

# CONDITIONS OF TENDER

## PROPOSED CHURCH DEVELOPMENT LAND PARCEL AT BUKIT BATOK WEST AVENUE 5

The Housing and Development Board, acting for and on behalf of the Government of the Republic of Singapore, invites Tenderers to submit bids for the purchase of a Lease of the Land Parcel specified in the table below, on and subject to the terms and conditions of this Tender.

Location of Land Parcel	Certified Plan No.	Lot No./ Mk No.	Site Area (square metres)	Allowable Gross Floor Area (square metres)	Permitted Use
Bukit Batok West Avenue 5	90530	Lot 05119A Mk 10	3,000.2	Max: 4,801 Min: 4,321	Church

### 1. Definitions

1.1 In these Conditions of Tender, unless the context otherwise requires:

1.1.1. "Church" means an entity that is established or constituted for the advancement of religion and registered as one of the following entities:

- (i) a society registered under the Societies Act (Chapter 311);
- (ii) a company limited by guarantee incorporated under the Companies Act (Chapter 50); or
- (iii) a registered or exempt charity under the Charities Act (Chapter 37).

1.1.2. "Closing Date" means 12:00 pm, 5 March 2020.

1.1.3. "Competent Authority" means the person that has been appointed to be responsible for the operation of an Act of parliament or part or provision thereof.

1.1.4. "Consortium" shall have the meaning ascribed to it in Condition 9.

1.1.5. "Deed of Undertaking" means the deed that is in the form set out in Appendix I of these Conditions of Tender, which is titled "Deed of Undertaking in relation to the Funding of the Land and the Development".

1.1.6. "Development" means the Church that the Lessee shall construct, operate, and maintain on the Land in accordance with the terms and conditions of this Tender.

1.1.7. "Foreign Donation" shall have the meaning ascribed to it in the Deed of Undertaking.

1.1.8. "Government" means the Government of the Republic of Singapore as a whole and includes its duly appointed servants, officers, and agents.

1.1.9. "Housing and Development Board" or "HDB" means the Housing and Development Board, as established under Section 3 of the Housing and Development Act (Cap. 129), which acts for and on behalf of the Government for the purposes of this Tender.

- 1.1.10. "Land" means the parcel of land at Lot 05119A Mk 10, with a site area of 3,000.2 square metres, which must be used for the sole and exclusive purpose of the Development.
- 1.1.11. "Land Price" means the amount which the Successful Tenderer has offered to pay for the Lease of the Land (which shall come from Local Funding sources), and which has been accepted by the Government through the issuance of a Letter of Acceptance.
- 1.1.12. "Lease" means the lease of Land that shall be granted to the Successful Tenderer on and subject to the terms of this Tender, and shall be substantially in the form set out in Appendix B of these Conditions of Tender.
- 1.1.13. "Lessor" means the President of the Republic of Singapore.
- 1.1.14. "Letter of Acceptance" means the letter issued by the Government accepting a Tenderer's Tender Offer.
- 1.1.15. "Local Funding" or "Local Funds" shall have the meaning ascribed to it in the Deed of Undertaking.
- 1.1.16. "Church" means the development that shall be constructed, operated, and maintained by the Successful Tenderer in accordance with the terms and conditions of this Tender (including the Deed of Undertaking).
- 1.1.17. "Parties" means the Government and the Successful Tenderer, and "Party" means any one of them.
- 1.1.18. "Project Completion Period" or "PCP" means forty-eight (48) months from the date of service of the Letter of Acceptance.
- 1.1.19. "Public Utility Licensee" refers to the person that has been granted a licence under applicable law for the carrying on of activities relating to electricity, gas, water, or other utilities support services.
- 1.1.20. "Relevant Period" shall have the meaning ascribed to it in the Deed of Undertaking.
- 1.1.21. "Statutory Declaration" means the statutory declarations in the form set out in Appendix J-1 and J-2 (as the case may be) of these Conditions of Tender.
- 1.1.22. "Successful Tenderer" or "Lessee" means the Tenderer whose bid for a Lease of the Land has been accepted by the Government.
- 1.1.23. "Temporary Occupation Permit" or "TOP" means the temporary occupation permit that is issued under the Building Control Act (Cap. 29).
- 1.1.24. "Tender" means the invitation to submit a bid for a Lease of the Land on and subject to the terms and conditions which are set out in all the Tender documents that have been made available to the Tenderer, inclusive of –
- (i) the Tender Brief;
  - (ii) these Conditions of Tender, including the draft Building Agreement and the draft Lease;
  - (iii) the Additional Conditions of Tender (Technical);
  - (iv) the Deed of Undertaking;
  - (v) the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees;

- (vi) the Technical Information (which includes relevant technical plans and the soil test report);
- (vii) the Form for Pre-Qualification;
- (viii) the Form of Tender;
- (ix) one (1) envelope labelled "Form for Pre-Qualification and Fixed Amount Deposit", and one (1) envelope labelled "Form of Tender";
- (x) any corrigenda issued by the Government;
- (xi) any correspondence exchanged between the Government and the Tenderer which is agreed to by the Government in writing as amplifying or modifying the terms and conditions of this Tender, or the Tenderer's Tender Offer;
- (xii) any formal agreement executed between the Parties; and
- (xiii) any other documents and forms enclosed in the Tender packet, including all schedules, appendices, and annexes to such documents as relevant.

1.1.25. "Tenderer" means a person who submits an offer for the Lease of the Land in accordance with the terms and conditions of this Tender.

1.1.26. "Tender Deposit" means the aggregate of:

- (i) the Fixed Amount Deposit under Condition 5.1.1 of these Conditions of Tender; and
- (ii) the Additional Amount Deposit under Condition 5.1.2 of these Conditions of Tender, if any,

which shall be submitted by a Tenderer in accordance with the terms of these Conditions of Tender, and which shall come from Local Funding sources.

1.1.27. "Tender Offer" means the proposal submitted by a Tenderer in response to the Tender which is called by the Government for a Lease of the Land.

1.1.28. "Term" refers to the thirty (30) year Lease that shall be granted to the Successful Tenderer on and subject to the terms and conditions of this Tender.

1.1.29. "Validity Period" shall have the meaning ascribed to it in Condition 8.5 of this Particulars and Conditions of Tender

1.2 Words importing the singular only shall also include the plural and vice versa where the context requires.

1.3 The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.

1.4 References to a person include any company, limited liability partnership, partnership, business trust, society, charity, unincorporated association or government agency (whether or not having separate legal personality).

1.5 Unless a contrary intention appears, a reference to "including" shall not be construed restrictively but shall mean "including without prejudice to the generality of the foregoing" and "including but without limitation".

1.6 Unless a contrary intention appears, "month" means calendar month and "day" means calendar day.

- 1.7 For the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.
- 1.8 Where the “Tenderer” or “Successful Tenderer” comprises more than one person, the obligations and liabilities of the Tenderer or Successful Tenderer (as the case may be) shall be the joint and several obligations and liabilities of those persons.
- 1.9 Where the “Tenderer” or “Successful Tenderer” is a society, a reference to the “Tenderer” or “Successful Tenderer” shall be taken to be a reference to the Tenderer’s or Successful Tenderer’s duly appointed trustees.
- 1.10 Unless a contrary intention appears, references to a Schedule or an Appendix shall mean a Schedule or Appendix attached to these Conditions of Tender. All Schedules and Appendices attached to these Conditions of Tender shall form an integral part of these Conditions of Tender, and the provisions thereof shall have the same force and effect as if expressly set out in this these Conditions of Tender.

## 2. General Terms

- 2.1. The Government shall grant a Lease of the Land to the Successful Tenderer for a Term of **thirty (30) years** on and subject to the terms and conditions set out in the Tender documents, including the draft Building Agreement at Appendix A, the draft State Lease at Appendix B, the Additional Conditions of Tender (Technical) at Appendix C, the Deed of Undertaking, and these Conditions of Tender. For the avoidance of doubt, the Government shall have the right to make reasonable amendments to the draft Building Agreement and State Lease prior to the execution of these documents, and the terms and conditions stipulated in the executed Building Agreement and State Lease shall be final and binding upon the Successful Tenderer.
- 2.2. The Successful Tenderer shall undertake, at its own cost and expense and through the usage of adequate and sustainable sources of Local Funding, to develop the Land so that it can be used for the sole and exclusive purpose of the Development. The development plans for the Land shall be subject to the written approval of the Government, as well as the approval of all other relevant Competent Authorities.
- 2.3. The Successful Tenderer shall be required to operate, manage, and maintain the Development at its own cost and expense throughout the Term.
- 2.4. The Land shall be leased out on a vacant basis, possession of which shall be delivered to the Successful Tenderer only upon full payment of the Land Price in accordance with these Conditions of Tender. The Successful Tenderer shall accept the Land on an “as is where is” basis in all aspects as at the date of delivery of possession of the Land. The Successful Tenderer shall not at any time:
  - 2.4.1. withhold payment of any amount which is due to the Government under this Tender or claim for a reduction in the Land Price;
  - 2.4.2. object to or refuse to take possession of the Land;
  - 2.4.3. delay or refuse to observe or perform any of the terms, conditions, or warranties specified in this Tender; or
  - 2.4.4. require the Government to remove any encroachment, building, structure, or thing present on, above, under, or within the Land, or claim for compensation in respect of such encroachment, building, structure, or thing.
- 2.5. Each Tenderer is deemed to have read and shall be bound by the terms and conditions set out in the Tender documents, including all additions, variations and amendments to any of the documents (including any plans, drawings, reports and other documents

referred to, mentioned in or appended or annexed thereto) that may be issued by the Government prior to the Closing Date, and notified to Tenderers.

- 2.6. Each Tenderer is deemed to be thoroughly acquainted by its own independent observations and enquiries as to all matters which can in any way influence its Tender price. No error, omission or mis-statement in the Tender documents, shall invalidate any Form of Tender, Building Agreement or Lease executed by the Successful Tenderer nor shall the same discharge the Successful Tenderer from his contract (including the Lease) or entitle him to any compensation whatsoever.
- 2.7. Notwithstanding anything in these Conditions of Tender, the Government shall have the sole and absolute discretion to rescind this Tender at any time prior to the issuance of a letter of award, or to make no award in respect of this Tender, without having to assign any reason or being liable in damages or compensation whatsoever.

### 3. Tender Packet

- 3.1. The Tenderer shall pay Singapore Dollars Fifty-Seven and Seventy Five cents only (S\$57.75) to the HDB for a "Tender Packet" which comprises the Tender documents.

### 4. Pre-qualification Criteria

- 4.1. To qualify for participation in this Tender, the Tenderer (and in the event of a Joint Tender Offer, each and every member of the Consortium that submits the Joint Tender Offer) shall fulfil each and every pre-qualification criterion set out in this Condition 4.1. Tender Offers which are submitted by Tenderers that do not meet any of the pre-qualification criterion set out in this Condition 4.1 shall not be considered.

#### Registration Status

- 4.1.1. The Tenderer shall be established or constituted for the advancement of religion and registered as one of the following entities:

- (a) a society registered under the Societies Act (Chapter 311);
- (b) a company limited by guarantee incorporated under the Companies Act (Chapter 50); or
- (c) a registered or exempt charity under the Charities Act (Chapter 37).

Where a Tender Offer has been submitted by a Consortium, each and every member of the Consortium shall be registered in accordance with the aforementioned criteria.

#### Community Support and Involvement

- 4.1.2. The Tenderer shall demonstrate to the satisfaction of the Government how it has been involved in, contributed to, and supported the community by submitting a duly completed copy of the form in paragraph 2 of the -Form for Pre-Qualification. This duly completed form shall state the activities that the Tenderer has organized each year that best demonstrates the Tenderer's contribution to the wider local community, for the three (3) years that precede the Tender Offer, and explain how each of these three activities (be it religious activities, volunteer activities, or community events) have involved and/or benefited the wider community in Singapore.

Where a Tender Offer has been submitted by a Consortium, each and every member of the Consortium shall demonstrate how it has been involved in and/or benefited the wider community in Singapore.

The Government shall not consider a Tender Offer if it is reasonably of the view that the Tenderer (or in the event of a Consortium bid, any member of the Consortium) has not demonstrated involvement in, contribution to, and support of the wider community.

#### Need for space

- 4.1.3. The Tenderer shall demonstrate to the satisfaction of the Government, the Tenderer's need for the Land to support the Tenderer's religious worship activities, by submitting a duly completed copy of the form in paragraph 3 of the Form for Pre-Qualification.

Where a Tender Offer has been submitted by a Consortium, each and every member of the Consortium shall demonstrate to the satisfaction of the Government, its need for the Land to support its religious worship activities.

The Government shall not consider a Tender Offer if it is reasonably of the view that the Tenderer (or in the event of a Consortium bid, any member of the Consortium) has not demonstrated a genuine need for space to conduct its religious worship activities.

- 4.2. The Government shall have the right to disqualify and not consider Tender Offers submitted by Tenderers who fall within the following categories of societies, companies and charities:
- 4.2.1. Tenderers who are debarred from participating in public sector tenders;
  - 4.2.2. Tenderers against which court proceedings for winding up have been commenced or Tenderers that are in liquidation;
  - 4.2.3. Tenderers that have been placed or will be placed under receivership or Tenderers that will have a receiver appointed to manage their affairs;
  - 4.2.4. Tenderers that have been placed under judicial management [or the management of a person duly appointed by a court or authority of competent jurisdiction at their respective place of incorporation or origin ("duly appointed person")] or for which an application has been made for the appointment of judicial manager (or duly appointed person);
  - 4.2.5. Tenderers that have been or are the subject of a criminal investigation or criminal court proceedings;
  - 4.2.6. Tenderers that have been or are under investigation pursuant to section 8 of the Charities Act; and
  - 4.2.7. Tenderers who have at least one (1) director, member, committee member or Pro-Tem member or trustee, as the case may be, that has been convicted of a criminal offence related to fraud or dishonesty.
- 4.3. Tenderers shall furnish all documents as may be required to satisfy the Government that the Tenderer meets each and every pre-qualification criterion set out in this Condition 4.
- 4.4. Condition 4.1.1 shall be a continuing obligation which the Successful Tenderer is subject to throughout the entire Term of the Lease. Therefore, the Successful Tenderer must, throughout the entire Term of the lease, continue to be established or constituted for the advancement of religion and remain a registered society, a company limited by guarantee or a registered or exempt charity, as the case may be.
- 4.5. The Successful Tenderer shall at any time during the Term of the Lease, and within fourteen (14) days of a written request from the Government, furnish all documents as may be required to satisfy the Government that the Successful Tenderer is not in breach of its continuing obligation in Condition 4.1.1.

5. Tender Deposit

5.1. Each Tenderer shall, at the time of submission of its Tender Offer, pay a Tender Deposit which shall be as follows:-

5.1.1. an amount of S\$150,000 (the "Fixed Amount Deposit") shall be submitted in the envelope labelled "Form for Pre-Qualification and Fixed Amount Deposit" that is provided for in the Tender Packet; and

5.1.2. where the Fixed Amount Deposit is less than 5% of the tendered price, an additional amount (the "Additional Amount Deposit") which shall not be less than the difference between the amount of 5% of the tendered price and the Fixed Amount Deposit, shall be submitted in the envelope labelled "Form of Tender" that is provided for in the Tender Packet.

5.2. The Tender Deposit shall be paid at the time of submission of the Tender Offer and in the following manner:

5.2.1. by way of one or more Cashier's Order(s) drawn in Singapore Currency and made out in favour of the "Housing and Development Board" and crossed "A/C Payee Only". The Tenderer shall write its name and address, and the Tender reference number clearly on the reverse side of Cashier's Order(s);

5.2.2. by way of Banker's/Insurance Guarantee(s) drawn in Singapore Currency made out in favour of the "Housing and Development Board" in the prescribed format as shown in Appendix G-1 or Appendix G-2, as the case may be. For Joint Tenders, the names of each and every member of the Consortium must appear in the Banker's/Insurance Guarantee(s); or

5.2.3. by a combination of the abovementioned two methods for the total sum equivalent to the Tender Deposit.

Payment in cash or by cheque or any other means, saved as provided herein, **WILL NOT BE ACCEPTED**. If the Tenderer fails to comply with any of the conditions herein, the Tender Offer shall be disqualified.

5.3. If a Tenderer

5.3.1. amends or withdraws its Tender Offer after the Closing Date;

5.3.2. submits a Tender Offer that is disqualified by reason of non-compliance with any of the submission requirements set out herein (including a failure to meet any of the pre-qualification criterion); or

5.3.3. fails to observe or perform or to ensure the due performance of any of the provisions of these Conditions of Tender,

the Government shall have the right to forfeit the Tender Deposit, and where the Tender Deposit has been made by way of a guarantee, the Government shall have the right to call upon the guarantee. Save as aforesaid, the Tender Deposit shall be returned to all unsuccessful Tenderers within twenty (20) weeks from the Closing Date and thereafter unsuccessful Tenderers shall have no claim whatsoever against the Government and/or HDB.

5.4. No part of the Tender Deposit shall be funded with any Foreign Donation.

6. Gifts, Inducements and Rewards

6.1. The Government shall be entitled to immediately terminate or rescind the Awarded Tender (including any contract entered into pursuant to the Awarded Tender) and recover from the

Successful Tenderer the amount of any loss resulting from such termination or rescission if:

6.1.1. the Successful Tenderer, or any person employed by or acting on behalf of the Successful Tenderer, has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:

- (a) doing or forbearing to do or for having done or forborne to do any act in relation to the Tender; or
- (b) showing favour or disfavour to any person in relation to any other public sector contract; or

6.1.2. the Successful Tenderer, or any person employed by or acting on behalf of the Successful Tenderer has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

6.2. In this Condition 6:

6.2.1. "Anti-Corruption Laws" means:

- (a) Chapter IX of the Penal Code (Cap. 224);
- (b) the Prevention of Corruption Act (Cap. 241); and
- (c) any other applicable law including any foreign law which:
  - (i) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person; or
  - (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

## 7. Separate Envelopes for Form for Pre-Qualification and Form of Tender

7.1. The Tenderer shall seal the duly completed Form for Pre-Qualification and the Fixed Amount Deposit (but not the Additional Amount Deposit) in the envelope labelled "**Form for Pre-Qualification and Fixed Amount Deposit**" that is provided for in the Tender Packet.

7.2. The Tenderer shall seal the duly completed Form of Tender and the Additional Amount Deposit (if any) and the Deed of Undertaking in the envelope labelled "**Form of Tender**" that is provided for in the Tender Packet.

## 8. Submission of Tender

8.1. All Tender Offers shall be submitted in the names of the Principals only. Tender Offers that are submitted in the names of the Principals and their nominees, or in the sole name of the nominees, or in the names of persons who expressly declare themselves to be agents or attorneys for and on behalf of their Principals (notwithstanding the disclosure of the names or identities of their Principals at the time of submission of Tenders) shall be liable to be disqualified at the sole and absolute discretion of the Government.

8.2. The Tenderer shall:

8.2.1. deposit the sealed envelope labelled "Form of Tender"; and

8.2.2. at the same time, deposit the sealed envelope labelled "Form for Pre-Qualification and Fixed Amount Deposit",



in the Tender Box at HDB's Procurement Office, Basement 1, HDB HUB, 480 Lorong 6 Toa Payoh, Singapore 310480, **between 9.00 am and 12.00 pm on 5 March 2020 (Thursday) ("Closing Date")**.

- 8.3. The following Tender Offers will not be considered:
- 8.3.1. any Tender Offer submitted without the Form for Pre-Qualification, Form of Tender, and Tender Deposit; or
  - 8.3.2. any Tender Offer submitted after 12:00 pm on the Closing Date.
- 8.4. No Tender Offer may be withdrawn or amended after the Closing Date.
- 8.5. Tender Offers shall remain valid for a period of twenty (20) weeks from the Closing Date or such longer period as may separately be agreed in writing between the Government and the Tenderer (the "Validity Period").
- 8.5.1. If the Tenderer does not agree to extend the validity of his Tender Offer beyond the period of twenty (20) weeks, his Tender Offer will lapse on the expiry of the said period, and if the tender is awarded after the said period, the Government reserves the right to accept any of the other Tender Offers whose validity has been extended beyond the twenty (20) week-period by mutual agreement of the parties. The Tenderer shall have no claim whatsoever against the Government and/or HDB in relation to the matters mentioned in this Condition 8.5.1.
- 8.6. The Government shall be under no obligation to accept the highest priced, or any Tender Offer.
- 8.7. In no event will any expense incurred by the Tenderer in the preparation or submission of its Tender Offer or subsequent clarifications be borne by the Government or HDB.

9. Consortium

- 9.1. In this Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 9.2. The following shall apply if a Tender Offer is submitted by a Consortium:
- 9.2.1. each member of the Consortium must meet each and every pre-qualification criterion set out these Conditions of Tender, and sign the Form of Tender before submitting the same;
  - 9.2.2. no Consortium shall include a member who has been debarred from public sector tenders;
  - 9.2.3. after the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the Government. Changes made without the Government's prior written approval may render the Tender Offer liable to be rejected;
  - 9.2.4. the Tender Offer is to be submitted by a member of the Consortium (the "Lead Member");
  - 9.2.5. the following documents and information must be submitted with the Tender Offer in the envelope labelled "**Form for Pre-Qualification and Fixed Amount Deposit**":
    - (a) a completed copy of the Letter of Confirmation which is prescribed in Appendix F of these Conditions of Tender;

- (b) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium, the terms of which shall not be inconsistent with any provision of the Tender documents; and
- (c) Documentary proof, in the form prescribed in Appendix E of these Conditions of Tender, that the Lead Member is authorised by all members of the Consortium to submit and sign the Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the Consortium. In addition to a duly signed and completed copy of Appendix E, the Lead Member shall also submit documentary proof that can be in the form of: (i) relevant provision(s) in the certified copy of the consortium or partnership agreement; or (ii) certified copies of powers of attorney from each member of the Consortium;
- (d) information with respect to: (i) the legal relationship among the members of the Consortium; (ii) the role and responsibility of each member of the Consortium; and (ii) the address of the Consortium to which the Government may send any notice, request, clarification or correspondence; and
- (e) such other information that the Government may require.

9.2.6. if the Government issues a Letter of Acceptance to a Consortium:

- (a) the Letter of Acceptance may be issued in accordance with the provisions of these Conditions of Tender to the address of the Lead Member of the Consortium given in the Tender Offer;
- (b) the issuance by the Government of a Letter of Acceptance to the Lead Member in accordance with the provisions of these Conditions of Tender shall create a binding contract on all the members of the Consortium;
- (c) each member of the Consortium shall be jointly and severally responsible for all obligations and liabilities under the Awarded Tender;
- (d) all members of the Consortium shall be required to sign formal agreements in the appropriate form with the Government (including the Building Agreement and the State Lease). Until the formal agreements are prepared and executed, the Consortium's Tender Offer together with the Government's Letter of Acceptance, shall constitute a contract binding on all the members of the Consortium; and
- (e) in the event that any member of the Consortium withdraws from the Consortium or ceases at any point in time to be registered in accordance with Condition 4.1.1, the Government shall have the right to rescind any Letter of Acceptance or terminate any contract that has been entered into, without being liable in damages or compensation.

10. Two stage Tender

10.1. Tender Offers will be evaluated in the following manner:

- 10.1.1. Stage 1: Tenderers must meet all the pre-qualification criteria set out in Condition 4.1 in order to be considered for the second stage of the Tender evaluation.
- 10.1.2. Stage 2: Source of funding and tendered price –Tenderers that satisfy the pre-qualification criteria under Stage 1 above shall first be evaluated based on the Tenderer's ability to fund the Land Price, and development costs, and operating costs without reliance on Foreign Donations. Tenderers shall show that they have adequate and sustainable sources of Local Funding to acquire the Land,

and to develop the Land as a Church in accordance with the Tender specifications. In this regard, each Tenderer shall be required to submit a duly executed Deed of Undertaking in the form set out in Appendix I, and shall submit two (2) Statutory Declarations in the form set out in Appendix J-1, duly executed by two different responsible officers of the Tenderer as defined in Appendix J-1. Tender Offers that meet this requirement shall then be assessed based on the tendered price.

## 10.2. Source of Funding

10.2.1. The Tenderer shall demonstrate that it has adequate and sustainable sources of Local Funding to fund the purchase price (i.e., the Land Price) and development cost and operating cost of the Church without relying on Foreign Donations. To this end, the Tenderer (or where the Tenderer is a Consortium, each and every member of the Consortium) shall submit the following documents together with its Tender price in the envelope labelled "Form of Tender" –

- (a) A duly executed Deed of Undertaking in the form set out in Appendix I of these Conditions of Tender;
- (b) Duly executed Statutory Declarations in the form set out in Appendix J-1 of these Conditions of Tender. These Statutory Declarations shall be made by two (2) different responsible officers (as defined in Appendix J-1) of the Tenderer or where the Tenderer is a consortium, by two (2) different responsible officers of each and every Consortium member;
- (c) The audited annual financial accounts for the three (3) financial years preceding the Closing Date. The financial accounts shall comply with all prevailing accounting standards, and include information such as the Tenderer's income, expenditure and reserves available;
- (d) Records of all cash and in-kind donations of \$10,000 or more that has been received from any source, whether local or foreign, in the three (3) years preceding the Closing Date;
- (e) The proposed sources of Local Funding which the Tenderer intends to rely upon to acquire, develop and operate the Church. The Tenderer shall indicate the proposed sources of Local Funding and corresponding amount of funding that it intends to drawn upon from each local source.
- (f) The projected development and operational costs for the Church. The Tenderer shall indicate the projected costs required to develop and operate the development (projected annual expenditure after the development is completed).

10.2.2. Tenderers will not be considered for further evaluation if they fail to submit any of the documents specified in Condition 10.2.1, or if any of the information provided in the documents is inaccurate or untrue, or if there has been a non-disclosure of material information. Where the Tender Offer is submitted by a Consortium, each and every member of the Consortium shall submit the documents specified in Condition 10.2.1.

10.3. The Tender price will be considered if and only if the Tenderer is able to demonstrate to the satisfaction of the Government that the Tenderer has adequate and sustainable sources of Local Funding to fund the Land Price, to develop the Land and to operate the Development.

10.4. In the event that two or more Tender Offers have the same highest Tender price and the Government has, after having evaluated all the Tender Offers, assessed that either of these highest Tender Offers may be accepted, the Government shall on or before expiry of the Validity Period, carry out a ballot of the highest Tender Offers to select one of them for acceptance. The Tenderers who submitted these highest Tender Offers shall be invited to witness the ballot on such date and time that is specified in the Government's invitation

to the Tenderers. If any of these Tenderers does not wish or is not able to attend the ballot, the Government shall carry out the ballot in the presence of two other parties as the Government may select, as long as these two parties are not involved in any stage of the process for the Tender of the Land.

- 10.5. In addition to the Statutory Declarations that are submitted to the Government under Condition 10.2.1(b), the Successful Tenderer shall, within fourteen (14) days of the end of the Relevant Period (as defined in the Deed of Undertaking), submit two (2) Statutory Declarations in the form set out in Appendix J-2 of these Conditions of Tender, duly executed by two different responsible officers of the Successful Tenderer (as defined in Appendix J-2). A failure to submit the aforementioned Statutory Declarations by the stipulated deadline shall be a breach of the Building Agreement and State Lease.

## 11. Acceptance of Tender Offer

- 11.1. The Successful Tenderer shall be informed of the acceptance of its Tender Offer by a Letter of Acceptance sent via registered post to the address given in its Form of Tender. The Letter of Acceptance shall be deemed to be duly served on the Successful Tenderer two (2) clear business days after dispatch and in proving service of the same, it shall be sufficient to prove that the envelope containing the Letter of Acceptance was properly addressed to the Successful Tenderer and posted by registered post.

## 12. Payment of Land Price and Signing of Building Agreement

- 12.1. The Successful Tenderer shall pay the Land Price by Cashier's Order(s) (made payable to the "Commissioner of Lands, SLA") to the Government as follows:
  - 12.1.1. Where the Tender Deposit or part thereof has been paid by way of a Banker's Guarantee(s)/Insurance Guarantee(s), the Successful Tenderer shall within seven (7) days of the date of acceptance of his Tender Offer, pay a sum equivalent to the Tender Deposit, failing which the Government shall be entitled to call upon the Banker's Guarantee(s)/ Insurance Guarantee(s);
  - 12.1.2. Within twenty-eight (28) days of the date of acceptance of its Tender Offer, the Successful Tenderer shall pay twenty-five percent (25%) of the Land Price (less the amount that have been paid under Conditions 5.1 or 12.1.1, as the case may be) together with any Goods and Services Tax (GST) chargeable at the prevailing rate; and
  - 12.1.3. Within ninety (90) days of the date of acceptance of its Tender Offer, the Successful Tenderer shall pay the remaining seventy-five percent (75%) of the Land Price together with any GST chargeable at the prevailing rate.
- 12.2. No part of the Land Price shall be funded with any Foreign Donation.
- 12.3. The Successful Tenderer shall sign the Building Agreement in duplicate within two (2) weeks from the receipt and acceptance by the Government of the full Land Price, or within such other extended period that the Government may stipulate.
- 12.4. The Successful Tenderer shall also sign the State Lease on such date and time stipulated by the Government.

## 13. Submission of Detailed Plans after Award

- 13.1. Upon award of Tender, the Successful Tenderer shall submit detailed plans/drawings, that are in full accordance with the planning parameters and requirements stated in the Tender documents, to the Government for approval and endorsement before submitting the same to the Competent Authority under the Planning Act for formal planning permission and to other relevant Competent Authorities for approval before commencement of works.

14. Description and Condition of Land

- 14.1. The Land shall be deemed to be correctly described in all aspects and shall be leased subject to all easements and rights (if any) subsisting thereon and moreover without any obligation on the part of the Government to define the same, respectively. The Land is open to inspection and may be viewed on written request to the Government. Each Tenderer shall be deemed to have submitted its Tender Offer with full knowledge of the actual area and the condition of the Land and shall not raise any objection or requisition whatsoever in respect thereof.
- 14.2. Without prejudice to the generality of the foregoing, each Tenderer shall also be deemed to have notice of the actual state and other condition of the Land as regards access, ingress and egress, drainage, utility services, easements, rights of way and all other encumbrances, structures or things, if any, affecting the Land and shall not raise any objection or requisition whatsoever in respect thereof.
- 14.3. The Successful Tenderer may be required to divert some existing utility services such as pipes and cables (which may run underground, overhead, or on ground) and the cost of such diversion (if any) shall be borne by the Successful Tenderer and shall be paid forthwith on demand to the Public Utilities Board, the Public Utilities Licensees, PowerGrid Ltd or other relevant Competent Authorities. It is the Tenderer's responsibility to ascertain, at its own cost and expense, whether such diversion will be required should it be awarded the Tender.

15. Completion of Development

- 15.1. As soon as the Successful Tenderer has been duly served with the Letter of Acceptance, it shall prepare and submit to the Government for approval a draft Building Programme for the Development.
- 15.2. The Successful Tenderer shall at its own cost and expense, construct and obtain Temporary Occupation Permit or Permits for the whole of the Development within the Project Completion Period ("PCP") of **forty-eight (48) months** from the date of service of the Letter of Acceptance.
- 15.3. The Successful Tenderer may, if it requires more time to complete the Development, apply in writing to the Government, with supporting reasons, for an extension of the Project Completion Period in accordance with the applicable clauses in the Building Agreement. Upon receipt of the Successful Tenderer's written application, the Government may, in its absolute discretion, agree to grant to the Successful Tenderer an extension of the Project Completion Period, subject to the Successful Tenderer's payment of an agreed sum (i.e., a PCP Extension Premium) computed in the manner and at the rates set out in Schedule 2 of the Building Agreement, and such other terms and conditions as the Government thinks fit to impose.
- 15.4. The draft Building Programme shall be in the form set out in Appendix H and shall stipulate within the Project Completion Period, the respective dates for completion of the various stages of development, and the proposed date of obtaining the Temporary Occupation Permit or Permits. The Successful Tenderer shall make such amendments to the draft Building Programme as the Government may deem fit and the decision of the Government shall be final.
- 15.5. The Successful Tenderer shall comply with these Conditions of Tender, the Additional Conditions of Tender (Technical) in the construction and completion of the Development. The Development shall be deemed to be completed only upon the grant of Certificate of Statutory Completion in respect of the whole of the Development by the relevant Competent Authority.
- 15.6. The Successful Tenderer shall at all times at its own cost and expense ascertain, observe and comply with the following:

- 15.6.1. the provisions of all Acts of Parliament, subsidiary legislation, rules, regulations, orders, by-laws and other statutory provisions in force from time to time that are applicable in relation to the Land and / or the development; and
- 15.6.2. all terms, conditions, requirements, directions, directives, notices, codes, guidelines, and circulars imposed or issued by all relevant Competent Authorities and Public Utility Licensees and all other public authorities from time to time that are applicable in relation to the Land and / or the development.
- 15.7. Without prejudice to the generality of Condition 15.5, the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees are set out in the Additional Conditions of Tender (Technical) for the convenience of Tenderers. Whilst every care and attention has been taken in the compilation and preparation of these conditions and requirements, the Government and HDB does not warrant that they constitute an exhaustive list of the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees in respect of the development or that these conditions and requirements are free from error or omission. Further, these conditions and requirements may be changed from time to time by the relevant Competent Authorities and Public Utility Licensees and the onus lies on the Tenderer to verify the latest and full set of conditions and requirements with the Competent Authorities and Public Utility Licensees directly and comply with all such conditions and requirements. The Government and HDB hereby disclaims all liability, and Tenderers shall have no claim against the Government or HDB for any loss or damage that may be connected with any error or omission in these conditions and requirements.
16. Hoarding and Signboard
- 16.1. Within one (1) month from the date of the commencement of the Lease, the Successful Tenderer shall erect or cause to be erected a continuous hoarding all around the boundary of the Land and put up signboards which clearly indicate the type of development and the duration of the construction work. The Successful Tenderer shall maintain the hoarding and signboard in good condition until the completion of the entire Development, and shall make such amendments to the signboard (including the contents thereof) as the Government may require.
17. Cadastral Survey
- 17.1. The cadastral survey of the Land and the balance lot(s) has been carried out by a land surveyor registered with the Land Surveyors Board under the Land Surveyors Act (Cap. 156) in accordance with the Boundaries and Survey Maps (Conduct of Cadastral Surveys) Rules. The surveyed area shown in Certified Plan No. 90530 approved by the Chief Surveyor shall be adopted for the Lease of the Land.
- 17.2. The Successful Tenderer shall pay the HDB the sum of \$2,345.49 being the fees, costs and disbursements in connection with the carrying out of cadastral survey of the Land and the balance lot (s) together with GST of \$164.18 without demand within twenty-eight (28) days from the date of service of the Letter of Acceptance.
- 17.3. For the avoidance of doubt, the Government and HDB disclaims all liability, and the Successful Tenderer shall not have any claim against the Government or HDB for any negligence, error or omission whatsoever on the part of the land surveyor in carrying out the cadastral survey of the Land or for any error or inaccuracy whatsoever in any cadastral survey plan or any other plan which is prepared or provided by the land surveyor in respect of the Land.
- 17.4. No part of the amount that is payable to Government under this Condition 17 shall be funded with any Foreign Donation.

18. Amendment of Boundary

- 18.1. Notwithstanding anything herein, the Government reserves the right to re-define in any way it deems fit any boundary of the Land as may be indicated on any plan including the Location Plan, Site Plan, Topographical Survey Plan and Certified Plan contained in the Tender Packet at any time whether before, on/during or after the Closing Date.
- 18.2. Each Tenderer shall be deemed to have full notice and knowledge of any re-defined boundary as may be declared or notified to him in a written notice by the Government and shall be taken to have accepted any re-defined boundary of the Land.

19. Cost and Expenses

- 19.1. The Successful Tenderer shall forthwith pay on demand: -
- 19.1.1. all costs incurred by the Singapore Land Authority, including fees, cost of preparation of plans and subdivision fees in respect of the Land and the balance lots, and other costs and expenses incidental thereto or arising therefrom;
- 19.1.2. all stamp duties, registration fees and sealing fees payable in respect of the Lease and all other expenses incurred or to be incurred in connection with the preparation, completion and/or registration of the Building Agreement and the Lease and matters incidental thereto or arising therefrom; and
- 19.1.3. all costs and fees legal or otherwise including costs as between solicitors and client (on a full indemnity basis) in connection with the enforcement by the HDB and/or the Government of the covenants and conditions of the Building Agreement and the Lease.
- 19.2. No part of the amount that is payable to HDB, SLA or the Government under this Condition 19 shall be funded with any Foreign Donation.

20. Goods and Services Tax

- 20.1. Unless otherwise stated, all sums payable under this Tender shall be **exclusive** of Goods and Services Tax. Each Tenderer and the Successful Tenderer shall pay such amounts of Goods and Services Tax that is chargeable at the prevailing rate in relation to the lease of the Land under the terms of this Tender. Each Tenderer and the Successful Tenderer shall indemnify the HDB and the Government against Goods and Services Tax chargeable in respect of any such sums payable by the Tenderer/ Successful Tenderer under the terms of or in connection with this Tender or in respect of any payment made by the HDB or the Government where the Tenderer or the Successful Tenderer hereby agrees in this Tender to reimburse the HDB or the Government for such payment.
- 20.2. No part of the amount that is payable to HDB or the Government under this Condition 20 shall be funded with any Foreign Donation.

21. Non-Assignment, Mortgage, etc.

- 21.1. The Successful Tenderer and/or its duly appointed trustees (where the Successful Tenderer is a society) shall not assign, transfer, demise, mortgage, charge, sublet or otherwise part with possession of the Land or the development thereon or the benefit of the Lease or Building Agreement or any part thereof without the prior written consent of the Government, which consent may be given or withheld at its absolute discretion. The Government reserves the right to impose any terms and conditions as it shall in its sole and unfettered discretion deem fit and which terms and conditions may include the levy of a fee and the payment of such costs and expenses that the Government may incur in relation to the grant of its consent. Section 17 of the Conveyancing and Law of Property Act (Chapter 61) shall not apply.

- 21.2. For the purpose of Condition 21.1, the receipt of consideration (whether in the form of cash, cheque, cashier's order, banker's/insurance guarantee, shares, or otherwise) by the Successful Tenderer or its duly appointed trustees from any person for the purpose of booking or reserving with a view to purchasing or leasing or as a deposit under the term of an option or agreement to purchase or to lease the Land or any part thereof without the prior written consent of the Government shall be deemed to be a breach of Condition 21.1 hereof.

22. Building Agreement Forms Part of the Conditions of Tender

- 22.1. The Building Agreement, and Additional Conditions of Tender (Technical) shall be deemed to form part of these Conditions of Tender, as if all the terms and conditions were specifically set forth at length in these Conditions of Tender.
- 22.2. Each Tenderer shall be deemed to have read and shall be bound with full notice and knowledge of the contents of all the Tender documents.

PROVIDED HOWEVER that if there is any conflict or inconsistency between the provisions of the Building Agreement and these Conditions of Tender or the Additional Conditions of Tender (Technical), the provisions of the Building Agreement shall prevail to the extent of the conflict or inconsistency.

23. Breach

- 23.1. If the Successful Tenderer has for any reason:
- 23.1.1. failed to sign the Building Agreement within two (2) weeks from the receipt and acceptance by the Government of the full Land Price or within such other extended period that the Government may stipulate;
  - 23.1.2. failed to sign the State Lease on such date and time stipulated by the Government;
  - 23.1.3. fails to construct the Development in accordance with the building plans that have been approved by the relevant competent authorities;
  - 23.1.4. failed to observe or perform or failed to ensure the due performance of any of the terms of this Tender including the terms of the Deed of Undertaking;
  - 23.1.5. failed to remain registered in accordance with Condition 4.1.1 at any time during the Term of the Lease;
  - 23.1.6. without the prior written approval of the Government, used the Land otherwise than for the purpose permitted by the Lease;
  - 23.1.7. permitted any person other than a sub-lessee that has been approved by Government to use any part of the Land;
  - 23.1.8. assigned, transferred, demised, mortgaged, charged, underlet or parted with the possession of the Land or any part thereof without obtaining the prior written consent of the Government; or
  - 23.1.9. made a misleading or false statement or omission in any document that is submitted as part of the Tender Offer (including the Deed of Undertaking, and the Statutory Declarations);

then without prejudice to all other rights or remedies available, the Government (as the case may be) shall have the right to forfeit the Tender Deposit and the Land Price, as well as all other moneys paid by the Successful Tenderer under this Tender. Further, the Government shall have the right to re-dispose of the Land and any interest therein and in



the Development (whether construction thereof has commenced or not) as if the Successful Tenderer never submitted a Tender Offer for the Land.

- 23.2. For the purpose of a re-disposal pursuant to Condition 23.1 above, such re-disposal may be by public auction, private treaty or tender subject to such conditions and in such manner as the Government may think fit and any deficiency in the proceeds (if any) arising from such re-disposal or attempted re-disposal shall be made good and paid for by the Successful Tenderer to the Government and shall be recoverable by the Government against the Successful Tenderer as damages but any increase of proceeds on a re-disposal shall belong to the Government absolutely.
- 23.3. For the avoidance of doubt, where the Successful Tenderer is a Consortium comprising two or more persons, then each and every member of the Consortium shall be jointly and severally liable for any act, omission, or breach of obligation, including a breach under Condition 23.1.

24. Debarment

- 24.1. Without prejudice to all other rights and remedies available at law:
- 24.1.1. the Government shall have the right to debar the Successful Tenderer or any Tenderer that has engaged in any activity or conduct that has resulted or will result in a violation of any anti-corruption laws, regardless of the amount involved, from participating in all public sector tenders for a minimum period of five (5) years; and
- 24.1.2. the Government shall have the right to debar the Successful Tenderer from participating in all public sector tenders for such period as the Government may at their discretion deem fit, if there has been any failure on the part of the Successful Tenderer to observe or perform any of the terms and conditions of this Tender (which includes the Deed of Undertaking).

25. Additional Conditions

- 25.1. The Tenderer shall at all times adhere to any additional conditions which may be stipulated in respect of the Lease of the Land and the Development proposed thereon.

26. Indemnity

- 26.1. The Successful Tenderer shall be solely liable for and shall indemnify and keep indemnified, the HDB and the Government in respect of all liabilities, losses, damages, injuries, actions, claims, demands, and costs (including legal costs on a full indemnity basis and experts' and consultants' fees), which may be paid by or suffered by the HDB and the Government arising out of or in connection with any act or omission on the part of the Successful Tenderer or any of its directors, officers, personnel, employees, servants or agents under this Tender, including any non-observance or breach of any of the conditions stipulated in Condition 23.1.

27. Contracts (Rights of Third Parties) Act Not Applicable

- 27.1. A person who is not a party to the resultant contract between the Government of Singapore and the Successful Tenderer, shall have no rights whatsoever under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms, save that the Housing and Development Board may enjoy the benefit of, or enforce the terms of the contract in accordance with the provisions of the Contracts (Rights of Third Parties) Act.

28. Confidentiality

28.1. Except with the consent in writing of the Government, the Tenderer shall not disclose to any person (other than employees, servants and agents on a "need- to-know" basis for the purposes of preparing or submitting a Tender Offer or subsequent clarifications) the Tender documents, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Government.

28.2. The Government may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the Government in connection with this Tender.

29. Governing Law

29.1. All Tender Offers submitted pursuant to this Tender and any resultant contracts shall be governed by the laws of the Republic of Singapore.

30. Corrigenda

30.1. The Government reserves the right to amend any terms in, or to issue supplementary terms to this Tender at any time prior to the Closing Date.

31. Disclaimer

31.1. The Tender documents may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Government and HDB shall not be liable to any Tenderer for any information in the Tender documents which is incomplete or inaccurate.

31.2. Neither the Government nor the HDB shall be liable for any loss of revenue or profit or increased expenses or indirect or consequential losses arising from or in connection with any failure to comply with its legal obligations in conducting this Tender, considering or evaluating any Tender Offer or accepting any Tender Offer. Any liability shall be limited to the costs of preparing and submitting the Tender Offer reasonably incurred by the Tenderer.

32. Continuing Effect of Terms and Conditions

32.1. Notwithstanding the completion of the Development, or the issuance of the Building Agreement and/or the State Lease for the Land, all terms and conditions set out the Awarded Tender and any revisions made thereto shall remain in full force and effect in so far as the same are not fulfilled or performed, and shall not merge in the issuance of the Building Agreement and/or the State Lease to the Successful Tenderer.

DRAFT

**BUILDING AGREEMENT**

This AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the President of the Republic of Singapore ("the LESSOR") of the one part

AND

---

("the LESSEE") of the other part.

**WHEREAS**

- A The LESSEE has agreed at the LESSEE's own cost and expense to build on the Land more particularly described in the First Schedule hereto, a substantial building or buildings for the purposes of operating and maintaining a Church in accordance with the terms and conditions hereinafter referred to.
- B The LESSOR has agreed to grant to the LESSEE a lease of the Land for a term of **thirty (30) years** commencing from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ subject to payment by the LESSEE of the Land Price, the receipt whereof the LESSOR hereby acknowledges, and to the terms and conditions, exceptions, easements, and reservations contained in or referred to in the State Lease, and subject further to the provisions contained in the prevailing edition of the State Lands Act (Chapter 314) and any amendments made thereto except that no royalty shall be reserved to the LESSOR under Section 7(1)(a) of the State Lands Act for granite, sand, clay, laterite, red earth, iron stone, gravel or puddle (the "Excluded Mines and Minerals") found in or upon the Land if the Excluded Mines and Minerals is removed, extracted or excavated by the LESSEE for the purpose of the Development referred to herein and the removal, extraction or excavation is directly incidental to and reasonably necessary for the Development.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings ascribed to them:

1.1.1. "Awarded Tender" means –

(a) all the terms and conditions which are stipulated in the Government's invitation to submit a bid for the Lease of the Land, inclusive of:

- (i) the Tender Brief;
- (ii) the Conditions of Tender;
- (iii) the Additional Conditions of Tender (Technical);
- (iv) the Deed of Undertaking;
- (v) the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees;

- (vi) the Technical Information (which includes relevant technical plans and the soil test report);
- (vii) the Form for Pre-Qualification;
- (viii) the Form of Tender;
- (ix) any corrigenda issued by the Government; and
- (x) any other documents and forms enclosed in the Tender packet;

including all schedules, appendices, and annexes to such documents as relevant.

- (b) the offer which the LESSEE has submitted in response to the Government's invitation to submit a bid for the Lease of the Land, including any correspondence exchanged between the Government and the LESSEE which is agreed to by the Government in writing as amplifying or modifying the terms and conditions of the Government's invitation or the LESSEE's offer; and
- (c) the letter issued by the Government accepting the LESSEE's offer.

- 1.1.2. "Building" shall have the meaning ascribed to it in the Building Control Act (Cap 29).
- 1.1.3. "Certificate of Statutory Completion" means the certificate of statutory completion issued under the Building Control Act (Cap. 29).
- 1.1.4. "Church" means the development that shall be constructed, operated, and maintained by the LESSEE in accordance with the terms and conditions of the Awarded Tender, this Agreement, and the Lease.
- 1.1.5. "Competent Authority" means the person that has been appointed to be responsible for the operation of an Act of parliament or part or provision thereof.
- 1.1.6. "Deed of Undertaking" means the deed titled "Deed of Undertaking in relation to the Funding of the Land and the Development, which has been executed by the LESSEE on \_\_\_\_\_[date], and which forms an integral part of this Agreement.
- 1.1.7. "Development" means the Church that the LESSEE shall construct, operate, and maintain on the Land in accordance with the terms and conditions of the Awarded Tender and this Agreement.
- 1.1.8. "Foreign Donation" shall have the meaning ascribed to it in the Deed of Undertaking.
- 1.1.9. "GST" means any goods and services tax payable under the Goods and Services Tax Act (Cap. 117A) or any other taxes, levies, or charges of a similar nature which may be substituted for or levied in addition to any such tax, by whatever name called.
- 1.1.10. "Local Funding" or "Local Funds" shall have the meaning ascribed to it in the Deed of Undertaking.
- 1.1.11. "Land" means the parcel of land more particularly described in the First Schedule of this Agreement;
- 1.1.12. "Land Price" means the amount stipulated in Clause 2.3 of this Agreement, which is payable by the LESSEE to the LESSOR for the Lease of the Land;
- 1.1.13. "Lease means the lease of the Land to be granted by the Lessor in accordance with Clause 2.1 of this Agreement, which shall be substantially in the form set out in Appendix B.
- 1.1.14. "Project Completion Period" or "PCP" means forty-eight (48) months from the date of service of the Letter of Acceptance.

- 1.1.15. "Project Completion Period Extension Premium" or "PCP Extension Premium" shall have the meaning ascribed to it in Clause 3.12.
- 1.1.16. "Public Utility Licensee" refers to the person that has been granted a licence under applicable law for the carrying on of activities relating to electricity, gas, water, or other utilities support services.
- 1.1.17. "Relevant Period" shall have the meaning ascribed to it in the Deed of Undertaking.
- 1.1.18. "Statutory Declaration" means a statutory declaration that is in the form set out in Appendix J-1 and Appendix J-2 of the Conditions of Tender, as the case may be.
- 1.1.19. "Temporary Occupation Permit" means the temporary occupation permit granted under the Building Control Act (Cap. 29).
- 1.2. Where the context so admits, references herein to the "LESSOR" and the "LESSEE" shall include their respective successors-in-title and permitted assigns.
- 1.3. Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.4. The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.
- 1.5. References to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality).
- 1.6. Unless a contrary intention appears, a reference to "including" shall not be construed restrictively but shall mean "including without prejudice to the generality of the foregoing" and "including but without limitation".
- 1.7. Unless a contrary intention appears, references to a Schedule or an Appendix shall mean a Schedule or Appendix attached to this Agreement. All Schedules and Appendices attached to this Agreement shall form an integral part of this Agreement, and the provisions thereof shall have the same force and effect as if expressly set out in this Agreement.
- 1.8. Unless a contrary intention appears, a reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time, and for the time being in force and shall be deemed to include any subsidiary legislation made thereunder.
- 1.9. Unless a contrary intention appears, "month" means calendar month and "day" means calendar day. For the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done
- 1.10. Where the LESSEE comprises more than one person, the obligations and liabilities of the LESSEE under this Agreement shall be the joint and several obligations and liabilities of those persons.
- 1.11. Where the LESSEE is a society, a reference to the LESSEE shall be taken to be a reference to the LESSEE's duly appointed trustees.

## **2. LEASE OF LAND**

- 2.1. The LESSOR shall grant and the LESSEE shall accept a Lease of the Land for a term of thirty (30) years (the "Term") commencing on the \_\_\_\_ day of \_\_\_\_ 20\_\_ (the "Commencement Date") and expiring on the \_\_\_\_ day of \_\_\_\_ 20\_\_ subject to the provisions of the State Lands Act (Cap. 314), and on the terms and conditions set out in the Awarded Tender and the Lease.
- 2.2. The Lease shall be substantially in the form set out in Appendix B, and subject to such amendments and modifications as may be rendered necessary or agreed upon between the parties hereto.

- 2.3. The LESSEE shall pay to the LESSOR on or before the LESSEE's execution of this Agreement, the Land Price of S\$ \_\_\_\_\_, together with the applicable GST payable thereon, in the manner and mode as set out in the Awarded Tender.

### **3 DEVELOPMENT AND USE OF LAND**

- 3.1. The LESSEE shall, at its own cost and expense, and using adequate and sustainable sources of Local Funding, develop the Land for the sole and exclusive purpose of a **Church** (i.e., the "Development"). This Development shall conform with the following parameters:
- 3.1.1. The total gross floor area of the Development shall not be less than 4,321 square metres, and shall not exceed 4,801 square metres; and
- 3.1.2. All quantum controls, sub-controls, and allowable-use restrictions, as well as all other requirements set out in the Awarded Tender, including the Conditions of Tender and Additional Conditions of Tender (Technical), shall be complied with.
- 3.2. The Land shall be developed subject to and in accordance with all the terms and conditions contained in this Agreement, the State Lease, the Deed of Undertaking, and the plans approved by the Competent Authority under the Planning Act (Chapter 232). The LESSEE shall, if necessary for the construction and completion of the Development, demolish at its own cost and expense, existing building and structures (if any) on the Land.
- 3.3. The LESSEE shall submit to the LESSOR and the relevant Competent Authorities for their approval:
- 3.3.1. layout plans of the Development proposed to be erected on the Land in accordance with the requirements of the LESSOR and all other laws and regulations applicable thereto for the time being in force, which approval the LESSOR or the relevant Competent Authorities may either give or refuse at their absolute discretion; and
- 3.3.2. full and complete plans, elevations and specifications of the buildings that the LESSEE proposes to erect on the Land in accordance in every way with the layout approved by the LESSOR and the relevant Competent Authorities and also in accordance with the provisions of the Planning Act and Building Control Act (including all amendments made thereto) and all other laws and regulations applicable thereto for the time being in force.
- 3.4. If the LESSEE wishes to deviate from or alter any aspect of the plans submitted under Clause 3.3 after approval has been granted by the LESSOR and/or the relevant Competent Authorities, the LESSEE shall submit such amendment plans to the LESSOR and/or the relevant Competent Authorities for their approval and such approval if granted shall be subject to such terms and conditions as the LESSOR and/or the relevant Competent Authorities may deem fit including but not limited to the payment of such charges as the LESSOR may impose.
- 3.5. The LESSEE shall not commence work on the Development unless the plans, elevations and specifications have been approved by the LESSOR and the relevant Competent Authorities.
- 3.6. All licences, permissions, approvals, and consents that may be required in respect of the layout plans, and all other plans, elevations and specifications of the Development or matters incidental thereto, shall be obtained by the LESSEE at its own cost and expense.
- 3.7. Once the LESSEE has obtained all necessary licences, permissions, approvals, and consents from the LESSOR and the relevant Competent Authorities, the LESSEE shall at its own cost and expense, construct and complete the Development on the Land in accordance with the approved plans, elevations and specifications submitted. The Development shall be deemed to be completed only upon the grant of Certificate of Statutory Completion by the relevant Competent Authority.
- 3.8. The LESSEE shall at its own cost and expense ascertain, perform and observe all the obligations in respect of the Land and the Development which the LESSOR may be liable to ascertain, observe and perform during the Term arising from the following:

- 3.8.1. the provisions of all Acts of Parliament, subsidiary legislation, rules, regulations, orders, by-laws and other statutory provisions in force from time to time that are applicable in relation to the Land and / or the Development;
  - 3.8.2. all terms, conditions, requirements, directions, directives, notices, code, guidelines, and circulars imposed or issued by all relevant Competent Authorities and Public Utility Licensees and all other public authorities from time to time that are applicable in relation to the Land and / or the Development; and
  - 3.8.3. all terms and conditions stipulated in the Awarded Tender, this Agreement, and the State Lease.
- 3.9. The LESSEE shall not at any time deposit, make up, or manufacture or permit or suffer to be deposited or made up or manufactured upon the Land any building materials or other materials except such as shall be required for the buildings to be erected thereon in accordance with this Agreement. Immediately upon the completion of the Development, the LESSEE shall at its own expense remove from the Land all such building and other materials and rubbish whatsoever.
- 3.10. The LESSEE shall as soon as the Buildings reach a height of two (2) metres above the ground level insure the same to the full value thereof in the joint names of the LESSEE and the LESSOR against loss or damage by fire or such other risks as the LESSOR considers desirable to be insured against with an insurance company approved by the LESSOR and shall increase such insurance to the satisfaction of the LESSOR as the said Buildings approach completion and shall keep the same so insured from time to time and make all payment necessary for the above purpose on the premium due date and shall whenever required produce to the LESSOR the policy or policies of such insurance and the receipt or receipts for each payment and shall cause all moneys received by virtue of any such insurance to be forthwith laid out in re-building or reinstating the said Buildings and make up any deficiency out of its own moneys.
- PROVIDED ALWAYS that if the LESSEE shall at any time fail to keep the said Buildings insured as aforesaid, the LESSOR may do all things necessary to effect or maintain such insurance and any moneys expended by it for that purpose shall be repayable by the LESSEE on demand and be recoverable forthwith from the LESSEE as a debt due to the LESSOR.
- 3.11. The LESSEE shall at its own cost and expense, obtain a Temporary Occupation Permit or Permits for the whole of the Development within forty-eight (48) months from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ("the Project Completion Period" or "PCP").
- 3.12. The LESSEE may, if it requires more time to complete the Development, apply in writing to the LESSOR, with supporting reasons, for an extension of the Project Completion Period in accordance with the Second Schedule to this Agreement. Upon receipt of the LESSEE's written application, the LESSOR may, in his absolute discretion, agree to grant to the LESSEE an extension of the Project Completion Period, subject to the LESSEE's payment of an agreed sum (the "PCP Extension Premium") computed in the manner and at the rates set out in the Second Schedule to this Agreement, and such other terms and conditions as the LESSOR thinks fit to impose.
- 3.13. All PCP Extension Premiums must be paid by the LESSEE upon the grant of extensions of the Project Completion Period by the LESSOR, at the times and in the manner as stipulated by the LESSOR, and there shall be no refunds by the LESSOR of any part of these payments for any unutilised portion of the extended Project Completion Period.
- 3.14. Within one (1) month from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the LESSEE shall erect or cause to be erected a continuous hoarding all around the boundary of the Land and put up signboards which clearly indicate the type of development and the duration of the construction work. The LESSEE shall maintain the hoarding and signboard in good condition until the completion of the Development, and shall make such amendments to the signboard (including the contents thereof) as the HDB may reasonably require.
- 3.15. No person shall occupy, reside in or make use of the Development or any part thereof, except with the approval in writing of all relevant Competent Authorities.

- 3.16. The LESSEE shall not do or permit or suffer to be done in or upon the Land or any part thereof anything which in the opinion of the LESSOR may be or become a nuisance or annoyance or cause damage to the LESSOR or the licensees or occupiers of neighbouring premises.

#### **4 LOCAL FUNDING AND SUBMISSION OF STATUTORY DECLARATION**

- 4.1 The LESSEE shall observe and comply strictly with the terms of the Deed of Undertaking that it has submitted pursuant to the Awarded Tender (Conditions of Tender). The Deed of Undertaking shall be deemed to form an integral part of this Agreement as if it were specifically set forth at length in this Agreement.
- 4.2 Without prejudice to the generality of the Deed of Undertaking, no part of the Land Price, or the building and development expense that is incurred by the LESSEE in relation to the construction of the Development (including but not limited to the cost of all surveys, site investigation works, consultancy fees, professional fees, administrative fees, all structural works connected with the construction and development of the Development, and all costs connected with the furnishing and equipment of the Development incurred prior to the issuance of the Certificate of Statutory Completion for the Development) shall be funded with any Foreign Donation.
- 4.3 Within fourteen (14) days of the end of the Relevant Period, the LESSEE shall submit two (2) Statutory Declarations in the form set out in Appendix J-2 of the Awarded Tender (Conditions of Tender), duly executed by two different responsible officers (as defined in Appendix J-2) of the LESSEE. Where the LESSEE is a Consortium, each and every member of the Consortium shall submit two (2) Statutory Declarations, duly executed by two different responsible officers (as defined in Appendix J-2) of that Consortium member.

#### **5 SUBLETTING, ASSIGNMENT, DEMISE, MORTGAGE, ETC.**

- 5.1. The LESSEE shall not assign, demise, mortgage, transfer, charge, sublet or part with possession of the Land or Development thereon or the benefit of this Agreement or any part thereof without the prior written consent of the LESSOR, which consent may be given, withheld, or rescinded at its absolute discretion. The LESSOR reserves the right to impose any terms and conditions including the levy of a fee, as it shall in its entire and unfettered discretion deem fit. Section 17 of the Conveyancing and Law of Property Act (Chapter 61) shall not apply. For the purpose of this sub-clause, the receipt of consideration (whether in the form of cash, cheque, cashier's order, banker's/insurance guarantee, shares, or otherwise) by the LESSEE from any person for the purpose of booking or reserving with a view to purchasing or leasing or as a deposit under the term of an option or agreement to purchase or to lease the Land or any part thereof without the prior written consent of the LESSOR shall be deemed to be a breach of this sub-clause.
- 5.2. Where the LESSEE is a company, the LESSEE shall supply to the LESSOR in writing a list of all directors of the company and such a list shall be certified to be correct by the Managing Director of the company. Where the LESSEE is a society, the LESSEE supply to the LESSOR in writing a list of the members in the management committee of the society and such list shall be certified to be correct by the Secretary of the society.

#### **6 RIGHT OF LESSOR TO ENTER LAND**

- 6.1 Until the completion of the Development in accordance with the stipulations hereinbefore contained, the LESSOR, its officers, agents or any person or persons authorised by the LESSOR with or without workmen and others and with or without tools and equipment shall have the right at all reasonable times to enter upon the Land or construction site of the Development to view the state and progress of the construction of the Development and for any other reasonable purpose including the construction, repair or cleansing by or on behalf of the LESSOR of any sewer or drain on or leading from any adjoining or neighbouring land of the LESSOR and also to carry out any works in relation to the supply of utilities and/or services for any of the adjoining properties.



## **7 INDEMNITY**

- 7.1 The LESSEE shall be solely liable for and shall indemnify and keep the LESSOR and the HDB indemnified in respect of all liabilities, losses, damages, claims, injuries, demands, and costs (including legal costs on a full indemnity basis and experts' and consultants' fees) which may arise, whether directly or indirectly out of the Development or the use and occupation of the Building(s) or the Land, or any breach of the terms and conditions of the Awarded Tender, this Agreement, or the Lease.

## **8 COSTS, EXPENSES, TAX**

- 8.1 The LESSEE shall forthwith pay to the LESSOR on demand:-
- 8.1.1 all legal costs and all other expenses incurred or to be incurred by the LESSOR in connection with the preparation finalisation and completion and stamping of this Agreement in duplicate and the Lease, and in respect of all matters incidental thereto or arising therefrom;
- 8.1.2 all costs incurred by the Singapore Land Authority, including fees, cost of preparation of plans and subdivision fees in respect of the Land and the balance lot(s) affected by the subdivision of the Land and other costs and expenses of incidental thereto or arising therefrom and all stamp duties, registration and sealing fees payable in respect of the Lease and all other expenses incurred or to be incurred in connection with the preparation completion and/or registration of this Agreement in duplicate and the Lease or matters incidental thereto or arising therefrom; and
- 8.1.3 all costs and fees legal or otherwise including costs as between solicitors and client incurred by the LESSOR in connection with the enforcement by the LESSOR of the terms and conditions of this Agreement and in respect of all matters incidental thereto or arising therefrom.
- 8.2 Unless otherwise stated, all sums payable under or in connection with this Agreement shall be exclusive of Goods and Services Tax ("GST"). The LESSEE shall pay whatever amount of GST chargeable in relation to the Lease of the Land and the supply of any goods and services by or on behalf of the LESSOR to the LESSEE. In addition, the LESSEE shall pay and indemnify the LESSOR against any GST chargeable in respect of any such sums payable by LESSEE under the terms of or in connection with this Agreement or in respect of any payment made by the LESSOR where the LESSEE hereby agrees in this Agreement to reimburse the LESSOR for such payment.
- 8.3 With effect from the Commencement Date and during the Term of the Lease, the LESSEE shall:-
- 8.3.1 bear and pay for all liability in respect of all rates, taxes, assessments, property tax, impositions and outgoings whatsoever which may be imposed, charged or assessed on or in respect of the Land or any part thereof and shall forthwith on demand reimburse the LESSOR in respect thereof;
- 8.3.2 pay all charges for the supply of utilities including water, gas, sanitation, electric light, and power, which may be charged or imposed in respect of the Land and the Development or any part thereof.

## **9 NO DEPRIVATION OF RIGHTS OF LESSOR**

- 9.1 No length of time or of enjoyment by the LESSEE of the Land or the Development shall enure to give a right to the LESSEE to retain the Land or the Development or any part thereof or shall deprive the LESSOR in any way of any rights of the LESSOR to exercise its powers under the law as reversionary owner of the Land and of the Development or any part thereof.

## **10 MATTERS AFFECTING THE LAND**

- 10.1 The Land shall be leased for the Term on an "as is where is basis" and the LESSEE shall be deemed to have inspected the Land and as at the date of this Agreement, to have full notice and knowledge of, and to accept –
- (i) The actual state and condition of the Land as regards access, ingress, egress, drainage, light, air, utility services affecting the Land, and in all other respects;
  - (ii) The existence of any encroachments on or within the Land, or onto adjacent properties; and
  - (iii) All easements, rights of way, and all other rights and encumbrances (if any) affecting the Land, and the LESSEE shall not be entitled to make or raise any objections or requisitions whatsoever in respect thereof.
- 10.2 No warranty, representation, or assurance on the part of the LESSOR or the Government, is given, made, or expressed, or is to be implied as to the nature, quality, fitness, use, correctness of description of the Land, or the suitability of the Land for the Development.
- 10.3 No error omission or mis-statement in the description of the Land contained herein shall invalidate this Agreement nor shall the same entitle the LESSEE to any compensation whatsoever or any reduction in the Land Price or any other payment.
- 10.4 Notwithstanding anything herein, the LESSOR reserves the right to re-define in any way it deems fit any boundary of the Land as may be indicated on any plan including the plan annexed hereto as mentioned in the First Schedule at any time without prior notice. The LESSEE shall be bound with full notice and knowledge of any re-defined boundary as may be declared or notified to it in a written notice by the LESSOR and shall be taken to have accepted any re-defined boundary of the Land.

## **11 INCORPORATION OF TENDER CONDITIONS, STATE LEASE, AND UNDERTAKING**

- 11.1 All the terms set forth in this Agreement, the Awarded Tender, the State Lease, and the Deed of Undertaking shall be observed and performed by the LESSEE, and the LESSEE shall be bound thereby save that if there is any conflict between the terms of this Agreement and the Conditions of Tender and Additional Conditions of Tender (Technical), the provisions of this Agreement shall have overriding effect. For the purposes of this clause, reference in the Conditions of Tender and Additional Conditions of Tender (Technical) to "the Tenderer" and the "Successful Tenderer" shall be deemed to refer to the LESSEE.
- 11.2 Notwithstanding the completion of the Development, the terms and conditions of this Agreement as well as the Conditions of Tender, Additional Conditions of Tender (Technical), and Deed of Undertaking shall remain in full force and effect as between the LESSOR and the LESSEE insofar as the same are not fulfilled or performed.

## **12 BREACH AND REMEDIES**

- 12.1 Each of the following events shall be an Event of Default and upon the occurrence of any such event, the provisions set out in Clauses 12.2 and 12.3 shall apply:
- (i) If the LESSEE fails to continue to be established or constituted for the advancement of religion, or fails to remain registered in accordance with Condition 4.1.1 of the Awarded Tender (Conditions of Tender) at any time during the Term;
  - (ii) If the LESSEE fails to construct and obtain Temporary Occupation Permit(s) for the whole of the Development within the Project Completion Period stipulated in Clause 3.11 hereof or within such extended Project Completion Period as granted by the LESSOR in its sole and absolute discretion, time in this respect also being the essence of the contract;
  - (iii) If the LESSEE fails to pay any sum due under this Agreement, including any PCP Extension Premium for the grant of any extension of the Project Completion Period;

- (iv) If the LESSEE fails to construct and complete the Development in accordance with this Agreement;
- (v) If the LESSEE does not proceed with the works in respect of the Development with due diligence;
- (vi) If the LESSEE fails to comply with any notice or directions issued by the LESSOR under this Agreement;
- (vii) If the LESSEE enters into any composition or arrangement with or for the benefit of its creditors or an order is made or an effective resolution passed for winding up or a receiver is appointed for debenture or debenture stockholders of the LESSEE or execution or distress is levied on the goods of the LESSEE, or the LESSEE without the prior written consent of the LESSOR amalgamates or merges with any other person or goes into voluntary dissolution, liquidation or reconstruction or commits or does any act or things so as to cause compulsory dissolution or winding up proceedings to be taken against it, or it shall without the prior written consent of the LESSOR sell transfer assign exchange or allot any of its shares (if any) to any company corporation firm or party; or
- (viii) If the LESSEE fails to observe or perform, or is found to have made a misleading or false representation in connection with, any of the terms or conditions stipulated in:
  - (a) the Awarded Tender, including the Deed of Undertaking and the Statutory Declarations (which are in the form set out in Appendix I and Appendix J-1 of the Awarded Tender (Conditions of Tender) respectively) and in particular the obligation not to fund with any Foreign Donation, the Tender Deposit and any cost of acquiring the Land and the building, development, furnishing and equipping of the Church on the Land;
  - (b) this Agreement;
  - (c) the Lease; or
- (ix) If, within fourteen (14) days of the end of the Relevant Period, the LESSEE fails to submit to the LESSOR, two (2) Statutory Declarations, which shall be in the form set out in Appendix J-2 of the Awarded Tender (Conditions of Tender) and duly executed by two different responsible officers of the LESSEE or where the LESSEE is a Consortium, each and every member of the Consortium fails to submit to the LESSOR two (2) Statutory Declarations, which shall be in the form set out in Appendix J-2 of the Awarded Tender (Conditions of Tender) and duly executed by two different responsible officers of that Consortium member.

12.2 If any of the Events of Default set out in Clause 12.1 has occurred at any time, then subject to Clause 12.3, the LESSOR shall have full right power and authority to re-enter upon and resume possession of the Land or any part thereof, the buildings and any other structures on the Land, upon giving to the LESSEE fourteen (14) days' written notice, and thereupon this Agreement shall forthwith cease and determine, and in such event:

- (i) all moneys which have previously been paid to the LESSOR by the LESSEE in respect of the Land Price and PCP Extension Premium (if applicable), as well as all other monies that have been paid to the LESSOR by the LESSEE in connection with the Awarded Tender, this Agreement, and the State Lease, shall be forfeited and shall belong to the LESSOR; and
- (ii) the Land and the Development any completed part thereof and all structures and materials at or on the Land shall belong to the LESSOR absolutely and without the LESSOR making to the LESSEE any compensation or allowance for the same; and
- (iii) the determination of this Agreement shall be without prejudice to any right of action or other remedy of the LESSOR for the recovery of any damages or moneys already due to the LESSOR from the LESSEE, or in respect of any antecedent breach of this Agreement; and

- (iv) The LESSOR shall have full right power and authority to proceed to re-offer the Land for Lease by tender, public auction, private treaty, or such other means that the LESSOR may deem fit, and to deal with the buildings and any other structures on the Land on such terms and conditions as the LESSOR shall deem fit and as if this Agreement had never been entered into with the LESSEE.

12.3 If the Land and the Development have been mortgaged or charged (with the prior written consent of the LESSOR), then the LESSOR shall not re-enter upon and resume possession of the Land and the Development or any part thereof, nor shall this Agreement cease and determine unless the LESSOR has served upon the mortgagee or chargee a written notice that a default under Clause 12.1 has occurred, and the mortgagee or chargee has failed to remedy the same within one (1) month from the date of service of such notice in writing.

### **13 REINSTATEMENT OF SURROUNDINGS AFTER CONSTRUCTION**

13.1 The LESSEE shall within one (1) month of the completion of the construction of the Development and related civil works reinstate any damage caused to any surrounding roads, roadside kerbs, drains, turfing and surroundings by the LESSEE, its servants, contractors or agents or their respective agents to the satisfaction of the LESSOR and the relevant Government or Statutory authorities.

13.2 To secure the due performance by the LESSEE of its obligations under Clause 13.1, the LESSEE shall place with the LESSOR, a forfeitable deposit of a sum to be determined by the LESSOR on such date to be stipulated by the LESSOR in a written notice, which sum shall be forfeited to the LESSOR in the event of any breach by the LESSEE of its obligations of reinstatement under Clause 13.1. This deposit shall be in one of the forms stipulated in Condition 5.2 of the Awarded Tender (Conditions of Tender), and shall be returned to the LESSEE within three (3) months' of the LESSEE's compliance with Clause 13.1 to the satisfaction of the LESSOR.

13.3 In addition to the remedies provided for under Clause 13.2, if the LESSEE is in breach of its obligations of reinstatement under Clause 13.1, the LESSOR shall have the right to carry out the reinstatement works and all costs and expenses incurred by the LESSOR in connection with these reinstatement works shall be recoverable from the LESSEE.

### **14 SERVICE OF NOTICES**

14.1 Any notice to be served on the LESSEE under this Agreement shall be in writing and shall be deemed to be sufficiently served:

- (i) If it is sent by registered post to the address of the LESSEE that is specified in its Form of Tender (whether or not it has been received by the LESSEE);
- (ii) If it is left at the last known address of the LESSEE; or
- (iii) If it is sent by telex or by telegraphic facsimile transmission or other means of electronic transmission to the LESSEE.

14.2 Any notice sent by registered post to the LESSEE in accordance with Clause 14.1 shall be deemed to be duly served on the LESSEE two clear business days after dispatch, and in proving service of the same, it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped, and posted by registered post.

### **15 PAYMENT**

15.1 Any amount that the LESSEE is required to pay to the LESSOR under or in connection with this Agreement shall, unless otherwise expressly stated, be made in such manner and by such means as the LESSOR may notify to the LESSEE in writing.

- 15.2 The LESSOR shall have the right to charge late payment interest in respect of any arrears of payment from the due date until payment in full is received by LESSOR.
- 15.3 The current late payment interest under Clause 15.2 shall be calculated at the rate of 8.5% per annum (subject to revision).

## **16 CUMULATIVE REMEDIES**

- 16.1 The rights and remedies of the Parties under this Agreement are cumulative and are in addition and without prejudice to any rights or remedies a Party may have at law or in equity. Further, no exercise by a Party of any one right or remedy under this Agreement shall operate so as to hinder or prevent the exercise by it of any other right or remedy under this Agreement, or any other right existing at law or in equity

## **17 WAIVER**

- 17.1 No failure or delay on the part of the LESSOR to exercise any rights powers or remedies under this Agreement or as LESSOR under general law and no indulgence or forbearance or extension of time allowed to the LESSEE or receipt or acceptance of any monies by the LESSOR shall prejudice or operate as a waiver of the LESSOR's right herein or under general law in respect of the subsequent exercise by the LESSOR in respect of the same.

## **18 SEVERABILITY**

- 18.1 In the event any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect. If any provision of this Agreement is found to be illegal, invalid or unenforceable, but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid and enforceable.

## **19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

- 19.1 This Agreement does not create any right under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it, save that the HDB may enjoy the benefit of, or enforce the terms of this Agreement in accordance with the provisions of the Contracts (Rights of Third Parties) Act.

## **20 GOVERNING LAW**

- 20.1 This Agreement and all its subsequent variations, if any, shall be subject to, governed by and construed in accordance with the laws of the Republic of Singapore.

## **21 EXCLUSIVE JURISDICTION**

- 21.1 The Parties hereby submit to the exclusive jurisdiction of the Singapore courts.

## **22 CONTINUING EFFECT OF TERMS AND CONDITIONS**

- 22.1 Notwithstanding the completion of the Development, or the issuance of the State Lease for the Land, all terms and conditions set out in the Awarded Tender and this Building Agreement and any revisions made thereto shall remain in full force and effect in so far as the same are not fulfilled or performed, and shall not merge in the issuance of the State Lease to the Successful Tenderer.

IN WITNESS WHEREOF the LESSOR hath set its hand and the LESSEE hath affixed its Common Seal the day and year first above written.

Signed by the Collector of Land )  
Revenue for and on behalf of )  
the President of the Republic of )  
Singapore in the presence of:- )

\_\_\_\_\_

Collector of Land Revenue  
Singapore

\_\_\_\_\_

The Common seal of the LESSEE )  
was hereunto affixed )  
in the presence of:- )

\_\_\_\_\_

Name / Designation :

\_\_\_\_\_

Name / Designation :

**THE FIRST SCHEDULE ABOVE REFERRED TO**

All that piece of land known as Lot 05119A MK 10 in the Republic of Singapore as delineated and edged red on Certified Plan No. 90530 annexed hereto and estimated to contain an area of 3,000.2 square metres more or less.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
(Clause 3.12)

**1. Applications for Extension of the Project Completion Period**

- 1.1 Any application by the Lessee for an extension of the Project Completion Period or any extended Project Completion Period must be submitted at least three (3) months before the expiry of such period, and the period(s) of extension applied for must be in terms of multiples of a month.
- 1.2 All applications for extensions must be submitted to the Lessor c/o the Housing and Development Board at the address set out below:

**2. Payment of PCP Extension Premium**

- 2.1 Any PCP Extension Premium to be paid by the Lessee for the grant of approval for any application for extension of the Project Completion Period shall be computed based on the following schedule of agreed rates:

**Schedule of Agreed Rates**

<b>Period of extension of the Project Completion Period</b>	<b>Rate per annum* (as a percentage of the Land Price)</b>
Any period(s) of extension or part thereof to run within the span of the 1 <sup>st</sup> twelve months after the expiry of the Project Completion Period	8%
Any period(s) of extension or part thereof to run within the span of the thirteenth to twenty-fourth months after the expiry of the Project Completion Period	16%
Any period(s) of extension or part thereof to run after the twenty-fourth month after the expiry of the Project Completion Period	24%

\*The Government may, in its sole and absolute discretion revise the applicable rates from time to time, and the rates that prevail as of the date of the Lessee's written request (that is made pursuant to paragraph 1 above) shall apply.

- 2.2 Subject to **paragraph 2.3**, where the period of extension of the Project Completion Period applied for is less than 12 months, the PCP Extension Premium shall be pro-rated on a monthly basis as follows:

$$\text{PCP Extension Premium} = \frac{\text{No. of months of extension} \times 8\% \times \text{Land Price}}{12}$$

- 2.3 For the purposes of determining the relevant rate payable by the Lessee in any application under **paragraph 1** of this Schedule, the Lessor shall take into account the cumulative total number of months of extension applied for by the Lessee under **paragraph 1**.

To illustrate, where the Lessee has made a first application for 7 months and subsequently, makes a second application for 8 months, the PCP Extension Premium payable in respect of the second application shall be computed as follows:

$$\begin{aligned} &\text{PCP Extension Premium} \\ &= \frac{[5 \times 8\% \times \text{Land Price}]}{12} + \frac{[3 \times 16\% \times \text{Land Price}]}{12} \end{aligned}$$

APPENDIX B – DRAFT FORM OF STATE LEASE

REPUBLIC OF SINGAPORE  
LEASE NO. \_\_\_\_\_  
THE STATE LANDS ACT (CHAPTER 314)

THIS INDENTURE is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the President of the Republic of Singapore (hereinafter called the LESSOR) of the one part and

\_\_\_\_\_  
(hereinafter called the LESSEE, which expression shall include his SUCCESSORS and ASSIGNS where the context so admits) of the other part.

WITNESSETH that in consideration of the sum of Singapore Dollars \_\_\_\_\_ (\$\$ ) paid by the LESSEE (which the LESSEE has declared to come from Local Funding sources, and the receipt whereof the LESSOR hereby acknowledges) and of the covenants and agreements on the part of the LESSEE hereinafter reserved and contained, the LESSOR hereby demises unto the LESSEE all that piece of land more particularly described in the First Schedule hereto (hereinafter referred to as "the Land") together with all the buildings erected or to be erected on or within the Land (hereinafter referred to as "the Buildings") TO HOLD the same unto the LESSEE for a term of **THIRTY YEARS** from the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ until the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_, both dates inclusive, subject to the terms and conditions exceptions and reservations contained in or referred to herein and subject further to the provisions contained in the prevailing edition of the State Lands Act (Chapter 314) and any amendments made thereto except that no royalty shall be reserved to the LESSOR under Section 7(1)(a) of the State Lands Act for granite, sand, clay, laterite, red earth, iron stone, gravel or puddle (hereinafter referred to as the "Excluded Mines and Minerals") found in or upon the Land if the Excluded Mines and Minerals is removed, extracted or excavated by the LESSEE for the purpose of the development referred to herein and the said removal, extraction or excavation is directly incidental to and reasonably necessary for the development.

1 It is HEREBY AGREED between the LESSOR and the LESSEE as follows:-

- (i) The Land shall be developed in accordance with plans approved or to be approved by the Competent Authority under the prevailing edition of the Planning Act (Cap 232) for the purpose of operating and maintaining a **Church** with a permissible Gross Floor Area not exceeding 4,801 square metres but not less than 4,321 square metres.
- (ii) The Development shall be constructed and completed and thereafter used and maintained at all times in compliance with the provisions of Clause 1(i), unless a variation or change thereof is approved in writing by the LESSOR, which approval may be given subject to such terms and conditions as the LESSOR may impose and provided that if such variation or change will in the opinion of the LESSOR result in an enhancement of the value of the Land, the LESSEE shall pay the LESSOR within such time as may be specified by way of differential premium such amount as the LESSOR may determine as the amount representing the enhanced value of the Land.
- (iii) For the purpose of Clause 1(ii), the enhanced value of the Land shall be determined by the LESSOR with reference to the date of the grant of the provisional permission by the Competent Authority under the prevailing edition of the Planning Act for the variation or change to Clause 1(i) that requires the LESSOR's approval.
- (iv) No work or development in respect of any variation or change to the provisions of Clause 1(i) that requires the LESSOR's approval may be effected, implemented or carried out unless the prior approval in writing of the LESSOR in respect thereof is obtained and all the terms and conditions subject to which such prior approval is given are complied with and any amount of differential premium under Clause 1(ii) is paid to the LESSOR.



2 THE LESSEE hereby covenants with the LESSOR as follows:-

- (i) To develop the Land and to build thereon the buildings at the cost and expense of the LESSEE in accordance with the Building Agreement and also in accordance with plans approved or to be approved by the Competent Authority under the prevailing edition of the Planning Act (Chapter 232);
- (ii) To use only Local Funding, and not to use any Foreign Donations, to fund any cost and expense that is incurred in connection with the building and development under Clause 2(i) including but not limited to the cost of all surveys, site investigation works, consultancy fees, professional fees, administrative fees, all structural works connected with the construction and development of the Church, and all costs connected with the furnishing and equipping of the Church incurred prior to the issuance of the Certificate of Statutory Completion for the Development.
- (iii) To operate, manage, and maintain the Development during the Term;
- (iv) To pay all rates, taxes, assessments, property tax, impositions, and outgoings, whatsoever which now are or which at any time hereafter during the Term shall or may be imposed charged or assessed upon or in respect of the Land or any part thereof;
- (v) To repair and keep in tenantable repair all buildings and other structures erected or to be erected upon the Land;
- (vi) Not at any time during the Term, to erect or put up any building or erection whatsoever upon the Land or make any alteration or addition to any building or structure erected or to be erected upon the Land without the prior written consent of the LESSOR which consent the LESSOR may grant subject to such terms and conditions as it in its entire and unfettered discretion deems fit including but not limited to the payment of such charges as the LESSOR may impose;
- (vii) Not to use or permit or suffer the Land or any building thereon or any part thereof to be used otherwise than for the purposes of a **Church**, and in accordance with the approval granted by the Competent Authority appointed under the provisions of the prevailing edition of the Planning Act (Chapter 232) and without prejudice to the foregoing restriction, not to carry on, or permit or suffer to be carried on in or upon the Land or any building thereon or any part thereof any noisy, dangerous or offensive trade or business which may be or become a nuisance or annoyance to the owners tenants or occupiers of premises adjoining or adjacent thereto or to the LESSOR;
- (viii) Not to assign, demise, mortgage, charge, sublet or part with possession of the Land or development thereon, or the benefit of this State Lease or any part thereof without the prior written consent of the LESSOR, which consent may be given or withheld at its absolute discretion. The LESSOR reserves the right to impose any terms and conditions including the levy of a fee, as it shall in its entire and unfettered discretion deem fit. Section 17 of the Conveyancing and Law of Property Act (Chapter 61) shall not apply. Until the said prior written approval of the LESSOR has been obtained, the receipt of consideration (whether in the form of cash, cheque, cashier's order, banker's/insurance guarantee, shares, or otherwise) by the LESSEE during the Term from any person for the purpose of booking or reserving with a view to purchasing or leasing or as deposit under the terms of an option or agreement to purchase or to lease the Land and the Buildings, or any part thereof, shall be deemed to be a breach of this sub-clause;  
  
For the avoidance of doubt, the LESSOR's consent may be given or withheld at the LESSOR's absolute discretion, or may be given subject to such terms and conditions as the LESSOR deems fit. The LESSOR shall further have the right to rescind its consent at any time, without having to assign a reason.
- (ix) To continue to be established or constituted for the advancement of religion and remain:
  - (a) a society registered under the Societies Act (Chapter 311);

(b) a company limited by guarantee incorporated under the Companies Act (Chapter 50);  
or

(c) a registered or exempt charity under the Charities Act (Chapter 37)

throughout the Term.

- (x) To perform and observe all the terms and conditions of the Building Agreement, as well as the Awarded Tender referred to therein, which shall be deemed to form an integral part of this State Lease;
- (xi) To ensure that throughout the Term, the Gross Floor Area for all uses within the Development is comprised within a single strata lot, that the Lease remains vested in a single owner, and not to undertake a strata sub-division of the Development;
- (xii) To observe and comply strictly with the Deed of Undertaking that has been submitted under the Awarded Tender, which shall be deemed to form an integral part of this State Lease.
- (xiii) To permit the LESSOR or any officer or person authorised by the LESSOR in writing on behalf of the LESSOR with or without workmen and others and with or without tools and equipment at all reasonable times during the Term to enter into and upon the Land to view the state and condition thereof and the LESSOR may thereupon serve upon the LESSEE a notice in writing specifying any breaches of covenants and require the LESSEE forthwith to remedy such breaches. If within ten (10) days of the service of a notice to remedy the breach the LESSEE has not proceeded diligently to remedy such breach, or if the LESSEE fails to remedy the breach within the period stated in the LESSOR's notice, then the LESSEE must permit the LESSOR or other person or party as may be authorised by the LESSOR to enter upon the Land and take such steps as may be necessary to remedy such breaches and the cost thereof shall be a debt due from the LESSEE to the LESSOR and shall be paid forthwith on demand by the LESSEE to the LESSOR and shall be forthwith recoverable by action;
- (xiv) To permit the LESSOR or any officer or person authorised by the LESSOR, the Public Utilities Licensees, or any other Competent Authority with or without workmen and others and with or without tools and equipment at all reasonable times during the Term to enter into and upon the Land for the purpose of cleaning, maintaining and repairing any sewers or underground services;
- (xv) To, at the LESSEE's own cost and expense, ascertain, observe and perform all obligations in respect of the Land and the Buildings which the LESSOR may be liable to ascertain, observe and perform during the Term arising from the following:
  - a. the provisions of all Acts of Parliament, subsidiary legislation, rules, regulations, orders, by-laws and other statutory provisions in force from time to time that are applicable in relation to the Land and / or the Buildings; and
  - b. all terms, conditions, requirements, directions, directives, notices, codes, guidelines, and circulars imposed or issued by all relevant Competent Authorities and Public Utility Licensees and all other public authorities from time to time that are applicable in relation to the Land and / or the Buildings.
- (xvi) To insure and keep insured against loss or damage by fire all buildings upon the Land to the full value thereof in the joint names of the LESSEE and LESSOR against loss or damage by fire or such other risks as the LESSOR considers desirable to be insured against with an insurance company approved by the LESSOR and to pay all premiums necessary for that purpose on the premium due date and to produce and show to the LESSOR whenever required the policy or policies of such insurance and the receipt for every such premium and to cause all moneys received by virtue of any such insurance to be forthwith laid out in rebuilding or reinstating the Land and the buildings at any time standing thereon and to make up any deficiency out of the LESSEE'S own moneys;

- (xvii) To be solely liable for and to indemnify and keep the LESSOR indemnified in respect of all losses, damages, claims, injuries or demands which may arise whether directly or indirectly out of the development use and occupation of the Buildings or the Land;
- (xviii) At the termination of the said term or at the earlier determination thereof, to yield up to the LESSOR without compensation the said Land together with all buildings, structures and fixtures therein in tenantable condition and repair in accordance with the LESSEE's covenants herein contained PROVIDED THAT if the LESSOR shall so require as notified in writing to the LESSEE whether prior to or after the termination of the said term or the earlier determination thereof, then the LESSEE shall demolish, remove or otherwise rid all or any identified buildings, structures, fixtures, alterations, additions or structural changes, improvements or any other works made on or found on, in, under, within or attached to the said Land, remove from the said Land any rubbish, debris, waste, obstructions and any other materials, whether present at the commencement of the Term or otherwise and/or restore the said Land to a state and condition acceptable to the Lessor (hereinafter referred to as "the restoration works") within such time as may be specified by the LESSOR, in default of which the LESSOR may, without prejudice to the LESSOR's other rights, proceed to execute the restoration works and all costs and expenses incurred by the LESSOR shall be recoverable from the LESSEE;
- (xix) To pay all costs, disbursements, fees, and charges (legal or otherwise), including stamp and registration fees in connection with the preparation stamping and issuance of this Lease and any prior accompanying or future documents or deeds supplementary collateral or in any way relating to the Land;
- (xx) To pay all costs and fees legal or otherwise including costs as between solicitor and client in connection with the enforcement by the LESSOR of the covenants and conditions herein;
- (xxi) To bear and pay for all expenses incurred or to be incurred by the LESSOR in respect of the cadastral survey of the Land;
- (xxii) In addition to all sums payable under this Lease which are exclusive of the Goods and Services Tax, to pay and indemnify the LESSOR against Goods and Services Tax chargeable in relation to the lease of the Land and the supply of any goods and services by or on behalf of the LESSOR to the LESSEE and in respect of any such sums payable by the LESSEE under the terms of or in connection with this Lease or in respect of any payment made by the LESSOR where the LESSEE hereby agrees in this Lease to reimburse the LESSOR for such payment; and
- (xxiii) To submit to the LESSOR within fourteen (14) days of the end of the Relevant Period ,two (2) Statutory Declarations that is set out in Appendix J-2 of the Awarded Tender (Conditions of Tender), duly executed by two different responsible officers (as defined in Appendix J-2) of the LESSEE or where the LESSEE is a Consortium, each and every member of the Consortium is to submit two (2) Statutory Declarations as set out in Appendix J-2 of the Awarded Tender (Conditions of Tender) duly executed by two different responsible officers (as defined in Appendix J-2) of that Consortium member.
- (xxiv) The Lessee shall prior to the expiry or earlier determination of the Term at its own costs and expense, if so required by the Lessor, conduct trial pit tests on the said Land for the purpose of determining the nature and extent of changes in the soil, ground and environmental conditions arising directly or indirectly from or in connection with the Lessee's use of the said Land. The Lessee shall carry out the trial pit tests in such manner as may be directed by the Lessor at such locations on the said Land and within such time as may be required by the Lessor in its sole discretion. If the trial pit tests indicate the presence of contaminants in, on, under or within the said Land, arising directly or indirectly from or in connection with the Lessee's use of the said Land, the Lessee shall at its own costs and expense and within the time stipulated by the Lessor carry out all works and take all steps necessary to remediate and reinstate the said Land to a state and condition acceptable to the Lessor.

If the Lessee fails to observe or perform its obligations as required in this Special Condition the Lessor may, without prejudice to the Lessor's other rights, proceed to do the same and the Lessee shall pay to the Lessor, on demand, all costs and expenses so incurred by the Lessor.

The Lessee shall, upon prior notice being given to the Lessee, allow the Lessor, its agents and any person authorised by the Lessor to enter the said Land for the purpose of inspection, conducting the trial pit tests and/or remediation of the said Land (as the case may be).

For the purposes of this Special Condition, "contaminants" shall mean:

- (a) rubbish, debris, waste, obstructions and any other material, whether present at the commencement of the Term or otherwise; or
- (b) any substance that
  - (i) is polluting or injurious;
  - (ii) is foreign to, in excess of or alter the natural constituents of the natural soil, ground and environmental conditions on, in, under or within the said Land; or
  - (iii) may adversely affect the said Land in the Lessor's reasonable opinion.

3 No failure or delay on the part of the LESSOR to exercise any rights powers or remedies under this Lease or as LESSOR under general law and no indulgence or forbearance or extension of time allowed to the LESSEE or receipt or acceptance of any monies by the LESSOR shall prejudice or operate as a waiver of the LESSOR's right hereunder or under general law in respect of the subsequent exercise by the LESSOR in respect of the same.

4 The LESSOR hereby covenants with the LESSEE that the LESSEE, duly performing and observing the covenants, conditions, and agreement on the part of the LESSEE hereinbefore contained, shall and may peaceably and quietly hold and enjoy the Land for the Term hereby granted without any interruption from the LESSOR or from any persons lawfully claiming through under or in trust for the LESSOR.

5 If any of the covenants on the part of the LESSEE herein contained shall not be performed or observed, including a non-compliance with any term and condition of the Deed of Undertaking or a failure to submit the Statutory Declaration under Clause 2(xxiii) of this Lease, and such default is continued for the space of fourteen (14) days or is not capable of being rectified, then and in any such case it shall be lawful for the LESSOR or any person or persons authorized by the LESSOR on that behalf at any time thereafter to re-enter upon the Land or any part thereof in the name of the whole and thereupon the Term hereby created shall absolutely determine and in such event:

- (i) all moneys which have previously been paid to the LESSOR by the LESSEE in respect of the Land Price, as well as all other monies that have been paid to the LESSOR by the LESSEE in connection with the Awarded Tender, the Building Agreement, and this State Lease, shall be forfeited and shall belong to the LESSOR; and
- (ii) the Land and the Development any completed part thereof and all structures and materials at or on the Land shall belong to the LESSOR absolutely and without the LESSOR making to the LESSEE any compensation or allowance for the same; and
- (iii) the determination of this Lease shall be without prejudice to any right of action or other remedy of the LESSOR for the recovery of any damages or moneys already due to the LESSOR from the LESSEE, or in respect of any antecedent breach of this Lease; and
- (iv) The LESSOR shall have full right power and authority to proceed to re-offer the Land for Lease by tender, public auction, private treaty, or such other means that the LESSOR may deem fit, and to deal with the buildings and any other structures on the Land on such terms

and conditions as the LESSOR shall deem fit and as if this Lease had never been entered into with the LESSEE,

PROVIDED that if the Land has been assigned by way of mortgage or charged with the prior written approval of the LESSOR, the provisions of this Clause shall not take effect until the LESSOR has served upon the mortgagee or chargee a notice in writing that such breach has occurred and the mortgagee or chargee has failed to remedy such breach within the time specified in the said notice in writing.

- 6 Any notice to be served under the Lease shall be deemed to be sufficiently served if it is:
- (i) sent by registered post to the aforesaid address of the LESSEE hereto whether or not it has been received by the LESSEE; or
  - (ii) left at the last known address of the LESSEE; or
  - (iii) sent by telex or by telegraphic facsimile transmission or other means of electronic transmission to the LESSEE.

Any notice sent by registered post to the LESSEE in accordance with Clause 6(i) shall be deemed to be duly served on the LESSEE two clear business days after dispatch, and in proving service of the same, it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped, and posted by registered post

- 7 This Lease does not create any right under the Contracts (Rights of Third Parties) Act (Chapter 53B), which is enforceable by any person who is not a party to it.

- 8 Where the LESSEE consists of two or more persons, all clauses, covenants, conditions, undertakings and agreements whether special or otherwise expressed to be made by or binding on the LESSEE shall be deemed to have been made by and be binding on such persons jointly and severally.

- 9 Notwithstanding the completion of the Development, or the issuance of this State Lease for the Land, all terms and conditions set out in the Awarded Tender and the Building Agreement and any revisions made thereto shall remain in full force and effect in so far as the same are not fulfilled or performed, and shall not merge in the issuance of this State Lease to the Successful Tenderer.

## **10 Definitions**

- 10.1 In this State Lease, unless the context otherwise requires, the following words and expressions shall have the following meanings ascribed to them:

- (i) "Awarded Tender" means –
  - (a) all the terms and conditions which are stipulated in the Government's invitation to submit a bid for the Lease of the Land, inclusive of:
    - (1) the Tender Brief;
    - (2) the Conditions of Tender;
    - (3) the Additional Conditions of Tender (Technical);
    - (4) the Deed of Undertaking;
    - (5) the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees;
    - (6) the Technical Information (which includes relevant technical plans and the soil test report);
    - (7) the Form for Pre-Qualification;

- (8) the Form of Tender;
  - (9) any corrigenda issued by the Government; and
  - (10) any other documents and forms enclosed in the Tender packet,
- including all schedules, appendices, and annexes to such documents as relevant.
- (b) the offer which the LESSEE has submitted in response to the Government's invitation to submit a bid for the Lease of the Land, including any correspondence exchanged between the Government and the LESSEE which is agreed to by the Government in writing as amplifying or modifying the terms and conditions of the Government's invitation or the LESSEE's offer; and
  - (c) the Letter of Acceptance.
- (ii) "Building Agreement" means the agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ made between the LESSOR and the LESSEE which shall be deemed to form an integral part of this State Lease, and pursuant to which the LESSEE agreed, at the LESSEE's own cost and expense, to build on the Land, a substantial building or buildings for the purposes of operating and maintaining a Church.
  - (iii) "Certificate of Statutory Completion" means the certificate of statutory completion issued under the Building Control Act (Cap. 29).
  - (iv) "Church" means an entity that is established or constituted for the advancement of religion and registered as one of the following entities:
    - (a) a society registered under the Societies Act (Chapter 311);
    - (b) a company limited by guarantee incorporated under the Companies Act (Chapter 50); or
    - (c) a registered or exempt charity under the Charities Act (Chapter 37).
  - (v) "Competent Authority" means the person that has been appointed to be responsible for the operation of an Act of parliament or part or provision thereof
  - (vi) "Deed of Undertaking" means the deed titled "Deed of Undertaking in relation to the Funding of the Land and the Development", which has been executed by the LESSEE on \_\_\_\_\_ [date], and which forms an integral part of this State Lease.
  - (vii) "Development" means the Church that the LESSEE shall construct, operate, and maintain on the Land in accordance with the terms and conditions of the Awarded Tender, the Building Agreement, and this State Lease.
  - (viii) "Foreign Donation" shall have the meaning ascribed to it in the Deed of Undertaking.

- (ix) "Land" refers to all that piece of land more particularly described in the Schedule of this State Lease.
  - (x) "Land Price" means the sum of Singapore Dollars \_\_\_\_\_ (S\$ ) paid by the LESSEE to the LESSOR, which the LESSEE has declared to come from Local Funding sources.
  - (xi) "LESSOR" means the Government of the Republic of Singapore as a whole and includes its duly appointed servants, officers, and agents.
  - (xii) "Letter of Acceptance" means the letter issued by the Government accepting the offer which the LESSEE submitted in response to the Government's invitation to submit a bid for the Lease of the Land.
  - (xiii) "Local Funding" or "Local Funds" shall have the meaning ascribed to it in the Deed of Undertaking.
  - (xiv) "Public Utility Licensee" refers to the person that has been granted a licence under applicable law for the carrying on of activities relating to electricity, gas, water, or other utilities support services
  - (xv) "Relevant Period" shall have the meaning ascribed to it in the Deed of Undertaking.
  - (xvi) "Term" refers to the thirty (30) year lease of the Land that shall be granted to the LESSEE on and subject to the terms and conditions of this State Lease.
- 10.2 Words importing the singular only shall also include the plural and vice versa where the context requires.
- 10.3 Unless a contrary intention appears, a reference to "including" shall not be construed restrictively but shall mean "including without prejudice to the generality of the foregoing" and "including but without limitation".
- 10.4 Unless a contrary intention appears, "month" means calendar month and "day" means calendar day.
- 10.5 For the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

IN WITNESS WHEREOF the LESSOR hath caused the Public Seal of the Republic of Singapore to be affixed to these presents and the LESSEE hath set its common seal the day and year first above written.

BY THE PRESIDENT'S COMMAND

Collector of Land Revenue  
Singapore

The Common Seal of the )  
LESSEE was hereunto )  
affixed in the presence of:- )

\_\_\_\_\_  
Name / Designation :

\_\_\_\_\_  
Name / Designation :

**THE SCHEDULE ABOVE REFERRED TO**

All that piece of land known as Lot 05119A MK 10 in the Republic of Singapore as delineated and edged red on Certified Plan No. 90530 annexed hereto and estimated to contain an area of 3,000.2 square metres more or less.

Registered at the Singapore Land Authority, Singapore, this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand And \_\_\_\_\_.

Collector of Land Revenue  
Singapore



**PROPOSED CHURCH DEVELOPMENT  
LAND PARCEL AT BUKIT BATOK WEST AVENUE 5**

**ADDITIONAL CONDITIONS OF TENDER  
(TECHNICAL)**

	<b>CONTENTS</b>	<b>PAGE</b>
PART I	GENERAL	42
PART II	PLANNING PARAMETERS	42
PART III	OTHER REQUIREMENTS	47

## **PART I**

### **1.0 GENERAL**

- 1.1 The Successful Tenderer must in addition to the Particulars and Conditions of Tender, observe and comply with these Additional Conditions of Tender (Technical) in the development and lease of the Land Parcel at Bukit Batok West Avenue 5 (“the said Land”). The Particulars and Conditions of Tender and these Additional Conditions of Tender (Technical) shall be read in conjunction with the technical information booklet enclosed in the sale packet. The Successful Tenderer shall also comply with all applicable guidelines issued by the Competent Authorities and Public Utility Licensees. All proposals are subject to the approval of all relevant Competent Authorities and Public Utility Licensees.
- 1.2 The conditions and requirements of all relevant Competent Authorities and Public Utility Licensees set out in these Additional Conditions of Tender (Technical) and in the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees and the appendices thereto (to be complied with by the Successful Tenderer at his own cost and expense) are provided to tenderers for their information only. Whilst every care and attention has been taken in the compilation and preparation of these conditions and requirements, the HDB does not warrant that they constitute an exhaustive list of the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees in respect of the development or that they are free from any errors or omissions. These conditions and requirements are subject to change by the relevant Competent Authorities and Public Utility Licensees and the onus lies on the Successful Tenderer to verify these conditions and requirements with the HDB, the relevant Competent Authorities and the Public Utility Licensees directly and comply with their current conditions and requirements.
- 1.3 The Government and HDB are not liable to any tenderer and tenderers shall not claim against the Government and/ or HDB for any errors and/ or omissions in and for any loss suffered by any tenderer arising directly or indirectly from the reference to, usage of and/or reliance on the contents of these Additional Conditions of Tender (Technical), the Conditions and Requirements of Relevant Competent Authorities and Public Utility Licensees and appendices thereto.
- 1.4 All references to “the Successful Tenderer” herein shall be deemed to include “the approved developer” as defined in the Particulars and Conditions of Tender where the context so admits.

## **PART II**

### **2.0 PLANNING PARAMETERS**

#### **2.1 PROPOSED DEVELOPMENT**

The Land Parcel at Bukit Batok West Avenue 5 (“the said Land”) with a site area of 3,000.2 sq m shall be for Church development (“the said Development”). The site area is the area measured up to the boundary lines as shown on the Certified Plan No. 90530.

#### **2.2 ALLOWABLE GROSS FLOOR AREA (GFA)**

The total GFA for the said Development shall not exceed 4,801 sq m but shall not be less than 4,321 sq m. Based on the site area of 3,000.2 sq m, the permissible Gross Plot Ratio (GPR) should not exceed 1.6\*. The total GFA shall be computed in accordance with Urban Redevelopment Authority’s (URA) Development Control Guidelines.

The supportable GFA for an ancillary columbarium, if any, may be lower than the general prevailing guidelines and shall be subject to the final approval of the authorities. URA will also closely evaluate the number of proposed niches in the ancillary columbarium for the site, taking into account all the relevant circumstances, including the needs of, and the potential disamenity to, the surrounding users.

\*Indicated for information of the Tenderer only.

### 2.3 **BUILDING LINE / SETBACK**

The Successful Tenderer shall at all times comply with the URA's and the relevant Competent Authorities' requirements on the building line setback. Notwithstanding the generality of the foregoing, the building setbacks (including basement structures) shall be based on the boundary of the said Land delineated on the Certified Plan No. 90530.

The Successful Tenderer shall conform to URA's Current Guidelines for Church development with regard to Building Spacing and Setback Standards.

### 2.4 **BUILDING HEIGHT**

The said Development shall be subject to a technical height control of 70m-80m AMSL. The maximum allowable storey height for the said Development is up to 5-storeys high and within 25m envelop control (including attic). The technical and storey height control of the said Development is to comply with all applicable standing guidelines issued by the Competent Authorities, including URA's Development Control Guidelines. The Successful Tenderer is to check with the Competent Authorities on the standing guidelines as the guidelines are reviewed from time to time. The lowest technical and storey height control imposed by the Competent Authorities will be applicable to the said Land. The final technical and storey height are subject to the approval of the Competent Authorities.

The Successful Tenderer shall ensure that any and all developments, structures and fixtures on the said Land do not exceed the maximum allowable height of 70m-80m AMSL. Such developments, structures and fixtures including those on the roof tops of the building, whether permanent, temporary, transient or stationary (including but not limited to the building superstructure, TV antennae, water tanks, lift motor rooms, maintenance equipment, lightning conductors, moving objects, vegetation, etc) and all construction equipment and temporary structures (including but not limited to cranes, piling rigs, etc) shall all be subjected to the same height limit. Civil Aviation Authority of Singapore's (CAAS) clearance shall be sought for the use of crane or tall construction machineries, and Republic of Singapore Air Force's (RSAF) clearance shall be sought for construction equipment and temporary structures above 52m AMSL (email: [Height\\_Control@defence.gov.sg](mailto:Height_Control@defence.gov.sg)).

The Successful Tenderer shall submit to CAAS and Defence Science & Technology Agency (DSTA) a certified surveyor as-built plan prior to applying to the Building Control Authority (BCA) for the Temporary Occupation Permit or Certificate of Statutory Completion for the said Development on the said Land.

The Successful Tenderer shall obtain CAAS' and RSAF's prior written approval before mobilising and/or installing any construction machineries on the said Land. An application to CAAS is to be submitted by the Successful Tenderer using the Crane Application Form available at URL: [http://www.caas.gov.sg/caas/en/eServices\\_Forms/Application\\_for\\_Obstacle\\_Clearance/?\\_locale=en](http://www.caas.gov.sg/caas/en/eServices_Forms/Application_for_Obstacle_Clearance/?_locale=en).

The Successful Tenderer is to consult URA's Development Control Group when the detailed development plans are available.

In the event where there are any communication installations on the said Land, the Successful Tenderer is advised to seek clearance from relevant agencies such as Info-communications Media Development Authority (IMDA) of Singapore.

### 2.5 **DEVELOPMENT CONTROL**

The development must comply with Development Control Guidelines issued from time to time by the Competent Authority under the Planning Act (Cap 232), where applicable.

Where applicable, the Successful Tenderer's Qualified Person shall submit a Development Statement of Intent (DSI) together with their development proposal submitted to the Competent Authority under the Planning Act (Cap. 232) at the formal submission stage as per prevailing guidelines and circulars issued by the Competent Authority.

## 2.6 BUILDING LAYOUT

The building massing and design treatment of the said Development must be sensitive to the surrounding environment. The layout of the building blocks shall be subject to evaluation at the Development Application stage. The Successful Tenderer can refer to URA's circular dated 4 March 2010 titled "*Sensitive Design and Development: An Industry Guide of Good Practices to Minimise Wall-like Developments*" on possible design treatment options for the said Development.

## 2.7 URBAN DESIGN AND ENVIRONMENT CONSIDERATIONS

The architectural solution must respect the context/built environment of the said Land in its setting.

The proposed design solution shall blend in with the surrounding developments and be conducive to the overall surrounding character/ambience.

The Successful Tenderer shall ensure that the said Development and its activities will not cause any undue nuisance to the surrounding/adjacent developments in terms of noise, glare, smell and any other form of pollution.

As the subject site is located in proximity to Tengah Air Base, aircraft noise and vibrations should be expected. As such, these effects should be taken into account in the proposed development, and in particular, in the design of the facilities and operating equipment. If necessary, the Successful Tenderer should assess if a noise study should be carried out. The proposal must not impose any constraint on MINDEF or curtail its existing and future developments, operations and activities in any way.

## 2.8 PLATFORM LEVEL

The existing levels of the said Land are as shown in the Topographical Survey Plan No. 3027-CAK-TP-BB-26139-01B. The Public Utilities Board (PUB) has specified that the minimum platform level for the said Land shall not be lower than 600mm above the adjacent road/ground levels, whichever is the highest. The final platform level is subject to the approval of the relevant Competent Authorities. The Successful Tenderer shall be required to seek approvals from the relevant Competent Authorities on the platform levels before commencement of its building layout design.

All the costs and expenses incurred in carrying out earth cutting and filling of the existing ground, if necessary, to the proposed platform level shall be borne by the Successful Tenderer.

In changing the platform levels, the Successful Tenderer is required to seek PUB's approval and ensure that the revised platform levels of the said Land satisfy the drainage requirements in compliance with PUB's current Codes of Practice on the Surface Water Drainage and the Sewerage & Drainage (Surface Water Drainage) Regulations. The Successful Tenderer shall also check and ensure that the revised platform level will still meet all the requirements of the relevant Competent Authorities.

The Successful Tenderer shall conduct thorough investigations of the said Land and ensure that the runoff within, upstream of and adjacent to the said Land can be effectively drained away without causing flooding within the said Development and in the vicinity of the said Land, all in compliance with the PUB's relevant Codes of Practice.

All earthworks, slope and embankments shall be contained within the boundaries of the said Land.

## 2.9 PARKING LOTS

The Land Transport Authority (LTA) requires the Successful Tenderer to comply with the following requirements:

- i) The Successful Tenderer is required to fully comply with the physical parking requirements for cars, motorcycles, coaches or lorries (where applicable) as stipulated in the Parking Places (Provision of Parking Places and Parking Lots) Rules in force at the time the proposals and plans for the provision of parking lots on the development are first submitted to the LTA. No waiver on parking provision will be considered.
- ii) The car parking facilities will be subject to the requirements and approvals by the LTA and the relevant Competent Authorities at the formal submission stage.
- iii) The parking requirements shall be strictly complied with and the Successful Tenderer shall consider various means to meet the requirements such as surface parking, above ground parking and underground parking. Basement car parks shall have a setback from the boundaries according to URA's guidelines. No waiver or Range-based Car Parking Standard (RCPS) application on parking provision would be considered.
- iv) These parking lots shall be properly marked lots and comply fully with the layout dimensions as stipulated in the prevailing Parking Places (Provision of Parking Places and Parking Lots) Rules.
- v) In order to prevent illegal parking, the Successful Tenderer shall also submit a Standard Operating Procedure (SOP) to demonstrate how the increase in parking demand would be managed during major/special occasions when parking demand is higher than normal. Possible measures can include, but are not limited to, valet / tandem parking, encouraging the use of public transport and provision of shuttle services from / to MRT stations.
- vi) The SOP shall be submitted to LTA's Development and Building Control (DBC) for review and clearance during the Development Control (DC) and Building Plans (BP) stages.
- vii) The parking layout shall take into consideration both the needs of the worshippers as well as operational needs of the said Development.
- viii) The Successful Tenderer shall carry out the works at his own cost and expense.

## 2.10 VEHICULAR INGRESS / EGRESS

The Land Transport Authority (LTA) requires the Successful Tenderer to comply with the following requirements:

- i) The vehicular ingress / egress (the access) to the said Land shall be taken from Bukit Batok West Avenue 5 as shown indicatively in the Site Plan. The actual position is subject to LTA's approval based on the layout of the said Development to be proposed by the Successful Tenderer.
- ii) Access to service areas (e.g. bin centre, electrical substation, loading / unloading bays) shall be taken from within the said Development. No service access will be allowed to be taken from the public roads.
- iii) Any drop barrier to the car park or internal driveway shall be provided further inside the said Development's boundary so as to prevent spillage of vehicle queue onto the main road.
- iv) The Successful Tenderer shall at his own cost and expense construct the culverts for the access and hand it over to the relevant Competent Authorities for management and maintenance.
- v) Detailed plan submission, including the traffic plans for the said Development showing the details of the accesses etc., shall be made to Development Building Control (DBC), LTA, for review and clearance during the Development Control (DC) and Building Plan (BP) stage.

## 2.11 BICYCLE PARKING AND BICYCLE LIFT PROVISION

The Land Transport Authority (LTA) requires the Successful Tenderer to comply with the following requirements:

- i) The Successful Tenderer is required to comply in full with the LTA bicycle parking requirement under the Parking Places (Provision of Parking Places and Parking Lots) Rules 2018. A guide for Bicycle Parking and related facilities can be found in the Code of Practice for Street Works Proposals relating to Development Works and Code of Practice for Vehicle Parking Provision in Development Proposals.
- ii) Bicycle parking area(s) proposed based on dimensions illustrated in LTA's Code of Practice for Street Works Proposals relating to Development Works and Code of Practice for Vehicle Parking Provision in Development Proposals can be considered for GFA exemption. Any provision above the minimum requirement will be subjected to evaluation. The bicycle parking area(s), once approved, will not be allowed to be converted for other uses without the approval of the Authority and the relevant Competent Authorities.
- iii) The Successful Tenderer is encouraged to provide end-of-trip facilities such as showers, lockers and changing rooms in close proximity to the bicycle parking facilities where appropriate. These supporting facilities that fulfill LTA's guidelines can also be considered for GFA exemption subject to URA's evaluation. These area(s), once approved, are not allowed to be converted to other uses without the Competent Authority's approval.
- iv) The Successful Tenderer shall ensure at least one of the passenger lifts is able to accommodate minimum one horizontally standing bicycle, if the bicycle parking area is not located at ground level. The recommended dimensions for the lift can be found in Code of Practice for Street Works Proposals relating to Development Works.
- v) The Successful Tenderer should consider existing vehicular and pedestrian movement when locating bicycle parking lots within the subject site. Bicycle parking lots shall be segregated from pedestrian walkways, driveways and car park access to ensure safety of motorists, pedestrians and cyclists. It is advantageous to provide separate pathways for cyclists and motorised vehicles to avoid conflict between cyclists and other road users.
- vi) The design and layout of the bicycle parking facilities will be subject to the requirements and approval of the Authority and the relevant Competent Authorities at the formal submission stage and as set out in LTA's Code of Practice for Street Works Proposals relating to Development Works and Code of Practice for Vehicle Parking Provision in Development Proposals.
- vii) The Successful Tenderer shall be responsible for the operation and maintenance of the bicycle parking lots at all times and shall bear all the costs related to the proper functioning of the bicycle parking lots. The Successful Tenderer shall obtain clearance from the Competent Authority on all matters related to the bicycle parking facilities before commencing the construction of the bicycle parking lots.

## 2.12 WAYFINDING PROVISION

The Land Transport Authority (LTA) requires the Successful Tenderer to comply with the following requirements:

- i) The Successful Tenderer is to provide a comprehensive wayfinding system for the public to easily find their way to any transportation nodes within the vicinity of the said Development and towards the pedestrian and cyclist related facilities (e.g. bicycle parking) within the said Development. A guide for Wayfinding signage and related facilities can be found in the Code of Practice for Street Works Proposals relating to Development Works or <https://www.lta.gov.sg/content/dam/ltaweb/corp/GreenTransport/2016/Guide%20for%20Wayfinding%20Signage.pdf>
- ii) The Successful Tenderer shall obtain clearance from the Competent Authority on all matters

related to the wayfinding system before commencing construction of the said Development.

- iii) The Successful Tenderer shall be responsible for the maintenance of the wayfinding system at all times and shall bear all the cost related to the proper functioning of the wayfinding system.

### **PART III**

#### **3.0 OTHER REQUIREMENTS**

##### **3.1 CONSTRUCTION OF COVERED LINKWAY**

LTA requires the Successful Tenderer to comply with the following requirements:

- i) The Successful Tenderer is required to design and construct covered linkways from the said Development to the nearest bus stop along Bukit Batok West Avenue 5.
- ii) The parts of the covered linkways within the road reserve are to be designed as standalone structure i.e. separated from the internal structures. The detailed design and construction of the covered linkways are to comply with the requirements of LTA and the relevant Competent Authorities. The Successful Tenderer shall submit a detailed proposal of the covered linkways to LTA and all other relevant Authorities for approval.
- iii) The Successful Tenderer shall, at his own cost and expense, maintain the completed covered linkways to the satisfaction of the relevant Competent Authorities. LTA will only take over the portion of the covered linkways that is within the road reserve for maintenance upon the issue of Certificate of Statutory Completion (CSC).
- iv) All costs and expenses relating to the implementation of the proposed covered linkways and other incidental costs shall be borne by the Successful Tenderer.

##### **3.2 PRE AND POST CONSTRUCTION SURVEY**

- i) The Successful Tenderer/Qualified Person in charge of the engineering works shall submit to HDB an engineering works plan before the commencement of work. The engineering works plan shall be prepared, signed and supervised by the Successful Tenderer/Qualified Person. The following shall be included in the engineering works plan:
  - a. Layout plan including site boundaries and cross-sectional details of works;
  - b. Layout plan and cross-sectional details of retaining structure and temporary support;
  - c. Method Statement of Construction including the types of equipment to be used;
  - d. Method Statement of temporary and permanent works for excavation and construction;
  - e. Design calculations for work which affects HDB property;
  - f. Soil investigation report of said Land;
  - g. Proposal for monitoring the effect of the works on HDB property;
  - h. Condition survey of HDB property including photographs by an independent party with appropriate qualifications before construction work.
- ii) The Successful Tenderer/Qualified Person shall submit to HDB the condition survey of HDB property including photographs by an independent party with appropriate qualifications after construction work.

### 3.3 INSTRUMENTATION MONITORING

HDB requires the Successful Tenderer to comply with the following requirements:

- i) The Successful Tenderer/Qualified Person shall ensure that the proposed works do not affect the integrity or stability of the foundation and structure of HDB buildings. Hacking to existing HDB structures is not permitted. The minimum distance from existing edge of columns to proposed excavation/piling is 6 m. During the progress of the engineering works the Successful Tenderer/Qualified Person must provide adequate means of instrumentation to monitor the effect of the engineering works on HDB property. The Successful Tenderer/Qualified Person shall submit the type and location of such monitoring instruments and frequency of reading to HDB for clearance. The physical movement to be monitored shall include but not be limited to the following:-
  - a. Lateral deflection of retaining structure;
  - b. Vertical deflection of column of HDB property/building;
  - c. Settlement of apron slab and beam of HDB property/building;
  - d. Levels of road or carpark or sewer manhole adjacent to HDB property/building;
  - e. Ground water level below/adjacent to HDB property/building;
  - f. Vibration movement in HDB property/building.

The instrumentation readings shall be recorded and reviewed by the Successful Tenderer/Qualified Person, and he shall submit a report to HDB within a week of recording.

- ii) Instrumentation on Fiber Reinforced Polymer (FRP) columns (if any)

For the purpose of instrument installation, the diameter of holes drilled must not exceed 10mm. The minimum spacing between these drilled holes is 300mm, centre-to-centre. No ram setting is allowed on the columns. Upon removal of instruments, the column surface shall be reinstated to its original form, and painted.

- iii) Alert (Trigger) and Work Suspension (Allowable) Instrumentation Level

The Successful Tenderer/QP shall establish Alert and Work Suspension levels for the instrumentation reading of the physical movement mentioned in Appendix C Clause 3.3(vi) below. These Alert and Work Suspension instrumentation level readings shall be agreed upon with HDB before the commencement of Engineering works. On reaching a Work Suspension (Allowable) level at any location on site, the Successful Tenderer/QP is required to inform HDB through handphone and email immediately and follow up with a report to HDB reviewing the movement and predicting further movement up to completion of construction. Where necessary, the Successful Tenderer/QP shall submit to HDB for clearance, a proposal to limit further movement or additional monitoring. On reaching a Work Suspension level at any location, the Successful Tenderer/QP shall cause the work to be stopped. The Successful Tenderer/QP shall immediately inform HDB and implement measures to stop further movement. The Successful Tenderer/QP shall allow the work to continue only if the measures implemented are proved to be effective. The monitoring of movements shall be inclusive of another 6 months of monitoring after end of backfilling, shall be submitted to HDB.

- iv) Piling and Pipe Jacking Works

The Successful Tenderer/QP shall ensure that the method of piling, piling operation and pipe jacking do not affect the structural integrity or stability of the existing HDB buildings or any building under construction. Piling shall generally be constructed by non-displacement techniques such as augering. The stability of the ground shall be ensured by the use of appropriate measures designed by the Successful Tenderer/QP. Notwithstanding the method used in the piling work, the Successful Tenderer/QP shall review and closely monitor the technical parameters and Instrumentation level as stated in Appendix C Clauses 3.3(i) to 3.3(iii) above. The Successful Tenderer/QP shall ensure that the noise generated as a result of the piling work is also kept to a minimum and within the limit set by the Relevant Authority.



The Successful Tenderer/QP shall check the as-built plans on piling, footing, pile-cap and all related plans of the affected structures to ensure that their works do not encroach into existing piles, footings, pile-caps and other structures. A confirmation that such checks has been carried out shall be submitted to HDB (Building & Infrastructure Group) before work commences.

v) Excavation Work

The Successful Tenderer/QP shall ensure that excavation work does not cause the lowering of ground water table nor any lateral soil movement. If the lowering of ground water table or soil movement is expected, the Successful Tenderer/QP shall submit to HDB detailed calculations showing expected scale and magnitude, and the resultant load imposed on HDB building. The conditions of instrumentation and monitoring set out in Appendix C Clause 3.3(vi) below shall also apply to excavation work.

vi) Vibration

The Successful Tenderer/QP shall ensure that the proposed works or method of working does not cause undue vibration or unease and discomfort to HDB residents and damage to HDB property. The Successful Tenderer/QP shall take steps to minimise the magnitude and frequency of any such vibrations. If vibration is expected from the proposed works, the Successful Tenderer/QP shall submit to HDB detailed calculations showing the magnitude, frequency and the resultant load imposed on HDB property. The condition on instrumentation and monitoring contained in Appendix C Clauses 3.3(i) to 3.3(iii) above shall apply.

### 3.4 SERVICES AND SOIL REPORT

The information on existing services and soil report is indicative only. The HDB shall not be liable for any damages suffered or expenses incurred as a result of the information given and shall not be held responsible for their accuracy. There may be departures from the courses and there may also be other findings of which no record is held. The Successful Tenderer is advised to carry out his own site verification at his own cost.

For underground services lines, the Successful Tenderer shall also carry out his own site verification and arrange and obtain approval from the relevant Competent Authorities and pay for the cost of any diversion or provision of the services including sewer lines etc. He shall be deemed to have included in his tender price such verification and diversion of services which may affect the said Land to meet the specifications of the relevant Competent Authorities.

All new services lines serving the said Development shall be contained within the said Land boundaries. The approval of the relevant Competent Authorities must first be sought before any connection can be made. All costs incurred shall be borne by the Successful Tenderer.

There may be services within or near the said Land. Prospective tenderers are required to carry out due diligence by purchasing the services plans from the respective service providers. Please contact the respective service providers for the services plans. For plans on electrical cables and gas, please approach the following Competent Authority and Public Utility Licensee for details, as they would like to keep a record of the parties who view the plans:

#### Electricity and Gas

##### **SP PowerGrid Ltd**

Earthworks Monitoring & Cable Protection Section  
Pasir Panjang District Office  
25 Pasir Panjang Road  
Singapore 117536  
Tel: 6470 0660 / 6470 0621  
Fax: 6475 9400 / 6479 5660

More information on purchase of cable or gas pipe plans are available under contact us at <http://www.singaporepower.com.sg>.

## **Singapore Telecommunications Limited (Singtel)**

Singapore Telecommunications Limited  
Outside Plant Engineering  
375 Tanjong Katong Rd, #03-00  
Blk 1 Tanjong Telecommunication Complex  
Singapore 437132  
Tel: 6342 5900 / Fax: 6440 6305  
E-mail: [g-plansale@singtel.com](mailto:g-plansale@singtel.com)

More information on purchase of Singtel plant route plans are available at <http://info.singtel.com/earthwork>

### **3.5 EXISTING FOOTINGS, OBSTRUCTIONS AND OTHER MATERIALS**

There may be footings and other obstructions left in the ground. The Successful Tenderer shall at his own cost and expense carry out his own site verification of the possible positions of the footings, obstructions and other materials and ascertain the effect of these on the said Development.

The Successful Tenderer shall be deemed to have taken into account the costs of such verification, tests, removal of the possible footings, obstructions and other materials etc which may affect the said Development in his tender price.

### **3.6 SLOPES AND EARTH RETAINING STRUCTURES**

The Successful Tenderer shall ensure that all slopes and earth retaining structures where required shall be designed to comply with the requirements of the relevant Competent Authorities. All slopes and earth retaining structures shall be kept within the boundary of the said Land.

The Successful Tenderer shall submit the details and design calculations prepared by a Professional Engineer for any proposed slopes or earth retaining structures to HDB and to the relevant Competent Authorities for approval before commencement of works.

### **3.7 WORKING AREA**

The Successful Tenderer shall confine the construction work within the boundary of the said Land. He shall not cause obstruction to other parties who may be working around the said Land at the same time.

Hoarding shall be put up by the Successful Tenderer to ensure the safety and well-being of pedestrians. These hoarding shall be maintained in good condition throughout the project completion period of the said Development.

### **3.8 CLEANING AND MAINTENANCE OF ROADS AND DRAINS**

The Successful Tenderer shall maintain the cleanliness of public roads and drains used by his vehicles throughout the project completion period. He shall construct a washing bay for the cleaning of earth-laden lorries before they leave the work site and shall be responsible for cleaning up all deposits left by his vehicles on the road. The Successful Tenderer shall be responsible for paying any fines imposed by the relevant Competent Authorities e.g. Environmental Health Department, Traffic Police etc.

### **3.9 PLANS OF PROPOSED DEVELOPMENT**

The Successful Tenderer shall submit DC plans and BP to HDB for its endorsement on behalf of the Government as landowner before these plans are submitted to the Competent Authority for approval. The Successful Tenderer shall submit 2 extra sets of plans for HDB's retention.

The HDB shall have the right to require the Successful Tenderer to amend and modify the above mentioned plans submitted by him.

### **3.10 DEVIATIONS FROM PLANNING REQUIREMENTS**

The requirements set out in this Part relating to location, height, size, area or extent of uses, etc. are specified with a view to achieving the relevant planning objectives as outlined or indicated in the provisions in this Part. The Successful Tenderer may submit for the HDB's consideration alternative proposal to any such requirements. Where the HDB is satisfied that the alternative proposal will also serve to achieve the planning objective relevant to the requirement, the Successful Tenderer may be allowed to adopt such alternative proposal instead; in which event, the relevant provisions in this Part shall be deemed to be complied with. The HDB however reserves the absolute discretion to decide whether or not to allow any alternative proposal to be adopted.

**PROPOSED CHURCH DEVELOPMENT  
LAND PARCEL AT BUKIT BATOK WEST AVENUE 5**

**CONDITIONS AND REQUIREMENTS OF RELEVANT COMPETENT AUTHORITIES  
AND PUBLIC UTILITY LICENSEES  
(FOR INFORMATION OF TENDERERS)**

CONTENTS	PAGE
1.0 DEFINITION	53
2.0 GENERAL CONDITIONS AND REQUIREMENTS	53
3.0 LAND TRANSPORT AUTHORITY (LTA)	54
4.0 PUBLIC UTILITIES BOARD (PUB), CATCHMENT AND WATERWAYS DEPARTMENT	54
5.0 PUBLIC UTILITIES BOARD (PUB), WATER RECLAMATION (NETWORK) DEPARTMENT	57
6.0 PUBLIC UTILITIES BOARD (PUB), WATER SUPPLY (NETWORK) DEPARTMENT	59
7.0 NATIONAL PARKS BOARD (NPARKS)	62
8.0 NATIONAL ENVIRONMENT AGENCY (NEA)	63
9.0 SINGAPORE CIVIL DEFENCE FORCE (SCDF), FIRE SAFETY AND SHELTER DEPARTMENT (FSSD)	64
10.0 ELECTRICITY	65
11.0 TELECOMMUNICATIONS	65
12.0 GAS	66

## **1.0 DEFINITION**

The lease of the Land Parcel at Bukit Batok West Avenue 5 ("the said Land") is subject to the Additional Conditions of Tender and the Conditions of Tender for the said Land contained in the Developer's Packet.

## **2.0 GENERAL CONDITIONS AND REQUIREMENTS**

2.1 The Successful Tenderer is required to consult and comply with all technical conditions imposed by the relevant authorities such as Urban Redevelopment Authority, Land Transport Authority, National Environment Agency, Public Utilities Board, SP Power Grid and the Singapore Civil Defence Force, etc.

2.2 The Successful Tenderer for the said Land is required under the said Conditions of Tender to ascertain the exact and detailed conditions and requirements of all relevant Competent Authorities and Public Utility Licensees in respect of the said Land there on and shall at his own cost and expense observe and comply with the same.

2.3 Without affecting the generality of paragraph 2.1 above and without prejudice to the obligations of the Successful Tenderer as set out therein, the contents herein are provided for the information of the tenderers only. Whilst every care and attention has been taken in the compilation and preparation hereof, it does not warrant that the contents herein represent all the conditions and requirements of the relevant Competent Authorities and Public Utility Licensees in respect of the said Development on the said Land or that they are free from errors or omissions whatsoever. The contents herein are subject to changes by the relevant Competent Authorities and Public Utility Licensees concerned and the onus lies on the Successful Tenderer to verify these conditions and requirements directly with HDB, the relevant Competent Authorities and Public Utility Licensees and comply with their current conditions and requirements.

2.4 A summary of the initial services requirements of the relevant Competent Authorities and Public Utility Licensees is set out herein. It serves only as an indication of the possible work involved with regards to services, and is by no means exhaustive or final.

2.5 The Successful Tenderer shall ensure that the following requirements are complied with:

2.5.1 to consult and liaise directly with the relevant Competent Authorities and Public Utility Licensees regarding the actual locations of all service mains within the said Land and on the requirements and conditions for services diversion, if any, and provision prior to the commencement of site work. All necessary precautions shall be taken by the Successful Tenderer to safeguard the service mains before they are diverted.

2.5.2 to engage his own licensed Cable Detection Worker and licensed Telecommunication Cable Detection Worker to carry out cable detection and if necessary to carry out trial trenches to locate any manholes and cable routes prior to the commencement of site work. The Successful Tenderer shall bear the cost of any diversion work.

2.5.3 to ensure that all service mains that do not need to be diverted are identified and provided with protection, if necessary, during the construction stage of the said Development. The cost of repairs to any damaged service main as a result of work carried out by the Successful Tenderer shall be borne by the Successful Tenderer.

2.5.4 to ensure that the relevant Competent Authorities and Public Utility Licensees are allowed free and unconditional access at all times to services that remain within the said Land for the purpose of installation, maintenance, repair and improvement works and all other work and activities incidental thereto.

2.5.5 to make his own arrangements with the relevant Competent Authorities and Public Utility Licensees and pay for the fees and costs of any diversion and/ or "capping off" of existing services, provision of service mains and service connection, if any, in relation with the said Development.

- 2.5.6 to provide for all the internal distribution for water, electricity, drainage and sanitary discharge for the said Development.
- 2.5.7 to liaise with all the relevant Competent Authorities and Public Utility Licensees on upgrading the road reserves abutting the said Land to ensure that the necessary roadside drains, sidetable, kerb, etc are carried out in accordance with the prevailing Road Reserve requirements.
- 2.6 The Successful Tenderer shall be responsible to carry out at his own cost and expense his own site investigation to verify whether there is any sub-structure or other obstructions e.g. footings, piles, tree roots, etc, in the ground of the said Land, and ascertain their effect on the said Development.
- 2.7 There may be some other existing services affected by the said Development. The Successful Tenderer shall inform the relevant Competent Authorities and Public Utility Licensees immediately and bear the necessary cost of diversion and/or "capping off" of these existing services, if any.
- 2.8 In general, no structure shall be sited close to or over existing and proposed services. The Successful Tenderer shall comply with all requirements as stipulated by the relevant Competent Authorities and Public Utility Licensees.

### **3.0 REQUIREMENTS OF LAND TRANSPORT AUTHORITY (LTA)**

In addition to Appendix C clauses 2.9 to 2.12 and 3.1, LTA requires the Successful Tenderer to comply with the following requirements:

- i) The Successful Tenderer shall provide proper pick-up/drop-off points within the said Development to avoid affecting traffic on the roads.
- ii) The Successful Tenderer shall demonstrate that the pick-up/drop-off facilities within the said Development and internal circulation layout are operationally feasible and do not cause congestion on the public roads. This would be reviewed during the detailed plan submission stage to LTA.
- iii) All proposed street works, as well as proposed engineering / construction works within the road reserve shall be prepared/designed, submitted, supervised and constructed in accordance with Street Works (Private Street Works) Regulations, Street Works (Public Street Works) Regulations and the following prevailing standards and code of practice:
  - a) Street Works Proposals relating to Development Works
  - b) LTA Standard Details of Road Elements
  - c) Materials & Workmanship Specifications for Civil & Structural Works
  - d) Code of Practice for Road Opening Works
  - e) Code of Practice for Traffic Control at Work Zone
  - f) Architectural Design Criteria
  - g) Civil Design Criteria
- iv) The Successful Tenderer shall obtain clearance from the Competent Authority on all matters related to the bicycle parking facilities before commencing the construction of the bicycle parking spaces.
- v) The above comments should be incorporated in the detailed submission plans and to be submitted to LTA's Development and Building Control Division (DBC) at the DC and BP submission stages for approval.

### **4.0 REQUIREMENTS OF CATCHMENT AND WATERWAYS DEPARTMENT, PUBLIC UTILITIES BOARD (PUB)**

PUB requires the Successful Tenderer to comply with the following requirements:

- i) The said Land is not affected by the current drainage scheme.

- ii) Based on the latest edition of the COP on Surface Water Drainage, the minimum platform level (MPL) for the said Land shall not be lower than 600mm above the adjacent road/ground levels, whichever is the highest.
- iii) In complying with the minimum platform level requirement, the Successful Tenderer shall conduct thorough investigations of the said Land and determine suitable platform profiles to ensure that the runoff within, upstream of and adjacent to the said Land can be effectively drained away without causing flooding within the said Land and in the vicinity of the said Development. Any proposal to level/backfill the said Land shall be submitted to PUB for comments and approval.
- iv) The design and construction of the said Development within the said Land shall not cause or affect the structural integrity of the roadside drain/outlet drains.
- v) There may be other smaller drains on the said Land. The Successful Tenderer shall determine the details of these drains on the said Land. The Successful Tenderer shall also ensure that these drains are safeguarded in the said Land. Surface runoff from the said Land and all neighbouring lots must be allowed to discharge through the drains within the said Land. Please be reminded that all existing drains within the said Land shall not be altered/interfered with, without prior approval of the Department.
- vi) The existing drainage system shall not be altered or interfered with, without the prior approval of the PUB.
- vii) Any damages caused to the drainage structures shall be reinstated to the satisfaction of the PUB.
- viii) The said Land is within Kranji Water Catchment area. The following water catchment requirements are to be fully complied with:
  - a. Stringent pollution control measures shall be incorporated during the proposed works.
  - b. All sewage and sullage water shall be discharged into a public sewer.
  - c. Storage of toxic and hazardous materials shall not be allowed.
  - d. No pollutive contaminants shall be discharged into the drains leading into our stream intake.
  - e. If there are any earth filling works at the development site, good earth that is free of any debris or construction waste materials shall be used. If sand is used for backfilling, do not use marine sand. Only washed sand with chloride content not exceeding 0.01% (by weight) shall be allowed. Test reports on the chloride content of the washed sand shall be submitted to PUB(C&W) for records before commencement of works.
  - f. Effective erosion and sediment control measures shall be provided by the Successful Tenderer and the Qualified Person (QP) shall advise the Successful Tenderer to provide such effective measures and facilities with inputs from Qualified Erosion Control Professional (including site management system and perimeter cut-off drain, silt traps, storage ponds, treatment plants, etc) to ensure clean discharge that complies with the statutory requirement. The proposed erosion and sediment control measures shall be submitted by a Qualified Erosion Control Professional (QECP) to Public Utilities Board (PUB) before commencement of works. All affected watercourses shall be desilted and cleared until completion of work. You may download the latest version of the COP from the PUB website <https://www.pub.gov.sg/>.
- ix) PUB has in 2006 launched the Active, Beautiful and Clean Waters (ABC Waters) Programme. As part of the Programme, PUB has launched ABC Waters design guidelines which provide ideas on how natural runoff treatment systems termed ABC Waters design features such as rain gardens, vegetated swales and bioretention swales can be integrated within a development. These features detain/ slow down stormwater runoff and

improve water quality by using plants and soil. They also enhance landscape and biodiversity of the development. Specific information on the design of these features can be found at the website: <https://www.pub.gov.sg/abcwaters/designguidelines>

- x) Industrial, commercial, institutional and residential developments greater than or equal to 0.2 hectares in size are required to control the peak runoff discharged from the said Land. The maximum allowable peak runoff to be discharged to the public drains will be calculated based on a runoff coefficient of 0.55, and for design storms with a return period of 10 years and for various storm durations of up to 4 hours (inclusive). Peak runoff reduction can be achieved through the implementation of ABC Waters design features and structural detention and retention features, such as:

- Detention tanks;
- Retention/sedimentation ponds;
- Wetlands;
- Green roofs;
- Planter boxes;
- Bioretention swales;
- Porous pavements;
- Bioretention basins or rain gardens, etc.

The Successful Tenderer/ Qualified Person (QP) shall be required to submit details (calculations and/or hydraulic model results) showing how the proposed system meets the required peak runoff rates. Due consideration shall be given to meeting ABC Waters stormwater quality objectives, which will often require treatment of stormwater runoff using ABC Waters design features. For design guidance on the ABC Waters design features, the Successful Tenderer/ QP can refer to the ABC Waters Guidelines and relevant chapters in the Engineering Procedures, available on the PUB website.

- xi) PUB encourages the implementation of ABC Waters design features in the said Development as well as the achievement of ABC Waters certification. Information regarding ABC Waters Certification can be found via the link: <https://www.pub.gov.sg/abcwaters/certification>.

If applicable, the design and construction supervision of ABC Waters design features as well as drawing up the maintenance plan for these features shall be carried out by an ABC Waters Professional.

The Successful Tenderer may contact Ms Ong Geok Suat ([ong\\_geok\\_suat@pub.gov.sg](mailto:ong_geok_suat@pub.gov.sg)) and Ms Enid Chen ([enid\\_chen@pub.gov.sg](mailto:enid_chen@pub.gov.sg)) for issues related to ABC Waters design features.

- xii) The planning, design, construction activities and procedures for plan submission shall comply fully with the requirements as stipulated in the current edition of the Code of Practice on Surface Water Drainage and The Sewerage and Drainage (Surface Water Drainage) Regulations 2007. The Successful Tenderer may download the latest version of the COP from the PUB website <https://www.pub.gov.sg/drainage/COPsurfacewaterdrainage>.

- xiii) Safeguarding of existing drains/drainage facilities during construction works:

- a) The Successful Tenderer shall take due care and precautionary measures to ensure that no damage or settlement occurs to any existing drain/ drainage facilities in the course of the works. The Successful Tenderer shall carry out an impact assessment to establish the influence zone of the proposed works which affect the existing drains and drainage facilities. The impact assessment to be submitted to PUB shall be endorsed by a QP.
- b) Pre-work and post-work surveys shall be submitted to PUB and shall cover drains/ drainage facilities in the area affected by the works (and shall extend to at least the area within the second reserve of the MRT lines, if applicable). All drains/ drainage facilities shall be located and identified. The survey shall show the levels of the drains/



drainage facilities and shall be accompanied by a set of photographs showing the conditions of the drains/ drainage facilities. All survey work shall be carried out by a Registered Surveyor.

- c) The Successful Tenderer shall carry out soil instrumentation for monitoring the soil/ geotechnical/ structural movements or changes at and around the work-site in particularly existing drains/ drainage facilities throughout the contract period. The Successful Tenderer shall set the critical alert levels and put in place a contingency plan to rectify any damages to the drains/ drainage facilities. The soil instrumentation shall be monitored daily and weekly summary reports of the results of the soil instrumentation shall be submitted to PUB. Details of the contingency plan including the schedule of works and organization chart of the Successful Tenderer and consultant/contractor shall be submitted to PUB before commencement of works.
- d) In the event of breach of alert levels and/or anomaly in the soil instrumentation results, the Successful Tenderer shall alert PUB immediately and activate the contingency plan to mitigate and rectify the situation. The analyses and rectification reports of the affected drains and drainage facilities shall be submitted to PUB for comments/approval.
- e) The Successful Tenderer shall conduct a joint visual inspection and any defects identified shall be made good to the full satisfaction of PUB and shall follow up with an incident report for the affected drains and drainage facilities within 3 days including remedial/ repair works. If necessary, briefing/ meeting shall be conducted by the Successful Tenderer to address the damage and follow up actions to rectify the situation.
- f) The method of construction of temporary drains and/or drains affected by the works shall be submitted to PUB for comments and approval before commencement of the works. Upon completion of the works, post-condition survey and topography survey of the affected drains shall be submitted and PUB may request for joint site inspection of the rectification works.
- g) The Successful Tenderer shall inform PUB in writing at least one week before the commencement of any work at the site which affects drains.

Please contact Ms Tan Sok Hian at Tel: 6571 4069 / Mdm Tan Boh Hong at Tel: 6731 3484 for any clarification on the requirements of PUB **Catchment and Waterways Department**.

## **5.0 REQUIREMENTS OF WATER RECLAMATION (NETWORK) DEPARTMENT, PUBLIC UTILITIES BOARD (PUB)**

PUB requires the Successful Tenderer to comply with the following requirements:

- i) The planning of this project shall comply with the Code of Practice on Sewerage and Sanitary Works 2nd Edition 2019 [thereafter referred to as the "COPSSW (2nd Ed.)"].
- ii) There are existing 600mm diameter sewers and existing drain-lines within/in the vicinity of the proposed site. Thorough site investigation shall be carried out to determine the exact positions and levels of the existing sewerage infrastructure.
- iii) Manholes shall not be buried under any circumstances. Where there is a need to raise or lower any existing manholes, the Successful Tenderer shall liaise with PUB (WRN)'s Network Management Branch on such proposals and carry out the necessary works at his own cost and expense. The Successful Tenderer shall survey the final manhole top level using the affected existing manhole's invert level as the Temporary Bench Mark (TBM). The Successful Tenderer shall submit the as-built drawings, showing the final top levels of the impacted manholes, to PUB (WRN). For such proposals, please contact Mr Muhd Nur Afiq Selamat (email: [muhd\\_nur\\_afiq\\_selamat@pub.gov.sg](mailto:muhd_nur_afiq_selamat@pub.gov.sg)) or Mr Muhd Nabil Mohd Raus (email: [muhd\\_nabil\\_mohd\\_raus@pub.gov.sg](mailto:muhd_nabil_mohd_raus@pub.gov.sg)) at Tel: 6517 2230 from PUB(WRN).

- iv) The Successful Tenderer shall ensure that the premises is served by an adequate, effective and functional internal sanitary drainage and plumbing system and be connected to public sewers.
- v) For minimum clearances of utilities crossing and parallel to sewers, please refer to **COPSSW (2<sup>nd</sup> Ed.) Section 1.2.4 c**. In addition, pre- and post-construction CCTV inspection shall be carried out on the affected sewers and manholes. The CCTV reports and video shall be submitted to PUB(WRN). A WRc certified CCTV specialist contractor [<https://www.pub.gov.sg/Documents/RegisteredCCTVContractor.pdf>] shall be engaged to interpret, prepare, and certify CCTV reports in accordance with PUB(WRN)'s CCTV inspection requirements. Please note that the defect classification shall be in accordance with the latest edition of the WRc/WAA "**Manual of Sewer Condition Classification**".
- vi) All food establishments shall be provided with grease trap/interceptor of adequate capacity to prevent discharge of oils, fats and grease directly into the sewerage system in strict compliance with the **COPSSW (2<sup>nd</sup> Ed.), in particular Sections 4.2.2 and 4.6.1**. The grease traps shall be properly and regularly maintained such that the effluent from the grease traps shall meet the standards for discharging into the public sewerage system.
- vii) No building/ structure/piling/retaining structure, etc. (whether temporary or permanent), except lightweight and demountable elements (such as awnings, surface drains, compound boundary wall & fencing, planting troughs and link-way shelters), shall be sited over or across any sewers/pumping mains without the approval of PUB. All proposed structures shall be kept as far away from the existing sewers/pumping mains as possible and no nearer than the following minimum lateral clearances (also known as sewer/ pumping main setback):

Sewer/Pumping Main Nominal Diameter (mm), D	Sewer/ Pumping Main Depth (m)	Minimum Setback Distance (m)*
≤600	≤ 3	1.0
	> 3 and ≤ 5	1.5
	> 5	2.0

\*measured from the outer most edge of the structure, including footings and overhangs, to the **centreline** of the sewer/pumping main pipe or DTSS.

- viii) More details can be found in **COPSSW (2<sup>nd</sup> Ed.) Sections 1.2.4 and 1.2.5**.
- ix) No sewerage systems (including abandoned sewers/ pumping mains, any sensors, meters, equipment, instruments, etc. within manholes) shall be altered/interfered with without the approval from PUB(WRN). Where diversion/removal of any sewer/pumping main is required, it shall be carried out by The Successful Tenderer at his own cost & expense. Details of the diversion (pipe size, gradient, invert level, etc.) shall be submitted to PUB(WRN) for approval before the commencement of works.
- x) The Successful Tenderer shall be responsible for seeking approval from all relevant authorities/land owners for the proposed sewerage works to be carried out beyond the development site. Such approval or consent from the land owner/authorities shall not include any conditions that require PUB to provide a letter of undertaking to divert the sewerage infrastructure in future. The Successful Tenderer is to ensure that all sewerage and sanitary designs comply with PUB's Code of Practice.
- xi) All sewers and manholes shall be readily accessible at all times to PUB for inspection and maintenance.
- xii) All new vortex chambers shall be provided with air-tight and water-tight manhole covers. For any enquiries or clarifications, please contact Mr Peh Kok Heng (Tel: 6517 2225 or email: [PEH\\_Kok\\_Heng@pub.gov.sg](mailto:PEH_Kok_Heng@pub.gov.sg)) or Mr Zulhilmi Mohammad Arif (Tel: 6517 2215 or email: [Zulhilmi\\_MOHD\\_ARIF@pub.gov.sg](mailto:Zulhilmi_MOHD_ARIF@pub.gov.sg)) from PUB(WRN).

- xiii) Where there are any Specified Activities within the public sewer corridor [i.e. 10m for sewer/main of diameter <900mm, 20m for sewer/main of diameter  $\geq$  900mm and 40m for DTSS tunnel] as stipulated in **COPSSW (2<sup>nd</sup> Ed.) Section 2.1.2**, a written approval from the Director, Water Reclamation Network (WRN) Department of PUB should first be obtained before carrying out the specified activities at the site. The Successful Tenderer /QP shall submit the Application Form via the Protection of Water and Sewer Pipes (POWS) at <http://bpu.pub.gov.sg/pows> prior to any commencement of the specified activities. The applicant shall refer to **COPSSW (2<sup>nd</sup> Ed.) Section 2** for the technical requirements on sewer protection.
- xiv) The Successful Tenderer shall take every measure to protect all existing sewers, particularly large diameter ( $\geq$ 900mm) sewers, affected by or in close proximity of the proposed works.
- xv) The Successful Tenderer must check for the presence of public sewerage pipelines by referring to the Sewerage Information Plan (SIP) and through site investigation. The SIP is available on SLA's INLIS at <https://www.sla.gov.sg/INLIS/#/PUB/UP/Search>. Please note that the sewerage information in SIPs is indicative and for reference only. A thorough site investigation, including trial trenches, shall be carried out to determine the exact position and levels of the existing sewers.
- xvi) The guideline on 'Prevention of Damage to Public Sewerage System' can be found in PUB website at [https://www.pub.gov.sg/Documents/WRN\\_AdvisoryNotes.pdf](https://www.pub.gov.sg/Documents/WRN_AdvisoryNotes.pdf). The Successful Tenderer is required to submit a notification to our Network Management Branch (NMB) at least 7 days before the commencement of any works or specified activities within the public sewer corridor.

Please contact Ms Wong Kar Geok at Tel: 6731 3663 / Mr Zahirudin Bin Sulaiman at Tel: 6731 3582 for any clarification on the requirements of **Water Reclamation Network Department**.

## 6.0 REQUIREMENTS OF WATER SUPPLY (NETWORK) DEPARTMENT, PUBLIC UTILITIES BOARD (PUB)

PUB requires the Successful Tenderer to comply with the following requirements:

### I WATER SUPPLY INFRASTRUCTURE/LAND USE

- i) Provisions shall be made by the Successful Tenderer for PUB to lay new water pipes if required, along public road reserves / sidetables to the said Land. The cost for the laying of new water pipes, if any, and connecting pipe to serve the said Land shall be borne by the Successful Tenderer.

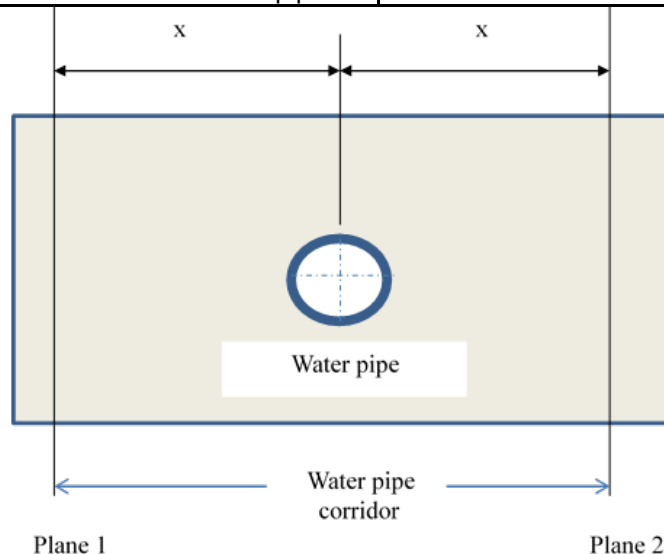
### II MARKING OF WATER PIPES

- i) The positions of all the water pipes as shown are **approximate** only. The Successful Tenderer is to determine by means of trial holes the exact alignment and levels of all existing water pipes during the design stage and inform PUB's Water Supply Network Department (WSN) whether they are affected by the proposed works so that PUB(WSN) can advise whether diversion is required. If diversion is required for water pipes of 300 mm dia and below, consultation must be made at least 6 months ahead. Diversion of existing water pipes of 500 mm and above, being vital water pipes should be avoided unless absolutely necessary. If diversion of water pipes is required, the Successful Tenderer shall carry out the diversion works of PUB existing water pipes at the Successful Tenderer's own cost and according to PUB requirements. This is to enable the Successful Tenderer to have better control of their own schedule of work and ultimately timely delivery of their projects. The Successful Tenderer will need to engage a qualified contractor to carry out the diversion work. The Successful Tenderer is required to reconstitute all or some pipelines affected by the said Development with new pipelines of suitable sizes, alignment and linkup points, etc. as directed by PUB, to ensure the water supply network resiliency is not compromised. PUB will work together with the Successful Tenderer for them to carry out

the diversions especially for diversions within the said Development.

- ii) No structure either permanent or temporary may be erected over or within 1 metre from PUB's water pipes. Buried water pipes require a minimum cover of 1 metre, and the Successful Tenderer must provide adequate protection for the water pipes should the cover be removed or reduced.
- iii) No services shall overcross or be erected over any water pipes. Where a cable, pipe or drain undercrosses a water pipe, a clearance of 1 metre is required. No manhole is allowed on top of any water pipes. There must be a horizontal clearance of 1 metre between the manhole and water pipes.
- iv) The Successful Tenderer shall take all necessary precautions to safeguard and to avoid damage to all water pipes. The cost of repairs to any water pipe damaged as a result of work carried out is to be borne by the party who caused the damage. The party will also be required to indemnify the PUB against all losses and claims arising from damage to water pipe. The party will also be billed for the estimated quantities of water loss from the damaged pipe. **The Successful Tenderer shall comply with the requirements stated in the prevention of damage to PUB's water pipes as shown in the PUB-WSN Advisory Notes in Appendix D(I).**
- v) Under the Public Utilities (Protection of Water pipes infrastructure) Regulations 2017, the Successful Tenderer shall make a submission to PUB(WSN) for specified activities carried out within the protection corridor of the water pipes prior to the commencement of works. For water pipes < 300mm dia, notification to PUB(WSN) with the required documents indicated in Pg. 2 of the above Advisory Notes will suffice. For water pipes  $\geq$  300mm dia, approval from PUB(WSN) is required prior to the commencement of works. Failure to comply will be guilty of an offence. Any person who is guilty of an offence under the Regulation shall be liable on conviction to a fine not exceeding \$10,000 and, in the case of a continuing offence, to a further fine not exceeding \$250 for every day or part of the day during which the offence continues after conviction. The protection corridor for water pipe is shown below. Submission of specified activities shall be made via email to [PUB\\_WSN\\_Surveillance@pub.gov.sg](mailto:PUB_WSN_Surveillance@pub.gov.sg) or PUB's Online Submission Portal, Protection of Water and Sewer pipes (POWS). The website for POWS is as follows: <http://bpu.pub.gov.sg/pows>.

Water Pipe	Distance X on either side from the centreline
<900 mm Diameter	10 metres
$\geq$ 900mm Diameter	20 metres
Tunnels and Tunnelled pipes	40 metres



- vi) In general, care should be exercised to prevent any damages to PUB's water pipes and

appurtenances. The Successful Tenderer is to note Section 57 of the Public Utilities Act which stipulates a duty to enquire on water pipes before any person digs, bores, trenches, grades, excavates, tunnels or breaks any ground with any mechanical equipment, tool or explosive. In addition, under Section 47A of the Public Utilities Act, any person who, whether wilfully or otherwise, removes, destroys or damages or causes or permits to be removed, destroyed or damaged, any water pipes belonging to or under the management or control of the Board, shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$40,000 or to imprisonment for a term not exceeding 3 months or to both; or if the water pipes is 300 mm or more in diameter, to a fine not exceeding \$200,000 or to imprisonment for a term not exceeding 3 years or to both. For more information of the Public Utilities Act, please refer to <https://sso.agc.gov.sg>

- vii) PUB's water pipes and connections must be accessible for maintenance and repair works at all times.
- viii) PUB's watermain valve chambers and appurtenances shall not be covered over.
- ix) PUB's water pipes shall not be subjected to more than 15 mm/s peak particle velocity for any work to be carried out in the vicinity of PUB's water pipe and appurtenances.
- x) Please inform PUB's 24-hour Water Service & Operations Centre at Telephone No. 6521 6488 immediately in the event of damage to any water pipe.

### III SUBMISSION OF PLANS

- i) The design of the internal water reticulation system shall comply with the Public Utilities (Water Supply) Regulations, Singapore Standard 636 - Code of Practice for Water Services and all other relevant statutory requirements. The modes of water supply to be adopted are as follows:

S/n	Height of Highest Fittings Above Mean Sea Level	Method of Supply
i)	Less than 25 metres	Direct
ii)	Above 25 metres but below *37 metres	Indirect supply through high level storage tanks
iii)	Above 37 metres	Indirect supply through low level tank with pumping to high level tanks
(* Refers to height of inlet pipe to high level storage tanks)		

- ii) Notwithstanding the above modes of supply, where water is essential for the operations of the proposed development, storage tanks of capacity equivalent to 1 day's water requirements shall be provided for the purpose of maintaining a continuous supply of water in the event of supply interruptions.
- iii) Where pumping system or storage tanks are required for the water services, a Professional Engineer must submit the Notification of Water Service Work together with a set of drawings to PUB(WSN). If all the fittings in the water service installation are receiving direct water supply from PUB mains, then a licensed plumber shall be engaged to submit the Notification of Water Service Work and a set of the drawings to PUB(WSN) prior to commencement of the installation work.
- iv) PUB is presently supplying NEWater for direct non-potable purposes such as for cooling towers, industrial processes, general washing, landscaping, and other non-potable purposes. All new non-domestic premises such as commercial and industrial developments, etc., including those existing premises undergoing addition/alteration works where it is applicable to use NEWater, are therefore required to provide a dedicated

NEWater pipe system now to facilitate the supply NEWater when it becomes available in future. Provision shall also be made for a NEWater storage tank to be installed within the premises with its inlet not higher than 15 m AMSL and a capacity equivalent to the 1 day's non-potable water requirement. There shall be no cross connection between the PUB water and NEWater supply pipelines. Developers/ consultants may consult PUB during the pre-planning stage on the detailed requirements.

- v) Water conservation measures as stipulated in the Public Utilities (Water Supply) Regulations and SS 636 – Code of Practice for Water Services shall be adopted.
- vi) Since April 2019, PUB has mandated the sale, supply and installation of at least 2-tick water fittings in all new and existing premises undergoing Addition & Alteration works. The said Development should obtain the Water Efficient Building (Basic) Certification by PUB.
- vii) Unless with written permission by PUB, fixed or movable sprinklers are not allowed to be used to deliver any form of water supplied by PUB, including potable water, NEWater, raw water, effluent water, industrial water for watering any garden, lawn or other land including commercial market gardens, commercial nurseries, sports grounds, golf courses, race courses, public and club tennis courts. Where possible, the Successful Tenderer is encouraged to use drought tolerant plants.
- viii) For non-domestic developments with estimated water requirements at least 5,000 m<sup>3</sup>/mth, and government developments with estimated water requirements at least 3,000 m<sup>3</sup>/mth, private water meters in accordance to PUB's requirements to monitor water usage in the key areas as stipulated in the Fourth Schedule of the Public Utilities (Water Supply) Regulations shall be installed.
- ix) Wherever possible, alternate sources of water (such as industrial water, high grade industrial water, sea water, recycled water, rainwater and AHU condensate etc.) should be used to meet the non-potable water requirements of the proposed development.
- x) Wherever possible, water recycling system should be set up to reclaim water for reuse for non-potable purposes such as production process, toilet flushing, irrigation and as cooling tower make up water, etc.
- xi) Use non-water cooled systems (such as air-cooled, refrigerant-cooled, etc.) for cooling purposes wherever possible.
- xii) Cooling towers should achieve minimum 7 and 10 Cycles of Concentration (COC) using potable water and NEWater respectively.

Please contact Ms Olivia Teo at Tel: 6885 2530 / Mr Ow Zhao Hui at Tel: 6885 2551 for any clarification on the requirements of **PUB Water Supply Network Department**.

## **7.0 REQUIREMENTS OF NATIONAL PARKS BOARD (NPARKS)**

NParks requires the Successful Tenderer to comply with the following requirements:

- i) Pursuant to the Parks & Trees Act (Cap.216), any tree with a girth exceeding one metre measured 1.0 metre from the ground, growing on, any tree conservation area or any vacant area shall not be cut except with the prior approval of the Commissioner of Parks and Recreation.
- ii) The Successful Tenderer shall ensure that roadside trees and green verge(s) abutting the subject site are not to be affected, especially by vehicular ingress/egress, acceleration/deceleration/storage/vehicular lanes, services access, bus stops, and any structure required under statute to be erected to divert or reconstruct services or road features/elements, etc. Similarly, the Successful Tenderer shall ensure that pick-up/drop-off points, taxi lay-bys, loading/unloading bays and fire engine hard-standing areas are to be located within the subject site.
- iii) The Successful Tenderer shall replace the existing roadside green verge fronting the



subject site if it is affected by the said Development. The width of the replacement green verge should be in accordance to LTA's standard road code for that category of road or match the existing green verge along the road, whichever is wider.

- iv) There must be no change of soil level to the roadside planting verge without prior approval from NParks.
- v) There must be no widening or raising of existing carriageways and realignment of road kerbs and drains on abutting roads without prior approval from the relevant authorities.
- vi) Development works are to be confined within the said Development boundary and approved working boundaries. There must not be any illegal dumping and/or storing of construction materials beyond this approved boundary. The said Development shall not encroach beyond the Road Reserve Line and affect any roadside table.
- vii) The said Development is to comply with requirements for green buffers and 2-metre wide peripheral planting verges. The green buffers and peripheral planting verges must be free from any encroachment above ground, and/or are to be recessed to at least 2-metre below ground level, and are not to slope with gradients steeper than 1:2.5.
- viii) The Successful Tenderer shall consult NParks' Greenery and Development Planning (GDP) Branch early at the planning and design stage on the felling of any trees that may be affected by the proposed development with a copy of recently survey plan of the site (of less than 2 years) and its peripheral roads, at a scale of at least 1:500, clearly indicating information of trees, such as location, species, height and girth. Relevant additional information such as plans on construction hoardings should also be submitted.
- ix) The Successful Tenderer is to consult NParks on the tree protection criteria for roadside trees during early planning and design stage.
- x) The Successful Tenderer is to inform NParks at least 8 weeks before the commencement of works for NParks to transplant/salvage existing affected plants within the said Land and/or existing affected roadside tables.
- xi) The Successful Tenderer shall comply with planting provision and aeration requirements for open air parking at street level. More details can be viewed on NParks' website at <https://www.nparks.gov.sg/-/media/nparks-real-content/partner-us/developers-architects-and-engineers/gdp-handbook-2018-apr-3.pdf>. See Chapter 3 on "Planting Provision for Open Air Parking Area at Street Level".
- xii) Vehicles are strictly prohibited from roadside verges at all times.
- xiii) Any disturbance to the roadside greenery (trees, shrubs and turf) must be reinstated by the Successful Tenderer to NParks' satisfaction.

## 8.0 REQUIREMENTS OF NATIONAL ENVIRONMENT AGENCY (NEA)

NEA requires the Successful Tenderer to comply with the following requirements:

- i) The said Land is located within a water catchment area, where rainwater and surface runoff are collected in the downstream reservoir for treatment to produce drinking water by PUB. The said Development shall not cause pollution directly or indirectly to our water resources. Any activities that could cause contamination problem to our water resources shall not be carried out. The Successful Tenderer is to ensure that the requirements for developments in water catchment areas as shown in **Appendix D (II)** are duly complied with.
- ii) Sewage and used water from the said Development shall be discharged into the public sewer. The Successful Tenderer of the said Development shall check with PUB (WRN) on the point of sewer connection and the allowable discharge rate.
- iii) Abatement measures shall be provided for all proposed M&E equipment installed in the

said Development to mitigate the impact of noise, smell, fume, vapour or heat flux from operations and maintenance of these equipment on residential and noise sensitive premises. The QP/Successful Tenderer shall ensure that the noise emitted from the operations of M&E equipment installed in the said Development does not cause nuisance to surrounding residential and noise sensitive premises. The QP/Successful Tenderer shall comply with the NEA's Technical Guidelines on Boundary Noise Limits for Air-Conditioning and Mechanical Ventilation Systems in Non-Industrial Buildings for the noise limits. A copy of the said Guideline may be viewed at the following website: <https://www.nea.gov.sg/docs/default-source/default-document-library/technical-guideline-on-boundary-noise-limit-for-air-conditioning-and-mechanical-ventilation-systems-in-non-industrial-buildings---feb-2018.pdf>.

- iv) The management of the said Development shall:
  - a. Incorporate abatement measures in the design of the said Development to mitigate any potential disamenities posed to surrounding residential premises;
  - b. Pro-actively engage the community together with Ministry of Culture, Community and Youth (MCCY) to foster better understanding and tolerance of the religious rites and activities conducted at the proposed place of worship;
  - c. Take all practicable measures when conducting religious activities/ceremonies in the premises to minimise any potential disamenities posed to the neighbouring residential premises; and
  - d. Work with the relevant authorities and agencies to co-manage any feedbacks from residents, including implementing additional abatement measures where feasible to mitigate any potential disamenities posed by the religious rites and activities.
- v) The said Development shall comply with all the applicable requirements and provisions of the Singapore Standard on the Code of Practice for Pollution Control (i.e. SS593:2013), the Code of Practice on Environmental Health, the Code of Practice for the Control of Legionella Bacteria in Cooling Towers, the Guidelines on Boundary Noise Limits for Air-Conditioning and Mechanical Ventilation Systems in Non-Industrial Buildings, the Environmental Protection and Management Act, the Environmental Public Health Act, the Energy Conservation Act, and their Regulations.
- vi) Under the Environmental Protection and Management (Control of Noise at Construction Sites) Regulations, construction sites within 150 m of residential estate need to comply with the more stringent noise limits at construction stage especially during night time hours, Hence, the Successful Tenderer shall implement noise control measures during the construction period to ensure that the noise emission levels from the building and construction activities are within noise limits and would not cause nuisance to any nearby residents. In addition, construction activities are not allowed from 10pm on Saturday and eve of public holiday to 7am on the following Monday and the day after the public holiday respectively.

## **9.0 REQUIREMENTS OF FIRE SAFETY AND SHELTER DEPARTMENT (FSSD), SINGAPORE CIVIL DEFENCE FORCE (SCDF)**

SCDF requires the Successful Tenderer to comply with the Fire Safety Act and Regulations, the prevailing "Code of Practice for Fire Safety Precautions in Buildings" (Fire Code), the relevant Codes of Practices and Guidelines, and SCDF Circulars. These general fire safety requirements are also applicable to any proposed temporary usage or installation. In addition, the following conditions will apply when applicable:

- i) To consult SCDF on the specific design requirements if the premises is to store, handle, use, transport or import of hazardous materials, which may have impact within the premises or on the surrounding existing or new developments. SCDF may impose the Quantitative Risk Assessment study (QRA) and/or additional Fire Safety requirements, or disapprove such proposal if there is possible impact within the premises or on the surrounding developments.



- ii) To consult SCDF on any specific developments or structures having impact on SCDF operations, e.g. deep basement works (which are more than 4 storey or more than 24 metres in depth), tunnel or any other special developments, etc. SCDF may impose additional Fire Safety requirements.
- iii) The said Development shall not affect other existing surrounding developments (neighbouring) such as their exit provision, sidelane / backlane, window openings [the unprotected openings requirements, i.e. the Successful Tenderer and their QP shall strictly observe these existing conditions and provide more setback if necessary to prevent fire spread] and fire engine accessway etc. The Successful Tenderer and their QP shall consult FSSD (SCDF) directly for those new proposed building structures to be sited near to common boundary line, as additional Fire Safety requirements may be imposed.
- iv) For applications of non-exclusive and limited religious use, the Successful Tenderer shall liaise directly with the building owner/management to ensure their proposed usage and number of occupants for that particular room/floor does not exceed the limit as originally designed and approved for. The Successful Tenderer shall also provide the full details to the building owner/management so that the Emergency Response Plan (ERP) can be updated accordingly.
- v) For new road development (including road widening, realignment, road expunction & interim measures, etc.), it shall not affect or encroach upon any part of existing development compounds. For public fire hydrant, do liaise with PUB directly for any proposed relocation or erection of new fire hydrant.
- vi) For drainage systems development (including widening, realignment, extension and interim measures, etc.), they should not affect or encroach upon any part of existing development compounds.
- vii) Before making any commitment (purchase/occupation or rental/lease, etc.) or commencement of any proposal, the Successful Tenderer shall engage a QP to carry out a feasibility study to ensure the entire premises and new proposals are able to comply with all the Fire Safety requirements (the Fire Code & other relevant standards/guidelines/circulars). The feasibility study shall also ensure those existing fire safety provisions of surrounding developments are not affected. The QP will then assist them to obtain the FSSD's Plan Approval and the FSC. If the Successful Tenderer has any doubts or queries regarding the fire safety requirements or plan approval procedures, he shall visit the FSSD at SCDF Headquarters, 91 Ubi Ave 4, for a walk-in consultation.

## **10.0 ELECTRICITY**

- i) The Successful Tenderer shall liaise with the Transmission Licensee authorised under the Electricity Act for the electricity supply and any other electrical provisions required for the purpose of and in connection with the said Development.
- ii) The Successful Tenderer shall apply to the SP PowerGrid Ltd directly for the electrification scheme and any electrical substation, which need to be constructed within the said Land to serve the said Development. The Successful Tenderer shall be deemed to have included in his tender price for the construction of the electrical substation(s).

## **11.0 TELECOMMUNICATIONS**

- i) The Successful Tenderer shall liaise with the Telecommunication System Licensee authorised under the Telecommunication Act, for the telecommunication supply to the said Development.
- ii) The Successful Tenderer shall provide all facilities for telecommunication services, such as MDF room, Telecom riser ducts, lead-in pipes and manholes etc, within the said Land. All Telecom facilities shall be provided according to the prevailing Info-communications Media Development Authority of Singapore (IMDA) Code of Practice for Info-communications Facilities in Buildings.

- iii) The Successful Tenderer is advised to consult the relevant Telecommunication System Licensees (e.g. Singapore Telecommunications Ltd, StarHub Ltd, StarHub Cable Vision Ltd, SP Telecommunications Pte Ltd, etc) early during the planning stage of the said Development, on the location and diversion of existing Telecoms services.
- iv) The detailed Telecoms facilities plans for the said Development shall be submitted to and duly verified by Telecommunication Facility Co-ordination Committee (TFCC) through the CORENET esubmission system, and approved by the IMDA prior to the commencement of works.

## **12.0 GAS**

- i) The Successful Tenderer shall liaise with the City Gas Pte Ltd on the requirements for gas supply to the said Land.
- ii) The Successful Tenderer shall at his own cost and expense carry out trial trench/ holes to determine the exact alignment and levels of any identified gas main during the design stage and ascertain whether they will be affected by the development works. If affected, the Successful Tenderer shall liaise with the Gas Transporter to request for diversion. The Successful Tenderer shall provide a suitable diversion corridor and the proposed corridor for the gas mains diversion works must be made available without any obstructions. The Successful Tenderer shall contact [gasenquiry@spgroup.com.sg](mailto:gasenquiry@spgroup.com.sg) for diversion consultation if the gas mains are affected and bear the necessary diversion cost.

To: Agencies/ Developers/ Qualified Persons/ Contractors

**PUB (WSN) ADVISORY NOTE- PREVENTION OF DAMAGE TO WATERMAINS**

Our records show that there are existing watermains within and in the vicinity of your development lot. The Developer / Contractor is required to notify/obtain a written clearance from PUB (WSN) before carrying out any earth work/ piling work/ building work at the site, satisfying all the Conditions and Requirements set hereunder.

Works within the protection corridor of watermains < 300mm diameter require only a notification. There is no necessity to await PUB's response upon notification with the required declaration (Appendix 4) and supporting documents (1.A to 1.E) before commencement of work.

For works within the protection corridor of watermains  $\geq$  300mm diameter, PUB will review the submissions within 14 working days, and if the declaration (Appendix 4) and all the documents (1.A to 1.E) are in order, grant in-principle clearance for the Works. **NO WORKS ARE TO COMMENCE UNTIL CLEARANCE HAS BEEN GRANTED BY PUB, to do so.**

**Penalties under PUB Act/ Regulations**

We would like to draw your attention to Section 57 of the Public Utilities Act which stipulates a duty to enquire on water mains if any person wishes to carry out any work in the vicinity of watermains. We wish to highlight that under Section 47A of the Public Utilities Act, any person who, whether wilfully or otherwise, removes, destroys or damages or causes or permits to be removed, destroyed or damaged, any watermains belonging to or under the management or control of the Board, shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$40,000 or to imprisonment for a term not exceeding 3 months or to both; or if the watermains is 300 mm or more in diameter, to a fine not exceeding \$200,000 or to imprisonment for a term not exceeding 3 years or to both.

Under the Public Utilities (Protection of Water Pipes Infrastructure) Regulations 2017, which stipulates that for water pipes smaller than 300mm, the QP/PE/contractor shall notify PUB before commencement of the works. No approval by PUB is needed. For water pipes equal to or larger than 300mm, the QP, PE or contractor shall submit an application to PUB and obtain PUB's approval before commencement of works. Any person who is guilty of an offence under the Regulation shall be liable on conviction to a fine not exceeding \$10,000 and, in the case of a continuing offence, to a further fine not exceeding \$250 for every day or part of the day during which the offence continues after conviction.

For more information of the Public Utilities Act and Regulations, please refer to <http://statutes.agc.gov.sg/>.



Water for All: Conserve, Value, Enjoy

### **Mandatory requirement before commencement of works**

Our records show that there are existing watermains within and in the vicinity of your development lot. A copy of the **Watermains Plan** is attached, for your reference ONLY.

Where the proposed works are to be carried out within a watermain corridor (see para 4. A and 4. B), the Developer/ Contractor shall notify and obtain the written approval from PUB before the carrying out of any activity.

**The below requirement are deemed necessary and must be carried out by you, failing which PUB's clearance will not be granted:**

1.A	Declaration form by QP. Refer to Appendix 4.
1.B	Detailed method statement and drawings for the construction works, details of the machinery/equipment used with analyses / assessment to demonstrate that the construction method proposed will not cause any impact or damage to the watermain. Include PE endorsed design for the support of watermain and joints in case of the necessity to exposure the watermains (see para 6. G).
1.C	Construction Impact Assessment Report (CIAR) - The QP is to carry out a construction impact assessment of the construction effects of the works on the watermains in the vicinity of the works and submit the report to PUB. Refer to para 6. B for detail.
1.D	Instrumentation and monitoring plan of all the watermains that in the QP's view are likely to be affected by the works. Refer to para 8. A to H for detail.
1.E	PUB would require the owner/developer/contractor to install surveillance cameras for works within watermain setback distance (see para 3. B) for watermains $\geq$ 900mm diameter (see para 9. A and B).

### **Who to make the submissions for the proposed works to PUB(WSN)**

Before commencement of works, the owner/developer shall engage a Qualified Person to undertake the design and make and endorse all submissions to PUB.

For activities requiring BCA approval

- the QP is the PE appointed by the contractor/person carrying out activity

For activities not requiring BCA approval

- the QP is the PE appointed by the contractor/person carrying out activity, or
- contractor/person carrying out activity where PUB has dispensed the need for PE

The Professional Engineer shall have registered with the PE Board, Singapore and possess a valid practicing certificate.



Water for All: Conserve, Value, Enjoy

### **How to make the submissions for the proposed works to PUB(WSN)**

Submissions shall be made via email to [PUB\\_WSN\\_Surveillance@pub.gov.sg](mailto:PUB_WSN_Surveillance@pub.gov.sg) or via PUB's Online Submission Portal, Protection of Water Pipes and Sewers (POWS). POWS serves as a centralised portal for processing of submissions by Qualified Persons/Professional Engineers/Contractors prior to carrying out specified activities near water pipes and public sewers.

- The link to POWS is as follows: <https://bpu.pub.gov.sg/pows>.
- SingPass login is required to access the portal.

### **Contact for Enquires on the submission to PUB(WSN)**

For submissions/enquiries on protection of water pipes, you may send an email or call the following officers:

- Potable Water/NEWater/Industrial Water pipelines at Northern & Eastern areas – Mr Delvis Chew at [delvis\\_chew@pub.gov.sg](mailto:delvis_chew@pub.gov.sg) or DID 96604443
- Potable Water/NEWater/Industrial Water pipelines at Central & Western areas – Mr Chu Guang Sing at [chu\\_guang\\_sing@pub.gov.sg](mailto:chu_guang_sing@pub.gov.sg) or [PUB\\_WSN\\_Surveillance@pub.gov.sg](mailto:PUB_WSN_Surveillance@pub.gov.sg) or DID 82988420
- Raw Water pipelines – Mr Roderick Ho at [roderick\\_ho@pub.gov.sg](mailto:roderick_ho@pub.gov.sg) or DID 65172916
- General enquires – [PUB\\_WSN\\_Surveillance@pub.gov.sg](mailto:PUB_WSN_Surveillance@pub.gov.sg)



Water for All: Conserve, Value, Enjoy

## **Appendix 1**

### **Duty and Responsibility to locate and positively identify PUB watermains**

2. A The information of the watermains on this plan is valid as at date plotted and is given without any liability for any error, mis-statement or omission therein. Positions of watermains as shown in the plan are **approximate** only. Smaller submains and connections to customers' premises /properties are not indicated in this PLAN.

2. B The exact locations and depths of all watermains (including the smaller submains and connections), must be positively identified by you on site by means of trial holes conducted using manual excavation. The presence of water meters nearby indicate the presence of connections and these pipes shall be positively identified on site by trial holes. The alignment of the watermains must be pegged on site, so that the alignment is clearly visible and appropriate protection measures can be adopted.

2. C Do have proper protection for our existing watermains during excavation. PUB's watermains are not to be exposed, suspended or otherwise interfered with without prior approval from PUB. All exposed watermains should have a PE's certification on the design for supporting the existing watermains.

2. D Our watermains and appurtenances must be accessible for maintenance and repairs at all times. All chambers and appurtenances within the construction site should be clearly demarcated, suitably protected and hoarded up. Under no circumstances, shall any earth spoil or debris or any construction activities cover our chambers and appurtenances. All other necessary precautions must be taken by the contractor to safeguard and to avoid the damage to the watermains.

2. E The alignment of the watermains must be pegged on site, so that the alignment is clearly visible and appropriate protection measures can be adopted. You shall reconfirm the alignment of the watermains before reapplying missing or faded pegs and surface markers on the ground or inside trench.

2. F You shall update the peggings / markings at the worksite after the carrying out of any watermain diversion, decommissioning of watermains or commissioning of new watermains. You shall brief all worksite personnel of the new positions of the watermains.

2. G Trial trenches conducted may not locate the watermains, as shown on the plan. This does not mean that the watermain is not there. The watermain may be the deeper than the depth of the trial holes. The Developer/ Contractor shall then undertake geophysical or other methods to positively identify and locate all the watermains, shown on the plan.

2. H Please contact PUB officer in-charge for assistance if you are unable to detect the exact locations of the watermains on site.



Water for All: Conserve, Value, Enjoy

**General Requirements**

3. A No structure, including rigid pavement either permanent or temporary shall be erected over our watermains. Our buried watermains require a minimum cover of one metre, and you must not at any time increase, reduce or remove this, without our approval. The Developer/ Contractor is required to provide adequate protection for our watermains.

3. B No structure either permanent or temporary shall be erected over or within the below minimum setback distance from the watermain.

**WATERMAIN SETBACK DISTANCE CLEARANCE REQUIRED**

<b>Watermain Diameter (mm)</b>	<b>Nett Clearance Required</b>
100 to 600 (depth ≤ 3m)	1.0m from outer edge of any structure to centreline of water pipe
100 to 600 (depth > 3m to 5m)	1.5m from outer edge of any structure to centreline of water pipe
150 to 600 (depth > 5m)	2.0m from outer edge of any structure to centreline of water pipe
> 600 to 1500	2.5m from outer edge of any structure to outer edge of water pipe
> 1500 to 2200	3.0m from outer edge of any structure to outer edge of water pipe
> 2200, Tunnels or Tunnelled pipes	4.0m from outer edge of any structure to outer edge of water pipe

3. C All services must undercross our watermains. Services undercrossing our watermains shall be protected throughout the entire width of the undercrossing section and a minimum clearance of 1 metre all-round the pipe must be provided.

3. D No heavy machinery or vehicles shall be driven over PUB watermains. Where vehicles need to cross any existing watermains, adequate protection would have to be installed e.g. use of steel plates over the ground with sufficient earth cover of 1m minimum, above the pipes for load distribution during construction access. There shall be no stacking and storage of materials or parking of vehicles directly above the watermains.

3. E PUB will not be held responsible for any damage or injury caused to any persons, property, road, etc as a result of watermain leakage due to the Developer/Contractor’s works. The Developer/Contractor shall be fully liable for any damage caused to adjacent property whether public or private as a result of any leakage from the watermain due to his works. The Developer/Contractor shall undertake all repairs to the adjacent property at his own costs and reimburse the owners directly for any consequential claims or expenses claimed by them. The

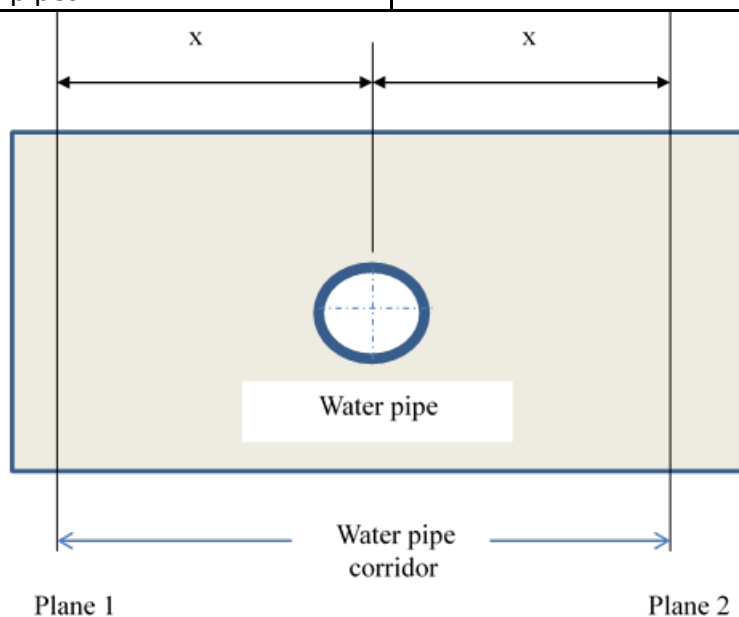
Developer/Contractor will also be required to indemnify PUB against all losses and claims arising from damage to watermains.

**Verification of Proposed Works within Watermain Corridor**

4. A After positively identifying existing watermains on site (including its depth and alignment), the Developer/ Contractor shall assess whether if the proposed works lie within the water main corridor, as indicated in the Table below.

4. B The water main corridor as set by PUB, is the distance between two vertical planes, on either side of the centreline of any watermain, as specified in the table below.

Water Pipe	Distance X on either side from the centreline
<900 mm Diameter	10 metres
≥ 900mm Diameter	20 metres
Tunnels and Tunnelled pipes	40 metres



**Watermains Diversion for Proposed Works within Watermain Corridor**

5. A The Developer / Contractor shall consult PUB at the earliest opportunity during the design stage on the handling of the affected watermain. The Developer / Contractor shall arrange for site meetings with PUB to seek PUB’s comments on whether the affected watermain should be diverted or remain in its original position with adequate protection measures implemented. If deemed necessary by PUB, the affected watermain shall be diverted out of the watermain corridor and the Developer / Contractor shall be responsible for engaging a Licensed Plumber / Contractor to carry out the diversion works according to PUB’s pipe-laying specifications. If PUB





Water for All: Conserve, Value, Enjoy

deems that diversion of the affected watermain is not feasible, the Developer / Contractor shall make necessary modifications or design changes to his works such that the watermain is either no longer affected or adequately protected by appropriate measures.

5. B If PUB deems that that the proposed works (whether within or outside of the watermain corridor) impose risks or constraints on the future operation, maintenance or repair of the watermain, PUB may direct the Developer/ Contractor to divert the watermain or make necessary modifications or designs changes to his works.

5. C In general, watermains of 500mm in diameter and above are considered critical and shall not be diverted unless absolutely necessary.

5. D The cost of all abovementioned diversions, modifications and design changes to proposed works, as PUB may direct, shall be borne by the Developer / Contractor.

#### **Responsibilities Required from Qualified Persons**

6. A The developer/contractor's QP shall submit for the information of PUB the procedures and methods for all excavation and other construction works within the entire corridor of the watermains to prevent damage to the watermains during the work. See para 1. A to 1. E.

6. B Construction Impact Assessment Report (CIAR) - The QP is to carry out a construction impact assessment of the construction effects of the works on the watermains in the vicinity of the works and submit the report to PUB. The report shall include the following details:

- (i) The ground conditions, geotechnical profiles and relevant borehole logs.
- (ii) The proposed construction equipment and methods, and sequencing of construction.
- (iii) Assessments on the use of the proposed construction equipment /methodology on the existing watermain, vibrations, ground displacements and groundwater draw downs and how the impacts would be mitigated to meet requirements. (See para 6. C to F)
- (iv) The damage potential and risks to the watermains.
- (v) Preventative and precautionary measures to protect the watermains from damage and remedial measures to be taken in the event of damage/incidents.

6. C Equipment Vibrations - Construction activities such as piling, excavation, soil improvement, diaphragm wall and retaining wall construction etc and the use of construction equipment such as piling/boring machine etc shall not subject the watermain to a peak particle velocity (PPV) exceeding 15 mm/s at any frequency. The QP shall provide a detailed impact assessment that clearly demonstrates the vibration attenuation for each of the equipment proposed to be used at the development site and in similar ground conditions to show that this vibration limit would not be exceeded on the existing watermains.

6. D Groundwater Drawdown – The developer/contractor's QP shall confirm that there will not be any groundwater drawdown in the vicinity of the PUB watermain. If there is drawdown



Water for All: Conserve, Value, Enjoy

of groundwater, the developer/contractor's QP shall propose mitigation measures.

6. E For Cement-lined Steel and Cement-lined Ductile Iron pipes:

In general, the allowable limits are as follows:

1. longitudinal deflection – not exceeding  $L / 250$  or 20mm whichever is lesser, where L is defined as the calculated length of sagging pipe section, at ends of which there will be no expected horizontal nor vertical movement.
2. diametrical deformation – not exceeding 2% of the pipe diameter
3. The total stress on the pipe at any point (including existing stress and additional stress due to the proposed works) shall not exceed  $133 \text{ N/mm}^2$ .

6. F For Cement-lined Cast Iron Pipes (with lead-caulked pipe-joints):

All cast iron pipes are assumed to take zero longitudinal deflection and zero diametrical deformation. This is because existing cast iron pipeline are old and due for replacement. They cannot be subject to any additional loading/ stresses. Development near a cast iron pipeline must be designed to prevent any increase in stress / strain to the pipeline.

6. G If water pipes are required to be exposed and supported to facilitate construction works, QP needs to provide PE endorsed design for the utility support. The watermain should be supported by box-in structural design that can fix the pipe rigidly on all 4 sides to prevent movement/deflection of the water main, especially at the spigot & socket or welded joint positions. Please provide wooden wedges or rubber shims in between the supports and pipe to further prevent any movement and damages to the pipes once the metal supports are in place. Extra precaution should be taken at the pipe bends due to additional thrust force at pipe bends.

6. H You shall not dig any trial holes in the vicinity of watermains without the written consent from PUB. You shall comply with any additional requirements that may be imposed by PUB.

6. I The QP shall advise PUB on the likely risk to the watermain and his proposed mitigating measures for preventing the water mains from damage to the satisfaction of PUB.

6. J If there are changes to the schedule for the carrying out of the work or changes in the work method, the QP shall study the implications, review the earlier impact assessment that had been carried out and promptly notify PUB if there are any changes to such earlier assessment.

### **Good Practices at Worksite**

7. A You should provide full-time site supervisor to monitor the worksite operations for the entire duration of any work. You shall ensure that the site supervisor is familiar with these requirements.

7. B You shall ensure that daily site briefings with all worksite workers are conducted (in languages that are understood by all workers) to remind them about the location of the watermains and the measures to be taken to prevent damage to the watermains. You shall keep



Water for All: Conserve, Value, Enjoy

records of such daily briefings (which shall include but are not limited to date and time, venue and person conducting the briefings, contents of briefings and the list of worksite workers who have attended such briefings). You shall also disallow any worksite worker who has not attended such briefings from being involved with any part of the intended work. New staff must be briefed before they start work.

7. C You shall inform PUB officers of the identity of the Worksite management/ QP(S)/ Provisional Registered Excavator Operator (PREO)/ Registered Excavator Operator (REO), the proposed methods of carrying out of the work and/ or location of the proposed work. You shall also inform PUB officers if there are any changes to the above.

7. D You shall ensure that information on the presence of watermains in the vicinity of the worksite and all mitigation measures to be taken to prevent damage to such watermains have been communicated and adhered to by all personnel of all working levels in the project team, including sub-contractors and any third party who are in any way involved with any part if the intended work.

7. E You shall contact PUB if you find any live or abandoned watermains in the course of carrying out any work at the worksite which have not been shown in the Water Service Plan.

7. F You shall provide adequate lighting if the work are to be carried out at night.

7. G You shall engage only a REO or PREO to operate a powered mechanical excavator.

7. H You shall ensure that powered mechanical excavation is only used, under the close standing supervision of a full time site supervisor, when working near or above any watermain.

7. I You should implement a PTW system to monitor and ensure that all Earthworks are properly tracked and controlled if such Earthworks are to be carried out in the vicinity of watermains. Under the PTW system, such Earthwork shall be approved by the manager of the project or his authorised deputy. You shall periodically audit the PTW system for its effectiveness.

### **Instrumentation and Monitoring**

8. A The QP shall include in the monitoring plan of all the watermains that in his view are likely to be affected by the works.

8. B The QP's method statement shall include the proposed monitoring intervals and all requirements imposed by PUB.

8. C The QP shall be responsible for ascertaining and setting the safe limits (including alert level and work suspension level) of ground movements, vibration levels or other changes for ensuring the structural integrity and proper functioning of all watermains. He shall provide comprehensive basis for the proposed safe limits. See para 6. C to F.



Water for All: Conserve, Value, Enjoy

8. D The QP shall verify and certify by monitoring that the permissible limits set for deformation and vibration are not exceeded.

8. E It shall be clearly understood that the submissions of the instrumentation monitoring results and reports to PUB are only for PUB's information. The QP shall be fully responsible for the analysis and interpretation of all the readings and measurements and for taking all remedial measures where necessary. When abnormal readings or measurements are obtained, QP shall immediately investigate the causes of the abnormalities and take all necessary remedial measures. QP shall promptly inform PUB should such abnormalities be likely to affect the structural integrity of the watermain.

8. F Instrumentation monitoring regime consists of inclinometers, ground settlement markers, vibration meters, piezometers, strain gauges, rod extensometers, etc. shall be carried out by QP to check whether ground movements & vibration impacts are within allowable limits during the construction works. Records of the instrumentation monitoring regime shall be endorsed by the QP and properly maintained at the site, submitted to PUB or made available for inspection by PUB upon request. See para 6. C to F.

8. G The QP shall monitor and review the instrumentation monitoring results daily, looking out particularly for excessive ground movements that may cause damage to the watermains. The QP shall submit the instrumentation monitoring records to PUB weekly or at a frequency otherwise stipulated by PUB. QP shall highlight in his submission if there are any excessive ground movements monitored or any other abnormalities.

8. H The QP shall stop the works immediately if the instrumentation monitoring results exceed the allowable limits and inform PUB immediately. The QP shall assess the impact on the watermain and submit a report and proposed mitigation measures to PUB.



Water for All: Conserve, Value, Enjoy

## **Appendix 2**

### **Additional Requirements for submission prior to Commencement of Works**

9. A PUB would require the owner/developer to install surveillance cameras for works within watermain setback distance (see para 3. B) for watermains  $\geq$  900mm diameter:

- (i) Owner/developer shall provide web-based IP surveillance cameras to continuously monitor construction activities in the vicinity of the large diameter ( $\geq$  900mm) watermain. The number of cameras to be provided shall be approved by PUB and shall be sufficient to **cover the entire corridor** of the watermains.
- (ii) The surveillance cameras must be able to capture still pictures and perform continuous video recording.
- (iii) The owner/developer shall provide PUB with the Internet website address for centralized viewing of the still picture and video recordings of the construction activities above PUB watermains captured by the surveillance cameras.

9. B The owner/developer is required to submit their proposed designs and notify / obtain an approval from PUB before commencement of the works.

### **Protection of Watermains from Damages**

10. A Please inform PUB 24 hours Call Centre at Tel No. 1800-CALL PUB (1800-2255 782) immediately in the event of damage to a watermains.

10. B You and/ or your workers shall not attempt to repair or modify any damaged watermain.

10. C Please take all necessary measures to prevent damage to our watermains and appurtenances in the course of your work. I have attached a copy of the "DOs and DON'Ts" (see Appendix 3), which provides the details on the protection requirements for proposed works carried out in the vicinity of our water mains, for your compliance.

10. D PUB shall be entitled to ask you to stop work with immediate effect in the event of non-compliance to this Advisory. PUB shall not be liable to you in any way for any losses, claims or damages arising from or in connection with such stop work requests.

10. E You shall comply with any requirements as reasonably prescribed by PUB in PUB's review and endorsement of the relevant method statement and any other documents submitted by you in relation thereto for the work.

10. F The cost to repair any watermains damaged as a result of work carried out is to be borne by the party which causes the damage. The party will also be billed for repair of the mains and the estimated quantities of water lost from the damaged main. The party will also be required to indemnify PUB against all losses and claims arising from damage to watermains.

### **Other Administrative Notes**



Water for All: Conserve, Value, Enjoy

11. A These requirements are applicable to all persons who carry out any work and strict compliance is required, unless otherwise permitted in writing to PUB. Please consult PUB, if necessary.

11. B The requirement stated above are not exhaustive. Additional requirements may be issued from time to time by PUB. These additional requirements, together with the requirements in this Advisory, shall form the full list of requirements that must be complied with at all times. You are advised to carry out all necessary assessment and take all necessary precautions to prevent damage to any existing watermains.



Water for All: Conserve, Value, Enjoy

### **Appendix 3**

#### **DOs AND DON'Ts WHILST WORKING IN THE VICINITY OF WATERMAINS**

##### **DOs**

- 1 Do write in to PUB, Water Supply (Network) Dept for the latest watermains plans.
- 2 Do trial holes to identify the exact location of existing watermains.
- 3 Do use manual excavation especially near watermains.
- 4 Do use pipe locators with the assistance of valve chambers and hydrants to identify the location of existing watermains.
- 5 Do consult PUB, Water Supply (Network) Dept on the location of the existing watermains when you are unable to locate them.
- 6 Do lay services such as cables, pipes with a separation distance of one meter from PUB existing watermains.
- 7 Do have proper protection for our existing watermains during excavation (PE certification on design of supporting existing watermains is required).
- 8 Do peg the alignment of the watermains within the worksite clearly with signages/visible markers.
- 9 Do install instrumentation (eg. ground settlement markers, vibration meters to be placed at site to monitor the impact of soil movement/ vibration to PUB water mains) for monitoring at the site.

##### **DON'Ts**

- 1 Don't allow heavy machinery to move over PUB watermains without adequate protection (eg steel plate).
- 2 Don't use excavator for trial holes to locate the existing water mains when near them. The last 0.5m must be checked by use of probes and manual excavation.
- 3 Don't lay sewer pipes on top of our existing watermains.
- 4 Don't construct any structures on top of our existing watermains.
- 5 Don't allow our valve chambers to be covered over with construction debris especially at worksites. Contact PUB, Water Supply (Network) Dept for PUB valve chambers at worksites to be raised to prevent them from accidentally being covered over. Our watermains and connections must be accessible for maintenance and repair works at all times;
- 6 Don't expose our watermains without prior approval from us.
- 7 Don't erect any structure either permanent or temporary over or within one metre from our watermains. Our buried watermain requires a minimum cover of one metre, and you must provide adequate protection for our main should the cover be removed or reduced by your works.



Water for All: Conserve, Value, Enjoy

**Appendix 4**

**Declaration by Qualified Person for Specified Activity  
within Water Pipe Protection Corridor**

**Particulars of Qualified Person**

Name : \_\_\_\_\_

Role in Project : \_\_\_\_\_

Reference Number : \_\_\_\_\_

Firm Name : \_\_\_\_\_

Firm Address : \_\_\_\_\_

Telephone Number : \_\_\_\_\_

Extension : \_\_\_\_\_

Mobile Number : \_\_\_\_\_

Email Address : \_\_\_\_\_

**I confirm that:**

- (1) I am the qualified person for the project/ works.
- (2) All the existing and proposed buildings/ structures, piling works including temporary works for excavation and all the proposed and existing PUB water pipes are shown in the plans submitted with this application.
- (3) The proposed development/ works/ building/ structure is not directly over or above any PUB water pipe or encroached on any minimum setback distance between structure and water pipes as stipulated in the Code of Practice for Water Services or PUB (WSN) Advisory: Prevention of Damage to Watermains.

I will comply with PUB's requirement on "PUB (WSN) Advisory: Prevention of Damage to Watermains"

I also declare that I will take every practical measure to ensure that the proposed development/ works will not disrupt or affect any existing PUB water pipe. I will not commence any temporary work/ piling work/ building work within the pipe protection corridor for existing water pipes  $\geq 300\text{mm}$  diameter until a written clearance from Water Supply (Network) Department, PUB has been obtained.

I hereby confirm that the details of the proposed development/ works will be submitted separately.

\_\_\_\_\_  
Name and Signature of Qualified Person

\_\_\_\_\_  
Date





Water for All: Conserve, Value, Enjoy

Particulars of Project	
Project Reference Number	
Project Title	
Location Description [include Lot/Plot, MK/TS, House No., Building Address, Road Name and Postal Code]	

Particulars of Application
<p>Application for approval is required only for the following works (as shown in a) that are within the Water pipes Protection Corridor (as shown in b), and the affected Water Pipe is equal for more than 300mm diameter (as shown in c). Application for approval is required regardless of pipe size if exposure of pipe is required (as shown in d).</p> <p>(a) Select type of works</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Building/ structure works</li> <li><input type="checkbox"/> Excavation works for any building, structure, road, railway, MRT, bridge, viaduct, flyover, drains or sewer works, including trial trenches and soil investigation works</li> <li><input type="checkbox"/> Water pipe, gas pipe, or cable laying works</li> <li><input type="checkbox"/> Boring, dredging, levelling, or piling</li> <li><input type="checkbox"/> Ground improvement works</li> <li><input type="checkbox"/> Driving or sinking of any earth rod, casing or tube into the ground</li> <li><input type="checkbox"/> Storage or placement of large construction equipment, construction materials and stockpiling of earth or heavy objects</li> <li><input type="checkbox"/> Works with potential to cause groundwater drawdown or cause soil settlement (e.g. deep shaft excavation, tunnelling works, jacking works)</li> </ul> <p>(b) Select Water Pipe Protection Corridor</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Work is within 10m of water pipe less than 900mm diameter</li> <li><input type="checkbox"/> Work is within 20m of water pipe equal or more than 900mm diameter</li> <li><input type="checkbox"/> Work is within 40m of water pipe tunnel</li> </ul> <p>(c) Select affected Water Pipe diameter size</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Affected water pipe is less than 300mm diameter (no approval from PUB required)</li> <li><input type="checkbox"/> Affected water pipe is equal or more than 300mm diameter (approval from PUB required)</li> </ul> <p>(d) Select necessity to expose and support affected pipe for extended period of time (more than 1 day)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Affected water pipe will not be exposed during course of work</li> <li><input type="checkbox"/> Affected water pipe need to be exposed and supported to facilitate work (approval from PUB required regardless of pipe size)</li> </ul>
<p>Stage of Development Submission:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Pre-consultation/ Planning stage</li> <li><input type="checkbox"/> BCA's Permit to Commence Building/ Structure works obtained</li> <li><input type="checkbox"/> Works to be commenced within 1 month from application</li> </ul> <p>Expected commencement date: _____</p> <p>Expected completion date: _____</p>

**Notification/ Application for Approval of Works Affecting  
PUB Water Pipes  
[Under Public Utilities (Protection of Water Pipes Infrastructure) Regulations 2017]**

<b>Attachments</b>	
This application is accompanied by:	Submission
<p><b>(a) For all works within the Water Pipe Protection corridor.</b></p> <p>All the below documents as attached:</p> <p>(1) Water Service Plan (WSP) showing the existing water pipes near or within the site.</p> <p>(2) Layout plan endorsed by QP showing the proposed buildings/ structure (including retaining and boundary walls and footings, drains etc) overlaid on the WSP. The plan shall indicate the minimum setback distance for the existing water pipes.</p>	<p>Yes / No</p> <p>Yes / No</p>
<p><b>(b) All the following documents have been submitted:</b></p> <p>(1) Detailed method statement and drawings for the works, details of the machinery/equipment used with analyses/ assessment to demonstrate that the construction method proposed will not cause any impact or damage to the watermain.</p> <p>(2) Construction Impact Assessment Report (CIAR) of the construction effects of the works on the watermains in the vicinity of the works. The report shall include the following details:</p> <p>(i) The ground conditions, geotechnical profiles and relevant borehole logs.</p> <p>(ii) The proposed construction equipment and methods, and sequencing of construction.</p> <p>(iii) Assessments on the use of the proposed construction equipment /methodology on the existing watermain, vibrations, ground displacements and groundwater draw downs and how the impacts would be mitigated to meet requirements.</p> <p>(iv) The damage potential and risks to the watermains.</p> <p>(v) Preventative and precautionary measures to protect the watermains from damage and remedial measures to be taken in the event of damage/incidents.</p> <p>(3) The CIAR must show that the following parameters (if applicable) satisfy PUB's requirement:</p> <p>(i) For cement-lined Steel and Cement-lined Ductile Iron pipes</p> <ul style="list-style-type: none"> <li>o longitudinal deflection – not exceeding <math>L / 250</math> or 20mm whichever is lesser, where L is defined as the calculated</li> </ul>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>

<p>length of sagging pipe section, at ends of which there will be no expected horizontal nor vertical movement.</p> <ul style="list-style-type: none"> <li>○ diametrical deformation – not exceeding 2% of the pipe diameter</li> <li>○ The total stress on the pipe at any point (including existing stress and additional stress due to the proposed works) shall not exceed 133 N/mm<sup>2</sup>.</li> </ul> <p>(ii) For Cement-lined Cast Iron Pipes (with lead-caulked pipe-joints):</p> <ul style="list-style-type: none"> <li>○ All cast iron pipes are assumed to take zero longitudinal deflection and zero diametrical deformation.</li> </ul> <p>(iii) The water pipes should not be subjected to vibration of peak particle velocity (PPV) exceeding 15 mm/s</p> <p>(iv) There should not be groundwater drawdown in the vicinity of PUB pipe. If groundwater drawdown is expected, please show estimated result</p> <p>(4) Instrumentation and monitoring plan of all the watermains that in the QP's view are likely to be affected by the works</p> <p>(5) If water pipes are required to be exposed and supported to facilitate construction works, QP needs to provide PE endorsed design for the utility support</p>	<p>Yes / No</p> <p>Yes / No</p>
<p><b>(c) Additional requirement for works within water pipe setback distance for water pipes equal or more than 900mm diameter.</b></p> <p>The owner/developer is required to submit their proposed designs and obtain an approval from PUB before commencement of the works.</p> <p>(1) Owner/developer shall provide web-based IP surveillance cameras to continuously monitor construction activities in the vicinity of the affected water pipes. The number of cameras to be provided shall be approved by PUB and shall be sufficient to cover the entire corridor of the watermains.</p> <p>(2) The surveillance cameras must be able to capture still pictures and perform continuous video recording.</p> <p>(3) The owner/developer shall provide PUB with the Internet website address for centralized viewing of the still picture and video recordings of the construction activities above PUB watermains captured by the surveillance cameras.</p>	<p>Yes / No</p>
<p><b>(d) Other relevant information (if any)</b></p>	<p>Yes / No</p>

**POLLUTION CONTROL MEASURES FOR PROPOSED DEVELOPMENT WITHIN WATER CATCHMENT AREA**

**1. Storage of Toxic Chemicals**

- a) No toxic or hazardous chemicals shall be used, stored or handled in the premises.
- b) Storage of fuel may be allowed subject to provision of pollution control measures as stipulated in the Singapore Standard on the Code of Practice for Pollution Control (i.e. SS593:2013).

**2. Public Sewerage System**

- a) Public sewerage system shall be extended to serve the proposed developments.
- b) All sewage, used water and trade effluent (e.g. wastewater) shall be collected and discharged into the public sewers in compliance with the Sewerage & Drainage Act and its Regulations.

**3. Refuse Management System**

The proposed bin centre or refuse holding area shall be designed in the manner such that refuse storage, handling and transfer activities (e.g. transfer of refuse from a collection cart to a compactor, etc.) are carried within a building equipped with pollution and nuisance control measures. In addition, all sullage water, including liquid from refuse compaction and wastewater from washing of refuse collection carts, bins, floors, etc. is to be discharged into the public sewer in accordance to the requirements imposed by PUB. The design of the refuse management system shall comply from the Code of Practice on Environmental Health.

**4. Pollution Control Measures**

The proposed developments shall be designed to ensure that all activities that generate trade effluent are carried out within buildings. All trade effluent generated shall be discharged into the public sewer in compliance with the conditions and requirements imposed by PUB, and not into any land or watercourse for storm water. In this respect, any proposed wash area in residential development, washing bay for vehicles in workshop, wash area for food preparation in eating establishment, etc. should comply with the above requirements.

**5. Pollution Control Measures at Construction Stage**

- a) During construction stage, sewage, used water and/or trade effluent from the construction sites shall be discharged into the public sewer, and not into any watercourse for storm water or onto any land.
- b) All washing activities shall be carried out within sheltered areas and used water and trade effluent generated shall be collected and discharged into the public sewer, and not into any watercourse for storm water or onto any land. For construction sites where public sewer is not available, sewage, used water and trade effluent shall be collected in holding tanks and subsequently, transported using a tanker or other means to a Water Reclamation Plant (WRP) approved by PUB for treatment and disposal.
- c) No servicing and repairing of mechanical plants and equipment are allowed in the construction sites. The said servicing and repair activities should be carried at authorised workshops equipped with pollution control facilities.
- d) Fuel storage tanks, if provided, shall be equipped with containment facilities as stipulated in the Singapore Standard on the Code of Practice for Pollution Control (i.e. SS593:2013).
- e) The construction site shall also comply with the earth control measures requirements as imposed by PUB.

DRAFT – LETTER OF AUTHORISATION

To: The Government of the Republic of Singapore  
c/o Housing & Development Board (“the HDB”)  
480 Lorong 6 Toa Payoh  
13<sup>th</sup> Storey West Wing  
HDB Hub  
Singapore 310480

I/We \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

hereby state the following:

- (i) That I/we am/are a member/members of a Consortium that wishes to submit a Joint Tender for the Land Parcel at Bukit Batok West Avenue 5 known as Lot 05119A Mk 10 which shall be used for the purpose of a Church (“the Land”).
- (ii) I/We understand that the Form of Tender must be signed by each and every member of the Consortium.
- (iii) I/we hereby authorise the following Lead Member(s) to sign the Form of Tender on my/our behalf:-  

Name/UEN number of authorised member(s)
- (iv) In consideration of the Government and HDB agreeing to the above, I/we hereby agree and undertake that I/we, whether jointly or severally, shall not bring any action, proceedings, claim or demand or whatsoever against the HDB and/or the Government of the Republic of Singapore in respect of and/or relating to the above matter.
- (v) I/We further hereby agree and undertake that we shall at all times keep the HDB and/or the Government of the Republic of Singapore indemnified in full against all actions, proceedings, claims, demands, costs and expenses which may be brought against and incurred by HDB and/or the Government of the Republic of Singapore arising from or in connection with the tender for the Land.

\_\_\_\_\_  
\*(Name of individual/  
company name/firm name)  
\_\_\_\_\_  
\*(IC No./Company  
Registration No.)  
\_\_\_\_\_  
\*Position in Company/Firm  
\_\_\_\_\_  
\*Name of Holding Company  
\_\_\_\_\_  
Signature

(Repeat if there are more than one signatories).

\* Delete where not applicable.

**DRAFT  
LETTER OF CONFIRMATION**

To: The Government of the Republic of Singapore  
Housing & Development Board (“the HDB”)  
480 Lorong 6 Toa Payoh  
13<sup>th</sup> Storey West Wing  
HDB Hub  
Singapore 310480

We \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

hereby confirm as follows:

- (i) We are the participating members of a Consortium that wishes to submit a Joint Tender for the Land Parcel at Bukit Batok West Avenue 5 known as Lot 05119A Mk 10 which shall be used for the purpose of a Church (“the Land”).
- (ii) We confirm that all members of the Consortium are as stated above and that there are no other members in the Consortium, aside from those whose names appear above.
- (iii) We further confirm that all the members of the Consortium have agreed to tender for the Land and to abide by the terms and conditions of the tender as set out in the Tender documents, a copy of which we have read and understood.
- (iv) In consideration of the Government and HDB considering our Tender Offer, we agree and undertake that we shall at all times keep the HDB and/or the Government of the Republic of Singapore indemnified in full against all actions, costs and/or expenses which may be brought against and/or incurred by HDB and/or the Government of the Republic of Singapore arising from any false statements, declarations or omissions, made by any member of the Consortium.
- (v) We understand that the Government and HDB shall have the right to terminate or rescind any tender award, or any contract that has been entered into pursuant to the tender award, if there are any false or misleading statements made in connection with our Joint Tender offer.

_____	}	
*Name of individual/ company name/firm name	}	
	}	
	}	
	}	
_____	}	
*IC No./Company Registration No.	}	
	}	
	}	
	}	
_____	}	
*Position in Company/Firm	}	
	}	
	}	
	}	
_____	}	
*Name of Holding Company	}	
	}	
	}	
	}	
_____	}	
Signature	}	

Repeat as often as necessary (i.e. depending on the number of members in the Joint Tender).

\* Delete where not applicable.

**DRAFT**  
**FORM OF BANKER'S GUARANTEE / INSURANCE GUARANTEE**  
**ISSUED AT REQUEST OF SINGLE TENDERER**

(This Banker's Guarantee / Insurance Guarantee shall be typed in Bank/Insurance's letter head)

The Government of the Republic of Singapore  
c/o Housing & Development Board ("the HDB")  
480 Lorong 6 Toa Payoh  
13<sup>th</sup> Storey West Wing  
HDB Hub  
Singapore 310480

Banker's Guarantee / Insurance Guarantee No:  
Re : Guarantee of Payment of Tender Deposit for  
the Church Site at Bukit Batok West Avenue 5

**Whereas**

The Housing and Development Board ("HDB"), acting for and on behalf of the Government of the Republic of Singapore (the "Government"), has invited tenderers to submit an offer to lease the land known as Lot 05119A Mk 10 at Bukit Batok West Avenue 5 (the "Land") on the terms and conditions described in the tender documents, including the Conditions of Tender, the Additional Conditions of Tender (Technical), the draft Building Agreement and the draft Lease ("documentation").

It is a term in the aforesaid documentation that every tenderer shall pay a tender deposit at the time of submission of its tender offer.

**We, the undersigned,**

at the request of \_\_\_\_\_  
(Tenderer's Name)

of \_\_\_\_\_ (the "Tenderer")  
(Address)

**hereby irrevocably and unconditionally agree as follows:**

1. We shall pay to the Government any sum or sums up to a maximum of Singapore Dollars \_\_\_\_\_ (\$ \_\_\_\_\_) (the "Guaranteed Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Guarantee, and we shall make payment to the Government of the Guaranteed Sum without any proof of actual default on the part of the Tenderer, and without need to satisfy any other condition.

2. We shall not be discharged or released from this Guarantee by any arrangement between the Government and the Tenderer with or without our consent, or by any other or further arrangement between the Tenderer and us with or without the Government's consent, or by any alteration in the obligations undertaken or to be undertaken by the Tenderer or by any forbearance on the Government's part whether as to payment, time, performance or otherwise.

3. Our liability under this Guarantee shall continue, and this Guarantee shall remain in full force and effect for a period of twenty-two (22) weeks from the **5<sup>th</sup> day of March 2020** to the **5<sup>th</sup> day of August 2020** (“expiry date”).

4. This Guarantee is conditional upon a claim as specified in this Guarantee being made by the Government at any time and as many times as the Government may deem fit by way of a notice in writing addressed to us and the same being received by us at [insert address of Bank’s notification office: \_\_\_\_\_] before the end of 90 days after the expiry of this Guarantee.

5. We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt of the written notice from the Government. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon any written notice thereof received by us as final and conclusive. For the purposes of this Guarantee, “business day” means a day other than a Saturday, Sunday, or public holiday in Singapore.

6. The Government may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

7. This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signed by : Name :  
Designation :  
Signature :

AND

Name :  
Designation :  
Signature :

for and on behalf of

---

(Bank)

In the presence of: Name :  
Designation :  
Signature :



**DRAFT**  
**FORM OF BANKER’S GUARANTEE / INSURANCE GUARANTEE**  
**ISSUED AT REQUEST OF A JOINT TENDER MEMBER**

(This Banker's Guarantee / Insurance Guarantee shall be typed in Bank/Insurance's letter head)

The Government of the Republic of Singapore  
c/o Housing & Development Board (“the HDB”)  
480 Lorong 6 Toa Payoh  
13<sup>th</sup> Storey West Wing  
HDB Hub  
Singapore 310480

Banker's Guarantee / Insurance Guarantee No:  
Re : Guarantee of Payment of Tender Deposit for  
the Church Site at Bukit Batok West Avenue 5

**WHEREAS**

The Housing and Development Board ("HDB"), acting for and on behalf of the Government of the Republic of Singapore (the “Government”), has invited tenderers to submit an offer to lease the land known as Lot 05119A Mk 10 at Bukit Batok West Avenue 5 (the “Land”) on the terms and conditions described in the tender documents, including the Conditions of Tender, the Additional Conditions of Tender (Technical), the draft Building Agreement and the draft Lease ("documentation").

It is a term in the aforesaid documentation that every tenderer shall pay a tender deposit at the time of submission of its tender offer.

**We, the undersigned,**

at the request of \_\_\_\_\_  
(Tenderer's Name)

of \_\_\_\_\_  
(Address)

one of the tenderers who jointly with

[name and address of Joint Tenderer #1]  
[name and address of Joint Tenderer #2]

have submitted a tender offer for the Land,

**hereby irrevocably and unconditionally agree as follows:**

1. We shall pay to the Government any sum or sums up to a maximum of Singapore Dollars \_\_\_\_\_ (\$ \_\_\_\_\_) (the “Guaranteed Sum”) upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Guarantee, and we shall make payment to the Government of the Guaranteed Sum without any proof of actual default on the part of the Tenderer, and without need to satisfy any other condition.

2 We shall not be discharged or released from this Guarantee by any arrangement between the Government and the Tenderer with or without our consent, or by any other or further arrangement between the Tenderer and us with or without the Government’s consent, or by any alteration in the obligations undertaken or to be undertaken by the Tenderer or by any forbearance on the Government’s part whether as to payment, time, performance or otherwise.

3. Our liability under this Guarantee shall continue, and this Guarantee shall remain in full force and effect for a period of twenty-two (22) weeks from the **5<sup>th</sup> day of March 2020** to the **5<sup>th</sup> day of August 2020** (“expiry date”).

4. This Guarantee is conditional upon a claim as specified in this Guarantee being made by the Government at any time and as many times as the Government may deem fit by way of a notice in writing addressed to us and the same being received by us at [insert address of Bank’s notification office: \_\_\_\_\_] before the end of 90 days after the expiry of this Guarantee.

5. We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt of the written notice from the Government. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon any written notice thereof received by us as final and conclusive. For the purposes of this Guarantee, “business day” means a day other than a Saturday, Sunday, or public holiday in Singapore.

6. The Government may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

7. This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signed by : Name :  
Designation :  
Signature :

AND

Name :  
Designation :  
Signature :

for and on behalf of

---

(Bank)

In the presence of: Name :  
Designation :  
Signature :

**DRAFT  
BUILDING PROGRAMME  
(Church at Bukit Batok West Avenue 5)**

Stage of Construction	Date
1      Submission of proposal plans to HDB for endorsement.	
2      Submission of proposal plans to URA for development control approval.	
3      Grant of Written Permission by URA.	
4      Submission of building plans to BCA for Building Plan approval.	
5      Grant of Building Plan approval by BCA.	
6      Commencement of piling works.	
7      Commencement of building works.	
8      Completion of building works.	
9      Obtain Temporary Occupation Permit.	

## APPENDIX I

(to be submitted together with the Tender Offer)

### DEED OF UNDERTAKING IN RELATION TO THE FUNDING OF THE LAND AND THE DEVELOPMENT

To: **The Government of the Republic of Singapore (the “Government”)  
c/o Housing and Development Board**

#### WHEREAS

- A. The Government has invited tenderers to submit a tender offer for a thirty (30) year lease of the land parcel at Bukit Batok West Avenue 5, Lot 05119A Mk 10 (the “Land”), which shall be used for the sole and exclusive purpose of Church.
- B. A tenderer must, amongst other requirements, prove that it has adequate and sustainable sources of local funding to fund the purchase and development of the Land for use as a Church.
- C. The Government shall not consider a tender offer unless it is accompanied by a specified set of documents, including a deed of undertaking in this form.

**We, [name, address, and UEN number of entity submitting the Tender Offer], irrevocably and unconditionally undertake as follows –**

#### *Adequacy and sustainability of Local Funding*

1. We warrant and represent that we have adequate and sustainable sources of Local Funding to acquire the Land, and to develop the Land for use as a Church in accordance with the Tender specifications.

#### *Restriction on usage of Foreign Donation*

2. We warrant and represent that we shall not fund any, or any part, of the following items of expenditure with any Foreign Donation:
  - 2.1. The cost of acquiring the Land as well as any other cost that is payable to the Government if the tender is awarded to us;
  - 2.2. The Tender Deposit that is payable to the Government under the Conditions of Tender; and
  - 2.3. Any cost which is connected with the building and development of the Church on the Land, including but not limited to the cost of all surveys, site investigation works, consultancy fees, professional fees, administrative fees, all structural works connected with the construction and development of the Church, and all costs connected with the furnishing and equipping of the Church incurred prior to the issuance of the Certificate of Statutory Completion for the Development.

#### *Provision of records to the Government*

3. We shall provide the Government with a record of all cash and in-kind donations of S\$10,000 or more that we have received from any source, whether local or foreign in the three (3) years preceding the Closing Date. This record shall be enclosed with our tender offer and we understand and agree that our tender offer shall be liable to be rejected if it is not accompanied with such a written record. We shall make all necessary inquiries and in any event, use best efforts to ensure that this record includes all the details set out in the Schedule to this Deed of Undertaking.

4. We further warrant and represent that at all times during the Relevant Period, we shall keep a proper record of all cash and in-kind donations of S\$10,000 or more that we have received from any source, whether local or foreign. This record shall be provided to the Government without demand and at the end of each financial year and in any event, within fourteen (14) days of a written notice from the Government. We shall make all necessary inquiries and in any event, ensure that this record includes all the details set out in the Schedule to this Deed of Undertaking;
5. We undertake and warrant that we shall submit to the Government all our audited annual financial accounts, and statements of Loans taken for the tender (if any), for the Relevant Period and any part thereof.
6. We further undertake and warrant that, in addition to paragraphs 3, 4, and 5, we shall provide the Government with such other documents and information that the Government may require, in order to ascertain that the terms of this Deed of Undertaking have been fully observed and complied with.
7. Any record, document, and information that we submit to the Government pursuant to this Undertaking (including one that is submitted under paragraphs 3 to 6 above) shall be signed by not less than two (2) directors or trustees of the Church (or such other senior officers that the Government may stipulate) and shall contain the following statements –

For submissions that contain donations records: “We hereby declare that this record sets out all cash and in-kind donations of S\$10,000 or more that we have received from any source, whether local or foreign in the \*three (3) years preceding the Closing Date of the tender\* or \*from [start date] to [end date] of the Relevant Period\*. This record is true and accurate to the best of our knowledge and belief. We understand that it is an offence to give to any public servant any information which we know or believe to be false.”

For submissions that do not contain donation records: This \*record/document/ information\* is true and accurate to the best of our knowledge and belief. We understand that it is an offence to give to any public servant any information which we know or believe to be false.”

#### *Equitable remedies*

8. We acknowledge and agree that due to the special and unique nature of the subject matter of this Undertaking (i.e., the Land), monetary damages will not be an adequate remedy for any breach of this Undertaking and the Government shall be entitled to equitable remedies, including but not limited to, specific performance, restraining orders and injunctive relief in the event of any breach by us of our obligations under this Undertaking. Such remedies shall not be deemed to be the exclusive remedies for our breach of this Undertaking, but shall be in addition to all other remedies available at law or equity to the Government, including a termination of our lease of the Land.

#### *Definitions*

9. In this Deed of Undertaking –
  - 9.1. “**Award Date**” means the date on which the Letter of Acceptance is served or is deemed to be served (whichever is earlier) on us.
  - 9.2. “**Foreign Donation**” means any cash or in-kind donation (excluding services) that originates from or is given to us, whether directly or indirectly, and which we know, ought to know, or have reason to believe, originates from or is given to us by –
    - (i) any non-Singapore registered entity, including branches of foreign companies even if these branches of foreign companies are registered in Singapore;
    - (ii) our headquarters, parent organisation, branches, or affiliated organisations or groups that are located outside of Singapore;
    - (iii) any individual who is not a Singapore Citizen or Permanent Resident of Singapore; or

- (iv) a foreign bank account, unless it can be proven to the satisfaction of the Government that the account belongs to a Singapore registered entity (excluding branches of foreign companies that are registered in Singapore), Singapore Citizen or Permanent Citizen of Singapore.

(sub-paragraphs (i) to (iv) shall collectively be referred to as “**Foreign Sources**”)

For the avoidance of doubt –

- (a) Any donation of S\$10,000 or more that is received from a Non-Foreign Source shall be deemed to be a Foreign Donation and recorded accordingly, if any part of that donation was funded by a Foreign Source, or if any part of that donation was made on behalf of or at the direction of a Foreign Source;
  - (b) Where any donation that originates from or has been given to us, directly or indirectly, by a Foreign Source is not in Singapore dollars, then we shall determine whether that donation amounts to S\$10,000 or more, with reference to the prevailing exchange rate, as available on the Monetary Authority of Singapore’s website, for the date on which the donation is received by us.
- 9.3. “**Closing Date**” means the closing date that is specified by the Government for the submission of tender offers for the Land.
- 9.4. “**Loan**” means any sum of money that we may borrow from a third party, and includes but is not limited to any sum of money that is borrowed from an individual, bank, finance company, or moneylender.
- 9.5. “**Local Funding**” means our Reserves and ordinary revenues as reflected in our audited accounts, and Loans that we may take for the tender, but excluding Foreign Donations.
- 9.6. “**Non-Foreign Source**” means any source of donation which is not a Foreign Source.
- 9.7. “**Relevant Period**” means the period commencing from Award Date and
- (a) ending four years thereafter; or
  - (b) ending on the date that a certificate of statutory completion is issued in respect of the whole of the development on the Land,
- whichever is the later.
- 9.8. “**Reserves**” means our assets less our liabilities as reflected in our audited accounts.
- 9.9. Unless otherwise defined herein or the context otherwise requires, all other capitalised terms referred to in this Deed of Undertaking shall have the meanings ascribed to them in the Conditions of Tender.

#### *Confidentiality*

10. We shall treat as confidential, and shall not disclose any provision of this Deed of Undertaking to any person, save with the prior written consent of the Government.

#### *General provisions*

11. This Deed of Undertaking shall not be amended or terminated, save with the prior written consent of the Government.
12. No person shall have a right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of, or enjoy any benefit under, this Deed of Undertaking.

13. This Deed of Undertaking shall be governed by and construed in accordance with the laws of Singapore. We hereby submit to the exclusive jurisdiction of the courts of Singapore.

**IN WITNESS WHEREOF**, [name of tenderer] has caused its common seal to be affixed to this Deed of Undertaking this [date] day of [month] [year].<sup>(1)</sup>

**SIGNED, SEALED AND DELIVERED**

The Common Seal of [Tenderer] )  
was hereunto affixed by authority )  
of [name of officer] ) \_\_\_\_\_ )  
)  
)  
)  
)  
in the presence of : \_\_\_\_\_ )  
(Name & Designation) ) \_\_\_\_\_ )

(1) Where the Tenderer does not have a common seal, the Tenderer may make such amendments to this signatory block as may be appropriate and necessary, and execute this Deed of Undertaking without affixing a common seal insofar this Deed of Undertaking is validly executed under Singapore law.

**SCHEDULE**

We shall provide the Government with a record of all cash and in-kind donations of S\$10,000 or more that we have received from any source, whether local or foreign, in the three (3) years preceding the Closing Date, and at the end of each financial year during the Relevant Period. This record shall include the following details:

- (i) Whether the donation is a Foreign Donation. For the avoidance of doubt, if any part of the donation comes from a Foreign Source, then the donation shall be recorded as a Foreign Donation;
- (ii) The full name of the donor;
- (iii) The personal identification number (e.g., NRIC number or passport number) of the donor or the registration number of the donor (if the donor is a legal entity);
- (iv) The contact number and address (or registered address, if the donor is a legal entity) of the donor;
- (v) The quantum of the donation. For the avoidance of doubt, if any part of the donation comes from a Foreign Source, then we shall record the proportion that has been contributed by the Foreign Source and Non-Foreign Source, respectively;
- (vi) The date on which we received the donation; and
- (vii) The terms and conditions, if any, that are attached to the donation.



**APPENDIX J-1**

*(to be submitted together with the tender offer)*

**OATHS AND DECLARATIONS ACT  
(CHAPTER 211)**

**STATUTORY DECLARATION**

I, \_\_\_\_\_, NRIC No.: \_\_\_\_\_

Occupation: \_\_\_\_\_, Address: \_\_\_\_\_

do solemnly and sincerely declare as follows:

1. I am the \_\_\_\_\_<sup>(1)</sup> (the “**responsible officer**”) of \_\_\_\_\_<sup>(2)</sup> (the “**CHURCH**”).
2. I am responsible for the preparation and submission of the tender offer that the Church has submitted to the Government in respect of the land parcel at Bukit Batok West Avenue 5, Lot 05119A Mk 10 (the “**Land**”).
3. I have carefully examined the state of the Church’s finances.
4. The Church has adequate and sustainable sources of Local Funding to fund the purchase price of the Land stipulated in the tender offer, and to develop the Land into a Church in accordance with the terms and conditions stipulated in the tender documents.
5. The Church will not fund any, or any part, of the following items of expenditure with any Foreign Donation:
  - (i) the cost of acquiring the Land as well as any other cost that is payable to the Government if the tender is awarded to the Church;
  - (ii) the Tender Deposit that is payable by the Church at the time of submission of its tender offer; and
  - (iii) any cost which is connected with the building and development of the Church on the Land, including but not limited to the cost of all surveys, site investigation works, consultancy fees, professional fees, administrative fees, all structural works connected with the construction and development of the Church, and all costs connected with the furnishing and equipping of the Church incurred prior to the issuance of the Certificate of Statutory Completion for the development.
6. In this statutory declaration, I have used the phrase “Foreign Donation” to mean any cash or in-kind donation (excluding services) that originates from or is given to the Church, whether directly or indirectly, and which I know, ought to know, or have reason to believe, is given to the Church by –
  - (i) any non-Singapore registered entity, including branches of foreign companies even if the branches of these foreign companies are registered in Singapore;
  - (ii) our headquarters, parent organisation, branches, or affiliated organisations or groups, if any, that are located outside of Singapore;
  - (iii) any individual who is not a Singapore Citizen or Permanent Resident of Singapore; or



*(to be submitted within fourteen days of the end of the Relevant Period)*

**OATHS AND DECLARATIONS ACT  
(CHAPTER 211)**

**STATUTORY DECLARATION**

I, \_\_\_\_\_, NRIC No.: \_\_\_\_\_

Occupation: \_\_\_\_\_, Address: \_\_\_\_\_

do solemnly and sincerely declare as follows:

1. I am the \_\_\_\_\_<sup>(1)</sup> (the “**responsible officer**”) of \_\_\_\_\_<sup>(2)</sup> (the “**Church**”) that was awarded the tender for the land parcel at Bukit Batok West Avenue 5, Lot 05119A Mk 10 (the “**Land**”).
2. I have carefully examined the state of the Church’s finances. In particular, I have carefully examined the following:
  - (i) the source of all monies that the Church used to fund the purchase price of the Land;
  - (ii) the source of all monies that the Church used to fund the Tender Deposit that was paid at the time of submission of its tender offer; and
  - (iii) the source of all monies that the Church used to fund the building and development of the Church on the Land, including but not limited to the cost of all surveys, site investigation works, consultancy fees, professional fees, administrative fees, all structural works connected with the construction and development of the Church, and all costs connected with the furnishing and equipping of the Church incurred prior to the issuance of the Certificate of Statutory Completion for the development.
3. The Church has not funded any, or any part, of the three (3) items of expenditure specified in paragraph 2(i) to (iii) with any Foreign Donation.
4. The Church has provided to the Government, complete and accurate records of all cash and in-kind donations of S\$10,000 or more that the Church has received from any source, whether local or foreign, during the Relevant Period.
5. In this statutory declaration, I have used the phrase “Foreign Donation” to mean any cash or in-kind donation (excluding services) that originates from or is given to the Church, whether directly or indirectly, and which I know, ought to know, or have reason to believe, is given to the Church by –
  - (i) any non-Singapore registered entity, including branches of foreign companies even if the branches of these foreign companies are registered in Singapore;
  - (ii) our headquarters, parent organisation, branches, or affiliated organisations or groups, if any, that are located outside of Singapore;
  - (iii) any individual who is not a Singapore Citizen or Permanent Resident of Singapore; or
  - (iv) the holder(s) of a foreign bank account (except a foreign bank account that belongs to a Singapore registered entity (excluding branches of foreign companies registered in Singapore), Singapore Citizen or Permanent Resident of Singapore).

6. In this statutory declaration, I have used the phrase "Relevant Period" to mean the period commencing from the date on which the letter of acceptance is served or is deemed to be served (whichever is earlier) on us, and:

- (i) ending four years thereafter; or
- (ii) ending on the date that a certificate of statutory completion is issued in respect of the whole of the development on the Land,

whichever is later.

And I make this solemn declaration by virtue of the provisions of the Oaths and Declarations Act (Cap. 211), and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Declared at Singapore )

this                    day of                    )

\_\_\_\_\_  
(R.T.P./Signature of Declarant)

Before me,

Interpreted by

\_\_\_\_\_  
Commissioner for Oaths, Singapore

- (1) The responsible officer that makes this statutory declaration shall:
  - (a) in the case of a Church which is a society registered under the Societies Act (Cap. 311), be the persons for the time being holding the offices of President, Treasurer, or Secretary, or any positions analogous thereto;
  - (b) in the case of a Church which is a company limited by guarantee incorporated under the Companies Act (Cap. 50), be the persons for the time being holding the offices of Chairman, Managing Director, Executive Director, or Director, or any positions analogous thereto; or
  - (c) in the case of a Church which is a registered or exempt charity under the Charities Act (Cap. 37), be the persons for the time being holding the offices of trustee, or any positions analogous thereto.
- (2) State the full name of the Church.