



**REPUBLIC OF SINGAPORE**

**MINISTRY OF SUSTAINABILITY  
AND THE ENVIRONMENT**

**Application for**  
**Foodstall No. 5, 6 and 10**  
**in Environment Building Cafeteria**

## INSTRUCTIONS AND INFORMATION FOR APPLICANTS

### Non-Renewable Temporary Occupation Licence

1. This quotation invites applicants to bid for the operation of the following food stalls in Environment Building Cafeteria.  
  
Stall No. 5: Economy Rice  
Stall No. 6: Drinks & Fruits  
Stall No. 10: Muslim Food (Halal certified)
2. The commencement of the operation for these food/drinks stalls is **2 August 2021 (Monday)** or a later date as instructed by the Ministry of Sustainability and the Environment (hereinafter called "the Government").
3. The successful applicant (hereinafter called "the Licensee") will be required to enter into a Non-Renewable Temporary Occupation Licence (**TOL**) with the Government for a period of **Three (3) years**. A sample of the TOL is enclosed.
4. The Licensee who subsequently fails to enter into a TOL with the Government may be debarred from participating in future revenue-earning quotations.
5. Applicants are required to enclose a quotation deposit equal to one (1) month of the offered licence fee together with their application forms at the time of submission of quotation documents. The quotation deposit must be paid in the form of cashier's order or money order made out in favour of the Ministry of Sustainability and the Environment. **Payment by cheque will not be accepted.**
6. The quotation offer shall be valid for a period of three (3) months from the closing date.
7. Spouse of the existing foodstalls operators in Environment Building Cafeteria are not eligible to participate in this quotation.

### Submission of Applications

8. All completed application forms must be deposited by hand (**Not Post**) at the address given below by **30 June 2021 (Wednesday) 11am**. The Application Form is included in Enclosure 1.  
  
Tender Box at Security Counter  
Ministry of Sustainability and the Environment  
Environment Building – **Ground Floor, Security Counter (West Wing)**  
40 Scotts Road  
Singapore 228231
9. The application form must be signed and sealed in an envelope and delivered to the above-mentioned address. The word "Application for Foodstall in the Environment Building Cafeteria" must be clearly written on the envelope.
10. Late submission of quotations and submissions by post will not be accepted for consideration of award.

11. The application form shall be filled up with pen (in ink) and any forms written in pencil shall be invalid.

#### Critical Evaluation Criteria

12. For Foodstall No. 10 (Muslim Food), the applicant must be able to provide halal certified food for sale. Any proposal for the sale of non-halal food shall not be further evaluated.
13. Compliance to all terms and conditions in this quotation exercise and TOL.

#### Evaluation Criteria

14. Foodstall No. 5 (Economy Rice) and Foodstall No. 10 (Muslim Food) shall be evaluated based on the following evaluation criteria with the relative importance of each criterion stated in their respective weightages:

- a. Licence Fee (50%)
- b. Quality and taste of the food (25%)
- c. Food prices and number of meal items offered within price cap (10%)
- d. Experience and track record (15%)

Vendors shall note that offers that do not score at least 25% for the total non-price weighted score (i.e. out of 50% for 14b, 14c, 14d) shall not be further evaluated.

15. Foodstall No. 6 (Drinks & Fruits) shall be evaluated based on the following evaluation criteria with the relative importance of each criterion stated in their respective weightages:

- a. Licence Fee (50%)
- b. Quality and taste of drinks (15%)
- c. Drinks and Fruits prices (25%)
- d. Experience and track record (10%)

Vendors shall note that offers that do not score at least 25% for the total non-price weighted score (i.e. out of 50% for 15b, 15c, 15d) shall not be further evaluated.

16. Applicants shall note that if the quotation amount in figures and that which is stated in words differ, the Government may consider the quotation sum based on the amount as stated in the quotation deposit (Cashier Order) to compute the price scores.
17. Due to the current COVID-19 situation, applicants may be required to prepare and deliver packed food/drink for the evaluation of quality and taste. Applicants shall be informed of the arrangement after the closing of this quotation.

**APPLICATION FORM**

Corporate Services Department  
 Ministry of Sustainability and the Environment  
 40 Scotts Road  
 #23-00 Environment Building  
 Singapore 228231  
 Tel: 6731 9000

<b>RENTAL OF STALL IN ENVIRONMENT BUILDING CAFETERIA</b>
----------------------------------------------------------

Closing date and time of application: 30 June 2021 (Wednesday), 11am

**1. Particulars of Stall Applied**

Stall No. _____
Types of Food/Drinks to be sold: _____
Licence Period: <u>Three (3) years</u>

**2. Licence Fee Offered by Applicant**

Offered Licence Fee per month (excluding GST charges)

S\$ _____ (Amount in figures)
Dollars: _____ (Amount in words)

**3. Quotation Deposit (Equal to one month of Offered Licence Fee)**

Name of Bank/Financial Institution	Cashier's/Money Order No.	Amount (\$)

**4. Particulars of Applicant**

- a. Name: \_\_\_\_\_
- b. Address: \_\_\_\_\_
- c. NRIC No: \_\_\_\_\_
- d. Sex: \_\_\_\_\_ e. Age: \_\_\_\_\_
- f. Tel No: (H) \_\_\_\_\_ g. Mobile Phone No: \_\_\_\_\_
- h. Citizenship: \_\_\_\_\_

**5. Particulars of Applicant's Staff**

a. Personal particulars of applicant's staff

Name	NRIC No.	Sex	Age	Citizenship

b. Do you or any of your helpers have a history of contagious disease or any illness or disease which will render you or your helpers unsuitable for operating a Cafeteria food or drink stall?

☐

Yes

☐

No

If yes, please give details: \_\_\_\_\_

\_\_\_\_\_

**6. Other Information**

a. Are you presently a licensed hawker?

Yes

☐

No

☐

If yes, please complete the following:

Location:

Details of present business:

Past Experience:

- b. Please indicate the types of Cooked Food / Drinks & Fruits items you intend to sell and their respective prices in **Appendix I**
- c. Please indicate at least two meal options of not more than 500 calories each which is certified by Health Promotion Board (“HPB”) as a “Healthier Choice” and their respective prices in **Appendix II**. If there are no existing certification, the successful applicant shall work with the Government after the award to ensure that they obtain the certification from HPB for their proposed “Healthier Choice” meals within 2 months upon the award of the TOL. ***(Applicable for Stall No. 5 and 10)***
- d. Please indicate the food items for sale with a price cap of \$2.50 in **Appendix III**. ***(Applicable for Stall No. 5 and 10)***

Note: The application will be treated as null and void if the price lists are not attached to the application form.

**7. Declaration by Applicant**

- a. I agree that the Ministry of Sustainability and the Environment reserves the right not to accept my application without having to give any reason whatsoever. The decision of the Ministry will be final and no correspondence will be entertained.
- b. I certify that all the information given in this application form is true and correct to the best of my knowledge and any false information given will render the permission given for the use of the foodstall to be withdrawn without any notice.
- c. I hereby declare that I have read, understood and comply with the Terms and Conditions of Quotation set out herein and I also undertake to abide by any other provisions and restrictions laid down from time to time.

---

Signature of Applicant

---

Name of Applicant

---

Date

## APPENDIX I

## ITEMS FOR SALE AT THE ENVIRONMENT BUILDING CAFETERIA

[illegible]

## APPENDIX II

## ITEMS FOR SALE AT THE ENVIRONMENT BUILDING CAFETERIA

Licensee must offer at least two meal items of not more than 500 calories, which is certified by Health Promotion Board (“HPB”) as a “Healthier Choice”. The HPB’s “Healthier Choice Symbol” must be displayed to indicate these meal options. ***(Applicable for Foodstall No. 5 and 10)***

[illegible]



**APPENDIX III****ITEMS FOR SALE AT THE ENVIRONMENT BUILDING CAFETERIA – WITH A PRICE CAP**

Licensee must offer at least two meal items with a price cap of \$2.50.

***(Applicable for Foodstall No. 5 and 10)***

<b>S/No</b>	<b>Description of Meal Items</b>	<b>Price Cap</b>	<b>Prices</b>
1		\$2.50	
2		\$2.50	
3		\$2.50	
4		\$2.50	
5		\$2.50	

## **TERMS AND CONDITIONS OF QUOTATION FOR COOKED FOOD / DRINKS & FRUITS STALL**

1. The followings are part of the terms and conditions for operation of the food/drinks stall and the rest of the information can be found in the enclosed TOL (marked as Enclosure 2).

### **Permitted Types of Food/Drinks for Sale**

2. The stall offered shall be only be used for the sale of cooked food/drinks. The Licensee shall only be allowed to sell specified types of food as stated in the description of the food stall (e.g. Economy Rice and Muslim Food in this quotation). He shall not be permitted to sell **“Chi Char”** or dishes which are normally served in restaurants. Applicants are required to indicate the specific types of food they intend to sell in the Form of Quotation.
3. All drinks sold or provided at Foodstall No. 6 (Drinks & Fruits) must be lower in sugar and comply with the Health Promotion Board’s Healthier Drinks Policy. The Licensee shall allow Ministry of Sustainability and the Environment and any party authorised by it, to conduct such checks (including unscheduled checks at the premises) and obtain such information as may be necessary to verify the compliance with the policy. Any breach of the policy will amount to a breach of the Non-Renewable Temporary Occupation Licence.
4. As part of environmental conservation, the Licensee shall not use any container or cups made from Styrofoam for takeaways.
5. Licensee shall abide that any food or beverages that is considered by Majlis Ugama Islam Singapura (“MUIS”) to be prohibited for consumption by Muslims shall not be sold at the food stall.

### **Requirements on the Applicants**

6. Applicants must be Singapore citizens or permanent residents and not less than 21 years of age.
7. All former licensees of the National Environment Agency (NEA) / Singapore Food Agency (SFA) who have had their licences cancelled or revoked shall not be allowed to quote. All former registered assistants and/or nominees who have been de-registered by the NEA / SFA shall also not be eligible to quote. All persons who are debarred by the Government or Statutory Boards from participating in quotations for all lines of business shall also not be eligible to quote.
8. Any existing licensee of any stall in any market/food centre owned by the NEA, HDB or JTC may be eligible to quote on condition that if he is successful in the quotation, he is required to be present at his existing stall in MSE to personally conduct and/or supervise the business.
9. The Licensee may either operate the stall personally with or without assistants, or appoint assistants duly registered with the SFA to conduct business on his behalf.

### **Sales of Food through Delivery Services**

10. The successful applicant is not permitted to sell their food to the public from the stall via food delivery companies like “Grab Food”, “Food Panda” and “Deliveroo” etc.

### **Quotation Deposit**

11. Each applicant is only allowed to bid and operate 1 stall in Environment Building Cafeteria.

12. Applicants are required to enclose a quotation deposit equal to one month of the offered licence fee together with their quotation at the time of submission of quotation documents. The quotation deposit should be paid in the form of cashier's order or money order made out in favour of the Ministry of Sustainability and the Environment. Quotations which are not submitted with the security deposit will not be considered for award. All forms of cheques or cash are not accepted as security deposit.

#### Cleaning, Refuse Disposal Fees and Utilities

13. The offered licence fee shall not include the cleaning fees, refuse disposal fees, license fees and the Goods and Services Tax (GST) which will be separately charged to the Licensee. The Government reserves the right to revise the cleaning fees and refuse disposal fees from time to time. As a guide, the current cleaning fees, inclusive of washing of the serving cutleries, is \$200 and the refuse disposal fees is \$59.66. He shall also bear the GST to be levied on the offered licence fee, cleaning fees and refuse disposal fees.
14. The Licensee shall arrange for the supply of water and gas at his own expenses. For electricity, the Government has arranged for an electricity supplier to provide electricity to the stalls. Therefore, the Licensee shall pay to the Government all charges (including any GST charged by the electricity supplier) on a cost recovery basis for the electricity consumed at the stall during the Licence Period.

#### NETS e-Payment Modes

15. The Licensee is required to offer NETS e-Payment modes to the patrons of their stalls which includes NETS, SGQR and NETS Flashpay.
16. To encourage the adoption of e-Payment, the Government will reimburse the subscription fees for the terminal and the NETS transaction fees to the Licensee for a limited period from 2 August 2021 to 31 July 2023. Applicants may refer to Clause 6A of the TOL (Enclosure 2) for the reimbursement details.

#### Person Permitted to Operate the Stall

17. The Licensee shall not permit any person other than his employees who are registered with the Government to use or operate the premises. The Licensee shall also not to assign or sublet the whole or any part of the premises without the prior written consent of the Government.

#### Rejection, Invalidation and Withdrawal of Quotation

18. The quotation shall be deemed to be disqualified if the quotation deposit is not enclosed. Any quotation form not properly filled or completed may also be rejected.
19. All quotations submitted shall not be withdrawn for any reason whatsoever. The applicant who withdraws the quotation after the closing date but before the award is made will have his quotation deposit being forfeited, unless he is able to provide a compelling reason for the withdrawal of the tenancy. The Licensor make the final decision with respect to the forfeiture of the deposit.
20. All applicants shall be deemed to have full notice and knowledge of the actual area and state of the stall. Therefore, they are strongly encouraged to visit the Environment Building Cafeteria which is opened to the public before bidding for the stall. No omission or mis-statement in the description of the stall provided by the Government (like the floor area) shall invalidate the quotation submitted by any successful applicants nor shall the same entitle any successful applicant to any damages or compensation whatsoever or to any reduction in the licence fee.

21. In the event the successful applicant rejects the stall offered to him, his quotation deposit will be forfeited. In addition, he will be debarred from participating in the quotations for all lines of business called by the Government ministries or statutory boards for such a period as the Ministry in its sole discretion deems fit. He will also not be permitted to become a nominee or stall assistant.

#### Award of Quotation, Payments and Security Deposit

22. All successful applicants shall enter into a TOL with the Licensor within the time stipulated.
23. The successful applicant shall be informed of the acceptance of his quotation by a letter sent to him at the address stated in the quotation form. The letter of acceptance shall be deemed to have been sent to the successful applicant when it is posted.
24. The Government does not bind itself to accept the highest or any offer at all and the decision of the Government shall be final.
25. When a successful applicant does not enter into a TOL with the Government within the period stipulated in the letter, the quotation deposit will not be refunded.
26. The successful applicant shall pay a security deposit equivalent to one (1) month's licence fee. The security deposit may be paid in the form of cheque, cashier's order, or money order made in favour of the Ministry of Sustainability and the Environment or in the form of Banker's Guarantee.
27. At the time of signing of the TOL, the successful applicant shall be required to make the following payments:
  - a) First month's licence fee;
  - b) First month's cleaning fees and refuse disposal fees;
  - c) Security deposit equivalent to one (1) month's license fee (the applicant may use the cashier order submitted as the Quotation Deposit to pay for this security deposit);

#### Additions and Alterations Work

28. The stall shall be let in its existing state. The Licensee must obtain the written approval of the Government before carrying out any alterations or additions to the stall. Any alterations or additions to the stall will be carried out at the expense of the Licensee. No structural changes will be permitted.
29. The Licensee must obtain the written approval of the Government before commencing any electrical installation/extension or rewiring works to the stall.

#### Commencement of Operation

30. The Licensee shall **within two (2) weeks** from the commencement date of the TOL, commence business at the stall. If the Licensee fails to commence business at the stall within this period, the security deposit will be forfeited and the Government may by notice in writing, cancel the TOL.

### Termination of Contract

31. The Licensee may, after the commencement of the Licence Period, terminate this TOL by giving one (1) month's written notice to the Government without stating any reason. If insufficient notice for termination is given, the entire security deposit will be forfeited.
32. The Licensee shall not be entitled to any cash grant, alternative stall or any other compensation whatsoever if the TOL expires or the Government gives notice to terminate the TOL.

### Interruption of Services

33. The Government shall not be responsible or liable to the Licensee, nor shall the Licensee have any claim whatsoever against the Government in respect of any interruption of any services or closure of any amenities or convenience provided in and around the cafeteria unless the said interruption or closure was due to the negligence of the Government.

### Non-Renewable Temporary Occupation License (TOL)

34. The TOL shall be deemed to form part of the Terms and Conditions of Quotation herein contained and all the said Terms and Conditions of Quotation shall also be deemed to form part of the terms and conditions of the TOL as though they were specifically set out in the TOL and must be observed and performed by the successful applicant.

PROVIDED, however, that if there is any conflict between the provisions of the TOL and the Terms and Conditions of Quotation, the provisions of the TOL shall have overriding effect.

#### Note:

Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine gender.

Enclosure 2:

**NON-RENEWABLE TEMPORARY OCCUPATION LICENCE**



**REPUBLIC OF SINGAPORE**

**GOVERNMENT OF THE REPUBLIC OF SINGAPORE  
ACTING THROUGH THE  
MINISTRY OF SUSTAINABILITY  
AND THE ENVIRONMENT**

**NON-RENEWABLE TEMPORARY OCCUPATION LICENCE**

**FOR**

**FOOD STALL AND  
DRINKS & FRUITS STALL**

**3 YEARS**

**2 AUGUST 2021 TO 1 AUGUST 2024**

This non-renewable temporary occupation licence ("TOL") is granted by the **Government of the Republic of Singapore** (the "**Government**") c/o Ministry of Sustainability and the Environment, having its principal office at No. 40 Scotts Road #24-00 Environment Building Singapore 228231, to the entity stipulated in Section 1 of Part A below (the "**Licensee**", and together with the Government, the "**Parties**"), subject to the terms and conditions set out in this TOL.

By signing below, the Licensee accepts and agrees to be bound by all the terms and conditions of this TOL.

PARTICULARS OF TOL:

**1. Particulars of Licensee**

Name of Licensee: \_\_\_\_\_  
NRIC No/Business, LLP or Company Reg. No: \_\_\_\_\_  
Address: \_\_\_\_\_  
Electronic Mail Address: \_\_\_\_\_  
Contact Person(s): \_\_\_\_\_  
Tel: \_\_\_\_\_ HP: \_\_\_\_\_ Fax: \_\_\_\_\_

**2. Particulars of State land (such State land, together with all buildings and structures erected, or to be erected thereon, are hereinafter collectively referred to as the "Premises")**

Lot & MK/TS Nos:	-	Approximate Area of State Land:	Stall 5: 25.22 sqm Stall 6: 16.72 sqm Stall 10: 13.34 sqm
Address/ Location:	Stall No. 5/6/10 inside the Environment Building Cafeteria (the " <b>EB Cafeteria</b> ") on the 2 <sup>nd</sup> storey of the Environment Building Annexe Block (the " <b>Building</b> ") at No. 40 Scotts Road Singapore 228231.		
Site Plan:	<u>Attached (and delineated in yellow) as <b>Annex A</b></u>		

**3. Purpose of use of Premises and licence period (the "Purpose" and "Licence Period" respectively)**

Purpose: \_\_\_\_\_

Licence Period:	Commencing on:	2 August 2021	Ending on:	1 August 2024
-----------------	----------------	---------------	------------	---------------

\_\_\_\_\_

#### 4. Amount payable (in Singapore Dollars) and payment details

a) Licence Fees:	\$_____ per month (subject to revision pursuant to paragraph 24 of Part C).
b) Cleaning Fees:	<u>\$ 200.00</u> per month, as cleaning service charges (subject to revision pursuant to paragraph 24 of Part C).
c) Refuse Disposal Fees:	<u>\$ 59.66</u> per month, for the removal of refuse from the bin compartment for disposal at the refuse disposal facility (subject to revision pursuant to paragraph 24 of Part C).
d) Electricity Charges:	<p>Where the electricity supplied to the Premises is not separately purchased by the Licensee from an electricity supplier:</p> <p>(1) the Licensee shall pay to the Government all charges (including any GST thereon charged by the electricity supplier) in respect of electricity supplied to and consumed at the Premises during the Licence Period (the “<b>Electricity Charges</b>”); and</p> <p>(2) such charges shall be:</p> <p>(i) determined by the Government in its sole discretion; and</p> <p>(ii) notified to the Licensee by a statement from the Government in writing, such statement to be final, conclusive and binding on the Licensee as to the amount of such charges.</p>
e) Goods and Services Tax (“GST”) on the items of payment listed in 4(a) to 4(d), at the prevailing rate (currently 7% p.a.):	GST shall be calculated by reference to the monthly sums received or receivable by the Government under this TOL.
f) Details of Payment:	<p>(1) The first payment of the Licence Fees, Cleaning Fees, Refuse Disposal Fees and the associated GST (collectively known as “<b>the Fees</b>”) shall be made immediately on the day of the execution of this TOL via bank transfer to the Ministry of Sustainability and the Environment into such account (which bank account details will be provided to the Licensee), or such other mode of payment as the Parties may agree. All subsequent payments for each calendar month shall be made to the Government on the first day of the calendar month by via GIRO.</p> <p>(2) Payments for the Electricity Charges (if applicable) and its associated GST shall be made via Interbank GIRO or such other mode of payment as the Parties may agree, within fourteen (14) days after written notice by the Government.</p>



<p><b>(g) Security Deposit:</b></p>	<p>a. The Licensee shall deliver to the Government a security deposit of such amount as determined in accordance with subparagraphs (1)(i) to (iv) below (the “<b>Security Deposit</b>”), via cheque or cashier’s order made in favour of the Ministry of Sustainability and the Environment, or such other mode of payment as the Parties may agree in writing immediately on the day of execution of this TOL (the “<b>Security Deposit</b>”).</p> <p>(i) The amount of the Security Deposit applicable to a Licensee who has set up a GIRO arrangement to pay the “<b>Fees</b>” and maintains such arrangement during the entire duration of the TOL shall be a sum equivalent to one (1) month’s Licence Fee.</p> <p>(ii) The amount of the Security Deposit applicable to a Licensee who pays the Fees via cash or cheque at any time during the duration of this TOL shall be a sum equivalent to two (2) months’ Licence Fees.</p> <p>(iii) A Licensee who has set up a GIRO arrangement to pay the Fees at first, and subsequently switches to paying the Fees via cash or cheque, shall deliver to the Government an additional one (1) month’s Licence Fee such that the total Security Deposit amount is equivalent to two (2) months’ Licence Fees.</p> <p>(iv) For the avoidance of doubt, a Licensee who initially pays the Fees via cash or cheque and subsequently switches to paying the Fees via GIRO shall not be entitled to any reduction in the amount of the Security Deposit required to be maintained.</p> <p>b. If the full sum of the Security Deposit is not delivered to the Government within five (5) days after:</p> <p>(i) the date of execution of this TOL; or</p> <p>(ii) the date of change in the mode of payment of the Fees,</p> <p>the Government may (in addition to and without prejudice to all other rights or remedies available) terminate this TOL with immediate effect by giving notice to the Licensee.</p>
-------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**SPECIFIC CONDITIONS:**

**LICENSEE’S OBLIGATIONS:**

1. During the Licence Period stipulated in **Part A** above, the Licensee shall use the Premises for the Purpose stipulated in **Part A** above **and shall not use the Premises for any other purpose** without the prior written consent of the Government.
2. The Licensee shall comply with all terms and conditions set out in this **Part B** and in **Part C**.

3. The Licensee shall sell the items listed in **Annex B**.
4. The Licensee shall comply with the terms and conditions set out in **Annex C**.
5. The Licensee may, at its own cost, place in the Premises a moveable stand or stall with display counter(s), signboard(s) and interior decoration(s) (such stand, stall, display counter(s), signboard(s) and interior decoration(s) collectively defined as the “**Food Stall**”), provided that the Licensee has obtained the Government’s prior written approval for the placement of such stand, stall, display counter(s), signboard(s) and interior decoration(s).

#### **THE LICENSEE AGREES:**

#### **6. Compliance with Law and Permits**

- 6.1 The Licensee shall fully comply, at its own cost and expense, with all laws of the Republic of Singapore relating to (a) the Premises; (b) the use or occupation of the Premises and the EB Cafeteria by the Licensee; (c) anything done in the Building by the Licensee or the occupiers of the Premises; and (d) anything in the Premises.
- 6.2 Without prejudice to the generality of paragraph 6.1 of **Part B**, the Licensee shall, before commencing the Purpose, at its own cost and expense, obtain and maintain all approvals, consents, licences, and permits from the relevant authorities that are necessary for use or operation of the Premises for the Purpose by the Licensee. This includes, but is not limited to, obtaining the necessary food establishment licence(s) for the operation of the Food stall.

#### **6A. NETS e-Payment Modes**

- 6A.1 The Licensee shall install, provide and accept (and ensure that its staff provide and accept) NETS e-Payment Modes in the course of operating the Food Stall. For the purposes of this TOL, “**NETS e-Payment Modes**” refer to electronic payment by NETS, SGQR and NETS FlashPay.
- 6A.2 The Licensee acknowledges that subject to its compliance with paragraph 6A.3 of **Part B**, it shall be entitled to be reimbursed for any:

(a) NETS terminal subscription fee(s); and/or

(b) NETS transaction fee(s),

incurred in connection with the installation or provision of the NETS e-Payment Modes over the period between 2 August 2021 to 31 July 2023, as conclusively reflected and evidenced in the tax invoice(s) issued to it by NETS (such entitlement, the “**Reimbursement Right**” and such invoice(s), the “**Invoice(s)**”). For the avoidance of doubt, the Licensee shall not be entitled to be reimbursed for any fees it incurs in connection with the installation or provision of the NETS e-Payment Modes after 31 July 2023.

- 6A.3 Where the Licensee’s Reimbursement Right accrues:

(a) during the period between 2 August 2021 to 30 June 2023, the Licensee shall submit the Invoice(s) to the Government on a quarterly basis, within two (2) calendar weeks after the end of each quarterly cycle (such end, the “**Quarter End**”). For the purposes of this TOL, the date of the first Quarter End shall be 31 March 2021 and the date of the last Quarter End shall be 30 June 2023; and

- (b) during the period between 1 July 2023 to 31 July 2023, and the Licensee shall submit the final Invoice to the Government within two (2) calendar weeks after 31 July 2023.

## **7. Utilities**

- 7.1 The Licensee shall apply for the provision of utilities such as electricity, water and gas and other like services that are to be consumed or supplied to the Premises.
- 7.2 The Licensee shall pay for all utility charges in respect of utilities supplied to the Premises during the Licence Period.

## **8. Additions and Alterations to Premises**

- 8.1 The Licensee shall not make any alteration, addition or structural changes to the Premises or install any machinery or fixtures to any part of the Premises without obtaining prior written consent from the Government.
- 8.2 Without prejudice to the generality of paragraph 8.1 of **Part B**, the Licensee shall not, except with the prior written consent from the Government:
- (a) affix or install any further or additional electrical points in or about the Premises. Where the Government's prior written consent is given, all such works shall be carried out by a licensed electrical contractor to be employed and paid by the Licensee. The Licensee shall ensure that the works do not result in the existing circuits being overloaded or unbalanced; or
  - (b) affix, paint, exhibit, or cause any nameplate, placard, poster, advertisement, any flagstaff, or any other thing to be affixed, painted, or exhibited:
    - (i) on the exterior of the Premises or the EB Cafeteria; or
    - (ii) in any of the passages, walls, or corridors of the Premises or the EB Cafeteria.
- 8.3 Where permission is granted by the Government, the Licensee shall (in addition to any condition or requirement which may be imposed by the Government) obtain all necessary clearances, permits and approvals from the relevant authorities (including without limitation the Urban Redevelopment Authority and the Building Construction Authority), prior to commencing any works to erect such building, structure, sign, advertisement hoarding or the like, or such addition or alteration works.

## **9. Maintenance**

- 9.1 The Licensee shall maintain the whole of the Premises (including the Food Stall) in good repair and in a clean, proper and sanitary condition at all times. The cost of doing so shall be borne solely by the Licensee.
- 9.2 The Licensee shall, when called upon to do so verbally or in writing by the Government or its duly authorised officers or agents, do any or all of the following:
- (a) repaint the exterior and interior of the Premises;
  - (b) clean or disinfect the Premises;
  - (c) repair any damage, howsoever caused or occasioned to the Premises,
- to the satisfaction of the Government.

## **THE GOVERNMENT'S OBLIGATIONS:**

10. The Government shall provide cleaning services for the common refreshment area of the EB Cafeteria. The cleaning services shall be limited to:
- (a) the cleaning of the tables, chairs, ceiling, walls and floor of the common refreshment area;
  - (b) the cleaning of all crockery and cutlery used in the area; and
  - (c) the removal of waste food and refuse to the bin compartment.
11. The Government may include any other cleaning services at its own discretion.
12. The Government shall have absolute discretion in the appointment of the vendor for the provision of cleaning services.

## **13. Employment of Workers**

- 13.1 The Licensee shall employ adequate and efficient staff to meet all reasonable requirements for the efficient operation of the Food Stall at the Premises.
- 13.2 The Licensee shall ensure that each food handler is registered with Singapore Food Agency (“SFA”) and in possession of a certificate that confirms the successful completion of a SFA-approved course on food hygiene. The Licensee shall submit a copy of the certificate to the Government before its employees start work at the Premises.
- 13.3 The Licensee shall use his best endeavours to ensure that all staff, while on duty, are clean and properly attired at all times.
- 13.4 The Licensee shall not employ or include as a member of their staff, any person(s) who:
- (a) suffer from a contagious disease or any illness or disease which in the opinion of a medical practitioner or health officer will render such person unsuitable for such employment; or

(b) are, in the sole opinion of the Government, safety or security risks.

13.4A The Licensee shall comply with, and shall ensure that all of their staff comply with, all measures relating to the prevention or control of the spread or possible outbreak of disease in the Building or any part thereof as may be imposed by the Government. Without prejudice to the generality of the foregoing, such measures may include:

- (a) measures that restrict or prohibit access to the Building or any part thereof;
- (b) measures which may require the Licensee to close the Food Stall;
- (c) measures imposing an obligation on the Licensee to carry out or facilitate safe distancing; and
- (d) measures relating to personal hygiene.

13.5 The Licensee shall register with the Government all staff deployed to work at the Premises and furnish to the Government a list containing the names, identity numbers and addresses of all members of the Licensee's staff prior to their deployment to the Premises.

13.6 The Licensee shall give the Government written notice of any change to the said list within seven (7) days of such change.

13.7 If the Licensee desires to employ any foreigner (i.e. a person who is neither a Singapore citizen nor a Singapore Permanent Resident), the Licensee shall:

- (a) apply for the requisite passes or permits from the relevant authorities, and shall not employ such person before the requisite passes or permits have been obtained;
- (b) ensure that the person the Licensee employs is not an offender under the Immigration Act (Cap. 133) or the Employment of Foreign Manpower Act (Cap. 91A); and
- (c) comply with all applicable laws (including ensuring the person is lawfully in Singapore in accordance with the Immigration Act (Cap. 133) and is lawfully employed in accordance with the Employment of Foreign Manpower Act (Cap. 91A)), including carrying out checks and measures as required by such applicable law.

13.8 The Government shall have the right to require the Licensee to remove immediately from the Premises any member of the Licensee's staff deployed to work at the Premises:

- (a) who, in the opinion of the Government:
  - (i) has contravened the Immigration Act (Cap. 133) or the Employment of Foreign Manpower Act (Cap. 91A) or whose presence is in contravention of these Acts;
  - (ii) has misbehaved himself; or
  - (iii) is incompetent or negligent in the performance of his duties; or
- (b) whose employment by the Licensee to work at the Premises is otherwise considered by the Government in its opinion to be undesirable.

Where the Government exercises such right in this paragraph 13.8, the Licensee shall replace the removed person with a substitute acceptable to the Government as soon as it is practicable to do so and in any event within seven (7) days after the Government's request.

- 13.9 If the Licensee fails to comply with paragraph 13.8 of **Part B**, the Government shall (in addition to and without prejudice to all other rights or remedies available) have the right to terminate this TOL with immediate effect by giving written notice to the Licensee.

#### **14. Fire Precautions**

- 14.1 The Licensee shall take all proper precautions against the outbreak of fire in the Premises.
- 14.2 The Government shall ensure that there is proper passageway within the Premises.
- 14.3 The Licensee shall not obstruct the common stairways or passageways in the Building. Where the Licensee is responsible for the cause of such obstruction, the Licensee shall, at its own cost and expense, clear such obstruction promptly upon being instructed to (whether verbally or in writing) by the Government, its duly authorised officers,
- 14.4 The Licensee shall be liable for any damage that is:
- (a) caused by the outbreak of fire originating from the Premises; or
  - (b) caused or contributed to by the Licensee, his employees or agents.
- 14.5 The Licensee shall, at its own cost and expense, at all times during the Licence Period, take up and maintain a fire insurance policy to insure against all loss or damage to all fixtures, fittings and installations at the Premises.

#### **15. Illegal or Immoral Purpose**

- 15.1 The Licensee shall not use, or permit the Premises to be used, for the purpose of sleeping, or for any illegal or immoral purpose.

#### **16. Entry and Inspection**

- 16.1 The Government, its duly authorised officers or agents (with or without workmen) may enter upon the Premises at any reasonable time, for any or all of the following purposes:
- (a) inspection;
  - (b) carrying out repairs;
  - (c) cleaning or disinfecting the Premises;
  - (d) repainting the exterior and interior of the Premises; or

- (e) carrying out the supervision of any repair or repainting works done to the interior and exterior of the Premises,

which the Government may, in its absolute discretion, think necessary.

## **17. No Claim by Licensee**

17.1 Without prejudice to paragraph 8 of **Part C**, the Licensee shall:

- (a) accept full liability for; and
- (b) fully indemnify the Government against,

all claims, losses (including, but not limited to direct and indirect losses, consequential losses of revenue and profit), expenses, costs (including legal costs), and damages caused, or contributed to, by the activities of the Licensee, his employees or agents.

17.2 The Government shall not be liable for, and the Licensee shall not have any claim against the Government for any loss or damage to any of the Licensee's stock or other property left in the Building (including loss or damage arising from burglary, fire, flood, or due to inclement weather conditions), unless it is proven that such loss or damage is caused by or contributed to by the negligence of the Government, his officers or agents.

## **GENERAL CONDITIONS:**

1. This TOL is issued to the Licensee under the State Lands Rules.
2. The Premises is licensed to the Licensee on an "as is where is" basis, and the Licensee shall accept the actual state and condition of the Premises in all respects as at the date of this TOL and as at the commencement of the Licence Period.
3. This TOL shall not create or be deemed to create a tenancy in favour of the Licensee or give the Licensee as against the Government the exclusive right to the occupation of the Premises.
4. Subject to paragraph 21A of **Part C** below, the Licence Fees shall not be refundable by the Government, notwithstanding that the Licensee does not, subsequent to the payment of the Licence Fees, require the Premises for the Purpose stipulated in **Part A** above (whether or not the Licence Period has commenced).
5. The Licensee shall provide the Security Deposit of the amount stipulated in **Part A** above (or such higher amount as may from time to time be stipulated by the Government) to secure the compliance by the Licensee with the provisions of this TOL.
6. This TOL shall cease and be determined on the death of the Licensee or if the Licensee is a body corporate, upon the dissolution of the body corporate.
7. The Licensee shall not let or sublet to any other person or persons the whole or any part of the Premises, or part with or share possession of the whole or any part of the Premises, except with the prior written consent of the Government.
8. Without prejudice to paragraph 17 of **Part B**, the Licensee shall indemnify and keep the Government indemnified against all claims, costs, proceedings, actions, losses, demands, liabilities, damage and expenses of any nature whatsoever (including those relating to death

or injury to persons or loss or damage to property, and legal costs and expenses on a full indemnity basis) suffered or incurred by or made against the Government arising directly or indirectly out of or in connection with:

- (a) the use or occupation of the Premises by the Licensee or by any of its employees, agents, sub-contractors or independent contractors;
- (b) any act, default, omission or negligence of the Licensee or by any of its employees, agents, sub-contractors or independent contractors in the Building;
- (c) any accident at the Premises; and
- (d) any breach or non-observance by the Licensee of any of the provisions of this TOL.

9. The Licensee shall, at its own expense, make good to the satisfaction of the Government, all damage to property (including without limitation, vegetation) arising from the use or occupation of the Premises.
10. The Collector of Land Revenue and any other person (including without limitation, any officer, employee or agent of the Singapore Land Authority) authorised by him in writing may at any time enter the Premises for the purpose of inspection or for any other purpose.
11. The Licensee shall not transfer or assign this TOL, or any of its rights or obligations under this TOL, in any manner whatsoever without the prior written consent of the Government.
12. Upon demand, the Licensee shall produce this TOL to any Collector or Deputy Collector of Land Revenue or any officer, employee or agent of the Singapore Land Authority authorised by the Collector in writing.
13. The Licensee shall pay interest on any overdue payments of Licence Fees, GST or any other monies under this TOL, based on the prevailing late payment interest rate(s) as determined by the Government and informed in writing by the Government to the Licensee from time to time to be applicable and chargeable on any such overdue payments, from the date such monies fall due for payment until the date of actual payment (both before and after judgment), subject always to a minimum interest charge of \$3.00. Such late payment interest rate(s) shall not, in any event, exceed 12% per annum.
14. The Licensee shall comply with all the requirements of the Urban Redevelopment Authority, Land Transport Authority, National Parks Board, Public Utilities Board and all other relevant local authorities constituted under any written law for the time being in force.
15. The Licensee shall not do anything in the Building or in the surrounding area of the Building which:
  - (a) is or may be a nuisance, danger, annoyance or inconvenience;
  - (b) causes any loss or damage to the Government or other licensees, or authorised users of the Building; or
  - (c) in any way interferes with the quiet and comfort of the Government, the other occupants of the Building, or the occupants of the lands or buildings adjoining the Building.
16. The Licensee shall not use the Premises for any form of gaming, gambling or unlawful meeting, keep any wild animal or any reptile or bird in the Premises or in the surrounding area of the Premises, keep within the Premises any materials of a dangerous or explosive nature or the



keeping of which may contravene any laws or regulations or by-laws, or use the Premises for any illegal or immoral purpose whatsoever.

17.
  - (a) Unless otherwise provided in this TOL, the Licensee shall not erect any structure or any extension to any structure (whether temporary or permanent or otherwise), erect or fix any sign or advertisement hoarding or the like, or carry out any repair, addition, alteration, redevelopment or construction works, on the Premises or EB Cafeteria without the prior written permission of the Government.
  - (b) Where permission is granted by the Government, the Licensee shall (in addition to any condition or requirement which may be imposed by the Government) obtain all necessary clearances, permits and approvals from the relevant authorities (including the Urban Redevelopment Authority and the Building Construction Authority), prior to commencing any works to erect such structure, extension, sign, advertisement hoarding or the like, or such repair, addition, alteration, redevelopment or construction works.
  - (c) In the event of a breach of paragraph 17(a) of **Part C** above, the Government shall be entitled, in addition to its other remedies at law or under this TOL, to claim from the Licensee Extra Fees. The Extra Fees shall be computed from and including the date that such breach occurs and for so long as the Licensee remains in breach of paragraph 17(a) of **Part C**.
  - (d) The Licensee shall pay such Extra Fees to the Government not later than thirty (30) days from the date of the Government's written notification to the Licensee informing the Licensee of the amount of Extra Fees payable.
  - (e) The Government shall be entitled to deduct such Extra Fees from the Security Deposit, failing which all such Extra Fees payable to the Government shall be recoverable as a debt due from the Licensee to the Government in any court of competent jurisdiction.
  - (f) For the purposes of this TOL, "**Extra Fees**" means the additional fees which the Government would have charged (regardless of whether permission would have been granted or not) for the Licensee to erect such structure or extension, or to erect or fix such sign, advertisement hoarding or the like, or to carry out such repair, addition, alteration, redevelopment or construction works, on the Premises as referred to in paragraph 17(a) of **Part C**.
18. The Government may at any time cancel, suspend or revoke this TOL, without having to provide any reasons for such cancellation or revocation and neither the Licensee nor any other person shall be entitled to any compensation or damages whatsoever, or any refund of the Licence Fees paid, or any alternative site, by reason of such cancellation or revocation.
- 18A. The Licensee may, after the commencement of the Licence Period, terminate this TOL by giving one (1) month's written notice to the Government without stating any reason. For the avoidance of doubt, the Licensee shall have no claim for any damages (including any loss of profit, loss of business, loss of business opportunity or any special, direct, indirect or consequential damage) or compensation arising from or in connection with such termination.
19. Immediately prior to the termination, cancellation, revocation or expiry of this TOL, or within such period after the termination, cancellation, revocation or expiry as may be allowed by the Government, the Licensee shall, at the Licensee's own expense, carry out such works as may reasonably be required by the Government, in accordance with the Government's specifications and to the satisfaction of the Government, including without limitation, all of the following:
  - (a) remove all such materials, buildings and structures from the Premises as may be specified by the Government (regardless of whether such materials, buildings or structures were brought onto, erected or installed on the Premises by the Licensee); and

- (b) remove the Licensee's property and goods from the Building and its surrounding areas and clear all debris.
- 20.
- (a) In the event the Licensee fails to comply with or carry out the works referred to in paragraph 19 of **Part C** above to the satisfaction of the Government by the date of termination, cancellation, revocation or expiry of this TOL (or such later date as may be allowed by the Government) (such date is hereinafter referred to as the "**Works Completion Date**"), in breach of paragraph 19 of **Part C** above, the Government shall be entitled, in addition to its other remedies at law or under this TOL, to impose liquidated damages on the Licensee equivalent to the pro-rated Licence Fees for the duration after the Works Completion Date until the date the works are carried out to the Government's satisfaction, without prejudice to the Licensee's obligation to complete the works or to any other liability or obligation under this TOL.
  - (b) The Licensee shall pay to the Government the liquidated damages imposed under sub-paragraph (a) above not later than thirty (30) days from the date of the Government's written notification to the Licensee informing the Licensee of the amount of liquidated damages payable.
  - (c) The Government shall be entitled to deduct the liquidated damages imposed under sub-paragraph (a) above from the Security Deposit, failing which all such liquidated damages payable to the Government shall be recoverable as a debt due from the Licensee to the Government in any court of competent jurisdiction.
  - (d) The Government shall be entitled to charge interest on any delayed payment by the Licensee in accordance with paragraph 13 of **Part C** above.
21. Subject to paragraph 21A of **Part C** below, no compensation (including any refund of Licence Fees paid) or alternative site shall be given to the Licensee on the termination, cancellation, revocation or expiry of this TOL in accordance with this TOL or in accordance with law.
- 21A. If the TOL is terminated pursuant to paragraph 18A of **Part C** above, the Licensee shall be entitled to a refund of any Licence Fees paid in respect of the period after termination pro-rated on a daily basis.
- 22.
- (a) The Government shall be entitled, without prejudice to any other right or remedy it may have under this TOL, to deduct or set-off from the Security Deposit:
    - i. the amount of any Licence Fees in arrears and interest thereon, any sum payable to the Government remaining unpaid, any loss or damage sustained by the Government as the result of any breach, non-observance or non-performance by the Licensee of any of the terms and conditions of this TOL, and any expenses incurred by the Government in remedying such breach, non-observance or non-performance;
    - ii. all claims for damaged or destroyed fittings, costs of repairs and redecoration of the Premises howsoever occasioned other than by fair wear and tear;
    - iii. the costs of cleaning the Premises, removing or disposing of any property left by the Licensee (whether left in the Building, on any other property belonging to the Government, or in any Public Place) after the expiry or termination of the License;
    - iv. any other costs whatsoever attributed to the Licensee in relation to this TOL, with such claims and costs to be decided upon by the Government at its sole discretion.

- (b) If the Security Deposit is insufficient for such purpose, the Government shall be entitled to claim the difference from the Licensee as a debt due from the Licensee to the Government in any court of competent jurisdiction.
  - (c) If any part of the Security Deposit shall be applied by the Government as provided in subparagraph (a) above, the Licensee shall, within thirty (30) days after the Licensee's receipt of the Government's written notice, further deposit with the Government a cash sum equivalent to the amount so applied by the Government, so that the Security Deposit shall at all times be equal to the Security Deposit amount set out in **Part A** above.
  - (d) Subject to the Government's rights under paragraphs 17(e), 20(c) and 22 of **Part C**, the Government shall refund without interest the cash deposit(s) provided as Security Deposit, after the date falling seven (7) days after the termination, cancellation, revocation or expiry of this TOL.
  - (e) In this TOL, "**Public Place**" includes any place whether privately owned or not to which the public has access.
23. Every obligation by the Licensee is taken to include an obligation by the Licensee to ensure that each of its employees, agents, sub-contractors, independent contractors, permitted occupiers and others under its control complies with that obligation. Any obligation by the Licensee not to do any act or thing includes an obligation not to allow that act or thing to be done.
24. (a) The Government may vary the terms and conditions of this TOL at any time in such manner as the Government deems fit and such changes may be notified to the Licensee by the Government either in writing or by publication thereof or by any other means as the Government may select and such changes so notified to the Licensee will be effective from the date specified by the Government.
- (b) If the Licensee does not accept any such changes, the Licensee may, within seven (7) days after the Government has given such notice, terminate this TOL with immediate effect.
- (c) If the Government does not receive the Licensee's notice of termination under subparagraph (b) above within seven (7) days after the Government has given such notice of any changes in the terms and conditions of this TOL, the Licensee shall be deemed to have accepted and agreed to such changes without reservation.
25. The illegality, invalidity or unenforceability of any provision of this TOL under the law of any jurisdiction will not affect the legality, validity or enforceability of any of the other provisions of this TOL.
26. In the event that any consent or approval is required of the Government under any provision of this TOL, unless otherwise stated in such provision, such consent or approval shall be given or withheld by the Government at its absolute discretion, and if given, shall be in writing and on such terms and conditions as the Government may at its absolute discretion deem fit to impose (including the payment of additional fees and charges).
27. Paragraphs 4, 8, 9, 13, 17, 18, 18A, 19, 20, 21, 21A, 22, 23, 25, 27, 28, 29, 30, 31, 32 and 33 of **Part C** and paragraph 14 of **Part B** above of this TOL and such other provisions which by implication are intended to survive the expiry, cancellation, revocation or termination of this TOL, shall survive the expiry, cancellation, revocation or termination of this TOL (howsoever caused).

28. (a) Save for the Singapore Land Authority, a person who is not a party to this TOL shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this TOL.
- (b) The Singapore Land Authority may enforce and rely on paragraph 10 and 12 of **Part C** to the same extent as if it were a Party.
- (c) The Parties may by agreement rescind or vary this TOL without the consent of any third party.

## **29. Waiver**

- 29.1 Any waiver granted under this TOL must be in writing and may be given subject to conditions. Such waiver under the TOL shall be effective only in the instance and for the purpose for which it is given.
- 29.2 In no event shall any delay, failure or omission on the part of the Government in enforcing or exercising any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred by this TOL, or at law or in equity, or arises from any breach by the Licensee of this TOL, (i) be deemed to be or construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy, in any other instance at any time or times thereafter.
- 29.3 For the avoidance of doubt, any acceptance of the Fees payable under this TOL by the Government shall not be deemed to operate as a waiver by the Government of any right to proceed against the Licensee in respect of a breach by the Licensee of any of its obligations.

## **30. Notices**

- 30.1 All notices which are given to the Licensee by the Government shall be in writing and shall be deemed to be sufficiently served if they are:
- (a) pasted upon some conspicuous part of the EB Cafeteria;
- (b) delivered by hand to the Licensee at the Premises;
- (c) sent by registered post to the Licensee at the Address stated at paragraph 1 of **Part A**; or
- (d) made by electronic mail or other electronic means to the Licensee's Electronic Mail Address stated at paragraph 1 of **Part A**.

- 30.2 All notices which are given to the Government by the Licensee shall be in writing and shall be deemed to be sufficiently served if they are delivered by hand or sent by registered post to:

Deputy Director (Finance)  
Ministry of Sustainability and the Environment  
40 Scotts Road  
#24-00 Environment Building  
Singapore 228231

### **31. Mediation**

- 31.1 Notwithstanding anything in this TOL, in the event of any dispute, controversy or claim arising out of or relating to this TOL or its subject matter or formation (a “**Dispute**”) and subject to paragraph 31.3 of **Part C**, no Party shall proceed to litigation UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedures of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this paragraph 31.1 of **Part C** if they have gone through at least one mediation session at the Singapore Mediation Centre.

- 31.1A Paragraph 31.1 of **Part C** shall not apply to a dispute referred to the Small Claims Tribunals, provided that:

- (a) The Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the dispute amicably) after a claim is filed with the Small Claims Tribunals; and
- (b) the proceedings relating to such dispute are not:
  - (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act (Cap. 308); or
  - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

- 31.2 A Party who receives a notice for mediation form from the other Party shall consent and participate in the mediation process in accordance with paragraph 31.1 of **Part C**.

- 31.3 The mediation session is to commence no later than ninety (90) calendar days from the date of the written notice of mediation, failing which either Party may commence with litigation proceedings.

- 31.4 Failure to comply with paragraph 31.1 or 31.2 of **Part C** shall be deemed to be a breach of this TOL.

### **32. Governing Law and Jurisdiction**

- 32.1 This TOL shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

- 32.2 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the jurisdiction of such courts.

**33. Cumulative Remedies**

- 33.1 The rights and remedies of the Parties under this TOL are cumulative and are in addition and without prejudice to any rights or remedies a Party may have at law or in equity. Further, no exercise by a Party of any one right or remedy under this TOL shall operate so as to hinder or to prevent the exercise by it of any other right or remedy under this TOL or any other right existing at law or in equity.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the \_\_\_\_\_ day of \_\_\_\_\_  
2021.

**Signed by:**

**Photograph of Licensee**

Name of Licensee: \_\_\_\_\_

NRIC No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**In the presence of:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Signed by:**

Name of authorised signatory: \_\_\_\_\_

Collector of Land Revenue

For and on behalf of the Government of the Republic of Singapore

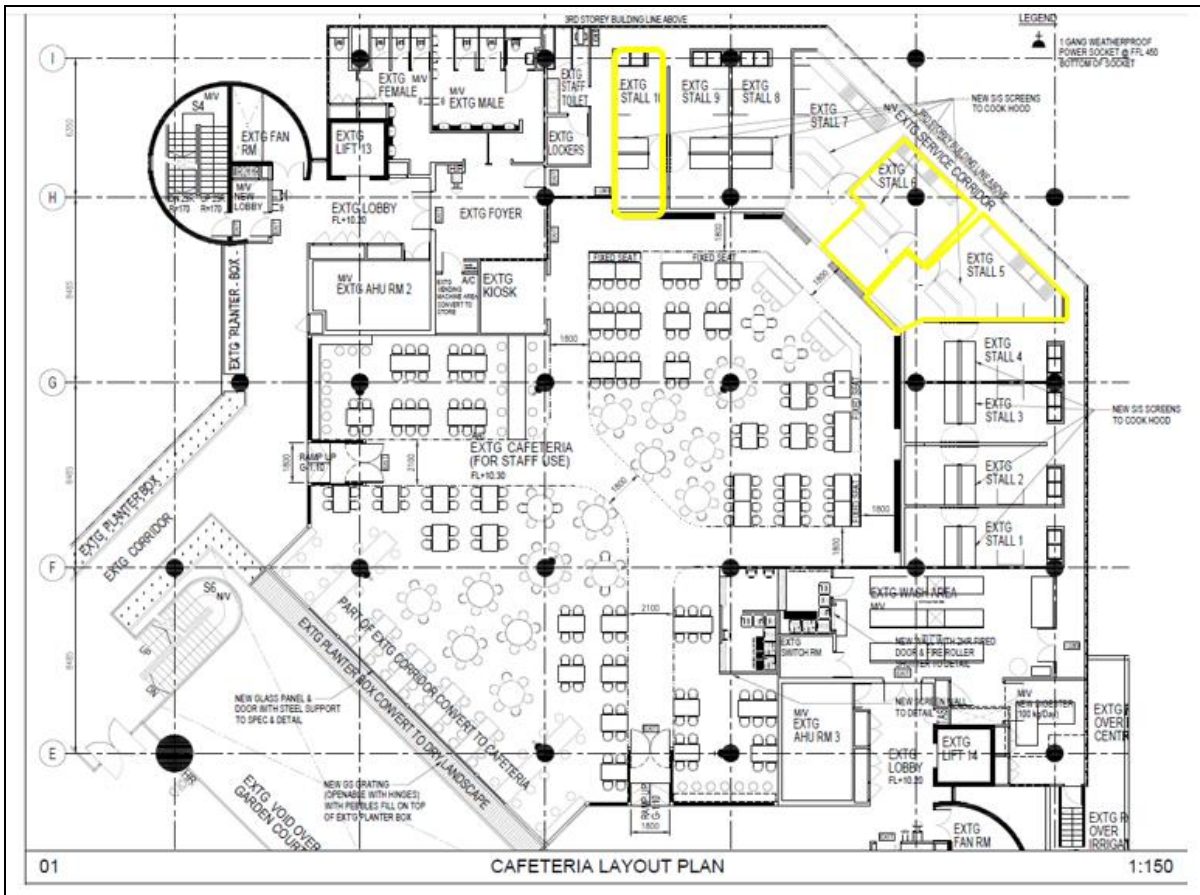
**In the presence of:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**WARNING:** In the event that the Licensee encroaches upon or trespasses onto any adjoining or neighbouring State land, the Government may, upon discovering such encroachment or trespass, take such action as it deems fit to recover possession of such State land and to claim damages for trespass.

## ANNEX A





## ANNEX B

## 1. ITEMS FOR SALE AT THE PREMISES

[illegible]

## 2. ITEMS FOR SALE AT THE PREMISES

## – “HEALTHIER CHOICE” MEALS

Licensee must offer at least two meal items of not more than 500 calories each, and which are certified by Health Promotion Board (“**HPB**”) as a “Healthier Choice”. The HPB’s “Healthier Choice Symbol” must be displayed to indicate these meal options.

[illegible]

### 3. ITEMS FOR SALE AT THE PREMISES

#### – WITH A PRICE CAP

Licensee must offer at least two meal items with a price cap of \$2.50 per portion daily.

S/No	Description of Meal Item	Price Cap
1		\$2.50
2		\$2.50
3		\$2.50
4		\$2.50
5		\$2.50

## ANNEX C

The Licensee agrees to the following:

1. To operate the Food Stall daily from Monday to Friday unless it is a Public Holiday. The operating hours for Mondays to Fridays are from 7.00 a.m. to 4.30 p.m.
2. To provide sufficient quantity and variety of the food items specified in Annex B for sale at the hours and days specified in the TOL to the satisfaction of the Government.
3. To comply with the Health Promotion Board's Healthier Drinks Policy (including all modifications made to it from time to time) (the "Policy") in relation to any drinks sold or provided on the Premises. The Licensee shall allow the Government and any party authorised by it, to conduct such checks (including unscheduled checks at the Premises) and obtain such information as may be necessary to verify the compliance with the Policy. The Licensee agrees that any breach of the Policy will amount to a breach of this TOL. The Licensee shall, if requested by the Government, execute and submit to the Government a Healthier Drinks Declaration Form and Undertaking to Comply with Healthier Drinks Policy in the form specified by the Government, within 7 days after the date of the Government's request.

**(Applicable for Foodstall No. 6 – Drinks & Fruits)**

- 3A. To:
  - (a) ensure that no containers or cups made out from Styrofoam are used for take-away orders; and
  - (b) only provide plastic straws to customers upon their request.
- 3B. To ensure that all food and beverages sold are halal. In this paragraph, "halal" has the same meaning as in the Administration of Muslim Law Act (Cap 3).

**(Applicable for Foodstall No. 10 – Muslim Food)**

4. To display the prices of all food items on the signage at the Food Stall to the satisfaction of the Government. The layout and design must conform to the standard and be to the satisfaction of the Government. Where any changes to such prices or any other changes are required to be made on the signage, the Licensee has to engage a contractor to make the changes at his/her own cost and expense.
5. To provide only the items specified in **Annex B** for sale. The prior written consent of the Government must be obtained if the Licensee wishes to:
  - (a) sell such additional items which are not stated in **Annex B**; or
  - (b) revise the price of any item intended for sale at the Food Stall.
6. To provide, at the commencement of and during the subsistence of this TOL, all articles necessary for the proper and efficient running of the Food Stall and such articles to be approved in writing by the Government including, but not limited to:
  - (a) refrigerator;
  - (b) cookers;
  - (c) crockery;
  - (d) serving trays;

- (e) cutlery;
  - (f) refuse receptacle; and
  - (g) any other articles which the Government deems fit and necessary at its sole discretion.
7. To maintain, renew or replace articles and appliances as specified in paragraph 6 of **Annex C** as and when necessary, or requested in writing by the Government, its duly authorised officers and agents.
8. Not to leave any property (including chattels and goods of any kind) outside the Premises. The Licensee shall properly store and dispose of all property.
9. To ensure at all times:
- (a) strict compliance with all hygienic practices in the handling of food and utensils as issued by the SFA;
  - (b) that all preparation and cooking of food for sale at the Food Stall are done in the kitchen area of the Premises and either electricity or piped-in gas shall be used for cooking; and
  - (c) that any or all cylinder gas or gas in any container(s) shall not be stored for any purpose at the Building or any part of the EB Cafeteria.
10. Not to provide any intoxicating liquors for sale at the Food Stall or any part of the EB Cafeteria without first having obtained the prior written consent of the Government, and any licence required for such sale from the relevant authorities. The cost, and expenses incurred, for or in connection with any licence required for such sale from the relevant authorities shall be borne solely by the Licensee.
11. To carry out, observe and perform together with the other licensees of the EB Cafeteria the following:
- (a) to provide an approved refuse receptacle at the commencement of this TOL, and to maintain or renew such receptacle when requested verbally or in writing by the Government or its duly authorised officers or agents;
  - (b) to prohibit any person or persons to collect or remove any waste food or refuse from the Food Stall, and to dispose of any waste food or refuse by depositing into plastic garbage bags in the aforesaid receptacle for removal by the Government's cleaning contractor;
  - (c) to keep all refuse receptacles covered at all times and out of sight of the patrons of the EB Cafeteria during the hours of business;
  - (d) to not cause, allow or suffer to flow through the sewerage and drainage system of the Building any waste food or rubbish which may result in blockages in the system, and to share and bear jointly and severally with all the other Licensees of the EB Cafeteria the cost of clearing any blockages of the system; and
  - (e) to not litter in the Building.
12. To ensure and provide, at all times, professional, efficient, prompt, polite and courteous service to all customers without any discrimination.