair or replace (to an acceptable level by Government) the affected area at its own cost.

Advertisements, signs etc.

- 3.16 The Contractor shall not 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.

Appearance

- 3.17 The Contractor shall keep the vending machine and the Demised Premises clean, tidy, safe and in proper condition. The space allocated for the vending machines shall not be used for other purposes, unless with prior approval.

4. CHARGES

- 4.1 The Contractor shall pay the Government on a monthly basis the amount set out in

Schedule A (hereinafter referred to as “the Charges”) and shall be fixed and firm for the duration of this Agreement.

Deposit

- 4.2 The Contractor shall pay the Government, a sum of Brunei Dollars _____ (BND_____.00) equivalent to the sum of three (3) months’ of the Charges (hereinafter called “the Deposit”) upon signing of this Agreement.
- 4.3 At the expiry or sooner determination of this Agreement, the Government shall refund the Deposit to the Contractor, free of interest but less all costs and expenses properly payable by the Contractor, if any.

Payment and Receipt

- 4.4 All payments for the Monthly Charges shall be addressed to:

**Payment Unit
Division of Finance
Department of Administration and Finance
Ministry of Health
Jalan Menteri Besar
Bandar Seri Begawan
Brunei Darussalam**

- 4.5 Notwithstanding **Clause 4.1**, If at any time the Charges or any part thereof (whether lawfully demanded or not) shall remain unpaid for FOURTEEN (14) DAYS after becoming payable, the Government may terminate the Agreement with notice and without prejudice to any claim by remedy in respect of any antecedent breach of any covenant or condition.
- 4.6 The Contractor shall provide copies of receipts of payments of the Monthly Charges including the Deposit to the Government via e-mail.

5. [NOT USED]

6. [NOT USED]

7. CONFIDENTIALITY

- 7.1 The Contractor agrees and undertakes to keep confidential all information, whether written or verbal, relating to this Agreement or concerning the business affairs of the Government that it may obtain or receive as a result of or in the course of the discussions leading up to the execution of this Agreement and/or the performance of its obligations under this Agreement, save insofar as such information is already in the public domain.
- 7.2 The Contractor agrees and undertakes to disclose such confidential information to only such of its employees, agents and/or sub-contractors who have a reasonable need to know of the same to enable the Contractor to perform its obligations under this Agreement, or if required by any applicable laws or regulations.
- 7.3 The Contractor further agrees and undertakes to take all such steps as are necessary to ensure that all of its employees, agents and/or sub-contractors to whom such confidential information is disclosed are made aware of the confidential nature thereof and keep the same confidential at all times.

- 7.4 For the avoidance of doubt, the provisions of this **Clause 7** shall survive the termination or expiration of this Agreement.

8. TERMINATION

- 8.1 Notwithstanding anything else contained in this Agreement, this Agreement may be terminated at any time:
- 8.1.1 by either party forthwith on giving 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) shall have failed to have remedied such breach, within thirty (30) days of receiving a written notice requiring it to do so; or
 - 8.1.2 by the Government where the Contractor is an individual, or where the Contractor is a firm any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any compositions or arrangement with or for the benefit of his creditors; or
 - 8.1.3 by the Government if the Contractor being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up (otherwise than for the purposes of amalgamation or reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances arise which entitle the Court or creditor to appoint a receiver or manager or which entitle the Court to make a winding up order; or
 - 8.1.4 by the Government if the Contractor performs an obligation of the Contractor negligently or unskillfully; shall give the S.O reasonable cause for the belief or opinion that the Contractor cannot or will not perform the Works or an obligation of the Contractor; or
 - 8.1.5 in the circumstance mentioned in **Clause 4** or **Clause 10** or **Clause 11**.
- 8.2 Termination of this Agreement shall not prejudice any other rights or remedies of the injured party and shall be without liability for any loss or damage suffered by the party in default.

9. INDEMNITY

- 9.1 The Contractor shall indemnify the Government and keep the Government fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim for personal injury or death or damage to property caused by the negligent act or omissions of its employees, agents and sub-contractors in connection with the performance of its duties and obligations under this Agreement.
- 9.2 The Contractor shall take out and maintain a valid Policy of Insurance with adequate coverage for the duration of this Agreement. A copy of this Policy shall be given to the Government within one (1) month of signing this Agreement. A copy of the Renewal Certificate for such Policy of Insurance shall be given to the Government within one (1) month of the date of renewal.
- 9.3 The Contractor shall indemnify the Government and resolve any disputes or claims by third party arising from the use of the vending machine caused by malfunction on part or entire vending machine that deter its normal working function.

- 11.2 The Government shall not be liable for any loss or damage due to the interruption in supply of electricity, water, air-conditioning or other services provided at the facility, especially by the relevant authority.

10. FORCE MAJEURE

- 10.1 Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure event. For the purposes of this Agreement, a Force Majeure event means any event beyond the reasonable control of a party including but not limited to:

10.1.1 acts of God;

10.1.2 war, acts of terrorism, hostilities, riot, insurrection or civil commotion, malicious damage, blockades, embargoes, strikes, lockouts and industrial disputes affecting such performance; and

10.1.3 flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.

- 10.2 Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the Force Majeure event persists and such party shall be granted an extension of time for performance equal to the period of the delay.

- 10.3 Either party may, if such delay continues for more than three (3) weeks, terminate this Agreement forthwith on giving notice in writing to the other.

- 10.4 A statement in writing by a competent authoritative body such as the local Chamber of Commerce, confirming the veracity of a Force Majeure event claimed by either party shall be accepted as conclusive evidence thereof.

11. GIFTS

The Government shall be entitled to terminate this Agreement and recover from the Contractor the amount of any loss resulting from such termination, 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 for this Agreement with the Government, or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other Agreement with the Government or the like acts shall have been done by any person employed by the Contractor or acting on its behalf (with or without the knowledge the Contractor). Or if, in relation to this Agreement or any other Agreement with the Government, the Contractor or any person employed by the Contractor or acting on its behalf shall have committed or abetted in the commission of an offence under the Prevention of Corruption Act (Cap. 131) or section 161 to 165 or 213 to 215 of the Penal Code (Cap. 22).

12. CONTRACTOR CONTACT PERSON

The Contractor shall appoint a senior member of its staff as the principal contact person between the Contractor and the Government for the purposes of this Agreement.

13. RESOLUTION OF DISPUTE

- 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. NOTICES

- 14.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by registered post to the relevant party at its address or sent via e-mail at the address set out below (or such address or e-mail address as the addressee has provided by three (3) days prior written notice specified to the other party):

The Government: Chief Executive Officer
Health Promotion Centre
Ministry of Health
Commonwealth Drive
Tel: 2384223
e-mail: finance.hpc@moh.gov.bn

The Tenant: [NAME OF TENANT]
[Address]
Negara Brunei Darussalam
Tel: _____
e-mail: _____

- 14.2 Any notice, demand or other communications given which is delivered by hand during the normal business hours of the addressee to the addressee's address shall be deemed to have been received by the addressee at the time of delivery.
- 14.3 Any notice, demand or other communication sent by e-mail, during the normal business hours of the addressee shall be deemed to have been received on the date of successful transmission.

- 14.4 Any notice, demand or other communication given which is sent by registered post during the normal business hours of the addressee to the addressee's address shall be deemed to have been received by the addressee on the seventh (7th) working day after posting

15. ENTIRE AGREEMENT

This Agreement (together with its Schedules) supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire Agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).

16. AMENDMENTS AND VARIATION

No amendment or variation to this Agreement shall be binding upon the parties unless made in writing and signed by both the parties or their duly authorised representatives.

17. ASSIGNMENT AND SUB-CONTRACT

- 17.1 The Contractor shall not, without the prior written consent of the Government, assign or transfer this Agreement or the benefits or obligations or any part thereof to any other person, including any right to assign, whether absolutely or by way of charge, any monies due or to become due to it, or which may become payable to it under this Agreement.
- 17.2 The Contractor shall not, without the prior written consent of the Government, enter into any sub-contracts with any person for the performance of any part of this Agreement.
- 17.3 The Contractor shall not be relieved from any of its obligation hereunder by entering into any sub-contract for the performance of any part of this Agreement. If requested by the Government, the Contractors shall promptly provide the Government with copies of any sub-contracts.

18. SEVERABILITY

In the event that any term or provision or part of a term or provision of this Agreement shall be held or determined invalid, unlawful or unenforceable to any extent such term or provision or part of a term or provision shall be deemed severed from the remaining terms and provisions of this Agreement and the remaining terms and conditions of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

19. WAIVER OF REMEDIES

No forbearance, delay or indulgence by either party in enforcing the provision of this Agreement shall prejudice or restrict the rights of that party nor shall any of its rights operate as a waiver of a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each right, power or remedy shall be cumulative.

20. GOVERNING LAW

This Agreement shall be governed by and construed 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

SCOPE OF SERVICES AND CHARGES

No.	Description	Quantity	Rental Amount (BND)		
			Unit Charge / Month (i)	Total Charge / Month (ii) = (i) x 2 units	Grand Total Charge / 3 years [Contract Value] (iii) = (ii) x 12 months x 3 years
1	THE RENTAL CHARGES FOR: PROVISION OF FOOD AND DRINK VENDING MACHINES SERVICES AT HEALTH PROMOTION CENTRE FOR A PERIOD OF THREE (3) YEARS	2 UNITS	BND____.00	BND____.00	BND____.00

The Contractor shall supply, install and commission two (2) units of high quality, new and/or reconditioned machines that are able to provide a reliable vending service for food and beverages (hot and/or cold).

Notwithstanding, the Contractor shall also be responsible for maintenance of the vending machines and its functionality including but not limited to use of LED lightings for food and beverages display within the vending machine, as a green initiative where appropriate.

SCHEDULE B

FOOD AND BEVERAGES PRICING LIST

A. FOOD			
LIST	PRICE	LIST	PRICE
1.			
2.			
3.			
4.			
5.			

OTHER FOOD

OTHER FOOD			
LIST	PRICE	LIST	PRICE
1.			
2.			
3.			
4.			
5.			

B. DRINK			
LIST	PRICE	LIST	PRICE
1.		6.	
2.		7.	
3.		8.	
4.			
5.			

OTHER DRINK

OTHER DRINK			
LIST	PRICE	LIST	PRICE
1.			
2.			
3.			
4.			
5.			

SCHEDULE C

GUIDELINES:

THE PROVISION TO OPERATE AND MAINTAIN AUTOMATED RETAIL VENDING MACHINE WITH HEALTHIER FOOD AND DRINK CHOICES AT MINISTRY OF HEALTH

A. INTRODUCTION

1. Healthy vending is about making the healthy choice an easy choice for employees and visitors. The main goal is to increase healthy vending options for employees and visitors.
2. Use the following guidelines as a reference to decide on what should and should not be sold in the vending machine.

B. BASIC GUIDELINE FOR A HEALTHY VENDING MACHINE

1. At least 50% of all food products offered and displayed in the vending machine should have either a Healthier Choice Logo from Brunei, Malaysia, Singapore (**Figure 1**) or other recognized healthier choice criteria. For food products without a logo, they should comply with MOH Brunei's Healthier Choice Logo nutrient criteria.



Figure 1. Healthier Choice Logos from L-R (Brunei Darussalam, Malaysia, Singapore).

2. All beverages offered and displayed in the vending machine should have either a Healthier Choice Logo from Brunei, Malaysia, Singapore (**Figure 1**) or other recognized healthier choice criteria. For beverages that do not have a Healthier Choice Logo, they must contain only $\leq 5g$ of sugar per 100ml.
3. Must meet the recommended portion sizes as listed in **Section C** of this Guidelines.
4. For freshly prepared meals, each meal must contain:
 - At least one type of carbohydrate and;
 - At least one type of vegetable and;
 - At least one type of protein and;
 - Must not be using processed foods such as sausages and salamis as filling.
5. Refer to **Section C** of this Guidelines for approved food and beverages list for the healthy vending machine at Ministry of Health.
6. A 'healthier choice logo' sticker/decal should be displayed on the vending machine and this can be obtained from Healthy Eating Strategy Team, Health Promotion Centre.
7. To inquire about other recognized healthier choice criteria and/or to verify whether a product complies with these guidelines, vendors may consult with the Healthy Eating Strategy Team in Health Promotion Centre by e-mail: hpc@moh.gov.bn with the following details:
 - i. Name of product
 - ii. Picture of product packaging (front, back and side)
 - iii. Nutrition Information Panel and Certificate of Nutrient Analysis from an accredited laboratory
 - iv. Importer/Distributors Contact Details

C. APPROVED FOOD AND BEVERGES LIST FOR THE HEALTHY VENDING MACHINE AT MINISTRY OF HEALTH

The approved list contains common food and beverages that are easily available to vendors and are currently being sold in Brunei market; simultaneously meeting out standards for nutrition.

NO.	NAME OF BEVERAGE PRODUCTS	PORTION SIZE
BOTTLED DRINKING WATER		
1	Rainfresh Mineral Water	There is no portion size restrictions on these drinks.
2	Schweppes Sparkling Water	
3	Suci Brand Water	
4	Ayer (Brunei Halal Brand) Water	
5	Purion Water	
6	Moya Water	
7	Blu9 Water	
8	Zona Water	
9	LCK Water	
10	Segar Oxygenated Water	
11	Air Rainwater	
PLAIN MILK AND MILK ALTERNATIVES		
12	Dutch Lady 100% Fresh Milk	All plain milk and its alternatives to be sold in the vending machine MUST: - Have either a Healthier Choice Logo from Malaysia or Singapore. - Be sold as a pack of UHT (200ml) or Sterilized (225ml) or no more than 250ml. - For a 100% fresh milk – to be sold no more than 500ml.
13	Dutch Lady Low Fat High Calcium Milk	
14	Dutch Lady Full Cream Milk	
15	Dutch Lady Chocolate Flavored Milk	
16	Dutch Lady Strawberry Flavored Milk	
17	Dutch Lady Kurma Flavored Milk	
18	Marigold 100% Fresh Milk	
19	Marigold Low Fat Milk	
20	Marigold Chocolate Flavoured Milk	
21	Marigold Strawberry Flavored Milk	
22	Vitasoy Original	
23	Vitasoy Chocolate Soy Drink	
24	Vitasoy Melon Soy Drink	
PLAIN/FLAVOURED TEAS		
25	Heaven & Earth Jasmine Green	All plain teas or flavored teas to be sold in the vending Machine MUST: - Have either a Healthier Choice Logo from Brunei, Malaysia or Singapore. - Be sold as a can (320ml) or in a bottle of 380ml.
26	Heaven & Earth Iced Lemon Tea	
27	Heaven & Earth Iced Peach Green Tea	
28	Heaven & Earth Iced Lychee Green Tea	
29	Heaven & Earth Iced Mango Green Tea	
30	OYOSHI Green Tea Original	
31	OYOSHI Green Tea Honey Lemon	
32	OYOSHI Green Tea Sakura Strawberry	
33	OYOSHI Green Tea Lychee	
34	O3 Green Tea Less Sugar	
35	O3 Lemon Tea Less Sugar	
COFFEES		
36	Mr Brown Black Coffee	All coffee drinks to be sold in the vending machine MUST: - Bear either a Healthier Choice Logo from Malaysia or Singapore. - Be sold as a CAN of 240ml.
37	Mr Brown Iced Coffee	
38	Mr Brown Iced Coffee (No Sugar Added)	
39	Nescafe Original	
40	Nescafe Kopi-O	
41	Nescafe Kopi-Cham	
42	Sundrop Black Coffee	
43	Sundrop Milk Coffee	
44	Sundrop The Milk	
45	Wonda 2x Black Coffee	

	MALT DRINK		
46	Milo Original	All malt drinks to be sold in the vending machine MUST: • Bear either a Healthier Choice Logo from Malaysia or Singapore. • Be sold as a CAN of 240ml.	
47	Milo Calcium Plus ActivGo		
	100% FRUIT JUICE		
48	Marigold 100% Fruit Juice Apple	All fruit juice drinks to be sold in the vending machine MUST: • Bear either a Healthier Choice Logo from Malaysia or Singapore. • Be sold as a pack of 200ml.	
49	Marigold 100% Fruit Juice Orange		
50	Marigold 100% Fruit Juice Berries		
51	Marigold 100% Fruit Juice Tropical Fruits		
52	Marigold 100% Fruit Juice Carrot Mixed Fruits		
53	Marigold 100% Fruit Juice Cranberries		
	CARBONATED DRINKS		
54	100 Plus Zero Sugar	All carbonated drinks to be sold in the vending machine MUST: • Bear either a Healthier Choice Logo from Malaysia or Singapore. • Be sold as a CAN of 325ml.	
55	100 Plus Reduced Sugar		
56	100 Plus Original		
57	100 Plus Berry		
58	100 Plus Blackcurrant		
59	100 Plus Lemon Lime		
60	Coca Cola Zero		
61	Coca Cola Light		
62	Coca Cola Original		
63	Pepsi Black		
64	Sprite Zero Sugar Lemon-Lime		
65	Vida Zero Sparkling Flavored Drink (Salty Lychee)		
66	Vida Zero Sparkling Flavored Drink (Original Citrus)		
67	Vida Zero Sparkling Flavored Drink (Sakura)		
68	Vida Zero Sparkling Flavored Drink (Lemon)		
69	Vida Zero Sparkling Flavored Drink (Minty Lime)		
	OTHER DRINKS		
70	Fruit Tea Apple (Less Sugar)		All other drinks to be sold in the vending machine MUST: • Bear either a Healthier Choice Logo from Malaysia or Singapore. • Be sold as a CAN of no more than 330ml or a pack of 200ml
71	Fruit Tea Blackcurrant (Less Sugar)		
72	Origina Chocolate		
73	Origina Orange Vitamin C 1000mg		
74	Origina Vitamin C 200mg + Zinc Blueberry		
75	Origina Tamar Raisin Milk		
76	Ice Cool Young Coconut		

NO.	NAME OF SNACK PRODUCTS	PORTION SIZE
DRIED FRUIT AND NUTS		
1	Camel Natural Roasted Almonds	All dried fruit and nuts products to be sold in the vending MUST: • Bear either a Healthier Choice Logo from Malaysia or Singapore. • Be sold in pack of no more than 50g.
2	Camel Natural Baked Macadamias	
3	Camel Natural Baked Pistachios	
4	Tong Garden Honey Peanut	
5	Tong Garden Honey Sunflower	
6	Tong Garden Party Snack	
7	Tong Garden Cashew Nuts Mixed Macadamias	
BISCUITS AND SAVOURY CRACKERS		
8	Loacker 30% Less Sugar Chocolate Wafer 45g	All biscuits to be sold in the vending Machine MUST:
9	Loacker 30% Less Sugar Hazelnut Wafer 45g	
10	Loacker Multigrain Chocolate Wafer 45g	

11	Loacker Multigrain Hazelnut Wafer 45g	• Be sold in pack of no more than 50g AND; • Made of multigrain or wholemeal products AND/OR; • Prepared using healthier cooking methods such as baked or roasted AND/OR; • Bear either a Healthier Choice Logo from Malaysia or Singapore.
12	Munchy's Oat Krunch Dark Chocolate 26g	
13	Munchy's Oat Krunch Strawberry & Blackberry 26g	
14	Jacob's Weetameal Crackers	
15	Jacob's Hi-Fibre Crackers	
16	Jacob's Baked Crisps Original 45g	
17	Jacob's Baked Crisps Sour Cream & Onion 45g	
18	Jacob's Baked Crisps Cheddar 45g	POTATO CRISPS All crisps to be sold in the vending Machine MUST: • Be sold in pack of no more than 50g AND; • Made of multigrain or wholemeal products AND/OR; • Prepared using healthier cooking methods such as baked or roasted.
19	Mitsuya Tasty Biscuit	
20	Win2 Potato Crisp BBQ Flavour	
21	Win2 Potato Crisp Sweet Potato Flavour	
22	Win2 Potato Crisp Vegetable Flavour	CHOCOLATES AND SWEETS All chocolates and sweet to be sold in the vending machine MUST: • Be sold in pack of no more than 50g AND; • At its best can provide sugarfree, low sugar or dark chocolate as alternatives.
23	Eclipse Sugarfree Mints	
24	Kit Kat 4 Finger Bars Dark Chocolate 41.5g	
25	Cadbury Chocolate Bar 37g – all flavoured	

NO.	NAME OF CONVENIENCE MEAL PRODUCTS	PORTION SIZE
1	Ayam Brand Tuna Snack Pack: Deli Spread (85g)	All convenience meal products including savory buns to be sold in the vending Machine MUST: • Be sold in pack of no more than 150g
2	Ayam Brand Tuna Snack Pack: Light (85g)	
3	Buttermilk Bun	
4	Chicken Bun	
5	Cheddar Cheese Bun	
6	Peanut Bun	
7	Kaya Bun	
8	Chicken Sandwich	All freshly prepared sandwich/kebab/paninis to be sold in the vending machine MUST: • Be sold in pack of no more than 150g AND; • Contain at least one type of protein (chicken, beef, tuna, cheese) and; • No processed foods such as sausages, salamis are allowed as sandwich filling.
9	Tuna Sandwich	
10	Cheddar Cheese Sandwich	
11	Club Sandwich	
12	Chicken Pita/Kebab	
13	Beef Pita/Kebab	
14	Chicken Panini	
15	Tuna Panini	

**Note: Products bearing the Healthier Choice Logo are not limited only to the products listed above (Refer to Section B: Basic Guideline for a Healthy Vending Machine).*

Ministry of Health Brunei Darussalam reserves the right to make amendment on the guidelines without prior notice.

Prepared by: Healthy Eating Strategy Team, Health Promotion Centre (version 26 Oct 2023).

[End of Guidelines]

APPENDIX A

Vendor Business Proposal for HPC Vending Machine

(Please refer to Form A – Specification and Requirement – No. 13 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]

**REQUEST FOR QUOTATION
HEALTH PROMOTION CENTRE**

REFERENCE: MOH/HPC/QTN/26-27 (03)

TITLE: PROVISION OF FOOD AND DRINK VENDING MACHINES SERVICES AT HEALTH PROMOTION CENTRE FOR A PERIOD OF THREE (3) YEARS

NO.	SPECIFICATION AND REQUIREMENT	COMPLY (YES/NO)	REMARKS (IF ANY)
1.	The Tenderer shall supply, install and commission TWO (2) UNITS of high quality of high quality, new and/or reconditioned machines that are able to provide a reliable vending service for the Health Promotion Centre (HPC), Ministry of Health ("the Service").		
1.1.	The contract period for the Service provision mentioned will be for THREE (3) YEARS .		
1.2.	Tentative commencement date for the Service would be in December 2026/January 2027		
3.	The vending machines should be stationed at CONCOURSE AREA situated at the HPC, specifically outside of HPC building near its main entrance (the "Facility").		
4.	Tenderer shall manage the vending machines service which includes but not limited to:- i. Ensuring the food and drink in the vending machines are of the best quality, properly labelled and no product shall be for sale beyond its expiry date. <i>(see no. 5 below)</i> ii. Ensuring all the perishable food and drink in the vending machines are stocked at the start of working hours and to be removed before the end of working hours. iii. Ensuring the food and drink in the vending machines are continuously replenished. iv. Responsible for keeping these units clean and ready for use at all time. v. Providing appropriate litter bins next to the vending machines to ensure spotless operation area. vi. Ensure proper labelling on/around the vending machines if required. vii. Operate the Service daily: 24 hours and 7 days a week (24/7), except when maintenance shall be required.		
5.	Food and drink charges must be priced and displayed properly in accordance with acceptable standard.		

**REQUEST FOR QUOTATION
HEALTH PROMOTION CENTRE**

NO.	SPECIFICATION AND REQUIREMENT	COMPLY (YES/NO)	REMARKS (IF ANY)
6.	Stock the vending machines with a wide range of (i) snack food (ii) confectionery (iii) cold drink and (iv) hot drink, including a range of 'healthier-choice' options (eg. sandwiches, buns, cereal bars, biscuits, packets of dried fruit, low fat snacks, bottled water, fruit juices, and low-calorie drinks). All food and drinks offered shall only be of Halal certified. To submit a proposal of menu to be offered by the vending machines, specifically ranging but not limited to items as stated in F&B pricing list (to use template as per Schedule A provided) Please provide and mark this as <u>APPENDIX B</u> of Tenderer's bid/offer.		
7.	Any civil work in relation to the installation of equipment including building modification will be responsibility of the Tenderer. However, any proposal to building modifications must be submitted to the Chief Executive Officer (CEO), HPC for permission before its implementation.		
8.	The Tenant shall at its own costs and expenses reinstate the space allocated to its original state and condition (fair wear and tear exempted) on the expiry or sooner determination of the term hereby granted.		
9.	The Tenderer shall finance towards the cost of supplying, installing, commissioning and maintenance of the vending machines and any related equipment/furniture including directional signage (if any).		
10.	Service Center or Customer Care hotline shall be displayed on/near the vending machines for technical support and maintenance purposes.		
11.	The Tenderer shall comply with rules and regulations set by the HPC and/or Ministry of Health at all times.		
12.	The space allocated for the vending machines at the Facility shall not be used for other purposes.		

**REQUEST FOR QUOTATION
HEALTH PROMOTION CENTRE**

NO.	SPECIFICATION AND REQUIREMENT	COMPLY (YES/NO)	REMARKS (IF ANY)
13.	SUBMISSION OF PROPOSAL a) Tenderers are required to submit a proposal (colored 2D/3D) of the actual equipment of the vending machines (including their functions and features), complete with the proposed concept of enhancement of the appearance of the area allocated (<i>refer to no. 3 above</i>). This may include provision of seats, tables and other fittings (subject to further discussions and final approval of CEO, HPC) at the Tenderer's own costs. b) The business proposal must include list of foods and drinks to be stocked in the vending machines. c) Tenderers are also required to submit price quote (MINIMUM BND50) per unit per month. d) Any other business proposal may be included. e) Please provide the proposal and mark this as <u>APPENDIX A</u> of Tenderer's bid/offer.		
14.	SUPPLY AND OPERATION OF EQUIPMENT The installation tasks to be performed shall include but not limited to: a) The connection of equipment to the electrical supply. b) The alignment and testing of all equipment. c) The provision of an earthing system and lighting protection. d) The supply, fabrication, painting and assembly of all miscellaneous material, minor components, supports and other such items as are indicated in the accompanying documentation, are clearly intended to be provided, or are obviously required for completion of the works herein specified. e) Uphold the health, safety, security and environment (HSSE) of the vending machines management and operations, especially those that could impact the customers.		
15.	The Tenderer shall be responsible for maintenance and replacements of electrical fittings and lightings within the premise using LED type lightings devices where appropriate.		
16.	The Facility shall provide electricity supply at designated areas for the use and operation of the vending machines.		

**REQUEST FOR QUOTATION
HEALTH PROMOTION CENTRE**

NO.	SPECIFICATION AND REQUIREMENT	COMPLY (YES/NO)	REMARKS (IF ANY)
17.	The Tenderer shall inform beforehand upon the cleaning, repairing, maintaining, renew, remove, replace and any of the acts <i>(as stated in no. 14 and 15 above)</i> to the CEO and/or HPC focal to ensure smooth daily operations of the facilities.		
18.	The Tenderer shall bear in mind that the appearance of the vending machines and its environment 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 Service to cater not only to HPC/MOH employees, but the general public.)		
19.	PAYMENT OF RENT/LEGAL FEES a) The Tenderer shall pay the monthly rent in advance at the beginning of each month without deduction. Monthly rents shall be made in the form of cheque payable to the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam and/or credit card payment not later than first week of each month. b) A copy of receipt for such payment shall be submitted to the HPC Finance Unit, Health Promotion Centre, Ministry of Health, or via e-mail to finance.hpc@moh.gov.bn (with A/T: CEO HPC).		
20.	Tenderer is also required to submit price quote (MINIMUM BND 50.00) per vending machine per month.		
21.	The successful Tenderer shall not sub-let the contract to a third party.		
22.	Other Terms and Conditions are set out in the provided (draft) Contractual Agreement document.		

Other Requirements		Provided (Yes / No)
1.	APPENDIX A	
2.	APPENDIX B	

**REQUEST FOR QUOTATION
HEALTH PROMOTION CENTRE**

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		

For any enquiry, please contact:

- **HPC Finance** via e-mail at finance.hpc@moh.gov.bn; or
- **Hj Mohd Firdey Hazarullah bin Hj Md Zain**, Chief Executive Officer, Health Promotion Centre at **2384247** or e-mail: firdey.zain@moh.gov.bn; or
- **Nurol Hazdillah Hj Zolkarinin**, Health Education Technician, Health Promotion Centre at **2385800 ext 259** or e-mail: hazdillah.zolkarinin@moh.gov.bn.

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

- **HPC Assets and Resource Centre** via e-mail at arc.hpc@moh.gov.bn; or
- **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/26-27 (03)

TITLE: PROVISION OF FOOD AND DRINK VENDING MACHINES SERVICES AT HEALTH PROMOTION CENTRE FOR A PERIOD OF THREE (3) YEARS

NO.	DETAILS	UNIT	MONTHLY RENTAL (BND) [a]	YEARLY RENTAL (BND) [b] = [a] x 12	3-YEAR CONTRACT RENTAL (BND) [c] = [b] x 3
1)	Provision of Food and Drink Vending Machines Services at Health Promotion Centre for a Period of Three (3) Years Contract duration: Three (3) Years Service type: Rental of space/facility for food/beverages service provision Inclusive of: compliance to other requirements as set in the Specification and Requirement (as set in Form A)	2 units	BND _____ per unit x 2 units = BND _____ for 2 units	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		