Electronic Bidding for Industrial Properties - Terms & Conditions
(as at Feb 2020)

By accessing or using any part of this Service, you unconditionally accept and agree to be legally bound by this Bidding Terms & Conditions and any amendments thereto from time to time. All amendments will be posted on JTC e-bidding page and user is required to visit this page from time to time to be updated of any amendments.

If you do not agree to be bound by these terms & conditions, please do not access/ use this platform and/or the Service.

Definitions of Terms

1. Except where the context otherwise requires, the following meanings shall apply to the terms herein.

   “Auction” means an invitation to bid for the tenancy or licence of a Premises. Premises refers to a unit put up for bidding on JTC’s electronic bidding website.

   “Bid” means an offer made by the Bidder to JTC for the Premises at the monthly rent or licence fee stated by the Bidder during an Auction (“Price”). Price excludes all charges, fees and taxes, such as service charge (“S&C”), parking charges and Goods and Services Tax (“GST”).

   “Bidder” includes any person or entity making or purporting to make a bid, whether as principal or agent.

   “Current Highest Bid” means the highest offer for a Premises during the Auction;

   “New Bid” means a Bid submitted by a Bidder for the first time for a particular Premises during the Auction using a specific SingPass or CorpPass. Use of a different SingPass or CorpPass to enter a Bid shall be regarded as a New Bid.

   “Opening Bid” is the reserve bid price for an Auction.

Eligibility

2. A Bidder is disqualified from bidding in an Auction if he has any outstanding debts due to JTC at the time of his bid or has been debarred from participating in tenders and auctions by JTC, the Government or other Statutory Boards. A bid submitted by a disqualified bidder is invalid.

Bidding Rules

3. Any Bid below the Opening Bid will not be accepted.

4. In addition to the Price, the Successful Bidder (“Successful Bidder” is the Bidder whose bid is accepted by JTC) will also have to pay the S&C, parking charges and GST for the Premises.

5. The Current Highest Bid will be displayed on the website.

6. The Bidder is allowed to increase his Bid if another Bidder submits a competing Bid before the Auction closes.

7. JTC has the discretion at any time to terminate, extend the period or amend any particulars of an Auction, whether or not a Bid has been received for the Auction. In respect of such changes, JTC will not be responsible to any Bidder for any costs, losses or damages incurred.
8. JTC has the rights to reproduce and display all Bids submitted by Bidders in the website.

9. The duration of all Fixed Term Tenancies (“FTT”) and Temporary Occupation Licences (“TOL”) is 3 years, unless the Auction states otherwise. The renewal of a FTT/TOL will be at JTC’s discretion.

10. Before submitting a Bid, Bidders are advised to verify the correctness or accuracy of all information and other details contained on the Auction. JTC will not be responsible to any Bidder for providing any incorrect information.

11. The Bidder must comply with all bidding terms and conditions in JTC website (as may be amended from time to time). Otherwise the Bid may be invalid. JTC has the right to subsequently revoke the acceptance of a non-compliant Bid.

12. Bids are valid for six (6) months from closure of the Auction.

Payment of Bidding Deposit

13. Payment of $500 (or such other amount as JTC may determine) by credit card (or other mode of payment as specified by JTC) is required as bidding deposit for every New Bid that the Bidder submits. The Bidder must provide an additional deposit whenever he submits a Bid for the same Premises while using a different SingPass or CorpPass. Payment by cheque will not be accepted.

14. Any Bid without the bidding deposit is invalid and will not be accepted.

Successful Bidder

15. The Successful Bidder (if any) will be determined by JTC in accordance with the Auction rules and at JTC’s discretion.

Results of Auction

16. Publication of provisional results on the website or communication through SMS does not constitute acceptance of Bid by JTC. JTC has the discretion not to accept the highest or any Bid submitted and not provide the reason.

17. Upon closing of the Auction, Bidder(s) are required to provide the requested documents for JTC’s assessment on their company’s proposed trade and financial credibility, such as:

   a. Latest Company profile from Accounting & Corporate Regulatory Authority (ACRA) (dated within last 6 months);
   b. Latest Company Annual Report or Audited Accounts or Management Accounts (e.g. Profit & Loss Statements);
   c. Advisory for Industrial Allocation from National Environment Agency’s (NEA) Development Control and Licensing Department for your proposed use of the Premises. Please submit the application to NEA (Click “New Application” at https://e-services.nea.gov.sg/IAS/). When applying to NEA, please note that commercial activities such as retailing, trading, wholesale, showroom etc. and 100% office use are not allowed.

   JTC reserves the right to request for more information for our assessment

   All costs incurred will be borne by the Bidders.
Withdrawal of Bids and Misconduct by Bidder

18. Without affecting other rights of JTC, the bidding deposit will be forfeited if the Bidder:
   a. withdraws its Bid after submission;
   b. fails to take up the Premises for whatever reasons within JTC’s stipulated timeframe when his Bid is accepted by JTC;
   c. participates in the Auction when he is not entitled to do so;
   d. submits a fraudulent Bid or a Bid in bad faith; or
   e. provides false or misleading information.

19. In addition, JTC, the Government and other Statutory Boards may also debar the Bidder from participating in future auctions and tenders called by JTC, the Government and the Statutory Boards for such periods and on such terms as JTC, the Government and the Statutory Boards may impose.

Regulatory Approval

20. For trades which require licensing, the Successful Bidder must at his own costs obtain the requisite licences from the relevant authorities before starting operation at the Premises. The tenancy/licence commencement date stipulated in JTC’s Letter of Acceptance or otherwise cannot be changed regardless of the outcome of the Successful Bidder’s applications for the requisite licences from the relevant authorities.

21. JTC may impose terms and conditions on the usage of the Premises.

Initial and Mode of Payment by Successful Bidder

22. Before the Letter of Acceptance is issued, JTC requires supporting documents and payment as below from the Successful Bidder:
   a) deposit comprising of 1 month’s rent/licence fee and S&C (The deposit can be in the form of a Banker’s Guarantee or Insurance Guarantee);
   b) advance payment of 1 month’s rent/licence fee and S&C, and GST. (Subsequent monthly rent/licence fee and S&C, and GST must be paid by inter-bank GIRO);
   c) stamp fee for the tenancy of the Premises; and
   d) duly signed Acknowledgement Letter (where applicable).

   The total amount to be paid in full may be made by Cashier's Order, NETS, cash or cheque.

Tenancy/Licence Terms and Conditions

23. The Successful Tenderer is subject to the tenancy/licence terms and conditions stated in:
   a) Tenancy Terms and Conditions; or
   b) Licence Terms and Conditions

24. All properties are rented/licensed out in the existing state and condition. The Bidder is deemed to have full notice and knowledge of the existing state and condition and size of the Premises, which he has bid for. No error, omission or misstatement in the description of any Premises will invalidate the Bid and no compensation, or reduction of the monthly rent/licence fee will be given.

25. If the Successful Bidder fails to produce the required documents, make payment or collect the keys to the Premises, within the period stipulated by JTC, without affecting other rights of JTC, the bidding deposit will be forfeited. In addition, the Bidder may also be debarred from participating in future auctions and/or tenders called by JTC, the Government and other Statutory Boards for such periods and on such terms as JTC, the Government and the Statutory Boards may impose.
26. Upon taking possession of the Premises, the Successful Bidder must open utilities and any other necessary accounts with Power Supply Pte Ltd or the relevant authorities. The Successful Bidder must also engage his own licensed electrical worker or any other relevant person to submit any proposed electrical installation, extension, rewiring or other works to JTC or JTC’s appointed managing agent, Power Supply Pte Ltd and all relevant authorities for approvals before commencing the works.

27. If you withdraw from the Tenancy before the Tenancy Commencement Date, you must pay to us a sum equal to the rent and service charge (incl. GST) from the Possession Date to the date of Keys return, without affecting our other rights and remedies under the Tenancy or at Law. The stamp duty is non-refundable.

General

28. Words importing the singular 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. Headings are for ease of reference only.

29. JTC collects information in the course of evaluating the Bids. JTC may share necessary information with other Government agencies (or non-Government entities which have been authorised to carry out specific Government services) to assess the Bids or to render the Bidders services, so as to serve the Bidders in a more efficient and effective way, unless such sharing is prohibited by legislation.