

E-BIDDING TERMS AND CONDITIONS FOR JTC PROPERTY

THE TERMS AND CONDITIONS SET OUT BELOW FORM THE BASIS ON WHICH WE, JURONG TOWN CORPORATION (THE "CORPORATION") PROVIDE YOU WITH THE FACILITY TO BID FOR THE PROPERTY ON-LINE. BY USING THIS ON-LINE FACILITY, YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS AND ALL OTHER TERMS, POLICIES, RULES AND REGULATIONS WHICH ARE INCORPORATED BY REFERENCE.

1. Meanings and Interpretations

1.1 In these Terms and Conditions, the following words shall have the meanings assigned to them unless stated otherwise or the context requires a different meaning.

"Acceptance Letter" means the letter issued by the Corporation to the Successful Bidder by which the Corporation accepts the Successful Bidder's offer to lease the Property at the Bid, subject to the fulfilment of any terms accompanying the said letter.

"Account" means the Bidder's account as designated by the Corporation through the use of which the Bidder may submit Bids for the Property using his User ID and Password.

"Auction" or **"e-Bidding"** means the invitation by the Corporation to Bidders to submit Bids and the process of submission of such Bids in accordance with these Terms and Conditions.

"Bid" means a bid submitted by a Bidder at the Website on the rent and other charges at which such Bidder offers to take a lease of the Property based on the requirements in respect of the Property as set out in the Property Details, and **"Bids"** shall be accordingly construed.

"Bid History" means any information on the Bids submitted for the Property.

"Bidders" means the parties that participate in the e-Bidding by submitting Bids and **"Bidder"** means such one of them as the case may be.

"Bidding Deposit" means the sum of money which the Bidder shall ensure the Corporation is secured for in connection with the Bidder's participation in the e-Bidding as stipulated in the Property Details.

"Bidding Details" means the particulars of and other information in respect of the e-Bidding and the Property in question as set out in this Website.

"Company" means a company or corporation duly incorporated or registered with the Registry of Companies and Businesses in Singapore.

"Closing Time" means the closing date and time for the submission of Bids in respect of the e-Bidding to be determined in accordance with Clause 3.7, which date and time shall be based on the particulars as set out in the Bidding Details.

"Firm" means a business (including a sole proprietorship and partnership) duly registered with the Registry of Companies and Businesses in Singapore.

"GST" means the goods and services tax chargeable under the Goods and Services Tax Act (Cap. 117A).

"Information" means the information and data provided by the Bidder for the purpose of participating in the e-Bidding, including the registration particulars of the Bidder, the amount of the Bid submitted and any feedback that may be given by such Bidder.

"Opening Bid" means the minimum amount at which Bidders shall submit their Bids at the start of the e-Bidding, as determined by the Corporation at its sole discretion and set out in the Bidding Details.

"Property" means the premises to be made available for lease by the Corporation to the Successful Bidder, the particulars of which are set out in the Property Details.

"Property Details" means the particulars of the Property as set out in this Website.

"Successful Bidder" means the Bidder whose Bid is ultimately accepted by the Corporation in accordance with these Terms and Conditions following the conduct of the e-Bidding in respect of the Property.

"Tenancy Agreement" means the tenancy agreement relating to the lease of the Property between the Corporation as lessor and the Successful Bidder as lessee, on the terms as set out in the Property Details including all documents, plans and reports appended or annexed thereto, as may be amended, varied or modified by the Corporation prior to the Closing Time.

"Terms and Conditions" means these terms and conditions which form the basis of the agreement for the use of the Website and the Bidders' participation in the e-Bidding, including any other terms, documents, plans, guidelines or other directions referred to herein, as may be amended, varied or modified by Corporation prior to the Closing Time.

"User ID and Password" means the identification of the Bidder and the password as designated by the Bidder and to be used by the Bidder to access or submit Bids using his Account.

"Website" means this Internet website owned and operated by or on behalf of the Corporation accessible through the following uniform resource locator (url) [http:// www.jtc.gov.sg](http://www.jtc.gov.sg) or otherwise directly at <http://ebid.abecha.com>.

1.2 Reference to a law, by-law, rule, regulation, directive or order refers to the same as amended, modified or replaced from time to time and to any such law, by-law, rule, regulation, directive or order made under the same.

1.3 References to persons include bodies corporate or unincorporated, including partnerships, their successors and assigns. Words importing gender shall include every other gender.

1.4 References to "Our", "We" and "Us" shall be references to the Corporation.

1.5 References to "You" and "Your" shall mean references to each Bidder.

1.6 References to Clauses shall mean the clauses of these Terms and Conditions. Title headings are inserted for convenient reference only and shall not affect the interpretation of the substantive provisions.

1.7 All matters relating to time shall be determined by reference to the time as indicated by the digital clock at the Website.

2. **Qualification**

2.1 You are eligible to participate in the e-Bidding and submit Bids through the Website only if You satisfy the following:-

2.1.1 You must be a Company, a Firm or a citizen or permanent resident of Singapore;

2.1.2 You have the legal capacity to enter into and form contracts under the applicable laws and in any event, if You are an individual, You shall not be under 21 years of age;

- 2.1.3 at least one hour prior to the Target Closing Time, You have duly completed the registration process for purposes of participating in the e-Bidding as a Bidder in the manner prescribed by Us and have provided all information required in registering yourself with Us and such information provided is accurate, up-to-date and complete, which information shall be maintained and updated promptly so as to ensure the accuracy and currency thereof at all times;
- 2.1.4 You have put up the required Bidding Deposit and Your Bidding Deposit or Your authorisation to Us to obtain the same pursuant to Clause 5 shall be subsisting for the duration as stated therein;
- 2.1.5 You agree to abide by and comply with these Terms and Conditions and any of Our directions and stipulations relating to the submission of Bids at all times; and
- 2.1.6 You shall not have any outstanding debts due to Us as at the date of Your application to register with Us as a Bidder or participation in the e-Bidding or submission of Bids.
- 2.2 In registering with Us, the particulars of the following persons shall have to be provided:-
- 2.2.1 where the Bidder is a sole proprietor, the particulars of the proprietor himself;
- 2.2.2 where the Bidder is a partnership, the particulars of such partnership and at least one of the partners of such partnership;
- 2.2.3 where the Bidder 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 as stated in Clause 8.
- 2.3 Your registration with Us and Your participation in the e-Bidding shall be subject to Our being satisfied that You are properly qualified to be a Bidder and shall be conditional at all times on Your complying and observing these Terms and Conditions.
- 2.4 Notwithstanding any of the foregoing, We shall have the sole and exclusive right for receiving and approving all applications for registration as a Bidder according to such qualifying criteria as We deem fit and may, at Our discretion reject any such application or terminate the relevant relationship as appropriate. Further, Bidders who have been or are in breach of any of these Terms and Conditions or have been suspended permanently or temporarily from using the Website, whether or not such Bidders have been notified, shall be precluded from submitting any Bids regardless of whether they satisfy the conditions in Clause 2.1.

3. **Submission of Bids**

- 3.1 Following Your registration with Us and Our acceptance and confirmation of the User ID and Password designated by You, You may proceed to view the available Property and submit Bids on the following terms:-
- 3.1.1 Your first Bid submitted shall not be below the Opening Bid if You are the first Bidder at the e-Bidding or the last Bid submitted by any other Bidder, as the case may be, and shall be accompanied by the Bidding Deposit;
- 3.1.2 each subsequent Bid shall be at such fixed Bid increment as determined by Us and indicated in the Bidding Details; and

- 3.1.3 in submitting Bids, You shall comply with the prescribed manner and terms applicable for submitting or making such Bids, including the provision of all relevant and accurate Information,

failing which any Bid You submit shall not be considered and may be disqualified unless otherwise determined by Us at Our sole discretion. Further, in the event that a Bidder or any person on his behalf makes any attempt to canvass, solicit or approach with a view to canvassing or soliciting any member or officer of the Corporation on any matter relating to the e-Bidding, the Bids submitted by the relevant Bidder shall be disqualified, unless otherwise determined by Us at Our sole discretion.

3.2 You further agree and acknowledge that the Property:-

- 3.2.1 shall be deemed to be correctly described with respect to its area, dimension, configuration and other physical parameters as indicated in the location and/or floor plans set out in the Property Details;
- 3.2.2 shall be taken on an "As Is Where Is" basis and each Bidder shall be deemed to have notice of the actual state and condition of the Property including matters as regards access, ingress and egress, drainage, utility services, easements, rights of way and all other encumbrances, if any, affecting the same; and
- 3.2.3 no error, omission, mis-statement or mis-description in the particulars of the Property or in these Terms and Conditions (including the Tenancy Agreement and any plans, drawings, reports or other documents referred to or mentioned in these present Terms and Conditions) shall invalidate any Bids submitted or the Tenancy Agreement executed or deemed to have been executed in pursuance of these Terms and Conditions by a Successful Bidder nor discharge the Successful Bidder from his contract or entitle him to any compensation whatsoever or to any reduction of amounts payable under the Tenancy Agreement.

3.3 You shall be deemed to have independently verified all information relating to the Property for which a Bid is submitted and shall not hold Us liable for any error in the information contained at this Website or the Property Details.

3.4 You acknowledge and understand that by the submission of a Bid You agree:-

- 3.4.1 to Our specification and description of the Property as set out in the Property Details and that You are satisfied that based on the said specification and/or description You are able and willing to lease the Property;
- 3.4.2 to be bound by the rent of the Property You offer as stipulated in every Bid You submit and to lease the Property at the said rent on the terms of the Tenancy Agreement;
- 3.4.3 not to contact or attempt to contact other Bidders of the same Property;
- 3.4.4 to be bound by the terms of the Tenancy Agreement; and
- 3.4.5 that We shall be entitled to reproduce and display the Bids submitted by You at the Website including Your identity in relation to such Bids.

Provided that in the event that You are an individual submitting Bids for a Company to be incorporated or a Firm to be registered, You warrant that You have the authority to bind such Company or Firm and shall procure that the said Company or Firm agrees to and will abide by the terms herein, failing which You shall assume personal responsibility for and be personally liable to the Corporation for all losses, costs and expenses arising as a result of such failure, notwithstanding which You shall not be entitled to and

the Corporation will not grant You any tenancy or lease of the Property in respect of which You have submitted the said Bids.

3.5 You shall be taken to have read and be bound with full knowledge of the contents of the Tenancy Agreement and these Terms and Conditions 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 Us prior to the Closing Time.

3.6 Once You submit a Bid, You may not retract or withdraw such Bid but shall be bound by the same as a firm and irrevocable offer by You to lease the Property at the amount of the Bid which may be accepted by Us. Every Bid submitted shall remain valid for a period of 3 months from the Closing Time or until such time when a Successful Bidder is announced, whichever is earlier. If you purport to so retract or withdraw Your Bid, We shall be entitled to require Your payment of and forfeit Your Bidding Deposit without prejudice to any other remedies that We may be entitled to as a result of Your breach of this Clause 3.6.

3.7 The e-Bidding shall continue and Bids may be submitted until the Closing Time, which shall be :-

3.7.1 upon the targeted closing date and time specified in Bidding Details ("Target Closing Time"); or

3.7.2 in the event that a Bid is submitted within the Last Window, upon the expiry of -

(i) the last Extension Interval; or

(ii) the Maximum Extension,

whichever is the earlier, wherein:-

"Last Window" means the period as prescribed in the Bidding Details as that period immediately preceding the Target Closing Time whereby if a Bid is submitted within such period, the Closing Time will be extended beyond the Target Closing Time in accordance with this Clause 3.7.2;

"Extension Interval" means the period as prescribed in the Bidding Details as that period by which the Closing Time will be extended beyond the Target Closing Time by each such period successively in the event a Bid is submitted during:

(a) the Last Window; or

(b) each such extended period thereafter,

as the case may be, each commencing from the time of submission of the Bid in question;

"Maximum Extension" means the period as prescribed in the Bidding Details as the maximum period calculated from the Target Closing Time beyond which the Closing Time will not be extended.

Illustration

By way of illustration, where the:

Last Window is 5 minutes;

Extension Interval is 10 minutes;

Maximum Extension is 30 minutes;

and a Bid is submitted within the 5 minutes immediately preceding the Target Closing Time (the Last Window), then the Closing Time will be extended beyond the Target Closing Time by 10

minutes (the first Extension Interval) from the time of submission of the said Bid during the Last Window.

If another Bid is submitted during such first Extension Interval, then the Closing Time will be extended by a further 10 minutes (the second Extension Interval) from the time of submission of the said Bid during the second Extension Interval and so forth until

- *no Bid is submitted during an Extension Interval, in which event the Closing Time will be the expiry of that Extension Interval (the last Extension Interval); or*
- *if an Extension Interval goes beyond the expiry of 30 minutes from the Target Closing Time (the Maximum Extension), then the Closing Time will be upon such expiry.*

Bids received after the Closing Time will not be evaluated nor considered by Us for purposes of determining the Successful Bidder.

3.8 To facilitate the e-Bidding and the submission of the Bids, We may disclose and publish the Bid History for Your information only and We shall not be held responsible for any loss or damage which may be caused as a result of any reliance upon the information as provided.

3.9 For the avoidance of doubt, all costs and expenses incurred by You in preparing and submitting a Bid or otherwise participating in the e-Bidding shall be borne solely by You.

4. **Proxy Bid Feature**

4.1 We provide the facility for You to participate in the e-Bidding through use of the "Proxy Bid" feature whereby You may submit Bids by the automatic function provided for this purpose.

4.2 If You opt for and use the said Proxy Bid feature in connection with Your Participation in the e-Bidding, You hereby acknowledge and agree that:-

4.2.1 the said Proxy Bid feature will automatically submit incremental Bids on Your behalf if and when a preceding Bid exceeds Your last highest Bid, up to the maximum sum designated by You and notified to Us ("Proxy Bid Limit");

4.2.2 all such Bids so submitted by the Proxy Bid feature will be deemed to be Bids submitted by You and You will be bound and be responsible for such Bids on such Terms and Conditions;

4.2.3 You are deemed to be the operator of the said Proxy Bid feature in respect of all Bids so submitted under Your Account up to the amount of the Proxy Bid Limit;

4.2.4 the said Proxy Bid feature is made available on an "as is, as available" basis and We make no representations or warranties in respect of the Proxy Bid feature;

4.2.5 You use the Proxy Bid feature at Your own risk and We shall not be held liable or responsible for any delay or failure in the performance of such Proxy Bid feature.

4.3 We shall not be obliged but may notify You that Your Proxy Bid Limit has been surpassed or exceeded by a higher Bid submitted by another Bidder and You shall be solely responsible for submitting any Bid in excess of the Proxy Bid Limit if You choose to do so.

5. Bidding Deposit

5.1 For the purposes of participating in the e-Bidding, You are required to put up the Bidding Deposit using such credit card or other facilities as are acceptable to Us. For the avoidance of doubt, Bids which are not accompanied by appropriate Bidding Deposit will be disqualified and not be considered.

5.2 In submitting the credit card and/or other details for the Bidding Deposit, You represent that You have fully authority to use the said credit card (the "Credit Card") and authorise Us to obtain the approval for and to credit and apply the amount of the Bidding Deposit to our account in the event that You:-

5.2.1 become the Successful Bidder;

5.2.2 withdraw or purport to withdraw any of Your Bids after submission;

5.2.3 make a fraudulent Bid or a Bid in bad faith or otherwise engage in any fraudulent or other activity which We deem undesirable; or

5.2.4 breach any of these Terms and Conditions.

5.3 For the avoidance of doubt, a separate Bidding Deposit is required for participation in each e-Bidding under a particular Account.

5.4 Except as otherwise provided in these Terms and Conditions and subject in particular to Clause 5.2, if Your Bid is not successful, We will refrain from debiting the Credit Card account for the amount of the Bidding Deposit and You shall not have any claim against Us whatsoever.

5.5 You agree that You shall not terminate or permit the termination of the use of the Credit Card or prevent the payment of the Bidding Deposit to Us in any manner whatsoever until at least fourteen (14) days following the Closing Time or Your having discharged Your obligation to make payment of the Bidding Deposit pursuant to Clause 3.6, if applicable, or if You are the Successful Bidder until such time when the Bidding Deposit is paid, In the event that the use of the Credit Card is terminated or the payment of the Bidding Deposit is prevented in any manner:-

5.5.1 prior to the expiry of fourteen (14) days following the Closing Time or Your having discharged Your obligation to make payment of the Bidding Deposit pursuant to Clause 3.6, if applicable, We shall be entitled to disregard Your Bid in making the selection of the Successful Bidder; or, as the case may be,

5.5.2 after You are selected as the Successful Bidder, We shall be entitled to disqualify You as the Successful Bidder in which event the terms of Clause 7.3 shall apply and You shall in any event remain liable for payment of the Bidding Deposit as a debt due to Us.

6. Results of e-Bidding

6.1 Following the Closing Time, We will display at the Website, for informational purposes only, particulars of the Bids submitted for the e-Bidding. Such display shall not be construed as Our selection of the Successful Bidder under any circumstances.

6.2 Notwithstanding the display of information relating to the Bids submitted pursuant to Clause 6.1, You acknowledge that We shall not be obliged to accept the highest or any Bid submitted but reserve the sole and exclusive right to select the Successful Bidder at Our sole discretion based on Our selection criteria and may be subject to:-

6.2.1 verification of the identity and capacity of such Bidder; and

- 6.2.2 the said Bidder satisfying such conditions as may be stipulated by Us and not being in breach of any of these Terms and Conditions or any other contractual obligation to Us.

Our decision shall be taken as final and We shall not be obliged to divulge or furnish any reason for Our decision nor shall We be liable for any costs, expenses, losses or damages suffered as a result of Our selection.

6.3 Our selection of the Successful Bidder following the conclusion of the e-Bidding will be published at the Website within fourteen (14) days of the Closing Time. We will not place any Bids submitted by other Bidders on reserve and in the event that the Successful Bidder reneges on his selected Bid following the said publication a fresh e-Bidding may be conducted in respect of the Property.

6.4 In the event that You withdraw Your Bid after You have been announced as the Successful Bidder, in addition to the forfeiture of the Bidding Deposit pursuant to Clause 5.2, You shall pay Us:-

- 6.4.1 the loss in revenue (if any, after setting off the Bidding Deposit forfeited against any such loss) arising from Our having to accept a lower rent or Bid in another e-Bidding, tender or other mode of allocation held in respect of the Property, which loss shall be computed based on the difference between the withdrawn Bid and the successful Bid or equivalent award pursuant to a tender or other mode of allocation over the term of lease of the Property; and
- 6.4.2 the costs and expenses incurred or to be incurred in respect of the conduct of another e-Bidding, tender process or any other mode of allocation to identify another Successful Bidder or tenant,

failing which You shall be debarred from participating in further e-Bidding pursuant to Clause 14.3 and 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.

7. Successful Bidder

7.1 The publication or announcement of the results of the e-Bidding and/or the Successful Bidder constitutes Our acceptance of the Successful Bidder's selected Bid, whereupon the Successful Bidder shall be bound by and deemed to have executed the Tenancy Agreement in respect of the Property at the Successful Bidder's Bid as selected and accepted by Us. Notwithstanding the same, the Successful Bidder shall not enter into any arrangements or contracts relating to the Property until such time when the Tenancy Agreement has been physically executed pursuant to Clause 8.

7.2 Following Our acceptance of the Successful Bidder's selected Bid pursuant to Clause 7.1 and subject to Our being satisfied that the Successful Bidder has fulfilled the conditions as stipulated by Us, We will issue to the Successful Bidder the Acceptance Letter, in which event, the Successful Bidder shall procure that:-

- 7.2.1 if the Successful Bidder is an individual, the relevant Company or Firm for purposes of Clause 8 will be incorporated or registered, as the case may be no later than ten (10) days from the date of the Acceptance Letter;
- 7.2.2 all required regulatory or other approvals, consents and licences shall be obtained and that You shall at all times at Your 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 Property 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 Authorities or bodies in respect of the Property and/or any development or activities thereon from time to time; and

- 7.2.3 all other requirements and directions specified by Us for the purposes of the tenancy or lease of the Property (including as may be stated in the Acceptance Letter) will be complied with, including without limitation Clause 8.

Provided that the Successful Bidder acknowledges and agrees that, without prejudice to the terms herein and subject to Clause 8.1.1, the acceptance of the Successful Bidder's offer and right to the lease/tenancy of the Property as set out in the Acceptance Letter shall be personal to the Successful Bidder and shall not be transferable.

7.3 If the Successful Bidder shall for whatever reason fail to observe or perform or shall fail to ensure the due observance or performance of any of these Terms and Conditions, We may forfeit the Bidding Deposit and all other monies paid under the provisions hereof which shall thereupon belong to Us and We shall be entitled to:-

- 7.3.1 redispense of, and where possession of the Property has been delivered to the Successful Bidder, to re-enter upon and resume possession and to redispense of the Property and any interest therein as if the Successful Bidder had never submitted a Bid under the present Terms and Conditions; and
- 7.3.2 whether by public auction, private treaty or by tender subject to such conditions and generally in such a manner as We may in Our discretion think fit with power to vary or rescind any contract, sell or lease 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 Successful Bidder to Us and shall be recoverable by Us against the Successful Bidder as damages but any increase of proceeds on a redispense shall belong to Us absolutely.

7.4 Nothing herein or in the Tenancy Agreement shall be construed to exempt a Successful Bidder 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 Property and/or any intended developments and activities thereon. The Successful Bidder shall ascertain the exact and detailed conditions and requirements of all relevant authorities or bodies in respect of any development or activities on the Property and shall at his own costs and expenses observe and comply with the same.

8. Tenancy Agreement and Payment of Rent and Security Deposit

8.1 Following Our issuance of the Acceptance Letter, the Successful Bidder shall:

- 8.1.1 sign or otherwise procure that the relevant Company or Firm referred to in Clause 7.2.1 shall sign as lessee or tenant, within the time period stipulated by Us the physical copies the Tenancy Agreement (in duplicate) to be provided by Us pursuant to Clause 7.2, failing which the Successful Bidder shall in any event be responsible for any losses, costs or expenses arising as a result thereof;
- 8.1.2 pay to Us within ten (10) days of the date of the Acceptance Letter the proper amount of *ad valorem* duty on the Acceptance Letter and nominal duty on the Tenancy Agreement (in duplicate) so that We may arrange for the said documents to be duly stamped with the proper amount of duty chargeable under the Stamp Duties Act (Cap. 312) within fourteen (14) days of the date of the Acceptance Letter and Tenancy Agreement, as the case may be;
- 8.1.3 forward to Us the following within ten (10) days of the date of the Acceptance Letter:-

- (i) payment to Us in cashier's order of any shortfall in amount between the aggregate of the Bid and the service and conservancy charges in respect of the Property for one month or such other sums as stated in the Acceptance Letter to be payable together with the amount of GST chargeable thereon and the Bidding Deposit;
- (ii) payment to Us of an amount equivalent to three months' rent or such other sums as We may require (GST of which is not chargeable), as security against breach of any of the covenants contained in the Tenancy Agreement which shall be maintained at the same amount or such other amount as may be revised by Us throughout the term of the lease or tenancy of the Property in accordance with the terms of the Tenancy Agreement in the form of a cash deposit OR an acceptable banker's guarantee for the same equivalent amount in lieu of the aforesaid cash deposit, such guarantee to be valid and irrevocable for the whole of the said term or the unexpired portion of the said term, as the case may be, plus six months after the date of expiry of the said term and in a form approved by Us; and
- (iii) reasonably satisfactory evidence of standing instructions or direct debit authorisation having been issued to the Successful Bidder's bank to remit payment of the monthly rent and the service and conservancy charges in respect of the Property together with GST thereon to Us, by interbank GIRO or any other mode as may be determined by Us for the term of the lease or tenancy of the Property (other than the payment under Clause 8.1.3 (i) above);

8.1.4 return to Us the duplicate copy of the duly signed Tenancy Agreement following Our issuance thereof within such time as We then stipulate.

9. **Payment of Costs and Expenses**

9.1 Without prejudice to the above provisions, the Successful Bidder shall in any event, if required, pay on demand:

- 9.1.1 all legal costs and all other expenses incurred or to be incurred by Us in connection with the preparation, finalisation and completion of the documents relating to the Property and in respect of matters incidental thereto or arising therefrom;
- 9.1.2 all stamp duties payable on the tenancy of the Property and all other costs and expenses incurred or to be incurred in connection with the preparation and completion of the Tenancy Agreement and matters incidental thereto or arising therefrom;
- 9.1.3 the amount(s) of GST charged or chargeable in relation to the tenancy of the Property and the supply of any goods or services by Us or on Our behalf to the Successful Bidder.

10. **Possession of Property**

10.1 Vacant possession of the Property shall be delivered to the Successful Bidder upon Our receipt of the payments and documents pursuant to Clauses 8 and 9 Provided that the delivery of vacant possession shall not be earlier than the date of commencement of the lease or tenancy of the Property as set out in the Property Details.

10.2 The Successful Bidder shall not be entitled by virtue of any structure encroaching onto the Property from the adjacent lands to:

- 10.2.1 withhold any payment;
- 10.2.2 object to or refuse the delivery of possession of the Property or any part thereof to him; or

10.2.3 delay or refuse to observe or perform any of these Terms and Conditions and/or the Tenancy Agreement.

11. **Obligations and Warranties of Bidders**

11.1 You warrant and undertake:-

11.1.1 to honour all Bids You submit through the use of the Website and will not cancel or retract any Bids submitted by You;

11.1.2 to keep the information of the Bidders, including the Bid History, obtained through the Website confidential and not use the same or disclose the particulars of the said Bidders to any other third party for any purpose whatsoever;

11.1.3 not to manipulate the rates or rent of any Property nor to interfere with any e-Bidding and/or the Bids of other Bidders;

11.1.4 to maintain the security and confidentiality of the User ID and Password issued upon registration and to use the same only for the purposes contemplated in these Terms and Conditions;

11.1.5 not to do any act which may impose an unreasonably or disproportionately large load on the infrastructure or facilities or interfere with the proper working of the Website whether by the use of any device or software;

11.1.6 not to undermine the security or integrity of the computer systems or networks used by Us, Our agents or service providers or that of the Bidders and not gain or attempt to gain unauthorised access to such computer systems or networks; and

11.1.7 to observe and comply at all times with any of Our directions or stipulations relating to the Property or the submission of the Bids for the same and any applicable laws and not do any act or permit any of Your employees or authorised persons to do any act which may violate or contravene any such laws.

11.2 You shall be responsible for determining whether taxes are payable in respect of the lease of the Property under the applicable laws and shall assume responsibility for the same. You further acknowledge that unless otherwise stated, We are not liable nor should We be held responsible for paying, collecting, reporting or remitting any taxes arising from any transactions facilitated by any e-Bidding.

11.3 Bidders should consult the relevant authorities or bodies in respect of the intended development or activities on the Property prior to submitting a Bid. You shall not hold Us liable for any loss, damage or inconvenience caused by having to comply with such conditions and requirements of the relevant authorities or bodies or if You, upon becoming a Successful Bidder, are unable to occupy and use the Property for Your intended purpose or part thereof in whatsoever manner due to such conditions and requirements imposed by the relevant authorities or bodies.

12. **Password and Security**

12.1 You shall be responsible for maintaining the use of Your Account and the confidentiality of Your User ID and Password designated by You following Your registration with Us. You undertake to be responsible for all activities and actions, including Bids made under Your Account and/or using Your User ID and Password, whether authorised by You or not.

12.2 In the event that it is discovered that Your User ID and Password is compromised in any manner, You will notify Us of the same, in which case, We will issue a new password and forward the same to You at Your designated email address at Your risk, following which You agree to change and use the new password.

12.3 You may register for only one Account with Us for the purposes of participating in the e-Bidding and submitting Bids for the Property. If it is discovered that You have applied for or secured more than one Account, whether through a misrepresentation or otherwise, We shall be entitled to terminate such Account(s) and/or prohibit Your registration of any Account for such time as We shall see fit.

13. Information

13.1 For the purposes of registering with Us and using the Website, We will require Information to be provided by You and may further request that feedback be given. In providing the Information, You take sole responsibility for the same and warrant that the Information supplied to Us:-

13.1.1 is not misleading or inaccurate;

13.1.2 does not infringe the intellectual property rights of any third party;

13.1.3 does not contain illegal, defamatory, libelous, pornographic or obscene materials or promote sexually explicit materials;

13.1.4 does not violate any applicable laws (including export controls, consumer protection or unfair competition laws);

13.1.5 does not contain or will not import any viruses, Trojan horses, timebombs or other disabling devices intended to detrimentally interfere, damage, surreptitiously intercept or expropriate system, data or personal information of Bidders; and

13.1.6 are for the purpose intended and are not provided for speculative purposes in anticipation of demand or otherwise,

and We reserve the right to remove or edit any Information which violates any of the above requirements or creates liability or causes Us to lose the services of internet service providers or other suppliers.

13.2 In providing the Information, You agree and hereby authorise Us to:-

13.2.1 use such Information in connection with the conduct of the e-Bidding at the Website;

13.2.2 use such Information for the provision of the Bid History, whether at the Website or otherwise; and

13.2.3 disclose such Information to other related governmental agencies and bodies so that You may have a wider service selection.

13.3 You agree to keep confidential all information that You may obtain in connection with or in the course of Your use of the Website (including the identities and Bids of other Bidders), whether intended or by accident, and will not disclose such information or use the same without Our express written consent.

14. Rights of the Corporation

14.1 You acknowledge and agree that We have the right, and shall continue to reserve the right (but shall not be obliged) to:-

- 14.1.1 request additional information and data from You as We deem appropriate and to take such steps as necessary to verify any Information provided by You if We have any reason to suspect that inaccurate information or data has been given;
 - 14.1.2 monitor, screen, censor or control any activity, content or material appearing on the Website and investigate any violation or non-compliance with these Terms and Conditions;
 - 14.1.3 do all such acts as may be necessary to ensure the smooth conduct of the e-Bidding and/or operation of the Website.
- 14.2 We further retain the right, at Our discretion, to:-
- 14.2.1 modify, delete, edit or withdraw any e-Bidding or part thereof at any time, or stop or suspend the same in respect of any one or more Bidder(s);
 - 14.2.2 reject, remove, relocate or block any material or content on the Website or part thereof; or
 - 14.2.3 prevent or restrict access by any Bidder to the Website

without being liable for any costs, expenses, losses and/or damages incurred by the said or any other Bidder(s) whatsoever. The rights herein shall include the right to remove any listed Property or the description thereof and to remove any Bids submitted.

14.3 Without prejudice to any right of action or other remedy which the Government of Singapore ("the Government") and/or We may have or any proceedings, civil or criminal, which the Government and/or We may decide to initiate or take:-

- 14.3.1 the Government and/or We shall debar the Successful Bidder and any Bidder 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;
- 14.3.2 the Government and/or We reserve the right to debar the Successful Bidder 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 We may at Our discretion determine for any failure on the part of the Successful Bidder to observe or perform any of the terms and conditions or referred to in these present Terms and Conditions;
- 14.3.3 the Successful Bidder shall on demand pay such amount as We may determine as compensation for any loss and damage that may be suffered, directly or indirectly, by Us as a result of any failure to observe or perform any of the terms and conditions contained or referred to herein on the part of the Successful Bidder or the employees or agents of the Successful Bidder.

15. **Grant of Rights**

15.1 In supplying any Information and materials to Us, You are deemed to grant Us the non-exclusive, perpetual, irrevocable, royalty free licence to use the said Information in accordance with these Terms and Conditions and to exercise publication rights in any media.

15.2 You acknowledge that the copyright, trade marks and other intellectual property rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph or any other materials or works (collectively "the Materials") used on, contained in or used in connection with the

Website are the sole and exclusive property of the Corporation and/or its licensors. You undertake not to challenge, dispute or question such sole and exclusive property.

15.3 You are permitted to download and print the materials on the Website for personal, non-commercial use provided You do not violate the provisions in these Terms and Conditions. Subject to such limited permission, You shall not reproduce, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of the Website or the Materials without Our prior written consent.

15.4 You shall not create derivative works from the Materials or insert a hyperlink to the Website from any other website or use any material contained at the Website on any other server without Our prior written consent. Further, You shall not use any of the Materials in advertising or publicity relating to the Property or indicate any association or link to this Website or any of Our sites without Our prior written approval.

16. **Links to Other Websites**

Except as expressly indicated, any other websites linked to the Website by hyperlink or otherwise are so linked for convenience and ease of reference only. We do not represent or intend for such links to be referrals or endorsements of such other sites or the entities operating such sites. You understand and acknowledge that any access to such sites is at Your own risk as We do not control nor contribute to such sites or the information contained therein. You will not hold Us liable for any loss or damage that may occur as a result of any reliance on or use of such information.

17. **Indemnity**

You shall indemnify Us fully against any claims, actions, damages, expenses liabilities or adverse consequences arising from any breach of Your obligations or representations and/or warranties or otherwise and additionally defend any claim or allegation made or action taken by any third party contrary to the said representations or warranties.

18. **Termination**

18.1 We reserve the right to terminate or suspend the permission granted to You to participate in the e-Bidding and submit Bids for the Property and/or Our agreement with You with or without notice:-

18.1.1 in the event of Your breach of these Terms and Conditions;

18.1.2 if You are found to be involved in any illegal or fraudulent activity;

18.1.3 where We deem that the continued use of the Website by You is not in Our interests or other Bidders having access to the Website;

18.1.4 Your Account is not used for a period exceeding 6 months; or

18.1.5 for any other reason as We may deem fit.

18.2 Notwithstanding any termination or suspension of rights hereunder, any Bids placed by You as a Bidder prior to such termination or suspension shall continue to be valid and You shall be bound thereby.

18.3 Upon termination, We shall be entitled to deactivate Your Account and deny any access to the Website by You or any person using Your User ID and Password. All Information provided to Us may be retained and continued to be used by Us pursuant to Clauses 13.2 and 15.1, which shall survive the termination of the agreement pursuant to these Terms and Conditions.

19. **Disclaimer and Limitation of Liability**

19.1 This Website and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied. We expressly disclaim any and all warranties, including without limitation warranties of merchantability, fitness for a particular purpose, accuracy, availability, non infringement or implied warranties from course of dealing or usage of trade to the extent permissible by applicable law and we shall not be liable for any services or other information found on this Website or obtained in connection with Your participation in the e-Bidding under these Terms and Conditions or for any special, consequential or incidental damages including but not limited to lost profits, lost business or lost data howsoever arising. Further, we make no representations or warranties regarding the information posted or supplied by Bidders.

19.2 Further, You acknowledge that We do not guarantee uninterrupted, continued or secure access to the Website or Your participation in any e-Bidding or that the Website will be error free or free from computer virus or other invasive or damaging code and You will not hold Us responsible for any loss, damage or lost opportunities as a result thereof, including any delay in the submission, transmission or cancellation of Bids from any cause whatsoever.

19.3 Notwithstanding any provision in these Terms and Conditions but subject to the extent permitted by applicable law:-

19.3.1 any liability for obligation, right, remedy or claim in tort is expressly excluded by Us

19.3.2 in no event shall Our total liability to You or any third parties for damages, losses and causes of action exceed the Bidding Deposit provided by You.

20. **Availability**

You agree that We may, at Our discretion, with or without prior notice, at any time suspend the operations of the Website temporarily or any part thereof for the purposes of updating and upgrading the system and the maintenance thereof, or any other purpose as We may deem fit or appropriate. You shall not hold Us liable or responsible for any loss, damage or liability suffered as a result of such suspension.

21. **Force Majeure**

We will not be responsible or liable for any delay in or failure to perform any of Our obligations as a result of any cause beyond Our control, including acts of God, civil or ethnic unrest, shortage of material, industrial dispute, power failures, laws and regulations, prohibitions or measures of any kind on the part of any governmental, statutory or local authority, import or export regulations or embargoes, acts or defaults of any telecommunications network operator or other service providers, severance or suspension of use of communication lines for reasons attributable to third party telecommunication carriers.

22. **General Terms**

22.1 These Terms and Conditions shall be governed by and construed according to the laws of Singapore. You agree that any action whether in law or equity arising out of or relating to these Terms and Conditions may be brought in the courts of Singapore and You agree to submit to the jurisdiction of the courts of Singapore. However, You further agree that should We choose to institute proceedings against You in the courts of any other country, You will also agree to submit to the jurisdiction of such other courts and will not challenge such proceedings on the ground of inconvenient forum.

22.2 If any provision in these Terms and Conditions 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.

22.3 A failure on Our part to act in respect of any breaches shall not be deemed to be a waiver of Our rights in respect of such breach or any other breach on Your part.

22.4 Without prejudice to these Terms and Conditions, if there is any conflict or inconsistency between the provisions herein and the terms of the Tenancy Agreement to be executed, the provisions in the Tenancy Agreement shall apply.

22.5 A person (including a Company or a Firm) who is not a party to this contract shall have no right under the Contracts (Rights of Third Parties) Act (as amended or revised from time to time) to enforce any of these Terms and Conditions.

23. Notices

23.1 Any notices, demands or notifications by Us to the Bidder may be sent by:-

23.1.1 E-mail

All notifications sent shall be deemed to have been transmitted at the date and time of transmission by the mail server operated by Us or Our service provider unless We are notified that there was a failure in delivery or the mail is returned.

23.1.2 Facsimile

Notifications shall be effective and be deemed to have be received by the Bidder at the time of actual transmission by Us.

23.1.3 Post

Notifications shall be effective and be deemed to be received by the Bidder at the time the notification is posted.

23.1.4 Hand Delivery

Notifications shall be effective at the time of delivery.

All notifications referred to herein shall be sent to the relevant address of the Bidder as indicated in the Bidder's registration details.