

CONDITIONS OF TENDER

1. State and Condition of the Vending Machine Space

The tenderer is deemed to have full notice and knowledge of the actual area, state and condition of the vending machine space and/or type and location of the vending machine space. No error, omission or mis-statement in the schedule or in the description of the premises provided by SMRT Trains Ltd, SMRT Bus Ltd and Stellar SG-JP Retail Pte Ltd (collectively known as "SMRT") shall invalidate the tender submitted by any successful tenderer nor shall the same entitle any successful tenderer to any compensation whatsoever or to any reduction in the licence fees.

Licensees are required to provide their own vending machines which include automation, hardware, software, maintenance and support services and payment modes. Proposed vending machines and locations are subject to SMRT's and authorities' final approval.

2. Withdrawal of Tender Invitation

SMRT reserves the right at any time to withdraw the invitation to tender without being liable for any costs, damages, losses and/or expenses whatsoever.

3. Right to Reject Tender

SMRT reserves the right not to accept the highest or any tender.

4. Qualification of Tenderer

The tenderer must not have any outstanding debts due to SMRT at the time of tender.

The tenderer is required to submit information and show that it has at least three (3) projects of similar nature and with single Contract Value of S\$200,000 and above; or at least one (1) project of similar nature with single Contract Value (CV) of S\$1,000,000.00, completed in the past five (5) years for the Private Sector, Government or Statutory Bodies.

5. Non-withdrawal of Tender

Tender submitted cannot be amended or withdrawn for any reason at all. Each tender submitted shall remain irrevocable and valid for SMRT's acceptance for a period of six (6) months from Tender Closing Date or such other date as may be determined by SMRT at its discretion and as notified to the tenderer. In the event of any withdrawal of submitted tender after the final submission date, SMRT shall have the right to forfeit the tender deposit (or any part thereof). A tender form not properly completed shall be rejected at SMRT's sole discretion. In the event of any discrepancy on the Licence Fees offered, SMRT retains the sole discretion to inform the tenderer the final amount of the same.

6. Right to Enter into Private Negotiations/E-bidding

In addition, SMRT reserves the right to subsequently enter into private negotiations with any tenderer or such party or carry out e-bidding for any vending machine space as deemed fit by SMRT.

7. Offer of an Advantage or Inducement

The offer of an advantage or other inducement by any person to SMRT with a view to influence the award or outcome of the tender will result in the disqualification of the tenderer.

8. Submission of Design, Specifications, Front/Side/Rear Elevation of the Machine.

Tenderer is required to submit proposed design, dimensions, mechanical and engineering specifications, front/side/rear elevation of the machine which are to be in compliant with the requirements to SMRT for evaluation. SMRT reserves the right not to award the tender to the tenderer if the proposed submissions are deemed unacceptable.

8.1 Submission of proposed vending machines should include detailed design, dimensions, mechanical and engineering specifications, front/side/rear elevation, basic functions and scope of work not limited to the following:

S/N	Item	Minimum requirements
1	Product variety and replenishment	<p>a) The Licensee shall supply vending machines that are able to provide and operate a wide range of products not restricting to just beverages, snacks, quick bites products but to include non-perishable products too. Licensee that can offer products that cut across brands, instead of being bound to any one manufacturer or brand, will be advantageous.</p> <p>b) The Licensee shall provide a refresh in the range of items every three (3) months so as to provide an interesting variety for customers/ commuters. The selection should be subject to Licensor's approval.</p> <p>c) The Licensee should always ensure that there is sufficient stock of items in the vending machines.</p> <p>d) The Licensee shall load the items into the vending machines and replenish the machines to full stock level when topping up the machines. When there is unfavourable feedback on the quality of item(s) <u>or</u> unavailability of any item(s), the Licensee shall promptly propose similar alternatives for the Licensor's approval. Once approved, the Licensee will be required to replace the affected item(s) within five (5) working days from the date of approval.</p>
2	Product expiry dates and top up method	<p>a) All consumables supplied should have a reasonable shelf life from the delivery date. The Licensee must highlight for the Licensor's attention for items that have shelf life shorter than 1 month.</p> <p>b) The Licensee must top up using a First-In-First-Out (FIFO) method.</p>
3	Vending machine hardware and software features and functions	<p>a) If machine is more than 1.6m (measured from the floor to the highest point of the machine), the design of the machines shall include a sloping roof, where gradient of the roof shall be at least 30 degree.</p> <p>b) All compartments including one that dispense merchandise, that are accessible to or by the public shall be securely locked when not in use.</p> <p>c) The compartments where merchandise or coins are dispensed must be checked once every 2 hours to ensure no items been left behind by commuters/ customers.</p> <p>d) Tempered glass must be utilized for the display screen of the proposed machine.</p>

S/N	Item	Minimum requirements
		<p>e) Any gaps between the vending machine and other machines, or structures and the wall/floor must be less than 5cm. Gaps between 5cm to 1m must be covered up.</p> <p>f) No third-party advertisement, medium nor media is permitted.</p> <p>g) All vending machines must have a fire extinguisher.</p> <p>h) Provision of the vending machines should include hardware, software, maintenance and support services that facilitate self-help by users for purchase of items at customers convenience.</p> <p>i) The vending machine must be able to accept cash payment and any cashless payment mode such as but not limited to ez-link cards, NETS FlashPay, QR code payment (such as NETS Pay, PayLah, PayNow, Pay Anyone), Visa, Mastercard etc.</p> <p>j) The vending machine must have the provision of alert to the Licensee on the specific machine breakdown and low stock level of specific items in specific machines.</p> <p>k) Availability of an application portal with access control provided to the Licensee to facilitate the Licensee's needs to perform checks and generation of customisable reports relating to the issuance and replenishment of supplies and inventories on an ad hoc basis. The application portal shall come with administrative control function for the management and monitoring of the usage of vending machines by the Licensee with real time view of availability and management of sales transactions, supplies and stock monitoring and replenishment of supplies and inventories.</p> <p>e) Troubleshooting and rectification due to disruption of supply services.</p> <p>f) Investigation and rectification of discrepancies through the usage of inbuild camera within the machine and to allow quick access to retrieve item(s) from the collection compartment which is always locked at all times upon exception triggering at the command portal dashboard.</p> <p>g) The Licensee is required to generate consumption and monthly sales reports according to the agreed format and send them to the Licensor within the first week of the following month. The report shall include but are not limited to data on date and time when and what items are purchased, consumption utilisation and trending by user groups.</p> <p>h) In addition, the system should allow utilisation reports to be generated by the Licensor, and the Licensee must provide training to Licensor on the generation of reports.</p> <p>i) The vending machine shall be well-designed and be equipped with eco-friendly features and sustainable practices will be an advantage.</p>

S/N	Item	Minimum requirements
4	Vending machine technical specifications	<p>a) Dimensions - The machines must be able to fit in the existing spaces estimated at 1m length and 1m in depth (estimated 2sqm) designated for machines unless otherwise specified in the list.</p> <p>b) Electrical supply - 13 amps, power points will be provided. Proposed models must meet the electrical load to avoid electrical failure.</p>
5	Licensee's responsibility for successful installation	<p>Notwithstanding the information provided, the Licensee shall be responsible to perform the following to ensure successful installation:</p> <p>a) Survey the site, confirm locations of machines and ensure the machines are able to fit into each of the intended spaces;</p> <p>b) Ensure correct and safe connection to the electrical supply;</p> <p>c) Survey and liaise with Licensor for the loading, unloading and delivery route (including cargo lifts, corridors, doorways, etc) to ensure that the vending machines can be delivered and products can be replenished. All costs related to the move are deemed to be included in the submitted tender price;</p> <p>d) Ensure that all vending machines are in good working condition before delivery to Licensor location;</p> <p>e) Carry out full testing and commissioning, ensuring smooth and consistent dispensing of beverages;</p> <p>f) Ensure the safety of its workmen and other personnel within the premises and comply with relevant guidelines such as Workplace Safety and Health and Safe Management Measures; and</p> <p>g) Provide transportation and labour for all aspects required to deliver, install and service the contract. Prices quoted shall be deemed to be inclusive of all logistics and transport arrangements and any other costs necessary for the complete fulfilment of the requirements under this contract.</p>
6	Deployment and removal of machines	<p>The Licensee shall be responsible to perform the following:</p> <p>a) Ensure prompt deployment of the machines within one (1) month upon notice to take possession of site by the Licensor;</p> <p>b) Protect floor finishes from damage during installation and maintenance, remove all unwanted material and debris, clean all dirt and stains, and make good any damage; and</p> <p>c) Dismantle and remove the machines upon expiry /termination of the licence and reinstate site into original conditions..</p>

9. SMRT reserves the right to award the tender in whole or in part, and is not bound to award the contract to the highest bidder. SMRT reserves the right to award the tender to the Vendor that best meet the evaluation criteria.

10. Acceptance of Tender

A Letter of Offer will be handed to or posted to the successful tenderer's address as given in its tender and such handling or posting shall be deemed good service of such notice, for each

successful tender bid. The tenderer is given not less than one (1) week to accept the award as specified in the Letter of Offer. Unless prior written approval has been obtained from SMRT, the successful tenderer who does not respond within the time specified for acceptance in the Letter of Offer shall be deemed to have rejected the offer and the tender deposit and all other monies paid to SMRT shall be forfeited. For the avoidance of doubt, SMRT shall have the right to withdraw any award at any time without any liability before the Letter of Offer is issued to the successful tenderer.

SMRT will not enter into correspondence with any tenderer regarding the reasons for non-acceptance of a tender.

11. Payments Upon Letter of Offer

To accept the award, the tenderer shall sign the Letter of Offer and make the following payments:

- (a) 1st month's gross rental including GST;
- (b) Security deposit equivalent to 3 months' gross rentals; and
- (c) Fittings/Reinstatement Deposit of S\$500.00 per machine

12. Licence Agreement

The award of the tender shall be subjected to contract. The successful tenderer shall enter into a Licence Agreement ("Agreement") with SMRT within the time stipulated by SMRT. A copy of the Agreement is included in the Tender Documents for information.

The Agreement shall be duly executed by the authorised representatives of the successful tenderer. A certified true copy of the company's resolution stating the person authorised to execute the Agreement on behalf of the successful tenderer shall be provided to SMRT.

13. Term of Licence

- 13.1 The period of the Licence shall be one (1) year with an option to renew for one (1) year subject to mutually agreed terms.
- 13.2 Tenderer must tender for all vending machines spaces in each LIST:
 - a) **LIST 1:** Main Line - North-South; East-West; Circle Line and Integrated Transport Hub (18 vending machine spaces);
 - b) **LIST 2:** Thomson East Coast Line (17 vending machine spaces)
- 13.3 Tenderer can submit tender bid for LIST 1 and/ or LIST 2.
- 13.4 Tenderer who wished to submit tender for LIST 1 and LIST 2 is to submit the tender bids for each LIST separately.
- 13.5 SMRT reserves the rights to award the tender in parts or in whole.
- 13.6 Final vending machine spaces to which a grant of license would be awarded to the successful tenderer shall be subject to SMRT and the relevant authorities' approval.

14. Date of Possession of sites

The sites shall be handed over to the Licensee as follows:

- 14.1 LIST 1: Within 2 months upon approval from Licensor and authorities.
- 14.2 LIST 2: At least 6 months upon approval from Licensor and authorities.

15. Licence-free Fitting-Out Period

A Licence fee-free fitting out period of up to four (4) weeks before the commencement of the licence will be granted to the successful tenderer. Licence Fee will be charged from the expiry of the

Licence fee-free period, regardless of whether the successful tenderer is ready for business, or from the commencement date of operations, whichever is earlier. The tenderer will have to take into account its fitting out or other requirements in its bid submission.

The successful tenderer shall be required to submit their concept deck which entails the design, dimensions, mechanical and engineering specifications, front/side/rear elevation and depiction of the machine on the offered site.

15. Fitting-Out Works

Once awarded the tender, the successful tenderer undertakes that it shall carry out fitting-out works at its own cost and expenses in compliance with the relevant authorities' requirement and SMRT's fitting-out guidelines.

The successful tenderer shall be required to undertake all site preparation works (Civil and M&E works) at its own costs and expenses.

The successful tenderer shall be required to submit fit-out plans and all required documents at least six (6) weeks before grant of the possession to the licensed premises by SMRT. All designs submitted are subject to SMRT's and the relevant authorities' approval.

16. Prohibited Sale Items

Sale and display of the following items are strictly prohibited:-

Chewing gum, pirated, anti-racial, pornographic or related products/ materials and other highly combustible materials.

The sale of wine, spirits and/or alcohol or any drinks with alcoholic content is prohibited unless with written consent from the Landlord.

17. No Assignment, Sub-letting or Part with Possession

The successful tenderer shall not be allowed to assign, sub-lease or part with possession of the licenced premises or any part thereof.

18. Error or Omission

In the event of a tenderer discovering a major error or omission or any arithmetical error in his/her tender after it has been submitted to SMRT, it may draw SMRT's attention to the error at any time prior to closing time and date for the receipt of tenders. SMRT will not entertain any communication regarding any error or omission in a tender after the closing time and date for the receipt of tenders.

19. Non-liability for any Costs and Expenses

In no case will any expense incurred by a tenderer in the preparation of its tender be borne by SMRT.

20. Submission of Annual Returns

The company shall as and when required by SMRT, supply certified copies of the Annual Returns of the preceding two financial years submitted to the Registrar of Companies pursuant to the Companies Act.

21. Non-amalgamation or Merger

Upon commencement of the licence agreement, the successful tenderer shall not effect any form of corporate restructuring, including but not limited to any form of amalgamation or merger with or take-over by another company, firm or body or party, without first obtaining the consent of SMRT in writing and if such consent is granted, it shall be given on such terms and conditions as SMRT may in its sole discretion deem fit to impose.

22. Change of Shareholders/ Value of Shares

The successful tenderer shall notify SMRT immediately of any change of shareholders or the value of the shares held by the shareholders or of any form of reconstruction of the company.

23. Licences, Permissions or Approvals

The successful tenderer who from time to time is required by law to obtain any licence, permission or approval to carry out any business has to solely be responsible for making the necessary applications. No allowance in payment or refund of rent shall be given for any period before such licence, permission or approval is granted if the same is refused or withdrawn.

24. Non-Display of Tender Results

Tender results will not be displayed or be given over the telephone, by fax, by post or by email.

25. Non-Payment of Commission

Where tender is submitted through a property agent, the tenderer is responsible for paying the commission to the property agent, if successful. SMRT will not be responsible for paying commission to the property agent.

26. Extension of tender validity period

In the event SMRT determines to extend the tender validity period, SMRT can do so via a written notice served to the contact person listed in the Tenderer Particular Form.

27. Acceptance of all terms and conditions

By submitting the tender, the tenderer accepts and agrees to be bound by all terms and conditions stated in this tender package including the Conditions of Tender, SMRT's specimen Licence Agreement template.

28. Acceptance of Changes

The tenderer accepts that there may be changes to the layout plans, floor areas, estimated availability dates and other details provided in this tender package.

29. Non-Negotiation of Terms

All terms and conditions contained in the tender documents are non-negotiable.

The information contained herein is valid at the time of printing.