

# NANYANG ACADEMY OF FINE ARTS

**TITLE: Operation of Café at Nanyang Academy of Fine Arts (NAFA) for a Period of Three (3) Years with an option to extend for another Three (3) Years**

## **1 Introduction**

- 1.1 The successful Bidder (hereinafter called “The Operator”) shall be required to enter a Lease Agreement with the NANYANG ACADEMY OF FINE ARTS (hereinafter called “NAFA”) to operate and manage a cafe@NAFA for a period of three (3) years (hereinafter called “The Contract”).
- 1.2 NAFA may at its own discretion renew the tenancy period for a further period of three (3) years. Such extension of tenancy period shall be subject to periodic reviews by NAFA and upon satisfactory performance by the Operator and upon the terms and conditions to be agreed between NAFA and the Operator.
- 1.3 The Operator shall comply with the Instructions to Bid, Requirement Specifications and all provisions in the document.
- 1.4 It is the responsibility of the Operator to check the document, the site and all equipment and materials to gather any information and data required towards the fulfillment of this Contract. The Operator shall not make any claim against NAFA and shall indemnify and keep NAFA fully indemnified against any failure to check or gather information as aforesaid.
- 1.5 Upon completion of any Business at NAFA’s authorised premises, the Operator shall ensure that the site is clean and remove expeditiously from the site debris and rubbish generated by the works and properly dispose it before handing over to NAFA.

## **2 Location of Premises**

The Cafe (hereinafter called “the Premises”) is sited at Nanyang Academy of Fine Arts level 1.

## **3 Scope of Contract**

- 3.1 Proposals are invited from experienced Cafe / Food Court / Eatery Operators with the following qualifications to operate the Café at Nanyang Academy of Fine Arts.
  - a) Have the capability and good track records in operating a Cafe / Food Court / Eatery / Outlet, and with a minimum of five (5) years’ relevant experience of operating such outlet(s).
  - b) Explore the possibility of collaboration with NAFA to enhance the experience for patrons through possible artwork created by our students or alumni
  - c) Have a good management team capable of optimising turn around time and managing large group of customers during peak hours in a conducive environment;

- d) Able and willing to provide a high level of customer service;
  - e) Able to provide a wide range of cuisines, snacks and beverages, in keeping with the setting of a Cafe in an institution of Higher learning;
  - f) Able to offer very competitive prices and affordable for staff and students;
  - g) Demonstrate adequate financial resources.
- 3.2 The Cafe shall has an open, friendly and relaxing ambience with a floor area of about 1,150sqf inclusive of kitchen area, where diners can have their meals in a cosy environment.
- 3.3 The design and interior fitting-out of the Cafe shall be contemporary with provision of soft-scape and provision of fittings consistent with the image of the NAFA
- 3.4 The Operator shall ensure that an effective and efficient feedback mechanism and corrective action process is provided for NAFA and the Cafe customers. He should have an email account readily available for customers to provide feedback.
- 3.5 The Operator shall undertake promotional activities and events on a regular basis or ad-hoc basis, to work together with NAFA or the current tenants in any Green movement initiatives or any statutory initiatives.
- 3.6 If the Operator intends to sub-let any stall space, the new lessee shall be of reputable eating establishments, and will be subject to NAFA's approval.

#### **4 Period of Tenancy**

- 4.1 The indicative tenancy or lease period for the Premises shall be for a period of three (3) years from 1 Dec 2024 to 30 Nov 2027. In the event the commencement date of operation of the Premises is changed, the date for the tenancy period will be shifted accordingly.
- 4.2 The operation of the Premises is subject to the completion of all necessary application, licensing and approvals obtained from the different authorities for the Operator.
- 4.3 The Lease Agreement may be renewed, at NAFA's option, for a further period of three (3) years by NAFA subject to periodic reviews and upon satisfactory performance by the Operator and upon the terms and conditions to be agreed between NAFA and the Operator.

#### **5 Fitting-Up Period**

- 5.1 NAFA shall allow the Operator two (2) months of rent-free fitting up period (hereinafter called `the fitting-up` period) PROVIDED ALWAYS that NAFA shall reserve the right to demand payment of rent for the fitting-up period, together with other charges that may be due, in the event that the Operator terminates or gives notice to terminate the Lease Agreement within one (1) year of the commencement of the tenancy or if NAFA terminates the tenancy at any time due to the breach by the Operator or any provisions under the Lease Agreement.
- 5.2 The Operator shall note that the basic infrastructure for building, mechanical and electrical services to the premises (refer to Services Provisions in Appendix C) are provided by NAFA. Any additional requirements / modifications to the basic infrastructure requested by the Operator shall be at the Operator's own expenses.

**6 Rental, Utilities and Maintenance**

- 6.1 The Operator shall pay to NAFA the monthly rent equivalent to the sum bidden as indicated in the Form of 2 (subject to GST) in advance, on the first day of each calendar month, together with any utility charges due to NAFA by GIRO.
- 6.2 The Operator shall make arrangements for and pay all existing and future charges and outgoings for the supply and use of all water, electricity, gas, tele-communications and other utilities and any water-borne sewerage system as may be determined by NAFA or other relevant authorities and payable in respect of the premises.
- 6.3 The Operator shall always maintain sufficient monies in his GIRO account for payments of rental, utility charges and Goods & Services Tax etc. An administrative fee may be imposed for each failed GIRO deduction arising from the Operator's failure to maintain sufficient monies in his/her GIRO account.
- 6.4 Any payment of part thereof outstanding after the due date shall be subject to interest calculated at the rate of 8% p.a. or such higher rate as may be determined from time to time by NAFA. Notwithstanding any payments made with or without interest, the receipt of such payments shall be made without prejudice to any right of action taken by NAFA for breach of any of the Operator's obligations under the Lease Agreement.
- 6.5 The Operator shall be required to engage his own cleaning and pest control Contractors and pay for the services at his own expense.
- 6.6 The Operator shall engage a licensed electrical worker (L.E.W) to undertake the electrical installations (including maintenance) in his premises and the related expenses shall be at the Operator's own expenses.
- 6.7 The Operator shall be required to pay late charges or any interest incurred for the late payment of utilities charges. NAFA has the right to terminate the utilities supply due to default payment.

**7 Hours of Business**

7.1 The Operator shall be required to keep the Cafe open for business during the following hours:

Mondays to Fridays	:	8.00 a.m. to 8.00 p.m.
Saturdays	:	8.00 a.m. to 8.00 p.m.

**This is the minimum operating hours as required by NAFA.** The Operator may, at his discretion, operate over and above the hours stated above.

7.2 Any changes in the above stated business hours shall be subjected to NAFA's approval. NAFA reserves the right to change the business hours from time to time by notifying the Operator in writing of the changes in business hours.

**8 The Business**

- 8.1 The Operator shall be required to provide catering services for any functions which may be held in the Premises or any parts of NAFA campus. However, NAFA reserves the right to engage any caterer of its choice for any of its functions at campus.
- 8.2 The Operator shall provide a range of good quality food, snacks and beverages at the Premises to meet the demands of the patrons at all times. No cigarettes or alcoholic drinks

other than the food, snacks and beverages stipulated in the Lease Agreement shall be sold in the Premises.

- 8.3 When submitting the proposal, the Operator shall attach a list of the proposed types of food, snacks and beverages that will be offered for sale in the Cafe as well as their proposed selling prices. The Operator shall indicate and provide information on the sale of NAFA's preferred items of food, snacks and beverages in the Proposed Prices for Food, Snacks & Beverages in Form 2. The proposed range of food, snacks and beverages shall be subject to the approval of NAFA.
- 8.4 The Operator shall be required to widen, change and improve the variety of food, snacks and beverages offered for sale in the Premises as well as the range of menus when the items offered are, in the opinion of NAFA, inadequate.
- 8.5 The Operator shall sell only fresh, good quality food, snacks and beverages and other food catering menus approved by NAFA. The Operator is required to improve the quality of its food should there be customer dissatisfaction in this regard.
- 8.6 NAFA shall review the proposed prices submitted together in the Proposed Prices for Food, Snacks & Beverages (Form 2) to ensure that they are in accordance with the pricing guideline mentioned in Clause 10.4 above. The final approved prices will be made known to the Operator prior to the commencement of the tenancy.
- 8.7 To enhance the image of the Cafe, a price guarantee scheme will be implemented by NAFA. In the event of a customer's complaint that the Operator's prices at the said premises are higher than that of the recommended prices set out by NAFA and if investigations confirm that the allegations are genuine, the Operator shall promptly refund the customer the price difference.
- 8.8 The Operator shall be required to match promotional offers in the form of free gifts, price discounts and the like whenever such offers are made by its other outlets. The Operator shall seek prior written approval of NAFA for any promotional programmes launched in the Premises. All signage, furnishings, fittings, counters or decorations for such promotions shall be subject to the prior written approval of NAFA and relevant authorities.
- 8.9 The prices of all items of food, snack and beverages sold in the Cafe must be prominently displayed. The approval of NAFA must be obtained prior to any change in prices. For the convenience of customers, the Operator shall indicate the net selling prices in Singapore Dollars of all items of food, snacks and beverages on sale in the tenanted premises on menus. Bargaining with customers is not permitted.
- 8.10 The Operator shall observe the Cafe Rules & Regulations in Appendix E.

## **9 Manpower**

- 9.1 The Operator shall have sufficient number of suitable staff and assistants to prepare food quickly and to provide satisfactory services to NAFA staff and students. The ages of the assistants shall be above eighteen (18) years.
- 9.2 All persons engaged in the preparation and sale of food, snacks and beverages shall take steps, as may be reasonably necessary, to protect it from contamination. They shall observe good personal hygiene and keep themselves reasonably clean and tidy. The Operator and

all staff under his employment must comply with all the regulations and requirements set by the National Environment Agency in Environmental Health Act (Chapter 95, Section 113), Environmental Public Health (Food Hygiene) Regulations and other relevant regulations stipulated by the authorities.

- 9.3 The Operator shall be required to provide high standard of service and to ensure and provide, at all times, professional, efficient, prompt, polite and courteous service to all customers without discrimination whatsoever and in an honest and businesslike manner.
- 9.4 The Operator shall be obliged to improve the standard of service offered in the Premises if deemed unsatisfactory by NAFA.
- 9.5 The Operator shall employ only well-trained and healthy persons or employees of good character, attitude and integrity acceptable to NAFA. These employees shall be in uniform, bearing name tags or other identification badges.
- 9.6 The Operator shall employ a manager on a full-time basis and who should be available during business hours to ensure smooth and efficient operation of the business at the Premises.
- 9.7 NAFA shall have the right to require the Operator to remove from his staff or employees, persons who in the sole discretion of NAFA are:-
  - a) medically unfit, or
  - b) discourteous, or
  - c) in any way guilty of misconduct which is prejudicial to NAFA.

For the purpose of crime prevention, the Operator and his employees shall allow themselves and/or their vehicles to be searched by the Campus Wardens or any other staff member authorised by NAFA.

- 9.8 The Operator shall be required to submit their proposed mode of operation for the Premises giving a brief description of how the proposed system works as part of their proposal (Form 3).

## **10 Decoration and Furnishing**

- 10.1 The Operator shall accept the Premises in its existing state and condition. The Operator must at his own cost and expense undertake to engage the services of Qualified Person/s for the submission of all plans and obtaining approvals from the relevant authorities e.g. FSSD, BCA, etc. These shall apply for all design, renovation, alteration and improvement works to the premises, including the kitchen areas and whatever necessary and/or required so as to comply with all requirements and regulations of NAFA as stipulated in the Invitation to Bid documents and the relevant Acts and Regulations of government/statutory authorities.
- 10.2 The Operator shall be required to undertake fit-up works and interior decoration works for the Cafe and to install all furnishing and fixtures, tables and seatings, kitchen air-conditioning system, kitchen equipment, counter-top, sinks, serving counters, etc as these are not provided by NAFA including necessary regular maintenance by the Operator. All costs for the installation and maintenance of the fit-up works, including electrical distribution board, meters, cabling, lights, switches, power sockets, water pipes, taps, exhaust hoods and interior decoration works carried out by the Operator shall be borne fully by the Operator. All building, mechanical and electrical works to be carried out shall be designed and inspected by Qualified Persons and submitted to the proper authorities, e.g.

FSSD, BCA, etc for approvals. A copy of these approvals and Fire Safety Certificates shall be submitted to NAFA without fail.

- 10.3 Interior decoration and design of the Premises and the types of any additional fixtures, furniture, fittings, counter lightings, etc, to be installed at the Premises shall be subjected to the prior written approval of NAFA.
- 10.4 The Operator shall submit perspective drawings (interior deco, seating arrangement, furniture, light fittings, etc) for the Premises during submission.
- 10.5 Upon signing the Lease Agreement or the receipt of the Letter of Acceptance of the Proposal, whichever is earlier, the Operator shall be required to submit a work schedule for the completion of the setting up of the Premises.
- 10.6 Before the commencement of any works, the Operator shall be required to take up the Public Liability, Work Injury Compensation, Fire Insurance, etc. at its own expense as stipulated in Clause 24 of the Lease Agreement.
- 10.7 The Operator shall ensure that all works related to the furnishing interior design and decoration such as fittings, lightings, installation of the signboards, counters and all other works necessary for the operation of the Premises are completed within one (1) month upon taking over.
- 10.8 The Contractor is not allowed to park his vehicles in NAFA's Car Parks: namely, Car Park A, B, SBS, and RTP. He may make deliveries and alight workers at these Car Parks when necessary. All car park lots shall not be obstructed at any time by the Contractor's equipments or materials. Other Car Parks are available within NAFA and the Contractor may use them.

## **11 Maintenance of Equipment**

- 11.1 The Operator shall be responsible for the property, equipment and furniture provided by NAFA in the entire Premises, if any. The property, equipment and furniture, etc should only be used exclusively for the terms and conditions under the Lease Agreement. In the event of damages to or breakdowns of these properties, equipment, furniture; etc, the Operator shall make good or repair all such damages or breakdown at his own expense. In the event that NAFA's maintenance is required, the costs of maintenance and repair shall be borne by the Operator. Should they subsequently be damaged beyond repair or obsolete, NAFA reserves the right not to replace them.
- 11.2 Should the Operator wishes to substitute its own equipment it may do so at its own cost with the written approval of NAFA, and such equipment shall remain its own property.
- 11.3 The Operator shall be responsible for the maintenance of ACMV, gas system, ducting, exhaust system, sanitary drain-line including of the grease trap etc. All maintenance servicing reports must be submitted to Office of Development & Facilities Management for record.
- 11.4 The Operator shall observe all "Do's and Don'ts – Use of Electrical & Cafe Equipment" in Appendix D and to comply with all instructions given therein.

## **12 Cleaning, Washing and General Maintenance of the Cafe**

- 12.1 The Operator shall be responsible for and bear the full costs of cleaning, washing and general maintenance of the Cafe including but not limiting to the Cafe, dining areas, kitchen, kitchen ducting cleaning, bin centre, toilets, grease traps, floor traps, general cleaning including light fittings, diffusers and common areas of the Premises. If disposables

are used for takeaways, these shall be eco-friendly or environmentally friendly products with the necessary imprinted eco labels of the respective organization or regulatory statutory body.

- 12.2 The Operator shall bear the full costs of collecting rubbish and other allied refuse arising from the use of the Premises and depositing them in polythene bags or other similar approved containers and bringing them immediately to the main bin centre for collection by the National Environment Agency or to the National Environment Agency's dumping ground.
- 12.3 The Operator shall exercise every effort to ensure that all rubbish and other allied refuse brought to the main bin centre are properly deposited.
- 12.4 The Operator shall maintain and service the mechanical and electrical services, such as air-conditioned system, gas system, etc, including those services provided by NAFA, throughout the period of the Lease Agreement and all costs to be borne by the Operator

### **13 Procurement of Food Supplies**

The procurement of food supplies shall be the sole responsibility of the Operator.

### **14 Rules and Regulations**

All operations performed under the Lease Agreement shall comply in all aspects with the regulations and by-laws of:-

- a) Singapore Power Ltd;
- b) Ministry of Manpower;
- c) National Environment Agency;
- d) Singapore Civil Defence Forces;
- e) Building and Construction Authority;
- f) Agri-Food & Veterinary Authority of Singapore, and
- g) All other authorities having jurisdiction over the operations.

### **15 Assignment and Sub-Contracting**

The Operator shall not assign, sub-let the operations, grant a licence or part thereof without the written permission of NAFA and such permission if given, shall not relieve the Operator from any liability or obligation under the Lease Agreement and he shall be responsible and deemed liable for the acts, defaults, and neglects of any approved sub-operators, his agents, servants or workmen as fully as they were the acts, defaults or neglects of the Operator, his agents, servants or workmen.

### **16 Telephone Lines**

The Operator shall be responsible for the costs of installation and maintenance of telephone lines for telecommunication or its related usages such as cashless transactions, facsimile machines, etc. at the Premises and also pay all other related expenses incurred at the Premises.

## 17 Details Pertaining to the Premises

17.1 Details pertaining to the Premises are as follows:

- a) Accessibility - All staff, students and visitors
- b) Location - The Cafe is located at level 1-17
- c) Security Deposit - Equivalent to three (3) months' rental. The security deposit may be in the form of a Banker's Guarantee approved by NAFA, in which case it shall be an unconditional on-demand banker's guarantee from a bank established in Singapore.
- d) Rental - As proposed by the Operator (Form 2)
- e) Utilities Charges - All utilities incurred (water, gas and electricity) shall be made payable by the Operator, subject to GST, on a monthly basis.
- f) Maintenance (pest control and cleaning of the Cafe service areas where food, snacks and beverages are allowed) - Responsibilities of the Operator.
- g) Proposed Rental & Prices for Food, Snacks & Beverages - To be offered by the Operator as in Form 2.
- h) Preliminary Layout Plans, Perspective drawings - To be provided by the Operator as in Form 4.

17.2 As part of the Proposal, the Operator is to submit the following information, together with the detailed proposal on the mode of operations, plans, drawings etc. in the following format:-

- i) Background information on the Operator (as attached)
  - a) Name of Company/Firm
  - b) Registered Address of Company/Firm
  - c) Year Company/Firm was established
  - d) Type of Business of Company/Firm
  - e) Names, identity cards/passport numbers and addresses of all partners/directors/shareholders and the percentage of shareholding of each partner/director/partner.
- ii) Track Record of the Operator
  - a) Number of years of operation in Cafe / Food Court / Eatery business
  - b) Number and addresses of Cafe(s) owned and managed by the Operator
- iii) Financial Information on the Operator
  - a) Authorised capital



- b) Paid-up capital
- c) Company/firm's financial position (please attach Balance Sheet and Profit/Loss Statement for the last financial year)
- d) Information on how the Company/Firm will obtain the capital/funds needed to finance the proposed sum, the security deposit and the expected volume of business turnover.

iv) Management Capability of the Operator

- a) Information on the Company/Firm's management team and the experience of each management personnel

v) Information on Proposed Cafe Operation at the Premises

- a) Staff strength (give the number and grade of staff with breakdown into waitress/waitresses, supervisors, cashier, manager, etc)
- b) Sales (provide information on how the Company/Firm will maximize sales)
- c) Customer Service (elaborate on the Company/Firm's plan to provide a high level of customer service, i.e., explain how the proposed staffing level will be sufficient and to include information on quality of service training programmes for the Cafe staff)
- d) Mode of operation (propose a system for the Cafe operation, i.e. how it works and how it will contribute to the efficiency of the Cafe operation)
- e) Perspective drawings of the proposed Cafe for signages, displays, etc
- f) Expenditure (budget for furnishing/equipping the leased areas)
- g) List of Equipment

17.3 The Operator if intending to propose jointly should preferably form a company and propose in the name of the new company.

17.4 The Operator is required to understand clearly and precisely all the terms and conditions mentioned in the Lease Agreement and that the Operator shall not at all time proposes to NAFA to vary the said terms and conditions.

17.5 The Premises shall be handed over to the Operator on or around early January 2013. The dates of handling over may be varied at NAFA's discretion.

## 18 Notices

Notices shall be deemed to have been served upon the Operator if sent by ordinary post to the address stated in the Lease Agreement unless otherwise notified.

## **19 Stamp Fee/Licence, etc**

- 19.1 The Operator shall pay the stamp fees, licences fees and legal costs chargeable on the Lease Agreement for the operation of the Premises and any other contract with NAFA in connection with the Lease Agreement.
- 19.2 It is the responsibility of the operator to obtain all necessary licenses e.g. Food License, Gas Storage License, Halal Certificates for halal food, if any, etc from all regulatory bodies to meet the statutory requirements in the operation of the Premises.

## **20 Power to Take Operations out of the Operator's Hands**

Without prejudicing NAFA further prerogatives to act under any clause, if the Operator is found unable to execute effectively operations given to him, NAFA shall reserve the right to employ and pay other persons to execute any operations whatsoever in part or in whole which may be necessary to give effect there to and all costs in connection therewith including administrative charge of 20% shall be recoverable from the Operator by NAFA as a debt or may be deducted by him from any monies due or to become due to the Operator.

## **21 Protection of Persons, Property and Equipment**

- 21.1 The Operator shall, during the execution of all operations, take all necessary precautions to protect all furniture, fittings, equipment against damage by weather, fire, and carelessness of workmen or other causes.
- 21.2 The Operator shall be liable for and shall indemnify NAFA against any liability loss, claim or proceeding in respect of any injury or damage howsoever to any property, real or personal arising out of, or in the course of, or any reasons on the execution of the work in the Lease Agreement.
- 21.3 The Operator shall be liable for and shall indemnify NAFA against any liability loss, claim or proceeding, whatsoever arising under any statute or at common law, in respect to personal injury to, or death of any person howsoever, arising out of, or in the course of, or caused by the execution of the work in the Lease Agreement.
- 21.4 The Operator shall at all time for the duration of the Lease Agreement take out and keep current Public Liability and Work Injury Compensation insurance policies in respect of the business.

## **22 Failure to Insure**

If the Operator fails to effect and keep in force the insurance policies referred to, NAFA shall have the right to effect and keep in force any insurance and recover the amount so paid by NAFA from the Operator.

## **23 Mediation**

- 23.1 Notwithstanding anything in the Lease Agreement, in the event of any dispute, controversy or claim arising out of or relating to the Lease Agreement, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

## **24 Arbitration**

In the event that mediation is unsuccessful, any disputes arising out of or in connection with the Lease Agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in the English Language a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference into this Clause.

## **25 Miscellaneous**

- 25.1 The Operator shall not obstruct any of the entrances or exits to the Premises and to make suitable arrangements for the removal at his own expenses of all unwanted materials from the Premises.
- 25.2 The Operator shall not affix paint or otherwise exhibit or permit to be affixed painted or otherwise exhibited any sign announcement placard poster or advertisement to any part of the premises or on the exterior of the Premises or on the windows or doors thereof except such as shall be approved by NAFA.
- 25.3 The Operator shall not suffer to be delivered upon the Premises any articles or goods for the purpose of his business except at such times as may be agreed to appoint by NAFA.
- 25.4 The Operator shall not store or bring upon the Premises any articles of an especially combustible inflammable or dangerous nature and keep indemnified NAFA against all losses, damages, claims, costs, expenses, actions and proceedings in connection with the bringing and storage of such articles done without the consent of NAFA.
- 25.5 The Operator shall not do or to permit or suffer to be done on the Premises anything which in the opinion of NAFA may be a nuisance or annoyance to or in anyway interfere with the quiet comfort of NAFA campus or is a breach of the law.
- 25.6 The Operator shall not use or to suffer or permit any one to use the Premises or any part thereof as or for the purpose of a dwelling house.