**TERMS AND CONDITIONS OF TENDER**

*Ver 1: August 2024*

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| 1. | Tenders for the rental of stalls are invited by the National Environment Agency (NEA) on such terms and conditions as set out in the Tenancy Agreement (hereinafter called "the Agreement") and also subject to the Terms and Conditions of Tender herein contained. | | |
|  | **Eligibility** | | |
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| 2. | Tenderers must be an individual Singapore citizen or permanent resident and not less than 21 years of age. | | |
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| 3. | Tenderers must not be an undischarged bankrupt. | | |
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| 4. | Tenderers must not be debarred from holding a Singapore Food Agency (SFA) stall licence. All former registered assistants and/or nominees who have been de-registered by NEA shall also not be eligible to tender. All persons who are debarred by the Government or statutory boards from participating in tenders for all lines of business shall also not be eligible to tender. | | |
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| 5. | Tenderers must not owe NEA any debts or arrears pertaining to any stall under NEA’s management. | | |
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| 6. | Any existing licensee of any stall in any market/food centre owned by the NEA or Housing & Development Board (HDB) may be eligible to tender on the condition that if he is a successful tenderer, he shall still be required to be present at his existing stall to personally conduct or superintend the business. | | |
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|  | **Tendering** | | |
| 7. | Tender bids shall be submitted through NEA’s electronic tendering system (E-Tender) using FormSG. Tenderers shall refer to NEA website at go.gov.sg/tendernotice for NEA’s E-Tender system. Form of Tender submitted via FormSG after the Tender closing date and time shall not be considered. Manual submission of tender bids is no longer accepted. | | |
| 8. | The tendered rent shall not include the Service and Conservancy Charges (S&CC), refuse removal fee, licence fees and the Goods and Services Tax (GST). The NEA reserves the right to revise the S&CC from time to time. The successful tenderer shall bear the GST to be levied on the tendered rent and S&CC. | | |
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| 9.  9.1  9.1.1  10. | Tenderers shall submit their tendered rent offer to the nearest cent.  In the event that the tenderer submits its tendered rent offer with a price containing more than 2 decimal places, the tendered rent shall be rounded to the nearest 2nd decimal place.  For example, if the tendered rent offered is $100.336, the final tendered rent used for evaluation shall be rounded to the nearest 2nd decimal place, i.e. $100.34.  Tenderers are required to submit a tender deposit of $500 for each stall tendered for before the tender closing date and time. A processing fee of $10 (non-refundable) is payable for each E-Tender submission. Payment of the tender deposit can be made by debit card, credit card or PayNow. Any other payment modes will not be accepted. | | |
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| 11. | Each tenderer is allowed to submit only **one (1) bid per stall** tendered for. The tenderer shall not directly or indirectly by himself, or by his servant(s) or agent(s) or in any other way submit more than one (1) bid for the same stall. If the tenderer submits more than one (1) bid for the same stall either by himself or through any other person, all his tenders/bids are liable to be disqualified. | | |
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| 12. | All tenders submitted shall not be withdrawn for any reason whatsoever. Any Form of Tender not properly filled or completed are liable to be rejected. | | |
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| 13. | A tenderer who withdraws the tender after the closing date, but before the award of the tenancy shall have his tender deposit forfeited. | | |
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| 14. | All tenderers shall be deemed to have full notice and knowledge of the actual area and state of the stall. No error, omission or mis-statement in the description of the stall provided by the NEA (like the floor area) shall invalidate the tender submitted by any successful tenderer nor shall the same entitle any successful tenderer to any damages or compensation whatsoever or to any reduction in the rent. | | |
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| 15. | **The NEA reserves the right not to accept the highest bid or any bid at all and the decision of the NEA shall be final.** | | |
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| 16. | When there is a tie in two or more highest bids received, NEA will carry out a random ballot of the tied bids within the validity period of the bids. NEA will invite the tenderers of the tied highest bids, or in their absence, at least 2 other parties who are not involved in the tender process, to witness the ballot to select one of the tender bids to be considered for award. | | |
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| 17. | All tender offers received by NEA shall be valid for a period of six (6) months from the tender closing date. | | |
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|  | **Market Stall** | | |
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| 18. | The stall tendered shall be used for sale of either piece and sundry goods or preserved and dried goods or a specific type of market produce as shown in the List of Stalls for Tender in the Tender Notice. | | |
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|  | **Cooked Food Stall** | | |
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| 19. | The stall tendered shall be used for the sale of cooked food, drinks or cut fruits.  Any successful tenderer of a cooked food stall who wishes to sell cooked food shall be allowed to sell only a specified type of food.  If the stall does not come with an exhaust hood and the successful tenderer plans to carry out cooking activities that generate fumes, oil and heat, the successful tenderer shall submit Additions & Alterations (A&A) application for the installation of the exhaust hood at his own expense (subject to NEA’s requirement). Tenderers are required to indicate the specific type of food they intend to sell in the Form of Tender. | | |
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| 20. | Cooked food stallholders must participate in the centralized table-cleaning service administered by NEA, the Town Councils or Hawkers Association or Hawkers Committee. | | |
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| 21. | Successful tenderers shall not provide disposable crockery and cutlery for use by dine-in patrons. | | |
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| 22. | An individual is only allowed to rent a maximum of 2 cooked food stalls. Tenderers must not be the registered tenant or joint-operator of 2 cooked food stalls in NEA managed market/hawker centre (applicable for cooked food stalls only). If the individual wishes to tender for 2 cooked food stalls, the Tenderer shall submit one (1) Form of Tender (via FormSG) each for each stall. | | |
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| 23. | In the event that an individual submits bids for more than two (2) **cooked food stalls** and emerges as the highest bidder for more than two (2) stalls, NEA reserves the right to award only **two (2) cooked food stalls** to him.  The choice of stalls to be awarded shall be at the sole discretion of NEA. | | |
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|  | **Successful Tenderer** | | |
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| 24. | NEA reserves its right to vary, modify, delete or replace its list of tender awards at any time after publication of the results and prior to the award of the stall to the successful tenderers.  For the avoidance of doubt, the publication of the list of tender awards is solely for information only. NEA makes no warranty as to the accuracy of the information in the list of the tender awards and expressly disclaims any liability for any errors or omissions contain therein. The successful tender shall be informed of the acceptance of their tender as provided in clause 26 below. | | |
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| 25. | A successful tenderer will be offered each and every stall that he is successful in. If he rejects any stall that he is successful in, his tender deposit will be forfeited. In addition, he will be debarred from participating in the tenders for all lines of business called by the Government ministries or statutory boards for such a period as the Government in its discretion deems fit. He will also not be permitted to become a stall stallholder, joint operator, nominee or stall assistant during the period of debarment. | | |
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| 26. | The successful tenderer shall be informed of the acceptance of his tender by a letter sent to him to the address stated in the Form of Tender. The Letter of Offer shall be deemed to have been sent to the tenderer when it is posted. | | |
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| 27. | All successful tenderers shall enter into an Agreement with the NEA within the time stipulated. The Agreement will be made available to the successful tenderer electronically and the signing of the Agreement shall be conducted digitally through the NEA Hawkers’ Online portal. Successful tenderers will be provided with the instructions within the Letter of Offer to log onto the NEA Hawkers’ Online portal to sign the Agreement. | | |
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| 28. | When a successful tenderer does not enter into an Agreement with the NEA within the period stipulated in the letter, the deposit shall not be refunded. | | |
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| 29. | The Agreement shall be deemed to form part of the Terms and Conditions of Tender herein contained and all the said Terms and Conditions of Tender shall also be deemed to form part of the Terms and Conditions of the Agreement as though they were specifically set out in the Agreement and must be observed and performed by the successful tenderer. | | |
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| 30. | The Agreement of any successful tenderer for cooked food stall and market stall shall be for a period of **thirty-six (36) months**. Subsequent renewals may be refused or granted on such terms and conditions to be determined by the NEA. Where an Agreement has been renewed, the rental may be revised as determined by the NEA. | | |
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| 31. | The successful tenderer is required to pay the monthly charges through GIRO. At the time of signing of the Agreement digitally, the successful tenderer shall be required to make the following payments online at NEA Hawkers’ Online website:- | | |
|  | (a) | First month's rent; | |
|  | (b) | First month's S&CC; | |
|  | (c) | Rental deposit,  i) equivalent to two (2) months’ rent; **or**  ii) a minimum deposit of $100 for market stall or $200 for cooked food stall (whichever is higher). | |
|  | (d) | Singapore Food Agency stall licence fee for 3 years ($39) (where applicable); and | |
|  | (e) | Stamp duty for the Agreement as required under the Stamp Duties Act 1929 (where applicable). | |
|  | Excess payment if any will be transferred and used to offset future charges. | | |
| 32. | The successful tenderer shall within three (3) months from the commencement date of the Agreement of the stall, **commence business** **at the stall**. If the tenderer fails to commence business at the stall within this period, the security deposit would be forfeited and the NEA may, by notice in writing, cancel the Agreement. | | |
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| 33. | The stall shall be let in its existing state. The successful tenderer must obtain the written approval of the NEA before carrying out any alterations or additions to the stall. Any alterations or additions to the stall will be carried out at the expense of the successful tenderers. A non-refundable administrative fee of $25 is payable for the processing of an application to carry out alterations or additions to the stall. No structural changes will be permitted. | | |
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| 34. | The successful tenderer must obtain the written approval of the NEA and the Singapore Power Ltd before commencing any electrical installation/extension or rewiring works to the stall. | | |
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| 35. | **Successful tenderers must operate the stall personally** with or without assistants. They can also include a joint operator duly registered with the NEA. The successful tenderer and the joint operator are each required to personally operate the stall for at least four (4) hours per business day. | | |
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| 36. | **All stallholders are not allowed to sublet and assign their stalls.** | | |
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| 37. | The successful tenderer shall not be entitled to any cash grant, alternative stall or any other compensation whatsoever if the Agreement is not renewed upon expiry or the NEA gives notice to terminate the Agreement. | | |
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| 38. | Tenderers are required to give a minimum of 1-month advance notice of their intention to terminate the Agreement. If insufficient notice for termination is given, the deposit will be forfeited. | | |
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| 39. | The successful tenderer shall return all stall keys (where applicable) to NEA, upon expiry or early determination of the Agreement. | | |
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| 40. | For the avoidance of doubt, the landlord shall not be responsible nor liable to the Tenant, nor shall the Tenant have any claim whatsoever against the landlord in respect of any interruption of any services or closure of any amenities or conveniences provided in and around the market / food centre unless the said interruption or closure was due to the negligence of the landlord. | | |
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|  | **Anti-Collusion** | | |
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| 41. | Tenderers are to comply with the following anti-collusion clauses as follows: | | |
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| 41.1 | **Reporting of Anti-competitive Conduct** | | |
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| 41.1.1 | NEA reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by tenderers to the Competition & Consumer Commission of Singapore (CCCS) and to provide CCCS with any relevant tenderer information. | | |
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| 41.1.2 | NEA’s obligation to keep tenderer information confidential will not be breached if the information is disclosed by NEA to CCCS because of suspected collusive or anti-competitive tendering behavior. | | |
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| 41.2 | **Warranty** | | |
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| 41.2.1 | The tenderer warrants that his/its tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than where such consultation, communication, contract, arrangement or understanding has been cleared by CCCS. | | |
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| 41.2.2 | In a situation where clearance has been obtained from CCCS, the tenderer agrees to fully disclose the full nature and extent of any consultation, communication, contract, arrangement or understanding with competitors to NEA. | | |
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| 41.2.3 | In the event that no disclosure as described in clause 41.2.2 is made, the tenderer warrants that their bid has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding: | | |
|  | (a) | bid prices; | |
|  | (b) | methods or factors used to calculate bid prices; | |
|  | (c) | the intention or decision to submit, or not to submit, a bid; | |
|  | (d) | the submission of a bid that is non-conforming; or | |
|  | (e) | the terms of the bid | |
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|  | The tenderer acknowledges that if NEA accepts the tenderer’s tender and awards the unit from the tender exercise to the tenderer, NEA will do so in reliance of this warranty. In addition, the tenderer shall submit to NEA a declaration in the Form of Tender (entitled “Declaration on Non-Collusion”). The declaration shall be acknowledged by the tenderer. | | |
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| 41.2.4 | Any breach of or non-compliance with sub-clauses 41.2.1 to 41.2.3 shall, without affecting the tenderer’s liability for such breach or non-compliance, invalidate his tender. | | |
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| 41.3 | **Disclosure of Prior Anti-competitive Conduct** | | |
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| 41.3.1 | Tenderers must indicate if they are or have ever been subject to proceedings related to anti-competitive conduct in Singapore or overseas. The information must include: | | |
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|  | (a) | the names of the parties to the proceedings; |
|  | (b) | the case number; |
|  | (c) | the general nature of the proceedings; and |
|  | (d) | the outcome or current status of the proceedings |
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| 41.3.2 | NEA reserves the right, at its discretion, to exclude any tenderer from the tender process if the tenderer has ever contravened the anti-competitive provisions of the Competition Act 2004 or equivalent laws in Singapore or overseas. | | |
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| 41.3.3 | NEA reserves the right, at its discretion, to exclude any tenderer from the tender process if full disclosure of any or all contraventions of the anti-competitive provisions of the Competition Act 2004 or equivalent laws in Singapore or overseas has not been made. | | |
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|  | PROVIDED, however, that if there is any conflict between the provisions of the Agreement and the Terms and Conditions of Tender the provisions of the Agreement shall prevail. | | |
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|  | Note :  Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine gender. | | |