

## TENDER DOCUMENT REQUEST FORM

- Interested participants shall verify their tender eligibility before making a non-refundable payment of S\$109.00 (incl. GST) for the tender document.
- Request is to be made via email to [contracts@ahtc.sg](mailto:contracts@ahtc.sg) together with the completed Request Form and proof of payment.
- Upon verification, the tender document shall be emailed to eligible participants.

### **Tender Deposit:**

Tender deposit is payable upon submission of tender as follow:

For Projects : S\$3,270.00 (Incl. GST)

For Term Contract : S\$1,090.00 (Incl. GST)

All payments shall be made via internet banking or PayNow to “**Aljunied-Hougang Town Council**”. The tender deposit will be refunded free of interest to all unsuccessful bona fide tenderers after the award of each tender.

### **Tenderer's Particulars**

Tender Contract No.:	Email Address to Receive Tender Document:
Company Name:	Company Bank/Account No.:
Company Registration No. (UEN):	Tel No.:
Company Address:	Name of Representative:
	Date of Purchase:

### **Registration** (BCA)

Town Council's Requirement	
*Registration (Minimum WSHC's bizSAFE Level 3 as stipulated in Tender Notice)	<input type="text"/> Level : 3 / 4 / Star / ISO 45001
Registration Workhead :	
Financial Category (Tendering Limit) :	
BCA Certificate Validity :	Expiring _____

**Note** : \* Only Contractors with bizSAFE Level 3 or above are allowed to purchase tender document.

### **Document Payment**

**S\$109.00 per set payable to Aljunied-Hougang Town Council (to indicate UEN T15TC0002A if using PayNow or DBS A/c No 001-035818-9 if using internet banking)**

- (a) Please indicate the **Contract Reference Number with Company Name** under “Comments for Recipient” (during transaction using PayNow or Internet Banking).

Note : The Contract Ref No. is shown in the Tender Advertisement. eg. OT/XXXX-XX-

- (b) Name of Requestor / Payer : \_\_\_\_\_

- (c) **Please also capture and attach a screenshot of the payment to be submitted together with this form.**

# NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (between Aljunied-Hougang Town Council, (hereinafter “Disclosing Party”), and \_\_\_\_\_ (hereinafter “Receiving Party”).

## BACKGROUND

The Disclosing Party and Receiving Party wish to discuss and exchange information related to the (Contract Ref: ) \_\_\_\_\_ for the contract period for the Aljunied-Hougang Town Council which the parties hereto consider highly confidential and proprietary. During these discussions, Disclosing Party may share certain proprietary & commercial information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Definition of Confidential Information

1.1 “**Confidential Information**” shall mean any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to

- (i) any strategies, plans, financial information, or projections, staff data & personnel records, operations, forecast & business plans and performance results relating to the past, present or future activities including those of its affiliates, subsidiaries and affiliated companies;
- (ii) plans for products or services, and customer or supplier lists;
- (iii) any technical information, designs, process, procedure, formula, improvement, technology or method; any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, flow charts, databases, information and commercial data;
- (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party.

Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party and that Disclosing Party regards all of its Confidential Information as proprietary information.

For purposes of this Agreement, “**Confidential Information**” shall also include all information related provided by Disclosing Party to Receiving Party prior to the signing of this agreement.

Confidential Information shall not include any of the following:

- (a) such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
- (b) such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
- (c) such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- (d) Is required to be disclosed in a judicial or administrative proceeding, or is

(e) otherwise requested or required to be disclosed by law or regulation.

1.2 **“Disclosing Party”** shall mean the party disclosing the information.

1.3 **“Receiving Party”** shall mean the party (including any employees, representatives & agents) receiving information from the Disclosing Party.

## **2. USE OF CONFIDENTIAL INFORMATION**

The Receiving Party agrees to:

- (a) receive and maintain the Confidential Information in confidence;
- (b) not reproduce the Confidential Information or any part thereof in any form without the express written consent of the Disclosing Party.
- (c) not directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm or corporation without the express written consent of Disclosing Party;
- (d) limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- (e) not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- (f) not use the Confidential Information or any part thereof as a basis for the benefit of the receiving parties, their Associates or Agents unless expressly authorized in writing by Disclosing Party; and
- (g) utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

## **3. RETURN OF CONFIDENTIAL INFORMATION**

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within 14 days of written demand by Disclosing Party. The Receiving Party shall return all information to the Disclosing Party without retaining any copies unless consented by the Disclosing Party.

## **4. COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure.

## **5. NON-ASSIGNABLE**

This agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

## **6. GOVERNING LAW**

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the Republic of Singapore.

## **7. NO LICENSE**

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

## **8. BINDING NATURE OF AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

## **9. PROVISIONS SEPARABLE**

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

## **10. ENTIRE AGREEMENT**

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

## **11. RIGHTS OF THIRD PARTIES**

A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Cap.53B) to enforce any terms thereunder.

## **12. ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration subject to the Laws of the Republic of Singapore and the jurisdiction of the Singapore Courts.

## **13. TERM**

This Agreement shall remain in effect per contract period (including extension period option) be taken up by the Town Council) from the commencement of the contract.

Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

**Disclosing Party (AHTC Contracts)**

**Receiving Party (Tenderer)**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

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

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

Designation : \_\_\_\_\_

Designation : \_\_\_\_\_

Company Stamp \_\_\_\_\_

Company Stamp \_\_\_\_\_

**Witness by:**

**Witness by:**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

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

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

Designation : \_\_\_\_\_

Designation : \_\_\_\_\_