

Electronic Bidding for Industrial Properties - Terms and Conditions

(as at May 2024)

Please read these Terms and Conditions carefully. It is applicable to how you use this e-Bidding platform ("e-Bid Platform").

By accessing or using the e-Bid Platform, you unconditionally accept and agree to be bound by these Terms and Conditions, as amended from time to time. All amendments will be posted on JTC e-Bidding page. It is your responsibility to check the JTC e-Bidding page and these Terms and Conditions from time to time for changes, before using the e-Bid Platform. Bidders or Bids that do not comply with these Terms and Conditions will not be considered by JTC.

Definitions of Terms

1. In these Terms and Conditions, the words and phrases below have the following meanings, unless the context requires otherwise:

"e-Bid Session" means an invitation by JTC for Bids to be submitted for a tenancy of the Premises.

"Authorities" means all relevant government and statutory authorities.

"Bid" means an application submitted by the Bidder through the e-Bid Platform indicating the Bidder's interest, and monthly rent the Bidder wishes to pay, for a tenancy of the Premises. A Bidder may submit more than one Bid for the Premises within a single e-Bid Session.

"Bidder" means any person (including a body corporate) making or purporting to make a Bid in the relevant e-Bid Session, whether as principal or agent.

"Ineligible Bidder" means a Bidder who has not been issued with a unique entity number by a regulatory body in Singapore, or who has any outstanding debts due to JTC, or has been debarred from participating in any tenders, bidding exercises, or other procurement exercises by JTC or the Authorities. JTC's decision as to whether a Bidder is an Ineligible Bidder is final.

"JTC" means Jurong Town Corporation, a statutory board established under the Jurong Town Corporation Act (Cap. 150).

"JTC Offer" means JTC's offer for a tenancy of the Premises, if issued.

"JTC Website" means www.jtc.gov.sg

"Opening Bid" means the minimum monthly rent for a tenancy of the Premises.

"Premises" refers to the JTC property which the Bidder has submitted a Bid on the e-Bid Platform.

"Successful Bidder" means the Bidder who has accepted the JTC Offer.

2. 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.

Eligibility

3. Bid(s) submitted by an Ineligible Bidder will be invalid, and will not be considered by JTC.

Bidding Rules

4. Any Bid below the Opening Bid or whose Bidding Deposit is not received in full by JTC after the close of the relevant e-Bid Session will not be considered by JTC.
5. In addition to the monthly rent stated in his Bid, the Successful Bidder will need to pay service charges, parking charges, stamp duty, security deposit, and other monies, and GST, set out in the JTC Offer. The Successful Bidder is required to submit its GIRO application to JTC in respect of recurring amounts payable to JTC before the key collection date as advised by JTC.
6. The prevailing highest Bid received will be displayed on the JTC Website during the e-Bid Session.

7. A Bidder may increase his Bid if another Bidder submits a competing Bid, at any time before the e-Bid Session closes. Other than this, no other changes to a Bid or any information submitted as part of a Bid are allowed.
8. JTC has the right at any time to terminate, extend the period or amend any particulars of any e-Bid Session, whether or not a Bid has been received for the e-Bid Session. JTC will not be responsible to any Bidder for any costs, losses or damages incurred in relation to such changes.
9. JTC has the right to publish all Bids received, including any information submitted as part of the Bid, on the JTC Website and e-Bid Platform, after the e-Bid Session closes.
10. The duration of all tenancies available in any e-Bid Session is **3 years**, unless stated otherwise. Any renewal will be at JTC's absolute discretion.
11. JTC does not warrant the accuracy of the information and other details in any e-Bid Session or on the e-Bid Platform, and expressly disclaims liability for errors or omissions therein. Bidders are advised to make independent queries to verify the correctness or accuracy of all information and other details.

Payment of Bidding Deposit

12. The Bidder shall pay a Bidding Deposit of \$500 (or such other amount as stated in the e-Bid Session) to JTC. The Bidding Deposit is to be paid by credit card (or such other mode of payment as may be specified by JTC, and payment by cheque is not acceptable) and received in full by JTC after the close of the relevant e-Bid Session. A Bidding Deposit is required for every Bid. For clarity, a Bidder is not required to pay a fresh Bidding Deposit if a Bidder increases his Bid under paragraph 7 above.

Results of e-Bid Session

13. After the close of any e-Bid Session, JTC may publish provisional results on JTC Website, or communicate the provisional results through SMS, or by other means. Such publication, or communication, is NOT JTC's acceptance of any Bid.
14. JTC is entitled not to consider any Bid (whether or not it is the highest Bid), and not to issue any JTC Offer to any Bidder.
15. After the close of the relevant e-Bid Session, JTC may request any Bidder, at the Bidder's own cost and expense, to provide documents for JTC's further assessment of its Bid. Such documents may include (without limitation):
 - (a) Latest company profile from Accounting & Corporate Regulatory Authority (ACRA);
 - (b) Company/Personal Bank Statement (past 3 months);
 - (c) Photocopies of Identity Cards (ICs) of all shareholders;
 - (d) Company/Personal Notice of Assessment (IRAS) (past 3 years);
 - (e) Credit reports of all company shareholder(s), which are available online at www.creditbureau.com.sg;
 - (f) Reason for bidding the Premises (e.g. business expansion);
 - (g) Proposed activities to be carried out in the Premises;
 - (h) Pictures or photographs of your products/tools/equipment;
 - (i) Necessary clearances from the Authorities, such as NEA, SFA, etc.;
 - (j) Payment Invoices / Signed Contracts with customers / clients (past 3 months);
 - (k) Existing factory / warehouse / shop premises address, and if you are moving out (state reasons) or retaining the existing premises;
 - (l) Tenancy Agreement, rental payment receipts of existing premises (if any); and
 - (m) Number of foreign workers, local workers and place of residence of foreign workers.

Withdrawal of Bids and Misconduct by Bidder

16. Without affecting any other rights of JTC, the Bidding Deposit will be **FORFEITED** if the Bidder:
 - (a) withdraws its Bid after submission;
 - (b) fails to accept JTC Offer (if issued) for whatever reasons, within the time stipulated and in accordance with the JTC Offer;
 - (c) fails to provide any documents requested by JTC for JTC's consideration;
 - (d) is an Ineligible Bidder;
 - (e) submits a fraudulent Bid or a Bid in bad faith; or
 - (f) provides false or misleading information.
17. In addition to the aforesaid, JTC, or the Authorities, may also debar any Bidder from participating in future tenders, bidding exercises, or other procurement exercises called by JTC, or the Authorities, for such periods and on such terms as JTC, or the Authorities, may impose.

Regulatory Approval

18. A Bidder who receives the JTC Offer is responsible for obtaining all requisite licences from the Authorities before starting operations at the Premises, at the Bidder's own cost and expense. The tenancy commencement date stated in the JTC Offer remain unchanged regardless of the outcome of the Bidder's applications for the requisite licences from the Authorities.

JTC Offer

19. The JTC Offer (if issued) will be to such Bidder, and on such terms and conditions, as determined by JTC in its absolute discretion. The terms and conditions of the JTC Offer are NOT negotiable.
20. The Premises are offered on an "as is where is" basis. The Bidder is deemed to have full notice and knowledge of the actual state and condition and size of the Premises. No error, omission or misstatement in the description of the Premises will invalidate the Bid and no compensation of the Bidding Deposit, or reduction of the monthly rent or other monies paid or payable will be given.

General

21. 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.