

TENDER BRIEF
24 September 2024
TENDER REF NO: JTC/PRD/TOL/240924/TK2024

PUBLIC TENDER FOR TEMPORARY OCCUPATION LICENCE

1 The Jurong Town Corporation (the "Corporation") is inviting tenders for the licence to occupy and use the land parcel lot as set out in the table in paragraph 1 hereof on a **temporary** basis (the "Tender"):

No	Plot Code & Location	Zoning/ Usage [#]	Site Area (sqm)	Tenure	Estimated Licence Commencement Month*	Tender Sum	Tender Deposit (in SGD)
1	TK2024 Tukang Innovation Lane (“Said Land”)	B2	6,360.0	1 year	Dec 2024	Tender Sum shall be submitted on the basis of the license fee payable per month	\$15,000

Please refer to Factsheet for list of prohibited usage.

** The actual Licence Commencement Date for the parcel of land will be stated in the tender acceptance letter to be issued by the Corporation.*

2 The Said Land is to be used for short-term industrial and storage purposes as permitted by the Corporation. The Corporation reserves the right to accept or reject any tender for the Said Land whatever and also reserves the right to not accept any tenders nor grant any licence in respect of the Said Land whatever. The Corporation’s decision is final and the Corporation is not obliged to disclose any reason for its decision.

3 Information relating to the Invitation to Tender for the Said Land is contained in the Tender Packet which comprises the following:

- Factsheet and Conditions of Tender (including all documents attached thereto);
- Site Plan; and
- other relevant information which is available at <http://www.jtc.gov.sg/TOL>

4 The Tender process will be held in **ONE** stage only, whereby interested Tenderers shall submit their Tenders to the Corporation through GeBIZ (www.gebiz.gov.sg) for the licence to occupy and use the Said Land. The Corporation reserves the right to not accept the highest Tender. The Corporation’s decision is final and the Corporation is not obliged to disclose any reason for its decision.

5 All Tenders shall be submitted:

- (a) in accordance with this Tender Brief, Site Plan, Factsheet, Conditions of Tender, Appendices to the Conditions of Tender, Corrigendum, Addendum Letters issued by the Corporation (if any) and such other

requirements and/or directions as may be stipulated by the Corporation;

- (b) via GeBIZ at www.gebiz.gov.sg for the Said Land and the Tenderer shall fill in the Tender Sum at <Unit Price> field and the Proposed Usages at <Remark> field. Any Tender submitted without the Tender Sum and/or the Proposed Usage will not be accepted or considered;
- (c) with an updated company profile from Accounting & Corporate Regulatory Authority (ACRA) attached to the submission;
- (d) together with payment of the deposit for the amount as set out in the table in paragraph 1 above for participating in the Tender ("Tender Deposit") to the Corporation by way of bank transfer¹ to **JTC's Citibank N.A. Singapore Account No.: 0-020459-026** or such other bank account(s) as JTC may notify, with instructions to the bank to quote the tender deposit description, "[Company Name] TOL TD [Location & Plot Code which is indicated in the table in paragraph 1 above]" for the transaction; and
- (e) by the closing date and time on **8 Oct 2024 at 4 pm**, respectively.

Any Tender submitted after the said closing date and time or which otherwise does not meet any of the above conditions will not be accepted or considered.

- 6 All Tenders will remain valid for acceptance for **12 weeks** with effect from the said closing date ("Validity Period"). For the avoidance of doubt, the Licence Commencement Date for the Said Land can be after the Validity Period expires.
- 7 (a) If a Tenderer withdraws or amends a Tender after submission of the same, during the Validity Period, the Tender Deposit of such Tenderer will be forfeited.
- (b) If a Tenderer withdraws or amends a Tender after the award has been given to him ("the Successful Tenderer") or if the Successful Tenderer fails to, by Licence Commencement Date take up the licence of the Said Land based on the Corporation's terms and conditions and that of the Licence Agreement attached as Appendix A of the Conditions of Tender, following the Corporation's acceptance of such Tender, then **in addition to the forfeiture of the Successful Tenderer's Tender Deposit, the Successful Tenderer shall also pay to the Corporation, the unpaid licence fee for the entire licence term and damages suffered by the Corporation.**

The Successful Tenderer who fails to pay the Corporation the sums set out in paragraph 7(b) herein, shall in addition to any other remedies available to the Corporation, be debarred from tendering for all Government Ministries' or Departments' and Statutory Boards' projects for all lines of business for a period to be determined by the Standing Committee On Debarment (SCOD).

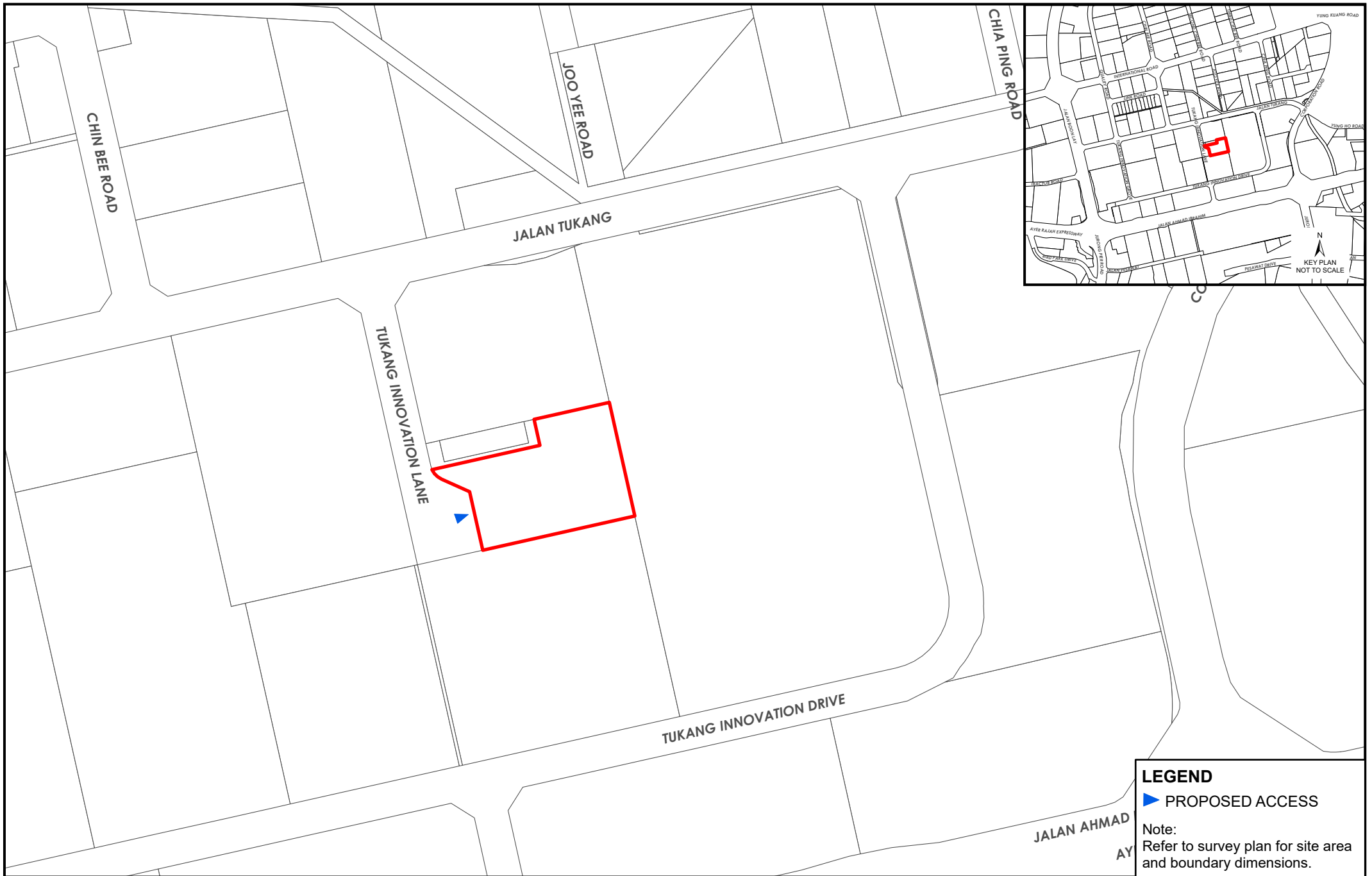
¹ Please do not select "Automated Clearing House (ACH)" as the bank transfer payment method.

- 7A The Corporation reserves the right to require the Tenderer to do the following for advisory clearance, by a deadline stipulated by the Corporation:
- (a) to submit a TOL Land Proposal Application Form (as attached as **Appendix B** of the Conditions of Tender) to NEA;
 - (b) to consult any government agencies/authorities as part of the tender evaluation process.
- 8 The Successful Tenderer will enter into a Licence Agreement with the Corporation in respect of the Said Land by the Licence Commencement Date as stated in the table in paragraph 1 above. A specimen copy of the Licence Agreement is attached as Appendix A to the Conditions of Tender. The terms of the specimen Licence Agreement may be amended at any time by the Corporation at its sole discretion.
- 9 The Licence Agreement executed by the Successful Tenderer will be based on:
- (i) the terms and conditions of the specimen licence agreement attached as Appendix A of the Conditions of Tender or any amendments thereto as required by the Corporation;
 - (ii) the relevant terms and conditions as set out in the documents comprising the Invitation to Tender (in particular Factsheet and paragraph 3 of this Tender Brief); and
 - (iii) such other terms and conditions as the Corporation shall impose.
- 10 For more information, please contact:

JTC Contact Centre
1800- 5687000

This Tender Brief is meant to highlight some of the terms of the Invitation to Tender. All Tenderers shall strictly comply with the terms and requirements as stipulated in the Invitation to Tender. The Invitation to Tender which comprises of the following documents:

- a Tender Brief;*
- b Location Plan;*
- c Prelim Survey Plan;*
- d Factsheet;*
- e Conditions of Tender;*
- f Appendices to the Conditions of Tender; and*
- g Corrigendum, Addendum Letters issued by the Corporation (if any).*

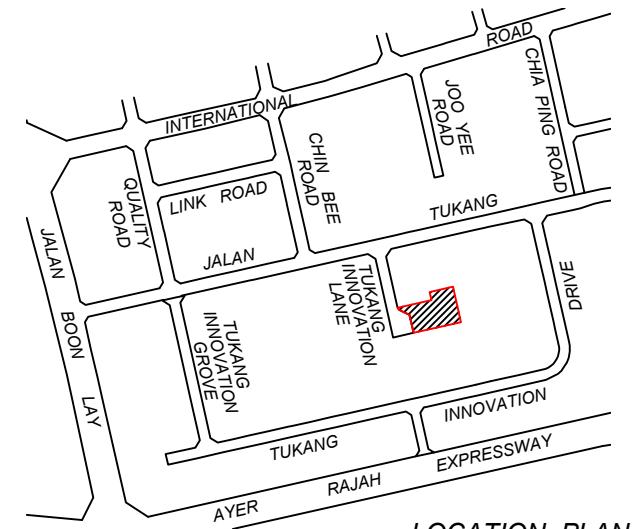
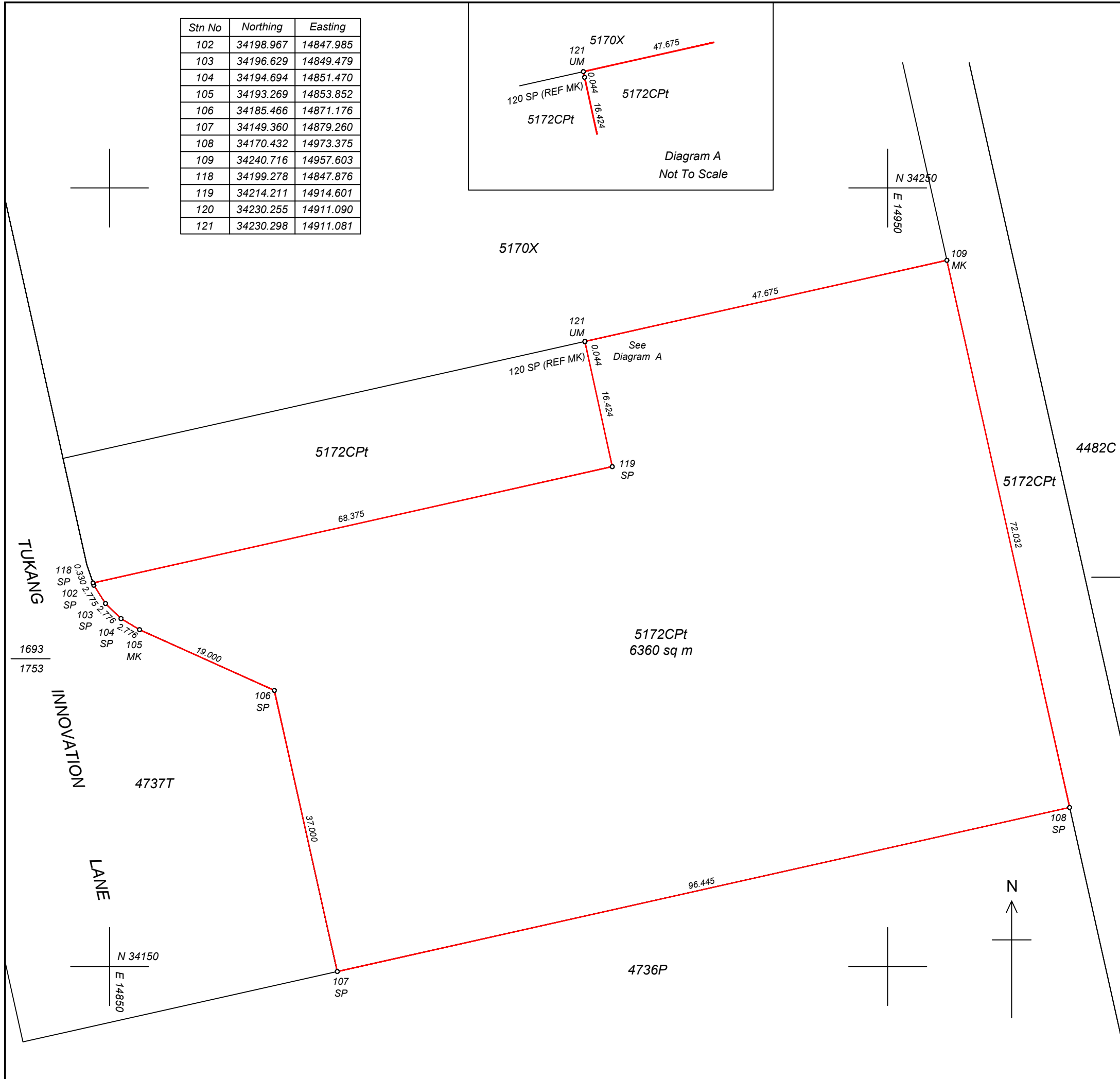
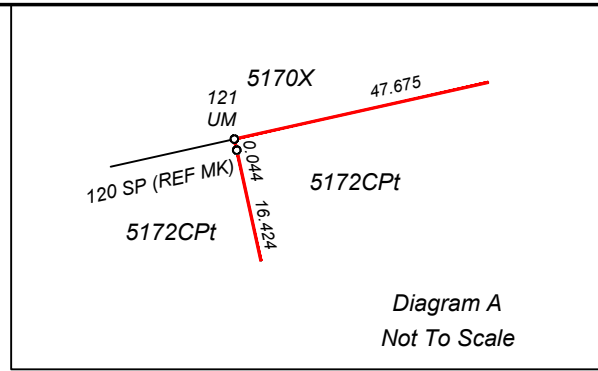


LEGEND

- ▶ PROPOSED ACCESS

Note:
Refer to survey plan for site area and boundary dimensions.

Stn No	Northing	Easting
102	34198.967	14847.985
103	34196.629	14849.479
104	34194.694	14851.470
105	34193.269	14853.852
106	34185.466	14871.176
107	34149.360	14879.260
108	34170.432	14973.375
109	34240.716	14957.603
118	34199.278	14847.876
119	34214.211	14914.601
120	34230.255	14911.090
121	34230.298	14911.081



NOTE :
This plan is constructed based on SVY-21 Datum.
All Distances are in metres.
Areas, boundaries and dimensions shown hereon are provisional and subject to alteration on final survey.



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8 Jurong Town Hall Road
Singapore 609434
Tel : 6560 0056 Fax : 6565 5301



Real impact,
made together.

Surbana Jurong Consultants Pte. Ltd.
38 Cleantech Loop #01-31, Singapore 636741
www.surbanajurong.com
Company Regn No: 200304951Z

(Signature)
5-9-2024
LEONG KIN WENG
REGISTERED SURVEYOR

PRELIMINARY SURVEY PLAN
ENCROACHMENT CHECK FOR TOL TENDER SITE
ON LOT MK06-05172Cpt

SJCPL Ref : 500-09-50-0295-089	Surveyed By : Tham Choon Poh 2-9-2024
JTC Ref : IS114-2024	Drawn By : Tan Kim Lian 3-9-2024
Scale : 1 : 500	Mukim No. 6
Location : Tukang Innovation Lane	Cadastral Map : 1693 & 1753

Drawing No. **SB-50LS-LCJW-S23012-089-2**



Temporary Occupation Licence - Factsheet



Date	:	24 September 2024
Location	:	Tukang Innovation Lane
Land Area	:	6,360.0 sqm
Plot Code	:	TK2024
Mukim/Lot No.	:	MK06 - 5172CPt
Available Tenure	:	1 year from Licence Commencement Date
Tender Deposit	:	As set out in paragraph 1 of the Tender Brief
Usage	:	Business 2
Aesthetic Guidelines	:	<p>Some aesthetic guidelines which must be complied with on the subject site include (but are not limited to) the following:</p> <ul style="list-style-type: none">(i) All unsightly activities including loading/unloading areas shall be hidden from view from the main road/roads and immediate neighbour by locating these away from direct view or be screened from view by proper landscaping.(ii) Landscape is encouraged to enhance the overall environment. For visually sensitive locations such as the portion facing public roads, appropriate landscape treatment such as well-designed shrubs, flowering plants and other softscape are encouraged in addition to trees.
Prohibited Usage	:	<p>The following usage will not be permitted on the subject site unless otherwise specified:</p> <ul style="list-style-type: none">• All trades involving any liquids (including diesel & liquefied petroleum gas), goods, materials or things of an offensive, dangerous, toxic, corrosive, explosive or combustible nature. Activities which give rise to Health and Safety buffer(s) that is defined by Individual Risk (Injury) contour from the site and/or pipeline QRA and injury hazard zone of Worst Case Scenario (WCS) for transport QRA*• Workers' quarters/dormitory• Repair and servicing of motor vehicles/machinery/construction equipment• Concrete batching• Concrete precasting• Abrasive blasting except conducted in chambers**• All trades involving food waste• All trades involving construction and demolition waste, wood or horticultural waste, and other recycling activities which generate dust and odour; and storage of scrap metal, waste paper and other waste materials**• Car park for heavy vehicles and trailers***• Logistics & warehousing***

* Storage of diesel can be allowed if the same is (i) required for the approved usage of the subject site and (ii) for the successful tenderer's own operations only and not for sale to the public, subject always to approvals being obtained from the relevant agencies.

** Can be allowed subject to relevant agencies' approvals (e.g. NEA) and implementation of required mitigating measures to mitigate the effects of dust and odour arising from these activities.

*** Can be allowed subject to LTA's approval.

The above list of prohibited usage serves only as a guide and is by no means exhaustive or final.

Some of the Terms & Conditions (non-exhaustive)

- Traffic
- (i) Relevant approvals from LTA/DC shall be obtained in the event the proposed activities/usage by the Tenderers are deemed to generate high traffic volume.
- (ii) JTC reserves the right not to award the tender to any tenderer whose proposed activities/ usage, including but not limited to container depot/yard and other logistics uses, are deemed to generate high traffic volume.

Access & Condition of the Subject Site

- (i) Access to the subject site shall be from Tukang Innovation Lane, as indicated in the attached location plan.
- (ii) The subject site is taken on an "as is where is" basis and there shall not be any objection or requisition in respect thereof.

Road Reserve

Activities shall be restricted within the boundaries of the subject site and shall not encroach onto the road reserve. Stock piling of building materials or equipment within the existing road reserve and carriageway are strictly not allowed.

Works on Expiry/Termination of Licence

The successful tenderer is required to carry out such works as required by JTC, to JTC's satisfaction, before the expiry or earlier termination of the licence period, at the successful tenderer's own cost. This includes the full reinstatement of the ground condition to turf land.

Slope

There is slope (>1.5m) on the subject site.

Existing structures

There is open concrete drain within the subject site that cannot be removed.

Removal of Trees/Plants etc / Tree Felling

Approvals from the relevant agencies must be obtained before any works are carried out to remove trees/ plants at the subject site.

Disclaimer

: While the information and details provided in this Factsheet are correct as at date of the issuance of this Factsheet, the information and details set out above are subject to change. JTC expressly disclaims all liability in respect of the use or reliance placed on the information set out in this Factsheet. Please make independent queries and check with relevant Authorities on all matters in respect of the subject site and the proposed usage.

CONDITIONS OF TENDER
(for land lot parcel TK2024 at Tukang Innovation Lane)

- 1 The Jurong Town Corporation (hereinafter referred to as “the Licensor”) is inviting offers by tenders (hereinafter referred to as “Tender”) for the licence to occupy and use one of the land parcel lots described in paragraph 1 of the Tender Brief (hereinafter referred to as “the Said Land”) subject to the Factsheet and Conditions of Tender.
- 2 “Tender Packet” for the Said Land containing Tender Brief, Factsheet, Conditions of Tender, Site Plan, Prelim Survey Plan, Appendices to the Conditions of Tender, Corrigendum, Addendum Letters issued by the Licensor (if any) and other relevant documents may be obtained from JTC’s website, www.jtc.gov.sg/TOL.
- 3 The successful tenderer for the Said Land (hereinafter referred to as “the Successful Tenderer”) shall in addition to the Factsheet, Conditions of Tender, Tender Brief, Appendices to the Conditions of Tender, Corrigendum and Addendum Letters issued by the Licensor (if any) comply with the conditions, if any, stipulated on the Site Plan relating to the Said Land supplied in the Tender Packet, which is intended to be a guide on the requirements of the Licensor in respect of the use of the Said Land.
- 4 The Successful Tenderer shall, subject to the terms of the Factsheet, Tender Brief and Conditions of Tender, be granted a licence to use the Said Land for a term of **one (1) year** from the Licence Commencement Date based on the terms and conditions of the specimen Licence Agreement attached as **Appendix A** hereto (hereinafter referred to as “Licence”) and such other terms and conditions as the Licensor imposes.
- 5 Each Tenderer shall be taken to have read and shall be bound with full notice and knowledge of the contents of:
 - the specimen Licence Agreement, and
 - the Factsheet, Conditions of Tender, Tender Brief, Appendices to the Conditions of Tender, Site Plan, Prelim Survey Plan, Corrigendum and Addendum Letters issued by the Licensor (if any)

including all additions, variations and amendments to the said documents, as well as any plans, drawings, reports and other documents referred to, mentioned in, appended or annexed to the said documents, made by the Licensor prior to the closing date and time for submission of Tenders as hereinafter mentioned. The additions, variations and amendments to the said documents, if any, will be announced on GeBIZ and JTC websites prior to the closing date and time for submission of Tenders. All references herein to the specimen Licence Agreement and the Factsheet and Conditions of Tender shall be deemed to mean such documents as added to, varied or amended as aforesaid.

Submission of Tender

- 6 (a) The Tenderer shall login to GeBIZ at www.gebiz.gov.sg, fill in the Tender Sum at <Unit Price> field and the Proposed Usages at <Remark> field. Any Tender submitted without the Tender Sum and/or the Proposed Usage will not be accepted or considered.
- (b) In submitting the Tender, the Tenderer shall attach an updated company profile from Accounting & Corporate Regulatory Authority (ACRA):
- (i) where the Tenderer is a sole proprietor, the particulars of the proprietor himself;
 - (ii) where the Tenderer is a partnership, the particulars of such partnership and at least one of the partners of such partnership; and
 - (iii) where the Tenderer is a company, the particulars of such Company and its duly authorised representative who must be a Singapore citizen or permanent resident in Singapore and who shall be required to stand as guarantor for all payments payable by the Tenderer.
- (c) For each land parcel lot, Tender shall be submitted on the basis of the licence fee payable per month (hereinafter referred to as “the Tender Sum”) for the licence term of **one (1) year**. The Tender Sum shall not include any amount of Goods & Services Tax (hereinafter referred to as “GST”) chargeable under the Goods and Services Tax Act (Chapter 117A) in relation to the Licence of the Said Land and which is payable by the Successful Tenderer.
- (d) The Tenderer shall submit the tender via GeBIZ before the closing date and time for the submission of the Tender set out in paragraph 5 of the Tender Brief. Any Tender submitted after the said date and time shall not be considered.
- (e) The Licensor reserves the right to require the Tenderer to do the following for advisory clearance, by a deadline stipulated by the Licensor:
- (i) to submit a **TOL Land Proposal Application Form** (as attached as **Appendix B** of the Conditions of Tender) to NEA;
 - (ii) to consult any government agencies/authorities as part of the tender evaluation process.
- (f) All costs and expenses incurred by the Tenderer in preparing and submitting the Tender shall be borne entirely by the Tenderer.

7 For the purposes of submitting a Tender, the Tenderer is required to put up a tender deposit for the amount of Singapore Dollars as set out in paragraph 1 of the Tender Brief for the Said Land (hereinafter referred to as “the Tender Deposit”).

8 (a) The Tender Deposit shall be paid at the time of submission of the Tender in the following manner:-

(i) by way of bank transfer¹ to **JTC’s Citibank N.A. Singapore Account No.: 0-020459-026** or such other bank account(s) as JTC may notify the tenderer; and

(ii) to instruct the bank to quote the tender deposit description as “[Company Name] TOL TD [Location & Plot Code]” for the transaction.

Payment in CASH or by CHEQUE or any other means WILL NOT BE ACCEPTED.

(b) Failure to effect payment of the Tender Deposit in the manner set out in Condition 8 hereof by the closing date and time for the submission of the Tender shall render the Tender disqualified and the Tender will accordingly not be considered.

(c) (i) The Tender Deposit shall be refunded without interest to all unsuccessful Tenderers within **Twelve (12) weeks** from the closing date for the submission of Tender till **31 Dec 2024** subject to such deductions from the Tender Deposit that the Licensor shall be entitled to make under the terms of the Factsheet, Conditions of Tender, Tender Brief, Appendices to the Conditions of Tender, Site Plans, Corrigendum and Addendum Letters issued by the Licensor (if any). Such refund shall be made to the bank account from which the Tender Deposit was paid. Thereafter, such unsuccessful tenderers shall, apart from the refund of the Tender Deposit, have no other claim whatsoever against JTC.

(ii) Any amendment by the Tenderer of his Tender or any part thereof after the closing date and time for submission of Tender shall unless expressly allowed by the Licensor be deemed to be a withdrawal of such Tender.

9 The Tenders submitted shall remain valid for a period of **Twelve (12) weeks** with effect from 4.00pm on the tender closing date up to and including **31 Dec 2024** (“Tender Validity Period”).

¹ Please do not select “Automated Clearing House (ACH)” as the bank transfer payment method.

- 10 The Licensor reserves the right at any time to withdraw the Invitation to Tender without being liable for any costs, expenses, losses and/or damages incurred by the Tenderers whatsoever.

Description, Condition and Area of Land

- 11 In submitting the Tenders, the Tenderers agree and acknowledge that:
- (a) the Said Land shall be deemed to be correctly described with respect to its configuration and other physical parameters as indicated in the Site Plan enclosed herewith;
 - (b) the Said Land shall be licensed subject to all easements and rights (if any) subsisting thereon and without any obligations on the part of the Licensor to define the same respectively;
 - (c) the Said Land shall be licensed on an “as is where is” basis and the Tenderer shall be deemed to have notice of the actual state and condition of the Said Land including but not limited to matters as regards access, ingress and egress, drainage, utility services, easements, rights of way and all other encumbrances, if any, affecting the same;
 - (d) no error, omission, mis-statement or mis-description in the Conditions of Tender (including the specimen Licence Agreement, any plans, drawings, reports or other documents referred to, mentioned in, appended or annexed to these Conditions of Tender) as well as Factsheet, Tender Brief, Appendices to the Conditions of Tender, Site Plan, Corrigendum and Addendum Letters issued by the Licensor (if any) shall invalidate any Tender submitted or entitle the Successful Tenderer to terminate any Licence Agreement executed pursuant to the Conditions of Tender by the Successful Tenderer nor shall the same discharge the Successful Tenderer from its obligations pursuant to any agreement between the Successful Tenderer and the Licensor or entitle the Successful Tenderer to any compensation whatsoever or to any reduction of amounts payable under the Licence Agreement.
 - (e) The Said Land may be viewed by Tenderers on such date and time as may be determined by the Licensor.

Evaluation Criteria

- 12 The Licensor shall evaluate the Tenders submitted based on several criteria, including but not limited to the following:
- (a) the Tenderer shall be a company incorporated or a firm registered in Singapore or if an individual, a citizen or permanent resident of Singapore;

- (b) the Tenderer shall have the legal capacity to enter into and form contracts under the applicable laws and in any event, if the Tenderer is an individual, he shall not be under 21 years of age;
- (c) the Tenderer shall have duly completed the Tender in the manner prescribed by the Licensor and shall have provided the Licensor with all required information which shall be accurate, up-to-date and complete, and maintained and updated promptly so as to ensure the accuracy at all times;
- (d) the Tenders submitted shall comply fully with the Factsheet and Conditions of Tender and other requirements as contained in the documents in the Tender Packet, including all additions, variations and amendments to the said documents, as well as any plans and drawings, reports and other documents referred to, mentioned in, appended or annexed to the Conditions of Tender;
- (e)(i) the Said Land shall not be used for any of the following usage which are strictly **not** permitted unless otherwise specified:

- All trades involving any liquids (including diesel & liquefied petroleum gas), goods, materials or things of an offensive, dangerous, toxic, corrosive, explosive or combustible nature. Activities which give rise to Health and Safety buffer(s) that is defined by Individual Risk (Injury) contour from the site and/or pipeline QRA and injury hazard zone of Worst Case Scenario (WCS) for transport QRA*
- Workers' quarters/dormitory
- Repair and servicing of motor vehicles/machinery/construction equipment
- Concrete batching
- Concrete precasting
- Abrasive blasting except conducted in chambers**
- All trades involving food waste
- All trades involving construction and demolition waste, wood or horticultural waste, and other recycling activities which generate dust and odour; and storage of scrap metal, waste paper and other waste materials**
- Car park for heavy vehicles and trailers***
- Logistics & warehousing***

* Storage of diesel can be allowed if the same is (i) required for the approved usage of the subject site and (ii) for successful tenderer's own operations only and not for sale to the public, subject always to approvals being obtained from the relevant agencies.

** Can be allowed subject to relevant agencies' approvals (e.g. NEA) and companies putting in the required mitigating measures to mitigate the dust and odour arising from these activities.

***Can be allowed subject to LTA's approval.

- (e)(ii) Relevant approvals from LTA/DC shall be obtained in the event the proposed activities/uses by the Tenderers are deemed to generate high traffic volume. Please note that the Licensor reserves the right not to award to any tenderer whose proposed activities/usage(including but not limited to container depot/yard and other logistics uses, are deemed by the Licensor to generate high traffic volume.
- (f) the Tenderer shall have put up and maintained the required Tender Deposit in the manner and for the duration as stipulated in Condition 8;
- (g)(i) the Tenderer shall not have any outstanding debts due to the Licensor as at the date of the Tender;
- (g)(ii) previous breach of any terms and conditions of the Licensor's legal agreement for other plot of land by any Tenderer may affect the particular Tenderer's Tender for the Said Land;
- (h) the Tenderer shall not be suspended or debarred by the Standing Committee on Debarment, c/o Ministry of Finance, from participating in public sector tender; and
- (i) the Tenderer shall have met any other criteria as may be stipulated by the Licensor in its sole discretion in connection with the Tender.
- (j) The Licensor reserves the right to accept or reject any tender for the Said Land whatever and also reserves the right to not accept any tenders nor grant any licence in respect of the Said Land whatever. The Licensor also reserves the right to not accept the highest of any tender offer or bid. The Licensor's decision is final and the Licensor is not obliged to disclose any reason for its decision.

Acceptance of Tender

13 Selection of the Successful Tenderer shall be at the absolute discretion of the Licensor. The Licensor reserves the sole and exclusive right to select the Successful Tenderer in its sole discretion based on the Licensor's selection criteria and may be subject to:

- (a) verification of the identity and capacity of the Tenderer; and
- (b) the said Tenderer satisfying such conditions as may be stipulated by the Licensor and not being in breach of any of the Tender Brief, Factsheet and Conditions of Tender or any other contractual obligation to the Licensor;

without being liable for any costs, expenses, losses and/or damages incurred by the Tenderer whatsoever. The Licensor's decision thereto shall be taken as final

and the Licensor shall not be obliged to divulge or furnish any reason for its decision.

14 As soon as the Licensor has selected the Successful Tenderer, the Licensor shall inform the Successful Tenderer of the acceptance of his Tender and award of the Tender to him by a letter (hereinafter referred to as “the Tender Acceptance Letter”) to be sent by post to the address given in the Tender and such a letter so sent shall be deemed to have been received by the addressee in due course of post. The date of the Tender Acceptance Letter to the Successful Tenderer shall be deemed to be the date of acceptance by the Licensor of the Tender.

15 [Not Used]

Successful Tenderer

16 The issuance of the Tender Acceptance Letter constitutes the acceptance of the Successful Tenderer's Tender by the Licensor, whereupon the Successful Tenderer shall be bound by and deemed to have executed the Licence Agreement in respect of the Said Land at the Tender Sum contained in the Successful Tenderer's Tender, based on the terms and conditions as set out in the specimen Licence Agreement and such other terms and conditions that may be imposed by the Licensor. Notwithstanding the above, The Successful Tenderer shall not enter into any arrangements or contracts relating to the Said Land until such time when the Licence Agreement has been executed pursuant to Condition 19.

17 Following the Licensor's acceptance of the Successful Tenderer's Tender pursuant to Condition 16 and subject to the Licensor being satisfied that the Successful Tenderer has fulfilled the conditions as stipulated by the Licensor the Successful Tenderer shall procure that:

(a) if the Successful Tenderer is an individual, the relevant company or firm for which the Successful Tenderer participated in the Tender will be incorporated (with such paid-up capital acceptable to the Licensor) or registered, as the case may be, no later than ten (10) days from the date of the Tender Acceptance Letter, failing which (and in any event until the said company or firm, as the case may be, executes and returns the Licence Agreement as provided in Condition 19) the individual Successful Tenderer shall be responsible for compliance with, as well as any losses, costs, expenses and liabilities arising from any non-compliance with, the terms of all documents in the Tender Packet;

(b) all required regulatory or other approvals, consents and licences shall be obtained and that the Successful Tenderer shall at all times at his own cost and expense observe and comply with the provisions of all Acts of Parliament, rules, regulations, orders and other statutory provisions in force from time to time and applicable in respect of the Said Land and/or any development or activities thereon (including but not limited to those related to traffic clearance or removal of trees or plants on the Subject Land) and shall also observe and comply with all terms, conditions,

requirements, notices and directions imposed or issued by any relevant Authorities or bodies in respect of the Said Land and/or any development or activities thereon from time to time; and

- (c) all other requirements and directions specified by the Licensor for the purposes of the Licence of the Said Land (including as may be stated in the Tender Acceptance Letter) will be complied with, including but without limitation to Condition 19.

Provided that the Successful Tenderer acknowledges and agrees that, without prejudice to the terms herein and subject to Condition 19, the acceptance of the Successful Tenderer's Tender and right to the Licence of the Said Land as set out in the Tender Acceptance Letter shall be personal to the Successful Tenderer and shall not be transferable nor assignable.

Payment of Tender Sum in Successful Tender

18 The Successful Tenderer shall:

- (a) within ten (10) days of the date of the Tender Acceptance Letter, check with the relevant Authority whether *ad valorem duty* is payable on the Tender Acceptance Letter and the Licence Agreement (in duplicate) and to furnish the said letter to the Licensor. If *ad valorem duty* is payable, to pay to the Licensor the proper amount of *ad valorem duty* on the Tender Acceptance Letter and on the Licence Agreement (in duplicate) so that the Licensor may arrange for payment of stamp duty chargeable on the said documents;
- (b) pay by way of bank transfer to **JTC's Oversea Chinese Banking Corporation Limited Account No.: 501-104970-001** or such other bank account(s) as JTC may notify the tenderer the one-month licence fees (less quantum of Tender Deposit which has not been deducted by the Licensor) for the Said Land, Survey fee, cost for the preparation of the Licence Agreement, stamp duties and any other incidental cost as stated in the Tender Acceptance Letter within fourteen (14) days from the date of the Tender Acceptance Letter (time in this respect being the essence of the contract) together with the amount of GST chargeable in relation to such payments; and
- (c) pay on demand all costs, fees, stamp duties and all other expenses and disbursements more particularly set out in Condition 22 hereof as soon as the amount thereof is ascertained.

Completion of Licence Agreement

- 19 (a) Upon the Successful Tenderer complying with Condition 18 hereof to the satisfaction of the Licensor, the Licensor shall prepare the Licence Agreement substantially in the form set out in the specimen Licence Agreement as **Appendix A** hereto subject to any amendments or

modifications at the Licensor's absolute discretion and shall thereafter forward the Licence Agreement in duplicate to the Successful Tenderer.

- (b) The Successful Tenderer shall following receipt of the physical copies of the Licence Agreement from the Licensor:-
- (i) within the time period stipulated by the Licensor:
 - sign or otherwise procure that the relevant company or firm referred to in Condition 17(a) sign the said Licence Agreement (in duplicate) as licensee, and
 - if applicable, provide to the Licensor a certified true copy of the Certificate of Incorporation or Business Registration relating to the company or firm (as the case may be) which signs the Licence Agreement;
 - (ii) return the duly signed Licence Agreement to the Licensor before delivery of possession of the Said Land in accordance with Condition 26 hereof or commencement date of the licence term, whichever is earlier; and
 - (iii) forward to the Licensor reasonably satisfactory evidence of standing instructions or direct debit authorisation having been issued to the Successful Tenderer's bank to remit payment of the monthly licence fees in respect of the Said Land together with GST thereon to the Licensor, by interbank GIRO or any other mode as may be determined by the Licensor for the term of the Licence of the Said Land.

20 If the Successful Tenderer shall for whatever reason fail to observe or perform or shall fail to ensure the due observance or performance of any of these Conditions of Tender, the Licensor may forfeit the Tender Deposit and all other monies paid under the provisions hereof which shall thereupon belong to the Licensor and the Licensor shall be entitled to:

- (a) dispose of, and where possession of the Said Land has been delivered to the Successful Tenderer in accordance with Condition 26 hereof, to re-enter upon and resume possession and to dispose of the Said Land and any interest therein as if the Successful Tenderer had never submitted a Tender under these Conditions of Tender; and
- (b) whether by public auction, private treaty, tender or any other mode of allocation to obtain a licensee for the Said Land, subject to such conditions and generally in such manner as the Licensor may in its absolute discretion think fit with power to vary or rescind any contract, buy in any auction and/or to dispose of the same,

and the deficiency in the proceeds, if any, arising on such disposal or attempted disposal shall be made good and paid for by the Successful Tenderer

to the Licensor on demand and shall be recoverable by the Licensor against the Successful Tenderer as damages but any increase of proceeds on a redisposal shall belong to the Licensor absolutely.

- 21 Nothing herein or in the Licence Agreement shall be construed to exempt the Successful Tenderer from otherwise complying with the conditions and requirements of all relevant authorities or bodies in force from time to time and applicable in respect of the Said Land and/or any intended developments and activities thereon. The Successful Tenderer shall ascertain the exact and detailed conditions and requirements of all relevant authorities or bodies in respect of any development or activities on the Said Land and shall at his own costs and expenses observe and comply with the same.

Payment of Costs and Expenses

- 22 The Successful Tenderer shall forthwith pay on demand:-
- (a) all legal costs and all other expenses incurred or to be incurred by the Licensor in connection with the preparation, finalisation and completion of these Tender documents for and any other documents relating to the Said Land and in respect of matters incidental thereto or arising there from;
 - (b) all stamp duties payable on the Licence of the Said Land and all other costs and expenses incurred or to be incurred in connection with the preparation and completion of the said Licence Agreement and matters incidental thereto or arising therefrom;
 - (c) a deposit equivalent to **three (3) months'** licence fees calculated based on the Tender Sum as security against breach by the Successful Tenderer of any terms and conditions of the Licence Agreement;
 - (d) the amount(s) of GST charged or chargeable in relation to the Licence of the Said Land and the supply of any goods or services by or on behalf of the Licensor to the Successful Tenderer.
 - (e) a non-refundable administrative fee based on the Licensor's then prevailing policies if –
 - (i) the Successful Tenderer does not have any standing instructions or direct debit instructions for payment of monthly fees by GIRO (as required under clause 19(b)(iii)); or
 - (ii) at any time, the Successful Tenderer's standing instructions or direct debit instructions for GIRO arrangement is not effected, or is discontinued, for whatever reason.

Statutory Provisions and Requirements of Relevant Authorities and Bodies

- 23 The Successful Tenderer shall at all times at his own costs and expense observe and comply with the provisions of all Acts of Parliament, rules, regulations, orders and other statutory provisions in force from time to time and applicable in respect of the Said Land and/or any development or activities thereon and shall also observe and comply with all terms, conditions, requirements, notices and directions imposed or issued by any relevant Authority or body in respect of the Said Land and/or any development or activities thereon from time to time.
- 24 Nothing herein or in the foregoing specimen Licence Agreement shall be construed to exempt the Successful Tenderer from otherwise complying with the conditions and requirements of all relevant Authorities and bodies in force from time to time and applicable in respect of the Said Land and/or any intended developments and activities thereon. The Successful Tenderer shall ascertain the exact and detailed conditions and requirements of all relevant Authorities and bodies in respect of any development or activities on the Said Land and shall at his own costs and expense observe and comply with the same. It is advised that Tenderers should consult relevant Authorities and bodies in respect of the intended development or activities on the Said Land prior to submitting their Tenders. The Licensor shall not be liable to the Successful Tenderer for any loss, damage or inconvenience caused by having to comply with such conditions and requirements of the relevant Authorities or bodies or if the Successful Tenderer is unable to occupy and use the Said Land for his intended purposes or part thereof in whatsoever manner due to such conditions and requirements imposed by the relevant Authorities and bodies.
- 25 In the event that there are existing utility services such as pipes, cables, etc within the Said Land, the Successful Tenderer may be required to divert, repair or protect such existing utility services and the cost of diversion, repair or protection, if any, shall be borne by the Successful Tenderer and shall be paid by him forthwith on demand to the relevant Authorities or bodies.

Possession of Land Parcel

- 26 (a) Vacant possession of the Said Land shall be delivered to the Successful Tenderer following the receipt by the Licensor of the payments and completion of the Licence Agreement mentioned under Conditions 18 and 19 respectively.
- (b) Possession of the Said Land shall be given to the Successful Tenderer by delivering to him a letter stating that possession of the Said Land or such part thereof as mentioned shall be deemed to be handed over to him with effect from such date as specified in the said letter and the manner of delivery of vacant possession.
- (c) The Successful Tenderer shall not be entitled for any reason whatsoever to:-
- (i) withhold any payment;

- (ii) object to or refuse the delivery of possession of the Said Land or any part thereof to him; or
- (iii) delay or refuse to observe or perform any of these present Conditions of Tender and/or the terms of the Licence Agreement.

Debarment

- 27 Without prejudice to any right of action or other remedy which the Government of Singapore (hereinafter referred to as “the Government”) and/or the Licensor may have or any proceedings, civil or criminal, which the Government and/or the Licensor may decide to initiate or take -
- (a) the Government and/or the Licensor shall debar the Successful Tenderer and any Tenderer that is found guilty of corruption, regardless of the amount involved, from participating in all future tenders and auctions of the Ministries and Departments of the Government and Statutory Boards for a minimum period of **five (5) years**;
 - (b) the Government and/or the Licensor reserve the right to debar the Successful Tenderer from participating in all future tenders and auctions of the Ministries and Departments of the Government and Statutory Boards for such period as the Government and/or the Licensor 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 present Conditions of Tender; and
 - (c) the Successful Tenderer shall on demand pay such amount as the Licensor may determine as compensation for any loss and damage that may be suffered, directly or indirectly, by the Licensor as a result of any failure to observe or perform any of the terms and conditions contained or referred to in these present Conditions of Tender on the part of the Successful Tenderer or the employees or agents of the Successful Tenderer.

Withdrawal of Tender

- 28 Without prejudice to the Licensor’s other rights and remedies, in the event the Tenderer/Successful Tenderer withdraws his Tender, the following shall apply:
- (a) if the Tenderer withdraws his Tender during the Tender Validity Period, his Tender Deposit will be forfeited; or
 - (b) if the Successful Tenderer withdraws his Tender after the award has been given to him, his Tender Deposit will be forfeited and he shall also pay on demand to the Licensor the unpaid licence fee for the entire licence term and damages suffered by the Licensor as well as be subject to debarment under Condition 27.

Period of Debarment for Terminating the Licence Agreement

- 29 In the event the Successful Tenderer terminates the Licence Agreement without giving notice as required under the Licence Agreement, the period of debarment as provided in Condition 27 shall be for a period of one (1) year or any period exceeding one year, at the discretion of the Licensor.

Period of Debarment for Breach of the Licence Agreement

- 30 In the event the Successful Tenderer is in breach of the terms and conditions of the Licence Agreement, which results in the termination of the same, such Successful Tenderer may be debarred as provided in Condition 27 up to a maximum of five (5) years at the discretion of the Licensor.

Giving False Information

- 31 Tenderers who give false information for purposes of gaining advantage for securing award will be debarred from participating in all tenders as provided in Condition 27 for two (2) years regardless of value of licence, tenancy or lease agreements.

General Provisions

- 32 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 the Licensor may notify to the Successful Tenderer in writing.
- 33 Without prejudice to any terms and conditions stipulated in these Conditions of Tender, if there is any conflict between the provisions of the Licence Agreement executed pursuant to these Conditions of Tender the provisions of the Licence Agreement shall take precedence.
- 34 The headings to these Conditions of Tender shall not be deemed to form part of the same and shall not affect the interpretation or construction of any of the provisions herein.
- 35 The terms “Authority” “Authorities” “bodies” and “body” shall be deemed to include government ministries, departments, agencies, companies or Licensors having the authority over or being in charge of the matter.
- 36 The Factsheet, Conditions of Tender, Tender Brief, Site Plans, Appendices to the Conditions of Tender, Corrigendum, Addendum Letters issued by the Licensor (if any) and the Licence Agreement shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.
- 37 Except for the Government, a person (which reference shall include a body corporate) who is not a party to this Tender shall have no right under the Contracts (Rights of Third Parties) Act (as amended or revised from time to time) to enforce any of the terms, covenants, and stipulations of this Tender.

Appendix A

**LICENCE AGREEMENT
(***** TERM)**

AN AGREEMENT made this <day> day of <Month> <Year> between the Jurong Town Corporation a body corporate incorporated under the Jurong Town Corporation Act (Cap. 150) and having its registered office at The JTC Summit, 8 Jurong Town Hall Road, Singapore 609434 (hereinafter referred to as “the Licensor”) of the one part and <name of Tenderer> and having its registered office at <Registered Address> (hereinafter referred to as “the Licensee” which expression shall where the context so admits include its successors-in-title and permitted assigns (if any)) of the other part.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Licensor shall grant and the Licensee shall take a Licence for the use of the said land known as **Pte Lot <Pte Lot No.>** as indicated on the Site Plan enclosed herewith (hereinafter referred to as “the said land”) for temporary purposes for a term of ***** years from the <day> day of <Month> <Year> (hereinafter referred to as “the said term”) subject to the terms, covenants and stipulations in this Agreement.
2. THE LICENSEE HEREBY COVENANTS WITH THE LICENSOR TO OBSERVE AND PERFORM THE FOLLOWING:-

- (1) To pay the yearly licence fees of Singapore Dollars <Tender Sum multiplied by 12 months> Only (S\$) (hereinafter referred to as “the Yearly Licence Fee”) for the said term by equal monthly installments of <<S\$ insert figure>> clear of all deductions and in advance without demand on the 1st day of each calendar month in every year by GIRO to the Licensor’s designated bank account, or any other method as indicated on the Licensor’s website at <http://www.jtc.gov.sg>, details of which are as follows:-

Account Name	JTC Corporation
Bank Name	Oversea-Chinese Banking Corporation Limited
Bank Account Number	501104970001
SWIFT code	OCBCSGSG

- (1A) To submit a GIRO application form (which can be downloaded from the Licensor’s website at <http://www.jtc.gov.sg>) to the Licensor. If – GIRO arrangement
 - (i) the Licensee does not have any GIRO arrangement for payment of the amounts due to the Licensor; or
 - (ii) at any time, the GIRO payment is not effected, or the GIRO arrangement is discontinued for whatever reason (including in the event your designated bank account has any GIRO limit, or there are insufficient funds in the Licensee’s designated bank account),

the Licensee must immediately pay to the Licensor –

SPECIMEN

- (iii) the amounts due to the Licensor by other electronic methods as indicated in the Licensor’s website at <http://www.jtc.gov.sg>; and
 - (iv) an administrative fee based on the Licensor’s then prevailing policies. Please refer to the Licensor’s website at <http://www.jtc.gov.sg> for the applicable fee.
- (1B) (i) To pay to the Licensor a deposit of Singapore Dollars <**Tender Sum multiplied by 3 months**> Only (S\$) being three (3) months’ Licence Fees, on or before the execution of this Agreement or commencement of the said term whichever is the earlier, as security against breach by the Licensee of any of the terms, covenants and stipulations of this Agreement which deposit shall be maintained at this figure during the said term and shall be repayable without interest to the Licensee on the termination of this licence by expiry or otherwise subject however to deductions such as damages, losses, costs, and expenses including reinstatement costs in respect of any or all such breach or breaches. 3 months’ deposit
- (2) The said land shall be deemed to be correctly described with respect to its area, dimension, configuration and other physical parameters as indicated in the Site Plan enclosed herewith. Correct description
- (3) The said land is to be licensed on an “As Is Where Is” basis subject to all easement and rights, if any, subsisting thereon and moreover without any obligations on the part of the Licensor to define the same respectively. “As Is Where Is”
- (4) The Licensee shall be deemed to have notice of the actual state and condition of the said land including matters as regards access, ingress and egress, drainage, utility services, easements, rights of way and all other encumbrances, if any, affecting the same. Deemed notice state & condition of land
- (5) (i) The Licensee shall at his own cost and expense and to the satisfaction of the Licensor erect a chain-link fence at the start of the said term along the entire boundary of the said land (save for points of ingress/egress), ensure such fence is well maintained and remains securely in place throughout the said term. Fence
- (ii) The Licensee is not required to remove such fence upon termination of this licence by expiry or otherwise, unless otherwise required by the Licensor, in which event, such removal shall be at the Licensee’s own cost and expense.
- (5A) (i) The Licensee shall at his own cost and expense and to the satisfaction of the Licensor, maintain the boundary pegs (demarcating the boundary of the said land) placed by the Licensor at various locations along the boundary of the said land and ensure that all boundary pegs demarcating the boundary of the said land are well maintained and remains securely in place throughout the said term. Boundary pegs
- (ii) If any boundary peg cannot be found within such time as required by the Licensor, or has to be relocated for whatever reasons (including, without limitation, regularizing any permitted encroachment), the Licensee shall, on demand, reimburse the Licensor for all costs and

SPECIMEN

expenses incurred by the Licensor related to the replacement, and (as the case may be) the relocation, of such boundary peg.

- (iii) Without affecting the above sub-clauses and in addition thereto, if required by the Licensor, the Licensee shall, before the Licensee delivers possession of the said land to the Licensor upon termination of this licence by expiry or otherwise, at this own cost and expense and to the satisfaction of the Licensor, engage a registered surveyor to replace any boundary peg which has not been well maintained.
- (6) The said land shall be occupied and used solely for the purpose(s) of **<usage as approved by the Licensor> only** and for no other purpose(s). Any change in the usage of or activity on the said land whether in whole or in part shall be subject to the consent in writing of the Licensor and such consent shall be without prejudice to the terms, covenants and stipulations as set out in this Agreement or which may be imposed by the Licensor in respect of such consent. **Usage**
- (7) The Licensee shall not occupy or use or permit to be occupied or use the said land in whole or in part for the purpose of a commercial office or storage unrelated to the approved activity or usage as governed by Clause 2(6) hereof. **No unrelated usage or storage**
- (8) The Licensee shall not use or permit to be used the said land in whole or in part for:- **No illegal purpose or sale**
- (i) any illegal or immoral purpose; and/or
- (ii) sale or hawking of food and/or beverages.
- (9) The Licensee shall not use or encroach or permit to be used or encroached upon the waterfront, if any, of the said land in whatsoever manner. **No encroachment**
- (10) The Licensee shall not assign, create a trust, sublet, grant a licence, part with, share the possession or occupation of the said land or any part thereof or leave the said land or any part thereof vacant and unoccupied at any time during the said term. **No assignment, subletting**
- (11) The Licensee shall not erect or permit to be erected any permanent building(s) or structure(s) on the said land. If however the consent in writing of the Licensor is granted for the erection of any temporary building(s) or structure(s) on the said land, the granting of such consent shall be subject to the Licensee also obtaining at his own cost and expense all necessary approvals of relevant Authorities, and shall be without prejudice to the terms, covenants and stipulations in this Agreement or which may be imposed by the Licensor in respect to the granting of such consent. The Licensee shall also place with the Licensor an additional deposit equivalent to such additional amount as the Licensor may deem sufficient as security for the reinstatement of the said land (if required) to the state and condition in accordance with the Licensor's absolute satisfaction. **Not to erect permanent structures**
- (12) The Licensee shall not do or suffer to be done upon the said land or any part thereof anything which is or may, or which in the opinion of the Licensor is or may at any time be or become a danger, nuisance or an annoyance to or interference with the operations, business, enjoyment, quiet or comfort of the occupants of adjoining land or inhabitants of the neighborhood, and to **Nuisance**

SPECIMEN

indemnify the Licensor in relation thereto PROVIDED ALWAYS that the Licensor shall not be responsible to the Licensee for any loss, damage or inconvenience as a result of danger, nuisance, annoyance or any interference whatsoever caused by the occupants of adjoining land or inhabitants of the neighborhood.

- (13) The Licensee shall not alter the layout of the said land in whole or in part in whatsoever manner and shall keep his activities and operations and equipment, materials, goods or articles of whatever nature and description within the boundary of the said land. If the Licensee shall at any time be found to have encroached upon any area beyond the boundary of the said land, he shall at his own cost and expense, but without prejudice to any other right or remedy the Licensor may have against him, immediately or within the time specified, if any, by the Licensor rectify and remove the encroachment to the satisfaction of the Licensor and pay to the Licensor such compensation as may be specified by the Licensor. **Not to alter layout & keep within boundary**
- (14) If however and without prejudice to the provisions of Clause 2(13) hereof the Licensor in his absolute discretion permits the Licensee to regularise and retain the encroached area or any part thereof upon such terms and conditions as may be stipulated by the Licensor, the Licensee shall pay licence fees, tax and other amounts, if any, as specified by the Licensor on the encroached area with retrospective effect from the date of commencement of the said term, and the Licensee shall also pay all survey fees (including costs for new and replacement boundary pegs), amalgamation fees, legal fees (including solicitor and client costs and expense), and all other costs and charges relating thereto. **Regularising encroachment**
- (15) The Licensee shall at all times maintain the said land in a neat and tidy condition and forthwith to comply with the Licensor's direction to remove and clear any equipment, materials, goods or articles of whatever nature and description from the said land or such part thereof. **Neat & tidy Condition**
- (16) If any damage of whatsoever nature or description shall at any time occur or be caused to the said land or any part thereof, the Licensee shall forthwith give to the Licensor written notice of the damage. If required by the Licensor, the Licensee shall at his own cost and expense execute such works as may be deemed necessary by the Licensor in respect of the state and condition of the said land (especially its ground levels, topography and soil conditions) which the Licensee shall be deemed to have full knowledge. **Notice of damage & soil conditions**
- (17) The Licensee shall not at any time without the express consent in writing of the Licensor demolish or make any alteration or addition to or permit to be demolished or make any alteration or addition to any existing building(s) or structure(s) including such items as road(s), drain(s), fence(s) etc, if any, or any part thereof erected on the said land. **No demolition of existing structures**
- (18) The Licensee shall not install or permit to be installed any electrical or mechanical installations, machines or apparatus that cause or may cause heavy power surge, high frequency voltage or current, air-borne noise, vibration or any electrical or mechanical interference or disturbance whatsoever which prevent or may prevent in any way the service or use of any communication system or affects the operation of other equipment, installations, machinery, apparatus or plants of occupants of adjoining or neighboring land or inhabitants of the neighborhood and in connection therewith, to allow the Licensor or any authorised persons to inspect at all **Power surge & vibration**

SPECIMEN

reasonable times, such installation, machine or apparatus in the said land to determine the source of the interference or disturbance and thereupon, to take suitable measures, at the Licensee's own cost and expense, to eliminate or reduce such interference or disturbance to the Licensor's satisfaction, if it is found by the Licensor or such authorised person that the Licensee's electrical or mechanical installations, machines or apparatus are causing or contributing to the said interference or disturbance PROVIDED ALWAYS that the Licensor shall not be liable to the Licensee for any loss, damage or inconvenience caused thereby.

- (19) The Licensee shall take adequate measures to prevent air pollution, and to implement at his own cost measures for minimisation of air or other forms of pollution when requested by the Licensor or any relevant Authorities. **Air-Pollution**
- (20) The Licensee shall not dump, leave or burn any waste including but not limited to pollutants in or upon any part of the said land or the estates of the Licensor but at the Licensee's own cost and expense to make good and sufficient provision for and to ensure the safe and efficient disposal of all such waste to the requirements and satisfaction of the Licensor and the relevant Authorities and if the Licensee shall fail to observe or perform this covenant the Licensor may (but shall not be under any obligation to do so), and without prejudice to any other rights or remedies the Licensor may have against the Licensee, carry out or cause to be carried out such remedial measures as he thinks necessary and all costs and expenses and works incurred thereby shall forthwith be recoverable from the Licensee as a debt PROVIDED ALWAYS that the Licensor shall not be liable to the Licensee for any loss, damage or inconvenience caused thereby. **Efficient waste disposal**
- (21) The Licensee shall make his own arrangements for and pay all existing and future charges and outgoings for the supply of all water, electricity, gas and any water-borne sewerage system charged by any relevant Authorities or bodies and payable in respect of the said land and at his own cost and expense to install such additional plumbing and sanitary works for such additional water supply as may be required by him. **Pay charges of utilities & install additional facilities**
- (22) The Licensee shall be wholly responsible and at his own cost to execute such works as may be necessary to divert, repair or protect existing utility services such as pipes, cables and the like, if any, to the requirements and satisfaction of the Licensor and the relevant Authorities. **Diversion of existing utility services**
- (23) The Licensee shall provide at his own costs and expense adequate sanitary facilities at all times within the said land for his workmen and such facilities shall be of water-borne waste system approved by the relevant Authorities. **Provide sanitary facilities**
- (24) The Licensee shall be wholly responsible for making adequate provision against earth slip, erosion or failure of any slope adjoining the said land and shall at his own cost and expense construct an internal drainage system to the satisfaction of the Licensor and the relevant Authorities and ensure that all surface water collected on the said land is discharged into public drains and sewer and will not flow into adjoining lands. The Licensee shall further ensure that no silt, oil, chemical, debris or any other waste or matter shall be discharged into any public drains, sewers or watercourses. **Earth slip, surface water**
- (25) The Licensee shall not use, load, unload, keep, or permit to be loaded, unloaded, used or stored in the said land or any part thereof any liquids, goods, materials or things of an offensive or explosive or a dangerous, **Dangerous materials**

SPECIMEN

corrosive, toxic or combustible nature without the prior consent in writing of the Licensor and the relevant Authorities and to keep the Licensor indemnified against all loss, damages, claims, costs, expenses, actions and proceedings in connection with the loading, unloading, use or storage of such goods, materials and things whether or not the same is done with the consent of the Licensor.

- (26) The Licensee shall obtain the written approval of the Licensor and the relevant Authorities before any erection of temporary crossing or access for the said land to the road is effected and shall ensure that any damage to the road, culvert, drain, etc, shall be made good to the requirements and satisfaction of the Licensor and the relevant Authorities and if the Licensee shall fail to observe or perform this covenant the Licensor may (but shall not be under any obligation to do so), and without prejudice to any other rights or remedies the Licensor may have against the Licensee, carry out or cause to be carried out such remedial measures deemed necessary and all costs and expenses and works incurred thereby shall forthwith be recoverable from the Licensee as a debt PROVIDED ALWAYS that the Licensor shall not be liable to the Licensee for any loss, damage or inconvenience caused thereby. **Approval for temporary crossing**
- (27) The Licensee shall permit persons with written authority from the Licensor or the Licensor's agent at reasonable times of the day to enter upon and view the said land or any part thereof during the said term. **Permit viewing**
- (28) Intentionally left blank.
- (29) The Licensee shall pay interest at the rate of eight point five per cent (8.5%) per annum or such higher rate as may be determined from time to time by the Licensor in respect of any outstanding amount payable under this Agreement from the date such amount becomes due until payment in full is received by the Licensor. **Interest**
- (30) The Licensee shall full indemnify and keep the Licensor indemnified from and against all proceedings, actions, suits, writs, summonses, judgments, orders, decrees, costs, expenses, charges, claims, demands, losses, damages, fines, penalties and liabilities which the Licensor or any other person may suffer or incur arising out of or in connection with the provisions contained in this Licence Agreement. **Indemnity by the Licensee**
- (30A) Without prejudice to other terms, covenants and stipulations in this Agreement, the Licensee shall not do or omit or suffer to be done or omitted any act, matter or thing in or on the said land or in respect of the operations, business, trade or industry carried out or conducted therein which shall contravene the provisions of any laws, by-laws, orders, rules or regulations now or hereafter affecting the same but to comply at his own cost and expense with all such provisions and at all times hereafter to indemnify and keep indemnified the Licensor against all actions, proceedings, costs, expenses, claims, fines, losses, damages, penalties and demands in respect of any act, matter or thing done or omitted to be done in contravention of such provisions. **Indemnity for contravention of law**
- (31) The Licensee shall at all times at his own cost and expense observe and comply with the provisions of all Acts of Parliament, rules, regulations, orders and other statutory provisions in force from time to time and applicable in respect of the said land and/or any intended developments and **Compliance with law**

SPECIMEN

activities thereon and shall also observe and comply with all terms, conditions, requirements, notices and directions imposed or issued by any relevant Authorities or bodies in respect of the said land and/or any development or activities thereon from time to time.

- (32) (i) Nothing herein shall be construed to exempt the Licensee from otherwise complying with the conditions and requirements of all relevant Authorities and bodies in force from time to time and applicable in respect of the said land and/or any intended developments and activities thereon. **Compliance with Authorities' requirement**
- (ii) The Licensee shall ascertain the exact and detailed conditions and requirements of all relevant Authorities and bodies in respect of any development or activities on the said land and shall at his own costs and expense observe and comply with the same. Without affecting the generality of the aforesaid and in addition thereto, the Licensee shall also ensure that the following requirements are complied with at his own cost and expense:
- (a) consult and liaise directly with the relevant Authorities and bodies regarding the actual locations of all service mains within the said land and on the requirements and conditions for services diversion and provision prior to the commencement of site work. All necessary precautions shall be taken by the Licensee to safeguard the service mains before they are diverted;
 - (b) engage the Licensee's own licensed Cable Detection Worker (CDW) / licensed Telecommunication Cable Detection Worker (TCDW) to carry out cable detection and if necessary to carry out trial trenches to locate any manholes and cable routes prior to the commencement of site work. The Licensee shall bear the cost of any diversion work;
 - (c) ensure that all service mains that do not need to be diverted are identified and provided with protection, if necessary. The cost of repairs to any damaged service mains as a result of work carried out by the Licensee shall be borne by the Licensee;
 - (d) ensure that the relevant Authorities and bodies are allowed free and unconditional access at all times to services and manholes that are required to remain within the said land for the purpose of installation, maintenance, repair and improvement works and all other work and activities incidental thereto;
 - (e) make the Licensee's own arrangements with the relevant Authorities and bodies and pay for the costs of any diversion and / or "Capping off" of existing services, provision of service mains and connection fees if any, in connection with the said land;
 - (f) provide all the internal distribution for water, electricity, drainage and sanitary discharge for the said land; and
 - (g) no structures (permanent or otherwise) nor other items shall be placed within 2 metres (or such other distance as required by the relevant Authorities) from the centre line of any sewer.

- (iii) In the above sub-clause (ii), the phrase “*service mains*” include (without limitation) sewers, cables, pipes and other conduits.
- (iv) The Licensor shall not be liable to the Licensee for any loss, damage or inconvenience caused by having to comply with such conditions and requirements of the relevant Authorities and bodies or if the Licensee is unable to occupy and use the said land for his intended purposes or part thereof in whatsoever manner due to such conditions and requirements imposed by the relevant Authorities and bodies.
- (33) The Licensee shall perform and observe all the obligations which the Licensee or the Licensor of the said land may be liable to perform or observe during the said term by any direction, order, notice or requirement of all Authorities and if the Licensee shall fail to observe or perform this covenant the Licensor may in its absolute discretion perform the same and all expenses and costs incurred thereby shall be recoverable from the Licensee as a debt PROVIDED ALWAYS that the Licensor shall not be liable to the Licensee for any loss, damage or inconvenience caused thereby. **Compliance with direction etc from Authorities**
- (34) The Licensee shall not do or suffer to be done on or in the said land anything whereby the insurances of the same or any part thereof may be rendered void or voidable or whereby the premium thereon may be increased and to repay to the Licensor on demand all sums paid by the Licensor by way of increased premium and all costs and expenses incurred by the Licensor in connection with insurance rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights and remedies available to the Licensor. **Not to cause insurance to be void**
- (35) The Licensor, his agents, servants and surveyors with or without workmen or others with all necessary appliances and tools shall at all times be at liberty to enter upon the said land or any part thereof for the purpose of viewing the condition or state of repair thereof or of doing such works, repairs, and things in connection therewith or for such other purpose as the Licensor may think fit PROVIDED ALWAYS that the Licensor may serve upon the Licensee notice in writing specifying any work or repairs necessary to be done which are the responsibility of the Licensee under the terms, covenants and stipulations of this Agreement and require the Licensee forthwith to execute the same and the Licensee shall pay the Licensor reasonable costs and expenses of survey and attending the preparation of the notice and if the Licensee shall not within ten days after the service of such notice proceed diligently and in workmanlike manner with the execution of such work or repairs then to permit the Licensor (who shall not be under any obligation so to do) to enter upon the said land and execute such work or repairs and the costs and expenses thereof shall be a debt due from the Licensee to the Licensor and be forthwith recoverable and the Licensor shall not be liable to the Licensee for any loss, damage or inconvenience caused directly or indirectly by any such work or repairs. **Allow Licensor & its workmen to inspect & view**
- (36) In complying with Clause 2(35) hereof and if so required by the Licensor the Licensee shall remove such structure, installation, machinery or any article as may facilitate or permit the Licensor to execute the said repairs and works and if the Licensee shall fail to observe or perform this covenant the Licensor may remove the same and all costs and expenses incurred thereby shall be recoverable from the Licensee as a debt PROVIDED **Remove installation to facilitate clause 2(35)**

ALWAYS that the Licensor shall not be liable to the Licensee for any loss, damage or inconvenience caused by such removal.

- (37) The licence fees and other sums payable by the Licensee under or in connection with this Agreement shall be exclusive of the Goods & Services Tax chargeable under the Goods and Services Tax Act (Cap 117A) (hereinafter referred to as "GST") chargeable by any government, statutory or tax authority calculated by reference to the amount of the licence fees and any other sums received or receivable by the Licensor from the Licensee and which GST is payable by the Licensee. The Licensee shall pay the GST and the Licensor acting as the collecting agent for the government, statutory or tax authority shall collect the GST from the Licensee together with the licence fees hereinbefore reserved without any deduction and in the manner and within the period prescribed in accordance with the applicable laws and regulations. GST
- (38) In the event the Licensor so requires, the Licensee shall engage a competent independent consultant, who shall be from the relevant list of third party specialist consultants published at the relevant time by the National Environment Agency or its successor ("NEA List"), to conduct an Environmental Site Assessment ("Entry Assessment") to determine the presence/levels of minerals, hydrocarbons and chemicals on and beneath the said land, and to submit to the Licensor a written copy of the results of the Entry Assessment within **Six (6) months** from the date of commencement of the said term. Environmental
Site Assessment
- (39) At the termination of the said term whether by expiry or as a consequence of any other reason whatsoever, and before the Licensor re-enters the said land or before the Licensee delivers possession, the Licensee shall at his own costs and expense: Works at end of
licence
- (i) remove all buildings, structures, fixtures, fittings, installations and equipment or any part of it as may be required by the Licensor;
 - (ii) engage a competent independent consultant, who shall be from the relevant list of third party specialist consultants published at the relevant time by the National Environment Agency or its successor, to conduct another Environmental Site Assessment ("Exit Assessment") to determine the level of contamination at, on and beneath the said land and to submit a written copy of the Exit Assessment, which shall be dated no earlier than **Four (4) months** before the return of the said land, to the Licensor. If the results of the Exit Assessment indicate that the level of minerals, hydrocarbons and chemicals present at the time of the Exit Assessment exceeds that of applicable Environmental Site Assessment (i.e. Entry Assessment or Dutch Intervention Values whichever is less stringent), to properly carry out within the time stipulated by the Licensor, all works necessary to remediate and decontaminate the said land to the levels in the applicable Environmental Site Assessment and to the Licensor's and the Authorities' satisfaction; and
 - (iii) execute such works on the said land as required by the Licensor, and to the Licensor's absolute satisfaction, before the expiry of the said term. This includes (without limitation) turfing the said land, or such part of it, if required by the Licensor.

SPECIMEN

PROVIDED ALWAYS that if the Licensee shall fail to observe or perform any of its obligations under this Clause 2(39), the Licensor may in its absolute discretion, and without prejudice to any other rights and remedies that the Licensor may have against the Licensee:

- (a) execute any of such works as may be required by the Licensor;
- (b) execute all works necessary to decontaminate the said land to the state and condition existing at the time of the Entry Assessment, and to the Licensor's and the Authorities' satisfaction; and
- (c) recover the costs and expenses of all the aforesaid works, including (without limitation) decontamination works, from the Licensee together with all licence fees, tax and other amounts which the Licensor would have been entitled to receive from the Licensee had the period within which such works were effected by the Licensor been added to the said term.

(40) Without prejudice to the rest of this Agreement, the Licensee agrees that no error, omission, mis-statement or mis-description in the Conditions of Tender (including the specimen Licence Agreement, any plans, drawings, reports or other documents referred to, mentioned in, appended or annexed to these Conditions of Tender) as well as Factsheet, Tender Brief, Appendices to the Conditions of Tender, Site Plans, Corrigendum and Addendum Letters issued by the Licensor (if any) shall entitle the Licensee to terminate this Agreement nor shall the same discharge the Licensee from its obligations pursuant to this Agreement or entitle the Licensee to any compensation whatsoever or to any reduction of amounts payable under this Agreement.

Conditions of
Tender

(41) Without prejudice to the other provisions of this Agreement and in addition thereto, the Licensee shall also observe and comply with, and ensure the observance and compliance with, the following requirements, at his own cost and expense, to the satisfaction of the Licensor and the relevant Authorities:

Cleanliness of
Estate

- (a) build a proper washing bay in accordance with National Environment Agency's guidelines;
- (b) deploy workers to sweep the road (i.e. <name of road>) on a daily basis;
- (c) ensure proper run-off of water arising from the washing of vehicle activities, and that the run-off water shall not flow over onto the main road (i.e. <name of road>), or such other roads as identified by the Licensor;
- (d) construct a proper road surface at the location identified by the Licensor; and
- (e) details of any temporary crossing to the said land shall be submitted to the Licensor, and the relevant Authorities, for approval before commencement of any works.

3 The said term may at any time be determined by the Licensor giving to the Licensee **One (1) month** prior notice in writing and the licence fees paid in respect of any **Licensor may terminate by**

period beyond the said notice period, if any, and any fees, tax or other amounts computable in likewise manner will be refunded to the Licensee without interest and thereafter neither the Licensee nor any other person shall be entitled to any compensation, cost of removal, loss, damages or alternative land site arising from such termination PROVIDED ALWAYS that such termination shall not prejudice any right of action or remedy of the Licensor in respect of any breach committed by the Licensee of any term, covenant and stipulation contained in this Agreement.

one-month
notice

3A If:

- (1) the Licensee seeks the Licensor's consent to terminate the Licence herein prematurely (notwithstanding that there is no provision herein permitting the Licensee so to do) and the Licensor (who shall not be under any obligation so to do) agrees subject to whatsoever terms and conditions the Licensor shall in his sole discretion determine;
- (2) the Licensee abandons and the Licensor thereafter regains total and exclusive possession of the said land; or
- (3) the Licensor exercises its right to deny the Licensee entry into the said land in accordance with Clause 4(1)

Premature
termination by
Licensee

(each and every such event is hereinafter called "premature termination"), the Licensee shall forthwith pay the Licensor the licence fees (or any part thereof outstanding unpaid) for the entirety of the said term and this shall be without prejudice to any other rights and remedies the Licensor may have against the Licensee. For the avoidance of doubt, nothing under Clause 3A herein shall be construed as granting to the Licensee the right to terminate the Licence Agreement and the Licensee agrees that the damages payable under this Clause 3A is an accurate measure of damages suffered by the Licensor as a result of such premature termination and is not a penalty.

4 PROVIDED ALWAYS and it is expressly agreed as follows :-

- (1) if the licence fees hereby reserved or interest, tax, or any part thereof or any other sum payable herein, or any part thereof shall at any time remain unpaid for **Fourteen (14) days** after becoming payable (irrespective of whether formal demand has been made) or if any of the terms, covenants and stipulations herein contained on the Licensee's part to be performed or observed shall not be so performed or observed or if the Licensee shall make any assignment for the benefit of its creditors or enter into any arrangement with its creditors by composition or otherwise or commit any act of bankruptcy or have a receiving order made against him or suffer any distress or execution to be levied on its goods or if the Licensee being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory then and in any of such cases it shall be lawful for the Licensor at any time thereafter to deny entry to the Licensee upon the said land or any part thereof in the name of the whole and thereupon the licence hereby created shall absolutely terminate ("Termination") but without prejudice to any right of action or remedy of the Licensor in respect of any breach of any terms, covenants and stipulations herein contained. Upon the Termination, the Licensor may forfeit the Tender Deposit and all other monies paid under the Conditions of Tender and under this Agreement which shall thereupon belong to the Licensor and the Licensor shall be entitled to:

Deny entry
clause

SPECIMEN

- (a) re-enter upon and resume possession and redispense of the said land and any interest therein as if the Licensee had never submitted a Tender under the Conditions of Tender; and
- (b) whether by public auction, private treaty, tender or any other mode of allocation to obtain a licensee for the said land, subject to such conditions and generally in such manner as the Licensor may in its absolute discretion think fit with power to vary or rescind any contract, buy in any auction and/or to redispense of the same,

and the deficiency in the proceeds, if any, arising on such redispense or attempted redispense shall be made good and paid for by the Licensee to the Licensor on demand and shall be recoverable by the Licensor against the Licensee as damages but any increase of proceeds on a redispense shall belong to the Licensor absolutely.

- (2) Any notice served under or otherwise in connection with this Agreement shall be sufficiently served on the Licensee if the same is left addressed to the Licensee upon the said land or if forwarded to the Licensee at the said land by registered post and any notice shall be sufficiently served on the Licensor if sent to the Licensor's registered office by registered post. A notice sent by registered post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent. In the event of any action or proceedings (including any action for the recovery of the licence fees, tax or other sums herein reserved) the Licensee agrees and accepts that any document which is not required by written law to be served personally shall be sufficiently served on the Licensee if addressed to him at the address specified in this Agreement, or if left posted upon some conspicuous part of the said land, or forwarded to him by post at the principal or last known place of business of the firm or his registered or principal office if a body corporate or his last known address if an individual. **Service of Notice/Process**
- (3) The Licensee shall pay all costs, disbursements, fees and charges, legal or otherwise, including stamp and registration fees in connection with the preparation stamping and issue of this Agreement and any prior accompanying or future documents or deeds supplementary collateral or in any way relating to this Agreement. **Costs of documents**
- (4) The Licensee shall pay all costs, disbursements and fees, legal or otherwise, including costs as between solicitor and client in connection with the enforcement of the terms, covenants and stipulations of this Agreement. **Costs of enforcement**
- (5) No waiver expressed or implied by the Licensor of any breach of any term, covenant or stipulation of the Licensee shall be construed nor be deemed to operate as a waiver of any other breach of the same or any other terms, covenants and stipulations and shall not prejudice in any way the rights, powers and remedies of the Licensor herein contained. Any acceptance of licence fees, tax and/or any other moneys shall not be deemed to operate as a waiver by the Licensor of any right to proceed against the Licensee of any of his obligations hereunder. **No waiver**
- (6) The Licensor shall be under no liability either to the Licensee or to others who may be permitted to enter or use the said land or any part thereof for **Disclaimer**

accidents happening or injuries sustained or for loss of or damage to property in the said land or any part thereof.

- (7) This Agreement shall not create a tenancy whatsoever and, as against the Licensor, shall not give the Licensee any exclusive right of occupation or possession to the said land. **Non-exclusive possession**
- (8) Without prejudice to any right of action or other remedy which the Government of Singapore (hereinafter referred to as "the Government") and/or the Licensor may have or any proceedings, civil or criminal, which the Government and/or the Licensor may decide to initiate or take, the Government and/or the Licensor may debar the Licensee from participating in all future tenders and auctions of the Ministries and Departments of the Government and Statutory Boards in the following situations: **Debarment**
- (a) in the event the Licensee terminates this Agreement without giving notice as required under this Agreement, the period of debarment shall be for a period of one (1) year or any period exceeding one year, at the discretion of the Licensor; and
- (b) in the event the Licensee is in breach of the terms and conditions of this Agreement, which results in the termination of the same, the Licensee may be debarred up to a maximum of five (5) years at the discretion of the Licensor.
- 5 No further term shall be granted for the said land. **Further term**
- 6 If any provision in the terms, covenants and stipulations herein is held invalid, unenforceable or illegal under any applicable laws for any reason, that provision shall be deemed severed from and shall not affect the validity, enforceability or legality of the other provisions which shall continue in full force and effect. **Severability**
- 6A Unless otherwise expressly specified or agreed to by the Licensor in writing, no failure or delay on the part of the Licensor to exercise any right, power, authority or remedy under this Agreement and no indulgence or forbearance on the part of the Licensor and no extension of time allowed to the Licensee by the Licensor shall operate as a waiver or will in any way affect the subsequent exercise by the Licensor 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 this Agreement are cumulative and not exclusive of any rights, powers, authorities or remedies provided by law. **Rights – cumulative**
- 7 In this Agreement where the context so requires or permits, words importing the singular number or the masculine gender include the plural number or the feminine gender and words importing persons include corporations and vice versa, the expression "the Licensor" shall include its successors-in-title and assigns, the expression "the Licensee" shall include its successors-in-title and permitted assigns (if any), and where there are two or more persons included in the expression "the Licensee" covenants expressed to be made by "the Licensee" shall be deemed to be made by such persons jointly and severally. **Interpretation**
- 7A A person (which reference shall include a body corporate) who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (as amended or revised from time to time) to enforce any of the terms, covenants and stipulations of this Agreement. **Third party rights**

SPECIMEN

- 8 In this Agreement where the context so requires or permits, the term “Authority” “Authorities” “body” “bodies” shall be deemed to include government ministries, departments, agencies, companies or corporations having the authority over or being in charge of the matter. **Authorities**
- 9 This Agreement shall be interpreted in accordance with the laws of Singapore and any legal proceedings, actions or claims arising from or in connection with this Agreement shall be commenced in and heard before the courts of Singapore and the Licensee agrees to submit itself to the exclusive jurisdiction of the courts of Singapore. **Governing jurisdiction and law**
- 10 All marginal notes are for ease of reference only and shall not be taken into account in the construction or interpretation of the clause or paragraph to which they refer. **Marginal notes**

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

Signed by)
)
 Name (in full) :)
)
 Designation :)
)
 for and on behalf of the Licensor)
)
 in the presence of:)

Signed by)
)
 Name (in full):)
)
 Designation :)
)
 for and on behalf of the Licensee)
)
 in the presence of:)



Appendix B

TOL LAND PROPOSAL APPLICATION FORM

To be sent to Ms Nikki Lee at Nikki_LEE@nea.gov.sg and copy to Ms Melissa Ong at Melissa_SY_ONG@nea.gov.sg

Name of TOL Applicant	
Location of Proposed TOL Site (address and land lot number)	
Proposed Uses	
"Proposed TOL Duration (inclusive of reinstatement)"	
Brief Description of the Project / Development that the Proposed TOL land is to facilitate	
Project Duration	
Site Plans	
Reasons Cited by TOL Applicant ¹	
Mitigation Measures that will be Implemented to Prevent Pollution and Nuisance Problem ²	

¹ Applicant to cite the reasons for selecting the subject site. (e.g. to support the building and construction works of which project in the vicinity of the proposed TOL land site.)

² To ensure that the proposed uses do not cause pollution to the environment and/or pose nuisance impacts (i.e. noise, dust, odour, etc.). If there are no pollutive activities at the subject site, applicants may indicate “not applicable” for this field.