

SINGAPORE LAND AUTHORITY
INVITATION TO TENDER
FOR LEASE OF LAND PARCEL AT LORONG CHENCHARU
TENDER NO: PARCEL 10

- A. Tenders are invited for the lease of the parcel of land in the Republic of Singapore as indicated on the Cadastral Survey Plan annexed hereto and more particularly described in the Particulars of Tender below, for a term of ten (10) years, on the terms and conditions set out in the Conditions of Tender in this Invitation to Tender:

PARTICULARS OF TENDER

Land Parcel	Location	Site Area (sq m)	Permitted Use
Parcel 10	Lorong Chencharu	5064.8	Aquarium Fish Export Centre

Please refer to Condition 5 of the Conditions of Tender and the Detailed Guidelines at Appendix A

- B. The Tenderer may obtain the tender packet ("**Tender Packet**") for the said parcel of land for Dollars Fifty Two and cents Fifty (\$52.50) (inclusive of Goods and Services Tax) from the Singapore Land Authority at 55 Newton Road, #12-01 Revenue House Singapore 307987. The Tender Packet contains the Particulars of Tender, the Conditions of Tender, the Technical Conditions of Tender, the Conditions and Requirements of Relevant Authorities / Public Utility Licensees, the Submission Envelope, the Form of Tender, the Form of Lease, Enquiry Form, Trial Pit Test Report, Cadastral Survey Plan, Spot Level Survey Plan, Location Plan and any other documents and forms enclosed.
- C. Any queries, doubts or uncertainties in respect of the Particulars of Tender, the Conditions of Tender or the Technical Conditions of Tender contained in the Tender Packet on which the Tenderer requires clarification from the Singapore Land Authority are to be listed or set out clearly in the Enquiry Form supplied in the Tender Packet and such Enquiry Form must be submitted to and received by the Singapore Land Authority not later than **14th Dec 2010**. The Singapore Land Authority's replies to such queries, doubts and uncertainties shall be sent to the inquirers not later than **21st Dec 2010**.

CONDITIONS OF TENDER

1. Definitions and Interpretation

1.1 In these Conditions of Tender, the following words and expressions shall have the meanings hereby assigned to them, unless the context otherwise requires:

“90 Days Period” means the period of ninety (90) days from and including the date of the Tender Acceptance Letter.

“Appointed Company” has the meaning ascribed to it in Condition 34.1.

“Authority” means the Singapore Land Authority (as agent for and on behalf of the Government) and its duly appointed employees, servants and agents, and unless the context otherwise requires, includes the Government.

“Balance Lot (s)” has the meaning ascribed to it in Condition 13.

“Cadastral Survey Cost” means the cost and expense incurred by the Authority for the “cadastral survey of the Land and the Balance Lot(s) as set out in Condition 13.

“Certificate of Stamp Duty” means the stamp certificate issued by the Commissioner of Stamp Duties in accordance with the Stamp Duties Act (Cap. 312).

“Conditions of Tender” means these Conditions of Tender and includes all supplementals, additions, variations and amendments to them.

“Contract” means the contract made between the Government and the Successful Tenderer for the lease and development of the Land on the terms and conditions set out in these Conditions of Tender, the Technical Conditions of Tender and the Lease.

“Development” shall have the meaning ascribed in Condition 17.

“Form of Tender” means the Form of Tender as set out in **Appendix B** and such other forms of tender as may be provided by the Authority prior to the Tender Submission Date, to be submitted by the Tenderer in accordance with Condition 6.

“Form of Lease” means the form of the Lease set out in **Appendix D**.

“Government” means the Government of the Republic of Singapore and includes its duly appointed servants and agents.

“GST” means the applicable goods and services tax as defined under the Goods and Services Act (Cap. 117A).

“Land” means the parcel of land more particularly described in the Particulars of Tender.

“Lease” means the lease of the Land to be granted by the Lessor pursuant to Condition 2, and shall include all supplementals, additions, variations and amendments to it.

“Lessor” means the President of the Republic of Singapore and his successors-in-office.

“Letter of Possession” means the letter delivered to the Successful Tenderer under Condition 11.2.

“Particulars of Tender” means the foregoing Particulars of Tender attached to the Conditions of Tender (and which shall form an integral part of the Conditions of Tender), and includes all supplementals, additions, variations and amendments to it.

“Public Utilities Board” means the Public Utilities Board constituted under the Public Utilities Act (Cap. 261).

“Sale Price” shall have the meaning ascribed in Condition 9.

“Successful Tenderer” means the Tenderer whose Tender is accepted in the manner referred to in Condition 8 and where the context so admits shall include the Successful Tenderer’s successors and permitted assignees.

“Technical Conditions of Tender” means the technical conditions for the development of the Land contained in the Tender Packet, and includes all supplementals, additions, variations and amendments to it.

“Temporary Occupation Permit” means the temporary occupation permit issued under the Building Control Act (Cap. 29)

“Tender” means an offer to lease the Land made in accordance with these Conditions of Tender.

“Tender Acceptance Letter” means the letter of acceptance issued by the Authority pursuant to Condition 8.1.

“Tender Packet” means the packet for this Invitation to Tender issued by the Authority (Tender No: Parcel 10) containing the Particulars of Tender, these Conditions of Tender, the Technical Conditions of Tender, the Conditions and Requirements of Relevant Authorities / Public Utility Licensees, the Form of Lease, the Form of Tender, Enquiry Form, Cadastral Survey Plan, Spot Level Survey Plan, Location Plan, Trial Pit Test Report and any other documents and forms enclosed.

“Tender Submission Date” means the date stipulated in Condition 6.1.

“Tenderer” means a person who submits a Tender for the Land.

“TOP Date” has the meaning ascribed to it in Condition 33.1.1.

- 1.2 Words importing the singular shall also include the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.4 Words denoting natural persons shall include corporations and firms.
- 1.5 In computing the number of days under these Conditions of Tender, “day” means any day from Monday till Sunday (both inclusive), including a public holiday. Notwithstanding the aforesaid, when an act is to be done or taken on a certain day, then, if that day happens to be a Sunday or a public holiday, the act shall be considered as done or taken if it is done or taken on the next day afterwards, not being a Sunday or public holiday.
- 1.6 The headings in these Conditions of Tender are for convenience or reference only and shall not be deemed to be part of these Conditions of Tender or be taken into consideration in the interpretation or construction of these Conditions of Tender.
- 1.7 Unless otherwise provided, any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time and for the time being in force and be deemed to include any subsidiary legislations made thereunder.
- 1.8 The Appendices mentioned in these Conditions of Tender shall form an integral part of these Conditions of Tender and the provisions thereof shall have the same force and effect as if expressly set out in the main body of these Conditions of Tender. References made to an Appendix are to the Appendices attached to these Conditions of Tender.

- 1.9 References to the Lease, Conditions of Tender and Technical Conditions of Tender shall include any plans, drawings, reports and other documents referred therein, appended or annexed to any of such document.
- 1.10 Where there are two or more persons included in the term "Successful Tenderer", all terms and conditions in these Conditions of Tender shall be deemed to be made by and shall be binding on and applicable to such persons jointly and severally.
- 1.11 Unless otherwise stated, any reference to a numbered Condition in these Conditions of Tender means the condition in these Conditions of Tender which is so numbered.

2. Lease of Land by Tender

- 2.1 The lease of the Land is to be sold by public tender by the Authority for and on behalf of the Lessor subject to these Conditions of Tender, the Technical Conditions of Tender and the Lease.
- 2.2 The Successful Tenderer shall, subject to the provisions of these Conditions of Tender, the Technical Conditions of Tender and the Lease, be granted a lease of the Land for a term of ten (10) years by the Lessor in the form and on the terms and conditions as set out in **Appendix D**.
- 2.3 Upon the written request of the Successful Tenderer made not earlier than five (5) years and not later than three (3) years prior to the date of expiry of the term of the Lease, the Lessor may, at its absolute discretion, grant the Successful Tenderer a lease of the Land for a further term of ten (10) years at a premium to be determined by the Chief Valuer and on such terms and conditions as may be agreed between the Lessor and the Successful Tenderer, provided that there shall not at the time of the Successful Tenderer's request be any existing breach or non-observance of the covenants or conditions or other provisions on the part of the Successful Tenderer contained in the Lease.
- 2.3 All the provisions in the Form of Lease set out in **Appendix D** shall be observed and performed by the Successful Tenderer as if they have been specifically set out herein.
- 2.4 The Authority reserves the right to withdraw the public tender for the lease of the Land at any time without being liable for any cost, expenses, losses and damages.

3. Knowledge of contents of tender documents

Each Tenderer shall be taken to have read and shall be bound with full notice and knowledge of the contents of the Form of Lease in **Appendix D**, the Particulars of Tender, these Conditions of Tender and the Technical Conditions of Tender contained in the Tender Packet, including all supplementals, additions, variations and amendments to the Form of Lease, the Particulars of Tender, these Conditions of Tender and the Technical Conditions of Tender and any plans, drawings, reports and other documents referred to, mentioned in, appended or annexed to the Form of Lease, these Conditions of Tender and the Technical Conditions of Tender, made by the Authority prior to the Tender Submission Date and notified to the persons who purchased the Tender Packet directly from the Authority.

4. Technical Conditions of Tender

The Successful Tenderer shall in addition to these Conditions of Tender comply with the Technical Conditions of Tender for the Land as if they have been specifically set out in these Conditions of Tender.

5. Permitted Use of the Land

The Land is to be used as an Aquarium Fish Export Centre only subject to the technical parameters and other stipulations, prohibitions and restrictions set out in the Detailed Guidelines at **Appendix A**.

6. Submission of Tender and Tender Deposit

- 6.1 The Tenderer must complete and sign the Form of Tender provided in the Tender Packet and submit the duly completed and signed Form of Tender, together with a valid license to export ornamental fish issued to the Tenderer by the Agri-Food and Veterinary Authority of Singapore, under sealed cover in the envelope provided in the Tender Packet by depositing such sealed envelope into the tender box at Singapore Land Authority at **8th storey, 55 Newton Road Singapore 307987, between the hours of 10 am and 12 noon (sharp) on 28th Dec 2010 ("Tender Submission Date")**. The timings for the close of this Invitation to Tender (Tender No: **Parcel 10**) will be based on the digital clock above the aforementioned tender box and the box will be sealed and closed at exactly 12 noon on the Tender Submission Date.
- 6.2 Tenders submitted after 12 noon (sharp) on the Tender Submission Date will not be considered.
- 6.3 Where the Tenderer is a company not incorporated in Singapore, the Tenderer shall also submit together with the duly completed and signed Form of Tender submitted in accordance with Condition 6.1, copies of the following documents certified to be true copies by the Tenderer's director or secretary:
- 6.3.1 Certificate of incorporation or registration in the Tenderer's place of incorporation or origin or a document of similar effect; and
- 6.3.2 Particulars of the Tenderer relating to its registered office address, principal activities, share capital, officers, directors and shareholders as registered with and maintained by the relevant authority at its place of incorporation or origin.
- 6.4 Each Tenderer shall pay a tender deposit of at least five percent (5%) of the tendered sale price stipulated in his Tender and the said tender deposit shall be paid at the time of submission of Tender in the manner set out in Condition 6.5.
- 6.5 Tender deposits for any Tender shall be paid at the time of submission of Tender in the following manner:
- 6.5.1 by way of one or more cashier's order(s) made payable to the "Commissioner of Lands, SLA" with the name of the Tenderer clearly written on the reverse side thereof, such cashier's order(s) shall be submitted together with the Form of Tender; or
- 6.5.2 by providing (as security for the payment) one or more bank guarantee(s) issued in favour of the "Commissioner of Lands, SLA" for the total sum equivalent to the tender deposit, such bank guarantee shall be in the relevant prescribed form as set out in Appendix C and shall be submitted together with the Form of Tender. Such bank guarantee(s) shall be valid for a period of eighteen (18) weeks from the Tender Submission Date, i.e. up to and including **3rd May 2011**, and shall provide that any claim thereunder may be made within sixty (60) days after the expiry date thereof; or
- 6.5.3 by a combination of the two abovementioned methods for the total sum equivalent to the tender deposit.
- 6.6 **Tender deposits paid in CASH or by CHEQUE or any other means WILL NOT BE ACCEPTED.**

- 6.7 Failure to effect payment of the tender deposit for any Tender in the manner set out in Conditions 6.4 and 6.5 shall render the Tender disqualified.
- 6.8 If the tender deposit is paid by way of cashier's order, the tender deposit shall be forfeited if the Tenderer withdraws his Tender after 12 noon (sharp) on the Tender Submission Date but shall otherwise be refunded without interest to all unsuccessful Tenderers within 16 weeks from and including the Tender Submission Date and thereafter such unsuccessful Tenderers shall have no claim whatsoever against the Authority.
- 6.9 If the tender deposit is paid by the provision of one or more bank guarantee(s) and, if after 12 noon (sharp) on the Tender Submission Date, the Tenderer withdraws his Tender, then the Authority shall be entitled to invoke the terms of such bank guarantee(s) and forfeit the tender deposit but otherwise such bank guarantee(s) shall be returned to all unsuccessful Tenderers within 16 weeks from and including the Tender Submission Date and thereafter such unsuccessful Tenderers shall have no claim whatsoever against the Authority.
- 6.10 If payment of the tender deposit is made by a combination of the two methods mentioned in Condition 6.5, and if after 12 noon (sharp) on the Tender Submission Date, the Tenderer withdraws his Tender, that part of the tender deposit paid by way of cashier's order shall be forfeited and the Authority shall also be entitled to invoke the terms of any bank guarantee(s) submitted and forfeit the remaining part of the tender deposit but otherwise the part of the tender deposit paid by way of cashier's order shall be refunded without interest and any bank guarantee(s) for the remaining part of the tender deposit shall be returned to all unsuccessful Tenderers within 16 weeks from and including the Tender Submission Date and thereafter such unsuccessful Tenderers shall have no claim whatsoever against the Authority.
- 6.11 For the purpose of these Conditions of Tender, any amendment by the Tenderer of his Tender or any part thereof after 12 noon (sharp) on the Tender Submission Date shall unless expressly allowed by the Authority be deemed to be a withdrawal of such Tender.
- 6.12 All Tenders submitted shall remain valid for a period of 16 weeks from and including the Tender Submission Date, i.e. up to and including **19th Apr 2011**.

7. Rejection and Disqualification of Tender

- 7.1 The Authority reserves the right to reject the highest priced Tender or any Tender, and shall not be bound to assign any reason therefore.
- 7.2 Tenders submitted by the following categories of persons and companies will be disqualified and will not be considered:
- 7.2.1 persons and companies who do not hold a valid license to export ornamental fish issued by the Agri-Food and Veterinary Authority of Singapore;
 - 7.2.2 persons under the age of 21 years;
 - 7.2.3 persons and companies debarred by the Government from participating in tenders or auctions of the ministries and departments of the Government and statutory boards;
 - 7.2.4 persons against whom a bankruptcy petition has been presented in the High Court;
 - 7.2.5 persons against whom a bankruptcy order has been made or an application under the Bankruptcy Act for an interim order has been made;
 - 7.2.6 insane persons;
 - 7.2.7 companies for which a petition for winding up has been presented in the High Court or companies in liquidation;

7.2.8 companies placed under receivership and a receiver appointed to manage the affairs; and

7.2.9 companies for which an application has been made for the appointment of a judicial manager or companies placed under judicial management.

7.3 **Any Tender submitted that is not in compliance with the instructions contained in the Form of Tender and these Conditions of Tender shall be disqualified.**

8. Acceptance of Tender

8.1 As soon as the Authority has selected the Successful Tenderer, the Authority shall inform the Successful Tenderer of the acceptance of his Tender by letter ("Tender Acceptance Letter") sent to him by post or, if the Authority deems fit, delivered to him by hand, to the address given in his Form of Tender and such letter so sent shall be deemed to have been received by the addressee (if sent by post) in due course of post or (if delivered by hand) on the day of delivery. **The date of the Tender Acceptance Letter from the Authority to the Successful Tenderer shall be deemed to be the date of acceptance by the Authority of the Tender.**

8.2 The Successful Tenderer shall pay the proper amount of ad valorem duty chargeable on the Tender Acceptance Letter under Article 8(b) or 8(c) of the First Schedule of the Stamp Duties Act (Cap. 312) (whichever is applicable) within 14 days from and including the date of the Tender Acceptance Letter and shall on or before the expiry of the 90 Days Period furnish to the Authority -

8.2.1 a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter; and

8.2.2 being attached to the said Certificate of Stamp Duty, a copy of the Tender Acceptance Letter bearing a certification by an Advocate & Solicitor that it is a true copy of the document referred to in the said Certificate of Stamp Duty.

8.3 Where the Commissioner of Stamp Duties allows an extension of time for payment of the said ad valorem duty, the Successful Tenderer may pay such duty within such extended time as allowed and shall furnish to the Authority the said copies of the Certificate of Stamp Duty and Tender Acceptance Letter within seven (7) days from and including the date of payment of the said ad valorem duty.

8.4 Where the tender deposit or part thereof is paid by the provision of one or more bank guarantee(s) as provided in Conditions 6.5.2 and 6.5.3, the Successful Tenderer shall pay a sum equivalent to the tender deposit or part thereof covered by the bank guarantee(s) by cashier's order in favour of the "Commissioner of Lands, SLA" within seven (7) days from and including the date of the Tender Acceptance Letter failing which the Authority shall be entitled to invoke the terms of such bank guarantee(s) submitted.

9. Sale Price

The Sale Price for the Land shall be the tendered sale price stipulated in the Successful Tenderer's Tender that is accepted by the Authority in accordance with Condition 8.

10. Payment of Sale Price and Cadastral Survey Cost

The Successful Tenderer shall pay -

- 10.1 within 28 days from and including the date of the Tender Acceptance Letter, twenty-five per cent (25%) of the Sale Price (included in which is the tender deposit), together with the GST payable on the twenty five percent (25%) of the Sale Price, by Cashier's Order made in favour of "Commissioner of Lands, SLA"; and
- 10.2 on or before the date of expiry of the 90 Days Period -
 - 10.2.1 the balance of seventy-five per cent (75%) of the Sale Price, together with the GST payable thereon, by Cashier's Order made in favour of "Commissioner of Lands, SLA"; and
 - 10.2.2 the sum of Singapore Dollars Three Thousand Two Hundred and Twenty Five (\$3,225) being the Cadastral Survey Cost, by Cashier's Order made in favor of "Singapore Land Authority".

11. Possession of Land

- 11.1 Vacant possession of the Land shall not be delivered to the Successful Tenderer until receipt by the Authority of all of the following:
 - 11.1.1 payment in full of the Sale Price, the Cadastral Survey Cost and the GST payable on the Sale Price and the Cadastral Survey Cost;
 - 11.1.2 unless Condition 8.3 applies, a copy of the Certificate of Stamp Duty issued by the Commissioner of Stamp Duties for the Tender Acceptance Letter with a copy of the Tender Acceptance Letter attached thereto in accordance with Condition 8.2;
 - 11.1.3 payment in full of all amounts due and payable under Condition 14, and any other monies as may be stipulated by the Authority to be due and payable under Condition 34 (if applicable);
 - 11.1.4 the certified list(s) of shareholders in accordance with Conditions 33.3 and 34.5 (whichever is applicable);
 - 11.1.5 the duly executed Undertaking(s) in accordance with Conditions 33.2, 34.3 and 34.4 (whichever is applicable); and
 - 11.1.6 such other duly executed agreements and documents as may be stipulated by the Authority under Condition 34 (if applicable).
- 11.2 Possession shall be given to the Successful Tenderer by delivering to him a letter ("Letter of Possession") stating that possession of the Land shall be deemed to be handed over to him with effect from such date as specified in the Letter of Possession.
- 11.3 The Authority shall not be required to remove any rubbish, debris or articles on, under or within the Land or to clean up the Land or any part thereof at any time whether before, on or after the date of the Letter of Possession.
- 11.4 The Successful Tenderer shall accept the Land on an "as is where is" basis as regards the matters mentioned in Condition 12 as at the date of the Letter of Possession and the Successful Tenderer shall not make any objection or requisition whatsoever in respect thereof nor shall the Successful Tenderer at any time -
 - 11.4.1 withhold payment of any monies;
 - 11.4.2 object to or refuse the delivery of possession of the Land to him;
 - 11.4.3 delay or refuse to observe or perform any of the terms, conditions and warranties of these Conditions of Tender, the Technical Conditions of Tender or the Lease;

- 11.4.4 claim for any compensation or reduction of the Sale Price ; or
 - 11.4.5 require the Authority to remove any encroachment, building, structure, fixture, fitting or thing present on, under or within the Land.
- 11.5 No length of time or of enjoyment of the Successful Tenderer of the Land shall give a right to him to retain the Land or any part thereof other than as provided in these Conditions of Tender or shall affect or deprive the Lessor in any way of his rights and powers under the law as reversionary owner of the Land.

12. Description & Condition of Land

- 12.1 The Land is to be leased subject to all easements and rights (if any) subsisting thereon and thereover without any obligations on the part of the Authority to define the same. The Land is open to inspection and may be viewed by any Tenderer on application.
- 12.2 Each Tenderer and the Successful Tenderer shall be deemed to have notice of -
- 12.2.1 the actual state and condition of the Land including the soil condition of the Land and all matters as regards access, ingress and egress, drainage and utility services affecting the Land; and
 - 12.2.2 the existence of any encroachment, building, structure, fixture, fitting or thing present on, under or within the Land; and
 - 12.2.3 any easements, rights of way and all other encumbrances, if any, affecting the Land; and
 - 12.2.4 (if the Land has any pond(s) on or within it), the quality of the water in such ponds on or within the Land,
- and shall not raise any objection or requisition whatsoever in respect thereof and no abatement of the Sale Price or compensation will be allowed.
- 12.3 The Successful Tenderer shall be deemed to have leased the Land with full knowledge and notice of all schemes or proposed schemes, layouts, matters, things, orders and notices which shall be complied with by and at the cost and expense of the Successful Tenderer who shall not be entitled to make or raise any objection or requisition whatsoever in respect thereof.
- 12.4 As from the date of the Tender Acceptance Letter, the Land shall be at the sole risk of the Successful Tenderer as regards deterioration, loss, destruction or damage caused by fire, act of God or other accident, non-occupation or otherwise.
- 12.5 In the event that there are existing utility services such as pipes, cables etc on, under or within the Land, the Successful Tenderer may be required to divert, repair or protect such existing utility services and the cost and expense of diversion, repair or protection (if any) shall be borne by the Successful Tenderer and shall be paid forthwith on demand to the Public Utilities Board or other relevant authorities, agencies, bodies or corporations having the authority over or being in charge of the matter.
- 12.6 No error, omission, mis-statement or mis-description in the Particulars of Tender or in these Conditions of Tender (including the Form of Lease, the Technical Conditions of Tender and any plans, or other documents referred to, mentioned in, appended or annexed to these Conditions of Tender, the Technical Conditions of Tender or the Lease) shall invalidate any Form of Tender or the Lease executed in pursuance of these Conditions of Tender by the Successful Tenderer nor shall the same discharge the Successful Tenderer from his Contract or entitle him to any compensation whatsoever or to any reduction of the Sale Price.

13. Area of Land and Cadastral Survey

- 13.1 The Land is believed and shall be taken to be correctly described.
- 13.2 The Authority has engaged a land surveyor registered under the Land Surveyors Act (Cap. 156) to carry out the cadastral survey of the Land and (for those parts of the Land comprised of part(s) of a lot or lots) the remaining part(s) of such lot(s) ("Balance Lot(s)") in accordance with the Boundaries and Survey Maps (Conduct of Cadastral Surveys) Rules 2005.
- 13.3 The area of the Land as set out in the Particulars of Tender is the area of the Land as shown in the certified plan for the Land approved by the Chief Surveyor, and will be adopted for the Lease.
- 13.4 The Successful Tenderer shall pay to the Authority the sum of Singapore Dollars Three Thousand Two Hundred and Twenty Five (\$3,225) being the cost and expense incurred by the Authority for the cadastral survey of the Land and the Balance Lot(s), in accordance with Condition 10.

14. Payment of Costs and Expenses

- 14.1 The Successful Tenderer shall forthwith pay to the Authority on demand-
 - 14.1.1 the cost of preparation of plans in respect of the Land, stamp duties payable on the Tender Acceptance Letter and the Lease, and all other costs and expenses incurred or to be incurred in connection with the preparation and completion of the Lease and matters incidental thereto or arising therefrom;
 - 14.1.2 all costs and fees and expenses (including without limitation, legal costs on a full indemnity basis) incurred by the Authority in connection with the enforcement of any of the provisions of these Conditions of Tender, the Lease, and the Technical Conditions of Tender and in respect of all matters incidental thereto or arising therefrom; and
 - 14.1.3 whatever amount(s) of GST charged or chargeable in respect of any sums payable by the Successful Tenderer under these Conditions of Tender, the Technical Conditions of Tender or the Lease, or in connection with the lease of the Land or the supply of any goods or services by or on behalf of the Authority to the Successful Tenderer.

15. Payment of Taxes Impositions and Outgoings

- 15.1 Upon the commencement of and during the term of the Lease, the Successful Tenderer shall -
 - 15.1.1 bear and pay for all the liability in respect of all rates, taxes, assessments, property tax, impositions and outgoings whatsoever which may be imposed, charged or assessed on or in respect of the Land and the Development or any part thereof and shall on demand forthwith reimburse the Authority in respect thereof; and
 - 15.1.2 pay all charges for the supply of water, gas, sanitation or electric light or power which may be charged or imposed in respect of the Land and the Development or any part thereof.

16. Compliance with the Law and the Requirements of Relevant Authorities and Public Utility Licensees

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 Land and / or the Development, and shall also observe and comply with all terms, conditions, requirements, notices and directions imposed or issued by all relevant authorities or public utility licensees in respect of the Land and / or the Development from time to time.

17. Completion of Development

- 17.1 The Successful Tenderer shall be required to construct new buildings on and develop the Land for any one (1) of the Permitted Agricultural Uses subject to and in accordance with all stipulations, restrictions and conditions as set out in these Conditions of Tender and the Technical Conditions of Tender. The development on the Land (the "Development") shall be subject to the approval of the Authority and all relevant authorities.
- 17.2 The Successful Tenderer shall be required to complete at his own cost and expense the Development of the Land. The Development shall be undertaken in every way in accordance with the plans, elevations and specifications as submitted to and approved by the Authority (where applicable) and the relevant authorities under Conditions 17.3, 17.4 and 17.5.
- 17.3 The Successful Tenderer shall submit to the Authority (if and when required by the Authority) and the relevant authorities for their approval layout plans of the Development in accordance in every way with the requirements of the Authority and the relevant authorities and of the Planning Act (Cap. 232) and all other laws and regulations applicable thereto for the time being in force.
- 17.4 The Successful Tenderer shall also submit to the Authority (if and when required by the Authority) and the relevant authorities for their approval full and complete plans, elevations and specifications of the Development in accordance in every way with the layout approved by the Authority, where applicable, and the relevant authorities and also in accordance with the provisions of the Building Control Act (Cap. 29) and all other laws and regulations applicable thereto for the time being in force.
- 17.5 If the Successful Tenderer wishes to make any deviation or alteration to the plans submitted under Conditions 17.3 and 17.4 after approval has been granted by the Authority, where applicable, and/or the relevant authorities, the Successful Tenderer shall submit such amendment plans to the Authority (if and when required by the Authority) and the relevant authorities for their approval and such approval if granted may be subject to such terms and conditions as the Authority, where applicable, and the relevant authorities may think fit.
- 17.6 All licenses, permissions, approvals or consents that may be required in respect of the layout plans and all other plans, elevation and specifications of the Development or matters incidental thereto shall be obtained by the Successful Tenderer at his own cost and expense.
- 17.7 The Successful Tenderer shall commence work on the Development either after the said plans, elevations and specifications have been approved by the Authority, where applicable, and the relevant authorities or after written consent to commence such work has been given by the relevant authority.
- 17.8 The Successful Tenderer shall construct and obtain Temporary Occupation Permit or Permits for the whole of the Development before occupation of any structure or building in the Development, if required by the relevant authorities.
- 17.9 The Successful Tenderer shall not at any time deposit, make up or manufacture or permit or suffer to be deposited or made up or manufactured upon the Land, any building or other materials except such as shall be required for the Development to be carried out and completed and as soon as the Development is completed the Successful Tenderer shall at his own cost and expense remove from the Land all such building and other materials and rubbish whatsoever.

18. No Occupation of Development without Approval

No person shall occupy, reside in or make use of the Development or any part thereof unless with the approval of all relevant authorities.

19. No Disposition in Vacant or Undeveloped State

Save as provided in Condition 34 or with the prior written approval of the Authority, the Successful Tenderer shall not at any time demise, mortgage, charge, assign, license, sublet or part with possession of the Land or any part thereof, in its vacant or undeveloped state, and at any time prior to the TOP Date (except for any mortgage or charge of the Land or any part thereof to any bank licensed under the Banking Act (Cap.19) or any finance company licensed under the Finance Companies Act (Cap.108)).

20. Default and Remedies

20.1 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 the provisions of these Conditions of Tender, the Authority shall be entitled to and may -

20.1.1 forfeit the tender deposit and all other moneys including any part of the Sale Price paid under the provisions hereof which shall thereupon belong to the Authority; and

20.1.2 redispense of, and where possession of the Land has been delivered to the Successful Tenderer in accordance with Condition 11, to re-enter upon and resume possession and to redispense of the Land and any interest therein and in the Development (whether construction thereof has commenced or not) as if the Successful Tenderer has never submitted a Tender under these Conditions of Tender and whether by tender, public auction, private treaty or otherwise subject to such conditions and generally in such manner as the Authority may in its 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 Successful Tenderer to the Authority and shall be recoverable by the Authority against the Successful Tenderer as damages but any increase of proceeds on a redispense shall belong to the Authority absolutely.

21. Indemnity

The Successful Tenderer shall be liable for and shall fully indemnify the Government and the Authority in respect of all losses, damages, injuries, claims or demands which may arise directly or indirectly from or in connection with any of the following:

21.1 failure to observe or perform any of the provisions of these Conditions of Tender, the Technical Conditions of Tender and the Lease on the part of the Successful Tenderer, or the employees or agents of the Successful Tenderer; and

21.2 the development, use and occupation of the Land and the Development.

22. Debarment

- 22.1 Without prejudice to any right of action or other remedy which the Government and / or the Authority may have or any proceedings, civil or criminal, which the Government and / or the Authority may decide to initiate or take -
- 22.1.1 the Government and / or the Authority 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; and
- 22.1.2 the Government and / or the Authority 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 Authority may at its / their absolute discretion determine for any failure on the part of the Successful Tenderer to observe or perform any of the terms, conditions and warranties contained or referred to in these Conditions of Tender, the Technical Conditions of Tender and the Lease; and
- 22.1.3 the Successful Tenderer shall on demand pay such amount as the Government and / or the Authority may determine as compensation for any loss and damage that may be suffered, directly or indirectly, by the Government and / or the Authority as a result of any failure to observe or perform any of the terms, conditions and warranties contained or referred to in these Conditions of Tender, the Technical Conditions of Tender and / or the Lease on the part of the Successful Tenderer or the employees or agents of the Successful Tenderer.

23. Waiver

Unless otherwise expressly specified or agreed, no failure or delay on the part of the Authority to exercise any rights, powers or remedies under these Conditions of Tender, the Technical Conditions of Tender or the Lease and no indulgence or forbearance on the part of the Authority and no extension of time allowed to the Successful Tenderer by the Authority shall prejudice or operate as a waiver or will in any way affect the subsequent exercise by the Authority of the same, nor will any single or partial exercise of any rights, powers or remedies preclude any other or further exercise thereof or the exercise of any other rights, powers or remedies. The rights, powers and remedies provided in these Conditions of Tender, the Technical Conditions of Tender and the Lease are cumulative and not exclusive of any rights, powers or remedies provided by law.

24. Consent

In giving its consent or approval in respect of any matters hereunder wherein the consent or approval of the Authority is required, the Authority shall be at liberty to impose such conditions as the Authority in its entire and unfettered discretion deems fit and which shall include the levy of a fee.

25. Manner of Payment

Payment of any amount under or pursuant to these Conditions of Tender, the Technical Conditions of Tender and the Lease shall, unless otherwise expressly stated, be made in such manner and by such means as the Authority may notify to the Successful Tenderer in writing.

26. Governing Law

These Conditions of Tender, the Technical Conditions of Tender and the Lease shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

27. Notice

Unless otherwise provided, any notice or document to be served on the Successful Tenderer shall be in writing and shall be sufficiently served if addressed to the Successful Tenderer and served in any manner in which a notice may be served under Section 72 of the Conveyancing and Law of Property Act (Cap. 61).

28. Additional Conditions

Notwithstanding these Conditions of Tender, the Successful Tenderer shall at all times adhere to any additional conditions which may be stipulated in respect of the lease of the Land and the Development proposed thereon.

29. No Representation

These Conditions of Tender, the Technical Conditions of Tender and the Lease shall supersede any previous representations, warranties or information given by the Authority and / or its agents (if any) whether the same be written or oral or otherwise.

30. Non-merger

These Conditions of Tender and the Technical Conditions of Tender shall remain in full force and effect as between the Authority and the Successful Tenderer in so far as the same are not fulfilled, and shall not merge in the grant of the Lease of the Land to the Successful Tenderer.

31. Contracts (Rights of Third Parties) Act not applicable

The Contract does not create any right under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to the same.

32. Time of the Essence

Time shall be of the essence in respect of all the provisions in these Conditions of Tender including without limitation those provisions relating to the payment of the Sale Price (or any part thereof) and any other monies by the Successful Tenderer.

33. Requirement for Controlling Interest where Successful Tenderer executing Lease is a Company, or includes one or more Companies

33.1 Where the Successful Tenderer executing the Lease and carrying out the Development is a company or includes one or more companies, such company or each of such companies shall, except where the prior written consent of the Authority is obtained -

33.1.1 ensure that its shareholders as at the Tender Submission Date hold and continue to retain a controlling interest of more than fifty percent (50%) of the shares in the company until the date of the issue by the relevant authority of Temporary Occupation Permit or Permits for the whole of the Development ("the TOP Date"). In this respect it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are

carried out such as would affect the specified controlling interest of more than fifty percent (50%); and

- 33.1.2 inform the Authority of all transfers, allotments and acquisitions of its shares, all changes of shareholders and their shareholdings made up to the TOP Date.
- 33.2 If the Successful Tenderer executing the Lease and carrying out the Development is a company or includes one or more companies and if any of the shareholders of any such company as at the Tender Submission Date is in turn also a company (referred to in this Condition 33 as a "shareholder company"), such shareholder company shall, except where the prior written consent of the Authority is obtained -
- 33.2.1 ensure that its shareholders as at the Tender Submission Date hold and continue to retain a controlling interest of more than fifty percent (50%) of the shares in the company until the TOP Date. In this respect it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than fifty percent (50%); and
- 33.2.2 furnish to the Authority on or before the expiry of the 90 Days Period an Undertaking executed under seal in the form and on such terms and conditions as set out in Appendix E.
- 33.3 Each of the companies mentioned in Conditions 33.1 and 33.2 shall -
- 33.3.1 within such time as notified supply to the Authority a list in writing of its shareholders, including the particulars of all the shares held by each shareholder and the value thereof as at the Tender Submission Date and such list shall be certified to be correct by a director of the company; and
- 33.3.2 when required by the Authority and in any event before the expiry of the 90 Days Period, supply to the Authority a list in writing of the shareholders then holding shares in its company, including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director of the company.
- 33.4 The Successful Tenderer shall comply with and ensure the compliance of the above mentioned requirements and such other requirements, terms and conditions which the Authority may deem necessary to impose in connection with the same unless expressly otherwise allowed by the Authority.
- 33.5 Breach of any term or condition of the Undertaking furnished by the company or any company mentioned in Condition 33.2 shall be deemed to be a breach by the Successful Tenderer of these Conditions of Tender and the Lease which shall entitle the Lessor to exercise his rights and remedies set out therein.
- 33.6 This Condition 33 shall apply to the Successful Tenderer unless and until the Authority has given written approval for the Lease to be executed by an Appointed Company under Condition 34 in place of the Successful Tenderer, in which case the applicable terms and the obligations of the Successful Tenderer shall thereafter be governed by Condition 34 instead.

34. Option for Appointed Company to execute Lease and carry out Development in place of Successful Tenderer, and Requirement for Controlling Interest

- 34.1 The Successful Tenderer may, at any time before the date of expiry of the 90 Days Period, submit a request in writing to the Authority for approval to appoint another company ("Appointed Company") with an issued and paid up capital of not less than Singapore Dollars Fifty Thousand (\$50,000) and in which the Successful Tenderer holds a controlling interest of more than fifty per cent (50%) of the shares, to carry out the Development and execute the Lease in place of the Successful Tenderer. The Successful Tenderer shall within such time as notified, provide to the Authority such written details as the Authority may require of the

Appointed Company including without limitation, a list in writing of the shareholders then holding shares in the Appointed Company including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director of the Appointed Company.

- 34.2 The Authority shall be entitled at its absolute discretion, to deny approval of any request made by the Successful Tenderer under Condition 34.1 without assigning any reason therefore, or grant approval subject to terms and conditions to be stipulated by the Authority including the terms and conditions set out below and in Conditions 34.3, 34.4, 34.5, 34.6 and 34.7, and compliance by the Successful Tenderer with such other terms and conditions as may be stipulated by the Authority:
- 34.2.1 the Successful Tenderer shall ensure that it holds and will continue to hold and retain a controlling interest of more than fifty per cent (50%) of the shares in the Appointed Company until the TOP Date;
 - 34.2.2 the Successful Tenderer shall ensure that the issued and paid up capital of the Appointed Company is not less than Singapore Dollars Fifty Thousand (\$50,000) for so long as the Appointed Company is the lessee of the Land under the Lease; and
 - 34.2.3 the Successful Tenderer shall procure and ensure that the Appointed Company executes a formal agreement in the form required by the Authority incorporating these Conditions of Tender and Technical Conditions of Tender such as would make the Appointed Company bound by all the provisions in these Conditions of Tender and Technical Conditions of Tender as though it were the Successful Tenderer referred to therein, together with any further terms and conditions as may be stipulated by the Authority.
- 34.3 Where the Successful Tenderer is a company or includes one or more companies, such company or each of such companies shall, except where the prior written consent of the Authority is obtained –
- 34.3.1 ensure that its shareholders as at the Tender Submission Date hold and continue to retain a controlling interest of more than fifty percent (50%) of the shares in the company until the TOP Date. In this respect, it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than fifty percent (50%); and
 - 34.3.2 furnish to the Authority on or before the expiry of the 90 Days Period an Undertaking executed under seal in the form and on such terms and conditions as set out in Appendix E.
- 34.4 Where the Successful Tenderer is a company or includes one or more companies, and any of the shareholders in the company or any of the companies is, as at the Tender Submission Date, also a company (referred to in this Condition 34.4 as a “shareholder company”), such shareholder company shall, except where the prior written consent of the Authority is obtained –
- 34.4.1 ensure that its shareholders as at the Tender Submission Date hold and continue to retain a controlling interest of more than fifty percent (50%) of the shares in the company until the TOP Date. In this respect it shall ensure, amongst other things, that no transfer, allotment or acquisition of its shares are carried out such as would affect the specified controlling interest of more than fifty percent (50%); and
 - 34.4.2 furnish to the Authority on or before the expiry of the 90 Days Period an Undertaking executed under seal in the form and on such terms and conditions as set out in Appendix E.

- 34.5 Where the Successful Tenderer is a company or includes one or more companies, such company or each of such companies and also each of the shareholder companies mentioned in Condition 34.4 shall –
- 34.5.1 within such time as notified supply to the Authority a list in writing of the shareholders including the particulars of all the shares held by each shareholder and the value thereof as at the Tender Submission Date and such list shall be certified to be correct by a director of the company; and
 - 34.5.2 on or before the expiry of the 90 Days Period supply to the Authority a list in writing of the shareholders then holding shares in its company, including the particulars of all the shares held by each shareholder and the value thereof and such list shall be certified to be correct by a director of the company.
- 34.6 The Successful Tenderer shall comply with and ensure the compliance of all the abovementioned requirements, terms and conditions and such other requirements, terms and conditions as may be stipulated by the Authority.
- 34.7 Breach of any term or condition of the Undertaking furnished by the company or any company mentioned in Conditions 34.3 and 34.4 shall be deemed to be a breach by the Successful Tenderer and the Appointed Company of these Conditions of Tender, and a breach by the Appointed Company of the formal agreement referred to in Condition 34.2.3 and the Lease, which shall entitle the Lessor to exercise its rights and remedies set out therein.
- 35. Public Listed Company, Partnership and Sole Proprietorship**
- 35.1 The provisions of Condition 33 and Conditions 34.3, 34.4 and 34.5 shall not apply to a company that is a public listed company.
- 35.2 For the purposes of Conditions 33 and 34 –
- 35.2.1 where a Tender for the Land is submitted in the name of a partnership or sole proprietorship, the partners or sole proprietor, as the case may be, at the Tender Submission Date, shall be deemed to be the Tenderer and if such Tender is accepted by the Authority, the Successful Tenderer; and
 - 35.2.2 shares of a company registered in the name of a partnership or sole proprietorship shall be deemed to be owned by the partners or sole proprietor as at the date of registration of such shares.
- 36. Bankruptcy, Merger, Liquidation, Reconstruction and Judicial Management**
- 36.1 If at any time prior to the TOP Date -
- 36.1.1 the Successful Tenderer, in the case of an individual, becomes bankrupt, enters into any composition with his creditors or has any execution proceedings taken against him pursuant to a court order or judgment (not under appeal) that remains unsatisfied; or
 - 36.1.2 the Successful Tenderer, in the case of a company, goes into liquidation, is placed under judicial management, enters into any composition with its creditors (except for the purposes of reconstruction as approved by the Authority), without the prior consent in writing of the Authority carries out any amalgamation or merger with any other company, or has any execution proceedings taken against it pursuant to a court order or judgment (not under appeal) that remains unsatisfied; then the Authority may, without prejudice to any other rights or remedies available to it, exercise all the rights accruing as if the Successful Tenderer had been in breach of these Conditions of Tender, in particular the rights specified in Condition 20.1.

DETAILED GUIDELINES**PARCEL 10**

Technical Parameters	
1	<u>General</u>
1.1	Activities shall not produce any toxic product/s or by-product/s that can adversely affect surrounding use. Wastewater which has not been disinfected shall not be discharged into the environment except through the sewerage system.
1.2	Use of the Land for visitor's amenities (e.g. visitor centre, food & beverage outlet, retail outlet and farm lodging), other commercial uses and recreational fishing are not allowed.
2	Allowable activities
2.1	Activities directly required for the export of aquarium fish, such as: <ul style="list-style-type: none"> • Quarantining, holding and conditioning of ornamental fish • Packing of aquarium fish • Disease treatment • Keeping, selecting, sorting and conditioning of aquarium fish • Quality enhancement of aquarium fish prior to export
2.2	Supporting ancillary uses, such as: <ul style="list-style-type: none"> • Farm office • Workers' quarters • Laboratory • Research and trial facilities • Display area
3	<u>Building Height</u>
3.1	Buildings and structures shall not exceed two storeys.

¹FORM OF TENDER

1. The Tenderer described below (hereinafter referred to as "the Tenderer") hereby offers to lease from the President of the Republic of Singapore (hereinafter referred to as "the Lessor") the Land Parcel described below (hereinafter referred to as "the Land") for a term of 10 years from a date to be determined by the Lessor subject to the Conditions of Tender and the Technical Conditions of Tender issued by the Authority, as agent for and on behalf of the Government, in the Invitation to Tender (Tender No. **Parcel 10**) for the Land and also on the terms and conditions set out in the Form of Lease appended to the Conditions of Tender at Appendix D and at the tendered sale price mentioned below.

Land Parcel	Location	² Tendered sale price (exclusive of GST)
Parcel 10	Lorong Chencharu	S\$.....

2. In the event of this tender being accepted, the Tenderer agrees to -
- (i) Comply with each and every of the terms and conditions set out or referred to in the Conditions of Tender;
 - (ii) Where payment of the tender deposit mentioned below or part thereof is made by way of bank guarantee(s), pay by Cashier's Order a sum equivalent to such guaranteed amount(s) within 7 days from and including the date of acceptance of this tender;
 - (iii) Pay by Cashier's Order 25% (less the tender deposit mentioned below) of the said tendered sale price, together with the GST payable on the 25% of the tendered sale price, within 28 days from and including the date of acceptance of this tender;
 - (iv) Pay by Cashier's Order the remaining 75% of the said tendered sale price, together with the GST payable thereon, on or before the date of expiry of the 90 Days Period;
 - (v) Pay by Cashier's Order the sum of Singapore Dollars Three Thousand Two Hundred and Twenty Five (\$3,225) (being the Cadastral Survey Cost) on or before the date of expiry of the 90 Days Period; and
 - (vi) Carry out and complete the Development on the Land in accordance with the terms and conditions set out in the Conditions of Tender and the Technical Conditions of Tender.

3. **Tender Deposit**

Attached hereto for the purpose of the payment of the tender deposit in accordance with the Conditions of Tender is/are:

¹ For submission of a Tender, the Tenderer should use the printed "Form of Tender" provided in the Tender Packet, or such other form of tender as may be provided by the Authority prior to the Tender Submission Date

² Tenderer is advised not to round up the Tendered Sale Price to prevent tied bids.

Please complete whichever is applicable

CASHIER'S ORDER(S)		
Serial No.	Name of Bank(s)	Amount
i)	i)	S\$ _____
ii)	ii)	S\$ _____
iii)	iii)	S\$ _____
BANK GUARANTEE(S)++		
Serial No.	Name of Bank(s)	Amount
i)	i)	S\$ _____
ii)	ii)	S\$ _____
iii)	iii)	S\$ _____
	Total Amount+++	S\$ _____

++The Bank Guarantee(s) shall be in accordance with the relevant prescribed form set out in Appendix C of the Conditions of Tender and valid for the period of 18 weeks commencing on the prescribed date for submission of Tender, i.e. up to and including 3rd May 2011.

+++ The Tenderer shall be required to provide a tender deposit the total amount of which must be at least five percent (5%) of the tendered sale price set out in his Tender.

4. In the event that this tender is unsuccessful, the Lessor is hereby authorized to return the tender deposit as follows:-

Please complete whichever is applicable	
For tender deposit paid by:	Tender deposit to be returned in the following manner
(A) Cashier's Order(s)	The said Cashier's Order(s) to be returned to: Name: Address:
(B) Bank Guarantee(s) as above stated	Bank Guarantee(s) to be returned to: Name: Address:

The Cashier's Order(s) and Bank Guarantee(s) referred to above may be mailed to the Tenderer at the address stated above at the sole risk of the Tenderer.

5. All terms and references used in this Form of Tender and which are defined or construed in the Conditions of Tender issued by the Authority but are not defined or

construed in this Form of Tender shall have the same meaning and construction in this Form of Tender.

6. Particulars of Tenderer

Particulars and signature of Tenderer are appended below:-

Please complete either (A) or (B)

(A)	Where individual(s) is/are tendering Name(s) of Tenderer(s)	NRIC No.(s)	Signature
	i)	i)	
	ii)	ii)	
	iii)	iii)	
Correspondence Address in Singapore: Tel No.: Fax No.: Email address:			
(B)	Where Company or Firm is tendering Name of Tendering *Company/ Firm : Name of holding company# (if any) : Address of *Registered Office/ Place of Business in Singapore : Registration No. of Tendering *Company/ Firm : Correspondence Address in Singapore : Tel No. : Fax No. : Email Address : Signature of Authorised Person : Signing for and on behalf of Tendering *Company/ Firm : Name of Signatory : Position of Signatory In Tendering : *Company/ Firm : NRIC No. of Signatory :		

As defined under section 5(4) of the Companies Act (Cap.50)

* Delete whichever is not applicable

FORM OF BANK GUARANTEE ISSUED AT REQUEST OF SINGLE TENDERER OR ALL JOINT TENDERERS

(This Guarantee is to be typed on paper with bank's letterhead and submitted together with the Form of Tender)

To: The Commissioner of Lands, SLA
55 Newton Road
#12-01 Revenue House
Singapore 307987

Dear Sir

LAND PARCEL 10 AT LORONG CHENCHARU
GUARANTEE OF PAYMENT OF TENDER DEPOSIT ⁽²⁾WHOLE/PART)

WHEREAS:

- (A) The Singapore Land Authority is inviting offers for lease for the abovementioned Land Parcel subject to the Conditions of Tender for the same for and on behalf of the Government of the Republic of Singapore.
- (B) It is a term of the Conditions of Tender that every Tenderer shall pay a deposit at the time of submission of Tender, such deposit (defined in the Conditions of Tender and hereinafter also referred to as "the Tender Deposit") being for such amount and payable in such manner as specified in the Conditions of Tender.
- (C) It is stated in the Conditions of Tender that the Tender Deposit or part thereof may be provided by way of one or more bank guarantees issued in favour of the "Commissioner of Lands, SLA" on the terms and conditions and in the manner stipulated in the Conditions of Tender ("Bank Guarantee(s)") and that such Bank Guarantee(s) provided may be enforced in such circumstances as set out in the Conditions of Tender.

Pursuant to the said Conditions of Tender and at the request of

⁽¹⁾M/s.....

of(hereinafter referred to as "the Tenderer") the tenderer for the abovementioned Land Parcel, WE

.....
(Name of Bank)

a company incorporated in Singapore and having its registered office at

..... Singapore

(hereinafter referred to as "the Guarantor") hereby agree and undertake as follows:

FORM OF BANK GUARANTEE ISSUED AT REQUEST OF A JOINT TENDERER

(This Guarantee is to be typed on paper with bank's letterhead and submitted together with the Form of Tender)

To: The Commissioner of Lands, SLA
55 Newton Road
#12-01 Revenue House
Singapore 307987

Dear Sir

LAND PARCEL 10 AT LORONG CHENCHARU
GUARANTEE OF PAYMENT OF TENDER DEPOSIT (2)WHOLE/PART)

WHEREAS:

- (A) The Singapore Land Authority is inviting offers for lease for the abovementioned Land Parcel subject to the Conditions of Tender for the same for and on behalf of the Government of the Republic of Singapore.
(B) It is a term of the Conditions of Tender that every Tenderer shall pay a deposit at the time of submission of Tender, such deposit (defined in the Conditions of Tender and hereinafter also referred to as "the Tender Deposit") being for such amount and payable in such manner as specified in the Conditions of Tender.
(C) It is stated in the Conditions of Tender that the Tender Deposit or part thereof may be provided by way of one or more bank guarantees issued in favour of the "Commissioner of Lands, SLA" on the terms and conditions and in the manner stipulated in the Conditions of Tender ("Bank Guarantee(s)") and that such Bank Guarantee(s) provided may be enforced in such circumstances as set out in the Conditions of Tender.

Pursuant to the said Conditions of Tender and at the request of

M/s..... of

..... (hereinafter referred to as "Co-Tenderer"), one of the

tenderers who jointly together with (1)

..... of

..... (together with the "Co-Tenderer" shall hereinafter be collectively referred to

as "the Tenderer") submits a tender for the abovementioned Land Parcel, WE,

.....

(Name of Bank)

a company incorporated in Singapore and having its registered office at

..... Singapore

(hereinafter referred to as "the Guarantor") hereby agree and undertake as follows:

FORM OF LEASE¹

REPUBLIC OF SINGAPORE
LEASE NO. _____
THE STATE LANDS ACT (CHAPTER 314)

THIS INDENTURE made the _____ day of _____ 20____ Between The President of the Republic of Singapore and his successors-in-office (hereinafter referred to as "the Lessor") of the one part And _____ of _____ (hereinafter referred to as "the Lessee", which expression shall include his successors and assigns where the context so admits) of the other part.

WITNESSETH that as well for and in consideration of the sum of Dollars _____ (\$ _____) paid by way of premium (the receipt whereof the Lessor hereby acknowledges) and of the Lessee's covenants and the conditions hereinafter contained the Lessor hereby demises unto the Lessee All that piece of land more particularly described in the **Schedule** hereto, together with all the buildings and/or structures erected or to be erected or built thereon (hereinafter referred to as "the said Land") TO HOLD the same unto the Lessee for a term of **TEN (10) YEARS** commencing on the _____ day of _____ 20____ (hereinafter referred to as "the said term").

- 1 And the Lessee for himself and his assigns hereby covenants with the Lessor as follows:-
- (i) To develop the said Land for use as an Aquarium Fish Export Centre only, at the cost and expense of the Lessee, in accordance with plans approved or to be approved by the competent authority appointed under the Planning Act (Cap. 232), and in compliance with the directions and requirements of the Agri-Food and Veterinary Authority established under the Agri-Food and Veterinary Authority Act (Cap. 5) and any other relevant authorities;
 - (ii) To pay all rates, taxes, assessments, property tax impositions and outgoings whatsoever which now are or which at any time hereafter during or in respect of the said term shall or may be imposed, charged or assessed upon or in respect of the said Land or any part thereof;
 - (iii) To pay all charges including charges for supply of water, gas, sanitation and electricity and for removal of refuse at any time hereafter during or in respect of the said term charged or imposed in respect of the said Land;

¹ Subject to amendments and modifications as may be rendered necessary or as may be agreed upon between the parties.

- (iv) To maintain and keep the said Land during the said term in good and tenantable condition and repair and in clean and sanitary order and condition;
- (v) Not at any time during the said term without the previous consent in writing of the Lessor to demolish any building or structure erected on the said Land or any part thereof or make any alteration or addition thereto and not without the same previous consent in writing of the Lessor to erect or put up any building or erection whatsoever in addition to the buildings and/or structures erected or to be erected on the said Land, which consent may be granted subject to such terms and conditions as the Lessor in his entire and unfettered discretion deems fit including but not limited to the payment of such charges as the Lessor may impose;
- (vi) Not to use or permit or suffer the said Land or any part thereof to be used otherwise than as provided in Clause 2 (i) hereof in accordance with the approval granted by the competent authority appointed under the Planning Act (Cap. 232) and in compliance with the directions and requirements of the Agri-Food and Veterinary Authority established under the Agri-Food and Veterinary Act (Cap. 5) and any other relevant authorities, and without prejudice to the foregoing restriction, not to carry on, or permit or suffer to be carried on within or on the said Land or any part thereof any noisome, noxious, dangerous or offensive activity, trade or business which may be or become a nuisance or annoyance to the owners, tenants or occupiers of premises adjoining or adjacent thereto or to the Lessor;
- (vii) Not to demise, mortgage, charge, assign, license, sublet or part with possession of the said Land or any part thereof, in its vacant or undeveloped state, and at any time prior to the issue of Temporary Occupation Permit(s) by the relevant authority for the whole of the said development (except for any mortgage or charge of the said Land or any part thereof to any bank licensed under the Banking Act (Cap.19) or any finance company licensed under the Finance Companies Act (Cap.108));
- (viii) To permit the Collector of Land Revenue or any officer or person authorised by the Lessor in writing on behalf of the Lessor with or without workmen and others and with or without tools and equipment at all reasonable times during the said term to enter into and upon the said Land to view the state and condition thereof and the Lessor may thereupon serve upon the Lessee a notice in writing specifying any breaches of covenants and require the Lessee forthwith to remedy such breaches. If within ten (10) days of the service of a notice to remedy the breach, the Lessee has not proceeded diligently to remedy such breach, or if the Lessee fails to remedy the breach within the period stated in the Lessor's notice, then the Lessee must permit the Collector of Land Revenue, or other person or party as may be authorised by the Lessor to enter upon the said Land and take such steps as may be necessary to remedy such breaches and the cost thereof shall be a debt due from the Lessee to the Lessor and shall be paid forthwith on demand by the Lessee to the Lessor and shall be forthwith recoverable by action;
- (ix) To insure and keep insured against loss or damage by fire all buildings and structures on and within the said Land to the full value thereof with a registered insurer as defined under the Insurance Act (Cap. 142) carrying on the business of general insurance in Singapore and to pay all premiums necessary for that purpose within fourteen (14) days after the same shall become due and to produce and to show to the Lessor whenever required the policy of such insurance and the receipt for every such premium and to cause all monies received by virtue of any such insurance to be forthwith laid out in rebuilding or reinstating the said Land and the buildings and/or

structures at any time erected thereon and to make up any deficiency out of the Lessee's own monies;

- (x) To be solely liable for and shall indemnify the Lessor in respect of all losses, damages, injuries of every description, claims or demands which may arise whether directly or indirectly out of any development, use and occupation of the said Land ;
- (xi) Subject to sub-clause (xii), at the expiry or earlier determination of the said term , to yield up to the Lessor without compensation the said Land together with the buildings and/or structures thereon in good and tenable condition and state of repair and in clean and sanitary order and condition;
- (xii) Immediately prior to the expiry or earlier determination of the said term , to remove any buildings, structures, alterations, additions or structural changes or improvements or any other works built or carried out on, within or to the said Land if so required by the Lessor and in such case restore the said Land to its state and condition as at the commencement of the said term within such time as may be specified by the Lessor, in default of which the Lessor may, without prejudice to the Lessor's other rights, proceed to do the same and all costs and expenses incurred by the Lessor shall be recoverable from the Lessee;
- (xiii) To pay on a full indemnity basis, all costs, expenses and fees legal or otherwise, in connection with the enforcement of the covenants and conditions herein;
- (xiv) To pay on demand whatever amount(s) of tax charged or chargeable under the Goods and Services Tax Act (Chapter 117A) in relation to the lease of the said Land and the supply of any goods or services by or on behalf of the Lessor to the Lessee; and
- ²(xv) *To perform and observe all the terms and conditions of the agreement dated the ___ day of _____ 20__ (the "said Agreement") made between the Lessor and the Lessee, and the Conditions of Tender and Technical Conditions of Tender referred to therein.*

2 And It is HEREBY AGREED between the LESSOR and the LESSEE as follows:-

- (i) The development on the said Land (the "said development") shall at all times be used only as an Aquarium Fish Export Centre and for no other use.
- (ii) The said development shall be constructed and completed and thereafter used and remain at all times in compliance with the provisions of sub-clause (i) of this Clause 2 unless a variation or change thereof is approved in writing by the Lessor, which approval may be given subject to such terms and conditions as the Lessor may impose and provided that if such variation or change will in the opinion of the Lessor result in an enhancement of the value of the said Land, the Lessee shall pay the Lessor within such time as may be specified by way of differential premium such amount as the Lessor may determine as the amount representing the enhanced value of the said Land.
- (iii) For the purpose of sub-clause (ii) of this Clause 2, the enhanced value of the said Land shall be determined by the Lessor with reference to the date of the grant of Provisional Permission by the competent authority appointed under the Planning Act (Cap. 232) for the variation or change to sub-clause (i), that requires the Lessor's approval.

² Condition 1(xv) in italics is to be deleted where the Successful Tenderer executes the Lease.

(iv) No work or development in respect of any variation or change to the provisions of sub-clause (i) of this Clause 2 that requires the Lessor's approval may be effected, implemented or carried out unless the prior approval in writing of the Lessor in respect thereof is obtained and all the terms and conditions subject to which such prior approval is given are complied with and any amount of differential premium under this Clause 2 is paid to the Lessor.

3 It is further agreed that no royalty shall be reserved to the Lessor under Section 7(1)(a) of the State Lands Act (Cap. 314) for granite, sand, clay, laterite, red earth, iron stone, gravel or puddle (the "Excluded Materials") found within or on the said Land if the following conditions are all met:

- (i) the Excluded Materials are removed, extracted or excavated by the Lessee for the purpose of the said development; and
- (ii) the said removal, extraction or excavation is directly incidental to and reasonably necessary for the said development.

4 Upon the written request of the Lessee made not earlier than five (5) years and not later than three (3) years prior to the date of expiry of the said term, the Lessor may, at its absolute discretion, grant the Lessee a fresh lease of the said Land for a further term of ten (10) years at a premium to be determined by the Chief Valuer and on such terms and conditions as may be agreed between the Lessor and the Lessee, provided that there shall not at the time of the Lessee's request be any existing breach or non-observance of the covenants and conditions on the part of the Lessee herein contained.

5 Unless otherwise expressly specified or agreed, no failure or delay on the part of the Lessor to exercise any right power authority or remedy under this Indenture and no indulgence or forbearance on the part of the Lessor and no extension of time allowed to the Lessee by the Lessor shall operate as a waiver or will in any way affect the subsequent exercise by the Lessor 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 Indenture are cumulative and not exclusive of any rights powers authorities or remedies provided by law.

6 The Lessor hereby covenants with the Lessee that the Lessee duly performing and observing the covenants, conditions and agreements on the part of the Lessee hereinbefore contained shall and may peaceably and quietly hold and enjoy the said Land for the said term without any interruption from the Lessor or from any persons lawfully claiming through under or in trust for the Lessor.

7 **PROVIDED ALWAYS** that if there shall be any breach whether for non-performance or non-observance of any of the Lessee's covenants herein contained ³*or of any of the terms or stipulations contained in the said Agreement, the Conditions of Tender or the Technical Conditions of Tender referred to therein on the part of the Lessee to be observed or performed or if the Lessor is at any time entitled to exercise its rights and remedies as set out in Clause ___ of the said Agreement*, then and in any such case it shall be lawful for the Collector of Land Revenue or any officer authorised by him in writing on behalf of the Lessor to enter upon and take possession of the said Land or

³ The words in italics are to be deleted where the Successful Tenderer executes the Lease.

any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants herein contained **PROVIDED ALWAYS** that if the said Land has been mortgaged or charged to any mortgagee ("Mortgagee") and there should be any breach of the Lessee's covenants terms and stipulations as aforesaid, the Collector of Land Revenue or other officer authorised as aforesaid shall not enter upon and take possession of the said Land nor shall the said term cease and determine until the Lessor has served upon the Mortgagee a notice in writing that such breach has occurred and the Mortgagee has failed to remedy such breach within the time period specified in the notice.

- 8 Where there are two or more persons included in the term "the Lessee", all the terms and conditions in this Indenture shall be deemed to be made by and shall also be binding on and applicable to such persons jointly and severally. In this Clause, the term "person" includes corporations.
- 9 The Schedules to this Indenture and the provisions set out therein shall form an integral part of this Indenture.
- 10 This Indenture does not create any right under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it.

IN WITNESS WHEREOF the Lessor hath caused the Public Seal of the Republic to be affixed to these presents and the Lessee hath set its common seal the day and year first above written.

By THE PRESIDENT'S COMMAND

Collector of Land Revenue
Singapore

The Common Seal of the
Lessee was hereunto affixed
in the presence of:-

}
}
}

THE SCHEDULE ABOVE REFERRED TO

All that piece of land known as Lot _____ MK _____ situated in the
REPUBLIC OF SINGAPORE marked on the plan annexed hereto and estimated to contain an
area of _____ square metres more or less.

PARTICULARS OF REGISTRATION

Registered at the Singapore Land Authority, Singapore, this _____ day of _____
Two Thousand And _____.

Collector of Land Revenue
Singapore

COPY

UNDERTAKING

To: President of the Republic of Singapore

Re: LAND PARCEL 10 AT LORONG CHENCHARU

Pursuant to and in compliance with Condition ___ of the Conditions of Tender governing the abovementioned Land Parcel, _____, a company incorporated in Singapore and having its registered office at _____ ("the Company"), hereby undertakes to ensure that –

- (a) the shareholder(s) of the Company as set out in the Schedule hereto shall hold and continue to retain a controlling interest of more than 50% of the shares in the Company; and
- (b) in respect of paragraph (a), amongst other things, no transfer, allotment or acquisition of the shares of the Company are carried out such as would affect the specified controlling interest of more than 50%;

until the date of issue by the relevant authority of Temporary Occupation Permit or Permits for the whole of the development which is to be undertaken by _____ on the abovementioned Land Parcel.

Dated this _____ day of _____ 20__.

The Common Seal of)
_____)
was hereunto affixed in)
the presence of:)

_____ Director

_____ Secretary

THE SCHEDULE ABOVE REFERRED TO

Shareholder	Percentage of Shareholding in the Company
-------------	--

- 1
- 2
- 3

COPY

