Dear Sir/Madam

INVITATION TO QUOTE

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

1. You are invited by the People's Association (PA) to quote for Our Tampines Hub's Festive Market for SPACE for the period below:

Contract Period: May 2022 – March 2023

(option to renew till March 2024)

(Date is Subject to Changes and Prevailing Safe

Management Measures (SMMs)

Frequency: Festive Market to be held during School Holidays, Festive

periods or National Holidays as defined below.

Month	Period	
May 2022	27 – 29 May	School Holidays
August 2022	7 – 9 August	National Day
November 2022	25 – 27 November	School Holidays / Christmas
January 2023	13 – 15 January (TBC)	Chinese New Year
March 2023	10 – 12 March (TBC)	School Holidays

The mandatory dates/period for the Festive Markets (subjected to the Authority's approval).

Duration of market: At each instance of the Festive Market, no shorter than a

consecutive 3-day stretch from Friday to Sunday, and

optional weekdays

Operation Hours: Festive market to run from 12pm to 8pm

Venue: Our Tampines Hub, 1 Tampines Walk Singapore 528523

Refer to Appendix IV for Site View

- 2. This Invitation to Quote is set out in the following Quotation documents:
 - (a) Covering Letter;
 - (b) Part I Conditions of Contract;
 - (c) Part II Specifications;
 - (d) Part III Evaluation Criteria; and
 - (e) Part IV Price Format
 - (f) Appendices

Company/Business Background Information (Appendix I)

Declaration of Potential Conflict of Interest (Appendix II)

Track Records (Appendix III)

Layout of Festive Market (Appendix IV)

Sample of Festive Market Agreement (Appendix V)

- 3. Your offer of the Price (S\$) for providing the services in accordance with Part I and II of the Invitation to Quote must be submitted through GeBIZ <u>not later than 1.00 pm on 22 April 2022.</u>
- 4. Your quote will be evaluated based on the Evaluation Criteria set out in Part III of the Quotation Documents.
- 5. Suppliers who wish to seek clarification on the Documents shall submit their request no later than 3 working days prior to the close of this Invitation to Quote.

People's Association

Our Tampines Hub

1 Tampines Walk #04-01 Singapore 528523

Attention: Rachel Tan

6. If you require any further information, please do not hesitate to call 6340 3617 or e-mail at Rachel_DN_TAN@pa.gov.sg

Yours faithfully

Rachel Tan Senior Manager, Advertising & Promotions Our Tampines Hub

This is a computer generated document. No signature is required.

PART I OF INVITATION TO QUOTE

CONDITIONS OF CONTRACT

PART I

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Section and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the Authority and your company.

1 DEFINITION

In these Conditions, unless the context otherwise requires:

- (a) "Authority" means the People's Association and includes any officer authorised by the Authority to act on its behalf.
- (b) "Contract" includes the Authority's ITQ Message, the Contractor's Quote Message or Offer (submitted through GeBIZ), these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by the Authority to the Contractor for the supply of the Goods and/or performance of Services.
- (c) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Authority for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.
- (d) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.
- (e) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (f) "Letter of Acceptance" means the letter issued by the Authority accepting the Contractor's Offer.
- (g) "Losses" means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.
- (h) "Offer" means the offer submitted by the Contractor in response to the Invitation to Quote, and other documents submitted by the Contractor and accepted in writing by the Authority as modifying such offer submitted by the Contractor.
- (i) "Services" means the work which the Contractor is required to perform under the Contract.

2 SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all items of Goods and

perform Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

3 DELIVERY AND PAYMENT

- 3.1 The Contractor shall deliver the Goods and perform the Services by the Delivery/Performance Date and in the manner specified in the Contract.
- 3.2 The Authority may reject any Services that are not performed in accordance with the Contract or with reasonable care, skill and diligence, and if so required by the Authority, the Contractor shall re-perform such rejected Services at the Contractor's own expense.
- 3.3 The Contractor shall, in delivering the Goods and performing the Services, ensure that it does so in a manner that meets or exceeds the best industry standards applicable to it, and in any event to the standard that meets or exceeds all requirements set out in this Contract.
- 3.4 In delivering the Goods and performing the Services, the Contractor shall not act or allow any its officers, employees, agents, representatives or sub-contractors to act in a manner that is likely to bring into disrepute or otherwise reduce or diminish the goodwill, reputation, image or prestige of the Authority or Singapore.
- 3.5 The Contractor shall make all payments to the Authority in accordance with the terms of the agreement to be entered into between the parties.

4 CARE AND DILIGENCE

- 4.1 The Contractor shall with due care and diligence carry out its obligations to the Authority under the Contract.
- 4.2 The Contractor acknowledges and accepts that the Authority relies on the skill and judgment of the Contractor and also upon the accuracy of all representations and statements made and advice given by the Contractor in the delivery of the Goods and provision of the Services under the Contract.

5 RIGHTS OF THIRD PARTIES

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

6 SUB-CONTRACTING AND ASSIGNING

6.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the Authority.

7 SUSPENSION OR TERMINATION

7.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore.

Neither party shall be liable to the other by reason of such suspension or termination save that the Authority shall pay the Contractor the price of the Goods delivered and accepted by the Authority as at the date of written notice of termination or suspension. The Authority shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.

- 7.2 If the Contractor is in breach of any of its obligations under the Contract and:
 - (a) the Contractor fails to remedy the breach within [fourteen (14) days] from a written notice from the Authority to do so; or
 - (b) the breach is not capable of being remedied within a reasonable time,

the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice.

- 7.3 If any of the following events occur, the Authority shall be entitled to terminate the Contract with immediate effect by written notice to the Contractor, and the Contractor shall have no claim for any damages or compensation:
 - (a) the Contractor becomes insolvent;
 - (b) where the Contractor is a company or limited liability partnership, a receiver or liquidator is appointed over any undertaking or property of the Contractor or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Contractor;
 - (c) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
 - (d) where the Contractor is an individual, the Contractor becomes bankrupt or dies:
 - (e) legal proceedings alleging insolvency are brought against the Contractor;
 - (f) the Contractor enters into any composition or arrangements with creditors;
 - (g) if the Contractor does not submit to the Authority all relevant documents required for GIRO payment to be made to the Authority, at least five (5) working days before the start of the first instance of the Festive Market; or
 - (h) if the formal agreement entered into between the parties in connection with this Contract is terminated.
- 7.4 The Authority shall have the right to terminate the Contract for convenience by giving 1 month's written notice to the Contractor without having to assign any reason, and the Contractor shall have no claim for any damages or compensation.

- 7.5 If the Contract is terminated, the following shall apply:
 - (a) termination shall be without prejudice to any rights and obligations of either party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination:
 - (b) the Contractor shall forthwith refund to the Authority all amounts paid to the Contractor under the Contract (if any), less the price of the Goods and/or Services which have been accepted by the Authority as at the date of termination;
 - (c) the Contractor shall immediately deliver property belonging to or provided by the Authority pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress if so requested by the Authority). Works-in-progress shall be paid on a pro-rated basis at the Authority's sole discretion; and
 - (d) in the event of a termination pursuant to Clause 7.2 or 7.3, the Authority shall, at its sole discretion, have the right to engage another person to provide the remaining Goods and/or Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Contractor, and the Contractor shall give reasonable assistance to the incoming contractors.
- 7.6 Nothing in this Clause 7 shall be deemed to prejudice any other rights or remedies available to the Authority against the Contractor for any breach of the Contractor's obligations whether under the Contract or at law or in equity:

8 GIFTS, INDUCEMENTS AND REWARDS

8.1 The Authority may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code or the Prevention of Corruption Act.

9 VARIATION

9.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Authority.

10 APPLICABLE LAW

- 10.1 The Contract shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.
- 10.2 For the avoidance of doubt, until the Authority issues a Letter of Acceptance, an Order message, or Purchase Order, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Service from any Supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier.
- 10.3 If there is any inconsistency or conflict between the Contract and the terms of the formal agreement to be entered into between the parties in connection with this Contract, the terms of the formal agreement shall prevail.

11 CONFIDENTIALITY

- 11.1 Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Authority in connection therewith to any person.
- 11.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Authority or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Authority.

12. COMMENCEMENT AND DURATION OF CONTRACT

- 12.1 The Contract shall commence on the date of commencement stated in the Letter of Acceptance, and shall remain in force for a period of twelve (12) months (the "Contract Period").
- 12.2 The Authority shall have the option to extend the Contract Period for a further 12 months, on the same terms and conditions and rental price contained in the Contract and on any other terms that may be mutually agreed in writing between the Parties. The Authority shall exercise such option by giving at least one (1) months' written notice to the Contractor.

13. TIME OF THE ESSENCE

13.1 Time is of the essence with respect to the Contractor's performance of all its obligations under this Contract. No variation of this Contract will operate as a waiver of this Clause.

14. INSURANCE

- 14.1 The Contractor shall at its own costs procure and maintain the following insurance policies with reputable licensed insurers:
 - (a) Comprehensive public liability insurance against claims for personal injury,

death or property damage or loss arising out of all operations of the Contractor in relation to the festive market. The sum insured shall not be less than SGD\$1 million per claim without any limit on the number of claims. The public liability insurance shall include a provision:

- i. for the waiver of subrogation against the Authority; and
- ii. against all risks claims and liability against food poisoning, accidents, theft arising out of the operations of the Contractor in relation to this Contract.
- (b) A fire insurance policy against all risks and damages in respect of the goods, stalls and all structures on the site of the festive market, to their full insurable value.
- 14.2 Each of the insurances required to be maintained under this Clause 14 shall:
 - (a) be taken out in the joint names of the Contractor and the Authority or, be noted, by endorsement on such insurances (in such form as may be reasonably acceptable to the Authority), with the interest of the Authority;
 - (b) cover the entire duration of the Festive Market, starting from the setting up period and shall remain effective up to the reinstatement of the site to its original condition;
 - (c) name the Authority as loss payee or beneficiary;
 - (d) acknowledge that the Contractor is the sole party liable to pay the premiums in respect thereof; and
 - (e) provide that such insurances may not be altered or amended without the prior written consent in writing of the Authority.
- 14.3 Copies of the said insurance policies shall be submitted to the Authority within three (3) working days upon demand.

15. INDEMNITY

- 15.1 The Contractor shall indemnify and keep indemnified the Authority against any and all Losses sustained, incurred, paid by or suffered by the Authority arising out of or in connection with any act or omission on the part of the Contractor, subcontractor or any of their directors, officers, personnel, employees, servants, agents or stallholders (the "Contractor Parties") unless the Contractor can show that:
 - (a) it is not due to the Contractor's breach, failure or delay in the performance of the Contract; and
 - (b) it is not due to the negligent, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of any of the Contractor Parties.
- 15.2 The Contractor shall at its own expense make good to the Authority's

satisfaction, all damage to property arising from the use or occupation of the site of the festive market.

16. DISCLAIMER

- 16.1 The Authority shall not be liable for losses and/or damages incurred or suffered by any person or entity as a result of any accident, breakdown of machinery, power failure, fire, weather conditions and any other factor. To the fullest extent permitted by law, the Authority shall not be responsible or liable to the Contractor or its agents, invitees, licensees, stallholders or visitors for accidents happening or injuries sustained in connection with the operation of the festive market whether resulting in death or not, and for any loss of and/or damage to property, goods or chattels sustained in connection with the operation of the festive market and the Contractor shall keep the Authority fully indemnified against the same.
- 16.2 The Authority shall not be held responsible in any way whatsoever for the cancellation of any item/event requiring permission from the appropriate authorities and for any loss to any parties as a result of such cancellation. The Authority shall also not be responsible for any reduction in the area of the site of the festive market, howsoever caused.

PART II OF THE INVITATION TO QUOTE

SPECIFICATIONS

PART II

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

SPECIFICATIONS

1. OBJECTIVE

- 1.1 Our Tampines Hub (OTH) is Singapore's largest integrated community and lifestyle hub, bringing together multiple agencies to offer a wide and comprehensive range of services, programmes and facilities. OTH attracts an average footfall of 1 million to 1.3 million visitors every month, hosting a natural congregation of the region's heart landers, students and corporate executives working within the vicinity.
- 1.2 OTH will host its inaugural Festive Market in SPACE, L2. Suppliers are invited to quote for the operation of the Festive Market based on the specifications provided in this ITQ, on the condition that Safe Management Measures are lifted or relaxed for such activities to take place as advised by the relevant Authorities. And the sum quoted shall be collected by the Authority on a monthly basis.

2. OPERATIONS OF FESTIVE MARKET

- 2.1 OTH's Festive Market in SPACE will engage residents through the promotion of social entrepreneurship and event curation creativity to add a layered dimension to the visitor experience in OTH.
- 2.2 The overarching concept for the Festive Market is the promotion of new-to-market, interesting themes and concepts, and curating a platform for inculcating retail entrepreneurship in the heart of Tampines. The OTH Festive Market should feature consistently unique, interesting and exciting lifestyle stalls that showcase products and services that will encourage creativity and engagement, together with latest offerings that will resonate with visitors.
- 2.3 The Contractor shall be responsible for managing the disposal of all waste, including food waste, generated by various stall holders. Storage and delivery of items will be managed by the Contractor on behalf of their stallholders off-site. The Contractor shall also manage any Safe Management Measures as prescribed by the relevant authorities.
- 2.4 The total number of festive stalls to be set up by the Contractor must be in accordance to the proposed stall layout plan provided by the Authority. Please refer to Appendix IV for the layout plan of the Festive Market. The Authority will provide the booths and chairs for the Festive Market.
- 2.5 The Authority shall be under no obligation to award the highest offer or any quotation. Quotation submitted by suppliers who are still serving their debarment period under any government authority or agency will not be accepted.
- 2.6 The Contractor is required to submit the applicable approvals, permits and/or licenses to the Authority as documentary proof that they are licensed to manage and

operate such markets by the relevant authorities as and when required by the Authority. In addition, the Contractor is required to undertake the collation and verification of applications/approvals submitted by individual stall holders for all applicable licences, and ensure approvals are obtained from all relevant authorities. Where required, the Authority reserves the right to request the Contractor to submit all approved documentations and/or licenses from the individual stall holders within 1 working day of such request.

- 2.7 For each instance of the Festive Market, the Contractor shall seek approval from the Authority regarding (i) list of all stall holders participating in that Festive Market (including information such as contact details, UEN number where applicable, etc.) and (ii) each item /merchandise list to be sold at each stall during the Festive Market, at least 14 working days prior to the Festive Market. Applications to all relevant authorities must be collated by the Contractor at least 5 working days before the commencement of each instance of the Festive Market.
- 2.8 For stalls selling any form of digital content or media (including DVDs and CDs), the Contractor must ensure stall holders obtain the temporary video business licence issued by the Infocomm Media Development Authority (IMDA) and submit a duplicate copy of the licence as and when required by the Authority. The Contractor must ensure stall holders display the licence prominently at the stall throughout the festive market period. The videos on sale at the stalls must also carry a certificate or an exemption number issued by the IMDA.
- 2.9 Suppliers quoting for the Festive Market are required to place a quotation deposit of \$2,000 ("Quotation Deposit") before quotation closing date. Payment of Quotation Deposit will be by way of bank electronic transfer to Our Tampines Hub, OCBC Branch no: 7339695, Account no: 695-599977-001. The Authority reserves the right not to consider quotations which fail to submit Quotation Deposit. The Quotation Deposit will be forfeited if the Contractor fails to sign the agreement with the Authority after issuance of the Letter of Acceptance. The Quotation Deposit will be refunded to unsuccessful suppliers.
- 2.10 The Contractor is required to cooperate and work with the Authority on copublicity efforts and provide the Authority with such publicity or promotional materials as may be agreed between the parties.
- 2.11 The Contractor is required to procure and maintain the insurances as set out in the Conditions of Contract.

Payment of Monthly Quoted Sum & Security Deposit.

2.12 Subsequent to the issuance of the Letter of Acceptance by the Authority to the Contractor, the Contractor shall enter into a formal agreement with the Authority. Please refer to Appendix V- Sample Festive Market Agreement for the form of the formal agreement.

2.13 [INTENTIONALLY LEFT BLANK]

2.14 Payment of monthly quoted sum (subjected to applicable GST) is to be made via monthly GIRO deductions in accordance with the formal agreement to be entered into between the Authority and the Contractor before the start of each Festive Market. As

the Authority is a taxable person under the GST Act, all payments made to Our Tampines Hub are subject to the prevailing Goods and Services Tax (GST). Minimum rental is as follows:

Location	Dates	No of Days	Minimum Rental Cost
Space, Level 2	27 – 29 May	3	\$800
Space, Level 2	7 – 9 August	3	\$800
Space, Level 2	25 – 27 November	3	\$800
Space, Level 2	13 – 15 January (TBC)	3	\$800
Space, Level 2	10 – 12 March (TBC)	3	\$800

- 2.15 The Contractor shall pay a Security Deposit equivalent to 5% of the total quoted sum. The Quotation Deposit submitted by the Contractor together with its Offer will form part of the Security Deposit amount and the Contractor is only required to top up the remaining Security Deposit amount.
- 2.16 The Authority shall be entitled to forfeit the entire amount of the Security Deposit placed by the Contractor, in any one of the following instances or otherwise in accordance with the terms of the formal agreement to be entered into between the parties:
 - a) There is any breach of any license, law, regulation, or infringement of the rights of third party including but not limited to nuisance, trespass or any violation of rights in any manner.
 - b) The Contractor fails to proceed with or cancel the Festive Market without the prior approval from the Authority.
 - c) The Contractor fails to provide the Authority, at the time of signing the Agreement (please refer to Appendix V), with any required licenses from the necessary regulatory authorities if required from the Authority.
- 2.17 Without prejudice to Clause 2.16, in the event that any instance of the Festive Market is cancelled, or if any stall is unoccupied and/or does not operate, either due to the Contractor's failure to obtain permits/approvals from the relevant authorities on time, or due to negligence and/or mismanagement by the Contractor resulting in unoccupied stalls, the Authority reserves the right to forfeit the security deposit.

Joint Inspection

2.18 The Contractor is required to be present at the Festive Market site during the joint inspection called by the Authority. The Authority will stipulate the day and time for the joint inspection.

3. SUBMISSION OF QUOTE

- 3.1 Suppliers should submit the following for quotation evaluation via GeBIZ before the closing date and time:
 - (i) Completed Appendices I to III, including price format, proposal of the stallholders, the items that they are selling; and

- (ii) Submission of Quotation Deposit before quotation closing date.
- 3.2 The supplier shall satisfy itself before quoting as to the correctness and sufficiency of its Offer for the supply of the Goods and Services, and all matters and things necessary for the proper execution and completion of such supply, including any duties, customs and excise, licences, transport and insurance expenses, regardless of whether such matters or things were specifically set out in this Invitation to Quote.
- 3.3 The supplier shall ensure that its Offer is complete, and that the information in its Offer is clearly visible without further action required by the Authority. In particular, the supplier shall ensure that all information in any softcopy or spreadsheet or other document is not hidden in rows or otherwise not visible. Any part of the Offer that is not clearly visible without further action required by the Authority may be excluded from the Offer and may not be considered in the evaluation of such Offer.

4. OTHER INFORMATION

- 4.1 All quoted price(s) (which excludes GST) must take into consideration all the specifications required.
- 4.2 All expenses incurred by the supplier in connection with the submission of Offer shall be fully borne by the supplier.
- 4.3 The Authority is not bound to accept any quotation proposal.
- 4.4 The Authority reserves the right to accept part or whole of the Quotation and to award the Quotation wholly or partially to one or more Contractors.

PART III OF THE INVITATION TO QUOTE

EVALUATION CRITERIA

PART III

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

EVALUATION CRITERIA

1 CRITICAL EVALUATION CRITERIA

- 1.1 Suppliers must first satisfy the following critical evaluation criteria before their quotation proposal will be considered:
- (a) Suppliers who are not debarred in GeBiz or any government agency; and
- (b) Submission of Quotation Deposit of \$2,000 by the closing date. All Suppliers are required to place a Quotation Deposit by way of bank electronic transfer to Our Tampines Hub, OCBC Branch no: 7339695, Account no: 695-599977-001 before the Closing Date. The Quotation Deposit will be forfeited if the Contractor fails to sign the Festive Market Agreement with the Authority. Quotation Deposit will be refunded to the unsuccessful Suppliers.

2 ASSESSMENT

2.1 Only Suppliers who meet the critical evaluation criteria in Clause 1 will be evaluated based on the following evaluation criteria and weightages:

Evaluation Criteria	Weightage in %
i) Price	50%
ii) Proposed Monthly Thematic Concepts	30%
(with details of stallholders and items to	
be traded)	
iii) Relevant Track Record	10%
iv) Environmental Sustainability Efforts	10%

2.2 Failure to submit any of the stipulated Evaluation Criteria (i to iv) will be graded a zero score accordingly.

PART IV

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

PRICE FORMAT

Suppliers must provide the price breakdown and submit the following price format in GeBiz.

Month	Period / Duration	Theme	To be completed by Supplier	
		I	Unit Price (SGD)	Sub – Total Price (without GST) (SGD)
May 2022	27 – 29 May (3 Days)	School Holidays		
August 2022	7 – 9 August (3 Days)	National Day		
November 2022	25 – 27 November (3 Days)	School Holidays / Christmas		
January 2023	13 – 15 January (3 Days - TBC)	Chinese New Year		
March 2023	10 – 12 March (3 Days - TBC)	School Holidays		
Total Price to be (without GST] (S	collected for 2* years GD)	from Supplier		
(*For 1 year with the option to renew for another year – 5 x 3 weekends days)				

Appendix I

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

COMPANY/BUSINESS BACKGROUND INFORMATION

1.	Name	of Company/Business:	
2.	Registered Address in Singapore:		
3.	Place of Business (if different from address above):		
4.	Type of Ownership:		
5.	Company/Business Registration Date:		
6.	Nature	of Company/Business:	
7.	Total number of permanent employees in Singapore:		
8.	Number of years in providing similar products/services in Singapore:		
9.	Comp	any's Financial Status as of en	d of Financial Year 2021
	a.	Authorised Capital:	
	b.	Paid-up Capital:	
	c.	Profit before tax:	
	d.	Profit after tax:	
Please a	ttach a	copy of the latest audited finan	cial statement of the company.
10.		•	y ever been debarred by any Government Yes / No* (please delete accordingly)

- If the answer to question 10 above is yes, please provide details. 11.

[No handwritten signature or company stamp is required for documents submitted through GeBIZ. The Government/Statutory Board shall be entitled to rely on the use or entry of the prescribed Authentication Device (as defined in the Terms and Conditions For Use Of The Government Electronic Business) by the Tenderer or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.]

Appendix II

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

DECLARATION ON POTENTIAL CONFLICT OF INTEREST, ETC.

I/We, the undersigned, do hereby declare that to the best of my/our knowledge and belief, my/our supply of the Services required under this Invitation to Quotation does not / may* involve us in any conflict of interest.

Set out below are the known circumstances which may lead to a conflict of interest. I/We also undertake to inform the Authority of any conflict of interest that may arise in the course of my/our supply of the Services.

Signature and stamp/seal of Supplier

Date

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

Name:			
Address:			

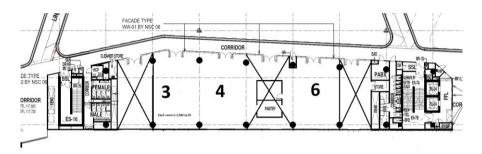
The Supplier shall furnish hereunder the current particulars of all contracts currently and previously executed by the company for the Private Sector, Government and Statutory Bodies

SCHEDULE OF SIMILAR CONTRACTS IN THE LAST 3 YEARS EXECUTED BY THE SUPPLIER

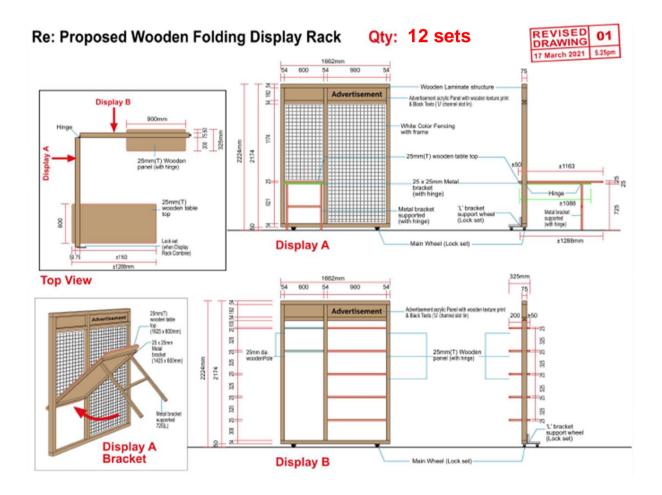
Client	Project Description & Team Profile	Contract Amount S(\$)
Person in Charge:		
Contact Number:		
Client	Project Description & Team Profile	Contract Amount S(\$)
Person in Charge:		
Contact Number:		
Client	Project Description & Team Profile	Contract Amount S(\$)
Person in Charge:		
Contact Number:		

INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

SITE VIEW & PLAN LAYOUT



MOBILE DISPLAY



INVITATION TO QUOTE FOR OUR TAMPINES HUB'S FESTIVE MARKET FOR SPACE, LEVEL 2 FOR 1 YEAR (WITH AN OPTION TO RENEW FOR ANOTHER 1 YEAR)

SAMPLE OF FESTIVE MARKET LEASING AGREEMENT

OUR TAMPINES HUB FESTIVE MARKET 2022/23 LEASING AGREEMENT

THIS AGREEMENT is made the day of
Between:
(A) The Licensor, whose particulars are set out in paragraph 1 of Schedule 1 (the " Licensor ") and its successors-in-title and permitted assigns;
And:
(B) The Licensee, whose particulars are set out in paragraph 2 of Schedule 1 (the "Licensee") and includes, if the Licensee is an individual, his personal representatives and permitted assigns, or if the Licensee is a company, its successors-in-title and permitted assigns
(collectively, the "Parties").
1 INTERDRETATION

1. INTERPRETATION

- 1.1 In this Agreement unless the contrary intention appears: -
- (a) [INTENTIONALLY LEFT BLANK];
- (b) "Business Hours" means the operating hours specified in paragraph 7 of Schedule 1;
- (c) "Common Area" shall mean those parts, areas, premises and facilities of and in Our Tampines Hub which are now or hereafter provided by the Licensor for the common use by the Licensor and the various tenants and licensees of premises in Our Tampines Hub and their respective customers, employees, invitees and licensees in common with the Licensor and all other persons having the like right to use the same (including but without limiting the generality of the foregoing all roads, walls, car parks, walkways, pavements, passages, entrances, halls, toilets, stairways, elevators and gardens and such other area amenities grounds and conveniences from time to time provided prescribed or made available by the Licensor for the common or general use or benefit of the Licensee's customers employees invitees and licensees as aforesaid and all other persons having the like right;

- (d) "**Head Lease**" means the lease between the Singapore Land Authority as agent for and on behalf of the Government of the Republic of Singapore ("**Head Lessor**") to People's Association ("**Head Lessee**") as comprised in the letter of offer dated 16 May 2013 from the Head Lessor to the Head Lessee, the Tenancy Agreement dated 10 June 2013 and the Supplemental Agreement dated 13 November 2013 between the Head Lessor and the Head Lessee;
- (e) [INTENTIONALLY LEFT BLANK];
- (f) [INTENTIONALLY LEFT BLANK];
- (g) [INTENTIONALLY LEFT BLANK];
- (h) "Licence Fee" means the licence fee payable by the Licensee to the Licensor in accordance with paragraph 5 of Schedule 1;
- (i) "Licence Period" means the days on which the festive market shall operate during the Quotation Contract Period, as approved by the Licensor;
- (j) "Licensed Area" means the area described in paragraph 3 of Schedule 1 and shall include the pushcart/stall/booth(s) and structures placed and provided thereon by the Licensor;
- (k) "Our Tampines Hub" means the building specified in paragraph 3 of Schedule 1in which the Licensed Area is located and includes each and every part of the building and the car parks, service, loading and any other areas the use and enjoyment of which is appurtenant to the building;
- (1) "Payment Date" has the meaning set out in Clause 3 herein;
- (m) "**permitted occupier**" means any person within the Licensed Area expressly or by implication with the Licensee's consent or authority. For the avoidance of doubt, this includes any stall holders of the Festive Market;
- (n) "**Permitted Use**" means the use of the Licensed Area for the operation of a Festive Market in accordance with this Agreement;
- (o) "Quotation Contract" means the contract between the Licensor and the Licensee in relation to the quotation for the Licensor's Festive Market 2022/23;
- (p) "Quotation Contract Period" means the period from May 2022 to March 2023 which may be Subjected to Changes, as may be extended by the Licensor in accordance with the Quotation Contract.
- (q) "**Security Deposit**" means the sum specified in paragraph 6 of Schedule 1 and deposited by the Licensee with the Licensor pursuant to Clause 3(c) herein;
- (r) "Taxes" means any goods and services tax, imposition, duty and levy or such other taxes as they may be called from time to time, which may be imposed before, during or after the Quotation Contract Period by the relevant authority;(s) "Utilities" means electricity, water, sewerage disposal, gas and telecommunications.

- 1.2 The headings are for convenience only and not for the purpose of interpretation.
- 1.3 'Including' and similar words do not imply any limitation.
- 1.4 Words importing the singular include the plural and vice versa.
- 1.5 Every obligation by the Licensee includes an obligation by the Licensee to ensure that each of its employees, agents, sub-contractors, independent contractors, permitted occupiers and others under its control comply with that obligation. Any obligation by the Licensee not to do any act or thing includes an obligation not to allow that act or thing to be done.
- 1.6 Time is of the essence with respect to the Licensee's performance of all its obligations under this Agreement.

2. LICENCE OF AREA

In consideration of the Licence Fee and the Licensee's undertakings hereinafter contained and subject to the terms and conditions of this Agreement, the Licensor hereby gives the Licensee the right to use the Licensed Area, in common with the Licensor and others duly authorised by the Licensor and all other persons entitled thereto:

- (a) To access, pass and re-pass to and from the Licensed Area over and along all the usual entrances, landings, lifts, lobbies and corridors leading thereto; and
- (b) To use such toilet facilities in Our Tampines Hub as may be designated by the Licensor from time to time;

for the duration of each Licence Period, for the purpose of the Permitted Use. For the avoidance of doubt, this Agreement shall not create a tenancy in favour of the Licensee or give the Licensee the exclusive right to the occupation of the Licensed Area.

3. LICENSEE'S UNDERTAKINGS

The Licensee agrees and undertakes:

- (a) To pay the Licensor the Licence Fee in full and without demand in advance on the first day of each month during the Quotation Contract Period (the "Payment Date") by GIRO to the Licensor's current account, Account Name: Our Tampines Hub, Account No. 695-599977-001 opened with (OCBC Bank, name of Bank) (Bank and Branch Code: 7339) or to any other place and in any other manner specified by the Licensor. If the Payment Date falls on a public holiday, then full payment of all amounts shall be made on the next business day;
- (b) To pay or reimburse the Licensor for all applicable Taxes in such manner and within such period as to comply or enable the Licensor to comply with any applicable orders or directives of the relevant body or authority and the relevant laws and regulations;
- (c) To furnish the Security Deposit to the Licensor upon the signing of this Agreement, which shall be held by the Licensor as security for the due performance and observance by the Licensee of all the undertakings and provisions contained in this Agreement.

Upon the expiration or earlier determination of this Agreement, if the Licensee shall have duly performed and observed the stipulations and agreements contained in this Agreement, the Licensor shall refund the Security Deposit to the Licensee without interest within one (1) month from the expiration or earlier determination of this Agreement. In the event that the Licensee has not vacated the Licensed Area or any part thereof, the Licensed Area is not in good and clean condition and free of the Licensee's goods or belongings, or if any payments are owing by the Licensee to the Licensor, the Licensor shall be entitled to use the Security Deposit or any part thereof to apply towards the cleaning or repair of the Licensed Area, and/or to offset any payments owing by the Licensee, without prejudice to the right of the Licensor to recover all monies which may become due or payable by the Licensee under this Agreement;

- (d) That the Licensor shall, without prejudice to the terms of this Agreement, be entitled to forfeit the Security Deposit in full if:
 - (i) the Licensee fails to obtain all requisite permits/approvals before the first day of any Licence Period;
 - (ii) the Licensee fails to operate the festive market during the Business Hours of any Licence Period, without the Licensor's prior written consent;
 - (iii) there is any breach of the terms of any permit/approval, law, regulation or if there is an infringement of a third party's rights including but not limited to nuisance or trespass by the Licensor or a stall holder; or
 - (iv) the festive market during any Licence Period is cancelled or stalls are unoccupied due to the Licensee's failure to obtain permits/approvals from the relevant authorities;
- (e) To set up, decorate and stock the Licensed Area and the pushcart/stall/booth placed thereon one (1) day prior to the commencement of each Licence Period provided always that the Licensee shall not bring any furniture, equipment, goods or machinery into Our Tampines Hub and/or the Licensed Area without the prior consent of the Licensor and shall not obstruct any walkways, passages, entrances, exits, toilets, stairways or elevators in Our Tampines Hub nor cause the same or any part of the building to become dirty or untidy;
- (f) To use and occupy the Licensed Area solely for the Permitted Use and for no other purpose whatsoever;
- (g) To obtain, at the Licensee's own cost and expense, all necessary licences, permits, approvals and consents which are required by law before the Licensee is entitled to use and occupy the Licensed Area for the Permitted Use. The Licensee shall ensure that all such licences, permits, approvals and consents remain valid and in force at all times during each Licence Period. If the Licensee fails to obtain such licences, permits, approvals and consents, the Licensor reserves the right to suspend the licence and/or require the Licensee to take immediate action to terminate the operation of any stall or business without compensation;
- (h) To ensure that the festive market at the Licensed Area shall be open throughout the Business Hours for every day during each Licence Period unless otherwise agreed by

the Licensor, failing which the Licensor will be entitled to take such action against the Licensee as the Licensor may deem appropriate, including terminating this Agreement;

- (i) To keep, use and maintain the Licensed Area, including all fixtures and fittings therein in good and tenantable repair and condition (except for fair wear and tear) and immediately make good, to the satisfaction of the Licensor, any damage caused to the Licensed Area (including the Licensor's fixtures and fittings therein) or any other part of Our Tampines Hub by the Licensee, its employees, agents, independent contractors or any permitted occupier;
- (j) To keep the Licensed Area and its surroundings clean and free of refuse at all times and all refuse and waste shall be thrown into suitably designed receptacles and moved to such place and area each day as may be determined by the Licensor at the Licensee's costs;
- (k) Not to make any alterations or additions to or affect the structure or integrity of the Licensed Area or the pushcart/stall/booth placed and provided thereon by the Licensor;
- (l) Not to impede, prevent or prohibit in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the building;
- (m) To observe and comply at all times with the provisions of all statutes, rules, regulations, order, notices and all laws for the time being in force and the requirements of any competent authority relating to the occupation and use by the Licensee of the Licensed Area or anything done in or upon the Licensed Area by the Licensee;
- (n) The Licensee shall observe such rules and regulations as the Licensor may from time to time make in respect of Our Tampines Hub and of which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the Licensed Area;
- (o) Not to keep or allow to be kept any animals on the Licensed Area;
- (p) Not to store food overnight and/or conduct open-flame-cooking in the Licensed Area unless otherwise agreed by the Licensor;
- (q) Not to use the Licensed Area for any dangerous, noxious, noisy, offensive trade or business, immoral or unlawful activities or do anything on the Licensed Area which may become or cause any nuisance, annoyance, damage, disturbance, inconvenience or interference to tenants, licensees or occupiers of Our Tampines Hub;
- (r) Not to do anything or carry on any business which is, in the Licensor's sole opinion, undesirable for the reputation of the Licensor, and if the Licensor notifies the Licensee that any business in the festive market is undesirable, the Licensee shall take immediate action to terminate the operation of that business without compensation;
- (s) Not to solicit business, display or distribute advertising materials in the car parks or other common areas of Our Tampines Hub except with the Licensor's prior written consent;

- (t) Not to bring onto the Licensed Area any heavy machinery or other equipment or goods with an imposed load in excess of 5.0 kN per square metre or such other weight as may be imposed by the Licensor;
- (u) Not to overload the lifts, electrical installations or any of the Utilities in the Licensed Area and/or Our Tampines Hub;
- (v) Not to allow any person to sleep in the Licensed Area;
- (w) Not to sublet, sublicence, subcontract, assign, encumber, part with or share possession of any part of the Licensed Area unless it is in accordance with this Agreement, for the Permitted Use and to persons approved by the Licensor;
- (x) Not to obstruct, litter or make untidy the Licensed Area or other parts of Our Tampines Hub and in particular not to encroach upon the common areas and walkways adjacent to the Licensed Area or anywhere in Our Tampines Hub nor to obstruct any of the passages or entrances to Our Tampines Hub in any way whatsoever and to ensure that the fire escape route and the Fire Fighting Access (FFA) Panel is not obstructed at any time;
- (y) Not to sell or cause to be consumed alcoholic beverages and cigarettes or any form of tobacco in the Licensed Area;
- (z) Not to store or bring onto the Licensed Area or any part of Our Tampines Hub any goods and/or merchandise or other articles of a specially combustible, inflammable or dangerous nature and not to do or permit or suffer to be done anything by reason whereof the present or any future policy of insurance in respect of the Premises may be rendered void or voidable or whereby the rate of premium thereon may be increased and to pay to the Licensor all sums paid by way of the increase of premium as a result of a breach of this Clause;
- (aa) To carry out loading and/or unloading of goods at the designated areas only;
- (bb) To cooperate and work with the Licensor on any co-publicity efforts in connection with the Permitted Use at its own cost, provide the Licensor with such publicity or promotional materials as may be agreed between the parties., and ensure that any publicity materials in relation to the Licensee's business or the businesses operating at the festive market are published under the name of the Licensee's business or in the names of those businesses (as the case may be) and that such publicity materials do not specify or imply in any way that the Licensor is a partner and/or supporter of such businesses or the businesses' products or services unless the Licensor's prior written approval has been obtained for the business, product or service in question;
- (cc) Not to affix, paint or otherwise exhibit or permit to be affixed, painted or otherwise exhibited any signs, announcements, placards, posters, advertisements, nameplate, flag, banner, covering or any other thing whatsoever on any part of Our Tampines Hub without the Licensor's prior written consent;
- (dd) Not to employ, bring onto, or permit to enter the Licensed Area or any part thereof any person in contravention of the Immigration Act (Cap. 133) or any statutory modification or re-enactment thereof for the time being in force and to ensure that all persons employed by the Licensee at the Licensed Area in connection with or for the

purpose of the Licensee's business hold valid work passes issued by the relevant authorities in Singapore;

- (ee) To ensure that all products and/or services sold and/or provided by the Licensee at the Licensed Area do not contain any ethnic, religious and/or political elements or discriminate against any person on the basis of race, language, religion or otherwise;
- (ff) To undertake full responsibility for the employment, supervision and good conduct of such persons employed by the Licensee at the Licensed Area in connection with or for the purpose of the Licensee's business and to ensure that such persons are free from any infectious diseases and to take all reasonable steps or measures or action which is deemed appropriate or necessary by the Licensor and/or government authorities to comply with any direction, order or other requirement under or in connection with the Infectious Diseases Act (Cap. 137), or under any other prevailing law or any guideline, rule or requirement of the relevant authorities from time to time for the purpose of taking any protective measure, treatment, prevention or other dealings in relation to an infectious disease; and
- (gg) To seek approval from the Licensor regarding in relation to the stall holders participating in the festive market (including information such as contact details, UEN number where applicable, etc.) and their merchandise to be sold at the Festive Market, at least five (5) working days prior to the Proposed each Licence Period.

4. GENERAL TERMS

- 4.1 Notwithstanding anything herein contained, to the fullest extent permitted by law, the Licensor shall not be liable to the Licensee or any other party nor shall the Licensee have any claim against the Licensor in respect of:
- (a) any interruption in any of the services provided by the Licensor or the relevant authority by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, riot, act of God or other cause beyond the Licensor's control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of manpower, fuel, materials, electricity or water or labour dispute;
- (b) any death or injury to any person or any damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or any person in the exercise or purported exercise of the rights granted by this Agreement.
- 4.2 This Agreement shall be determined in the following events:
- (a) immediately on notice given by the Licensor to the Licensee of any breach by the Licensee of the Licensee's undertaking contained in this Agreement, whereupon the Security Deposit shall be forfeited and retained by the Licensor for its own benefit;
- (b) on one (1) months' written notice given by the Licensor to the Licensee whereupon the Security Deposit shall be refunded to the Licensee in accordance with the terms of this Agreement; or
- (c) immediately if the Quotation Contract is terminated.

- 4.3 In addition to and without prejudice to any other right, power or remedy of the Licensor, if the License Fee or any part of it or any other sum payable by the Licensee to the Licensor at any time remains unpaid for fourteen (14) days after such sum becomes due (whether any formal demand shall have been made or not), the Licensee shall pay interest of such sum at a rate of 12% per cent per annum (or such other rate as the Licensor may determine from time to time) calculated on a daily basis from the date on which such sum was due until the date that such sum is paid in full to the Licensor.
- 4.4 The Licensee shall fully indemnify the Licensor against all claims, demands, actions, proceedings, judgements, claims, damages, losses, fines, costs and expenses of any nature which the Licensor may suffer or incur for death, injury, loss and/or damage caused, directly or indirectly, by:
- (a) any occurrences in the Licensed Area or the use or occupation of the Licensed Area or any part of Our Tampines Hub by the Licensee or by any of the Licensee's employees, independent contractors, agents, or any permitted occupier; and/or
- (b) any default by the Licensee in complying with the provisions of this Agreement including but not limited to a breach of any law, rules and regulations.
- 4.5 Knowledge or acquiescence by the Licensor of any breach by the Licensee of any of the conditions or covenants contained in this Agreement shall not operate as or shall not be deemed to be a waiver by the Licensor of such conditions or covenants or any of them and notwithstanding such knowledge, acquiescence and or indulgence, the Licensor shall be entitled to continue to exercise all its rights under this Agreement and to require strict performance and observance by the Licensee of all the conditions and covenants in this Agreement (including that which has been breached by the Licensee and known and acquiesced to or granted indulgence by the Licensor as aforesaid). Any consent or permission given by the Licensor shall not be effective or relied upon by the Licensee unless in writing and signed by the Licensor.
- 4.6 The Licensor and the Licensee agree that any controversy, dispute, difference or claim arising out of or relating to or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved either by reference to mediation or by court proceedings as elected by the Licensor.
- 4.7 All notices, demand or other communications served under this Agreement shall be in writing and shall be sufficiently served on the Licensee if forwarded to the Licensee by hand, fax or registered post to the fax number and/or address set out in paragraph 2 of Schedule 1 or to the Licensee's last known place of business. Any notice, demand or other communication required to be served upon the Licensor shall be sufficiently served if delivered to the Licensor by hand or sent by registered post to the Licensor's abovementioned address. Any notice sent by fax or hand shall be deemed to have been duly served immediately or served 24 hours after posting if served by registered post.
- 4.8 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If there is any inconsistency or conflict between the Quotation Contract and the terms of this Agreement, the terms of this Agreement shall prevail.

- 4.9 The Licensee shall pay the following costs and expenses (including administrative charges and legal costs and expenses) on a full indemnity basis:
- (a) all costs and expenses incurred in the preparation and execution of this Agreement;
- (b) all costs and expenses incurred in connection with or arising out of any variation or renewal of this Agreement; and
- (c) all costs and expenses incurred in the enforcement of this Agreement.
- 4.10 Any amendment to this Agreement shall not be valid unless mutually agreed to in writing by both parties hereto.
- 4.11 A person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act (Cap. 53B) to enforce any of its terms. Notwithstanding any of the terms in this Agreement, the consent of any third party is not required for any rescission, variation (including any release or compromise of any liability under) or termination of this Agreement.
- 4.12 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 4.13 The Licensee is aware that the terms of this Agreement are subject always to the terms of the Head Lease. In the event that the Head Lessor objects to the licence of the Licensed Area for any reason whatsoever, or if the Head Lease is terminated by the Head Lessor in accordance with the provisions of the Head Lease for any reason not due to the default or misconduct of the Licensor or the Licensee, then this Agreement shall immediately be terminated and the Licensor will immediately notify the Licensee of such termination. The Licensor and the Head Lessor will not be liable for any loss, damage, cost, expense or compensation in connection with the termination of this Agreement.
- 4.14 The termination of this Agreement will not affect the rights of either party against the other for any previous default by the other party of the provisions of this Agreement.

SCHEDULE 1

1. Licensor

Name: Our Tampines Hub Management on behalf of the People's Association Address:
2. Licensee
Name:
UEN:
Registered Address:
3. Licensed Area
The area on the first floor of the building at 1 Tampines Walk known as Our Tampines Hub, as edged blue on the plan annexed in Schedule 2 (for identification purposes only).
4. [INTENTIONALLY LEFT BLANK]
5. Licence Fee
S\$ (excluding goods and services tax)
6. Security Deposit
[* GST is not to be collected on the Security Deposit.]
7. Business Hours
From am to pm