

NANYANG ACADEMY OF FINE ARTS (NAFA)

INSTRUCTIONS TO OPERATOR

The Operator must comply with the instructions listed below, failing which the proposal may be considered invalid.

1. Invitation to bid

- 1.1 Operators are invited from experienced Cafeteria / Food Court / Eatery Operators to operate a café @ NAFA
- 1.2 The tenancy will be for a period of three (3) years from 1 Dec 2024 to 30 Nov 2027 and at NAFA's Option, to extend for another three (3) years till Nov 2030.
- 1.3 The Operator shall note that in the event the commencement date of operation is changed, the dates for the tenancy period will be shifted accordingly.

2. Compliance with Instructions

The Operator will be accepted only if submitted according to the instructions contained in the form(s) prescribed in the Invitation to Bid. Any bidder that attempts to vary the Lease Agreement is liable to be rejected. In consideration of the Operator agreeing to abide by these instructions in the Invitation to Bid, the University will evaluate the proposals fairly and in accordance with the said instructions.

3. The Goods and Services Tax (GST)

The rental amount submitted by the Operator shall be exclusive of Goods and Services Tax (GST). The successful Operator shall bear and pay to the NAFA (in addition to the rental sum awarded) all amounts of GST charged on the supply of goods and services.

4. GST Registration

The Operator shall declare his GST status in his proposal. He shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act. He shall, if available, furnish the GST registration number to NAFA.

5. Validity Period of the proposal

NAFA reserves the right to make the award within the Validity Period of proposal of One Hundred and Twenty (120) days from the closing of the bidding unless the operator expressly states in his proposal that acceptance thereof must be made within a shorter specified period. Should the award be delayed beyond the Validity Period of proposal or the earlier date specified by the successful operator in his proposal, such award shall be conditional upon the successful Operator's acceptance in writing of the same within seven (7) days of the date of award.

6. Security Deposit

The successful Operator shall pay NAFA a **Security Deposit of a sum equivalent to three (3) months' rental** for the due performance and observance by the operator of all the terms and conditions of the agreement between the successful operator and NAFA within one month of acceptance of proposal.

7. Acceptance of proposal

7.1 NAFA shall be under no obligation to accept any proposal. The Operator shall be aware that that NAFA is not bound to accept the highest, the whole or any proposal received and is not bound to give any reasons whatsoever for the award. NAFA shall normally not enter into correspondence with any Operator regarding the reasons for non-acceptance of a proposal.

7.2 The issue by NAFA of a Letter of Acceptance accepting the proposal or part of the proposal shall create a binding Agreement on the part of the Operator to supply to NAFA the Goods and/or Services offered in the proposal. The Agreement shall be governed by the provisions set out in the Instructions to Operators, Requirement Specifications and other documents accompanying the proposal. The Letter of Acceptance will be sent to the successful Operator's email as given in his proposal and such handing or posting shall be deemed good service of such notice.

8. Confidentiality

8.1 Except with the consent in writing of NAFA the Operator shall not disclose, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by NAFA.

9. Ownership of Documents

All documents submitted by the Operator in response to this Invitation to Bid shall become the property NAFA. However, intellectual property in the information contained in the proposal submitted by the Operator shall remain vested in the Operator. This clause is without prejudice to any provisions to the contrary in any subsequent agreement between the Operator and NAFA.

10. Applicable Law

All proposals submitted pursuant to this Invitation to Bid and the formation of any resulting agreements shall be governed by the Applicable Law clause in the Lease Agreement.

11. Ownership Status of Operator

The Operator shall provide full information on:-

- (a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the operator,
- (b) the number, percentage and class of shares held by such person, company or corporation.

12. Shortlisting Operators

NAFA reserves the right to shortlist Operators in accordance with the criteria set forth in the Invitation to Bid; and give those so shortlisted the opportunity to submit new or amended proposal on the basis of NAFA's revised requirements, in accordance with a common deadline.

13. Contact Person

Lim Geok Peng, Senior Manager (Finance): Email Address: gplim@nafa.edu.sg for enquiries and viewing of space.