



## **SMRT TRAINS LTD CONDITIONS OF TENDER**

### **1. State and Condition of the Unit**

The tenderer is deemed to have full notice and knowledge of the actual area, state and condition of the unit and/or type and location of the retail space. No error, omission or mis-statement in the schedule or in the description of the premises provided by SMRT Trains Ltd ("SMRT") shall invalidate the tender submitted by any successful tenderer nor shall the same entitle any successful tenderer to any compensation whatsoever or to any reduction in the rent. The floor area may be subject to final survey. The final surveyed area based on an independent survey report shall be deemed final and conclusive.

Tenants are required to provide their own signage, flooring, false ceiling, supply and return air ducts and diffusers, and 2<sup>nd</sup> layer sprinkler system (if not already provided by the Landlord). F&B tenants are required to provide their own kitchen exhaust hood. Tenants are also required to provide their own necessary numbers of air-con to suit their operations, e.g. for extended business hours or if they use equipments / lightings generating high heat loads, subject to SMRT's and authorities' approval.

Tenants in stations designated as CD shelters are required to engage a Professional Engineer for CD Shock Design submission for tenants' fitting-out works (ceiling-mounted fixtures). The fixtures and fittings must be removable within 48 hours for war/national disasters. SMRT shall not be responsible to reinstate or to pay for the cost of reinstatement of the unit after the emergency.

### **2. Withdrawal of Tender Invitation**

SMRT reserves the right at any time to withdraw the invitation to tender without being liable for any costs, damages, losses and/or expenses whatsoever.

### **3. Right to Reject Tender**

SMRT reserves the right not to accept the highest or any tender.

### **4. Qualification of Tenderer**

The tenderer must not have any outstanding debts due to SMRT at the time of tender.

### **5. Non-withdrawal of Tender**

Tender submitted cannot be amended or withdrawn for any reason at all. Each tender submitted shall remain irrevocable and valid for SMRT's acceptance for a period of six (6) months from Tender Closing Date or such other date as may be determined by SMRT at its discretion and as notified to the tenderer. In the event of any withdrawal of submitted tender after the final submission date, SMRT shall have the right to forfeit the tender deposit (or any part thereof). A tender form not properly completed shall be rejected at SMRT's sole discretion. Should there be any discrepancy amongst the Gross Rent Offered in lump sum per month as described in numbers, in words or the Gross Rent Offered in psm, the highest S\$psm unit rent derived shall take precedence. If the floor area is subjected to final survey, the S\$psm unit rent that takes precedence shall be used to calculate the final gross rent based on the final surveyed area.

### **6. Right to Enter into Private Negotiations/E-bidding**

In addition, SMRT reserves the right to subsequently enter into private negotiations with any tenderer or such party or carry out e-bidding for any unit as deemed fit by SMRT.

## 7. Offer of an Advantage or Inducement

The offer of an advantage or other inducement by any person with a view to influencing the tenancy will result in the rejection of the tender.

## 8. Submission of Layout, Renovation/Decoration Plan

Upon request by SMRT, tenderer may be required to submit fitting-out plans and layout to SMRT for evaluation. SMRT reserves the right not to award the tender to the tenderer if the proposed plans submitted are not acceptable.

## 9. Acceptance of Tender

A Letter of Offer will be handed to or posted to the successful tenderer's address as given in his tender and such handling or posting shall be deemed good service of such notice, for each successful tender bid. The tenderer is given not less than one (1) week to accept the award as specified in the Letter of Offer. Unless prior written approval has been obtained from SMRT, the successful tenderer who does not respond within the time specified for acceptance in the Letter of Offer will be assumed not to accept the offer and the tender deposit and all other monies paid to SMRT shall be forfeited. For the avoidance of doubt, SMRT shall have the right to withdraw any award at any time without any liability before the Letter of Offer is issued to the successful tenderer.

SMRT will not enter into correspondence with any tenderer regarding the reasons for non-acceptance of a tender.

## 10. Payments Upon Letter of Offer

To accept the award, the tenderer shall sign the Letter of Offer and make the following payments:

- (a) 1st month's gross rental including GST;
- (b) Security deposit equivalent to 3 months' gross rental\*;
- (c) Fittings/Reinstatement Deposit of S\$1,000/- for shops below 50.0 m<sup>2</sup>;  
S\$2,000/- for shops 50.0 m<sup>2</sup> and below 200.0 m<sup>2</sup>;  
S\$4,000/- for shops above 200.0m<sup>2</sup>,  
S\$10,000/- for food court and supermarket trade
- (d) Electricity deposit equivalent to 1½ month's of the estimated monthly electricity consumption (amount determined by SMRT shall be final);
- (e) Stamp fees for Agreement as required under the Stamp Duties Act.
- (f) Administrative fee equivalent to S\$300/- (exclude GST) for disbursements incurred in the preparation and completion of Lease Agreement.

\* For public listed and private limited companies, the paid up capital of the company has to be at least \$100,000 or 6 months' gross rental, whichever is higher. If the amount is less than our requirement, the company can opt to pay a security deposit equivalent to 6 months' gross rental.

## 11. Return of Tender Deposit

If the tender bid is unsuccessful, SMRT will return the money order, Cashier's Order or the cheque that accompanies the tender forms to the unsuccessful tenderer by ordinary post at the sole risk of the tenderer and thereafter the unsuccessful tenderers shall have no claims whatsoever against SMRT.

## 12. Lease Agreement

The award of the tender shall be subjected to contract. The successful tenderer shall enter into a Lease Agreement ("Agreement") with SMRT within the time stipulated by SMRT. A copy of the said Agreement is included in the Tender Documents for information.

The Agreement shall be executed by the company and two (2) major shareholders, one of whom must be a Singapore Permanent Resident. A certified true copy of the company's resolution stating the person authorised to execute the Agreement on behalf of the company shall be produced at the time of execution of the Agreement.

Where a successful tenderer does not enter into an Agreement for the occupation of the premises within the period stipulated in the Letter of Offer, the tender deposit and all other monies paid to SMRT shall be forfeited.

## 13. Term of Lease

The period of the tenancy shall be **three (3) years** unless otherwise indicated.

## 14. Minimum Business Hours

### Dhoby Ghaut Xchange

The successful tenderer shall keep his business in full operation everyday in accordance with the minimum business hours from 10.00 am to 10.00 pm.

### Raffles Place Xchange

The successful tenderer shall keep his business in full operation for a minimum period of:-  
Mondays to Fridays: 10.00 am to 8.00 pm                      Saturdays: 10.00 am to 3.00 pm

### Tanjong Pagar Xchange

The successful tenderer shall keep his business in full operation for a minimum period of:-  
Mondays to Fridays: 10.00 am to 9.00 pm                      Saturdays: 10.00 am to 3.00 pm

### For Boon Lay Xchange; Choa Chu Kang Xchange & Other MRT Stations:

The successful tenderer shall keep his business in full operation every day for a minimum business hours between 10.00 am to 8.00 pm."

## 15. Rent-free Fitting-Out Period

A rent-free renovation period of up to four (4) weeks before the commencement of the tenancy will be granted to the successful tenderer. Rental will be charged from the expiry of the rent-free period, regardless of whether the successful tenderer is ready for business, or from the commencement date of business, whichever is earlier. The tenderer will have to take into account his renovation or other requirements in offering a monthly rental.

In the event that an existing sitting tenant tenders for his own unit and is successful in tendering for the unit, the existing sitting tenant will not be given any rent-free renovation period.

## 16. Fitting-Out Works

Once awarded the unit, the successful tenderer warrants that it shall carry out fitting-out works at its own cost and expenses in compliance with the Tenant's Fitting-Out manual.

The successful tenderer shall be required to undertake all site preparation works (Civil and M&E works) at his/her own costs and expenses.

All design and layout is subject to SMRT's and authorities' approval.

**17. Prohibited Sale Items**

Sale and display of the following items are strictly prohibited within the MRT stations:-

Chewing gum, pirated, anti-racial, pornographic or related products/ materials and other highly combustible materials.

For trades involving sales of cosmetic products or the like which contain flammable substances, only a total amount of 2 litres in safety can(s)/fire cabinet is allowed to be kept in stores and only a total amount of not more than 10 litres is permitted for display purposes at any one time.

The sale of wine, spirits and/or alcohol or any drinks with alcoholic content is prohibited unless with written consent from the Landlord.

**18. No Assignment, Sublease or Part with Possession**

The successful tenderer will not be allowed to assign, sub-lease or part with possession of the awarded unit or any part thereof.

**19. Error or Omission**

In the event of a tenderer discovering a major error or omission or any arithmetical error in his/her tender after it has been submitted to SMRT, he may draw SMRT's attention to the error at any time prior to closing time and date for the receipt of tenders. SMRT will not entertain any communication regarding any error or omission in a tender after the closing time and date for the receipt of tenders.

**20. Non-liability for any Costs and Expenses**

In no case will any expense incurred by a tenderer in the preparation of his/her tender be borne by SMRT.

**21. Submission of Annual Returns**

The company shall as and when required by SMRT, supply certified copies of the Annual Returns of the preceding two financial years submitted to the Registrar of Companies pursuant to the Companies Act.

**22. Non-amalgamation or Merger**

Upon commencement of the tenancy, the company shall not effect any form of reconstruction howsoever brought about, including any form of amalgamation or merger with or take-over by another company, firm or body or party, without first obtaining the consent of SMRT in writing and if such consent is granted, it shall be given on such terms and conditions as SMRT may in its entire and unfettered discretion deem fit to impose.

**23. Change of Shareholders/ Value of Shares**

The company shall notify SMRT immediately of any change of shareholders or the value of the shares held by the shareholders or of any form of reconstruction of the company.

**24. Licences, Permissions or Approvals**

The successful tenderer who is from time to time required by law to obtain any licence, permission or approval to carry out any business must make the necessary applications himself/herself. No allowance in payment or refund of rent shall be given for any period before such licence, permission or approval is granted if the same is refused or withdrawn.

**25. Non-Display of Tender Results**

Tender results will not be displayed or be given over the telephone, by fax, by post or by email.

**26. Non-Payment of Commission**

Where tender is submitted through a property agent, the tenderer is responsible for paying the commission to the property agent, if successful. SMRT will not be responsible for paying commission to the property agent.

**27. Extension of tender validity period**

In the event SMRT needs to extend the tender validity period, SMRT can do so via a written notice served to the contact person listed in the Tenderer Particular Form.

**28. Acceptance of all terms and conditions**

By submitting the tender, the tenderer is acceptable to all terms and conditions stated in this tender package including the Conditions of Tender, Lease Agreement (Version 1.7) and Fitting-Out Manual (Version 3.9).

**29. Acceptance of Changes**

The tenderer accepts that there may be changes to the layout plans, floor areas, shop specifications, estimated availability dates and other details provided in this tender package.

**30. Non-Negotiation of Terms**

All terms and conditions contained in the tender documents are not negotiable.

**31. Eco Shop Label**

Tenants are required to apply for The Eco Shop Label certification program where Tenants are required to undertake an audit Test at their own cost and expenses.

**The information contained herein is valid at the time of printing.**