COVER LETTER

- 1. The Singapore Sports Council (rebranded as "Sport Singapore" or "SportSG" with effect from 1 April 2014) invites you to submit a Proposal in respect of the Requirement Specifications which are listed in Section 2 of this document.
- 2. Vendors are reminded to submit their Proposal in accordance with the instructions listed in Section 5 of this document. SportSG reserves the right to reject any Proposal that is not submitted in accordance with the instructions.
- 3. Where applicable, Vendor is encouraged to incorporate recycling and green initiatives as part of the effort to promote environmental sustainability in their Business. Examples of such initiatives include, but not be limited to, the use of energy saving vending machines, environmentally friendly packaging materials, messaging on recycling etc.

Where required, SportSG may inform the Vendor to review the packaging material used for products sold in the vending machines and transition to more sustainable packaging materials.

- 4. Vendors are to submit their Proposal by hand at SportSG Headquarter Tender Box D, by no later than <u>Tuesday, 15 October 2024, 12pm</u>. Submission will <u>not</u> be accepted after the Closing Date and Time.
- 5. Proposals shall be submitted by hand at SportSG Headquarter Tender Box D, in a sealed envelope and prominently marked as:-

CALL FOR PARTNERSHIP (LICENCE) TO DEPLOY, OPERATE AND MAINTAIN VENDING MACHINES FOR THE SALE OF FOOD AT SPORT SINGAPORE FACILITIES

Address to:	From:
Sport Singapore	[Vendor's Company Name]
3 Stadium Drive	[Vendor's Registered Address]
Singapore 397630	

- 6. Vendors shall furnish a **tender deposit** in the form of a cheque or cashier's order, equivalent to 1 months' worth of total Licence Fee based on the maximum of 60 machines, regardless of the number of machines deployed (Payable to '**Singapore Sports Council**').
- 7. Unsuccessful tender deposits will be returned to Vendors free of interest within 14 days after the award, and the successful Vendor's tender deposit will be banked in and used to offset the first month's advance licence fee and so forth.
- 8. Vendors are reminded that any withdrawal of Proposal and/or offer after successful award shall be subject to potential penalties and debarment from future Government contracts.
- 9. For clarifications or to request for a sample Licence Agreement, you may contact Poon Ying Ying at <u>POON Ying Ying@sport.gov.sg</u> and Doris Toh at

Doris TOH@sport.gov.sg. The deadline for clarification is Friday, 4 October 2024, 12pm. Clarification via telephone or fax will <u>not</u> be entertained.

SECTION 1: INTRODUCTION

- 1.1 ActiveSG is an all-inclusive national movement for sports, by Sport Singapore ("**SportSG**"). Designed to be a lifestyle destination for Singaporeans to live better through sports, facilities island-wide offered to all ages and abilities.
- 1.2 Currently, ActiveSG manages facilities at 37 locations across Singapore, which includes 23 pools, 28 gyms, 14 sports halls and 12 stadiums¹. Please refer to in <u>Annex</u> <u>A</u> of this document for a non-exhaustive list of ActiveSG locations.
- 1.3 Today, ActiveSG serves over 2.6 million users across Singapore, with a reach of various segments within the community. Users range from all age groups, with the majority being working adults aged twenty (20) to fifty-nine (59).
- 1.4 ActiveSG aims to enhance visitors' experience through vending solutions, by providing a variety of food options across all facilities, allowing convenience and accessibility for the public.
- 1.5 For this purpose, SportSG is inviting like-minded businesses interested in contributing to the sports community, to participate in this Call for Partnership (Licence) to deploy, operate and maintain 25 to 60 vending machines for sale of pre-packaged food at SportSG facilities, for a period of 3 years with the option to extend for a further 3 years.

¹ Excluding Sport Centres and facilities that are upcoming or undergoing rejuvenation (i.e. Toa Payoh Sport Centre, Punggol Regional Sport Centre). SportSG reserves the right to add and/or remove locations as and when required, as well as adjust the timeline for rejuvenation plans. For more information on ActiveSG facilities closure, refer to the latest schedule <u>here</u>.

SECTION 2: REQUIREMENT SPECIFICATIONS

1 <u>PURPOSE</u>

- 1.1 The Vendor shall deploy, operate and maintain a **minimum of 25** vending machines for the sale of pre-packaged food, up to a **maximum of 60** machines across all SportSG premises.
- 1.2 The maximum number of machines may vary according to the timeline of completed new or rejuvenated facilities. This may be reviewed at the discretion of SportSG, at point of exercising the Option Term.

2 **PRODUCT VARIETY**

- 2.1 The Vendor shall sell a variety of pre-packaged food options in full compliance with the Healthier Food & Beverage Policy, which <u>must</u> include the following:
 - a) **Snacks Compulsory**
 - b) Ice creams and/or Popsicles Compulsory
 - c) Sandwiches and/or Toasts Compulsory

Other suggested food options may include, but not limited to:

- d) Protein bars
- e) Hot meals
- f) Pastries
- g) Salads
- h) Yogurt

The various food options may be supplied in <u>one or more machines</u>.

- 2.2 Snacks selection shall include a variety of sweet and savoury options with **Vegetarian** and Halal-certified options.
- 2.3 At least 50% of the products sold in each machine shall carry the Healthier Choice Symbol (HCS) or equivalent.

3 <u>COMPLIANCE</u>

3.1 The Vendor shall be in full compliance with the Whole-of-Government ("**WOG**") Healthier Food & Beverage Policy ("**Policy**") guidelines, as may be in force at the material time. Please refer to Health Promotion Board's ("**HPB**") website for the latest Policy guidelines and requirements.

- 3.2 In this regard, SportSG and any party authorized by it, shall be entitled to conduct checks (including unscheduled checks at and on the machines) and to request for such information as may be necessary to verify the Vendor's compliance with the Policy.
- 3.3 The Vendor will be required to submit a declaration form which shall be duly completed in accordance with the prescribed format as set out in Annex D of this document.

4 **PRODUCT PRICING**

4.1 Generally, to keep the products affordable for the public, the selling price for each product **shall not exceed** the following price caps:

S/N	Food Option	Price Cap (S\$)
1	Snacks	\$2.50
2	Ice creams / Popsicles	\$5
3	Sandwiches / Toasts	\$4

- 4.2 This price cap shall be inclusive of Goods and Services Tax ("GST") and for the duration of the Licence Period. Any changes to the price cap shall subject to SportSG's approval.
- 4.3 All proposed products and pricing at point of award shall be valid for the duration of the Licence Period. SportSG must be notified for any subsequent product and/or pricing changes, where the Vendor shall provide the necessary justifications as and when requested.

5 <u>PAYMENT OPTIONS</u>

- 5.1 The Vendor shall deploy machines that accept **cashless payment options only**, which must include the following:
 - a) Credit / Debit Cards (i.e. Amex, Visa, Mastercard) Compulsory
 - b) EZ-Link (inclusive of concession cards) Compulsory
 - c) PayNow **Compulsory**
 - d) PayLah! **Compulsory**

6 <u>SERVICE STANDARDS</u>

- 6.1 The Vendor shall ensure all machines are **in operation every day**, including Saturdays, Sundays and Public Holidays, with a **constant supply of products**.
- 6.2 The Vendor shall maintain **at least 1 form of customer support channel** (i.e. Hotline/WhatsApp) that is operating minimally during office hours (i.e. Monday to Friday, 9am 6pm) and details shall be stated clearly on the machines.

- 6.3 The Vendor shall ensure that the machines are always operating at optimum professional standards, with the necessary licences and/or permits by relevant government authorities to operate the intended business at SportSG facilities.
- 6.4 The Vendor shall ensure that all products sold and dispensed abide by the prevailing hygiene and safety standards, are of good quality and fit for consumption (i.e. before their expiry or sell-by dates).
- 6.5 The Vendor shall be responsible for the overall cleanliness and hygiene of the vending machines, as well as to maintain and upkeep the physical conditions of the machines. The Vendor shall service the machines regularly or as and when required by SportSG.
- 6.6 The Vendor shall be liable for all costs, responsibilities and/or liaison with guests on feedback management and service recoveries where required. Such instances may include, but are not limited to:
 - a) Refund-related feedback (i.e. product did not dispense)
 - b) Poor quality products
 - c) Incorrect pricing charges
 - d) Machine breakdown
 - e) Replenishment of products

In the event of any disputes, SportSG's decision shall be final.

7 <u>MACHINE DESIGN / SPECIFICATIONS</u>

- 7.1 The Vendor shall display clear images and information (i.e. Vegetarian / Halal-certified / Healthier Choice Symbol) of the products on the display screen / panel, if the actual products are not visible. Other relevant information (i.e. product price and payment options) shall also be indicated clearly on the machines, for customers to make an informed decision prior to the transaction.
- 7.2 The Vendor shall submit the design of the vending machines' exterior wrap / sticker to SportSG, and all costs and expenses for printing and installation are to be borne by the Vendor.
- 7.3 The Vendor **shall not put up any third-party advertisement** on the machines.

8 <u>LICENCE TERMS</u>

- 8.1 The Vendor shall **undertake all costs for installation and operations**, which includes the deployment, relocation, removal, maintenance and servicing of machines, and any other miscellaneous costs.
- 8.2 The deployment areas within ActiveSG Premises (also known as "Licensed Area") shall be on an as-is-where-is basis and mutually agreed after the successful award. The

Vendor shall be deemed to have visited the Premises and assessed the Licensed Area. SportSG may at its sole discretion during the Licence Period, request the Vendor to relocate the machines due to site requirements, constraints, etc.

- 8.3 The Vendor shall comply with "**Clean Venue**" requirements when required, where the vending machines will be covered up entirely, when the venues and/or facilities are used for national and/or international games and events. In such event, SportSG will notify the vendor of such requirement in writing.
- 8.4 The Vendor shall provide SportSG with **monthly sales report** of each deployed machine, stating the total sale amount (S\$).
- 8.5 The Vendor shall make all payments promptly on or before the due date stated on the invoice. Failing which SportSG reserves the right to charge interest for late payment on the outstanding amount at the prevailing rate.
- 8.6 The Vendor shall at its own cost, effect and keep effected with necessary **insurance policies** (in the joint names of SportSG and the Vendor), which shall include but not limited to, public liability, all risks, fire, and any other insurance which are required by law, for the operation of the vending machines during the Licence Period.
- 8.7 SportSG shall not be liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Vendor or any person arising from or in relation to the intended business at SportSG facilities.
- 8.8 The Vendor will be required to pay a **Security Deposit** equivalent to 3 months' worth of Licence Fee based on the maximum of 60 machines, regardless of the number of machines deployed. The Security Deposit will be held by SportSG throughout the Licence Period and refunded back to the Vendor 1 month after the expiry or termination of agreement, or such longer period as may be necessary in connection with the Licence Agreement.
- 8.9 The Security Deposit shall be made payable to SportSG in the form of a cash deposit or a guarantee issued by a participating financial institution under the eGuarantee@Gov programme.
- 8.10 Either party may **terminate** the agreement, without furnishing any reasons, by giving at least 6 months' notice in writing.

Note:

- 1. SportSG reserves the right and discretion to appoint the Licence **in whole or in part** to one or more Vendors, or to no Vendor at all.
- 2. SportSG reserves the right to reject any proposals that are not in compliance with the terms and scopes as set out in Clauses 1 to 8 above.

SECTION 3: LICENCE PERIOD

- 1.1 The Licence shall be for a **period of 3 years, with an option to extend for a further 3 years** on such terms as may be set by SportSG, upon the written request of the Vendor.
- 1.2 Such request to be given at least 6 months before the expiration of the Licence Period, and to be granted at the sole discretion of SportSG.
- 1.3 Upon the renewal, SportSG reserves the right to revise the Licence Fees in accordance with the prevailing market rate, and other Terms and Conditions set out in the Licence.
- 1.4 The **target commencement date** of the Licence Agreement is **1 December 2024** and it shall be determined and confirmed by SportSG after award. The deployment of machines may be in phases and may require co-ordination between Vendors.

SECTION 4: LICENCE FEE

- 1.1 The Vendor shall submit an offer for a <u>Fixed</u> Licence Fee per Machine per month payable to SportSG, excluding prevailing GST². The offer quoted shall be inclusive of utility costs per machine. Proposals with a range of fees or fees that vary across the Licence Period (i.e. staggered Licence Fee, commission based, and any other permutations) will not be accepted.
- 1.2 The Vendor shall note that as and when there is an increment or reduction in the number of vending machines, the Licence Fees shall be pro-rated based on the Fixed Fee per machine and on the actual number of days deployed for the affected month, and adjusted accordingly for the remaining Licence Period.
- 1.3 As a guide, the Fixed Licence Fee per Machine per month is **S\$220**. This guide fee is exclusive of GST and does not constitute to the minimum or maximum offer acceptable by SportSG.

² The Vendor shall bear and pay to SportSG all amounts of GST chargeable at the time of the Licence.

SECTION 5: PROPOSAL

- 1. The following list of information and/or documents are to be included as part of the Proposal, to be submitted by hand at SportSG Headquarter, Tender Box D:
- 1.1. The Vendor's **company profile**, of which includes but not limited to:
 - a) Number of food vending machines currently deployed in Singapore;
 - b) Number of years in food vending industry;
 - c) Track records of completed and/or ongoing food vending projects in Singapore over the past 3 years (from Oct 2021 onwards) – shall be duly completed in accordance with the prescribed format as set out in <u>Annex B</u> of this document. There shall be no alteration to the text/format; and
 - d) Manpower strength of company's operation team.
- 1.2. Proposal on **business concept and plans**, of which includes but not limited to:
 - a) List of products³ with proposed unit price sold to the public (to include product brand, image of product and any other information i.e. Vegetarian / Halal-certified / Healthier Choice Symbol);
 - b) Payment options available;
 - c) Sample of monthly sales report;
 - d) Service standards (i.e. frequency of replenishment, customer support channel(s) available and expected turnaround response time, repair turnaround time, refund processes, etc.);
 - e) Proposed timeline to operationalize and commence at all locations upon notification of award from SportSG (including necessary procurement, testing and deployment lead time); and
 - f) Any requirements which may form as a condition to the award, for SportSG's consideration and approval.

³ All proposed products shall be in full compliance with the WOG Healthier Food & Beverage Policy as mentioned in Clause 3 of Section 2 (Requirement Specifications) of this document.

- 1.3. Vending **machine design and specifications**, of which includes but not limited to
 - a) Visuals of machine design, including proposed design of the machines' exterior wrap / sticker;
 - b) Machine dimensions; and
 - c) Power point requirements.
- 1.4. **Proposed Licence Fee** shall be duly completed in accordance with the prescribed format as set out in <u>Annex C</u> of this document. There shall be no alteration to the text/format.
- 1.5. **Healthier Food & Beverage Policy Declaration Form** shall be duly completed in accordance with the prescribed format as set out in <u>Annex D</u> of this document. There shall be no alteration to the text/format.
- 1.6. The Vendor's **financial records**, the following documents shall be duly submitted:
 - a) Company's Accounting and Corporate Regulatory Authority (ACRA);
 - b) Company's Questnet Corporate Search; and
 - c) Company's past 3 years of audited financial statements.

Notes:

- 1. SportSG reserves the right (i) to allocate the appropriate scoring for any missing information which are required in the evaluation assessment (ii) to reject any proposals that are incomplete or not in accordance with the above submission instructions and/or with SportSG's clarifications.
- 2. SportSG is not binded to accept the highest bid or any bid, and in no case will any Vendor be allowed to claim against SportSG for any expense incurred in the preparation of the proposal.
- 3. In the event that SportSG seeks clarification upon any aspect of the proposal, the prospect shall provide full and comprehensive response within 3 working days of SportSG and/or the representative's notification.

SECTION 6: EVALUATION CRITERIA

All Proposals shall be evaluated based on the following criteria⁴:

1 <u>CRITICAL CRITERIA</u>

Non-compliance with any of the critical criteria will preclude the Proposal from further evaluation by SportSG:

1.1 Debarment Status

The Vendor shall not be debarred on or after the closing date of the quotation by the Standing Committee on Debarment, c/o Ministry of Finance, from participating in public sector projects.

- 1.2 <u>Compliance with minimum number of vending machines</u> as mentioned in Clause 1 of Section 2 of this document.
- 1.3 <u>Compliance with Compulsory Products</u> as mentioned in Clause 2 of Section 2 of this document.
- 1.4 <u>Compliance with the Healthier Food & Beverage Policy</u> as mentioned in Clause 3 of Section 2 of this document.
- 1.5 <u>Compliance with Product Pricing</u> as mentioned in Clause 4 of Section 2 of this document.
- 1.6 <u>Compliance with Compulsory Payment Options</u> as mentioned in Clause 5 of Section 2 of this document.

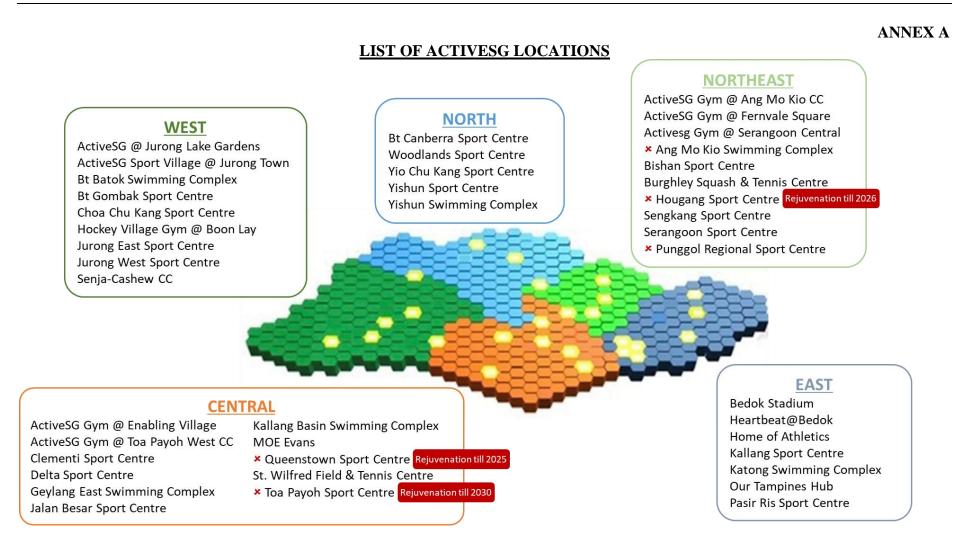
2 OTHER CRITERIA

2.1 Proposal which has fulfilled the Critical Criteria shall be further evaluated based on the Other Criteria as listed below:

S/N	Other Criteria		
(Ranked by			
Weightage)			
1	Fixed Licence Fee per Machine per month		
2	Number of food vending machines currently deployed in Singapore		
3	Number of years in food vending industry		
4	Financial Soundness		
5	Proposed Product Variety		
6	Track Record		

⁴ SportSG shall not be obliged to enter into any correspondence with any Vendor regarding the reasons for non-award and/or acceptance of Proposal.

CALL FOR PARTNERSHIP (LICENCE) TO DEPLOY, OPERATE AND MAINTAIN VENDING MACHINES FOR THE SALE OF FOOD AT SPORT SINGAPORE FACILITIES



Note:

1. SportSG reserves the right to add and/or remove locations as and when required, as well as adjust the timeline for rejuvenation plans. For more information on ActiveSG facilities closure, refer to the latest schedule <u>here</u>.

ANNEX B

TRACK RECORDS

To provide details of all completed and/or ongoing food vending projects undertaken by your Company in Singapore from Oct 2021 to present.

S/N	Client's Company Name	Completed / Ongoing	Project Details	Contract Start Date	Contract End Date	Client's Contact Person & Email
1	Sport Singapore	Completed	Provision and operation of 50 food vending machines across 5 locations	1 Apr 2020	31 Mar 2023	Poon Ying Ying POON_Ying_Ying@sport.gov.sg

ANNEX C

PROPOSED LICENCE FEE

With reference to Section 4 and Section 5 (Clause 1.4) of this document, the Vendor shall submit an offer for a **Fixed Licence Fee per Machine per month** payable to SportSG.

This offer shall be quoted in Singapore dollars and exclude the prevailing GST.

Location	Fixed Licence Fee per Machine per month		
Across ActiveSG Premises	<pre>\$ per machine per month</pre>		

ANNEX D

HEALTHIER FOOD AND BEVERAGE DECLARATION FORM

TO BE FILLED IN BY VENDOR

<u>Note:</u> Please refer to the Health Promotion Board's website for the most updated Healthier Food and Beverage requirements and declaration form (<u>https://hpb.gov.sg/healthy-living/foodbeverage/wog-healthier-food-and-beverage-policy</u>) and (b) Healthier Choice Symbol (HCS) guidelines (<u>https://www.hpb.gov.sg/food-beverage/healthier-choice-symbol</u>).

Under the Healthier Food and Beverage policy, beverages sold or provided within government premises must be comply with the Healthier Food and Beverage requirements. <u>This</u> <u>declaration form serves to ensure that all food and beverages offered by the</u> <u>supplier/vendor/tenant will comply with the requirements</u>.

Please tick appropriate check box wherever applicable. If the respective guideline is not applicable, please tick "N/A" (e.g. no freshly prepared hot coffee/tea/malted beverages).

	Requirements	Yes	N/A
Healthier beverages	 (With effect from ("W.E.F") 1 June 2024) Please confirm if all pre-packaged beverages meet the nutrient thresholds for Grades A or B under the Nutri-Grade grading system, which are: ≤5 grams of free sugar and ≤1.2 grams of saturated fat per 100 ml of beverage. Operators may, however, continue to provide plain full-cream milk Please confirm if hot coffees, teas and malted 		
	 beverages are prepared and served with no added sugar⁵ (i.e. 'ko-song'). Sugar may be provided at the side for consumers to take/ add on their own. Operators may continue to add creamer, evaporated milk and condensed milk, but the final beverage must comply with requirement 4. 		
	3. (W.E.F 1 June 2024) Please confirm if all creamers, condensed milk and evaporated milk that are served on the side are lower in saturated fat. ⁶		

⁵ 'Sugar' refers to table sugar, and excludes the sugar content in creamers, evaporated milk and condensed milk. ⁶ Lower saturated fat creamers, evaporated milk and condensed milk include those that carry the Healthier Choice Symbol (HCS), and those that meet the saturated fat criteria under the HCS (i.e. \leq 4g of saturated fat/100g of fat, as of Nov 2023).

	4. (W.E.F 1 June 2024) Please confirm if all freshly prepared beverages meet the nutrient thresholds for Grades A or B under the Nutri-Grade grading system, which are: ≤ 5 grams of free sugar and ≤ 1.2 grams of saturated fat per 100 ml of beverage.	
Healthier ingredients (healthier oils, lower-	 (W.E.F 1 June 2024) Please confirm if healthier cooking oil⁷ is/are used for all cooking and food preparation. 	
sodium ingredients)	6. (W.E.F 1 June 2024) Please confirm if lower- sodium ingredients are used for all cooking, food preparation or provided.	
	<u>Please confirm the mode of compliance that</u> <u>applies (a, b or c – please tick one):</u> If salt is used, there are two options:	
	 □ (a) Only lower-sodium salt⁸ is used □ (b) Lower-sodium salt, light and dark soy sauces, oyster sauce and seasonings⁹ are used 	
	 If salt is not used, there is only one option: (c) All of the sauces and seasonings used are lower in sodium (i.e. lower-sodium light and dark soy sauces, oyster sauce and seasonings) 	

⁷ Healthier oils include oils that carry the HCS and other plant-based oils (e.g. olive, canola, peanut, soybean and sunflower oil) that meet the saturated fat criteria under the HCS (i.e. $\leq 35g/100g$ of saturated fat, as of Nov 2023). ⁸ Lower-sodium salt include those that carry the HCS, and those that meet the sodium criteria under the HCS (i.e. $\leq 300mg/g$ of sodium as of Nov 2023).

 $[\]leq$ 300mg/g of sodium, as of Nov 2023). ⁹ Lower-sodium soy sauce, oyster sauce and seasoning include those that carry the HCS, and those that meet the sodium criteria under the HCS.

UNDERTAKING TO COMPLY WITH HEALTHIER FOOD AND BEVERAGE POLICY

This Undertaking is made on [date], for and on behalf of:

Name of Organisation:

Registration No.¹⁰ of the Organisation:

- I understand that, under the Health Promotion Board's Healthier Food and Beverage Policy, all food and beverages sold or supplied at or on government premises must comply with the prevailing Healthier Food and Beverage requirements ("the Requirements"). A copy of the Requirements has been provided to me, and I have read and fully understood the Requirements.
- 3 On behalf of [insert name of Organisation], I hereby undertake to:
 - (a) fully comply with the Requirements, in relation to any food and beverages sold or supplied at [insert description of the relevant premises] ("Premises"); and
 - (b) allow [insert name of the government agency], and any party authorized by it, to conduct such checks (including unscheduled checks at and on the Premises) and obtain such information as may be necessary to verify my Organisation's compliance with the Requirements.
- 4 I further agree that any breach of the Requirements will render my Organisation legally liable to [insert name of the government agency] for breach of this Undertaking.

Executed as a deed for and on behalf of [insert name of Organisation]

Signature:	
Name of Organisation:	
Name of Authorised Representative:	
Designation:	

¹⁰ Company, Business, Society or Co-operative registration number as applicable

In the presence of:

Signature:

Name: