

## FORM OF PROPOSAL

To :

Singapore Arts School Limited

Office of Procurement  
1 Zubir Said Drive,  
Administration Office #05-01  
Singapore 227968

Name of Supplier :

Address :

Invitation to Propose Opening Date:  
25 April 2024

**Please Submit by:**  
**8 May 2024 at 1800 hours**

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### INVITATION TO PROPOSE NO. SAS/OP/2024/002/SP FOR THE PROVISION OF FOOD VENDING MACHINE AT ZUBIR SAID CAMPUS, LEVEL 5 CANTEEN

1. **Singapore Arts School Ltd. (SAS)**, the company that manages the **School of the Arts, Singapore (SOTA)**, governed by the Ministry of Culture, Community and Youth (MCCY), invites proposals for the **Provision of Food Vending Machine at 1 Zubir Said Drive, Singapore 227968** as described in the attached documents.
2. You are required to submit your proposal and any accompanying information via email by **8 May 2024, 1800 Hours Singapore Time**. Late and incomplete submissions will be disqualified.
3. The documents enclosed in this proposal include:
  - (a) Schedule 1 : Important Instructions to Applicants
  - (b) Schedule 2 : Forms
  - (c) Annex A : Requirement Specifications
  - (d) Annex B : Conditions of Contract
  - (e) Appendix A : Proposed Location of Food Vending Machine
4. The proposal shall be submitted by the applicant's authorised representatives.

5. All enquiries regarding this proposal should be made in writing and directed to:

(a) Submission Matters : Ms Noorina Amin, Direct Line: 6594 8413 &  
Email : procurement@sota.edu.sg

(b) Requirement Specifications : Ms Rachel Lee, Direct Line: 6342 5758 &  
Email : opm@sota.edu.sg

6. No oral representation shall be binding on SAS or construed as varying or adding to any part of this proposal.

7. SAS accepts original proposal submission and strictly without any alteration to the content and format.

8. The allocation of the vending machine will be at the discretion of SAS.

9. Only shortlisted applicants will be invited for a food tasting session.

Yours sincerely

(No Signature Required)

Noorina Amin

Buyer, Office of Procurement

SINGAPORE ARTS SCHOOL

**SCHEDULE 1 :**  
**IMPORTANT INSTRUCTIONS TO**  
**APPLICANTS**

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**Schedule 1 - Important Instructions to Applicants**

**Submission of Proposal and documents**

1. The proposal submission **MUST** comprise the following documents:
  - (a) Form of Proposal;
  - (b) Schedules 1 and 2;
  - (c) Annexes A and B;
  - (d) types of food to be sold;
  - (e) price list for every food item;
  - (f) relevant certifications, licenses, brochures and handbooks;
  - (g) any other information pertaining to the successful operation of the food vending machine;  
and
  - (h) proposed fixed monthly rental for the duration of the Contract or commission-based arrangement (inclusive of utilities fees).
  
2. Applicants must submit **one (1) full set** of documents via email to [procurement@sota.edu.sg](mailto:procurement@sota.edu.sg) before the ITQ closing date/time.

# **SCHEDULE 2 :** **FORMS**

**Schedule 2: FORMS**

**Section 1: APPLICATION FORM**

**1. Particulars of Vending Machine**

Type of Food option:
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**2. Fixed Monthly Rent Offered or Commission**

(Please propose only 1 type (2a or 2b) for each vending machine and fill in the appropriate box provided below according to your selection)

**2a.**

<b>Offered Fixed Rent Per Month</b> (excluding service & conservancy charges, GST and any applicable licence fees)	
S\$ _____ (Amount in figures)	Singapore Dollars _____ (Amount in words)
<b>Offered Utilities Fees Per Month</b> (excluding service & conservancy charges, GST and any applicable licence fees)	
S\$ _____ (Amount in figures)	Singapore Dollars _____ (Amount in words)

**2b.**

<b>Offered Commission Per Month</b> (excluding service & conservancy charges, GST and any applicable licence fees)	
_____ % of the monthly total sales of the vending machine	
<b>Offered Utilities Fees Per Month</b> (excluding service & conservancy charges, GST and any applicable licence fees)	
S\$ _____ (Amount in figures)	Singapore Dollars _____ (Amount in words)

3. **Particulars of applicant**

Full Business Name:
Country of incorporation:
Company registered type:
Year of incorporation:
Registered Address:
Correspondence Address:
Contact No. & Email:
GST Registration No.:
Date and Number of Business Registration:
Name (as in NRIC/FIN) and : Designation of Authorised Representative

**Section 2: Statement of Compliance**

\*The indication of Compliance (C) or Non-compliance (NC) will be deemed to be applicable to each **main** section, unless it is clearly stated to be otherwise.

\*\* Please indicate the specific items/points of non-compliance where applicable.

Specification	Compliance (C/NC)*	Explanatory Remark**
<b>Annex A – Requirement Specifications</b>		
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19		
<b>Annex B – Conditions of Contract</b>		
1		
1.1		
1.2		
1.3		
2		
2 (a)		
2 (b)		
2 (c)		
2 (d)		
2 (e)		
2 (f)		
3		
4		
5		
6		
7		
8		
9		
9 (a)		
9 (b)		
10		
11		
12		
13		
14		



Specification	Compliance (C/NC)*	Explanatory Remark**
15		
16 (a)		
16 (b)		
16 (c)		
17		
18 (i)		
18 (ii)		
18 (iii)		

I hereby declare that

- (a) The information given above is correct.
- (b) I am able to prepare the drinks to be sold in accordance to the requirements as stated by SAS.

I fully understand and agree that notwithstanding the fact that the Statement of Compliance as herein declared is subjected to the SAS acceptance.

I am aware that my Contract will be terminated forthwith should I have obtained the canteen stall Contract through giving false information in this application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Authorised Representative)

Name (as in NRIC/FIN):

Designation:

Company Name and Stamp:



# **Annex A : REQUIREMENT SPECIFICATIONS**

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## ANNEX A: Requirement Specifications

1. The vending machine caters primarily to SAS students and staff as an additional option especially after Canteen Operation Hours.
2. **Annex A** sets out SAS vending machine's requirement specifications, which the Contractor must adhere to.
- \*3. **Vending Machine(s)** shall be released for:-  
- Food Machine

All proposed snacks, pre-packed cooked food items will be subject to SAS's approval prior to sales. Any changes in the menu will need SAS's approval prior to sales.

- \*4. **All proposed food options must abide the Healthy Meals in School Programme (HMSP) from Health Promotion Board (HPB).**

Applicants may download the HMSP document from : [https://hpb.gov.sg/docs/default-source/pdf/healthy-meals-in-school-programme-v2-0-guidelines\\_20230414\\_final.pdf?sfvrsn=914969d5\\_2](https://hpb.gov.sg/docs/default-source/pdf/healthy-meals-in-school-programme-v2-0-guidelines_20230414_final.pdf?sfvrsn=914969d5_2)

5. Soda beverages are not allowed (e.g. Coke, Coke Lite, Coke Zero, Sprite, Mountain Dew and other similar products are not allowed).
6. Applicants are required to submit **one (1) set** of the proposal, relevant certificates, licenses and brochures/ handbooks (if any).
7. Applicants are required to propose for the fixed monthly rental or a commission-base arrangement inclusive of the utilities fees for usage of the vending machine that they are prepared to pay to SAS on every month of the Contract. SAS is not obliged to select the highest rental proposed.
8. Applicants are required to fill up the Application Forms as set forth in **Schedule 2** and submit it together with the proposal.
9. Applicants shall provide a price list for every food item they propose to sell in Schedule 2, Section 3: Price and Menu. The selling price of the items should be reasonably cheap and lower than the prevailing market prices. The items of the said food supplied shall be of good quality and reasonable quantity to the satisfaction of SAS. The approval of SAS shall be sought for each menu item and corresponding price during the term of the Contract.
10. SAS will not bear any expenses incurred by the applicants in preparing his/her proposal.
11. The proposal submitted shall be valid for six (6) calendar months from the closing date of Invitation to Propose.
12. The Contractor shall be notified of the acceptance by SAS of his/her quotation and he/she would be required to sign a Contract (see **Annex B**).
13. The Contractor is to declare if any of his/her immediate family members are presently holding management position in SAS or are employed by SAS.
14. The Contactor shall pay Goods and Services Tax in addition to the monthly rental fees within fourteen (14) days upon accepting the "Letter of Acceptance".
15. The Contractor shall comply with all obligations imposed by law and such rules and regulations made from time to time in connection to the food vending machine.

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16. The Contractor shall not assign or sublet, or part with the possession of the said vending machine or part thereof or assign or hand over his/her said business to any person whomsoever, unless approved or directed by SAS. The Contractor shall be subject to termination of the contract within seven (7) days of prior written notice for any breach of the terms.
17. The Contract shall commence on **1 July 2024 to 30 June 2026**, with an option to renew for another 2 years from **1 July 2026 to 30 June 2028**.
18. Vendor to provide SOTA with their monthly sales report to assess the consumption rate of their menu as well as to be used if we enter a Commission-base contract.
19. Please refer to Appendix A for the proposed location of the food vending machine.

\* Critical Criteria

**Annex B :**  
**CONDITIONS OF CONTRACT**

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DATED THIS \_\_\_ DAY OF \_\_\_\_\_ 2024

BETWEEN

SINGAPORE ARTS SCHOOL LTD.  
(the "Licensor")

AND

\_\_\_\_\_  
(the "Contractor")

\_\_\_\_\_  
**CONTRACT**  
\_\_\_\_\_

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CONDITIONS OF CONTRACT

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REFERENCE NO.: SAS/OP/2024/002/SP

THIS CONTRACT is made on the \_\_\_\_ day of \_\_\_\_\_ 2024.

**BETWEEN:**

(1) **SINGAPORE ARTS SCHOOL LTD.** (Company Registration No. 200500775C), a company incorporated in Singapore and having its registered address at 1 Zubir Said Drive Singapore 227968 (the “**Licensor**”);

AND

(2) \_\_\_\_\_ (Company Registration No. \_\_\_\_\_), a company incorporated in \_\_\_\_\_ and having its registered address at \_\_\_\_\_ (the “**Contractor**”).

WHEREAS the Contractor is desirous of establishing, providing and operating food vending machine at his/her own expense at 1 Zubir Said Drive, Singapore 227968 and the Licensor is agreeable thereto subject to the terms and conditions hereinafter appearing.

IT IS HEREBY AGREED AS FOLLOWS:

1. In this Contract, the following words have the following meanings unless inconsistent with the context:

“Licensor” shall include the successors and assigns of Singapore Arts School Ltd. (SAS).

“Contractor” shall include, if the Contractor is an individual, or if the Contractor is a company, its director or owner of the company.

“Development” the whole of the land area and floor space comprised in the project development known as ‘School of the Arts, Singapore’(SOTA), together with all structures, buildings, facilities and amenities constructed, built or developed thereon, whether above ground or underground.

“Common Areas” those parts, areas, premises and facilities of and in the Development which are not demised or intended to be demised by the Licensor to the Contractor or to any other Licensees and which are now or hereafter provided by the Licensor for the common use by the Contractor of premises in the Development and their respective customers, employees, invitees and licences in common with the Licensor and all other persons having the like



right to use the same (including but without limiting the generality of the foregoing all roads, walls, car parks, walkways, pavements, passages, entrances, courts, vestibules, halls, toilets, stairways, elevators and gardens and such other areas, amenities, grounds and conveniences from time to time provided prescribed or made available by the Licensor for the common or general use or benefit of the aforesaid Contractor, customers, employees, invitees and all other persons having the like right).

“Person” shall be deemed to include a corporation.

- 1.1 Words importing the singular or plural number shall be deemed to include the plural or singular number respectively and words importing the masculine gender shall include the feminine or neuter gender and vice versa as the case may require.
- 1.2 Where two or more persons are included in the term “Contractor”, all covenants, agreements, terms, conditions and restrictions shall be binding on them jointly and severally and shall also be binding on their respective personal representatives and permitted assigns jointly and severally.
- 1.3 The marginal headings and introductory words appearing in this Contract are inserted only as a matter of convenience and shall in no way define, limit, construe, describe or effect the scope intent and interpretation of the sections and clauses of this Contract.
2. IN CONSIDERATION of the Licensor agreeing to the establishment, provision of the said food vending machine at 1 Zubir Said Drive, Singapore 227968 by the Contractor, the Contractor hereby agrees with the Licensor as follows:
  - (a) To establish, provide at his/her own expense of the food vending machine at 1 Zubir Said Drive, Singapore 227968 subject to the terms and conditions hereinafter set out;
  - (b) To sell the food at the indicated prices as set forth at Proposal Reference \_\_\_\_\_ dated \_\_\_\_\_. The prices shall be fixed for the duration of the Contract unless the Licensor so agrees otherwise;
  - (c) To pay a fixed monthly rental fee of Singapore Dollars \_\_\_\_\_ (S\$\_\_\_\_\_) Only per food vending machine through GIRO or cheque payable to “Singapore Arts School Ltd” (the Licensor) by the end of the first day of each month for every month of the Contract;
  - (d) To comply with the Guidelines for Healthy Meals in Schools Programme from Health Promotion Board (HPB);
  - (e) To comply with the Requirement Specifications set out in **Annex A**, of the proposal documents (which by reference herein is made an integral part of this Contract) and any other rules and regulations which may from time to time be introduced by the Licensor;

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CONDITIONS OF CONTRACT

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- (f) To make necessary arrangements at its own expense to adhere to the directives of the relevant authorities in relations to measures taken for institution wide or nationwide exercises such as flu pandemic, etc;
3. The Contractor is subjected to the checks via survey/feedback forms conducted by the school and shall improve on its service and quality of food based on the feedback gathered.
  4. The Contractor hereby indemnifies and shall always keep the Licensor or its authorised representatives indemnified against all actions, claims, proceedings, costs, demands and expenses brought by whomsoever and arising out of the establishment, provision and the operation of the food vending machine or the carrying on of the business therein under this Contract.
  5. It is agreed and understood by both parties that the Licensor shall not be responsible to the Contractor for any debt arising from credit facilities accorded by the Contractor to members of the organisation or any other persons and the Contractor will solely be responsible for any credit facilities which he may choose to give at his/her own risks.
  6. The Contractor acknowledges that the food vending machine is established primarily to serve the staff and students of the Licensor.
  7. The Licensor reserves the right to terminate this Contract at any time by giving thirty (30) days prior written notice to the Contractor.
  8. The Contract may be terminated by the Contractor giving to the Licensor three (3) month's written notice of his/her intention to do so.
  9. If at any time any of the events shall occur:-
    - (a) the Contractor is in breach of any of the terms or conditions of this Contract, (i) where such breach is capable of remedy, the Contractor fails to effect a remedy (at its own expense) within fourteen (14) days, then the Licensor may terminate this Contract without any liability with immediate notice; or (ii) where such breach is not capable of remedy, then the Licensor may terminate this Contract without any liability with seven (7) days prior written notice, or
    - (b) the Contractor is unable to pay its debts generally as they become due, or any step or action is commenced against or by the Contractor for liquidation, dissolution, or if any judicial manager, trustee or receiver is appointed with respect to the Contractor's assets; or if the Contractor makes any form of compromise or scheme of arrangement with its creditors, or ceases to carry on business, then the Licensor may terminate this Contract without any liability with immediate notice.
  10. The Contractor shall not transfer, assign, sublet or otherwise pass on the benefit whether in part or whole of this Contract or handover without the written consent of the Licensor.
  11. This Contract shall be valid for a period of two (2) years and shall come into force on the **1 July 2024** and shall continue until **30 June 2026 ("Term")**, unless terminated

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CONDITIONS OF CONTRACT

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- otherwise as provided for under Clauses 7, 8 and 9. The Contractor will be provided with advance notice to take over the canteen stall for fitting out and other related works.
12. The Licensor shall have an option to renew this Contract for another two (2) years from **1 July 2026 to 30 June 2028**, by giving one (1) month notice to the Contractor before the expiry of the Contract. This Contract shall be extended subject to the same terms and rates herein.
  13. The Contractor will obtain in his/her own name and maintain at his/her own expense all licences as are required by law for the operation of the food vending machine.
  14. The main business of the food vending machine is the sale of food items. The Contractor shall therefore not sell unapproved food or beverages. The Licensor may review this policy from time to time solely at the Licensor's discretion to sell any other food and/or drinks.
  15. The Contractor shall not without the Licensor's prior written consent use the name of the Development or any picture or likeness of the Development in his/her registered or trading name or for any advertising or purpose.
  16. The Contractor shall not hold the Licensor liable in respect of:
    - (a) any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installation or apparatus or damage thereto or destruction hereof by fire, water, riot, Act of God or other cause beyond the Licensor's control or by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of manpower, fuel, materials, electricity or water or by reason of labour disputes;
    - (b) any act, omission, default, misconduct or negligence of any porter, attendant or other servant or employee, independent contractor or agent of the Licensor in or about the performance of any duty service or work; and
    - (c) any damage, injury or loss arising out of the leakage of the piping and/or sprinkler system and/or the structure of the food vending machine and/or any defect in the food vending machine.
  17. The Contractor shall abide by and shall ensure that all Contractor's employees and assigned consultants/ contractors abide by all applicable governmental statutes, by-laws and regulations etc. such as but not limited to, the Environmental Public Health Act, Poison Act (Chapter 234), Sale of Food Act (Chapter 283), Workplace Safety & Health Act, Fire Safety Act, Poison Act Environmental Protection & Management Act and Building Control Act (Chapter 29) which as may be amended or updated by the Singapore Government from time to time.
  18. This Contract shall comprise of and, in the event of any conflict, inconsistency or discrepancy, shall be in the following order of precedence:
    - i) This Contract;
    - ii) The Licensor's ITQ document ref: SAS/OP/2024/002/SP; and
    - iii) The Contractor's Proposal dated \_\_\_\_\_.

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CONDITIONS OF CONTRACT

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REFERENCE NO.: SAS/OP/2024/002/SP

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

SIGNED BY )

Name: )

Director, Corporate Planning & Services )

for and on behalf of )

**SINGAPORE ARTS SCHOOL LTD.** )

\_\_\_\_\_

(Director's Signature)

in the presence of:

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

Name of witness:

Senior Manager, Office of Property Management

SIGNED BY (Authorised Representative) )

\_\_\_\_\_ )

for and on behalf of )

\_\_\_\_\_ )

) \_\_\_\_\_

in the presence of:

Name of witness : \_\_\_\_\_

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

**APPENDIX A :**  
**PROPOSED LOCATION OF FOOD  
VENDING MACHINE**

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Appendix A : Vending Machine Location Drawing

