

## **AGREEMENT FOR TENDER**

**AN AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
between:

- (1) the Government of the Republic of Singapore ("the Government")
- (2) \_\_\_\_\_  
of \_\_\_\_\_  
("the Offeror")

**WHEREAS** the Offeror –

- 1 has offered to pay the amount of S\$ \_\_\_\_\_ as the minimum price for the purchase of the land more particularly described in the Schedule on the basis of the draft Conditions of Tender and Technical Conditions of Tender set out in Annexures A and B; and
- 2 has paid a deposit of S\$ \_\_\_\_\_ as an earnest of the Offeror's intention to tender for the said land in the event the Government puts up the said land for sale by public tender.

**IT IS HEREBY AGREED AS FOLLOWS:**

### **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires:
  - 1.1.1 "the Deposit" means the sum of S\$ \_\_\_\_\_ paid by the Offeror as an earnest of his intention to tender for the said land;
  - 1.1.2 "the draft tender conditions" mean the draft Conditions of Tender and Technical Conditions of Tender for the said land as set out in Annexures A and B;
  - 1.1.3 "the minimum price" means the amount of S\$ \_\_\_\_\_ which the Offeror has offered to pay for the purchase of the said land;
  - 1.1.4 "the offer" means the offer of the minimum price made by the Offeror for the purchase of the said land on the basis of the draft tender conditions;

- 1.1.5 “the said land” means the land described in the Schedule hereto;
- 1.1.6 “the Tender Conditions” means the Conditions of Tender and the Technical Conditions of Tender for the sale by public tender of the said land;
- 1.1.7 “the tender deposit” means the tender deposit that a tenderer is required to pay at the time of submission of tender in accordance with the Tender Conditions for the said land;
- 1.1.8 words importing one gender shall be construed as importing any other gender;
- 1.1.9 words importing the singular shall be construed as importing the plural and vice versa; and
- 1.1.10 words importing persons include also corporations.
- 1.2 Where the Offeror comprises more than one person, the obligations and liabilities of the Offeror under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.3 The Clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

## **2 AGREEMENT FOR TENDER OF LAND**

- 2.1 In pursuance of the offer made and the Deposit (the receipt whereof the Government hereby acknowledges) paid by the Offeror –
  - 2.1.1 the Government agrees to cause the said land to be put up for sale by public tender not later than 6 weeks from the date of this Agreement; and
  - 2.1.2 the Offeror undertakes to tender, either alone or jointly with another party, for the said land in the public tender at a price not lower than the minimum price.
- 2.2 The Government may however in its discretion decide for any reason whatsoever –
  - 2.2.1 not to put up the said land for sale by public tender;
  - 2.2.2 to delay putting up the said land for sale by public tender beyond the period of 6 weeks from the date of this Agreement; or

- 2.2.3 to withdraw the said land from public tender prior to the tender submission date.
- 2.3 In the event the Government makes a decision under paragraph 2.2 –
  - 2.3.1 if the Deposit is paid by way of cashier's order or bank transfer, the Deposit shall be returned without interest to the Offeror;
  - 2.3.2 if the Deposit is paid by the provision of one or more Bank Guarantees, the Bank Guarantees shall be returned to the Offeror.
- 2.4 Upon return of the Deposit or Bank Guarantees to the Offeror, this Agreement shall terminate and the Offeror shall have no claim whatsoever against the Government.

### **3 FORFEITURE AND USE OF DEPOSIT**

- 3.1 In the event of the public tender of the said land and the Offeror breaches his undertaking and fails for whatever reason to tender, either alone or jointly with another party, for the said land at a price not lower than the minimum price, the Deposit shall be forfeited.
- 3.2 If a tender at a price not lower than the minimum price is submitted by the Offeror in his name either alone or jointly with another party –
  - 3.2.1 the Deposit shall be treated as payment in part or in full of the tender deposit required to be paid at the time of submission of tender;
  - 3.2.2 only such amount of the tender deposit that is not covered by such payment shall be required to be paid at the time of submission of tender; and
  - 3.2.3 the Tender Conditions for the said land shall apply to the Deposit as being part or full payment of the tender deposit.
- 3.3 If the tender submitted by the Offeror, either alone or jointly with any party, is successful and accepted by the Government –
  - 3.3.1 the Tender Conditions for the said land shall apply to the Deposit as being part or full payment of the tender deposit; and
  - 3.3.2 the Offeror and where applicable, his joint tenderer, as the successful tenderer or tenderers shall observe and perform the Tender Conditions for the said land and in particular the provisions therein for payment of the tendered price for the said land.

- 3.4 The provisions of Clauses 3.2 and 3.3 shall not in any way affect the application and operation of the terms and conditions of this Agreement in relation to the Deposit.
- 3.5 If for any reason the tender submitted by the Offeror, either alone or jointly with another party, at a price not lower than the minimum price in the public tender for the said land is not accepted, the Deposit shall be returned without interest to the Offeror and this Agreement shall terminate and neither party shall have any further claim whatsoever against the other.
- 3.6 In the event that the Deposit is forfeited pursuant to the terms of this Agreement, neither party shall have any further claim against the other in relation to anything under this Agreement.

#### **4 TENDER CONDITIONS FOR LAND**

- 4.1 Except as provided in Clauses 3.2 and 3.3, nothing herein shall –
  - 4.1.1 in any way affect the application or operation of the Tender Conditions for the public tender of the said land;
  - 4.1.2 be construed as modifying the Tender Conditions or any Form of Tender that the Offeror, either alone or jointly with another party, may submit in the public tender of the said land.
- 4.2 The Offeror agrees and accepts that the Tender Conditions for the sale by public tender of the said land may vary from the draft tender conditions and that this Agreement shall remain valid and binding provided the variations do not –
  - 4.2.1 require the payment of a larger amount of tender deposit than that as stated in the draft tender conditions;
  - 4.2.2 change the nature and type of the development permissible on the said land as stated in the draft tender conditions;
  - 4.2.3 change the permissible use or uses or the quantum mix of the permissible uses for the development on the said land as stated in the draft tender conditions;
  - 4.2.4 reduce the permissible intensity of the development on the said land as stated in the draft tender conditions; and
  - 4.2.5 result in any requirement or obligation on the successful tenderer or tenderers in relation to the payment of the tendered price for the said land or the development of the said land which is more onerous than the requirements and obligations for the same as stated in the draft tender conditions.

## 5 GOVERNING LAW

- 5.1 This Agreement shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

## 6 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 6.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

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

Signed by the Collector of Land )

Revenue for and on behalf of )

the Government in the presence )

of : )

\_\_\_\_\_  
Collector of Land Revenue  
Singapore

Signed by \_\_\_\_\_ )

for and on behalf of the Offeror )

In the presence of : )

## THE SCHEDULE ABOVE REFERRED TO

All that piece of land situated at \_\_\_\_\_ in the Republic of Singapore as delineated on the Plan annexed hereto and also marked as Parcel ( ) and estimated to contain an area of \_\_\_\_\_ square metres more or less subject to survey or resurvey.