

Tender Reference No.: JTC/NEB/PQT/0926

JURONG TOWN CORPORATION

TENDER NOTICE

3 September 2026

To: All Tenderers

PRICE-QUALITY TENDER FOR A 5-YEAR INITIAL TENANCY TERM WITH AN OPTION TO RENEW FOR A FURTHER 4-YEAR TENANCY TERM AT 73A AYER RAJAH CRESCENT, SINGAPORE 139957

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

1. Brief Particulars of Tender

Tender Reference No.:	JTC/NEB/PQT/0926
Premises:	73A Ayer Rajah Crescent Singapore 139957 as demarcated in the attached Plan
Handover condition:	As-is-where-is All fitting out or A&A works shall be borne by the Successful Tenderer.
Net Lettable Area (“NLA”)	2,768 square metres ¹
Term:	5-Year Initial Tenancy Term from the *Tenancy Commencement Date with an option for a further 4-year tenancy term upon the expiry of the 5-Year Initial Tenancy Term <i>*See Tender Packet for details.</i>
Zoning:	White
Authorised Use:	Food and beverage lifestyle hub with optional retail offering
Prevailing Estate Service Charge Rate:	\$1.58 per square metre per month (excluding GST) over the NLA
Tender Submission Deadline:	29 October 2026 (“<u>Tender Closing Date</u>”) , before 11.00 a.m.

¹ Tenderers shall note that this area includes one Bin Centre that is exclusive to the operations of 73A Ayer Rajah Crescent Singapore 139957.

Location of Tender Box for tender submission:	Tender Box No. 5 Ground Floor The JTC Summit 8 Jurong Town Hall Road Singapore 609434
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2. Tender Packet

The Tender Packet may be downloaded from JTC's Website <https://www.jtc.gov.sg/find-space/price-quality-tender> and comprises the following:

2.1 This Tender Notice; and

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

Appendix 1:	Details of the Premises comprising:	
	Annex-1A:	Location Plan
	Annex-1B:	Floor Plans
	Annex-1C:	Particulars of the Premises
Appendix 2:	Particulars of Tendered Monthly Gross Rent	
Appendix 3:	Particulars of Tenderer's Quality Proposal	
Appendix 4:	Technical Conditions of Tender	
Appendix 5:	Evaluation Criteria and Guidelines	
Appendix 6:	Tenancy Conditions (including Part 1 (Details), Part 2 (Key Terms), Part 3 (Special Terms) and Part 4 (Standard Terms))	
	Annex-6A:	GIRO authorization form
Appendix 7:	Instructions to Tenderers comprising:	
	Annex-7A:	Annex 7A-1 (Form of Tender A (Quality Proposal)); and Annex 7A-2 (Form of Tender B (Price Proposal)).
	Annex-7B:	Declaration on Financial Solvency

	Annex-7C:	Declaration On Unaudited Financial Statements
	Annex-7D:	Financial Health Checklist
	Annex-7E:	Tenderer's Information for Financial Health
	Annex-7F:	Checklist for Submission of Tender
	Annex-7G:	Envelope Label

3. **Submission of Tender**

3.1 You are required to strictly conform to the instructions and requirements contained in the Tender Packet for the submission of tender. Please also refer to Appendix 7 (*Instructions to Tenderers*).

3.2 The timelines for this tender are set out below:

S/N	Items	Date/Time/ Timelines (Singapore)
1.	Tender Launch Date	3 September 2026
2.	Tender Closing Date	29 October 2026
3.	Tender Submission Deadline	11.00 a.m. on Tender Closing Date
4.	Tender Interview (for shortlisted Tenderers only)	2 November 2026 to 6 November 2026
5.	Announcement of Successful Tender	December 2026

3.3 All tenders must be physically deposited into the Tender Box at the location mentioned above by 11.00 am on the Tender Closing Date ("**Tender Submission Deadline**"). 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.

3.4 JTC may at its sole and absolute discretion and prior to the timelines above change any of the timelines in the above table to such later date(s) or time(s), and any such change will be announced or published at JTC's Website <https://www.jtc.gov.sg/find-space/price-quality-tender>. Each Tenderer shall be deemed to have agreed and accepted such amended timeline announced or published by JTC.

3.5 JTC reserves the right at any time to withdraw this tender at any time before or after the Tender Closing Date without being liable for any costs, expenses, losses and/or damages incurred by the interested Tenderers whatsoever.

4. **Compulsory Tender Briefing and Site Visit**

- 4.1 There will be a tender briefing and site visit held for this Price-Quality Tender.
- 4.2 Attendance for the tender briefing and site visit is **compulsory**.
- 4.3 Please refer to JTC's Website (<https://www.jtc.gov.sg/find-space/price-quality-tender>) for details of the tender briefing and site visit.
- 4.4 Tenderers are required to pre-register their attendance for the tender briefing and site visit via this link: <https://go.gov.sg/73aarcpgt> before the tender briefing date.

5. **Enquiries**

- 5.1 All enquiries or clarifications of interested Tenderers pertaining to this Price-Quality Tender shall be clearly set out with the Tender Reference No. "JTC/NEB/PQT/0926" 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.

Name of Officer: Ms Sherise Sheng

Email Address: Sherise_SHENG@jtc.gov.sg

- 5.2 All other mode of enquiries (e.g. telephone enquiries etc.) shall not be entertained.

6. **Shortlisted Tenderers**

- 6.1 Shortlisted Tenderers may be required to attend a tender interview on such date as advised by JTC.

7. **Tender Terms and Requirements**

- 7.1 This Tender Notice highlights only some of the points of the Price-Quality Tender. All tenders must comply with the terms and requirements as set out in the Tender Packet.
- 7.2 Tenderers are **strongly advised** to check JTC's Website <https://www.jtc.gov.sg/find-space/price-quality-tender> 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 the Tenderers is not required as each published addendum letter and corrigendum shall be deemed to be part of the Tender Packet.

Yours faithfully,

(signed)
Sherise Sheng
Assistant Manager
Commercial and Community Division
Email: Sherise_SHENG@jtc.gov.sg

CONDITIONS OF TENDER

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PRICE-QUALITY TENDER**CONDITIONS OF TENDER****1. Introduction**

- 1.1 Tenderers are invited to tender for the tenancy of the following Premises, briefly described below by Price-Quality Tender.

Premises:	All of that space delineated in red and shown in Annex-1A (Location Plan) and Annex-1B (Plans) and known as 73A Ayer Rajah Crescent Singapore 139957 More details can be found at Annex 1C (<i>Particulars of Premises</i>)
Net Lettable Area (NLA)	2,768 square metres ²
Term:	5-Year Initial Tenancy Term from the *Tenancy Commencement Date with an option for a further 4-year tenancy term upon the expiry of the 5-Year Initial Tenancy Term *See Tender Packet for details.
Rent-free period for fitting out:	4 months from and including the *Tenancy Commencement Date *See Tender Packet for details.
Zoning:	White
Authorised Use:	Food and beverage lifestyle hub with optional retail offering
Handover Condition:	As-is-where-is

2. [Not Used]**3. Objectives of Price-Quality Tender for the Premises**

- 3.1 One-North is Singapore's leading research and innovation business park, comprising a vibrant ecosystem of startups, multinational corporations, research institutions, and technology companies. Within One-North, LaunchPad serves as a key startup cluster and entrepreneurship hub. The Premises, 73A Ayer Rajah Crescent, is centrally located within LaunchPad, and it plays an important role in supporting the dining, social, and community needs of the wider One-North ecosystem.
- 3.2 The Premises is currently operated by Timbre+ ("**Current Operator**") as a food hall and lifestyle destination comprising multiple food stalls, communal dining spaces, and event areas. With the Current Operator's tenancy expiring on 31 July 2027, JTC is calling this

² Tenderers shall note that this area includes one Bin Centre that is exclusive to the operations of 73A Ayer Rajah Crescent Singapore 139957.

Price-Quality Tender (“PQT”) to appoint one suitable master operator to revitalise and reposition the Premises based on an initial 5-year tenancy term from the tenancy commencement date, with an option for a further 4-year tenancy term. Through this PQT, JTC seeks to transform the Premises into a vibrant and operationally sustainable food hall with strong operator-led curation, an enhanced user experience, and the ability to sustain footfall across both day and evening periods. The refreshed concept is expected to prioritise affordability, a diverse and differentiated tenant mix, comfortable and inviting dining spaces, and appropriate day-to-night activities, while supporting informal interactions and community engagement within the One-North ecosystem.

- 3.3 Tenderers are encouraged to propose innovative yet operationally feasible concepts that can improve the overall attractiveness, vibrancy, and commercial sustainability of the Premises. As part of their submissions, Tenderers may also propose additions and alterations (“**A&A**”) to the internal areas of the Premises, including spatial reconfiguration and design enhancements, which will be subject to JTC’s assessment and approval during the PQT. Through this PQT, greater emphasis will be placed on the quality, distinctiveness and feasibility of the Tenderer’s concept, including its ability to enhance user experience, contribute to the vibrancy of the Premises, and support long-term commercial sustainability.
- 3.4 The Premises will be handed over to the Successful Tenderer on an **as-is-where-is basis**. The Successful Tenderer is responsible for carrying out and bearing all costs and expenses associated with the Successful Tenderer’s Works to the Premises. JTC will provide a rent-free fitting-out period of four (4) months only, and no extension of the rent-free period will be granted. The Successful Tenderer may, at its own cost, take more than **four (4) months** to complete its fitting-out and A&A works, provided that rent shall be payable to JTC from the fifth (5th) month onwards, notwithstanding that such works remain ongoing. In all cases, all fitting-out and A&A works must be fully completed, and the Premises must commence and be open for business no later than **31 March 2028**.
- 3.5 Tenderers must note the following -
- (a) there are around twenty-five (25) existing stallholders at the Premises whose tenancies with the Current Operator will expire on **31 July 2027** (“**Affected Sub-Tenants**”). In respect of these Affected Sub-Tenants, the Successful Tenderer has the flexibility to determine which of such Affected Sub-Tenants will be retained at such Affected Sub-Tenant’s current stalls within the Premises, based on tenancy terms and conditions (including rent) to be agreed between the Successful Tenderer and the relevant Affected Sub-Tenant. Please refer to Condition 17A.2 of the Conditions of Tender for more details on the Affected Sub-Tenants;
 - (b) there are up to fourteen (14) existing stallholders at the Premises pursuant to tenancies with the Current Operator, who must be allowed to continue their respective operations at their current respective stalls, on or after the Tenancy Commencement Date (“**Non-Affected Sub-Tenants**”). Unless the tenancy of the relevant Non-Affected Sub-Tenants has been terminated by the Current Operator, the Successful Tenderer must by the Tenancy Commencement Date enter into binding tenancy agreements with each of the Non-Affected Sub-Tenants for a tenancy term commencing from the Tenancy Commencement Date to 30 September 2028 (or such later date as the Successful Tenderer and the relevant Non-Affected Sub-Tenant may agree), on tenancy terms and conditions to be agreed between the Successful Tenderer and the relevant Non-Affected Sub-Tenant save for rent payable, which must be based on the contracted rent payable

by the relevant Non-Affected Sub-Tenants to the Current Operator as at 31 July 2027. Please refer to Condition 17A.3 of the Conditions of Tender for more details on the Non-Affected Sub-Tenants.

- 3.6 The Successful Tenderer shall accept the Premises with such subsisting tenancies.

4. Tender Subject to Conditions

- 4.1 JTC is inviting offers for the tenancy of the Premises by tender on the terms and conditions contained in the Tender Packet.
- 4.2 The Tender Packet may be downloaded from JTC's Website defined below.
- 4.3 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.
- 4.4 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.

5. Knowledge of Contents of Tender Packet

- 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, the Technical Conditions of Tender and all additions, variations and amendments to these Conditions of Tender, 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 Date.
- 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, which the Tenderer deems necessary.
- 5.3 All plans in the Tender Packet in respect of are attached as a guide only. All aspects of the plans, details, guidelines, dimensions, descriptions and proposals given in the plans are subject to JTC's deletions, alterations, amendments, variations, and revisions without prior notice.
- 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.

- 5.5 No error, omission, misstatement or incorrect 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 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 any reduction of amounts payable under this Tender.

6 Details of the Premises

- 6.1 The location and particulars of the Premises are set out in **Appendix 1** (*Details of the Premises*).
- 6.2 The technical requirements and information for the Premises are set out in **Appendix 4** (*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.

6A Tenancy Term

- 6A.1 JTC shall rent the Premises 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:	5-year Initial Tenancy Term from the Tenancy Commencement Date with an option for a further 4-year tenancy term, upon the expiry of the 5-Year Initial Tenancy Term
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- 6A.2 For the avoidance of doubt, **Appendix 6** (*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.
- 6A.3 Please refer to **Appendix 6** (*Tenancy Conditions*) for the terms in respect of the option for a further 4-year tenancy term upon the expiry of the 5-Year Initial Tenancy Term.

7 Authorised Use

- 7.1 The Successful Tenderer must use the Premises for the Authorised Use (defined in **Appendix 6** (*Tenancy Conditions*)) only.
- 7.2 Each Tenderer is required to ascertain the exact and detailed conditions and requirements of the Authorities in respect of the Authorised Use and shall at its own cost and expense observe and comply with the same.
- 7.3 Where licences, approvals or permits are required for the Authorised Use, the Successful Tenderer shall, at its own cost and expense, obtain all the requisite licences and approvals from the Authorities, and comply with all their requirements and conditions. No allowance in payment of any monies due under these Conditions of Tender, including the Tendered

Monthly Gross Rent, or refund of payments shall be made for any period before such licence, permission or approval is granted, or if the same is rejected by the Authorities.

8 State and Condition of the Premises

8.1 The Successful Tenderer shall accept the Premises on an “**as is where is**” basis (including any defects (latent, inherent or otherwise)) subject to the tenancies referred to in Condition 3.5 above, and in all respects as at the Possession Date. The Successful Tenderer 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:

8.1.1 the actual state and condition of the Premises 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 Premises;

8.1.2 the existence of all encroachment, structure and thing on or within the Premises;

8.1.3 all easements, rights of way and all other encumbrances, if any, affecting the Premises;

8.1.4 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 existing, is adjacent to, across, around, on, under or within the Premises and which 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 Premises shall not in any way affect the Services Infrastructure.

8.1A The Premises 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.

8.2 The Premises 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 of the Premises.

8.3 Without prejudice to the generality of Condition 8.1, and in addition thereto, the Successful Tenderer acknowledges and confirms that –

8.3.1 [Not Used];

8.3.2 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 Premises before delivering possession of the Premises to the Successful Tenderer,

and the Successful Tenderer shall not raise any objection or requisition whatsoever in respect thereof.

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

- 8.4.1 withhold payment of any amount;
- 8.4.2 object to or refuse the delivery of possession of the Premises, or any part of it, to it;
- 8.4.3 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);
- 8.4.4 claim for any compensation or reduction of the Tendered Monthly Gross Rent; or
- 8.4.5 require JTC to remove any encroachment, structure, or thing present on or within the Premises.

9 Tender Validity Period

- 9.1 Except where 9.2 applies, all tenders submitted shall remain valid for 6 months from the Tender Closing Date ("**said date**").
- 9.2 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, and such extended date shall also form part of and be referred to as the "Tender Validity Period".
- 9.3 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.
- 9.4 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.
- 9.5 No Tenderer may withdraw its tender after the Tender Closing Date.
- 9.6 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.

10 Submission of Tender

- 10.1 To achieve the Objectives at Condition 3 of these Conditions of Tender, a two-envelope Price-Quality Tender is used whereby Tenderers are required to submit their Price Proposal and Quality Proposal in 2 separate envelopes in the manner set out in **Appendix 7** (*Instructions to Tenderers*) for JTC's evaluation.
- 10.2 Tenderers must –

- (a) comply with all of the instructions and requirements for submission of tender proposals; and
- (b) submit all the documents and payment,

in accordance with the instructions and requirements set out in the **Appendix 7** (*Instructions to Tenderers*) and these Conditions of Tender.

10.3 For more information on the submission of tender, please refer to **Appendix 7** (*Instructions to Tenderer*).

11. Payment of Tender Deposit

11.1 Each Tenderer must pay a tender deposit of **S\$58,903.00** ("**Tender Deposit**") by the Tender Closing Date in the manner stipulated in Condition 11.2. The Tender Deposit shall not include any amount of GST.

11.2 The Tender Deposit shall be paid at the time of the tender submission by way of bank transfer to JTC's bank account 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) arrange with his bank(s) to transfer the Tender Deposit, in Singapore Dollars to -	
FAST bank description:	Citibank NA Singapore Branch
Swift Bank Identifier Code (BIC):	CITISGSGXXX
Bank Code:	7214
Bank Account Number	0-020459-026
(ii) Instruct his bank(s) to include "[Tenderer's Name]/ JTC/NEB/PQT/0926" for the tender deposit payment in the bank transfer to JTC; and	
(iii) Attach a copy of the payment advice to the Form of Tender for JTC's verification.	

11.3 The Tender Deposit must be paid in Singapore Dollars, exclusive of all bank charges and administrative fees which must be borne by each Tenderer.

11.4 In the event that any failure to effect payment of the Tender Deposit or any amount thereof in accordance with Condition 11.1 is due to any error, omission or other irregularity for the bank transfer effected for the purpose of the payment of the Tender Deposit or any amount thereof, or in the information provided in the Form of Tender, JTC may at its discretion allow the Tenderer to rectify such error, omission or irregularity within such time as JTC

may specify (which in any event shall not be later than **5:00 pm** on the Tender Closing Date).

- 11.5 If any error, omission or irregularity referred to in Condition 11.4 is for any reason whatsoever not rectified so as to effect the payment of the Tender Deposit or any amount thereof within the time specified by JTC, the tender shall be rendered disqualified.

12 Forfeiture / Return of Tender Deposit

- 12.1 The Tender Deposit paid by the Tenderer, or (as the case may be) the Successful Tenderer, shall be forfeited in full to JTC if any of the following events occur:

12.1.1 such Tenderer withdraws its tender or notifies JTC of its withdrawal during the Tender Validity Period; or

12.1.2 such Tenderer withdraws its tender or notifies JTC of its withdrawal after the announcement of such Tenderer as the Successful Tenderer.

- 12.2 Any amendment by any Tenderer of its tender or any part thereof after 11.00 am on the Tender Closing Date shall, unless expressly allowed by JTC, be deemed to be a withdrawal of such tender.

- 12.3 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. The refund of the Tender Deposit shall be made to the bank account from which the Tender Deposit was paid from. Thereafter, such unsuccessful tenderer shall have no other claim whatsoever against JTC.

13 Rejection and Disqualification of Tender

- 13.1 JTC reserves the right to reject any of the following:

13.1.1 the tender with the highest Tendered Monthly Gross Rent, or any tender, or part thereof; and

13.1.2 any tender submitted by a Tenderer which in JTC's sole opinion, fails to demonstrate the Tenderer's capability to undertake the obligations required under these Conditions of Tender including (for the avoidance of doubt) the Tenancy Conditions.

- 13.2 The following tenders will be disqualified and will not be considered:

13.2.1 Any tender submitted after the Tender Submission Deadline;

13.2.2 Any tender submitted without payment of the Tender Deposit;

13.2.3 Any tender submitted without payment of the Tender Deposit effected in accordance with Condition 11.2;

13.2.4 Any tender submitted into the wrong tender box;

- 13.2.5 Any tender submitted not in compliance with the requirements set out in the Tender Packet;
 - 13.2.6 Any tender submitted by a Tenderer which, in JTC's sole opinion, does not meet or satisfy both the Eligibility Criteria and Critical Criteria set out in **Appendix 5** (*Evaluation Criteria and Guidelines*);
 - 13.2.7 Any tender submitted without the Quality Proposal Enclosure referred to in **Appendix 3** (*Particulars of Tenderer's Quality Proposal*); and
 - 13.2.8 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.
- 13.3 Tenders submitted by the following categories of persons and companies will be disqualified and will not be considered:
- 13.3.1 persons under the age of 21 years;
 - 13.3.2 persons and companies debarred from participating in tenders or auctions of the Government of Singapore (including ministries), the Authorities and statutory boards;
 - 13.3.3 persons against whom court proceedings for bankruptcy have been commenced;
 - 13.3.4 persons adjudicated bankrupt;
 - 13.3.5 persons who are mentally disordered and incapable of managing themselves or their affairs;
 - 13.3.6 companies against which court proceedings for winding up have been commenced or companies in liquidation;
 - 13.3.7 companies placed under receivership and a receiver appointed to manage their affairs; and
 - 13.3.8 companies for which an application has been made for the appointment of a judicial manager or companies placed under judicial management.
- 13.4 Tenders which contain conditions may be disqualified or rejected.

14 Evaluation of Tender

- 14.1 After the Tender Closing Date, JTC will assess and evaluate the tenders submitted based on the 2-stage approach as set out in **Appendix 5** (*Evaluation Criteria and Guidelines*).
- 14.2 Tenderers' Quality Proposal will be scored first (Quality score). The Price envelope will then be opened for scoring (Price score). Each Tenderer's total score will be based on a summation of their Quality score and Price score. Subject to 14.4 below, the tender will be awarded to the Tenderer with the highest combined score.

- 14.3 Without prejudice to JTC's rights to evaluate and decide on the tenders at JTC's sole absolute discretion, JTC will evaluate the tenders submitted based on the criteria set out in **Appendix 5** (*Evaluation Criteria and Guidelines*).
- 14.4 Notwithstanding the criteria set out in **Appendix 5** (*Evaluation Criteria and Guidelines*) and without prejudice to Condition 13.1, 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.

15 Acceptance of Tender

- 15.1 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.
- 15.2 In the event, upon evaluation in accordance with the criteria set out in **Appendix 5** (*Evaluation Criteria and Guidelines*), there are two (2) or more eligible Tenderers each complying with all the requirements in this Tender Packet (including, for the avoidance of doubt, the Conditions of Tender) with the **same highest Tendered Monthly Gross Rent** (collectively, the "**Tied Bidders**") and JTC has, after due consideration of all the tenders submitted, assessed that either or any one of these Tied Bidders may be accepted, –
- 15.2.1 JTC **may**, on or before the expiry of the Tender Validity Period, carry out a random ballot of the Tied Bidders to select one of them for acceptance;
- 15.2.2 if JTC decides to carry out the aforesaid random ballot, which JTC is not obliged to, JTC shall invite the Tied Bidders to witness the random ballot on such date and time as specified in JTC's invitation to such Tied Bidders;
- 15.2.3 if any of the Tied Bidders is not present at the random ballot (if any) on the specified date and time, JTC shall proceed with the random 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 Premises; and
- 15.2.4 JTC shall not be obliged to entertain any query or request made by any Tied Bidders as to the conduct of such random ballot on any ground whatsoever.
- 15.3 After JTC has selected the successful Tenderer ("**Successful Tenderer**"), JTC shall inform the Successful Tenderer of the acceptance of its tender by letter ("**Tender Acceptance Letter**") sent to it by email to the email address given in its Form of Tender and the Tender Acceptance Letter so sent shall be deemed to have been received by the Successful Tenderer. 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 Tenancy Conditions and the other parts of these Conditions of Tender. The Tender Acceptance Letter will be issued on or before 31 December 2026.
- 15.4 JTC's acceptance of the Successful Tenderer's tender and the right to the Tenancy of the Premises as set out in the Tender Acceptance Letter shall be personal to the Successful Tenderer and shall not be transferable or assignable.

- 15.5 Unless otherwise expressly agreed in writing by JTC, the Successful Tenderer shall strictly adhere to the proposal submitted in its tender and shall not deviate from it.
- 15.6 The Tendered Monthly Gross Rent stated in the Successful Tenderer's Form of Tender B (Price Proposal) at **Annex-7A to Appendix 7** will be the gross rent payable each month during the 5-Year Initial Tenancy Term.

16 Payment of Stamp Duty on Tender Acceptance Letter

- 16.1 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 from (and including) the date of JTC's Tender Acceptance Letter and shall within 7 days thereafter furnish to JTC:

- 16.1.1 a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter; and
- 16.1.2 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.

16.2 Extension of Time for Payment of Stamp Duty

Where stamp duty is payable and 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.

16A Payment of Tendered Monthly Gross Rent, Service Charge and Security Deposit

The Successful Tenderer must **within 30 days from (and including) the date of the Tender Acceptance Letter** (time in this respect being of the essence) –

- 16A.1 pay the following by way of bank transfer to JTC's designated bank account mentioned below:

Account Name	JTC Corporation
Bank Name	Oversea-Chinese Banking Corporation Limited
Bank Account Number	501104970001
SWIFT code	OCBCSGSG
Please quote the Tender Reference number " <i>JTC/NEB/PQT/0926</i> " in your payment and provide JTC with a copy of the payment advice for verification. The amount payable should be in Singapore Dollars, exclusive of any bank charges and/or administrative fees which shall be paid by the Successful Tenderer.	

- 16A.1.1 the Tendered Monthly Gross Rent (less the Tender Deposit) for the first month, together with the amount of GST chargeable on the Tendered Monthly Gross Rent for the first month of the Tenancy;

16A.1.2 an amount calculated at \$1.58 per square metres of the Net Lettable Area of 2,768 square metres, together with the amount of GST chargeable thereon, being the Service Charge for the first month of the Tenancy; and

16A.1.3 an amount equivalent to one (1) month of the Tendered Monthly Gross Rent being the security deposit under the Tenancy.

16A.2 submit to JTC, the duly completed and signed GIRO authorization form in the prescribed form set out at Annex-6A of Appendix 6 (*Tenancy Conditions*) of the Tender Packet.

17 Possession of Premises

17.1 Possession of the Premises shall be delivered to the Successful Tenderer, only after –

17.1.1 JTC has received the Completion Items; and

17.1.2 [Not Used].

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

17.3 The Successful Tenderer must take possession of the Premises after JTC's receipt of the Completion Items.

17.4 In this Condition 17, the phrase "**Completion Items**" refer to the following:

- (a) payment in full of the Tendered Monthly Gross Rent and the GST chargeable in relation to the Tenancy in accordance with Condition 16A (*Payment of Tendered Monthly Gross Rent, Service Charge, and Security Deposit*); and
- (b) the duly completed and signed GIRO authorization form referred to in Condition 16A.2.

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

17.5.1 withhold payment of any monies;

17.5.2 object to or refuse to accept the delivery of possession of the Premises or any part thereof to it;

17.5.3 delay or refuse to observe or perform any term or condition of the Conditions of Tender including (for the avoidance of doubt) the Tenancy Conditions;

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 Premises.

17A Transition Arrangement and Adherence to Timeline Stipulated by JTC

17A.1 As stated in Condition 3.2, the Current Operator's tenancy at the Premises will expire on 31 July 2027.

17A.2 In respect of the **Affected Sub-Tenants** (defined at Condition 3.5(a)), the Successful Tenderer has the flexibility to determine which of such Affected Sub-Tenants will be retained at such Affected Sub-Tenant's current stalls within the Premises, based on tenancy terms and conditions (including rent) to be agreed between the Successful Tenderer and the relevant Affected Sub-Tenant provided that there shall not be any rent, service charges or any other charges payable to the Successful Tenderer by such Affected Sub-Tenants who are retained during the Successful Tenderer's Rent-free period for fitting out, and that these Affected Sub-Tenants are granted a rent-free period equivalent to the Successful Tenderer's fit-out period on site, to compensate for their loss of operating time during this period.

17A.3 In respect of the **Non-Affected Sub-Tenants** (defined at Condition 3.5(b)), unless the tenancy of the relevant Non-Affected Sub-Tenants has been terminated by the Current Operator, the Successful Tenderer must grant each of the Non-Affected Sub-Tenants a tenancy of their respective existing stalls on the terms and conditions which must include the following –

17A.3.1 the term for such tenancy with each of the Non-Affected Sub-Tenants shall be for a term from 1 August 2027 to 30 September 2028, or such later date as may be mutually agreed between the Successful Tenderer and the relevant Non-Affected Sub-Tenant;

17A.3.2 the rent and other charges payable for such tenant, shall be based on the contracted rent and other charges (if any) payable by the relevant Non-Affected Sub-Tenants to the Current Operator as at 31 July 2027 under their respective tenancies; and

17A.3.3 there shall be no rent or any other charges payable by Non-Affected Sub-Tenants to the Successful Tenderer during the Successful Tenderer's Rent-free period for fitting out.

17A.4 The Successful Tenderer must comply with the following timelines stipulated by JTC:

Timeline	Requirement
By 31 January 2027 (or any such later date as stipulated by JTC)	<u>In respect of the Affected Sub-Tenants (defined at Condition 3.5(a) above)</u>, the Successful Tenderer must by 31 January 2027 (or any such later date as stipulated by JTC), enter into binding tenancy agreements with the relevant the Affected Sub-Tenants whom the Successful Tenderer intends to retain, for the relevant Affected Subtenants' continued operations at their current stalls within the Premises, based on terms and conditions as provided at Condition 17A.2 above. <u>In respect of the Non-Affected Sub-Tenants (defined at Condition 3.5(b) above)</u>, the Successful Tenderer must by 31 January 2027 (or any such later date as stipulated by JTC), enter into binding tenancy agreements with each of the

	Non-Affected Sub-Tenants based on terms and conditions as provided at Condition 17A.3 above.
On 1 August 2027	The Successful Tenderer must take possession of the Premises on an as-is-where-is basis from JTC. Tenancy Commencement Date for the 5-Year Initial Tenancy Term and Rent-free period for fitting out, will commence on this date.
On 1 December 2027	The Successful Tenderer shall commence rental payments to JTC from this date, following the expiry of the four (4)-month rent-free fitting-out period.
No later than 31 March 2028	The Successful Tenderer must complete its Works at the Premises and commence operations at the Premises based on the Authorised Use no later than this date.

- 17A.5 JTC reserves the right to amend the above timelines from time to time. Any changes to the timelines shall be communicated to the Successful Tenderer in the Tender Acceptance Letter.

18 Works

- 18.1 If, at any time during the Term, the Successful Tenderer wishes to carry out any 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.
- 18.2 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 its own cost and expense.

19 [Not Used]

20. [Not Used]

21. [Not Used]

22 Authorities' and JTC's Requirements

- 22.1 Following JTC's acceptance of the Successful Tenderer's tender pursuant to Condition 15 (*Acceptance of Tender*) and subject to JTC being satisfied that the Successful Tenderer

has fulfilled the conditions as stipulated by JTC, the Successful Tenderer shall, at its own cost and expense:

- 22.1.1 apply and obtain all required regulatory or other approvals, consents and licences and, observe and comply with the provisions of all rules, regulations, orders and other statutory provisions in force from time to time and applicable, in respect of the Premises, the Authorised Use, and the activities thereon;
- 22.1.2 observe and comply with all terms, conditions, requirements, notices and directions imposed or issued by any relevant Authorities in respect of the Premises, the Authorised Use, and the activities thereon; and
- 22.1.3 observe and comply with all other requirements and directions specified by JTC in respect of the Premises, the Authorised Use and activities at the Premises (including (for the avoidance of doubt) the Tenancy Conditions).

23 Default and Remedies

- 23.1 If the Successful Tenderer shall for whatever reason fail to observe or perform or fail to ensure the due performance of any of these Conditions of Tender, JTC shall be entitled to and may–
 - 23.1.1 forfeit the Tender Deposit and all other moneys including any part of the Tendered Monthly Gross Rent and security deposit under the Tenancy, paid under the provisions hereof which shall thereupon belong to JTC; and
 - 23.1.2 re-let the Premises and any interest therein, and (where possession of the Premises has been delivered to the Successful Tenderer in accordance with Condition 17 (*Possession of Premises*)), to re-enter upon and resume possession of and re-let the Premises and any interest therein as if the Successful Tenderer has never submitted a tender under these Conditions of Tender, 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 re-let the same and the deficiency (if any) in the monthly Gross Rent arising on such re-letting or attempted re-letting 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; and
 - 23.1.3 Without affecting JTC's rights under this Condition 23, 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)* the 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 Monthly Gross Rent and security deposit paid under the provisions hereof, shall thereupon be forfeited and belong to JTC;
- (d) the Tenancy 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 23.1.2.

24 Reversionary rights of JTC not affected

- 24.1 No length of time or of enjoyment of the Successful Tenderer of the Premises shall give a right to it to retain the Premises 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 Premises.

25. 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:-

- 25.1 the Authorities and JTC shall debar the Successful Tenderer and any Tenderer that provides false information and/or 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;
- 25.2 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 including the Technical Conditions of Tender and Tenancy Conditions; and
- 25.3 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 including the Technical Conditions of Tender and Tenancy Conditions, on the part of the Successful Tenderer or the employees or agents of the Successful Tenderer.

26 No Reproduction or Retention

- 26.1 No portion of this Tender Packet and its supporting documents may be reproduced mechanically, electronically or by any other means, without the written permission of JTC.
- 26.2 JTC may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by JTC.

27 Intellectual Property Rights and Ownership of Submissions

- 27.1 All documents and items 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.
- 27.2 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.
- 27.3 Such right shall be exercisable by JTC without any payment, charge or fee whatsoever by the Successful Tenderer or any other Tenderer.

28 General Provisions

28.1 Manner of Payment of Money

Payment of any amount payable under or pursuant to these 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.

28.2 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.

28.3 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 Premises to the Successful Tenderer.

28.4 **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.

28.5 **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.

28.6 **Contracts (Rights of Third Parties) Act 2001**

No person (other than JTC and the Successful Tenderer) shall have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms and conditions contained in the Tender Packet.

29 **Definitions and Interpretations**

29.1 **Definitions**

In these Tender Packet (including all the appendices and annexes referred to therein), except where the context otherwise requires, the following expressions shall bear the following meanings:

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

29.1.2 “**Conditions of Tender**” means these Conditions of Tender, including the Technical Conditions of Tender, Tenancy Conditions and all other Appendices and Annexes, comprised in the Tender Packet. The provisions in the Appendices 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.

29.1.3 “**Corrigenda**” refers to all alterations, variations and additions in all addendum letters and corrigenda, issued or published by JTC at JTC’s Website prior to the Tender Closing Date, and all other relevant documents (including plans, drawings

and reports), relating to the tender which may be obtained from JTC's Website prior to the Tender Closing Date.

- 29.1.4 "**Form of Tender**" means in relation to each Tenderer, its tender submitted in accordance with these Conditions of Tender, in the forms attached at **Annex-7A**.
- 29.1.5 "**Government**" means the Government of the Republic of Singapore.
- 29.1.6 "**GST**" means goods and services tax chargeable under the Goods and Services Tax Act 1993 of Singapore.
- 29.1.7 "**Gross Rent**" has the meaning ascribed to it in Appendix 2 (*Particulars of Tendered Monthly Gross Rent*).
- 29.1.8 "**JTC**" means the Jurong Town Corporation (also known as "JTC Corporation") established under the Jurong Town Corporation Act 1968, its successors-in-title, assigns and includes its duly appointed employees and agents.
- 29.1.9 [Not Used].
- 29.1.10 "**JTC's Website**" refers to <https://www.jtc.gov.sg/find-space/price-quality-tender>.
- 29.1.11 "**person**" includes corporations and firms.
- 29.1.12 "**Possession Date**" refers to the date the Premises is handed over to the Successful Tenderer by JTC in accordance with Condition 17.
- 29.1.13 "**Premises**" means the property mentioned in the Tender Notice and briefly described in Appendix 1 (Details of the Premises).
- 29.1.14 "**Successful Tenderer**" has the meaning ascribed to it in Condition 15.3 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.
- 29.1.15 "**Technical Conditions of Tender**" means the design and technical requirements attached to the Conditions of Tender at Appendix 4 (Technical Conditions of Tender) and shall include all the annexes thereto.
- 29.1.16 [Not Used]
- 29.1.17 "**Tenancy Commencement Date**" means the date on the Possession Date.
- 29.1.18 "**Tenancy Conditions**" means the conditions, relating to the tenancy of the Premises subject to and on the conditions set out in these Conditions of Tender, and as set out in **Appendix 6**.
- 29.1.19 "**Tender Acceptance Letter**" has the meaning ascribed to it in Condition 15.3.
- 29.1.20 "**Tender Closing Date**" means **29 October 2026**, or such later date, or time, as may be changed by JTC.

- 29.1.21 **"Tender Deposit"** refers to the amount set out in Condition 11.1. The Tender Deposit shall not include GST.
- 29.1.22 **"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 3 of the Tender Notice.
- 29.1.23 **"Tender Packet"** refers to the Tender Notice for Tender Reference No. JTC/NEB/PQT/0926, these Conditions of Tender, the Technical Conditions of Tender, and includes (for the avoidance of doubt) all addendum letters and Corrigenda announced or published by JTC at JTC's Website for Tender Reference No. **JTC/NEB/PQT/09z26** prior to the Tender Closing Date, and all other relevant documents which may be obtained from JTC's Website.
- 29.1.24 **"Tender Validity Period"** means **six (6) months** from the Tender Closing Date, or such longer period as may be extended by JTC pursuant to Condition 9.
- 29.1.25 **"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 B (*Price Proposal*) which excludes GST.
- 29.1.26 **"Tenderer"** means a person who has submitted a Form of Tender (in the format prescribed by JTC) in accordance with the requirements of the Tender Packet.
- 29.1.27 **"Term"** refers to the 5-Year Initial Tenancy Term, commencing from the Tenancy Commencement Date, with an option for a further 4-year tenancy term upon the expiry of the 5-Year Initial Tenancy Term.
- 29.1.28 **"Tied Bidders"** has the meaning ascribed to it in Condition 15.4.
- 29.1.29 **"Works"** means –
- (a) the fitting out works at the Premises; or
 - (b) any addition and alteration works at the Premises including spatial reconfiguration and design enhancements.
- 29.1.30 **"5-Year Initial Tenancy Term"** has the meaning ascribed to it in **Appendix 2** (*Particulars of Tendered Monthly Gross Rent*).

29.2 **Interpretation**

- 29.2.1 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 the Tender Notice, in so far as such modification or re-enactment applies or is capable of applying to any transaction under the Tender Packet.
- 29.2.2 The headings in the Tender Packet or any part thereof are inserted for convenience only and shall be ignored in construing the Tender Packet.

- 29.2.3 Unless the context otherwise requires, words (including words defined in the Conditions of Tender) denoting the singular 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.
- 29.2.4 Reference to “include” or “including” is to be construed as “include (without limitation)” or “including (without limitation)”.
- 29.2.5 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 Premises Act 1886 will not apply.
- 29.2.6 References to “**Conditions**”, “**Appendices**” and “**Annexes**” are to be construed as references to the conditions of, the appendices and annexes to these Conditions of Tender, respectively.
- 29.2.7 References to “**Annexes**” are to be construed as references to the annexes to the Appendices to these Conditions of Tender.
- 29.2.8 References to “**Paragraphs**” are to be construed as references to the paragraphs in these Conditions of Tender. Any reference to a sub-paragraph is a reference to a sub-paragraph of the Paragraph in which such reference appears.
- 29.2.9 References to times of day are to Singapore time unless otherwise stated.
- 29.2.10 The Appendices and the Annexes hereto shall be taken, read and construed as parts of these Conditions of Tender and the provisions thereof shall have the same force and effect as if expressly set out in the body of these Conditions of Tender.
- 29.2.11 This Tender Packet shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.
- 29.2.12 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.

APPENDIX 1 TO CONDITIONS OF TENDER

DETAILS OF THE PREMISES

- Annex-1A** : Location Plan
- Annex-1B** : Floor Plans
- Annex-1C** : Particulars of the Premises

APPENDIX 2 TO CONDITIONS OF TENDER

PARTICULARS OF TENDERED MONTHLY GROSS RENT

APPENDIX 3 TO CONDITIONS OF TENDER
PARTICULARS OF TENDERER'S QUALITY PROPOSAL

APPENDIX 4 TO CONDITIONS OF TENDER

TECHNICAL CONDITIONS OF TENDER

APPENDIX 5 TO CONDITIONS OF TENDER
EVALUATION CRITERIA AND GUIDELINES

APPENDIX 6 TO CONDITIONS OF TENDER
TENANCY CONDITIONS

Annex-6A : GIRO authorization form

APPENDIX 7 TO CONDITIONS OF TENDER

INSTRUCTIONS TO TENDERERS

- Annex-7A** : Annex 7A-1: Form of Tender A (Quality Proposal); and
Annex 7A-2: Form of Tender B (Price Proposal)
- Annex-7B** : Declaration on Financial Solvency
- Annex-7C** : Declaration on Unaudited Financial Statement
- Annex-7D** : Financial Health Checklist
- Annex-7E** : Tenderer's Information for Financial Health
- Annex-7F** : Checklist for Submission of Tender
- Annex-7G** : Envelope Label