

FORM OF TENDER

Instructions:

This Form of Tender is to be enclosed within **Envelope 2** for Tender submission.

IMPORTANT NOTE

No amendment and alteration to the Form of Tender is allowed.

This Form of Tender is final and shall not be conditional upon the number of Land Parcels awarded or their location.

The details and list of Land Parcels available in this tender exercise are as follows:

Land Parcel	Location	Lot No./Mk No.	Land Area (sqm)	Permitted Farm type [#]
LCK 114C	Neo Tiew Crescent	Lot 1936V /MK12	10,000.1 sqm	General Agriculture (Food) Farming
LCK 114D	Neo Tiew Crescent	Lot 1937P /MK12	10,000.0 sqm	General Agriculture (Food) Farming
ST 35A	Sungei Tengah Road	Lot 03688C / MK11	11,917.1 sqm	General Agriculture (Food) Farming

[#] Please refer to Condition 7 and Condition 9.4 of the Conditions of Tender and the Detailed Guidelines at Appendix A. Tenderers shall provide the annual production output ("Potential Production Output") for the Land Parcels. Failure to do so will result in the disqualification of tender.

1 Land Parcels

The Tenderer described below ("**Tenderer**") hereby offers to lease from the Agri-Food & Veterinary Authority of Singapore ("**Lessor**") Land Parcel(s) from the list of Land Parcels described above for a term of **twenty (20) 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 Lessor in the Invitation to Tender for the above Land Parcels, and also on the terms and conditions set out in the Building Agreement appended to the Conditions of Tender at **Appendix B**, and the Form of Lease appended to the Conditions of Tender at **Appendix C** and **at the Tendered Sale Price indicated in this Form of Tender.**

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

2 Selection of Land Parcels

The Tenderer is to mark with a tick in the box the number of Land Parcel(s) that he wants to tender for. **The Tenderer is limited to a maximum of 2 Land Parcels. If the Tenderer chooses to tender for 2 Land Parcels, he is only allowed to choose LCK 114C and LCK 114D as his sole Selection.**

Please mark with a tick on the number of Land Parcel(s) you intend to Tender for	
<input type="checkbox"/> 1	<input type="checkbox"/> 2

The Tenderer is to mark with a tick in the box for only those Land Parcel(s) that he wants to tender for. It is mandatory for the Tenderer to indicate the Land Parcel(s) that he wants to tender for as the 1st Selection. It is optional for the Tenderer to indicate as Alternative Selections other Land Parcel(s) that are acceptable to him. The number of Land Parcel(s) indicated for each Alternate Selection must be the same as the number of Land Parcel(s) indicated as the 1st Selection. The Tenderer shall indicate the Tendered Sale Price for each of his Selections, being his offer for the lease of the selected Land Parcel(s). Failure to do so will result in the disqualification of tender.

In the event that a Tenderer is not awarded the Land Parcel(s) indicated as the 1st Selection, the tender evaluation committee will consider the Tenderer's selections in his Alternative Selections and determine if the Tenderer ought to be awarded the Land Parcel(s) based on the Tenderer's Alternative Selections. The tender evaluation committee shall not be bound to consider the Land Parcel(s) in order of preference if the Tenderer has indicated Alternative Selections of Land Parcel(s). Please note that the Tenderer should NOT repeat his choice across different selections, e.g. if the Tenderer selects LCK 114C for the 1st Selection, he must not select the same Land Parcel as any of his Alternative Selections.

AVA reserves the right not to award the tender to any Tenderer for any of the Land Parcel(s) indicated as his 1st Selection or Alternative Selections without assigning any reason. If the Tenderer rejects the award of any Land Parcel(s) in accordance with any of the Tenderer's Selections, the Fixed Amount Tender Deposit submitted by the Tenderer shall be forfeited and AVA shall reserve all its rights and remedies under the Conditions of Tender.

Mandatory		Please mark with a tick on the Land Parcel(s) you intend to Tender for			Tendered Sale Price (excluding GST)
1st Selection		<input type="checkbox"/> LCK 114C	<input type="checkbox"/> LCK 114D	<input type="checkbox"/> ST 35A	1st Selection: S\$ _____
Optional		Please mark with a tick on the Land Parcel(s) you intend to Tender for			Tendered Sale Price (excluding GST)
Alternative Selections	Tenderer WANTS to indicate Alternative Selections (Please mark with a tick in this column)				
2 nd Selection		<input type="checkbox"/> LCK 114C	<input type="checkbox"/> LCK 114D	<input type="checkbox"/> ST 35A	2nd Selection: S\$ _____
3 rd Selection		<input type="checkbox"/> LCK 114C	<input type="checkbox"/> LCK 114D	<input type="checkbox"/> ST 35A	3rd Selection: S\$ _____

3 Tender Proposal Form

The Tenderer must submit the details of his Tender Proposal in the attached Tender Proposal Form as a mandatory submission for this offer to lease. The submission of the Tender Proposal Form is irrevocable and final. Only one Tender Proposal per Tenderer shall be submitted regardless of the number of Land Parcels he tenders for. The Tender Proposal Form shall be enclosed and submitted in Envelope 1 provided in the Tender Packet.

4 Terms and Conditions

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. Pay by cashier's order twenty-five percent (25%) (less the Fixed Amount Tender Deposit mentioned below) of the **Tendered Sale Price** together with the amounts of Goods and Services Tax ("**GST**") payable in relation to the payment of the said twenty-five percent (25%) of the **Tendered Sale Price** within twenty-eight (28) days of the date of acceptance of this Tender;
- iii. Pay by cashier's order the remaining seventy-five (75%) of the **Tendered Sale Price**, together with the GST payable in relation to such payment within ninety (90) days of the date of acceptance of this Tender;
- iv. Pay by cashier's order the sum listed in the table below in accordance to the number of Land Parcels awarded being the Cadastral Survey Cost on or before the date of expiry of the 90 Day Period;

Land Parcel	Location	Lot No./Mk No.	Cadastral Survey Cost (S\$)
LCK 114C	Neo Tiew Crescent	Lot 1936V /MK12	\$5,533
LCK 114D	Neo Tiew Crescent	Lot 1937P /MK12	\$5,533
ST 35A	Sungei Tengah Road	Lot 3688C /MK11	\$7,509

- v. Stamp the Letter of Acceptance, as required under the Stamp Duties Act (Cap. 312);
- vi. Execute the Building Agreement and the Form of Lease, both in duplicates; and
- vii. Carry out and complete the proposed development on the Land Parcel(s) in accordance with the terms and conditions set out within the Building Agreement, the Form of Lease, the Conditions of Tender, the Technical Conditions of Tender and the Tender Proposal Form.

5 Fixed Amount Tender Deposit

The tender deposit (excluding GST) payable for each Land Parcel is **Singapore Dollars Twenty Thousand (S\$20,000/-)**. The total tender deposit (“Fixed Amount Tender Deposit”) shall be based on the number of Land Parcel(s) that the Tenderer intends to tender for.

The Fixed Amount Tender Deposit is to be made payable to “Agri-Food & Veterinary Authority of Singapore” in the form of cashier’s order only. Payment in CASH or by CHEQUE or any other means WILL NOT BE ACCEPTED. The Fixed Amount Tender Deposit shall be shall be enclosed together with the Tender Proposal Form in Envelope 1 provided in the Tender Packet.

6 All terms and references used in this Form of Tender and which are defined or construed in the Conditions of Tender issued by the Agri-Food & Veterinary Authority of Singapore but are not defined or construed in this Form of Tender shall have the same meaning and construction in this Form of Tender.

7 Particulars of Tenderer

Please complete either **(A)** or **(B)**

(A)	Where individual(s) is/are tendering Name(s) of Tenderer(s)	NRIC No.	Signature
	i)	i)	i)
	ii)	ii)	ii)
	iii)	iii)	iii)
	Correspondence Address	:	
	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	:	
	Registration No. of Tendering *Company/Firm	:	
	Correspondence Address	:	
	Tel No.	:	
	Fax No.	:	
	Email Address	:	
	Signature of Authorised Person Signing for and on behalf of Tendering *Company/Firm (Please attach Director's resolution)	:	
	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

8 Declaration

The Tenderer hereby submits unconditional and irrevocable tender submission/proposal and further agrees to be bound by and to carry out the abovementioned terms for the proposed development and to comply with each and every of the terms and conditions set out or referred to in the aforementioned Building Agreement, Form of Lease, Conditions of Tender, Technical Conditions of Tender and Tender Proposal Form.

Signature : _____

Name in block letters : _____

NRIC No. : _____

Address : _____

*Position in Company/
Firm : _____

*Name of Company/
Firm : _____

*Registration No. of
Company/Firm : _____

*Address of Registered:
Office/Place of Business : _____

E-mail Address : _____

Telephone No. : _____

Fax No. : _____

Date : _____

* Delete if not applicable