

APPENDIX 7 TO CONDITIONS OF TENDER

INSTRUCTIONS TO TENDERER

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APPENDIX 7 TO CONDITIONS OF TENDER

INSTRUCTIONS TO TENDERERS

(Unless the context otherwise requires, terms and references used in this Appendix have the same meaning and construction as defined or construed in the Conditions of Tender for the aforesaid Tender.)

1 Introduction

- 1.1 JTC is inviting offers for the Tenancy and operation of the Premises by Price-Quality Tender on the terms and subject to the conditions contained in the Tender Packet.
- 1.2 JTC aims to transform the Premises into a central activity node for the Mediapolis precinct in one-north. The Successful Tenderer is expected to introduce vibrant sports concepts and attract sports users and the general public to the Premises. As part of the tender, the road abutting the subject site will be pedestrianised to increase porosity between this main activity generating node and the surrounding developments. Placemaking events and activities can be held on this pedestrianised zone regularly to make the space more vibrant.

2 Eligibility Criteria

- 2.1 Only interested Tenderers who meet the Eligibility Criteria set out in the **Appendix 5** (*Evaluation Criteria*) may submit their offers.

3 Tender Submission Requirements

- 3.1 All tenders shall be prepared and submitted strictly in accordance with the instructions and requirements set out in the Tender Packet, including (for the avoidance of doubt) all instructions and requirements set out in this Appendix.
- 3.2 JTC reserves the right to vary or modify any terms or condition in, or to issue supplementary terms to the Tender Packet (including (for the avoidance of any doubt) this Appendix) at any time prior to the Tender Closing Date.

4 Completion of Form of Tender

- 4.1 Each Tenderer shall download, print and complete the Form of Tender attached at **Annex 7A** of this Appendix. The Form of Tender must be -
- 4.1.1 properly completed with all Parts filled in; and
- 4.1.2 signed by the Tenderer's authorised signatory.
- 4.2 **Tendered Monthly Total Rent**
- 4.2.1 Each Tenderer shall only submit a Tendered Monthly Total Rent for the 5-Year Initial Tenancy Term. For the avoidance of doubt -

- (a) the Tendered Monthly Total Rent comprises the Tendered Monthly Base Rent for the Tenancy and a monthly Variable Rent, which is computed as 1.5% of the projected Total Revenue per month for the 5-Year Initial Tenancy Term; and
- (b) the Tendered Monthly Base Rent submitted in the Successful Tenderer's Form of Tender shall be the monthly base rent for the Premises during the 5-Year Initial Tenancy Term.

4.2.2 For more information on the Tendered Monthly Total Rent, please refer to **Appendix 2** (*Particulars of Tendered Monthly Total Rent*).

4.3 Tenderer's Quality Proposal

4.3.1 Each Tenderer shall attach its Quality Proposal to its tender submission.

4.3.2 For more information on the Quality Proposal, please refer to **Appendix 3** (*Particulars of Tenderer's Quality Proposal*).

4.3.3 Any Form of Tender submitted without the Quality Proposal Enclosure referred to in **Appendix 3** (*Particulars of Tenderer's Quality Proposal*) will be disqualified.

5 Submission of Tender

5.1 The Tenderer shall place the following in a sealed Envelope B with the prescribed Envelope Label (at **Annex-7G** of this Appendix) pasted on it:

5.1.1 Payment advice evidencing payment of the Tender Deposit (in accordance with the Conditions of Tender);

5.1.2 the Tenderer's Quality Proposal (attached as the Quality Proposal Enclosure) and all documents, particulars and information required or mentioned in the Conditions of Tender (e.g. Annexes 7B to 7E);

5.1.3 a thumb drive containing all the softcopies submitted for parts 5.1.1 to 5.1.2 listed above;

5.1.4 a sealed Envelope A with the prescribed Envelope Label (at **Annex-7G** of this Appendix) pasted on it. This sealed Envelope A shall contain:

- a. the properly completed Annex 7A (Form of Tender), signed by the Tenderer's authorised signatory;
- b. all other documents, particulars and information required or set out in Annex 7A (Form of Tender); and

- c. a thumb drive containing all the softcopies submitted for parts 5.1.4a to 5.1.4b listed above.
- 5.2 The Tenderer shall deposit the sealed envelope **BY HAND** before the Tender Closing Date at the venue mentioned below:

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

- 5.3 It will be the responsibility of the Tenderer to ensure delivery into the tender box, which will be in a position accessible to the public. JTC reserves the right to reject all manual submissions not properly submitted into the tender box as allocated.
- 5.4 (a) Tenderers are advised to ensure that their tenders are submitted at least 30 minutes before the official closing time to avoid late tender submission.
- (b) In this regard, Tenderers are to note that the time for closing of tender shall be based on the official time shown in master and slave clock system in The JTC Summit, which is synchronised with GMT time network by means of GPS satellite system. Tenderers should thus synchronise their time with the aforesaid official time for the purpose of tender submission, as any excuse of late submission due to the difference between the aforesaid official time and the time shown in Tenderer's time equipment or watch will not be entertained.
- (c) In addition, Tenderers should also make due allowance for possible delays caused by traffic congestion, inability to find parking lots in The JTC Summit, and/or any other factors that may hinder their timely submission of the tender.
- 5.5 All tenders submitted after the Tender Closing Date shall be disqualified and shall not be considered.
- 5.6 To facilitate JTC's assessment, the Tenderer shall also submit (in the same sealed envelope) a thumb drive containing the electronic PDF copy of all the documents submitted to JTC under the Form of Tender (including the completed Form of Tender). In the event of any conflict or inconsistency between anything contained in the hardcopy documents and the electronic PDF copy contained in the thumb drive, the hardcopy documents shall prevail.

6 Enquiries/Clarifications of Tender

- 6.1 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:

Name of Officer: Mae Ang

Email Address: Mae_ANG@jtc.gov.sg

- 6.2 All other mode of enquiries (e.g. telephone enquiries etc.) shall not be entertained.
- 6.3 If appropriate in the sole opinion of JTC, JTC's replies (if any) to such enquiries or clarifications will be posted on JTC's Website. For the avoidance of doubt, JTC may in its sole absolute discretion decline or refuse to reply to any enquiry or clarification without being liable to any interested Tenderer whatsoever.
- 6.4 JTC bears no responsibility or liability whatsoever to any interested Tenderer for any disruption, delay, inability or failure whatsoever in responding or replying to its enquiry or clarification sought.

7 Alteration, Erasures or Illegibility

- 7.1 Any amendment by any Tenderer of its tender (or any part of it) after the Tender Closing Date (and for avoidance of doubt, after 12.00 pm on the Tender Closing Date) is not allowed and shall be deemed to be a withdrawal of such tender unless expressly allowed by JTC in writing.

8 Copies of Tender

- 8.1 Where this Appendix specifies that tenders are to be submitted using tender box, Tenderers shall submit their tenders and supporting brochures/handbooks in the number of sets as specified in the Invitation to Tender.

9 Language

- 9.1 The tender and all supporting technical data and all documentation to be supplied by the Tenderer shall be in the English language.

10 Tender Validity Period

- 10.1 All tenders submitted shall remain valid for acceptance for the Tender Validity Period (and (for the avoidance of doubt) includes such longer period as may be extended by JTC pursuant to the Conditions of Tender).

11 Withdrawal of Tender

- 11.1 No tenders may be withdrawn after the Tender Closing Date and time prescribed in the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which JTC may have against it, be liable to be debarred from future Government tenders.

12 Rejection and Disqualification of Tender

- 12.1 Please refer to Condition [14] of the Conditions of Tender.

13 Clarification of Tender

- 13.1 In the event JTC seeks clarification upon any aspect of the Tenderer's tender, the Tenderer shall provide full and comprehensive responses within the time stipulated by JTC.
- 13.2 During the evaluation of the Tenderer's tender, the Tenderer may be required, at the discretion of JTC, to be present for a tender interview with JTC.
- 13.3 All expenses incurred in attending to the clarification meetings shall be borne entirely by the Tenderer.

14 Costs in Preparation and Submission of Tender

- 14.1 Each Tenderer shall bear its own costs and expenses incurred in the preparation and submission of its tender.