

TENDER BRIEF

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

1. Brief Particulars of Tender

Tender Reference No.:	JTC/EPSPD/PT/0623JB
Location of site:	33 Jalan Buroh Singapore 619487
Site Area:	2,303.2 square metres
Lease Term:	From the *Commencement Date until 30 September 2031 <i>* See Tender Packet for details</i>
Authorised Use:	Sale of Petrol, Diesel, Electricity for Electrical Vehicle (EV) Charging, Compressed Natural Gas (CNG), and/or other Types of Clean Energy
Tender Submission Deadline:	22 August 2023 before 11:00am
Location of Tender Box for tender submission:	Tender Box 5 Ground Floor The JTC Summit 8 Jurong Town Hall Road Singapore 609434

2. Tender Packet

The Tender Packet may be downloaded from JTC's Website.

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 of at least five percent (5%) of the tendered sale price.

4.2 The tender deposit mentioned in Condition 7.2 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 N.A. Singapore
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	Branch
Swift Bank Identifier Code (BIC):	CITISGSGXXX
Account name:	JTC Corporation
Account number:	0-020459-026

*Do not use automated clearing house network for deposit

4.3 Payment in CASH or by CHEQUE 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. Payment of Sale Price

The successful tenderer must pay the bid sale price as follows:-

(a) 25% (less the Tender Deposit) and GST thereon within 28 days of JTC's Tender Acceptance Letter; and the 28 days shall include the date of JTC's Tender Acceptance Letter (defined in the Conditions of Tender in the Tender Packet).

(b) 75% and the GST thereon within 90 days of JTC's Tender Acceptance Letter; and the 90 days shall include the date of JTC's Tender Acceptance Letter.

7. Enquiries

For more information, please contact:

Ms Lim Jia Qi Linda

[Linda JQ LIM@jtc.gov.sg](mailto:Linda_JQ_LIM@jtc.gov.sg)

(65) 9064 6621

Contact Centre Hotline: 1800-568-7000

8. Tender Terms and Requirements

This tender brief is meant to highlight 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.

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JURONG TOWN CORPORATION

CONDITIONS OF TENDER

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

Property	*Site Area (m ²)	Authorised Use
33 Jalan Buroh Singapore 619487 located at Government Survey Lot MK 06-01833P in the Republic of Singapore	2,303.20 square metres	Sale of Petrol, Diesel, Electricity for Electrical Vehicle (EV) Charging, Compressed Natural Gas (CNG), and/or other Types of Clean Energy

* Site area is final

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 “Agreement for Lease” means the contract between JTC and the Successful Tenderer formed upon the issuance of the Tender Acceptance Letter, relating to the lease of the Property on the terms and conditions set out in these Conditions of Tender and all other documents comprised in the Tender Packet.

1.1.2 “Authorities” shall mean all relevant government and statutory authorities.

1.1.3 “Building Works” means –

- (a) demolishing the existing buildings and structures, or any part of it, and thereafter erecting any new buildings or structures, on the Property; or
- (b) carrying out additions or alterations to any of the existing buildings or structures on the Property.

1.1.4 “Commencement Date” has the meaning ascribed to it in Condition 12.2.

1.1.5 “Conditions of Tender” means these Conditions of Tender, including the Lease Conditions and all other Appendices and Annexes, comprised in the Tender Packet. The provisions in the Appendices and Annexes 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 **Appendix A**.
- 1.1.7 "JTC"** means Jurong Town Corporation.
- 1.1.8 "JTC's Bank Account"** refers to JTC's bank account with details as set out in Condition 7.3.
- 1.1.9 "JTC's Website"** means JTC's website at <http://www.jtc.gov.sg>.
- 1.1.10 "GST"** means the goods and services tax chargeable under the Goods and Services Tax Act 1993.
- 1.1.11 "Lease Term"** has the meaning ascribed to it in Condition 4.1.
- 1.1.12 "Lease Conditions"** refer to the terms and conditions set out in Appendix C of these Conditions of Tender.
- 1.1.13 "Lease Instrument"** has the meaning ascribed to it in Condition 4.2.
- 1.1.14 "Possession Date"** means the date of possession of the Property by the Successful Tenderer.
- 1.1.15 "Property"** means the site described in the Particulars of Tender comprised in the Tender Packet.
- 1.1.16 "Stamp Duties Act"** means the Stamp Duties Act 1929.
- 1.1.17 "Submission Label"** means the label to be affixed to the sealed envelope containing the Form of Tender. The Submission Label is available in the Tender Packet.
- 1.1.18 "Successful Tenderer"** has the meaning ascribed to it in Condition 9.1 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. 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 "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.

- 1.1.21 **“Tender Acceptance Letter”** has the meaning ascribed to it in Condition 9.1.
- 1.1.22 **“Tender Closing Date”** means 22 August 2023, or such later date as may be extended by JTC pursuant to Condition 2.3.
- 1.1.23 **“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 2.3.
- 1.1.24 **“Tender Deposit”** refers to the amount set out in Condition 7.2. The Tender Deposit shall not include GST.
- 1.1.25 **“Tender Packet”** refers to these Conditions of Tender, the Technical Conditions of Tender, the Conditions and Requirements of Authorities/Public Utility Licensees, the Form of Tender, the Submission Envelope Covers, all addendum letters and corrigenda, announced or published by JTC at JTC’s Website for Tender Reference No. JTC/EPD/PT/0623JB prior to the Tender Closing Date, and all other relevant documents which may be obtained from JTC’s Website.
- 1.1.26 **“Tender Validity Period”** means the period from the Tender Closing Date until the “said date” defined in Condition 6.1 or such longer period as may be extended by JTC pursuant to Condition 6.2.
- 1.1.27 **“Tendered Sale Price”** means in relation to each Tenderer, the price for the lease of the Property which such Tenderer is offering to pay JTC for the Lease Term, as indicated in such Tenderer’s Form of Tender, which excludes GST.
- 1.1.28 **“90-Day Period”** has the meaning ascribed to it in Condition 10.1.

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 date of this Tender Packet, so far as such modification or re-enactment applies or is capable of applying to any transaction under this Tender Packet.
- 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.

2. Tender Subject to Conditions

2.1 JTC is inviting offers for the lease 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 Lease (defined in the Lease Conditions) executed, 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 Sale Price.

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 Brief 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. **Grant of Lease Term**

4.1 The Successful Tenderer shall, subject to the terms of these Conditions of Tender, be granted a lease for the Property for the following period ("**Lease Term**") on the terms and conditions set out in these Conditions of Tender and other documents in the Tender Packet:

Lease Term:	From the Commencement Date until 30 September 2031
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4.2 The lease instrument to be issued to the Successful Tenderer shall be substantially in the form as set out in Appendix B (*Form of Lease*) (the "**Lease Instrument**"). The Lease Instrument will be issued to the Successful Tenderer for execution after possession of the Property has been delivered to the Successful Tenderer in accordance with these Conditions of Tender.

4.3 Within 21 days from the date of receipt of the Lease Instrument from JTC, the Successful Tenderer shall return to JTC the Lease Instrument duly executed by the Successful Tenderer and its solicitors.

4.4 Within 14 days from the date of receipt of the Lease Instrument duly executed by JTC, the Successful Tenderer shall register the Lease Instrument with the Singapore Land Authority and let JTC have evidence of such registration.

4.5 For the avoidance of doubt, the Lease 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 based on the zoning and for the Authorised Use (defined in the Lease Conditions) only. Details of which are set out in the Lease Conditions.

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.

6. **Tender Validity Period**

6.1 Except where Condition 6.2 applies, all tenders submitted shall remain valid from the Tender Closing Date until 22 February 2024 (the "said date").

6.2 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".

6.3 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. **Submission of Tender and Tender Deposit**

7.1 **Form of Tender**

7.1.1 For submission of tender, the Tenderer must:

- (a) print and complete the "Form of Tender" provided in the Tender Packet; and
- (b) print the Submission Label provided in the Tender Packet.

7.1.2 **Tendered Sale Price Not to include GST**

The Tendered Sale Price shall not include any amount of GST in relation to the lease of the Property.

7.1.3 **Submission of Tender**

- (a) The Tenderer shall deposit the duly completed Form of Tender in a sealed envelope which is affixed with the Submission Label provided in 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.

7.2 **Tender Deposit**

Every Tenderer shall pay a tender deposit of at least 5% of the Tendered Sale Price ("**Tender Deposit**"). The Tender Deposit shall not include any amount of GST.

7.3 **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 or by CHEQUE or any other means WILL NOT BE ACCEPTED.								
(b)	To pay the Tender Deposit by way of bank transfer, the Tenderer shall -								
(i)	<p>arrange with his bank(s) to transfer the Tender Deposit, in Singapore Dollars at or before the Tender Closing Time on the Tender Closing Date to -</p> <table border="1"> <tr> <td>FAST bank description:</td> <td>Citibank N.A. Singapore Branch</td> </tr> <tr> <td>Swift Bank Identifier Code (BIC):</td> <td>CITISGSGXXX</td> </tr> <tr> <td>Account name:</td> <td>JTC Corporation</td> </tr> <tr> <td>Account number:</td> <td>0-020459-026</td> </tr> </table> <p>*Do not use automated clearing house network for deposit</p>	FAST bank description:	Citibank N.A. Singapore Branch	Swift Bank Identifier Code (BIC):	CITISGSGXXX	Account name:	JTC Corporation	Account number:	0-020459-026
FAST bank description:	Citibank N.A. Singapore Branch								
Swift Bank Identifier Code (BIC):	CITISGSGXXX								
Account name:	JTC Corporation								
Account number:	0-020459-026								
(ii)	Instruct his bank(s) to indicate the tender deposit description as "[Tenderer's Name] <Space> Petrol Station <Space> [Land Location]" in the bank statement to JTC; and								
(iii)	Attach a copy of the payment advice to the Form of Tender for								

7.4 Forfeiture / Return of Tender Deposit

7.4.1 The Tender Deposit shall be forfeited by JTC if the Tenderer withdraws its tender during the Tender Validity Period. The Tender Deposit shall be refunded without interest to unsuccessful tenderers who have not withdrawn their tenders during the Tender Validity Period. Thereafter, such unsuccessful tenderers shall have no other claim whatsoever against JTC.

7.4.2 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. Rejection and Disqualification of Tender

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

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

8.2.1 Any tender submitted after the Tender Submission Deadline;

8.2.2 Any tender submitted without payment of Tender Deposit;

8.2.3 Any tender submitted without payment of the Tender Deposit effected in accordance with Condition 7.2;

8.2.4 Any tender submitted into the wrong tender box; and

8.2.5 Any tender submitted not in compliance with the requirements set out in the Tender Packet.

8.3 Tenders submitted by the following categories of persons and companies will be disqualified and will not be considered:

8.3.1 persons under the age of 21 years;

8.3.2 persons and companies debarred from participating in tenders or auctions of the Government of Singapore (including ministries), the Authorities and statutory boards;

8.3.3 persons against whom court proceedings for bankruptcy have been commenced;

8.3.4 persons adjudicated bankrupt;

8.3.5 persons who are mentally disordered and incapable of managing themselves or their affairs;

8.3.6 companies against which court proceedings for winding up have been commenced or companies in liquidation;

- 8.3.7 companies placed under receivership and a receiver appointed to manage their affairs; and
 - 8.3.8 companies for which an application has been made for the appointment of a judicial manager or companies placed under judicial management.
- 8.4 Tenders which contain conditions may be disqualified or rejected.

9. **Acceptance of Tender**

- 9.1 As soon as 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.
- 9.2 The date of the Tender Acceptance Letter shall be deemed to be the date of acceptance by JTC of the tender and the Successful Tenderer shall be bound by all the terms and conditions set out in the Tender Packet, including the Lease Conditions and the other parts of these Conditions of Tender.
- 9.3 In the event there are two or more highest tenders submitted with the same highest Tendered Sale Price 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. In the event 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. **Payment of Stamp Duty on Tender Acceptance Letter**

- 10.1 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 90 days from (and including) the date of the Tender Acceptance Letter and the latest by 11:00am on the 90th day from the date of the Tender Acceptance Letter ("**90-Day Period**") furnish to JTC:
 - 10.1.1 a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter; and
 - 10.1.2 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.

10.2 **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.

11. **Payment of Tendered Sale Price, Administrative Fee for preparing issuance of Lease Instrument and Survey Fees**

The Successful Tenderer shall –

11.1 **within 28 days from (and including) the date of the Tender Acceptance Letter** (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:

11.1.1 25% of the Tendered Sale Price (less the Tender Deposit) together with the amount of GST chargeable in relation to the payment of 25% of the Tendered Sale Price; and

11.1.2 \$160.50 (inclusive of GST), being JTC's administrative fees for the issuance of the Lease Instrument referred to in Condition 4.2.

11.2 **on or before the expiry of the 90-Day Period from (and including) the date of the Tender Acceptance Letter** (time in this respect being also the essence of the contract) pay the following to “JTC Corporation” by way of bank transfer to JTC’s Bank Account:

11.2.1 the balance of 75% of the Tendered Sale Price together with the amount of GST chargeable in relation to the payment of such balance amount; and

11.2.2 the costs of the cadastral survey of the Property, amounting to \$9,760.20 (inclusive of GST).

12. **Possession of Property**

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

12.1.1 JTC has received the Completion Items; and

12.1.2 The Existing Occupier (defined below) has delivered vacant possession of the Property to JTC.

12.2 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 **Commencement Date**.

12.3

12.3.1 After JTC’s receipt of the Completion Items, the Successful Tenderer must

take possession of the Property on the Possession Date (defined below).

12.3.2 The phrase "Possession Date" refers to 1 May 2024.

12.3.3 [Not used.]

12.3.4 If, for whatever reason, the Existing Occupier is unwilling or unable to deliver vacant possession of the Property by the Possession Date-

as the case may be, then upon JTC giving written notice to the Successful Tenderer, the Agreement for Lease will terminate and be of no further effect whatsoever, with neither JTC nor the Successful Tenderer having any claim against the other for any costs, expenses, losses or damages or compensation whatsoever. JTC shall as soon as practicable thereafter, refund the Tendered Sale Price (including the Tender Deposit) and all monies paid by the Successful Tenderer to JTC, without interest or compensation whatsoever, to the Successful Tenderer. For the avoidance of doubt, there is no refund of stamp duty by JTC.

12.4 In this Condition 12.1.1 -

12.4.1 The phrase "Completion Items" refer to the following:

- (a) payment in full of the Tendered Sale Price and the GST chargeable in relation to the lease of the Property and all other sums, in accordance with Condition 11 (*Payment of Tendered Sale Price and Administrative Fee for issuance of the Lease*);
- (b) payment in full of all amounts due and payable under Condition 14 (*Payment of Costs and Expenses*); and
- (c) unless Condition 10.2 (*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 10.1 (*Payment of Stamp Duty on Tender Acceptance Letter*).

12.4.2 The phrase "Existing Occupier" refers to the existing occupier at the Property as at the launch of this tender.

13. **Description, Condition and Area of Property**

13.1 The Property shall be taken to be correctly described including as to its area as set out at the beginning of these Conditions of Tender.

13.2 The cadastral survey of the Property has been completed by a land surveyor registered with the Land Surveyors Board under the Land Surveyors Act 1991 in accordance with the Boundaries and Survey Maps (Conduct of Cadastral Surveys) Rules.

13.3 **Payment Required for Cadastral Survey Done**

13.3.1 The costs of the cadastral survey of the Property, amounting to the amount

stated in Condition 11.2.2 (inclusive of GST), shall be paid by the Successful Tenderer to JTC by way of bank transfer to JTC's Bank Account on or before the expiry of the 90-Day Period.

13.3.2 For the avoidance of doubt, the bank transfer must be submitted to and received by JTC on or before the expiry of the 90-Day Period.

13.4 For the avoidance of doubt, JTC shall not be responsible in any way for any negligence, error or omission whatsoever on the part of the land surveyor in carrying out the cadastral survey of the Property or for any error or inaccuracy whatsoever in any cadastral survey plan or any other plan which is prepared or provided by the land surveyor in respect of the Property.

14. **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 Lease and Variation of Lease (if any) and all other costs and expenses incurred or to be incurred in connection with the preparation and completion of the Lease and Variation of Lease (if any) 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 Lease 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 lease of the Property and the supply of any goods or services by JTC to the Successful Tenderer.

15. **Subsisting Rights on the Property**

The Property is to be leased 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.

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

16.1 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:

- 16.1.1 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;
- 16.1.2 the existence of all encroachment, structure and thing on or within the Property, including the encroachment referred to in Condition 16.2;
- 16.1.3 all easements, rights of way and all other encumbrances, if any, affecting the Property;
- 16.1.4 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 Building Works and all activities at the Property shall not in any way affect the Services Infrastructure.

16.2 **Encroachment**

Each Tenderer shall be deemed to be aware of the existence of the encroachment delineated on the Encroachment Survey Plan comprised in the Tender Packet ("**Encroachment**") and the Property is to be taken subject to the Encroachment and all rights which the Land Transport Authority of Singapore may have thereto. The Encroachment shall not frustrate any of the terms and conditions herein contained and shall not annul this tender and there shall be no abatement of the Tendered Sale Price.

- 16.3 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.
- 16.4 Without prejudice to the generality of Condition 16.1, and in addition thereto, the Successful Tenderer acknowledges and confirms that –
 - 16.4.1 the existing occupier of the Property is entitled to retain or remove any item from the Property and return possession of the Property to JTC in whatever state and condition; and
 - 16.4.2 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.

16.5 The Successful Tenderer shall not be entitled for any reason whatsoever to -

16.5.1 withhold payment of any amount;

16.5.2 object to or refuse the delivery of possession of the Property, or any part of it, to it;

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

16.5.4 claim for any compensation or reduction of the Tendered Sale Price; or

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

17. **Environmental Baseline Study**

17.1 The Successful Tenderer is required to comply with the requirements set out in clause 1 (*Environmental Baseline Study*) of the Lease Conditions. The First EBS (referred to in such clause) must be submitted to JTC within 4 months from the Lease Commencement Date.

17.2 JTC may waive the requirement for the aforesaid First EBS if -

(a) the Successful Tenderer is the existing occupier of the Property; and

(b) the Successful Tenderer has already submitted an earlier environmental baseline study which has been accepted by JTC.

18. **Building Works**

18.1 If the Successful Tenderer, at any time during the Lease Term, wishes to carry out Building 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 Building 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 to be retained.

18.2 **Cost of Obtaining Approval for Plans of Building Works**

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

19. **Default and Remedies**

19.1 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:

19.1.1 forfeit the Tender Deposit and all other moneys including any part of the Tendered Sale Price paid under the provisions hereof which shall thereupon belong to JTC;

19.1.2 dispose of, and where possession of the Property has been delivered to the Successful Tenderer in accordance with Conditions 12 (*Possession of Property*), to re-enter upon and resume possession and to dispose of 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 discretion think fit with power to vary or rescind any contract, buy in any auction and/or to dispose of the same and the deficiency in the proceeds (if any) arising on such disposal or attempted disposal 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 proceeds on a disposal shall belong to JTC absolutely; and

19.2 Without affecting JTC's rights under this Condition 19.1, if –

(a) the Successful Tenderer fails to take possession on the Possession Date for whatever reason; or

(b) before the Possession Date –

(b1) (*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; or

(b2) (*for sole-proprietorship / partnership*) your sole-proprietorship / partnership business is deregistered, or no longer exists, for whatever reason;

(b3) 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 –

(c) the Tender Deposit and all other moneys including any part of the Tendered Sale Price paid under the provisions hereof, shall thereupon be forfeited and belong to JTC;

(d) the Agreement for Lease is terminated on the date as specified in such notice; and

- (e) (for the avoidance of doubt) JTC is entitled to the rights and remedies under Condition 19.1.2.

20. **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.

21. **No Assignment without JTC's consent**

- 21.1 Please refer to Clause 12 of the Standard Terms comprised in the Lease Conditions.

22. **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:-

- 22.1 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;
- 22.2 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
- 22.3 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.

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

- 23.1 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.
- 23.2 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.

- 23.3 Such right shall be exercisable by JTC without any payment, charge or fee whatsoever by the Successful Tenderer or any other Tenderer.

24 **General Provisions**

24.1 **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.

24.2 **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.

24.3 **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 or the registration of the Lease Instrument 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 lease of the Property to the Successful Tenderer.

24.4 **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.

24.5 **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.

24.6 **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.

APPENDIX A

FORM OF TENDER¹

Property	² Tendered Sale Price ("Tendered Sale Price")
Land at 33 Jalan Buroh Singapore 619487 also known as MK 06-01833P in the Republic of Singapore	

1. We, the tenderer described below, ("**Tenderer**") refer to the Tender Packet issued by Jurong Town Corporation ("**JTC**") under Tender Reference No.: JTC/EPSPD/PT/0623JB ("**Tender Packet**"). The phrase "Conditions of Tender" in this Form of Tender refers to the Conditions of Tender comprised in the Tender Packet.
2. The Tenderer hereby offers to lease from JTC the Property (defined in the Conditions of Tender) ("**Property**") for the Lease Term (defined in the Conditions of Tender) subject to the terms and conditions contained in the Tender Packet at the Tendered Sale Price as abovementioned.
3. In accordance with the Conditions of Tender, the Tenderer has paid a tender deposit of at least 5% of the Tendered Sale Price ("**Tender Deposit**") by bank transfer to JTC's Bank Account (defined in the Conditions of Tender). Attached hereto is a copy of the payment advice for JTC's verification.
4. The Tenderer acknowledges that payment of the Tender Deposit in CASH or by CHEQUE or any other means WILL NOT BE ACCEPTED.
5. In the event of this tender is accepted by JTC -

¹ For submission of tender, Tenderer should use the printed "Form of Tender" provided in the Tender Packet.

- (a) the Tenderer agrees to comply with each and every of the terms and conditions set out or referred to in the Tender Packet;
- (b) [Not Used.]
- (c) the Tenderer agrees to pay to JTC, the following amounts by the respective payment deadline stated, all by bank transfer to JTC's Bank Account (defined in the Conditions of Tender):

	Amount payable	Payment deadline
(c1)	An amount equivalent to 25% (less the Tender Deposit) of the Tendered Sale Price, together with the GST ² payable in relation to the payment of the said 25% of the Tendered Sale Price; and	Within 28 days from (and including) the date of the Tender Acceptance Letter (defined in the Conditions of Tender)
(c2)	An amount equivalent to JTC's administrative fees for the issuance of the Lease, together with the GST payable in relation to such payment	
(c3)	An amount equivalent to 75% of the Tendered Sale Price together with the GST payable in relation to such payment;	<u>On or before the expiry of the 90-Day Period</u> (defined in the Conditions of Tender) from (and including) the date of the Tender Acceptance Letter
(c4)	An amount equivalent to the costs of the cadastral survey of the Property	

² The Successful Tenderer is required to pay the Goods and Services Tax (GST) on the Tendered Sale Price. The Tendered Sale Price quoted above shall not include any amount of GST.

6 In the event that this tender is unsuccessful or if the whole or any part of the Tendered Sale Price is returned to the Tenderer, JTC is hereby authorised as follows:

Please complete whichever is applicable	
To return tender deposit by GIRO (if paid by way of Bank Transfer)	Please download and complete Direct Credit Authorisation For Electronic Payment form at https://www.jtc.gov.sg/-/media/project/jtc-cx/corpweb/assets/get-help/giro-application-form.pdf

The Tenderer confirms that it will pay for all charges and fees which may be charged by any bank for the return of the aforesaid amounts and that JTC is not responsible for such charges and fees.

6A Description of Tenderer's business operations generally and intended operations specifically at the Property

Please state:

- (i) Primary activity of business
- (ii) Services provided
- (iii) Key customers
- (iv) Intended operations specifically at the Property

7 Particulars of Tenderer³

Particulars and signature of Tenderer are appended below: Please complete either (A) or (B) or (C) (as applicable)

(A)	Where individual(s) is/are tendering Name(s) of Tenderer(s)	NRIC No.(s)	Signature
	i)	i)	
	ii)	ii)	
	iii)	iii)	
	Singapore Address: Singapore Tel No.: Singapore Fax No.: Email Address:		

³ JTC shall have the discretion to publish or to disclose to any person any particulars or information relating to the tenderer. The tenderer shall, by the submission of the Form of Tender, be deemed to have consented without any reservations to any such publication or disclosure by JTC.

(B) ⁴	Where Company or Firm is tendering
	Name of Tendering *Company/Firm :
	Name of Holding Company ⁵ (if any) :
	Address of *Registered Office/Place of business :
	Registration No. of Tendering : *Company/Firm
	Singapore Address :
	Singapore Tel No. :
	Singapore Fax No. :
	Email Address :
	Signature of Authorised Person : Signing for and on behalf of Tendering *Company/Firm
Name of Signatory :	
Position of Signatory In : Tendering *Company/Firm	
NRIC No. of Signatory :	

⁴ Where a tender is submitted jointly by 2 or more companies/firms, this item should be completed to reflect the particulars of all the joint tenderers. If there is insufficient space in the Form of Tender, a separate sheet of paper listing the particulars of the companies/ firms jointly tendering for the Property should be attached together with the Form of Tender.

⁵ As defined under Section 5(4) of the Companies Act 1967.

(C)	<p>Where Sole Proprietorship is tendering</p> <p>Name of Tendering *Sole Proprietorship :</p> <p>Address of *Registered Office/Place of business :</p> <p>Registration No. of Tendering :</p> <p>Singapore Address :</p> <p>Singapore Tel No. :</p> <p>Singapore Fax No. :</p> <p>Email Address :</p> <hr/> <p>Signature of Authorised Person : Signing for and on behalf of Tendering Sole Proprietorship</p> <p>Name of Signatory :</p> <p>Position of Signatory In : Sole Proprietorship</p> <p>NRIC No. of Signatory :</p>

**Delete whichever is not applicable.*

7. Details of Billing Party

Name of Billing Party	
Billing Address	
Tel No.	
Name of Contact Person	

8. Manner of Holding of Property (where there are two (2) or more tenderers):

Manner of Holding	Please tick below accordingly (√)
Joint Tenants	
Tenants-in-common in the following proportions:- _____ share to [insert name of first tenderer] and _____ share to [insert name of second tenderer].	

SUBMISSION LABEL

JTC CORPORATION

Tender Reference No: JTC/EPST/PT/0623JB

Description: SALE OF SITE AT 33 JALAN BUROH SINGAPORE 619487

Closing Date: 22 AUGUST 2023 (TUESDAY) AT 11.00 AM

TENDER BOX NO 5

To: JTC CORPORATION
GROUND FLOOR, THE JTC SUMMIT
8 JURONG TOWN HALL ROAD
SINGAPORE 609434

Note: Unless this slip is pasted on the face of the envelope enclosing the duly completed Form of Tender Document, it will not be accepted.

Particulars of Tenderer:

Name of Tenderer: _____

Singapore Address: _____

Singapore Tel Number: _____

Email Address: _____