

**Tender Reference No.: JTC/INED/PT/001**

**JURONG TOWN CORPORATION**

**TENDER NOTICE**

Date: 28 March 2024

To: All Tenderers

**TENDER FOR THE TENANCY AT 7 DEFU LANE 4 SINGAPORE 539411**

JTC is inviting offers for the tenancy of the site as briefly described below.

1. Brief Particulars of Tender

<b>Tender Reference No.:</b>	JTC/INED/PT/001
<b>Location of site:</b>	7 DEFU LANE 4 SINGAPORE 539411
<b>Site Area:</b>	4,460.2 square metres
<b>Tenancy Term:</b>	*3-Year Initial Tenancy Term from the *Tenancy Commencement Date * See Tender Packet for details
<b>Authorised Use:</b>	Diesel Refuelling Station
<b>Tender Submission Deadline:</b>	29 April 2024 (“Tender Closing Date”) before 11:00am
<b>Location of Tender Box for tender submission:</b>	<b>Tender Box 5 Ground Floor The JTC Summit 8 Jurong Town Hall Road Singapore 609434</b>

2. Tender Packet

The Tender Packet may be downloaded from JTC’s Website and comprises the following:

2.1 [Not Used]; and

2.2 The Conditions of Tender comprising the following appendices and annexes:

<b>Appendix 1:</b>	Brief Details of Property	
	<b>Annex-1A:</b>	Location Plan
	<b>Annex-1B:</b>	As-Built Survey Plan
<b>Appendix 2:</b>	Particulars of Tendered Monthly Gross Rent	
<b>Appendix 3:</b>	Technical Conditions of Tender	

<b>Appendix 4:</b>	Tenancy Conditions (including Part 1 ( <i>Details</i> ), Part 2 ( <i>Key Terms</i> ), Part 3 ( <i>Special Terms</i> ) and Part 4 ( <i>Standard Terms</i> ))	
	<b>Annex 4A:</b>	GIRO Form
<b>Appendix 5:</b>	Evaluation Criteria	
<b>Appendix 6:</b>	<b>Annex 6A:</b>	Form of Tender
	<b>Annex 6B:</b>	Declaration on Financial Solvency
	<b>Annex 6C:</b>	Declaration On Unaudited Financial Statement
	<b>Annex 6D:</b>	Financial Health Checklist
	<b>Annex 6E:</b>	Tenderer's Information for Financial Health
	<b>Annex 6F:</b>	Checklist for Submission of Tender
	<b>Annex 6G:</b>	Envelope Label Cover (Submission of Tender)

### 3. Submission of Tender

- 3.1 All tenders must be deposited **by the Tender Submission Deadline** into the Tender Box located at the location mentioned above.
- 3.2 Any tender submitted after the Tender Submission Deadline will not be considered. JTC's decision on whether a tender was submitted after the Tender Submission Deadline is final.

### 4. Tender Deposit

- 4.1 Every tenderer shall pay a tender deposit equivalent to the Tendered Monthly Gross Rent (defined in the Conditions of Tender of the Tender Packet).
- 4.2 The tender deposit mentioned in Condition 8.2 of the Conditions of Tender in the Tender Packet ("**Tender Deposit**") must be paid by bank transfer to JTC's designated bank account. Details of which are as follows:

FAST bank description:	Citibank NA Singapore Branch
Swift Bank Identifier Code (BIC):	CITISGSGXXX
Bank Code:	7214
Bank Account Number	0-020459-026

\*Do not use automated clearing house network for deposit

- 4.3 Payment in CASH, CHEQUE, CASHIER'S ORDER or any other means WILL NOT BE ACCEPTED. Please refer to the Conditions of Tender of the Tender Packet for the detailed requirements.
- 4.4 The Tender Deposit will be returned to all unsuccessful tenderers.
- 4.5 The Tender Deposit shall be forfeited if the tenderer withdraws its tender during the Tender Validity Period (defined in the Conditions of Tender of the Tender Packet).

4.6 Tenders submitted without the Tender Deposit will be disqualified.

5. Acceptance of Tender

5.1 Tenders shall remain valid for acceptance for the Tender Validity Period (defined in the Conditions of Tender of the Tender Packet).

5.2 JTC reserves the right to reject the highest bid price or any tender or any part thereof.

6. Tender Briefing

Tenderers are encouraged to attend the tender briefing at the following date, time and venue:

Details of Tender Briefing	
<b>Date and Time:</b>	5 April 2024 (10 am)
<b>Venue:</b>	JTC's Management Office located on the ground floor of Block 30 Defu Lane 10 Singapore 539211

7. Enquiries

All enquiries or clarifications of interested Tenderers pertaining to this tender shall be clearly set out and sent via email **no later than two (2) weeks** before the Tender Closing Date and addressed to the undersigned, failing which JTC shall have the discretion to disregard all such queries:

Mr Gary Leong  
Email: gary\_leong@jtc.gov.sg  
DID: 6883 3871

8. Tender Terms and Requirements

This tender notice highlights only some of the points of the tender and does not form part of the tender documents. All tenders must comply with the terms and requirements as set out in the Tender Packet.

9. You are **strongly advised** to check JTC's website for any addendum letter or corrigendum which may be issued prior to the Tender Closing Date. Acknowledgement of receipt of any such addendum letter or corrigendum by Tenderers is not required as each published addendum letter and corrigendum shall be deemed to be part of the Tender Packet.

Yours faithfully

Gary Leong  
Senior Manager  
Industrial Estates Division  
DID: 6883 3871  
Email: gary\_leong@jtc.gov.sg

**CONTENTS PAGE**

**CONDITIONS OF TENDER**

1.	<b>Definitions and Interpretation.....</b>	<b>1</b>
2.	<b>Tender Subject to Conditions .....</b>	<b>4</b>
3.	<b>Technical Conditions of Tender .....</b>	<b>5</b>
4.	<b>Duration of the Term.....</b>	<b>5</b>
5.	<b>Authorised Use .....</b>	<b>6</b>
7.	<b>Tender Validity Period.....</b>	<b>7</b>
8.	<b>Submission of Tender and Tender Deposit .....</b>	<b>7</b>
9.	<b>Rejection and Disqualification of Tender.....</b>	<b>9</b>
10.	<b>Acceptance of Tender.....</b>	<b>11</b>
11.	<b>Payment of Stamp Duty on Tender Acceptance Letter .....</b>	<b>11</b>
12.	<b>Payments etc before expiry of the 28-Day Period .....</b>	<b>12</b>
13.	<b>Possession of Property .....</b>	<b>12</b>
14.	<b>[Not Used] .....</b>	<b>13</b>
15.	<b>Payment of Costs and Expenses.....</b>	<b>13</b>
16.	<b>Subsisting Rights on the Property.....</b>	<b>13</b>
17.	<b>State and Condition of the Property .....</b>	<b>13</b>
18.	<b>Environmental Baseline Study .....</b>	<b>15</b>
19.	<b>Works .....</b>	<b>15</b>
20.	<b>Default and Remedies.....</b>	<b>15</b>
21.	<b>Reversionary rights of JTC not affected.....</b>	<b>16</b>
22.	<b>No assignment, sublet, licence etc without JTC’s consent.....</b>	<b>16</b>
23.	<b>Debarment and Compensation.....</b>	<b>17</b>
24.	<b>Intellectual Property Rights and Ownership of Submissions.....</b>	<b>17</b>
25.	<b>General Provisions.....</b>	<b>17</b>

<b>Appendix 1:</b>	<b>Brief Details of Property</b>	
	<b>Annex-1A:</b>	<b>Location Plan</b>
	<b>Annex-1B:</b>	<b>As-Built Survey Plan</b>
<b>Appendix 2:</b>	<b>Particulars of Tendered Monthly Gross Rent</b>	
<b>Appendix 3:</b>	<b>Technical Conditions of Tender</b>	
<b>Appendix 4:</b>	<b>Tenancy Conditions (including Part 1 (Details), Part 2 (Key Terms), Part 3 (Special Terms) and Part 4 (Standard Terms))</b>	
	<b>Annex 4A:</b>	<b>GIRO Form</b>

<b>Appendix 5:</b>	<b>Evaluation Criteria</b>	
<b>Appendix 6:</b>	<b>Annex 6A:</b>	<b>Form of Tender</b>
	<b>Annex 6B:</b>	<b>Declaration on Financial Solvency</b>
	<b>Annex 6C:</b>	<b>Declaration On Unaudited Financial Statement</b>
	<b>Annex 6D:</b>	<b>Financial Health Checklist</b>
	<b>Annex 6E:</b>	<b>Tenderer's Information for Financial Health</b>
	<b>Annex 6F:</b>	<b>Checklist for Submission of Tender</b>
	<b>Annex 6G:</b>	<b>Envelope Label Cover (Submission of Tender)</b>

## JURONG TOWN CORPORATION

### CONDITIONS OF TENDER

Tenderers are invited to tender for the tenancy of the following Property, briefly described as follows:

Property	*Site Area (m <sup>2</sup> ) *Site area is final	Authorised Use
7 Defu Lane 4 Singapore 539411 located at Government Survey Lot MK22-4191A in the Republic of Singapore	4,460.2 square metres	See Condition 1.1.1 of these Conditions of Tender

#### 1. Definitions and Interpretation

##### 1.1 Definitions

In this Tender Packet, except where the context otherwise requires, the following expressions shall bear the following meanings:

1.1.1 “**Authorised Use**” means Diesel Refuelling Station.

1.1.2 “**Authorities**” means all relevant government and statutory authorities.

1.1.3 [Not Used].

1.1.4 [Not Used].

1.1.5 “**Conditions of Tender**” means these Conditions of Tender, including the Tenancy Conditions and all other Appendices and Annexes, comprised in the Tender Packet. The provisions in the Appendices (except Appendix 6) and Annexes (except the Annexes at Appendix 6) shall have the same force and effect as if expressly set out in the body of these Conditions of Tender. For the avoidance of doubt, the phrase “**Conditions of Tender**” includes all addendum letters and corrigenda, announced or published by JTC at JTC’s Website prior to the Tender Closing Date, and all other relevant documents which may be obtained from JTC’s Website.

1.1.6 “**Form of Tender**” means in relation to each Tenderer, its tender submitted in accordance with these Conditions of Tender, in the form attached at **Annex 6A**.

1.1.7 “**GST**” means goods and services tax chargeable under the Goods and Services Tax Act 1993.

1.1.8 “**Gross Rent**” has the meaning ascribed to it in Appendix 2 (*Particulars of Tendered Monthly Gross Rent*).

- 1.1.9** “**JTC**” means Jurong Town Corporation.
- 1.1.10** “**JTC’s Bank Account**” refers to JTC’s bank account with details as set out in Condition 8.3.
- 1.1.11** “**JTC’s Website**” means JTC’s website at <http://www.jtc.gov.sg>.  
(<https://www.jtc.gov.sg/find-land/land-for-tender/ancillary-launch/7-defu-lane-4>)
- 1.1.12** [Not Used].
- 1.1.13** [Not Used].
- 1.1.14** “**Possession Date**” has the meaning ascribed to it in Condition 13.2.
- 1.1.15** “**Property**” means the site described at the beginning of these Conditions of Tender and briefly described in Appendix 1 (*Brief Details of Premises*).
- 1.1.16** “**Stamp Duties Act**” means the Stamp Duties Act 1929.
- 1.1.17** [Not Used].
- 1.1.18** “**Successful Tenderer**” has the meaning ascribed to it in Condition 10.3 and where the Successful Tenderer comprises of 2 or more persons, the terms and conditions in the Tender Packet are binding on all such persons jointly and severally.
- 1.1.19** “**Technical Conditions of Tender**” means the Technical Conditions of Tender comprised in the Tender Packet, including the Conditions and Requirements of Authorities/Public Utility Licensees, and all other attachments, at Appendix 3 (*Technical Conditions of Tender*). The provisions in the attachments shall have the same force and effect as if expressly set out in the body of the Technical Conditions of Tender. For clarity, the phrase “**Technical Conditions of Tender**” includes all addendum letters and corrigenda, announced or published by JTC at JTC’s Website prior to the Tender Closing Date, and all other relevant documents which may be obtained from JTC’s Website.
- 1.1.20** “**Tenancy**” means the contract between JTC and the Successful Tenderer formed upon the issuance of the Tender Acceptance Letter, relating to the tenancy of the Property on the terms and conditions set out in these Conditions of Tender and all other documents comprised in the Tender Packet.
- 1.1.21** “**Tenancy Commencement Date**” means the date falling 2 months after the Possession Date<sup>1</sup>.
- 1.1.22** “**Tenancy Conditions**” refer to the terms and conditions set out in Appendix 4 (*Tenancy Conditions*) of these Conditions of Tender.

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<sup>1</sup> Purely as illustration, if the Possession Date is 29 February 2001, the Tenancy Commencement Date is 28 April 2001.

- 1.1.23 “Term”** has the meaning ascribed to it in Condition 4.1.
- 1.1.24 “Tenderer”** refers to any person who has submitted a Form of Tender (in the format prescribed by JTC) in accordance with the requirements of the Tender Packet.
- 1.1.25 “Tender Acceptance Letter”** has the meaning ascribed to it in Condition 10.3.
- 1.1.26 “Tender Closing Date”** means 29 April 2024, or such later date as may be extended by JTC pursuant to Condition 6.
- 1.1.27 “Tender Submission Deadline”** means 11:00 am on the Tender Closing Date, or such later date, or time, as may be extended by JTC pursuant to Condition 6.
- 1.1.28 “Tender Deposit”** refers to the amount set out in Condition 8.2. The Tender Deposit shall not include GST.
- 1.1.29 “Tender Packet”** refers to these Conditions of Tender, the Technical Conditions of Tender, all addendum letters and corrigenda, announced or published by JTC at JTC’s Website for Tender Reference No. JTC/INED/PT/001 prior to the Tender Closing Date, and all other relevant documents which may be obtained from JTC’s Website.
- 1.1.30 “Tender Validity Period”** means the period from the Tender Closing Date until the “said date” defined in Condition 7.1 or such longer period as may be extended by JTC pursuant to Condition 7.
- 1.1.31 “Tendered Monthly Gross Rent”** means in relation to each Tenderer, the amount as indicated in the relevant part of such Tenderer’s Form of Tender, which excludes GST.
- 1.1.32 “Works”** means –
- (a) erect any new buildings or structures on the Property; or
  - (b) carry out additions or alterations works on the Property.
- 1.1.33 “3-Year Initial Tenancy Term”** has the meaning ascribed to it in Appendix 2 (*Particulars of Tendered Monthly Gross Rent*).
- 1.1.34 “28-Day Period”** has the meaning ascribed to it in Condition 11.

## **1.2 Interpretation**

- 1.2.1** Unless there is something in the subject or context inconsistent, any reference to a statutory provision shall include such provision and any regulations made pursuant to such statutory provision as from time to time modified or re-enacted, whether before or after the launch of this tender, so far as such modification or re-enactment applies or is capable of applying to any



transaction under this tender.

- 1.2.2 The headings, sub-headings and marginal notes in this Tender Packet or any part thereof are inserted for convenience only and shall be ignored in construing this Tender Packet.
- 1.2.3 Unless the context otherwise requires, words (including words defined in these Conditions of Tender) denoting the singular number only shall include the plural and vice versa. Words importing the masculine, feminine or neuter genders are used interchangeably. Words denoting natural persons include corporations and firms, and vice versa.
- 1.2.4 References to “include” or “including” is to be construed as “include (without limitation)” or “including (without limitation)”.
- 1.2.5 When JTC’s consent or approval is required, the consent or approval may or may not be given. If it is given, it must be in writing and on such terms and conditions as may be imposed by JTC, including payment of monies, and the restrictions in Section 17 of the Conveyancing and Law of Property Act 1886 will not apply.
- 1.2.6 References to “**Conditions**” and “**Appendices**” are to be construed as references to the conditions of and appendices to these Conditions of Tender.
- 1.2.7 References to times of day are to Singapore time unless otherwise stated.
- 1.2.8 Each Tenderer, and (where applicable) the Successful Tenderer, is to comply with the obligations under these Conditions of Tender at its own cost and expense.

## 2. **Tender Subject to Conditions**

- 2.1 JTC is inviting offers for the tenancy of the Property by tender on the terms and conditions contained in the Tender Packet.
- 2.2 The Tender Packet may be downloaded from JTC’s Website.
- 2.3 Each Tenderer hereby agrees and acknowledges that JTC has the right to vary, amend or modify any term or condition in, or to issue supplementary terms/conditions to, any part of the Tender Packet at any time prior to the Tender Closing Date. Any additions, variations and amendments to any part of the Tender Packet, if any, will be announced or published in JTC’s Website prior to the Tender Closing Date, except where the Conditions of Tender expressly provide for such announcement or publication to occur after the Tender Closing Date.
- 2.4 JTC will not be liable for any cost or expense incurred by any person or Tenderer (including the Successful Tenderer) for the preparation and submission of any tender, whether in whole or in part.
- 2.5 **Knowledge of contents of Tender Packet**

2.5.1 Each Tenderer is taken to have read and shall be bound with full notice and knowledge of the contents of the Tender Packet, including these Conditions of Tender and the Technical Conditions of Tender and all additions, variations and amendments to these Conditions of Tender and the Technical Conditions of Tender and any plans, drawings, reports and other documents referred to, mentioned in, appended or annexed to these Conditions of Tender and the Technical Conditions of Tender, made by JTC prior to Tender Closing Deadline.

2.5.2 Whilst every reasonable care and attention has been taken in preparing the Tender Packet, JTC will not be liable for any inaccuracies or omissions. All information, specifications, renderings, visual representations, and plans contained in the Tender Packet are subject to changes as may be required by JTC and shall not form part of any offer or contract or constitute any condition or warranty. The Tenderer is advised to do, at its own costs and expenses, all checks, investigations and studies, should it deem necessary.

2.5.3 Tenderers shall assume that plans or drawings that are not included in the Tender Packet are deemed not available as it is the responsibility of the Successful Tenderer to appoint professional consultant(s), at its own cost and expense, to produce the necessary plans or drawings for submission to the Authorities, if required.

## 2.6 **Error or Mis-statement**

No error, omission, mis-statement or mis-description in these Conditions of Tender, the Technical Conditions of Tender or any other document in the Tender Packet shall invalidate any Form of Tender submitted, or Tenancy (defined in the Tenancy Conditions) formed, in pursuance of these Conditions of Tender by the Tenderer or the Successful Tenderer nor shall the same discharge the Tenderer or the Successful Tenderer from its contract or entitle it to any compensation whatsoever or to any reduction of the Tendered Monthly Gross Rent.

## 2.7 **Enquiries**

If there is any query, doubt or uncertainty on any part of the Tender Packet which any Tenderer requires clarification from JTC, the Tenderer can contact the relevant JTC officer listed in the Tender Notice with its query and such query must be received by JTC no later than two (2) weeks before the Tender Closing Date.

## 3. **Technical Conditions of Tender**

The Successful Tenderer shall in addition to these Conditions of Tender comply with the Technical Conditions of Tender. These Conditions of Tender and the Technical Conditions of Tender are to be read together.

## 4. **Duration of the Term**

4.1 Subject to the terms of these Conditions of Tender, JTC shall rent the Property to the Successful Tenderer for the following period ("**Term**") on the terms and conditions set out in these Conditions of Tender and other documents in the Tender Packet:

Term:	3 years from the Tenancy Commencement Date
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4.2 [Not Used].

4.3 [Not Used].

4.4 [Not Used].

4.5 For the avoidance of doubt, the Tenancy Conditions form part of these Conditions of Tender and are to be complied with by the Successful Tenderer at its own cost and expense.

5. **Authorised Use**

5.1 The Successful Tenderer must use the Property for the Authorised Use only.

5.2 Each Tenderer is required to ascertain the exact and detailed conditions and requirements of the Authorities in respect of the Authorised Use of the Property.

5.3 Where licences, approvals or permits are required for the Authorised Use of the Property, the Successful Tenderer shall obtain all the requisite licences and approvals from the Authorities, and comply with all their requirements and conditions. No allowance in payment of Gross Rent or refund of rental paid shall be made for any period before such licence, permission or approval is granted or if the same is rejected by the Authorities.

6. **Tender Timeline**

6.1 Interested Tenderers will be given a period up to the Tender Closing Date and Time set out in Condition [●6.2], to submit their tenders for the Property for JTC's evaluation.

6.2 The timeline for this tender will be as follows:

S/N	Items	Date and Time (Singapore)
1	Launch of tender	28 March 2024
2	Tender Closing Date and Time	29 April 2024, 11:00am

6.3 JTC may at its sole and absolute discretion change any of the dates in the above table to such later date(s) or time(s), or both, and will announce or publish such change(s) at JTC's Website before each such date(s) and time(s) stated above. Each Tenderer shall be deemed to have agreed and accepted such later date(s) and time(s) so announced or published by JTC.

6.4 JTC reserves the right to withdraw this tender at any time before or after the Tender Closing Date without being liable for any costs, expenses, losses, damages or compensation whatsoever.

## 7. **Tender Validity Period**

7.1 Except where Condition 7.2 applies, all tenders submitted shall remain valid from the Tender Closing Date until 31 Oct 2024 ("said date").

7.2 JTC has the right to extend the said date after the Tender Submission Deadline. In this regard, JTC will publish such extension at JTC's Website before the said date, which extended period shall also form part of and be referred to as the "Tender Validity Period".

7.3 Each Tenderer shall be deemed to have agreed and accepted that the tender submitted by it shall in such event remain valid until expiry of any extension to the Tender Validity Period.

7.4 Notwithstanding that JTC has issued a Tender Acceptance Letter to the Successful Tenderer, tenders from all other Tenderers shall remain open and valid till the end of the Tender Validity Period. JTC reserves the right at any time to accept the tender from an alternative Tenderer.

## 8. **Submission of Tender and Tender Deposit**

### 8.1 **Form of Tender**

8.1.1 For submission of tender, the Tenderer must -

- (a) print and complete the "Form of Tender" provided at Annex 6A of the Tender Packet; and
- (b) print and complete the "Declaration of Financial Solvency" form provided at Annex 6B of the Tender Packet; and
- (c) print and complete the "Declaration on Unaudited Financial Statement" form provided at Annex 6C of the Tender Packet; and
- (d) print and complete the "Financial Health Checklist" form provided at Annex 6D of the Tender Packet; and
- (e) print and complete the "Tenderer's Information for Financial Health" form provided at Annex 6E of the Tender Packet; and
- (f) print the "Envelope Label Cover" provided at Annex 6G of the Tender Packet.

### 8.1.2 **Tendered Monthly Gross Rent Not to include GST**

- (a) Each Tenderer shall indicate in its Form of Tender, its tender bid for

the monthly Gross Rent which it is offering to pay JTC each month during the 3-Year Initial Tenancy Term.

- (b) The tender bid shall not include any amount of GST.
- (c) For more information on the submission of the tender bid price, please refer to Appendix 2 (*Particulars of Tendered Monthly Gross Rent*).

### 8.1.3 **Submission of Tender**

- (a) The Tenderer shall deposit the duly completed Form of Tender in a sealed envelope which is affixed with the Envelope Label Cover (provided at Annex 6G of the Tender Packet) in the Tender Box 5, Ground Floor, The JTC Summit, 8 Jurong Town Hall Road, Singapore 609434 latest by 11:00am on the Tender Closing Date.
- (b) Any tender submitted after 11:00am on the Tender Closing Date will not be considered.
- (c) **Submission of Documents where Tenderer is a company not incorporated in Singapore**

Where the Tenderer is a company not incorporated in Singapore, the Tenderer shall also submit together with the duly completed Form of Tender, copies of the following certified true copies by a director or corporate secretary of the company:

- (c1) certificate of Incorporation or registration in its place of incorporation or origin or a document of similar effect; and
- (c2) particulars of the company relating to its registered office address, principal activities, share capital, officers, directors and shareholders as registered with and maintained by the relevant authority at its place of incorporation or origin.

## 8.2 **Tender Deposit**

Every Tenderer shall pay a tender deposit equivalent to the Tendered Monthly Gross Rent ("**Tender Deposit**"). The Tender Deposit shall not include any amount of GST.

## 8.3 **Manner of Payment of Tender Deposit**

The Tender Deposit shall be paid at the time of submission of tender by way of bank transfer to JTC's bank account mentioned below and in the manner set out below:

### **Payment by Bank Transfer ONLY**

- |     |   |
|-----|---|
| (a) | Payment in CASH, CHEQUE, CASHIER'S ORDER or any other means WILL NOT BE ACCEPTED. |
| (b) | To pay the Tender Deposit by way of bank transfer, the Tenderer shall -           |

(b1)	arrange with his bank(s) to transfer the Tender Deposit in Singapore Dollars, exclusive of all bank charges and administrative fees which must be paid by the Tenderer, before 11:00am on the Tender Closing Date to -								
	<table border="1"> <tr> <td>FAST bank description:</td> <td>Citibank NA Singapore Branch</td> </tr> <tr> <td>Swift Bank Identifier Code (BIC):</td> <td>CITISGSGXXX</td> </tr> <tr> <td>Bank Code:</td> <td>7214</td> </tr> <tr> <td>Bank Account Number</td> <td>0-020459-026</td> </tr> </table>	FAST bank description:	Citibank NA Singapore Branch	Swift Bank Identifier Code (BIC):	CITISGSGXXX	Bank Code:	7214	Bank Account Number	0-020459-026
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Bank Code:	7214								
Bank Account Number	0-020459-026								
	*Do not use automated clearing house network for deposit								
(b2)	Instruct his bank(s) to indicate the tender deposit description as "[Tenderer's Name] / 7 Defu Lane 4 / JTC/INED/PT/001" in the bank statement to JTC; and								
(b3)	Attach a copy of the payment advice to the Form of Tender for JTC's verification.								

#### 8.4 **Forfeiture / Return of Tender Deposit**

8.4.1 The Tender Deposit paid by the Tenderer, or (as the case may be) the Successful Tenderer, shall be forfeited by JTC if any of the following events occurs:

- (a) such Tenderer withdraws its tender or notifies JTC of its withdrawal during the Tender Validity Period; or
- (b) such Tenderer withdraws its tender or notifies JTC of its withdrawal after the announcement of such Tenderer as the Successful Tenderer.

8.4.2 Any amendment by the Tenderer of its tender, or any part thereof, after 11:00am on the Tender Closing Date shall, unless expressly allowed by JTC, be deemed to be a withdrawal of such tender.

#### 8.5 **Return of Tender Deposit**

The Tender Deposit paid by any unsuccessful tenderer who has not withdrawn its tender during the Tender Validity Period shall be refunded, without interest or compensation whatsoever, after the Tender Validity Period to such unsuccessful tenderer. Thereafter, such unsuccessful tenderer shall have no other claim whatsoever against JTC.

#### 9. **Rejection and Disqualification of Tender**

9.1 JTC reserves the right to reject the highest Tendered Monthly Gross Rent, or any tender, or any part thereof.

9.2 The following tenders will be disqualified and will not be considered:

- 9.2.1 Any tender submitted after the Tender Submission Deadline;
  - 9.2.2 Any tender submitted without payment of Tender Deposit;
  - 9.2.3 Any tender submitted without payment of the Tender Deposit effected in accordance with Condition 8.3;
  - 9.2.4 Any tender submitted into the wrong tender box;
  - 9.2.5 Any tender submitted not in compliance with the requirements set out in the Tender Packet;
  - 9.2.6 Any tender submitted by a Tenderer who, in the sole opinion of JTC, does not meet or satisfy the Eligibility Criteria set out in Appendix 5 (*Evaluation Criteria*); and
  - 9.2.7 Any tender submitted by the same Tenderer, whether directly or indirectly by itself or by any other person (For the avoidance of doubt, in such event, all tenders submitted by the Tenderer, whether directly or indirectly, will be disqualified).
- 9.3 Tenders submitted by the following categories of persons and companies will be disqualified and will not be considered:
- 9.3.1 persons under the age of 21 years;
  - 9.3.2 persons and companies debarred from participating in tenders or auctions of the Government of Singapore (including ministries), the Authorities and statutory boards;
  - 9.3.3 persons against whom court proceedings for bankruptcy have been commenced;
  - 9.3.4 persons adjudicated bankrupt;
  - 9.3.5 persons who are mentally disordered and incapable of managing themselves or their affairs;
  - 9.3.6 companies against which court proceedings for winding up have been commenced or companies in liquidation;
  - 9.3.7 companies placed under receivership and a receiver appointed to manage their affairs; and
  - 9.3.8 companies for which an application has been made for the appointment of a judicial manager or companies placed under judicial management.
- 9.4 Tenders which contain conditions may be disqualified or rejected.
- 9.5 **Evaluation of Tender**

JTC reserves the sole and absolute right to select and decide on the award of the tender based on JTC's internal policies and criteria as set out in Appendix 5 (*Evaluation Criteria*).

## 10. **Acceptance of Tender**

- 10.1 Selection of the Successful Tenderer shall be at the absolute discretion of JTC. JTC is not bound to accept the highest, the whole, or part or any tender. JTC's decision will be final and JTC shall not be obliged to divulge or furnish any reason for its decision.
- 10.2 In the event there are two or more highest tenders submitted with the same highest Tendered Monthly Gross Rent and JTC has, after due consideration of all the tenders submitted, assessed that either or any one of these highest tenders may be accepted, JTC shall on or before expiry of the Tender Validity Period carry out a random ballot of the highest tenders to select one of them for acceptance. The Tenderers of these highest tenders shall be invited to witness the random ballot on such date and time as specified in JTC's invitation to such Tenderers. Should either or any of such Tenderers of these highest tenders does not wish or is not able to attend to witness the ballot, JTC shall carry out the ballot in the presence of two other parties as JTC may select and who are not involved in any stage of the process for the tender of the Property.
- 10.3 After JTC has selected the successful Tenderer (the "**Successful Tenderer**"), JTC shall inform the Successful Tenderer of the acceptance of its tender by letter ("**Tender Acceptance Letter**") sent to it by registered mail to the address given in its Form of Tender and such letter so sent shall be deemed to have been received by the addressee in due course of post.
- 10.4 The date of the Tender Acceptance Letter shall be deemed to be the date of acceptance by JTC of the Successful Tenderer's tender and the Successful Tenderer shall be bound by all the terms and conditions set out in the Tender Packet, including the Tenancy Conditions and the other parts of these Conditions of Tender.
- 10.5 JTC's acceptance of the Successful Tenderer's tender and the right to the Tenancy of the Property as set out in the Tender Acceptance Letter shall be personal to the Successful Tenderer and shall not be transferable or assignable.
- 10.6 The Tendered Monthly Gross Rent stated in the Successful Tenderer's Form of Tender will be the Gross Rent payable each month during the 3-Year Initial Tenancy Term.

## 11. **Payment of Stamp Duty on Tender Acceptance Letter**

- 11.1 The Successful Tenderer shall pay the proper amount of stamp duty chargeable on the Tender Acceptance Letter under the Stamp Duties Act 1929 within 14 days of the date thereof and shall within 28 days from (and including) the date of the Tender Acceptance Letter ("**28-Day Period**") furnish to JTC:
- 11.1.1 a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter; and
- 11.1.2 being attached to the said Certificate of Stamp Duty, a copy of the Tender



Acceptance Letter bearing a certification by an Advocate & Solicitor that it is a true copy of the document referred to in the said Certificate of Stamp Duty.

## 11.2 **Extension of Time for Payment of Stamp Duty**

Where the Commissioner of Stamp Duties allows an extension of time for payment of the said stamp duty, the Successful Tenderer may pay such duty within such extended time as allowed and shall furnish to JTC a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter within 7 days from the date of payment of the said stamp duty.

## 12. **Payments etc before expiry of the 28-Day Period**

**Within the 28-Day Period**, the Successful Tenderer shall –

12.1 (time in this respect being the essence of the contract) pay the following to “JTC Corporation” by way of bank transfer to JTC’s Bank Account:

12.1.1 The first month’s Gross Rent less the Tender Deposit, together with the amount of GST chargeable in relation to the payment of the first month’s Gross Rent; and

12.1.2 An amount equivalent to three (3) months’ Gross Rent being the security deposit under the Tenancy.

12.2 submit to JTC, the duly completed and signed GIRO authorization form in the prescribed form set out at Annex 4A of Appendix [4] (*Tenancy Conditions*) of the Tender Packet.

## 13. **Possession of Property**

13.1 Possession of the Property will be delivered to the Successful Tenderer, only after –

13.1.1 JTC has received the Completion Items; and

13.1.2 [Not Used].

13.2 Possession shall be given to the Successful Tenderer by delivering to it a letter stating that possession of the Property shall be deemed to be handed over to it with effect from such date as specified in the said letter and such date shall be the **Possession Date**.

13.3 The Successful Tenderer must take possession of the Property upon JTC’s receipt of the Completion Items.

13.4 In this Condition 13 –

13.4.1 The phrase “Completion Items” refers to the following:

(a) payment in full of the amounts set out in, and in accordance with,

Condition 12 (*Payments etc before expiry of the 28-Day Period*); and

- (b) the duly completed and signed GIRO authorization form referred to in Condition 12 (*Payments etc before expiry of the 28-Day Period*); and
- (c) unless Condition 11.2 (*Extension of Time for Payment of Stamp Duty*) applies, a copy of the Certificate of Stamp Duty with a certified copy of the Tender Acceptance Letter attached thereto in accordance with Condition 11 (*Payment of Stamp Duty on Tender Acceptance Letter*).

13.4.2 [Not Used]

14. [Not Used]

15. **Payment of Costs and Expenses**

The Successful Tenderer shall forthwith pay to JTC on demand:

- (a) all legal costs and all other expenses incurred or to be incurred by JTC in connection with the preparation, finalisation and completion of these tender documents for the Property and in respect of matters incidental hereto or arising therefrom;
- (b) the cost of preparation of plans in respect of the Property, stamp duties payable on the Tenancy and all other costs and expenses incurred or to be incurred in connection with the preparation and completion of the Tenancy and matters incidental thereto or arising therefrom;
- (c) all costs and fees including legal costs on a full indemnity basis incurred by JTC in connection with the enforcement of these Conditions of Tender (including (for the avoidance of doubt) the Tenancy Conditions and the Technical Conditions of Tender) and in respect of all matters incidental thereto or arising therefrom; and
- (d) all amount(s) of GST charged or chargeable in relation to the Tenancy and the supply of any goods or services by JTC to the Successful Tenderer.

16. **Subsisting Rights on the Property**

The Property is to be rented subject to all easements and rights (if any) subsisting thereon and moreover without any obligations on the part of JTC to define the same respectively.

17. **State and Condition of the Property**

17.1 The Successful Tenderer shall accept the Property on an "as is where is" basis (including any defects (latent, inherent or otherwise)) and in all other respects as at the Possession Date and shall be deemed to have full notice and knowledge of,

amongst other things, the following, and shall not raise any objection or requisition whatsoever in respect thereof:

- 17.1.1 the actual state and condition of the Property including its ground levels, topography, subterranean conditions, soil contaminants, content, compounds, characterization and conditions as well as matters with regards access, ingress and egress, drainage, and utility services, affecting the Property;
  - 17.1.2 the existence of all encroachment, structure and thing on or within the Property;
  - 17.1.3 all easements, rights of way and all other encumbrances, if any, affecting the Property;
  - 17.1.4 the cables, wires, pipes, pipelines, trenches and other such structures or facilities carrying, transporting, conveying or delivering services of sewage, water, electricity, telecommunications and gas (collectively, the "**Services Infrastructure**") belonging to the Authorities and third-party service providers exist adjacent to, across, around, on, under or within the Property and the Authorities and third-party service providers may require the Services Infrastructure to be protected or diverted. In this regard, the Successful Tenderer shall comply with all such requirements of the Authorities and third party service providers in connection with the Services Infrastructure, as well as ensure that the Works and all activities at the Property shall not in any way affect the Services Infrastructure.
- 17.2 [Not Used].
- 17.3 The Property should be viewed by the Tenderers and each Tenderer shall in any event be deemed to have tendered with full knowledge of the state, nature and conditions thereof. Each Tenderer shall be deemed to have notice of the actual state, nature and conditions of the Property.
- 17.4 Without prejudice to the generality of Condition 17.1, and in addition thereto, the Successful Tenderer acknowledges and confirms that -
- 17.4.1 [Not Used]; and
  - 17.4.2 JTC is not required to clean up, or remove any item or any rubbish or discarded articles, or carry out any improvements or works to the Property before delivering possession of the Property to the Successful Tenderer,
- and the Successful Tenderer shall not raise any objection or requisition whatsoever in respect thereof.
- 17.5 The Successful Tenderer shall not be entitled for any reason whatsoever to -
- 17.5.1 withhold payment of any amount;
  - 17.5.2 object to or refuse the delivery of possession of the Property, or any part of it, to it;

17.5.3 delay or refuse to observe or perform any of the terms of these Conditions of Tender (including the Tenancy Conditions and the Technical Conditions of Tender);

17.5.4 claim for any compensation or reduction of the Tendered Monthly Gross Rent; or

17.5.5 require JTC to remove any encroachment, structure, or thing present on or within the Property.

## 18. **Environmental Baseline Study**

18.1 The Successful Tenderer is required to comply with the requirements set out in clause 3 (*Environmental Site Assessment Requirements / Decontamination*) of Part 3 (*Special Terms*) of the Tenancy Conditions.

18.2 [Not Used].

## 19. **Works**

19.1 If the Successful Tenderer, at any time during the Term, wishes to carry out Works, the Successful Tenderer shall, without prejudice to any other terms and conditions in these Conditions of Tender and the Technical Conditions of Tender, obtain JTC's prior written approval and execute the works in full compliance with all the terms and conditions applicable to the Works. In giving its consent, JTC may require the Successful Tenderer to engage at its own costs and expense, a Qualified Person to certify the structural safety of the buildings and structures.

### 19.2 **Cost of Obtaining Approval for Plans of Works**

All licences, permissions, approvals or consents that may be required in respect of the layout and building plans for the Works or matters incidental thereto shall be obtained by the Successful Tenderer at his own cost and expense.

## 20. **Default and Remedies**

20.1 If the Successful Tenderer shall for whatever reason fail to observe or perform or shall fail to ensure the due observance or performance of any of these Conditions of Tender, JTC shall be entitled to and may:

20.1.1 forfeit the Tender Deposit and all other moneys (including the Tendered Monthly Gross Rent and security deposit under the Tenancy) paid under the provisions hereof which shall thereupon belong to JTC;

20.1.2 re-let the Property and any interest therein, and (where possession of the Property has been delivered to the Successful Tenderer) re-enter upon and resume possession of and re-let the Property and any interest therein, as if the Successful Tenderer has never submitted a tender under these Conditions of

Tender and whether by public auction, private treaty or tender subject to such conditions and generally in such manner as JTC may in its absolute discretion think fit with power to vary or rescind any contract, buy in any auction and/or to re-let the same and the deficiency (if any) in monthly Gross Rent arising on such re-let or attempted re-let shall be made good and paid for by the Successful Tenderer to JTC and shall be recoverable by JTC against the Successful Tenderer as damages but any increase of the monthly Gross Rent on a re-letting shall belong to JTC absolutely.

20.2 Without affecting JTC's rights under this Condition 20, if –

20.2.1 the Successful Tenderer fails to take possession on the Possession Date for whatever reason; or

20.2.2 before the Possession Date –

- (a) *(for individual)* the Successful Tenderer passes away, or a bankruptcy order has been made (or is in the process of being made) against the Successful Tenderer;
- (b) *(for sole-proprietorship / partnership)* the Successful Tenderer's sole-proprietorship / partnership business is deregistered, or no longer exists, for whatever reason; or
- (c) the Successful Tenderer is liquidated / wound up (or in the process of being liquidated / wound up) in any manner whatsoever, whether voluntarily or otherwise,

then, without affecting any of JTC's rights and remedies, upon giving written notice to the Successful Tenderer –

- (a) the Tender Deposit and all other moneys (including the Tendered Monthly Gross Rent and security deposit under the Tenancy) paid under the provisions hereof, shall thereupon be forfeited and belong to JTC;
- (b) the Tenancy is terminated on the date as specified in such notice; and
- (c) (for the avoidance of doubt) JTC is entitled to the rights and remedies under Condition 20.1.2.

21. **Reversionary rights of JTC not affected**

No length of time or of enjoyment of the Successful Tenderer of the Property shall give a right to it to retain the Property or any part thereof otherwise than as provided in these Conditions of Tender or shall affect or deprive JTC in any way of its rights and powers under the law as reversionary owner of the Property.

22. **No assignment, sublet, licence etc without JTC's consent**

Please refer to Clause 4.8(a) of Part 4 (*Standard Terms*) of the Tenancy Conditions.

23. **Debarment and Compensation**

Without prejudice to any right of action or other remedy which the Authorities and/or JTC may have or any proceedings, civil or criminal, which the Authorities and/or JTC may decide to initiate or take:-

- 23.1 the Authorities and JTC shall debar the Successful Tenderer and any tenderer that is found guilty of corruption, regardless of the amount involved, from participating in all future tenders and auctions of any ministry, Authority and statutory board for a minimum period of five (5) years;
- 23.2 the Authorities and JTC reserve the right to debar the Successful Tenderer from participating in all future tenders and auctions of any ministry, the Authority and statutory board for such period as JTC may at their discretion determine for any failure on the part of the Successful Tenderer to observe or perform any of the terms and conditions contained or referred to in these Conditions of Tender, the Technical Conditions of Tender; and
- 23.3 the Successful Tenderer shall pay such amount of compensation as notified by JTC for any loss and damage that may be suffered, directly or indirectly, by JTC as a result of any failure to observe or perform any of the terms and conditions contained or referred to in these Conditions of Tender, the Technical Conditions of Tender on the part of the Successful Tenderer or the employees or agents of the Successful Tenderer.

24. **Intellectual Property Rights and Ownership of Submissions**

- 24.1 All documents and other items (including the thumb drive) submitted by the Tenderer in response to this tender shall become the property of JTC. However, intellectual property in the information contained in the tender submitted by the Tenderer shall remain vested in the Tenderer. This sub-Condition is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and JTC.
- 24.2 JTC is entitled to retain all submissions, in whatever form and shall have the right to publish, display, reproduce or otherwise publicise or communicate the contents of the submissions submitted by the Tenderers, subject to appropriate citation and acknowledgement of the authors.
- 24.3 Such right shall be exercisable by JTC without any payment, charge or fee whatsoever by the Successful Tenderer or any other Tenderer.

25. **General Provisions**

25.1 **Manner of Payment of Money**

Payment of any amount payable under or pursuant to these Conditions of Tender or the Technical Conditions of Tender shall unless otherwise expressly stated be made in

such manner and by such means as JTC may notify to the Successful Tenderer in writing.

#### **25.2 Governing Jurisdiction and Law**

These Conditions of Tender and the Technical Conditions of Tender shall be governed and interpreted in accordance with the laws of Singapore for every purpose and any legal proceedings, actions, suits, writs, summonses or claims arising from or in connection with the Conditions of Tender and the Technical Conditions of Tender shall be commenced in and heard before the courts of Singapore and the Successful Tenderer agrees to irrevocably submit itself to the exclusive jurisdiction of the courts of Singapore.

#### **25.3 No Merger**

The Conditions of Tender and the Technical Conditions of Tender shall remain in full force and effect as between JTC and the Successful Tenderer notwithstanding the issuance of the Tender Acceptance Letter insofar as any obligation on the part of either the Successful Tenderer or JTC remains to be observed or performed, and shall not merge in the grant of the tenancy of the Property to the Successful Tenderer.

#### **25.4 No Waiver Unless Expressly Agreed**

Unless otherwise expressly specified or agreed, no failure or delay on the part of JTC to exercise any right, power, authority or remedy under these Conditions of Tender (including all appendices thereto), or the Technical Conditions of Tender and no indulgence or forbearance on the part of JTC and no extension of time allowed to the Successful Tenderer by JTC shall operate as a waiver or will in any way affect the subsequent exercise by JTC of the same, nor will any single or partial exercise of any right power authority or remedy preclude any other or further exercise thereof or the exercise of any other right power authority or remedy. The rights, powers, authorities and remedies provided in these Conditions of Tender and the Technical Conditions of Tender are cumulative and not exclusive of any rights, powers, authorities or remedies provided by law.

#### **25.5 Severability**

If at any time any provision or any part of a provision of these Conditions of Tender or the Technical Conditions of Tender is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions or parts of the provision (to the extent that they are severable from such illegal, invalid or unenforceable provisions or part of the provision) shall in no way be affected or impaired by it.

#### **25.6 Exclusion of Contracts (Rights of Third Parties) Act**

No person (other than JTC and the Successful Tenderer) shall have any right under the Contracts (Right of Third Parties) Act 2001 to enforce any of the terms of these Conditions of Tender or the Technical Conditions of Tender.