

Tender Reference No.: JTC/EPST/PQT/1223

JURONG TOWN CORPORATION

TENDER NOTICE

23 December 2022

To: All Tenderers

PRICE-QUALITY TENDER FOR THE TENANCY/LICENCE AND OPERATION OF AN EATING HOUSE AT 3024 UBI ROAD 3 #01-99 KAMPONG UBI INDUSTRIAL ESTATE SINGAPORE 408652 (“PREMISES”)

1. You are cordially invited to participate in the abovementioned tender called by Jurong Town Corporation (“JTC”). In this regard, the Price-Quality Tender procedure is adopted for this tender.
2. A complete set of the Tender Packet dated 23 December 2022 is attached to this Tender Notice, receipt of which you have acknowledged by virtue of your downloading of this Tender Notice. In this Tender Notice, unless the context requires otherwise, all words and expressions defined in the Tender Packet shall have the same meaning when used or referenced herein.
3. The terms, conditions, instructions and requirements for the abovementioned tender are set out in the Tender Packet comprising, amongst other things, the Conditions of Tender, Evaluation Criteria, Technical Conditions of Tender and Draft Tenancy/Licence Offer (and the annexes thereof), all addendum letters and corrigenda issued by JTC.
4. This Tender Packet comprises the following:

Part 1 This Tender Notice; and

Part 2 The Conditions of Tender comprising the following appendices and annexes:

Appendix 1: Brief Details of Premises

Annex-1A: Location Plan

Annex-1B: Floor Plan

Annex-1C: Registered Surveyor’s Certificate

Annex-1D: Particulars of Premises

- Annex-1E:** Reinstatement Guidelines imposed on the Existing Occupier
- Appendix 2:** Particulars of Tendered Monthly Gross Rent
- Appendix 3:** Particulars of Tenderer's Quality Proposal
- Appendix 4:** Technical Conditions of Tender
- Annex-4A:** Design Requirements
- Annex-4B:** Technical Requirements
- Appendix 5:** Evaluation Criteria
- Appendix 6:** Draft Tenancy/Licence Offer
- Annex-6A:** Draft Tenancy Offer for Indoor Refreshment Area and Mezzanine Floor (including Attachments (Part 1) Details, (Part 2) Key Terms, (Part 3) Special Terms and (Part 4) Standard Terms)
- Annex-6B:** Draft Licence Offer for Outdoor Refreshment Areas (including Attachments (Part 1) Details, (Part 2) Key Terms, (Part 3) Special Terms and (Part 4) Standard Terms)
- Annex-6C:** Checklist under Code of Conduct for Leasing of Retail Premises in Singapore
- Annex-6D:** GIRO Form
- Appendix 7:** Instructions to Tenderers
- Annex-7A:** Form of Tender
- 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 Cover (Submission of Tender)

5. You are required to strictly conform to the instructions and requirements contained in the Tender Packet for the submission of tender.
6. Tenderers are **strongly encouraged** to view the Premises before submitting their tenders. There will be a site showround (non-compulsory) for this tender on 18 January 2023, 1.00 pm. There will be no tender briefing for this tender.
7. Proposals must be submitted in the manner set out in the Instructions to Tenderers BY HAND and deposited into the designated tender box located at:

JTC Corporation
Tender Box No. 5
Level 1, The JTC Summit
8 Jurong Town Hall Road
Singapore 609434

by **22 February 2023** (“**Tender Closing Date**”) not later than **5.00pm (Singapore time)** or such later date as may be notified by JTC at JTC’s Website. All tenders submitted after 5.00pm (Singapore time) on the Tender Closing Date shall be disqualified and shall not be considered.

8. You are **strongly advised** to check JTC’s website for any Addendum Letter or Corrigendum which may be issued prior to the Tender Closing Date. Acknowledgement of receipt of any such Addendum Letter or Corrigendum by Tenderers is not required as each published Addendum Letter and Corrigendum shall be deemed to be part of the Invitation to Tender.
9. All enquiries or clarifications of interested Tenderers pertaining to this Invitation to Tender shall be clearly set out and sent via email **at least ten (10) working days** before the Tender Closing Date and addressed to the undersigned, failing which JTC shall have the discretion to disregard all such queries.
10. Shortlisted Tenderers, at the sole discretion of JTC, may be required to attend a tender interview on such date advised in the Conditions of Tender.

Yours faithfully,

(signed)

Chui Hui Ting

Manager

Enterprise Solutions Department

Industrial Properties Management Division 2

DID: 6883 3409

Email: chui_hui_ting@jtc.gov.sg

TENDER PACKET

TENDER REFERENCE NO.: JTC/EPSP/PQT/1223

23 DECEMBER 2022

PRICE-QUALITY TENDER

**FOR THE TENANCY/LICENCE AND OPERATION OF AN
EATING HOUSE AT 3024 UBI ROAD 3 #01-99 KAMPONG
UBI INDUSTRIAL ESTATE SINGAPORE 408652**

CONDITIONS OF TENDER

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PRICE-QUALITY TENDER CONDITIONS OF TENDER

1 Introduction

JTC is inviting offers for the Tenancy/Licence and operation of the Premises by Price-Quality Tender on the terms and subject to the conditions contained in the Tender Packet.

2 Tender Packet

- 2.1 In no event shall the Tender Packet be construed or deemed as an offer by JTC to award the Tenancy/Licence to any person.
- 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 The Successful Tenderer shall be bound to comply with the Conditions of Tender and the Corrigenda announced or published by JTC.

3 Knowledge of Contents

- 3.1 Whilst every reasonable care and attention has been taken in preparing the Tender Packet, neither JTC nor its agents (if any) will be liable for any inaccuracies or omissions. JTC believes that the contents of the Tender Packet are correct and accurate at the time of issuance but they are not to be regarded as statements or representations of fact. All information, specifications, renderings, visual representations, and plans contained in the Tender Packet are subject to changes as may be required by JTC and/or the Authorities and shall not form part of any offer or contract or constitute any condition or warranty. The area of the Premises is an approximate measurement. The interested Tenderer is advised to do, at its own costs and expenses, all checks, investigations and studies, should it deem necessary.
- 3.2 All plans in the Tender Packet, including the layout plan of the Premises, are attached as a guide only. All aspects of the plans, details, guidelines, dimensions, descriptions and proposals given in these plans are subject to deletions, alterations, amendments, variations, and revisions without prior notice.
- 3.3 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.

- 3.4 In no case and under no circumstances whatsoever shall any expenses or costs incurred by any person or Tenderer (including the Successful Tenderer) for the preparation and submission of any tender be borne by JTC, whether in whole or in part.
- 3.5 Each Tenderer shall be taken to have read and agreed to be bound with full notice and knowledge of the contents of the Tender Packet and all other documents in the Tender Packet, including all alterations, variations and additions, and all plans, drawings, reports and other documents forming part of, referred to, mentioned in, appended or annexed to any part of the Tender Packet, made by JTC.
- 3.6 If there is any error, omission, misstatement or incorrect description in the Tender Packet (including (for the avoidance of doubt) all plans, drawings, reports or other documents forming part of, referred to, mentioned in, appended or annexed to the Tender Packet, the Appendices, Annexes, Form of Tender, Corrigenda issued or published by JTC), it will not -
- 3.6.1 invalidate any tender submitted;
 - 3.6.2 entitle the Successful Tenderer to terminate any Tenancy/Licence under the Tenancy/Licence Offer accepted by the Successful Tenderer;
 - 3.6.3 discharge the Successful Tenderer from its obligations pursuant to any agreement between the Successful Tenderer and JTC;
 - 3.6.4 entitle any Tenderer, or the Successful Tenderer, to any compensation whatsoever;
 - 3.6.5 entitle the Successful Tenderer to any reduction of amounts payable under the Conditions of Tender, or the Tenancy/Licence; and
 - 3.6.6 entitle the Successful Tenderer to any reduction of the Tendered Monthly Gross Rent.

4 Details of the Premises

- 4.1 The location and particulars of the Premises are set out in **Appendix 1** (*Brief Details of Premises*).
- 4.2 The design and technical requirements for the Premises are set out in **Appendix 4** (*Technical Conditions of Tender*).

5 Tentative Use of the Premises

- 5.1 The tentative use of the Premises is an **eating house** (“**Tentative Use**”), subject to and in accordance with the approval of JTC, the Government, the relevant authority under

the Planning Act (Cap. 232) and the other Authorities, and the provisions of the Conditions of Tender.

- 5.2 Each Tenderer is required to ascertain the exact and detailed conditions and requirements of the Authorities in respect of the Tentative Use of the Premises, and shall at its own cost and expense observe and comply with the same.
- 5.3 Where licences, approvals or permits are required for the Tentative Use of the Premises, 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 Gross Rent or refund of rental paid shall be made for any period before such licence, permission or approval is granted or if the same is rejected by the Authorities.
- 5.4 5.4.1 The Tenancy/Licence is subject to the **Use/Possession Pre-Conditions** being fulfilled to JTC's satisfaction by the **Use/Possession Pre-Conditions Deadline**.
- 5.4.2 For the avoidance of doubt, the **Use/Possession Pre-Conditions Deadline** may be changed by JTC, at its sole and absolute discretion, at any time (whether before, on or after the Tender Closing Date, and whether before, on or after the date of the Tender Acceptance Letter) to such later date as JTC deems fit. No objection or requisition whatsoever in respect thereof shall be raised by any Tenderer, including the Successful Tenderer, and JTC shall not be liable for any costs, expenses, losses, damages or compensation whatsoever.

6 Proposed Works to the Premises

- 6.1 The Successful Tenderer is required to carry out CAPEX works and the Tenderer is required to set out in the Form of Tender, its proposal for these works. For more information on the works required, please refer to **Appendix 3** (*Particulars of Tenderer's Quality Proposal*).
- 6.2 All works to be carried out by the Successful Tenderer at the Premises, whether relating to the aforesaid CAPEX works or otherwise, shall be at the Successful Tenderer's own cost and expense. For the avoidance of doubt, such costs include consultation with the Authorities, purchase of plans and drawings, engagement of Qualified Persons (QPs), submissions to Authorities or other persons, and construction works.

7 Condition and Area of the Premises

- 7.1 The Premises is to be let out on an "**as is where is**" basis and the Existing Occupier of the Premises will return possession of the Premises to JTC in whatever state and condition. For more information on the reinstatement guidelines imposed on the Existing Occupier of the Premises, please refer to **Appendix 1** (*Brief Details of Premises*). These guidelines serve as a reference only and is not a guarantee of the handover condition of the Premises to the Successful Tenderer.

7.2 For the avoidance of doubt, the reinstatement guidelines indicated in **Appendix 1** (*Brief Details of Premises*) will not be applicable to the Successful Tenderer upon the return of the Premises in the event of termination or expiry of the Tenancy/Licence, whichever earlier.

7.3 The Premises should be viewed by 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 also be deemed to have notice of the actual state, nature and conditions of the Premises.

8 Tender Timeline

8.1 Interested Tenderers will be given a period up to the Tender Closing Date to submit their tenders for the Premises for JTC's evaluation. The Tenderer's proposal for the Premises must comply with all the terms set out in the Tender Packet and meet the objectives of the tender.

8.2 The timeline for this Price-Quality Tender will be as follows:

S/N	Items	Date and Time (Singapore)
1	Launch of Price-Quality Tender	23 December 2022
2	Site Showround of Premises (non-compulsory)	18 January 2023, 1.00pm <i>(Interested companies are to indicate their interest to attend the site showround in writing by 4 January 2023)</i>
3	Tender Closing Date and Time	22 February 2023, 5.00pm
4	Tender Interview (for shortlisted Tenderers only and if required by JTC)	14 March 2023 (indicative)
5	Announcement of Successful Tenderer	21 April 2023 (indicative)

8.3 JTC may at its sole and absolute discretion change any of the dates in the above table to such later date(s) and will announce or publish such change(s) at JTC's Website before each such date(s) stated above. Each Tenderer shall be deemed to have agreed and accepted such later date(s) so announced or published by JTC. For the avoidance of doubt, each of the dates stated in S/N 4 and S/N 5 of the above table may also be changed by JTC at any time after the Tender Closing Date to such later date(s) as JTC deems fit.

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

9 Form of Tender and Submission of Tender

9.1 Each Tenderer shall download, print and complete the Form of Tender attached at **Annex-7A** of **Appendix 7** (*Instructions to Tenderers*). The Form of Tender must be –

9.1.1 properly completed with all Parts filled in;

9.1.2 signed by the Tenderer’s authorised signatory; and

9.1.3 placed in an envelope with the Envelope Label (attached at **Annex-7G** of **Appendix 7** (*Instructions to Tenderers*)) pasted on it, enclosing the following:

- (a) Payment advice evidencing payment of the Tender Deposit (in accordance with Condition [10] (*Payment of Tender Deposit*));
- (b) the properly completed Form of Tender, signed by the Tenderer’s authorised signatory;
- (c) the Tenderer’s Quality Proposal (attached as the Quality Proposal Enclosure) and all documents, particulars and information required or mentioned in it; and
- (d) all other documents, particulars and information required or set out in the Form of Tender.

9.2 Each Tenderer shall indicate in its Form of Tender, its tender bid price for the monthly Gross Rent which it is offering to pay JTC each month during the **3-Year Initial Tenancy/Licence Term**. The tender bid shall not include any GST. For more information on the submission of the tender bid price, please refer to **Appendix 2** (*Particulars of Tendered Monthly Gross Rent*).

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

10. Payment of Tender Deposit

10.1 Each Tenderer must pay the Tender Deposit by the Tender Closing Date in the manner stipulated in Condition [10.2].

10.2 The Tender Deposit shall only be paid via bank transfer to JTC’s designated bank account. Details of which are as follows:

Account Name	JTC Corporation
Bank Name	Citibank
Bank Account Number	0-020459-042
Swift Bank Identifier Code (BIC)	CITISGSGXXX

Bank Code	7214
FAST Bank Description	Citibank NA Singapore Branch

Please quote the reference number quoted for the transaction: “[Company Name]/[Tender Reference Number]” e.g. “ABC Pte Ltd/[JTC/EPSP/PQT/1223]”.

- 10.3 The Tender Deposit payable must be in Singapore Dollars, exclusive of all bank charges and administrative fees which must be paid by each Tenderer.
- 10.4 Tender Deposit paid in cash, cheque, cashier’s order, bank guarantee or any other means will **not** be accepted.
- 10.5 Failure to effect payment of the Tender Deposit in the manner set out in this Condition by the Tender Closing Date shall render the tender disqualified.

11 Forfeiture of Tender Deposit

- 11.1 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 event occurs:
- 11.1.1 such Tenderer withdraws its tender or notifies JTC of its withdrawal during the Tender Validity Period;
- 11.1.2 such Tenderer withdraws its tender or notifies JTC of its withdrawal after the announcement of such Tenderer as the Successful Tenderer; or
- 11.1.3 the Successful Tenderer does not accept the Tenancy/Licence Offer in accordance with the requirements set out in the Tenancy/Licence Offer.
- 11.2 For the purpose of this Condition, any amendment by any Tenderer of its tender (or any part of it) after the Tender Closing Date shall be deemed to be a withdrawal of such tender unless expressly allowed by JTC in writing.

12 Return of Tender Deposit

- 12.1 The Tender Deposit submitted 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 claim whatsoever against JTC.

13 Tender Validity Period

- 13.1 All tenders submitted shall remain valid for the Tender Validity Period commencing on the Tender Closing Date.

- 13.2 JTC reserves the right to extend the Tender Validity Period after the Tender Closing Date. In this regard, JTC shall publish such extension at JTC's Website before the expiry of the Tender Validity Period, which extended period shall thereafter form part of and be referred to as the Tender Validity Period. 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 such extension to the Tender Validity Period.
- 13.3 No Tenderer may withdraw its tender after the Tender Closing Date.
- 13.4 Notwithstanding that JTC has issued a Tender Acceptance Letter to the Successful Tenderer, tenders from all other Tenderers shall remain open and valid till the end of the Tender Validity Period. JTC reserves the right at any time to accept the tender from an alternative Tenderer.

14 Rejection and Disqualification of Tender

14.1 Right to Reject

Without prejudice to the other rights and remedies of JTC, JTC reserves the right to reject any of the following:

- 14.1.1 the tender with the highest Tendered Monthly Gross Rent;
- 14.1.2 any tender submitted by a Tenderer who, in the sole opinion of JTC, fails to demonstrate the Tenderer's capability to undertake the obligations required under the Conditions of Tender (including (for the avoidance of doubt) the obligations under the Tenancy/Licence);
- 14.1.3 any tender not submitted in accordance with the instructions and requirements set out in the Tender Packet; or
- 14.1.4 any tender which attempts to vary any term, condition or provision in the Conditions of Tender (including (for the avoidance of doubt) the Technical Conditions of Tender and the Form of Tender).

14.2 Disqualification of Tender

The following tenders will be disqualified and will not be considered by JTC:

- 14.2.1 any tender submitted without the Tender Deposit paid in the manner as set out in Condition [10] (Payment of Tender Deposit);
- 14.2.2 any tender submitted after the Tender Closing Date;
- 14.2.3 any tender submitted by a Tenderer who, in the sole opinion of JTC, does not meet or satisfy the Eligibility Criteria set out in **Appendix 5** (*Evaluation Criteria*);

- 14.2.4 any tender submitted without the Quality Proposal Enclosure referred to in **Appendix 3** (*Particulars of Tenderer's Quality Proposal*);
- 14.2.5 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); and
- 14.2.6 any tender submitted by facsimile, telex, telegram, e-mail or any other method which is not in accordance with the instructions and requirements set out in the Tender Packet.

15 Evaluation of Tender

- 15.1 Without prejudice to the rights of JTC to evaluate and decide on the tenders at its sole absolute discretion, JTC will evaluate the tenders submitted based on the evaluation criteria set out in **Appendix 5** (*Evaluation Criteria*) after the Tender Closing Date.
- 15.2 Notwithstanding the criteria set out in **Appendix 5** (*Evaluation Criteria*) and without prejudice to Condition [14.1] (*Right to reject*), 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.

16 Acceptance of Tender

- 16.1 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.
- 16.2 If, upon evaluation in accordance with the criteria and method set out in **Appendix 5** (*Evaluation Criteria*), it is found that 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) have the **same highest combined scores** (collectively, the "**Tied Bidders**") –
 - 16.2.1 JTC **may**, on or before the expiry of the Tender Validity Period, carry out a random ballot to determine the Successful Tenderer from among the Tied Bidders, on such date and time as JTC may, in its sole and absolute discretion, decide;
 - 16.2.2 (*if JTC decides to carry out the aforesaid random ballot, which JTC is not obliged to*) JTC shall notify the Tied Bidders of the date and time for the random ballot;
 - 16.2.3 if any of the Tied Bidders is not present at the random ballot (if any) by the specified time, JTC shall proceed with the random ballot, and determine the Successful Tenderer; and

- 16.2.4 JTC shall not be obliged to entertain any query or request made by any Tied Bidder as to the conduct of the random ballot (if any) on any ground whatsoever.
- 16.3 When JTC has evaluated and selected the Successful Tenderer in accordance with the terms and conditions set out in the Tender Packet, JTC shall inform the Successful Tenderer of the acceptance of its tender by issuing a letter (“**Tender Acceptance Letter**”) to be sent by post to the correspondence address given by the Successful Tenderer in its Form of Tender and the Tender Acceptance Letter so sent shall be deemed to have been received by the Successful Tenderer in due course of post.
- 16.4 The issuance of the Tender Acceptance Letter constitutes JTC’s acceptance of the Successful Tenderer’s tender, whereupon the Successful Tenderer shall be bound by the Conditions of Tender.
- 16.5 The date of the Tender Acceptance Letter shall be deemed to be the date of JTC’s acceptance of the Successful Tenderer’s tender.
- 16.6 JTC’s acceptance of the Successful Tenderer’s tender and the right to the Tenancy/Licence 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.
- 16.7 Unless otherwise expressly agreed in writing by JTC, the Successful Tenderer shall always strictly adhere to the proposal submitted in its tender and shall not deviate from it.
- 17 **Tenancy/Licence Offer**
- 17.1 Concurrently with the Tender Acceptance Letter, JTC shall issue the Tenancy/ Licence Offer to the Successful Tenderer.
- 17.2 Within **seven (7)** days from (and including) the date of the Tender Acceptance Letter, the Successful Tenderer shall submit to JTC the following:
- 17.2.1 the duly completed and signed Letter of Acceptance in the format required under the Tenancy/ Licence Offer;
- 17.2.2 the requisite payments as required under the Tenancy/Licence Offer (taking into account the Tender Deposit paid by the Successful Tenderer), which includes -
- (a) First month’s Gross Rent (including prevailing GST) made in favour of “JTC Corporation”. Allowable payment modes will be indicated in the Tenancy/Licence Offer;
- (b) Security Deposit equivalent to three (3) month’s Gross Rent made in favour of “JTC Corporation”. Allowable payment modes will be indicated in the Tenancy/Licence Offer; and

(c) stamp duty.

- 17.2.3 the duly completed and signed GIRO authorisation form in the prescribed form set out in **Annex-6D** of **Appendix 6** (*Draft Tenancy/Licence Offer*).
- 17.3 The Tendered Monthly Gross Rent stated in the Successful Tenderer's Form of Tender will be the Gross Rent payable each month during the **3-Year Initial Tenancy/Licence Term**.
- 17.4 The monthly Gross Rent payable for the Premises under the Tenancy/Licence shall comprise the Net Rent, service charge and all recurring charges as stipulated in the Tenancy/Licence.
- 17.5 The Successful Tenderer's due acceptance of the Tenancy/Licence Offer forms part of the Conditions of Tender, and the Successful Tenderer shall also comply with the terms and conditions in the Tenancy/Licence Offer. If there is any conflict between the provisions of the Tenancy/Licence Offer and the Conditions of Tender, the provisions of the Tenancy/Licence Offer shall have overriding effect.
- 17.6 Failure to accept the Tenancy/Licence Offer in accordance with the terms and conditions therein shall be deemed to be a breach of the Conditions of Tender.

18 Possession of the Premises

- 18.1 Possession of the Premises shall be delivered to the Successful Tenderer on such date as determined by JTC at its sole and absolute discretion after –
- 18.1.1 the Successful Tenderer has accepted the Tenancy/Licence Offer in accordance with the requirements set out in the Tenancy/Licence Offer; and
- 18.1.2 the Use/Possession Pre-Conditions have been fulfilled to JTC's satisfaction.
- 18.2 JTC will inform the Successful Tenderer if the Use/Possession Pre-Conditions have or have not been fulfilled to JTC's satisfaction.

18.3 Use/Possession Pre-Conditions Fulfilled

If the Successful Tenderer has accepted the Tenancy/Licence Offer in accordance with the requirements set out in the Tenancy/Licence Offer and the Use/Possession Pre-Conditions have been fulfilled to JTC's satisfaction on or before the Use/Possession Pre-Conditions Deadline –

- 18.3.1 (*if the Successful Tenderer is not the Existing Occupier of the Premises*) the Successful Tenderer shall take possession of the Premises on such date as specified in JTC's written notice to the Successful Tenderer.

- 18.3.2 *(if the Successful Tenderer is the Existing Occupier of the Premises)* possession of the Premises 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 such letter.

18.4 **Use/Possession Pre-Conditions not Fulfilled**

If –

- 18.4.1 the Successful Tenderer has accepted the Tenancy/Licence Offer in accordance with the requirements set out in the Tenancy/Licence Offer; and
- 18.4.2 the Use/Possession Pre-Conditions have not been fulfilled to JTC's satisfaction by the Use/Possession Pre-Conditions Deadline,

the Tenancy/Licence will automatically terminate and all monies (excluding stamp duty) paid by the Successful Tenderer (including the Tender Deposit under the Conditions of Tender, the Security Deposit under the Tenancy/Licence Offer and all other deposits) shall be refunded to the Successful Tenderer, without interest or compensation whatsoever. Thereafter the Tenancy/Licence shall be no further effect whatsoever and the Successful Tenderer shall have no claim whatsoever against JTC for any costs, expenses, losses, damages or compensation whatsoever. For the avoidance of doubt, there is no refund of stamp duty.

18.5 **As is where is**

- 18.5.1 The Successful Tenderer shall accept the Premises on an “**as is where is**” basis and in all other respects as at the Possession Date and shall be deemed to have full notice and knowledge of the state and condition of the Premises as at the Possession Date, including –
- (a) 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 to access, ingress and egress, drainage, structure, fittings and fixtures (including but not limited to floor tiles), and utility services, affecting the Premises;
 - (b) the existence of any encroachment, structure or thing on or within the Premises;
 - (c) all easements, rights of way and all other encumbrances, if any, affecting the Premises;
 - (d) the cables, wires, pipes, pipelines, trenches and other such structures or facilities carrying, transporting, conveying or delivering services of sewerage, water, electricity, telecommunications and gas belonging to

the Authorities and third-party service providers, which exist adjacent to, across, around or within the Premises,

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

18.5.2 Without prejudice to the generality of Condition [18.5.1] and in addition thereto, the Successful Tenderer acknowledges and confirms that –

- (a) the Existing Occupier of the Premises will return possession of the Premises to JTC in whatever state and condition; and
- (b) 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.

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

18.6.1 withhold payment of any monies;

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

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

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

18.6.5 require JTC to remove any encroachment, structure or thing present on or within the Premises.

19 Authorities' and JTC's requirements

- 19.1 Following JTC's acceptance of the Successful Tenderer's tender pursuant to Condition [16] (*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:
- 19.1.1 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 and/or any development or activities thereon;
 - 19.1.2 observe and comply with all terms, conditions, requirements, notices and directions imposed or issued by any relevant Authorities in respect of the Premises and/or any development or activities thereon from time to time; and
 - 19.1.3 observe and comply with all other requirements and directions specified by JTC for any development or activities at the Premises (including (for the avoidance of doubt) those as may be stated in the Tenancy/Licence).

20 Default and Remedies

- 20.1 If the Successful Tenderer fails to accept the Tenancy/Licence Offer in accordance with Condition [17] (*Tenancy/Licence Offer*), or fails to take possession of the Premises in accordance with Condition [18] (*Possession of the Premises*), or fails to observe or perform any of the other terms or conditions of the Conditions of Tender, JTC shall, without prejudice to any other rights or remedies available to JTC (whether under the Tenancy/Licence, at law or in equity), be entitled to and may at any time terminate the Tenancy/Licence by giving notice to the Successful Tenderer, in which event –
- 20.1.1 all monies paid to JTC (including the Tender Deposit under the Conditions of Tender, the Security Deposit under the Tenancy/Licence Offer and all other deposits) shall be forfeited and belong to JTC; and
 - 20.1.2 JTC shall be entitled to re-let the Premises (and where possession of the Premises has been delivered to the Successful Tenderer, re-enter upon and resume possession of the Premises), whether by public auction, private treaty or by tender or offer subject to such conditions and generally in such manner as JTC may in its absolute discretion think fit and all losses and expenses incurred in connection with or arising from a re-letting or attempted re-letting including any loss or deficiency of monthly Gross Rent arising from such 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 in monthly Gross Rent on a re-letting shall belong to JTC absolutely.

21 Debarment

- 21.1 If any Tenderer is found to provide false information to gain advantage for securing the tender award, such Tenderer will be debarred from all public sector contracts for all lines of business for a minimum of two (2) years regardless of the value of the Tenancy/Licence.
- 21.2 If the Successful Tenderer fails to observe or perform any of the terms and conditions contained or referred to in this Tender Packet or the Tenancy/Licence, JTC reserves the right to debar the Successful Tenderer from all public sector contracts for all lines of business for such periods as JTC may at its discretion determine.
- 21.3 If the Successful Tenderer or any Tenderer is convicted of the offence of corruption, regardless of the amount involved, all corruption cases will be referred to the Corrupt Practices Investigation Bureau (CPIB) who will submit the recommendations to the Standing Committee On Debarment (SCOD). In addition to the forfeiture of the Tender Deposits, the Successful Tenderer and all Tenderers convicted of corruption/collusion in any tender will be debarred from all lines of business for a minimum of five (5) years.
- 21.4 For any breach of contract by the Successful Tenderer, the debarment period will depend on the severity of the breach, up to a maximum of five (5) years.
- 21.5 Without prejudice to any other rights or remedies available to JTC whether under the Tenancy/Licence, at law or in equity, the Successful Tenderer shall on demand pay such amount as JTC may determine as compensation 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 of the Tenancy/Licence.
- 21.6 In addition to JTC's rights and remedies under this Condition, other actions may be taken against any Tenderer as JTC deems fit, including prosecution in court where a criminal offence is detected or a claim for damages where there are grounds for a civil suit. Nothing in the Conditions of Tender shall prejudice the rights and remedies that JTC would have against any Tenderer for breach of contract or otherwise.

22 No Reproduction or Retention

- 22.1 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.
- 22.2 JTC may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by JTC.

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 the Invitation to 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 No Waiver Unless Expressly Agreed

- 24.1 Unless otherwise expressly specified or agreed –
- 24.1.1 no delay, failure or omission on the part of JTC to exercise any right, power, authority or remedy; and
- 24.1.2 no indulgence or forbearance on the part of JTC; and
- 24.1.3 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 the Conditions of Tender are cumulative and not exclusive of any right, power, authority or remedy provided by law.

25 Governing Law

- 25.1 The Tender Packet (including (for the avoidance of doubt) the Conditions of Tender) and the ensuing contract formed between the Successful Tenderer and JTC shall be subject to, governed by and interpreted in accordance with the laws of Singapore for every purpose and the Successful Tenderer hereby agrees to submit to the exclusive jurisdiction of the Singapore courts.

26 No Merger

- 26.1 The Conditions of Tender and the Tenancy/Licence shall remain in full force and effect as between JTC and the Successful Tenderer notwithstanding the issuance of the Tender Acceptance Letter and the acceptance of the Tenancy/Licence Offer 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/Licence of the Premises to the Successful Tenderer.

27 General

- 27.1 Any notice or document required to be given to a Tenderer in writing may be sent by post to the address given by the Tenderer in its Form of Tender and such posting shall be deemed good service of such notice.
- 27.2 A party who is not a party to the Tenancy/Licence shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

28 Definitions and Interpretations

28.1 Definitions

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

- 28.1.1 “1st Further Term” refers to three (3) years immediately after expiry of the 3-Year Initial Tenancy/Licence Term;
- 28.1.2 “2nd Further Term” refers to the three (3) years immediately after expiry of the 1st Further Term;
- 28.1.3 “3-Year Initial Tenancy/Licence Term” means the initial 3-year period starting from the Tenancy/Licence Commencement Date;
- 28.1.4 “Authorities” means all relevant government and statutory authorities;
- 28.1.5 “Conditions of Tender” means these Conditions of Tender, including all Appendices and Annexes, and the Corrigenda;
- 28.1.6 “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 Invitation to Tender which may be obtained from JTC’s Website prior to the Tender Closing Date;
- 28.1.7 “Existing Occupier” refers to the incumbent tenant who is currently operating at the Premises and is due to return possession of the Premises to JTC;
- 28.1.8 “Gross Rent” means the aggregate of Net Rent, service charge and all recurring charges which are payable monthly during the **3-Year Initial Tenancy/Licence Term**;
- 28.1.9 “Government” means the Government of the Republic of Singapore;
- 28.1.10 “GST” means Goods and Services tax chargeable under the Goods and Services Tax Act, Chapter 117A of Singapore;
- 28.1.11 “Invitation to Tender” refers to the invitation issued by JTC under the Tender Notice for Tender Reference No. [JTC/EPSP/PQT/1223], and includes the Tender Packet and the Corrigenda;
- 28.1.12 “JTC” means the Jurong Town Corporation (also known as "JTC Corporation") incorporated under the Jurong Town Corporation Act (Cap. 150), its successors-in-title, assigns and includes its duly appointed employees and agents;

- 28.1.13 “JTC’s Website” refers to JTC’s website at <https://www.jtc.gov.sg/find-space/fb-and-retail-listing###eating-house-and-food-courts>;
- 28.1.14 “Licence” means the licence and operation of the Outdoor Refreshment Areas awarded to the Successful Tenderer under the Conditions of Tender;
- 28.1.15 “Licence Commencement Date” means the Possession Date¹;
- 28.1.16 “Net Rent” means the Gross Rent less the service charge and all recurring charges which is payable monthly during the **3-Year Initial Tenancy/Licence Term**;
- 28.1.17 “person” includes corporations and firms;
- 28.1.18 “Possession Date” refers to the date the Premises is handed over, or deemed handed over, to the Successful Tenderer by JTC;
- 28.1.19 “Premises” means the property mentioned in the Tender Notice and briefly described in **Appendix 1** (*Brief Details of Premises*);
- 28.1.20 “Successful Tenderer” means the Tenderer whose tender has been accepted by JTC;
- 28.1.21 “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, and the Corrigenda;
- 28.1.22 “Tenancy” means the tenancy and operation of the Indoor Refreshment Area and Mezzanine Floor awarded to the Successful Tenderer under the Conditions of Tender;
- 28.1.23 “Tenancy Commencement Date” means the date falling 2 months **after** the Possession Date²;
- 28.1.24 “Tenancy/Licence Offer” means the offer (substantially in the draft form at **Annex-6A and Annex-6B of Appendix 6** (*Draft Tenancy/Licence Offer*) to be issued by JTC to the Successful Tenderer under the Conditions of Tender, relating to (amongst other things) the tenancy/licence of the Premises for the **3-Year Initial Tenancy/Licence Term** with (*subject to and on the conditions set out in such offer (when issued by JTC)*) an option to renew for the **1st Further Term** and the **2nd Further Term**, including the Corrigenda;

¹ For the avoidance of doubt, there will be no rent-free period for the Licence for the Outdoor Refreshment Areas.

² For example, if the Possession Date is 1 January 2000, the Tenancy Commencement Date is 1 March 2000.

- 28.1.25 “Tender Acceptance Letter” means the letter issued by JTC accepting the Successful Tenderer’s tender;
- 28.1.26 “Tender Closing Date” means **5.00pm on 22 February 2023**, or such later date, or time, as may be extended by JTC pursuant to Condition [8] (*Tender Timeline*);
- 28.1.27 “Tender Deposit” means in relation to each Tenderer, an amount which is equivalent to **one (1) month** Tendered Monthly Gross Rent as stated in such Tenderer’s Form of Tender. The Tender Deposit shall not include GST.
- 28.1.28 “Tendered Monthly Gross Rent” in relation to any Tenderer, means the amount set out in the relevant part of such Tenderer’s Form of Tender which comprises the monthly Gross Rent for the Tenancy of the Indoor Refreshment Area and Mezzanine Floor, and the Licence for the Outdoor Refreshment Areas;
- 28.1.29 “Tender Packet” refers to the Tender Notice for Tender Reference No. [JTC/EPST/PQT/1223] and the Conditions of Tender, and includes (for the avoidance of doubt) the Corrigenda;
- 28.1.30 “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 [13] (*Tender Validity Period*);
- 28.1.31 “Tenderer” means a person who has submitted its offer in accordance with the Conditions of Tender;
- 28.1.32 “Tied Bidders” has the meaning ascribed to it in Condition [16] (*Acceptance of Tender*);
- 28.1.33 “Use/Possession Pre-Conditions” means the fulfilment of the following conditions to JTC’s satisfaction:
- (a) The Tentative Use has been approved by the Government and the Authorities; and
 - (b) The Successful Tenderer has obtained such licences, approvals and permits as required by JTC for the Tentative Use of the Premises. For the avoidance of doubt, such licences, approvals and permits exclude the following:
 - (b1) those relating to the use at the individual stalls within the Premises;
 - (b2) those relating to the CAPEX, fitting-out and other works;

- (b3) those relating to the supply of utilities (including water, electricity, gas and telecommunication) to the Premises (or any part of it);
- (b4) such other licences, approvals or permits which, in JTC's sole opinion, does not adversely impact the Successful Tenderer's ability to comply with the rules, regulations or other conditions of the Authorities relating to the Tentative Use; and
- (c) *(if the Successful Tenderer is not the Existing Occupier of the Premises)* The Existing Occupier of the Premises has returned possession of the Premises to JTC in accordance with JTC's requirements.

28.1.34 "Use/Possession Pre-Conditions Deadline" means **22 May 2023**, or such later date as may be decided by JTC, at any time (whether before, on or after the Tender Closing Date, and whether before, on or after the date of the Tender Acceptance Letter), as JTC deems fit in its sole and absolute discretion.

28.2 Interpretation

- 28.2.1 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, so far as such modification or re-enactment applies or is capable of applying to any transaction under the Tender Packet.
- 28.2.2 The headings in the Tender Packet or any part thereof are inserted for convenience only and shall be ignored in construing the Tender Packet.
- 28.2.3 Unless the context otherwise requires, words (including words defined in the Conditions of Tender) denoting the singular number only shall include the plural and vice versa.
- 28.2.4 References to "include" or "including" is to be construed as "include (without limitation)" or "including (without limitation)".
- 28.2.5 References to "**Conditions**", "**Appendices**" and "**Annexes**" are to be construed as references to the conditions of, the appendices and annexes to the Conditions of Tender respectively.
- 28.2.6 The provisions in the "**Appendices**" and "**Annexes**" shall have the same force and effect as if expressly set out in the body of the Conditions of Tender.
- 28.2.7 References to times of day are to Singapore time unless otherwise stated.

- 28.2.8 The 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.
- 28.2.9 Where JTC's consent or approval is required, the consent 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 (Cap. 61) will not apply.

APPENDIX 1 TO CONDITIONS OF TENDER

BRIEF DETAILS OF PREMISES

- Annex-1A** : Location Plan
- Annex-1B** : Floor Plan
- Annex-1C** : Registered Surveyor's Certificate
- Annex-1D** : Particulars of Premises
- Annex-1E** : Reinstatement Guidelines imposed on the Existing Occupier

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

Annex-4A : Design Requirements

Annex-4B : Technical Requirements

APPENDIX 5 TO CONDITIONS OF TENDER

EVALUATION CRITERIA

APPENDIX 6 TO CONDITIONS OF TENDER

DRAFT TENANCY/LICENCE OFFER

- Annex-6A** : Draft Tenancy Offer for Indoor Refreshment Area and Mezzanine Floor (including Attachments (Part 1) Details, (Part 2) Key Terms, (Part 3) Special Terms and (Part 4) Standard Terms)
- Annex-6B** : Draft Licence Offer for Outdoor Refreshment Areas (including Attachments (Part 1) Details, (Part 2) Key Terms, (Part 3) Special Terms and (Part 4) Standard Terms)
- Annex-6C** : Checklist Under Code of Conduct for Leasing of Retail Premises in Singapore
- Annex-6D** : GIRO Form

APPENDIX 7 TO CONDITIONS OF TENDER

INSTRUCTIONS TO TENDERER

- Annex-7A** : Form of Tender
- 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 Cover (Submission of Tender)