
Section 68 of the Competition Act 2004

Infringement Decision issued by the Competition and Consumer Commission of Singapore

Infringements of the section 34 prohibition relating to Bid-Rigging in Building Construction Tenders

23 May 2025

Case number: CCCS 500-100-2023-001

Confidential information in this Decision is denoted by square parenthesis [⌂].

I. Overview

A. Executive summary

1. The Competition and Consumer Commission of Singapore (“**CCCS**”) is issuing an Infringement Decision (“**ID**”) to the following undertakings:
 - a. Hunan Fengtian Construction Group Co., Ltd (“**HNFT**”); and
 - b. Trust-Build Engineering & Construction Pte Ltd (“**TB**”),(each a “**Party**” and collectively, the “**Parties**”).
2. CCCS finds that the Parties infringed s 34 of the Competition Act 2004 (hereafter, the “**section 34 prohibition**” and the “**Act**” respectively) by participating in agreements and/or concerted practices involving bid-rigging or collusive tendering in respect of three invitations to tender (“**ITT**”) called by the People’s Association (“**PA**”) in 2022 (the “**Conduct**”). These three tenders (collectively referred to hereafter as the “**PA Tenders**”) were for upgrading works at Bukit Batok Community Club (the “**BBCC Tender**”) ¹, Cheng San Community Club (the “**CSCC Tender**”) ², and Eunos Community Club (the “**ECC Tender**”) ³. For reasons unrelated to the Conduct, neither Party was ultimately awarded any of the PA Tenders.
3. In respect of the infringements, CCCS finds that these were committed intentionally or negligently, and imposes financial penalties on each of the Parties of the following amounts:
 - a. in respect of HNFT: \$349,350; and
 - b. in respect of TB: \$4,295,059.

B. Background

4. In Singapore, all public sector invitations for quotation and ITTs are posted on the Singapore Government’s one-stop e-procurement portal, GeBIZ (www.gebiz.com.sg). The BBCC Tender, CSCC Tender, and ECC Tender were issued by PA in 2022, and were for upgrading works at the Bukit Batok Community Club (“**BBCC**”) premises, and additions and alterations to the Cheng San Community Club (“**CSCC**”) and Eunos Community Club (“**ECC**”) premises. The BBCC Tender was open from 17 August 2022 to 30 September 2022 and was eventually awarded to Ramo Industries Pte Ltd (“**Ramo**”). The CSCC Tender opened on 2 September 2022 and closed on 11 October 2022, and was awarded to Qing Feng Construction Pte Ltd. The ECC tender was open from 5 September

¹ BBBC Tender Reference Number: PAS000ETT22000169.

² CSCC Tender Reference Number: PAS000ETT22000181.

³ ECC Tender Reference Number: PAS000ETT22000182.

2022 to 11 October 2022 but was ultimately not awarded as the bids received for the ECC Tender were higher than expected. Consequently, a decision was taken to discontinue the ECC Tender and scale down the works for ECC to only essential ones.

5. HNFT's Singapore Branch and TB were amongst the suppliers that submitted bids for each of the PA Tenders. Details relating to both companies are set out below:
 - a. HNFT is incorporated in the People's Republic of China and has been registered in Singapore as a foreign company with the Accounting and Corporate Regulatory Authority ("ACRA") since 16 December 2013.⁴ HNFT's company registration number in Singapore is T13FC0204F, and its local registered address is 6 Ubi Road, #06-09 Wintech Centre, Singapore 408276. HNFT's primary business includes building construction⁵ and major upgrading works, whilst its secondary business comprises non-building construction and civil engineering services. At the material time, HNFT was a "Licensed Builder" and "Registered Contractor" with the Building Construction Authority ("BCA"). As a Class 1 Licensed Builder, HNFT can carry out building works for projects of any value. Further, as a "Registered Contractor" with an approved grade of "B1" for "General Building" projects at the material time, HNFT could bid for tenders published on GeBIZ with a financial value of up to S\$50 million. Mr Xing Hongyun (hereafter "**Xing (HNFT)**") is the General Manager of HNFT's Singapore Branch.
 - b. TB is a Singapore-based company that was initially incorporated on 24 October 2008 under a different name.⁶ Its company registration number is 200820561D and its registered address is 62 Ubi Road, #11-04 Oxley BizHub 2, Singapore 408734. TB's primary business is in building construction and major upgrading works. TB is registered as a "Licensed Builder" (Class 1) and "Registered Contractor" with BCA, but has additional qualifications that permit TB to engage in "Civil Engineering", "Demolition" and "Waterproofing Installation" projects, in addition to "General Building" projects. As a "Registered Contractor" with an approved grade of "A2", TB can bid for ITTs published on GeBIZ with a financial value of up to S\$105 million. Mr Wang Jianjun (hereafter "**Wang (TB)**") is TB's sole director.
6. Based on information received from PA, CCCS commenced an investigation on 6 July 2023 under s 62 of the Act against the Parties for possible exchanges of commercially sensitive price information and bid-rigging in the market for building construction

⁴ As a China-incorporated company operating in Singapore, HNFT is registered with ACRA as a foreign company under Part 11 of the Companies Act 1967 and carries on its business through HNFT Singapore Branch, which is not a separate legal entity from HNFT. In this ID, CCCS will refer to both HNFT and its Singapore Branch interchangeably as "HNFT" unless the context requires otherwise.

⁵ Defined by BCA to include general construction and major repair of buildings, including piling works, finishing works, installation of doors, windows, sanitary products, curtain walling/cladding works, structural works and other special trade construction such as scaffolding and sandblasting.

⁶ TB was formerly known as Kim Soon Huat Contractor (L) Pte Ltd but changed its name to TB on 17 July 2013.

services in Singapore. As part of the investigation, CCCS conducted unannounced inspections at HNFT's and TB's respective premises under s 64 of the Act on 16 November 2023 and conducted interviews with Xing (HNFT), Wang (TB), Mr Goh Chee Siong (HNFT) (HNFT's contracts manager), Mr Wong Liang Wee (TB's contracts manager, hereafter "**Wong (TB)**"), and Mr Desmond Teo (TB) (TB's senior project manager) between November 2023 and March 2024.

7. On 25 October 2024, CCCS sent each Party a notice of CCCS's Proposed Infringement Decision ("**PID**"). This notice also afforded the Parties the opportunity to make written representations to CCCS on the PID. The Parties were given access to CCCS's file on 15 November 2024 following the submission of their respective confidentiality claims. CCCS received the Parties' respective written representations on the PID on 25 November 2024.
8. Having considered the evidence obtained during the investigation and the Parties' representations, CCCS finds that between August and October 2022, the Parties engaged in bid-rigging in respect of the PA Tenders. This involved HNFT preparing various tender documents for TB's submission to PA, which contained information that was virtually identical to "support bids" that were submitted by HNFT in respect of each of the PA Tenders.⁷ This meant that HNFT's and TB's respective bids for the PA Tenders were not independent, in that TB submitted the bid prices that were formulated for it by HNFT, and HNFT's bids were informed by its knowledge of what TB would likely submit for the PA Tenders. Consequently, the Parties' conduct prevented, restricted or distorted competition by object and infringed the section 34 prohibition.

II. Evidence relating to bid-rigging

A. Key individuals

9. Xing (HNFT) and Wang (TB) are the primary decision makers in HNFT (in Singapore) and TB, respectively. They first met each other at a construction industry exhibition in Germany sometime in 2009.⁸ Thereafter, they remained in contact and mainly discussed developments in the building and construction market during their conversations.⁹
10. In addition to his role as the General Manager of HNFT, Xing (HNFT) is also the sole Director of Raintree D&B Pte. Ltd. ("**Raintree**"), which was incorporated in Singapore on 8 January 2008 and bears company registration number 200800696N. Raintree shares

⁷ The evidence shows that this was for the purpose of potentially securing future business opportunities for Xing's (HNFT) own company, Raintree D&B Pte Ltd, after HNFT's intended exit from Singapore.

⁸ Notes of Information/Explanation Provided ("**NOI**") of Xing (HNFT) dated 16 November 2023, response to Q54; NOI of Wang (TB) dated 16 November 2023, response to Q21.

⁹ NOI of Xing (HNFT) dated 16 November 2023, responses to Q60 and Q61; NOI of Wang (TB) dated 16 November 2023, responses to Q21 and Q22.

the same premises as HNFT at Wintech Centre, Singapore, and also provides building construction services.

B. Evidence relating to the PA Tenders

(1) Sources of information

11. The evidence concerning HNFT and TB's participation in the Conduct can primarily be found in the WhatsApp mobile messaging application ("**WhatsApp**") chats between Xing (HNFT) and Wang (TB) between August and October 2022 (see **Annex A**),¹⁰ which were provided to CCCS during its unannounced inspections, as well as in the NOIs of CCCS's interviews with Xing (HNFT) and Wang (TB) between 16 November 2023 and 26 March 2024.

(2) The BBCC Tender

12. PA published on GeBIZ the ITT for the BBCC Tender on 17 August 2022. The BBCC Tender required a BCA grading of "B1", a requirement that HNFT and TB both met. On 18 August 2022, at about 12.02pm, Xing (HNFT) sent an image containing details of the ITT for the BBCC Tender, which was due to close on 30 September 2022, to Wang (TB) over WhatsApp.¹¹ This was accompanied by a message from Xing (HNFT) at 12.06pm, which stated "*I want to tender [sic] BB CC, can I tender it under your company?*", to which Wang (TB) replied "*Can*" at 12.10pm on the same day.
13. During CCCS's investigation, Xing (HNFT) explained that he wanted to participate in the BBCC Tender using TB's name as HNFT intended to discontinue its operations in Singapore and he was instructed by HNFT's head office not to participate in new tenders.¹² He also stated categorically that HNFT did not intend to win or successfully bid for the PA Tenders.¹³ Instead, he hoped to help Wang (TB) win the PA Tenders on account of their friendship, as TB did not have a good track record of winning GeBIZ tenders.¹⁴ In return, he hoped that TB would engage Raintree as TB's subcontractor for the PA Tenders or for other projects that Raintree would not be able to participate in due to its lower BCA grading of "C1"¹⁵, as compared to TB's grading of "A2".¹⁶

¹⁰ Exhibits XHY-015 and WJJ-001 contain the WhatsApp chat logs provided by Xing (HNFT) and Wang (TB) respectively, with identical messages between Xing (HNFT) and Wang (TB) for the period during which they discussed the PA Tenders.

¹¹ Exhibit XHY-018; **Annex A**, page 38 below.

¹² NOI of Xing (HNFT) dated 26 March 2024, response to Q7; see also responses to Q6 to Q12, Q52, and Q91.

¹³ NOI of Xing (HNFT) dated 26 March 2024, response to Q53.

¹⁴ NOI of Xing (HNFT) dated 26 March 2024, responses to Q56 to Q57.

¹⁵ The registration grade of a firm registered under BCA's Contractors Registration System determines the value of the public sector construction tenders that the firm can participate in; these grades range from A1 to C3, with A1 firms having no tendering limit, and C3 firms having a limit of \$800,000. Thus, by virtue of this arrangement with Wang (TB), Raintree would be able to work on larger projects that it would not itself qualify for.

¹⁶ NOI of Xing (HNFT) dated 26 March 2024, responses to Q58 to Q61 and Q196; NOI of Wang (TB) dated 22 February 2024, response to Q47.

14. Wang (TB) explained during CCCS's investigation that he wanted to learn from Xing's (HNFT) experience in tender preparation, bidding, and costing for projects such as Community Clubs and Housing and Development Board ("**HDB**") car parks,¹⁷ and that TB did not have the manpower to prepare the tender submissions for the PA Tenders.¹⁸ He also stated that his arrangement with Xing (HNFT) would also involve the latter undertaking some subcontracting work through his own company (ie. Raintree) if TB was awarded any of the tenders.¹⁹ Wang (TB) emphasised that from his perspective, the main benefit of the arrangement with Xing (HNFT) was to tap on the latter's experience in preparing tender submissions, as TB could easily engage other subcontractors to take on parts of the projects should Xing's (HNFT) own company (ie. Raintree) be unwilling or unable to do so.²⁰
15. Xing (HNFT) and Wang (TB) admitted that the former, with the assistance of other HNFT employees, prepared TB's tender submissions for the BBCC Tender.²¹ These tender submissions were provided to CCCS by Xing (HNFT) during CCCS's unannounced inspections.²² On 28 September 2022 at 6.57pm and 29 September 2022 at 9.45am, respectively, Xing (HNFT) sent Wang (TB), over WhatsApp, two spreadsheets entitled "*4 2 9 Summary of Tender-gcs.xlsx*" (see **Annex B**) and "*4 2 9 Summary of Tender – Xing.xlsx*" (see **Annex C**), each of which contained three columns bearing the headings "*Original*", "*Trust-B*", and "*HNFT*",²³ along with prices in each row that corresponded to the various line items for the BBCC Tender. Notably, the "*HNFT*" column in the documents also contained remarks such as "*3% added*" and "*HNFT based on higher sum*".
16. On 30 September 2022 at around 2.37pm, which was the closing date of the BBCC Tender, Wang (TB) sent Xing (HNFT), over WhatsApp, a screenshot of the submission acknowledgement for the BBCC Tender, which showed that TB submitted a bid of \$17,576,000 for the BBCC Tender at 2.14pm that day – this was the exact total bid price in the document entitled "*4 2 9 Summary of Tender.pdf*" in the set of documents that HNFT prepared and provided to Wang (TB) (see **Annex D**).²⁴ At about 7.11pm that same day, Xing (HNFT) replied to Wang (TB) to provide a screenshot showing the names of

¹⁷ NOI of Wang (TB) dated 22 February 2024, responses to Q95 and Q156; NOI of Wang (TB) dated 16 November 2023, responses to Q20, as further clarified in page 26 of the NOI.

¹⁸ NOI of Wang (TB) dated 22 February 2024, responses to Q146 and Q148.

¹⁹ NOI of Wang (TB) dated 22 February 2024, responses to Q24 to Q25.

²⁰ NOI of Wang (TB) dated 22 February 2024, responses to Q38 to Q40.

²¹ NOI of Xing (HNFT) dated 16 November 2023; responses to Q71 to Q72; NOI of Wang (TB) dated 16 November 2023, response to Q18, as further clarified in page 25 of the NOI.

²² Exhibit XHY-003.

²³ **Annex A**, page 40 below.

²⁴ Exhibit XHY-003, document entitled "*4 2 9 Summary of Tender*" in the "*BBCC_Submission-TB*" folder. In the NOI of Xing (HNFT) dated 16 November 2023, response to Q90, Xing (HNFT) confirmed that the documents in Exhibit XHY-003 which he provided to CCCS on 16 November 2023, including the aforementioned "*4 2 9 Summary of Tender*" document in the "*BBCC_submission-TB*" folder, were prepared by him and HNFT employees for TB.

the suppliers which participated in the BBCC Tender, as well as their respective bid amounts (see **Annex E**). This showed that HNFT submitted a bid of \$18,376,000, TB submitted a lower bid of \$17,576,000, and Ramo submitted a bid of \$17,590,072 (which was \$14,072 higher than TB's bid). In response, Wang (TB) sent a message which stated "14k difference" at 7.16pm, presumably referring to the difference between Ramo's bid and TB's bid. Subsequently, at 7.38pm and 7.40pm, respectively, Xing (HNFT) sent Wang (TB) the following messages: "比你差远了😁😁" and "HNFT, 3rd. [sic] 保护你", with the latter meaning "protect you".²⁵ Wang (TB) replied with a "😁", and the conversation on 30 September 2022 ended thereafter.

17. Notwithstanding the above exchange of messages, Wang (TB) initially asserted that he "...only came to know of [HNFT's] participation in these tenders after they closed",²⁶ but later clarified that he was only surprised that Xing (HNFT) submitted a bid for the BBCC Tender (which was the first of the PA Tenders).²⁷ Wang (TB) claimed that when he allegedly confronted Xing (HNFT) about HNFT's participation in the BBCC Tender, the latter explained that the "submission was for show only. This is to show the head office in China what he was doing. This is because there was a [✂] job that hasn't been completed even after many years, and he is being questioned by the head office about this...".²⁸ Similarly, Xing (HNFT) denied that Wang (TB) knew that HNFT would be participating in the BBCC Tender.²⁹

(3) The ECC and CSCC Tenders

18. PA published on GeBIZ the ITTs for the CSCC and ECC Tenders on 2 September 2022 and 5 September 2022, respectively. Like the BBCC Tender, the ECC and CSCC Tenders both required BCA gradings of "B1". On 3 October 2022 at 1.23pm, Xing (HNFT) sent a WhatsApp message to Wang (TB), stating "We focus [sic] Cheng San CC, Eunoz CC only, will not tender [✂]. For your attention.", which Wang (TB) acknowledged with an "Ok".³⁰ According to Wang (TB), he had, by this time, already confronted Xing (HNFT) about HNFT's participation in the BBCC Tender and was aware that HNFT would be submitting bids for the CSCC and ECC Tenders.³¹ The fact that Wang (TB) was aware of HNFT's intended participation for the CSCC and ECC Tenders at this juncture was also corroborated by Xing (HNFT).³² However, Wang (TB) explained that as TB lacked the manpower to prepare its own tender submissions for the CSCC and ECC Tenders, he agreed that Xing (HNFT) could continue preparing the submission

²⁵ NOI of Xing (HNFT) dated 26 March 2024, response to Q164.

²⁶ NOI of Wang (TB) dated 16 November 2023, response to Q62.

²⁷ NOI of Wang (TB) dated 22 February 2024, responses to Q136, Q144 to Q151.

²⁸ NOI of Wang (TB) dated 22 February 2024, response to Q144.

²⁹ NOI of Xing (HNFT) dated 26 March 2024, response to Q141.

³⁰ **Annex A**, page 42 below.

³¹ NOI of Wang (TB) dated 22 February 2024, responses to Q134 to Q136 and Q144 to Q150.

³² NOI of Xing (HNFT) dated 26 March 2024, response to Q142.

documents for TB for these tenders.³³ On 10 October 2022, Wang (TB) reminded Xing (HNFT) at 9.17am that the CSCC and ECC Tenders were due to close the next day (ie. 11 October 2022).³⁴

19. Subsequently, on 11 October 2022 at 1.06pm, Xing (HNFT) sent an image showing a list of prices to Wang (TB), including a total bid price of \$19,520,176 (see **Annex F**).³⁵ During CCCS's investigation, Xing (HNFT) admitted that this figure was the bid price that he proposed TB submit for the ECC Tender.³⁶ Later that day, at 3.17pm, Wang (TB) sent the submission acknowledgement for the ECC Tender to Xing (HNFT) showing that TB submitted a bid of \$19,520,176, which corresponded with the bid price proposed by Xing (HNFT) (see **Annex G**).
20. As regards the CSCC Tender, Xing (HNFT) sent an image to Wang (TB) on 11 October 2022 at 2.37pm (see **Annex H**) – this was a screenshot of an email addressed to Wong (TB) and Wang (TB), which stated “*Please use below link for Cheng San CC Submission for TB*” and included a link to the documents for TB to submit for the CSCC Tender.³⁷ During CCCS's investigation, Xing (HNFT) confirmed that this set of documents included a document entitled “*4 2 10 Summary of Tender – gcs.pdf*” (see **Annex I**), which stated a final bid price of \$17,560,000 for TB's submission for the CSCC Tender.³⁸ Later that day, at 3.17pm, Wang (TB) sent the submission acknowledgement for the CSCC Tender to Xing (HNFT) showing that TB submitted a bid of \$17,560,000 which, similar to the ECC Tender, corresponded to the bid price proposed by Xing (HNFT) (see **Annex J**).³⁹
21. Subsequently, at 7.17pm and 7.18pm, Xing (HNFT) sent WhatsApp messages containing two screenshots to Wang (TB), which showed the names of the bidders for the CSCC Tender and the ECC Tender, as well as their respective bid prices (see **Annex K**).⁴⁰ These showed that HNFT submitted a bid of \$20,415,455 for the ECC Tender and \$18,590,000 for the CSCC Tender, both of which were higher than TB's bid prices of \$19,520,176 and \$17,560,000, respectively. At about 7.28pm, Wang (TB) replied to ask “*If got 2, how?*”, to which Xing (HNFT) replied at 7.30pm to say “*PA can award 3 projects, what do you worry? You and me have 2 companies, can do 2 projects [sic] same time.*”⁴¹

³³ NOI of Wang (TB) dated 22 February 2024, responses to Q145 to Q148.

³⁴ **Annex A**, page 42 below; the bid price of \$19,520,176 was also stated in a document entitled “*10 Summary of Tender.pdf*”, which was sent by Xing (HNFT) to Wong (TB) and Wang (TB) on 11 October 2022 at 1pm (folder entitled “*11. 11. Oct 2022*” in Exhibit WJJ-002-1).

³⁵ Exhibit XHY-023.

³⁶ NOI of Xing (HNFT) dated 26 March 2024, responses to Q183 to Q184.

³⁷ **Annex A**, page 43 below.

³⁸ NOI of Xing (HNFT) dated 26 March 2024, response to Q190; **Annex I** was also attached to an email sent by Xing (HNFT) to Wang (TB) and Wong (TB) on 11 October 2022 at 10.16am (folder entitled 10. 11. Oct 2022 in Exhibit WJJ-002-1).

³⁹ **Annex A**, page 43 below.

⁴⁰ **Annex A**, page 43 below.

⁴¹ **Annex A**, page 43 below.

C. *Analysis of the facts*

(1) *The BBCC Tender*

22. In CCCS's assessment, the evidence set out above shows that the Parties' bid prices and submissions were not independent as they were the result of discussions between Xing (HNFT) and Wang (TB), and that Xing (HNFT) and Wang (TB) knew that HNFT and TB would both be submitting bids for the BBCC Tender:
- a. The presence of a "*HNFT*" column and prices in **Annex B** and **Annex C**, read with the facts in the sub-paragraphs below, show that Wang (TB) would have been aware that HNFT would also be submitting a bid for the BBCC Tender.
 - b. The prices in the "*Trust-B*" and "*HNFT*" columns in **Annex B** are identical except for the figures in three rows, for which HNFT's prices are higher and are accompanied by remarks stating "*3% added*" in the first row and "*HNFT based on higher sum*" in the fourth and eighth rows – this shows that HNFT's intended bid prices were marked up from TB's intended bid prices.
 - c. TB's prices in rows 1, 4 and 8 in **Annex C** are lower than the prices in the corresponding rows in **Annex B**. The lower prices are consistent with the discussion Wang (TB) and Xing (HNFT) had on 28 September 2022, where they both agreed that the initial prices quoted in **Annex B** were higher than their estimates and Xing (HNFT) told Wang (TB) that he would relook the pricing.⁴² Taken together, these indicate that Wang (TB) was actively engaged in the discussion with Xing (HNFT) in respect of **Annex B** and **Annex C**, which contained not only TB's intended bid prices, but also HNFT's prices in the next column as well.
 - d. Contrary to Wang's (TB) claim that he was surprised about HNFT's participation in the BBCC Tender, the messages which were exchanged after Xing (HNFT) sent **Annex E** to Wang (TB), including Wang's (TB) matter-of-fact observation about the "*14k difference*" between TB's and Ramo's bid prices, do not evince any displeasure or surprise on his part about HNFT's participation in the BBCC Tender. There was also nothing in the messages indicating that Wang (TB) had "confronted" Xing (HNFT) on the same.
 - e. Notably, after Wang (TB) stated "*Hope we can*", Xing (HNFT) replied that HNFT was "*3rd [sic]*" and that HNFT had also "protected" TB.⁴³ Given that Ramo's bid price was \$14,072 more than TB's bid price (ie. \$17,590,072 - \$17,576,000 – see **Annex J**), and that HNFT was the third lowest bidder with its bid of \$18,376,000,

⁴² **Annex A**, page 40 below.

⁴³ **Annex A**, page 42 below.

it is likely that the message “*HNFT, 3rd [sic]*” referred to HNFT being the third lowest bidder, and that it had “protected” TB by submitting a higher bid that therefore made TB’s bid look more competitive. The “😄” subsequently sent by Wang (TB) showed that he felt happy or pleased about HNFT being the third lowest bidder.

23. When Xing (HNFT) and Wang (TB) were specifically confronted by CCCS about the evidence detailed above, they proffered several different but notably conflicting explanations. These reinforce the conclusion that they both knew that HNFT and TB were going to submit bids for the BBCC Tender:

- a. On whether he knew that Xing (HNFT) was going to participate in the BBCC Tender, Wang (TB) claimed that he only found out about HNFT’s bid after the results were released and that he was surprised and angry about this.⁴⁴ In relation to the presence of a “HNFT” column in **Annex B**, he stated that he “*didn’t pay attention to the details in the document*” and that “[*he is*] *longsighted and...was only looking at the document on [his] phone and was just looking at the cost figures. [He] only realise HNFT is mentioned in the document when [he] relooked [his] correspondence and documents after [his] interview with [CCCS on 16 November 2023].*”⁴⁵

In CCCS’s view, this explanation does not stand up to scrutiny, given that Wang (TB) received two versions of the “Summary of Tender” spreadsheet (**Annex B** and **Annex C**), both of which had a “HNFT” column included. Notably, both **Annex B** and **Annex C** contain the words “3% added” in one row and “*HNFT based on higher sum*” in two rows, with the HNFT price of \$2,482,609 being 3% higher than the TB figure of \$2,410,300 in row 1 of the “TB” column in **Annex B** and in the “*Original*” column in **Annex C**. In CCCS’s assessment, this meant that Wang (TB) knew that HNFT was going to submit a higher bid; if HNFT was not going to submit a cover bid, there would be no reason for **Annex B** and **Annex C** to contain HNFT prices that were higher than TB’s with a 3% markup and for Xing (HNFT) to indicate that the HNFT prices in both documents were “*based on higher sum*”, or for a HNFT price to be provided at all. Finally, both documents related to a large-scale project that TB intended to bid for and potentially execute, and it does not stand to reason that Wang (TB) would just cursorily glance at the figures and not pay attention to them.

- b. In addition to the above, the messages concerning **Annex B** and **Annex C** show Wang (TB) actively participating in the discussion with Xing (HNFT) about the prices in these documents, which makes his claim that he did not pay attention to the details in the document unbelievable.

⁴⁴ NOI of Wang (TB) dated 22 February 2024, responses to Q149 and Q151.

⁴⁵ NOI of Wang (TB) dated 22 February 2024, response to Q106.

- c. Similarly, Xing (HNFT) proffered incredible and inconsistent explanations in respect of the “HNFT” column in **Annex B** and **Annex C**. When he was first referred to **Annex B**, Xing (HNFT) indicated that the prices in the “HNFT” column referred to HNFT’s intended prices for the BBCC Tender.⁴⁶ However, he subsequently stated that *“the prices under the HNFT column is meant to tell [Wang (TB)] that these are the prices that HNFT will offer TB which are also the original prices. Original prices are costs that I have calculated.”*⁴⁷ *Original prices are “derived from subcontracting prices, our management fees and our consideration on how easy or difficult the project is”*⁴⁸ and *“is a price at which the project is doable”*⁴⁹. When he was pressed further on the significance of the “HNFT” column, Xing (HNFT) changed tack and stated that *“It means that this is the price that HNFT would submit”*,⁵⁰ but went on to say that in his messages with Wang (TB), he *“made it very clear that HNFT would not participate in the tender.”*⁵¹ After the inconsistency between HNFT not participating and him providing HNFT’s bid prices to Wang (TB) was highlighted, Xing (HNFT) then provided the confusing response that *“I wasn’t thinking so much at that time”* and claimed that *“there is no meaning or significance”* to the figures in the “HNFT” column.⁵²
- d. In relation to Xing’s (HNFT) “*protect you*” message and the “😬” that Wang (TB) sent in reply (see paragraph 16 above), Wang (TB) stated that the latter message was a response with *“embarrassed laughter as [he] didn’t know how to respond to [Xing (HNFT)]”*, and that this was because TB’s bid *“was priced at the lowest, so [he didn’t] know how [Xing (HNFT)] can protect [him].”*⁵³ He also added that HNFT could not protect him as HNFT was unable to complete projects on time and was in a bad financial position, and that HNFT’s pricing would not affect how the tender bids would be ranked in the public tender scoring mechanism.⁵⁴ However, he conceded that a lower bid price would be more competitive than a higher one,⁵⁵ which, in CCCS’s view, revealed how HNFT was in fact able to “protect” TB (ie. by enabling TB to obtain a wider margin of advantage in terms of its price score relative to HNFT by virtue of its lower bid).
- e. On the same “*protect you*” message, Xing (HNFT) could not provide a reasonable explanation when he was questioned specifically on how HNFT had protected TB. He stated that HNFT had no intention to win the bid and did not want to take on

⁴⁶ NOI of Xing (HNFT) dated 26 March 2024, response to Q102.

⁴⁷ NOI of Xing (HNFT) dated 26 March 2024, response to Q120.

⁴⁸ NOI of Xing (HNFT) dated 26 March 2024, response to Q125.

⁴⁹ NOI of Xing (HNFT) dated 26 March 2024, response to Q133.

⁵⁰ NOI of Xing (HNFT) dated 26 March 2024, response to Q132.

⁵¹ NOI of Xing (HNFT) dated 26 March 2024, response to Q136.

⁵² NOI of Xing (HNFT) dated 26 March 2024, responses to Q137 to Q138.

⁵³ NOI of Wang (TB) dated 22 February 2024, response to Q140.

⁵⁴ NOI of Wang (TB) dated 22 February 2024, responses to Q142 and Q143.

⁵⁵ NOI of Wang (TB) dated 22 February 2024, response to Q142.

the project and thus had “protected” TB by giving TB a higher chance of being the lowest bidder.⁵⁶ However, he denied that he “*purposely set the price higher*” than TB’s and stated that the prices were for “[Wang (TB)]” and I to decide. *Because for government projects, even the lowest bidder might not get the project.*”⁵⁷ At the end of the interview, he agreed that HNFT submitted higher bid prices than TB for the PA tenders but denied (without explaining more) that this was to help TB’s bids look more competitive to PA from a price perspective.⁵⁸

(2) *The CSCC and ECC Tenders*

24. Regardless of the Parties’ respective positions in relation to HNFT’s participation in the BBCC Tender, it is clear that by the time of the CSCC and ECC Tenders, Wang (TB) was aware that HNFT would be submitting bids in respect of these tenders (see paragraph 18 above). It is also clear that the Parties colluded on the prices that TB would submit in respect of the CSCC and ECC Tenders, and that by virtue of such collusion, HNFT’s bids were informed by Xing’s (HNFT) knowledge of TB’s bids and were hence not independent. In this regard, the following facts bear highlighting:

- a. TB submitted the exact bid prices and documents that were proposed by Xing (HNFT) for both the ECC and CSCC Tenders (see paragraphs 19 and 20 above) – this was acknowledged by Xing (HNFT) during CCCS’s investigation and corroborated by Wong (TB), who stated that HNFT handled “*the taking off, the costing, and everything*”, and that HNFT would compile the documents for Wong (TB) to submit.⁵⁹ This shows that TB’s bid prices were not independent and were the result of collusion with HNFT, and that HNFT was cognisant of TB’s prices when formulating and submitting its own bids.
- b. HNFT’s bid prices for the ECC and CSCC Tenders were both higher than the prices submitted by TB (see paragraph 21 above) – this was also acknowledged by Xing (HNFT) during CCCS’s investigation,⁶⁰ and reinforces the conclusion that there was a cover bidding arrangement between the Parties to make TB’s bids seem more competitive.
- c. The messages exchanged between Wang (TB) and Xing (HNFT) regarding the former’s concerns if TB were to be awarded both the ECC and CSCC Tenders (see paragraph 21 above) show that Xing (HNFT) hoped that TB would win the ECC and CSCC projects, and is consistent with HNFT submitting cover bids for these projects – having prepared both TB’s and HNFT’s bid prices, Xing (HNFT) would

⁵⁶ NOI of Xing (HNFT) dated 26 March 2024, responses to Q166 and Q172.

⁵⁷ NOI of Xing (HNFT) dated 26 March 2024, response to Q169.

⁵⁸ NOI of Xing (HNFT) dated 26 March 2024, responses to Q194 to Q195.

⁵⁹ NOI of Xing (HNFT) dated 26 March 2024, responses to Q183 to Q184 and Q190 to Q191; NOI of Wong (TB) dated 16 November 2023, response to Q30.

⁶⁰ NOI of Xing (HNFT) dated 26 March 2024, responses to Q186, Q193, and Q194.

have been aware that HNFT's bid prices were higher than TB's and that HNFT's conduct could have increased TB's chances of winning not one, but both the CSCC and ECC Tenders.

(3) *Summary of analysis*

25. In CCCS's assessment, the facts clearly bear out that the Parties' bids for the PA Tenders were not independently determined and were submitted in furtherance of collusion or co-operation between HNFT and TB. It is undisputed that HNFT and Xing (HNFT) prepared TB's submissions for the PA Tenders and proposed TB's bid prices,⁶¹ which meant that TB's bids were not independent and that HNFT, which was TB's competitor in the PA Tenders, was completely aware of its competitor's likely bid prices and the contents of its submissions. Consequently, HNFT's own bids were also not independent. By their actions, the Parties had given PA the impression that HNFT's and TB's bids for the PA Tenders were genuine and competitive bids, when this was simply not the case.
26. The attempt by Wang (TB) to distance TB from any knowledge of HNFT's participation in the PA Tenders also goes against the contemporaneous documentary evidence and his statements given to CCCS. Further, the clear admission by Xing (HNFT) that he had discussed the PA tenders with Wang (TB) to benefit Raintree reinforces the conclusion that it was more likely that the Parties intended for HNFT to place higher bids than TB to make TB's bids appear more competitive.
27. For completeness, CCCS highlights that there was no compelling evidence of any subcontracting arrangement between Xing (HNFT) and Wang (TB), despite them characterising this arrangement as such (see paragraphs 13 and 14 above). In particular, Wang (TB) did not provide any documents, such as subcontractor price schedules, evidencing any agreement between TB and Xing (HNFT) concerning this purported subcontracting arrangement, as he was open to engaging other subcontractors if Xing (HNFT) was unwilling to perform the subcontracting work.⁶² Similarly, Xing (HNFT) stated that there were no concrete discussions about Raintree being TB's subcontractor for any of the PA tenders as "*the tenders were not awarded yet so there was no point discussing.*"⁶³ However, based on the facts set out above, any such subcontracting arrangement between Xing (HNFT) and Wang (TB) would be no defence to a finding of infringement as they remained competitors in the PA Tenders and did not submit independent bids to PA.⁶⁴

(4) *HNFT's representations*

⁶¹ See, for example, NOI of Xing (HNFT) dated 26 March 2024, response to Q52; NOI of Wang (TB) dated 22 February 2024, response to Q146.

⁶² NOI of Wang (TB) dated 22 February 2024, responses to Q36 to Q38.

⁶³ NOI of Xing (HNFT) dated 26 March 2024, response to Q198.

⁶⁴ *Formula 1 and GEMS Tenders* [2017] SGCCCS 1 ("**Formula 1 and GEMS Tenders**"), at [177] and [189].

28. In its written representations submitted on 25 November 2024, HNFT denied that it had infringed the section 34 prohibition for the following reasons:

- a. In respect of the BBCC Tender, HNFT's submission of a bid despite having proposed a price for TB's submission to PA did not amount to bid-rigging.⁶⁵ This was because the BBCC Tender was an open tender, the Parties could decide on their own final prices and their bids were "*independent*", and the Parties did not know the other bidders' prices.⁶⁶ HNFT was also not a real competitor as it did not intend to win the tender.⁶⁷ Further, it was also "*beneficial to PA*" for HNFT to have submitted another bid for PA's "*reference*".⁶⁸
- b. HNFT submitted that its participation in the BBCC Tender was Xing's (HNFT) "*sudden decision*", and that Wang (TB) did not know about HNFT's intended participation in the same.⁶⁹ In relation to the "*HNFT, 3rd. [sic] 保护你*" message, this was "*said [by Xing (HNFT)] without thinking*".⁷⁰ As regards the "*3% added*" text in **Annex B** and **Annex C**, HNFT submitted that this was its normal practice for every tender and was "*to do some adjustments according to site conditions and subcontractors' quotations*", and did not refer to a markup of TB's prices.⁷¹
- c. In respect of the CSCC and ECC Tenders, HNFT contended that Xing (HNFT) did not tell Wang (TB) about HNFT's intended participation in these tenders.⁷² HNFT further asserted that while Xing (HNFT) provided proposed bid prices to Wang (TB) for both tenders, he did not request Wang (TB) to submit these prices, Wang (TB) could nonetheless independently decide on TB's bid prices, and Wang (TB) never commented on HNFT's prices.⁷³

29. CCCS rejects HNFT's representations for the following reasons:

- a. A fundamental principle underlying competition law is that economic operators should act independently when determining their conduct in the market and not engage in any direct or indirect contact between them where the object or effect of such contact is to either influence the conduct on the market of an actual or potential competitor, or to disclose to such competitor the course of conduct which they

⁶⁵ Written Representations from HNFT dated 25 November 2024, pages 1, 5, 6, 7.

⁶⁶ Written Representations from HNFT dated 25 November 2024, pages 1, 5.

⁶⁷ Written Representations from HNFT dated 25 November 2024, page 1.

⁶⁸ Written Representations from HNFT dated 25 November 2024, pages 1, 6.

⁶⁹ Written Representations from HNFT dated 25 November 2024, pages 1, 2, 4, 5.

⁷⁰ Written Representations from HNFT dated 25 November 2024, page 2.

⁷¹ Written Representations from HNFT dated 25 November 2024, page 4.

⁷² Written Representations from HNFT dated 25 November 2024, page 3.

⁷³ Written Representations from HNFT dated 25 November 2024, pages 3, 5, 6, 7.

themselves have decided to adopt or have contemplated adopting on the market.⁷⁴ In essence, competing bidders must formulate their commercial positions on their own, without reference to information provided as a consequence of collusion relating to another competitor's pricing decisions. The fact that TB adopted entirely the prices that were determined by HNFT, and that HNFT, in setting its own prices, knew the prices that TB would likely submit, pertinently showed that there was no independence in their respective bids.

- b. The argument that HNFT was not a “real competitor” is a non-starter given that HNFT submitted competing bids for the respective PA Tenders.
- c. Similarly, CCCS rejects the assertion that PA would have benefited from “referencing” non-genuine and non-independent bids emanating from a bidder that had no intention of winning the bids. In fact, such bids were actually detrimental to PA and to the competitive process, as they created the illusion of competition and undermined the process that the PA Tenders were meant to achieve. In any event, this assertion does not address CCCS's finding that the Parties' respective tender bids were not independently determined.
- d. In respect of Wang's (TB) purported lack of knowledge about HNFT's intended participation in the PA Tenders, this is not borne out by the contemporaneous and objective evidence, which has already been dealt with in CCCS's analysis set out at paragraphs 22 to 24 above. In fact, HNFT's attempt to disavow any knowledge on the part of Wang (TB) in respect of the CSCC and ECC Tenders contradicts Xing's (HNFT) own statement.⁷⁵
- e. On the same issue of Wang's (TB) purported lack of knowledge, HNFT's bare assertion that the phrase “*HNFT, 3rd. [sic] 保护你*” was sent by Xing (HNFT) to Wang (TB) “*without thinking*” appears to be an afterthought, and, in any event, runs contrary to Xing's (HNFT) own admission in his statement that he had “protected” Wang (TB) by giving TB a better chance to be the lowest bidder.⁷⁶ In a similar vein, HNFT's attempt to explain away the use of the phrase “*3% added*” in **Annex B** and **Annex C** as being the “*normal practice*” also appears to be nothing more than an afterthought and is not substantiated by any evidence of its past practice. It also conveniently glosses over the other text in **Annex B** and **Annex C**, including “*HNFT based on higher sum*”, which shows that HNFT did in fact add a

⁷⁴ Joined Cases 40 to 48, 50, 54 to 56, 111, 113 and 114-73 *Coöperatieve Vereniging “Suiker Unie” UA and others v Commission* [1975] ECR 1663 (“**Suiker Unie**”) at [173] to [174]. *Suiker Unie* was affirmed by the ECJ in the subsequent case of Case C-42/92 P *Commission of the European Communities v Anic Participazioni SpA* [1999] ECR I-4125, at [115]-[118]; see also the cases cited in *Re infringement of the section 34 prohibition in relation to anti-competitive agreements and/or concerted practices involving bid-rigging in connection with the supply of interior fit-out construction services for non-residential properties in Singapore*, CCCS 500/100/2021/001 (“**Interior Fit-out**”), at [22].

⁷⁵ NOI of Xing (HNFT) dated 26 March 2024, response to Q142.

⁷⁶ NOI of Xing (HNFT) dated 26 March 2024, responses to Q166 and Q172.

markup to TB's prices. Moreover, as highlighted at paragraphs 22 to 23 above, there was simply no reason for Xing (HNFT) to provide the prices in the "HNFT" column in **Annex B** and **Annex C** to Wang (TB) if HNFT did not intend to participate in the BBCC Tender.⁷⁷

(5) *TB's representations*

30. On 25 November 2024, Drew & Napier LLC submitted representations to CCCS on TB's behalf. In these representations, TB asserted that the PID failed to show a precise and consistent body of evidence proving that TB had infringed the section 34 prohibition, for the following reasons:

- a. As a preliminary point, CCCS should be required to prove TB's infringement beyond a reasonable doubt due to the "*punitive nature of financial penalties under Section 34 and the severe reputational consequence of being labelled a cartel*".⁷⁸
- b. Wang (TB) did not know or suspect that HNFT would submit a bid for the BBCC Tender.⁷⁹ Xing (HNFT) repeatedly told Wang (TB) that he would be acting in his personal capacity or on behalf of Raintree, and HNFT was not a real competitor that would be able to carry out the works required for the BBCC Tender due to its financial and commercial situation.⁸⁰ As such, HNFT's eventual participation came as a shock to Wang (TB), and he thus confronted and reprimanded Xing (HNFT) about HNFT's participation in BBCC Tender.⁸¹ As for the "HNFT" column in **Annex B** and **Annex C**, as well as the WhatsApp conversation between Xing (HNFT) and Wang (TB) at **Annex A**, TB contended that these were not probative as Wang (TB) was reading the documents on his phone screen, is long-sighted, and was only concerned about TB's prices.⁸²
- c. Similar to HNFT's representations, TB submitted that Wang (TB) did not know that HNFT would be participating in the CSCC and ECC Tenders.⁸³
- d. CCCS failed to consider the alternative plausible explanation, namely, that Wang (TB) had engaged Xing (HNFT) in the latter's personal capacity or as a Raintree representative as part of a potential subcontracting arrangement, and that this was complicated by Xing's (HNFT) "*breach of confidence*" by using information from TB to submit a cover bid.⁸⁴

⁷⁷ NOI of Xing (HNFT) dated 16 November 2023, response to Q38.

⁷⁸ Written Representations from TB dated 25 November 2024, paragraph 13.

⁷⁹ Written Representations from TB dated 25 November 2024, paragraph 16.

⁸⁰ Written Representations from TB dated 25 November 2024, paragraphs 16(b) and 16(c).

⁸¹ Written Representations from TB dated 25 November 2024, paragraph 16(d).

⁸² Written Representations from TB dated 25 November 2024, paragraph 17.

⁸³ Written Representations from TB dated 25 November 2024, paragraphs 18 to 23.

⁸⁴ Written Representations from TB dated 25 November 2024, paragraphs 27 to 40.

- e. HNFT's cover bid would not have made TB's bid look more competitive as the price ("**P-Score**") under the BCA Price Quality Method ("**PQM**") framework contemplates an absolute score relative to the lowest bid, which meant that a high cover bid would not have increased the other cartelists' P-Score.⁸⁵ In addition, HNFT had nothing to gain from the alleged cover bidding arrangement as it was not in a position to carry out the works, there was no direct mention of the cover bidding arrangement in the chats between Xing (HNFT) and Wang (TB), nor did Wang (TB) tell Xing (HNFT) to ensure that HNFT's pricing and documents were clearly distinct from TB's.⁸⁶

31. CCCS rejects TB's submissions for the reasons set out below:

- a. TB's preliminary point that CCCS should be required to prove an infringement beyond a reasonable doubt ignores existing case law on this issue. In *Gold Chic*, the Competition Appeal Board ("**CAB**") clearly stated that "[t]he standard of proof remains the civil standard" in competition cases,⁸⁷ and rejected the appellants' attempts to import a criminal standard of proof into such cases.⁸⁸
- b. As regards Wang's (TB) knowledge of HNFT's intended participation in the BBCC Tender, the basis for CCCS's findings in this regard are already explained in detail at paragraphs 22 and 23 above. Notably, TB's claim that Wang (TB) was shocked about HNFT's submission of a bid is addressed at paragraphs 22.d. and 22.e. above, where CCCS highlighted that Wang's (TB) response to the document showing HNFT's participation in the BBCC Tender involved little more than a matter-of-fact observation about a "14k difference" between TB's price and the second-lowest bidder, and an exchange of other messages which appeared to convey Wang's (TB) satisfaction with the outcome. This is not consistent with the shock, anger or displeasure now claimed by TB. There was also no evidence adduced by TB to substantiate Wang's (TB) alleged "confrontation" with Xing (HNFT).
- c. In respect of TB's contention about HNFT not being a "real competitor" due to its financial and commercial situation, CCCS notes that HNFT made a similar argument (paragraph 28.a. above) and likewise rejects this submission for the reason set out at paragraph 29.b. above.
- d. As for TB's assertion concerning the probative value of the evidence at paragraph 30.b. above, its contention that CCCS's findings that TB was aware of HNFT's participation in the BBCC Tender are primarily based on "...two Excel spreadsheets containing the initial "HNFT" written in black text in a single blue

⁸⁵ Written Representations from TB dated 25 November 2024, paragraph 41(a).

⁸⁶ Written Representations from TB dated 25 November 2024, paragraphs 41(b) to 41(f).

⁸⁷ *Gold Chic*, at [63].

⁸⁸ *Gold Chic*, at [61] to [66].

cell”⁸⁹ is inaccurate. First, **Annex B** and **Annex C** contain not only the “HNFT” header, but also other references to HNFT, such as the phrase “HNFT based on higher sum”, which appears in two rows in each document. Second, the claim that Wang (TB) did not, or could not, see any reference to HNFT in **Annex B** and **Annex C** is also incredible, given that the spreadsheets are far from lengthy and only contain three columns and ten rows with dollar figures. Third, there was an exchange of messages between Xing (HNFT) and Wang (TB) between the night of 28 September 2022 and the afternoon of 29 September 2022,⁹⁰ which show both individuals actively engaging about the prices in **Annex B** and **Annex C** (see also paragraphs 22.c. and 23.b. above), as well as the analysis at paragraphs 22 and 23 above – these clearly show that Wang’s (TB) claim that he did not read **Annex B** and **Annex C** in detail goes against the weight of the evidence. On the contrary, the evidence shows how keenly aware TB was of HNFT’s involvement, and the significant level of communication and co-operation between them.

- e. In relation to Wang’s (TB) knowledge about HNFT’s intended participation in the CSCC and ECC Tenders, CCCS’s findings on this issue are detailed at paragraphs 18 and 24 above. CCCS highlights that Wang (TB) specifically stated that he was not concerned about Xing (HNFT) potentially undercutting TB for the CSCC and ECC Tenders,⁹¹ which necessarily meant that Wang (TB) knew about Xing’s (HNFT) intention to submit bids for these tenders. Furthermore, there is Xing’s (HNFT) separate confirmation that Wang (TB) was indeed aware of HNFT’s intention to submit bids for these two tenders.⁹²
- f. On TB’s submissions about the alleged subcontracting arrangement, CCCS reiterates its finding that there was no such arrangement at paragraph 27 above. Further, even if TB’s claim was true ie. that Wang (TB) wanted to engage Xing (HNFT) in the latter’s own capacity or as a Raintree representative,⁹³ this does not detract from the finding that there was a cover bidding arrangement. In fact, the use of HNFT as a vehicle to submit bids for the PA Tenders was in furtherance of Xing’s (HNFT) hope to obtain business opportunities for Raintree, as stated at paragraph 13 above. Moreover, even if there was a genuine subcontracting arrangement (which CCCS maintains is not borne out by the evidence), this would not relieve the Parties from liability for bid-rigging in circumstances where they had exchanged information on the tender prices and held themselves as being competing bidders in respect of each of the PA Tenders.
- g. CCCS notes that TB’s absolute P-Scores would not have been affected by HNFT’s bids, given the formula set out in the BCA PQM framework (ie. Lowest Tender

⁸⁹ Written Representations from TB dated 25 November 2024, paragraph 15(a).

⁹⁰ **Annex A**, pages 40 and 41 below.

⁹¹ NOI of Wang (TB) dated 22 February 2024, response to Q150.

⁹² NOI of Xing (HNFT) dated 26 March 2024, response to Q142.

⁹³ Written Representations from TB dated 25 November 2024, paragraph 31.

Price / Tenderer's Price x 60%). That said, the Parties were well aware that tender pricing would play a significant role in PA's assessment of their bids; this is immediately apparent from the discussion between Xing (HNFT) and Wang (TB) about HNFT being the third lowest bidder after the release of various supplier responses for the BBCC Tender (see **Annex E**).⁹⁴ Moreover, even if TB's price scores were not directly affected by HNFT's higher tender bids, the fact remained that TB would be accorded better scores than HNFT since TB's bids were priced lower, which would enable TB to obtain a wider margin of advantage in terms of its price score relative to HNFT as a consequence of the Conduct. As between TB and HNFT, TB's bids would look more attractive in the round since their proposals were identical in most other material respects, with the only difference being TB's lower bid prices.

- h. Finally, whether HNFT stood to gain from the cover bidding arrangement does not detract from CCCS's finding that there was in fact bid-rigging in respect of the PA Tenders, and that this conduct caused harm to both PA and the competitive process by giving a false sense of competition and reducing the number of competitive bids. In any event, the evidence clearly shows that Xing (HNFT) was the directing mind and will of HNFT and had established the cover bidding arrangement for the benefit of his own company, Raintree, after HNFT's intended withdrawal from Singapore.⁹⁵ As regards the lack of any mention of this bidding arrangement or instructions for Xing (HNFT) to ensure that HNFT's documents were clearly distinct from TB's, CCCS takes the view that the other evidence, taken as a whole, clearly establishes the infringements in question on a balance of probabilities, which is the well-established legal standard in view of the covert nature of anti-competitive conduct of the sort that the Parties have engaged in the present case.

III. Infringement Decision

A. CCCS's Infringement Decision

- 32. Section 34(1) of the Act prohibits "...agreements between undertakings ... or concerted practices, which have as their object or effect the prevention, restriction or distortion of competition within Singapore". Given that both Parties are in the business of providing building construction services, it is clear that HNFT and TB are "undertakings" within the meaning of ss 2 and 34(1) of the Act. CCCS also highlights that the applicable legal principles on "agreements" and "concerted practices" are well established in previous decisions by the CAB and CCCS, with the fundamental principle being that each undertaking must independently decide on the policy that it intends to adopt in the market

⁹⁴ **Annex A**, page 42 below.

⁹⁵ See paragraph 13 above.

and cannot reduce the uncertainty between itself and another undertaking by way of coordination or co-operation.⁹⁶

33. It is trite law that bid-rigging harms competition and amounts to an infringement of the section 34 prohibition by object. The *CCCS Guidelines on the Section 34 Prohibition* state that restrictions of competition by object, including bid-rigging, will always be regarded to have an appreciable adverse effect on competition.⁹⁷ This position has been affirmed by the CAB in *CU Water* and *Pang's Motor Trading*.⁹⁸ A tender process is designed to foster competition, and an essential feature of this system is that each interested supplier should prepare and submit its bids independently. Tender bids that are submitted because of collusion or co-operation between suppliers competing for the award of the tender will, by their very nature, be regarded as appreciably restricting of competition.⁹⁹ Notably, in *CU Water*, the CAB highlighted that when an undertaking engages in a bid-rigging agreement and/or concerted practice, the anti-competitive harm would have included giving customers a false sense of competition in the procurement process and reducing the number of competitive bids submitted to the customer, among other things, even if the undertaking was not successful in a tender.¹⁰⁰
34. In *Apex Asphalt and Paving Co Limited v Office of Fair Trading*¹⁰¹ ("**Apex**") (cited by CCCS in *Pest Control*¹⁰²) and, subsequently, *Makers UK Limited v Office of Fair Trading* (which applied the principles set out in *Apex*)¹⁰³, the United Kingdom Competition Appeal Tribunal ("**UK CAT**") observed that the independent preparation of bids is important from the standpoint of the tenderer as the tendering process is designed to identify the contractor that is prepared to make the most cost-effective bid. As such, the competitive tendering process may be interfered with if the bids submitted are not the result of individual economic calculation but of knowledge of the bids by other participants or concertation between participants, which leads to conditions of competition that do not correspond with normal market conditions. The principles set out in these decisions were applied by CCCS in cases including *Formula 1 and GEMS Tenders* at [71] (see also [68] to [76] of that decision) and *Swimming Pools* at [55] to [59].
35. While the Parties have denied infringing the section 34 prohibition, it is apposite to note that anti-competitive practices and agreements are by their nature hidden and secret, and

⁹⁶ See, for example, *Re Pang's Motor Trading v Competition Commission of Singapore* [2014] SGCAB 1 ("**Pang's Motor Trading**"), at [30] and *Re infringement of the section 34 prohibition in relation to the provision of maintenance services for swimming pools, spas, fountains and water features*, CCCS 500/7003/17 ("**Swimming Pools**"), at [23] to [32].

⁹⁷ *CCCS Guidelines on the Section 34 Prohibition*, at paragraph 2.24.

⁹⁸ *CU Water Services Pte Ltd v CCCS* [2023] SGCAB 1 ("**CU Water**"), at [27]; and *Pang's Motor Trading*, at [30].

⁹⁹ *CCCS Guidelines on the Section 34 Prohibition*, at paragraph 3.8.

¹⁰⁰ *CU Water*, at [56].

¹⁰¹ *Apex Asphalt and Paving Co Limited v Office of Fair Trading* [2005] CAT 4, at [209].

¹⁰² *Re Certain Pest Control Operators in Singapore* [2008] SGCCS 1, at [59].

¹⁰³ *Makers UK Limited v Office of Fair Trading* [2007] CAT 11, at [104].

that the existence of the same may need to be reconstituted by deduction or inferred from a number of coincidences and indicia, which, taken together, may constitute evidence of an infringement in the absence of any other plausible explanation.¹⁰⁴ Taken as a whole, the evidence and analysis detailed at Section II above shows that HNFT and TB were party to the Conduct. Specifically, the Parties agreed to collude, and did in fact collude, in the preparation of TB's bid submissions and prices for the PA Tenders despite knowing that HNFT would also be a competing bidder, or at least, knowingly substituted the risks of competition with co-operation between them in relation to TB's bid submissions and prices for the PA Tenders. HNFT also submitted its bids for the PA Tenders with the knowledge of what TB's bids would likely be. As such conduct had the object of preventing, restricting or distorting competition, CCCS finds that HNFT and TB have thereby infringed the section 34 prohibition.

36. Further, CCCS finds that the infringements were intentionally or negligently committed by HNFT and TB; this is an objective assessment and does not turn on whether the Parties subjectively intended to infringe the section 34 prohibition.¹⁰⁵ In this regard, CCCS considers that the Parties entered into the agreements and/or concerted practices knowingly, with the intention of establishing potential business opportunities for Raintree (on Xing's (HNFT) part) and to benefit from Xing's (HNFT) experience in preparing public tender submissions (on Wang's (TB) part),¹⁰⁶ and could not have been unaware that their conduct would restrict competition in relation to the PA Tenders.¹⁰⁷ As experienced players in the construction industry who have participated in numerous procurement exercises,¹⁰⁸ Xing (HNFT) and Wang (TB) would have been aware that the PA Tenders were called so that PA could obtain independent and competitive quotes for the upgrading works in question, and thereby would have known or ought to have known that their submission of non-independent bids would undermine this objective.¹⁰⁹
37. Following from CCCS's finding that HNFT and TB have infringed the section 34 prohibition by engaging in the Conduct, CCCS imposes on the Parties the financial penalties listed below in Section IV pursuant to s 69(2)(e) of the Act.

IV. CCCS's action

A. Calculation of penalties

¹⁰⁴ *Gold Chic Poultry Supply Pte. Ltd. and anor v CCCS and other appeals* [2020] SGCAB 1 ("**Gold Chic**"), at [69].

¹⁰⁵ *CCCS Guidelines on Directions and Remedies*, at paragraphs 6.8.

¹⁰⁶ See paragraphs 13 and 14 above; this responds to TB's submissions on the purported lack of specificity on what these commercial objectives were, at Written Representations from TB dated 25 November 2024, paragraphs 43 to 45.

¹⁰⁷ *Penalty Guidelines*, at paragraph 6.7; see also *Re Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand* [2009] SGCCS 2 ("**Express Bus Operators**"), at [141] to [143].

¹⁰⁸ Based on GeBIZ data, HNFT participated in 57 tenders between 2015 and 2022 and was awarded five of them. TB participated in 61 tenders during the same period and was awarded two of them.

¹⁰⁹ *CCCS Guidelines on Directions and Remedies*, at paragraphs 6.3 to 6.10.

38. The following section sets out the financial penalties that CCCS imposes on HNFT and TB in accordance with the six-step approach set out in *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases* (“**Penalty Guidelines**”), considering the twin objectives of imposing penalties, which are to reflect the seriousness of the infringement and need for deterrence.¹¹⁰ The six steps are:¹¹¹
- a. Step 1: calculation of the base penalty having regard to the seriousness of the infringement (expressed as a percentage rate) and the party’s turnover of the business in Singapore for the relevant market affected by the infringement (ie., relevant turnover) in the party’s financial year preceding the date when the infringement ended¹¹²;
 - b. Step 2: the duration of the infringement;
 - c. Step 3: any aggravating and mitigating factors;
 - d. Step 4: other relevant factors such as deterrent value;
 - e. Step 5: statutory maximum penalty as provided for under s 69(4) of the Act; and
 - f. Step 6: immunity, leniency reductions and/or fast-track procedure discounts.
39. The table below sets out the financial penalties CCCS imposes on the Parties according to the six-step framework in CCCS’s *Penalty Guidelines*, while Section B addresses the Parties’ submissions on these financial penalties:

¹¹⁰ *Penalty Guidelines*, at paragraph 1.7.

¹¹¹ *Penalty Guidelines*, at paragraph 2.1.

¹¹² *Competition (Financial Penalties) Order 2007*, paragraph 3 and *Penalty Guidelines*, at paragraph 2.5.

Step in Penalty Guidelines	HNFT	TB	CCCS's Considerations
Step 1: Calculation of Base Penalty ¹¹³	S\$[X]	S\$[X]	- The financial years for HNFT and TB commence on 1 January and end on 31 December. As the infringements ended in October 2022 (ie. after the Parties submitted their bids for the CSCC and ECC Tenders on 11 October 2022), the business year for the purpose of determining their relevant turnover is the financial year ending 31 December 2021. For the 2021 financial year, HNFT's relevant turnover was <u>S\$[X]</u>, while TB's relevant turnover was <u>S\$[X]</u>.¹¹⁴ - As the agreements and/or concerted practices between HNFT and TB involved bid-rigging in relation to the PA Tenders, they had as their object the prevention, restriction and distortion of competition, and are by their very nature, serious infringements of the Act. Accordingly, CCCS sets the starting point at [X] of relevant turnover. - Therefore, the starting amounts for HNFT and TB are <u>S\$[X]</u> and <u>S\$[X]</u>, respectively.
Step 2: Duration of Infringement	No change from Step 1 S\$[X]	No change from Step 1 S\$[X]	- The Conduct took place in three discrete tenders between August and October 2022 (ie. from the time the BBCC Tender was called in August 2022 to the submission of the CSCC and ECC Tenders in October 2022). - CCCS considers bid-rigging in each tender to be a discrete infringement and applies a duration multiplier of one year even where the total

¹¹³ This step is based on seriousness of infringement (expressed as a percentage rate) and the party's turnover of the business in Singapore for the relevant markets affected by the infringement (ie., relevant turnover) in the party's financial year preceding the date when the infringement ended.

¹¹⁴ Information provided by HNFT dated 16 May 2024 pursuant to the s 63 Notice issued by CCCS dated 30 April 2024, at page 5 of HNFT's Annual Report ("AR") for the financial year ending December 2021; Information provided by TB dated 17 May 2024 pursuant to the s 63 Notice issued by CCCS dated 30 April 2024, at page 7 of TB's AR for the financial year ending December 2021.

Step in Penalty Guidelines	HNFT	TB	CCCS's Considerations
			duration of the infringement is less than a full year. ¹¹⁵ Therefore, the penalty after adjustment for duration remains at S\$[X] and S\$[X] , for HNFT and TB, respectively.
Step 3: Aggravating and Mitigating Factors	S\$[X] (+[X] of [X])	S\$[X] (+[X] of [X])	• CCCS considers the multiple infringing incidences by the Parties¹¹⁶ to be an aggravating factor. In view of the Parties' involvement in 3 bid-rigging infringing incidences each, CCCS considers it appropriate to increase the penalties by 10% from Step 2 (ie. two additional infringing incidences x 5%).¹¹⁷ • CCCS also considers the active roles of senior management of HNFT and TB in perpetrating the Conduct as an aggravating factor. In this regard, CCCS notes that Xing (HNFT) was at all material times the General Manager of HNFT's Singapore Branch and was the ultimate approving authority for the company.¹¹⁸ Similarly, Wang (TB) was at all material times the sole director of TB and did not report to any higher authority.¹¹⁹ Therefore, CCCS considers it appropriate to increase the penalties by a further [X] from Step 2 for both HNFT and TB. • Additionally, CCCS considers the role of an undertaking as a leader in, or as an instigator of, an infringement to be an aggravating factor.¹²⁰ In this case, CCCS finds that Xing (HNFT) and HNFT instigated the

¹¹⁵ *Penalty Guidelines*, at paragraph 2.11.

¹¹⁶ *Penalty Guidelines*, at paragraph 2.14.

¹¹⁷ This approach of increasing the penalties by multiples of 5% for each additional instance of infringement after the first was endorsed by the CAB in *Pang's Motor Trading*, at [58] to [59], and was subsequently endorsed again by the CAB in *CU Water*, at [85].

¹¹⁸ NOI of Xing (HNFT) dated 26 March 2024, response to Q3.

¹¹⁹ NOI of Wang (TB) dated 16 November 2023, responses to Q6 to Q8.

¹²⁰ *Penalty Guidelines*, at paragraph 2.14.

Step in Penalty Guidelines	HNFT	TB	CCCS's Considerations
			infringement, by initiating the contact with Wang (TB) and TB in relation to the PA Tenders and preparing TB's bid documents and prices for TB. CCCS therefore considers it appropriate to increase the penalties by another [X] from Step 2 for HNFT. In total, CCCS increases the penalties by [X] from Step 2 for HNFT and [X] for TB.
Step 4: Adjustment for other factors	No change from Step 3 S\$[X]	No change from Step 3 S\$[X]	CCCS considers that the figures of <u>S\$[X]</u> for HNFT and <u>S\$[X]</u> for TB are sufficient to act as an effective deterrent to both Parties and to other undertakings which may consider engaging in similar conduct. In view of each Party's size and financial position, CCCS considers that there is no need for an adjustment of the penalties on the basis of proportionality. No adjustments were made to the financial penalty at this step.
Step 5: Adjustment to prevent maximum penalty being exceeded	S\$[X]	S\$[X]	- The applicable turnover for HNFT for the business year preceding the date of this PID (ie. the financial year ending 31 December 2023) is <u>S\$[X]</u>.¹²¹ Therefore, the statutory maximum penalty for HNFT is <u>S\$[X]</u>. The penalty at Step 4 (ie. <u>S\$[X]</u>) exceeds the statutory maximum penalty. - The applicable turnover for TB for the business year preceding the date of this PID (ie. the financial year ending 31 December 2023) is

¹²¹ Information provided by HNFT dated 17 September 2024 pursuant to the s 63 Notice issued by CCCS dated 10 September 2024, at page 5 of HNFT's AR for the financial year ending December 2023. This represents HNFT's audited turnover figures for the financial year ending 31 December 2023, which are the latest available figures as at the date of this ID.

Step in Penalty Guidelines	HNFT	TB	CCCS's Considerations
			<u>S\$[REDACTED]</u> . ¹²² Therefore, the statutory maximum penalty for TB is <u>S\$[REDACTED]</u> , which does not exceed the penalty at Step 4 of <u>S\$[REDACTED]</u> .
Step 6: Leniency (if applicable)	N/A	N/A	N/A – While HNFT initially made a leniency application on 16 November 2023, Xing (HNFT) withdrew the application on HNFT's behalf on 4 December 2023.¹²³
Total	S\$349,350	S\$4,295,059	

¹²² Information provided by TB dated 16 September 2024 pursuant to the s 63 Notice issued by CCCS dated 10 September 2024, response to Q1. This represents TB's audited turnover figures for the financial year ending 31 December 2023, which are the latest available figures as at the date of this ID.

¹²³ Email from Xing (HNFT) to CCCS dated 4 December 2023; see also NOI of Xing (HNFT) dated 26 March 2024, responses to Q62 and Q63.

B. Parties' representations on penalties

40. In their representations dated 25 November 2024, the Parties also made submissions in respect of the proposed financial penalties set out in the PID. This section sets out CCCS's responses to the Parties' submissions and the reasons why certain representations were accepted or rejected.

(1) HNFT's representations

41. HNFT made the following submissions on the proposed penalty in its representations and requested CCCS to either reduce its financial penalty or exempt HNFT from having to make payment of the same:¹²⁴

- a. HNFT and Xing (HNFT) faced financial difficulties arising from [X]. According to Xing (HNFT), HNFT had been facing financial problems since 2019, which prompted its decision to exit the Singapore market. To make payments due to its staff, subcontractors and suppliers, HNFT and Xing (HNFT) had to raise funds from various sources and is continuing to try to raise more funds.
- b. HNFT had "*contributed to Singapore*" by [X] mentioned above, despite the increase in construction costs after the COVID-19 pandemic.
- c. Xing's (HNFT) unspecified "*physical condition*" and financial situation prevented him from engaging counsel to challenge CCCS's decision, and he wished for the matter to be "*closed early*".

42. CCCS has carefully considered the above representations and takes the view that these assertions, even if true, do not warrant a discount in the penalty imposed on HNFT:

- a. Even if such financial difficulties exist, it is trite that the mere finding of an adverse financial situation or that an undertaking is loss making should not be considered in determining the appropriate penalty, as doing so would have the effect of affording an unfair competitive advantage to undertakings least well adapted to market conditions.¹²⁵ In any event, HNFT and Xing (HNFT) have not provided any evidence in support of the contention concerning HNFT's financial situation since 2019 or the loans that HNFT and Xing (HNFT) allegedly had to take to raise funds for HNFT.
- b. HNFT's claim that it had "*contributed to Singapore*" is an irrelevant consideration in the context of quantification of financial penalties.

¹²⁴ Written Representations from HNFT dated 25 November 2024, page 8.

¹²⁵ *Express Bus Operators*, at [499], citing Joined Cases T-236/01 etc. *Tokai Carbon Co. Ltd & Ors v. Commission* [2004] ECR II-1181 at [370]; CCS 500/002/09 Price Fixing in Modelling Services, at [292] to [293], and Case T-54/14 *Goldfish BV etc. v Commission* EU:T:2016:255, at [135] to [136].

- c. As regards Xing's (HNFT) unspecified physical condition and personal financial circumstances, for which no supporting evidence has been provided to CCCS, CCCS highlights that these are irrelevant to the penalties imposed on HNFT as an *undertaking*, given that CCCS is not imposing any penalties on Xing (HNFT) in his *personal capacity*.

(2) *TB's representations*

43. TB made the following submissions on the proposed penalty in its representations:

- a. On the "relevant turnover" used at Step 1, TB submitted that CCCS should only consider turnover attributable to tenders that it had been *successfully awarded*, as TB's turnover was unaffected by the infringements in question, and CCCS did not specify the losses that PA suffered because of the infringements.¹²⁶
- b. Limiting the base penalty to a percentage of the turnover affected by the infringement would be consistent with what is purportedly the practice in other jurisdictions, such as the European Union ("EU") and the United States.¹²⁷
- c. CCCS's interpretation of the *Penalty Guidelines*, namely, that relevant turnover includes all of TB's turnover derived from the market for building construction services in Singapore in the financial year ending 31 December 2021, would render the words "affected by the infringement" meaningless, as the relevant product and geographic markets are always defined with reference to the infringement at hand.¹²⁸
- d. Alternatively, the relevant market should only include public sector construction tenders as such tenders are subject to Government procurement policies and procedures (eg. BCA grading) and are posted on GeBIZ, and the "relevant turnover" should thus only include revenue from the supply of building construction services to the Government.¹²⁹
- e. On the starting percentage, TB submitted that a figure of [~~3~~] should be applied at Step 1, as the present case only involved "simple" cover pricing, citing the case of *Kier Group Plc and others v Office of Fair Trading*¹³⁰ ("**Kier**").¹³¹ TB also referenced *CU Water* for the proposition that "simple" cover pricing is distinct from bid-rigging, and claimed that "[a] starting base penalty rate of [~~3~~] falls on

¹²⁶ Written Representations from TB dated 25 November 2024, paragraphs 50 to 54.

¹²⁷ Written Representations from TB dated 25 November 2024, paragraphs 55 to 59.

¹²⁸ Written Representations from TB dated 25 November 2024, paragraph 60.

¹²⁹ Written Representations from TB dated 25 November 2024, paragraphs 62 to 64.

¹³⁰ [2011] CAT 3.

¹³¹ Written Representations from TB dated 25 November 2024, paragraphs 65 to 71.

the highest end of the maximum penalty rate of 10%...” and that there is no evidence that the price paid in any of the PA Tenders would have been different but for the Parties’ bid-rigging.¹³²

- f. Finally, TB submitted that it did not benefit or profit from the cover bidding arrangement with HNFT, and that it “*had its reputation unjustly sullied*” because of Xing’s (HNFT) duplicitous conduct.¹³³ As such, TB submitted that a nominal penalty of \$10,000 should be imposed as TB was the victim of deception by Xing (HNFT).¹³⁴
44. CCCS has considered TB’s representations on penalties and rejects the same. Therefore, CCCS has not applied any further adjustments to the penalty imposed on TB. CCCS’s reasons are detailed below:
- a. On the appropriate “relevant turnover” figure, TB’s submission that CCCS should only consider turnover attributable to tenders that TB was successfully awarded is misconceived. In this regard, CCCS highlights that in *CU Water*, the CAB clearly and unambiguously held that in bid-rigging cases: “*There is no logical reason to make a distinction between tenders awarded and those not awarded as both were affected by the bid-rigging behaviour. Hence, the fact that... CU Water was not awarded a tender for which it had requested and received support quotes from the other Undertakings does not mean that its conduct had no effect on the process of competition*”.¹³⁵ Further, the approach of computing relevant turnover based on all of the undertaking’s turnover in the relevant product and geographic markets affected by the infringement¹³⁶ (ie. the market for building construction services in Singapore) has been consistently followed by CCCS, most recently in *Interior Fit-out*, which applied the approach in the CAB decisions in *IPP Financial Advisers Pte. Ltd.* [2017] SGCAB 1 and *Transtar Travel & Anor v. CCS, Appeal No. 3 of 2009*, and EU and UK case law.¹³⁷ Apart from being inconsistent with established case law, TB’s submission would also lead to the untenable outcome of exempting all cartel members which submitted non-winning support bids from financial penalties, even though they would have been equally culpable in affecting the entire process of competition for the procurement exercise in question. In *CU Water*, the CAB endorsed CCCS’s submission that the twin objectives of financial penalties in competition cases are to reflect the seriousness of the infringement and to ensure

¹³² Written Representations from TB dated 25 November 2024, paragraphs 68 and 70.

¹³³ Written Representations from TB dated 25 November 2024, paragraph 72.

¹³⁴ Written Representations from TB dated 25 November 2024, paragraph 72.

¹³⁵ *CU Water*, at [64].

¹³⁶ *Penalty Guidelines*, at paragraph 2.5. In this regard, CCCS notes that the relevant turnover in this case encompasses the whole of each Party’s turnover since all their turnover is derived from the provision of building construction services in Singapore; if the Parties also derived turnover from the provision of products in other product markets or in other geographic markets, which is not the case here, such turnover would not form part of the relevant turnover for the purpose of penalty calculations.

¹³⁷ *Interior Fit-out*, at [285] to [287].

that the threat of penalties will deter both the infringing undertakings and other undertakings from engaging in anti-competitive practices.¹³⁸ Should TB's position be adopted, a party to a bid-rigging arrangement that provided the cover bid, and was therefore complicit in the anti-competitive conduct, would not face any penalties unless it was itself awarded any of the affected tenders, which would run contrary to the objectives of the competition penalty regime.

- b. As regards TB's submission that the relevant market should only include public sector construction tenders, the CAB has held in *Pang's Motor Trading* that a comprehensive market definition is not required in object infringement cases.¹³⁹ CCCS also notes the UK Court of Appeal's ("UKCA") guidance in *Argos Ltd and another v Office of Fair Trading and JJB Sports v Office of Fair Trading* ("*Argos/JJB*"),¹⁴⁰ where it was held that "*the market which is taken for calculation of the turnover relevant for Step 1 on a penalty assessment may properly be assessed on a **broad view of the particular trade which has been affected by the proved infringement**, rather than by a relatively exact application of principles that would be relevant for a formal analysis, such as substitutability or, on the other hand, by limiting the turnover in question to sales of the very products or services which were the direct subject of the ... anti-competitive practice [emphasis added]*". The UKCA also noted that the Office of Fair Trading could properly take into account any products that reflect commercial reality and were "*affected by*" the infringement.¹⁴¹ TB's attempt at distinguishing public sector construction tenders from private sector construction tenders on account of the former having certain peculiar features (ie. that they are subject to Government procurement policies and procedures, and are published on GeBIZ) is untenable. The infringing conduct in the present case (ie. bid-rigging) affects the particular trade including all construction tenders, whether public or private. Ultimately, the "particular trade" in question is that of the supply of building construction services, which undertakings like the Parties compete to provide to both public and private sector customers.
- c. On the starting percentage and the applicability of *Kier*, CCCS is of the view that TB has misunderstood both *Kier* itself and the statutory maximum framework in the *Penalty Guidelines*. On the former, *Kier* does not apply to the present case as the Parties' conduct does not fall within the definition of "simple" cover pricing as defined in that case. The UK CAT found that "simple" cover pricing occurred in *Kier* as the cover bidder in *Kier* had no desire to compete but did not want to indicate its lack of interest to the client for fear of being excluded from tender invitations in future. At the request of another bidder who wished to win the tender, the cover bidder had then provided a cover price which, in its view, would not result

¹³⁸ *CU Water*, at [79].

¹³⁹ *Pang's Motor Trading*, at [29] to [30].

¹⁴⁰ [2006] EWCA Civ 1318, at [173].

¹⁴¹ *Argos/JJB*, at [171].

in it winning the contract.¹⁴² Further, in reaching its conclusion that a starting point of 3.5% was warranted, the UK CAT in *Kier* had taken into account the mitigating effect of the general uncertainty and ambivalence as to the legitimacy of the practice of cover pricing in the relevant industry¹⁴³, as perpetuated through training materials widely used in the training of industry participants.¹⁴⁴ Notably, the UK CAT emphasised that if the cover pricing were to occur at a time when that mitigation was clearly no longer applicable, a higher starting percentage might well be appropriate.¹⁴⁵ This is distinct from the present case, where there is no evidence of HNFT submitting bids for the PA Tenders for the purpose of not indicating a lack of interest to PA.¹⁴⁶ There is also no evidence of a widespread perception that if a company did not participate in a tender process when invited to do so, it ran the risk of exclusion from future invitation to tenders, or that this risk had indeed materialised. There is also no evidence from the Parties of any uncertainty or ambivalence regarding the legitimacy of cover pricing at the time when the Conduct took place. As for TB’s claim that “[a] starting base penalty rate of [X] falls on the highest end of the maximum penalty rate of 10%”, CCCS rejects this categorically as it inaccurately conflates the 10% figure at Step 5 of the penalty calculation, which is a percentage of the “applicable turnover”, with CCCS’s discretion to impose a base penalty as a percentage of the “relevant turnover” at Step 1, with the base penalty percentage not being subject to any percentage cap.¹⁴⁷

- d. CCCS also rejects TB’s submission concerning the alleged lack of any evidence of actual losses suffered by PA. As the CAB highlighted in *CU Water*, there is no need for CCCS to determine the actual effects of an infringement when assessing penalties in object infringement cases.¹⁴⁸ In its decision, the CAB highlighted that once an undertaking engages in a bid-rigging agreement and/or a concerted practice, the anti-competitive harm would have included giving customers a false sense of competition in the procurement process and reducing the number of competitive bids submitted to the customer, among other things, even if the undertaking was not successful in a tender.¹⁴⁹
- e. CCCS rejects TB’s submission concerning the purported lack of any benefit or profit to TB, or that only a nominal penalty of \$10,000 should be imposed. The lack of any benefit or profit is not a relevant consideration as the harm which CCCS’s financial penalty seeks to address is that which was caused to the process of competition, as highlighted above. Further, the imposition of a penalty of \$10,000 would run completely contrary to the six-step approach in the *Penalty*

¹⁴² *CU Water*, at [37].

¹⁴³ *Kier* at [115].

¹⁴⁴ *Kier* at [104].

¹⁴⁵ *Kier* at [115].

¹⁴⁶ See *Interior Fit-out*, at [271].

¹⁴⁷ *Penalty Guidelines*, at paragraphs 2.8 and 2.19; see also *CU Water*, at [117].

¹⁴⁸ *CU Water*, at [53].

¹⁴⁹ *CU Water*, at [56].

Guidelines and would not accord with the twin objectives of reflecting the seriousness of the infringement and deterrence.¹⁵⁰

- f. Finally, CCCS rejects the characterisation of TB as having been the “victim” of Xing’s (HNFT) allegedly “*duplicitous conduct*”. For the reasons detailed at paragraphs 22 to 27 and 30 to 31 above, it is clear that Wang (TB) was a knowing and active participant in the bid-rigging arrangement with HNFT and was not an unsuspecting victim of fraud.

C. Conclusion on penalties

45. In conclusion, pursuant to s 69(2)(e) of the Act, CCCS imposes the following financial penalties on the Parties for their involvement in the Conduct:

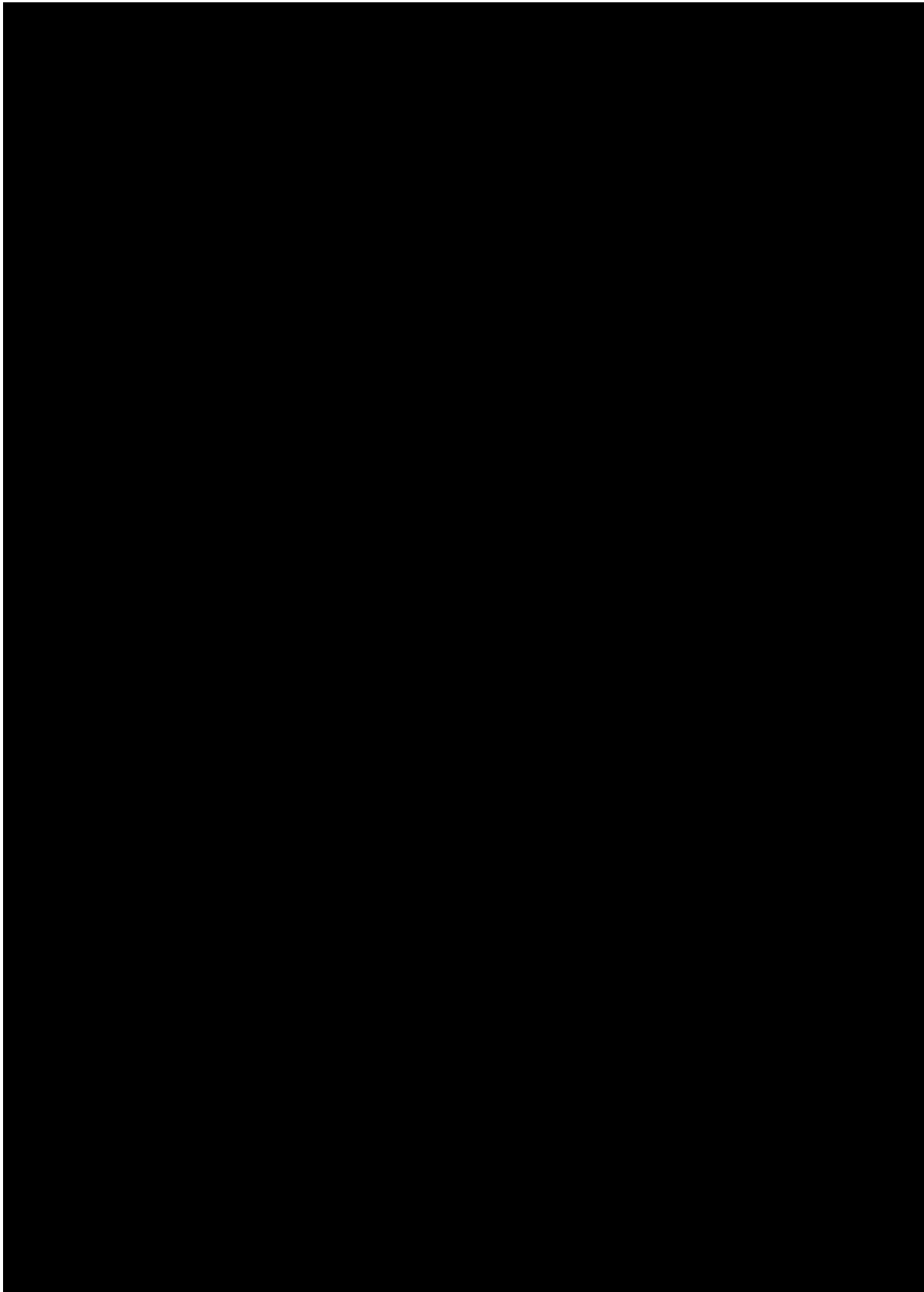
Party	Financial Penalty
HNFT	S\$349,350
TB	S\$4,295,059
Total	<u>S\$4,644,409</u>

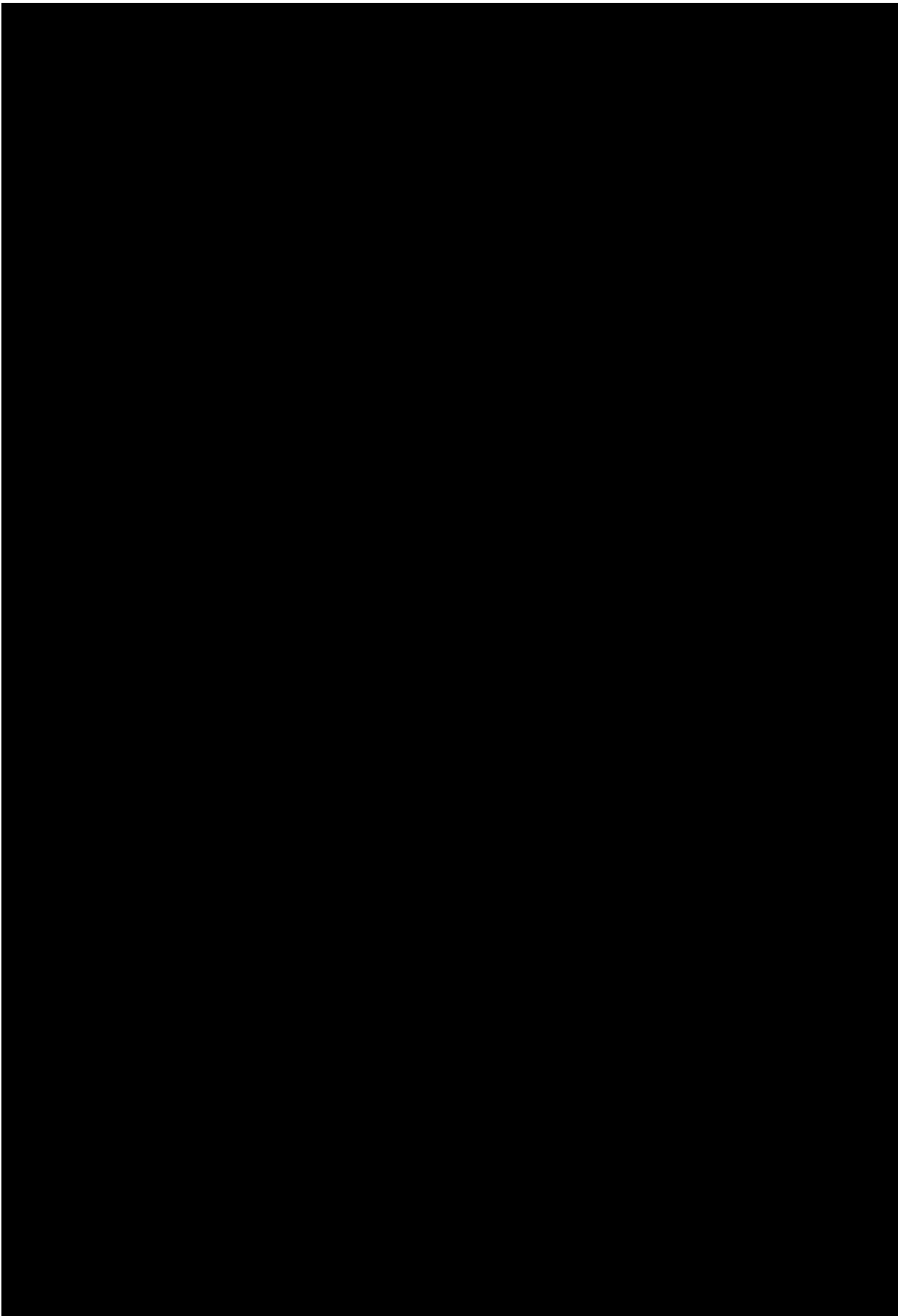
Alvin Koh
Chief Executive
Competition and Consumer Commission of Singapore

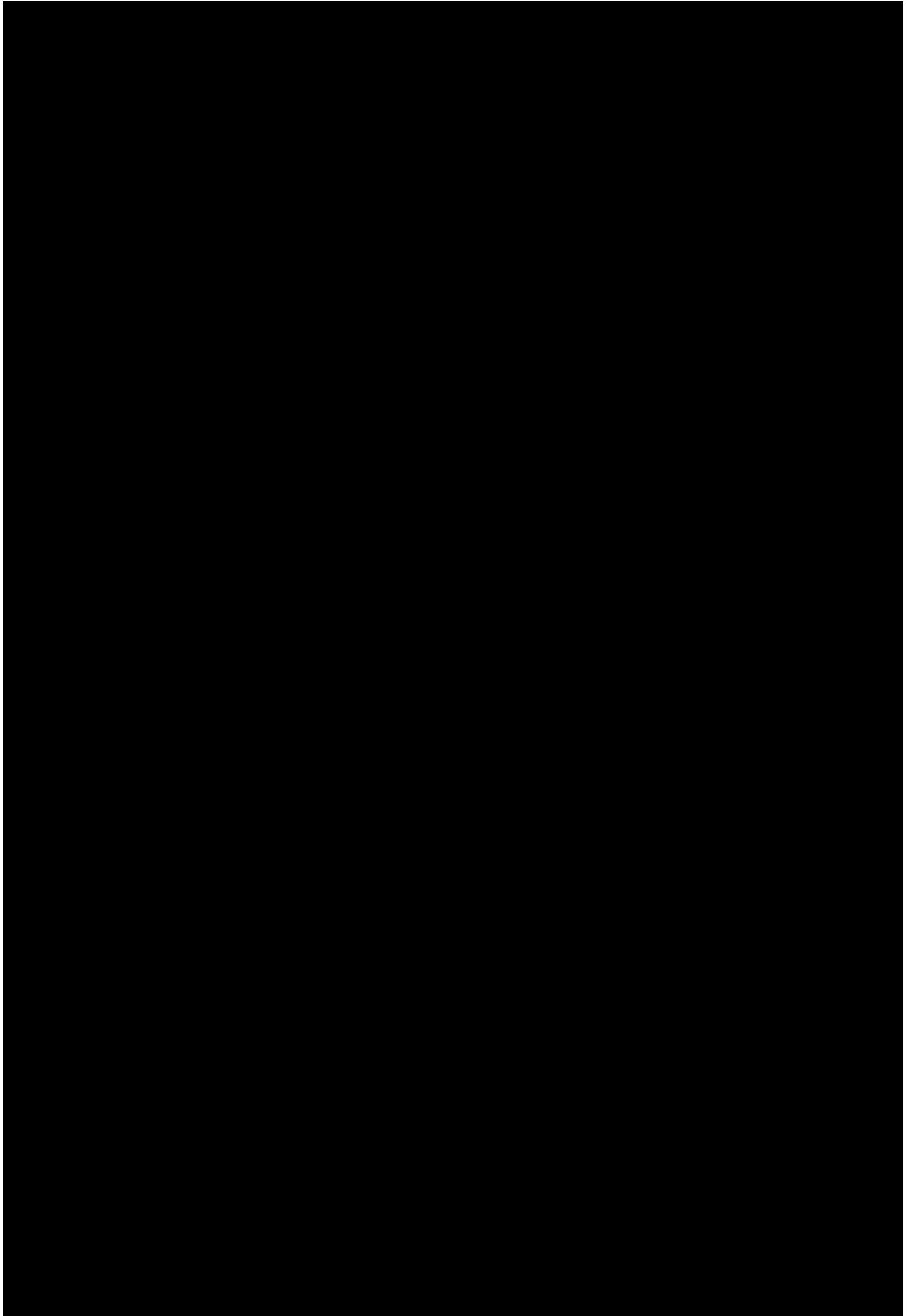
¹⁵⁰ *Penalty Guidelines*, at paragraph 2.1.

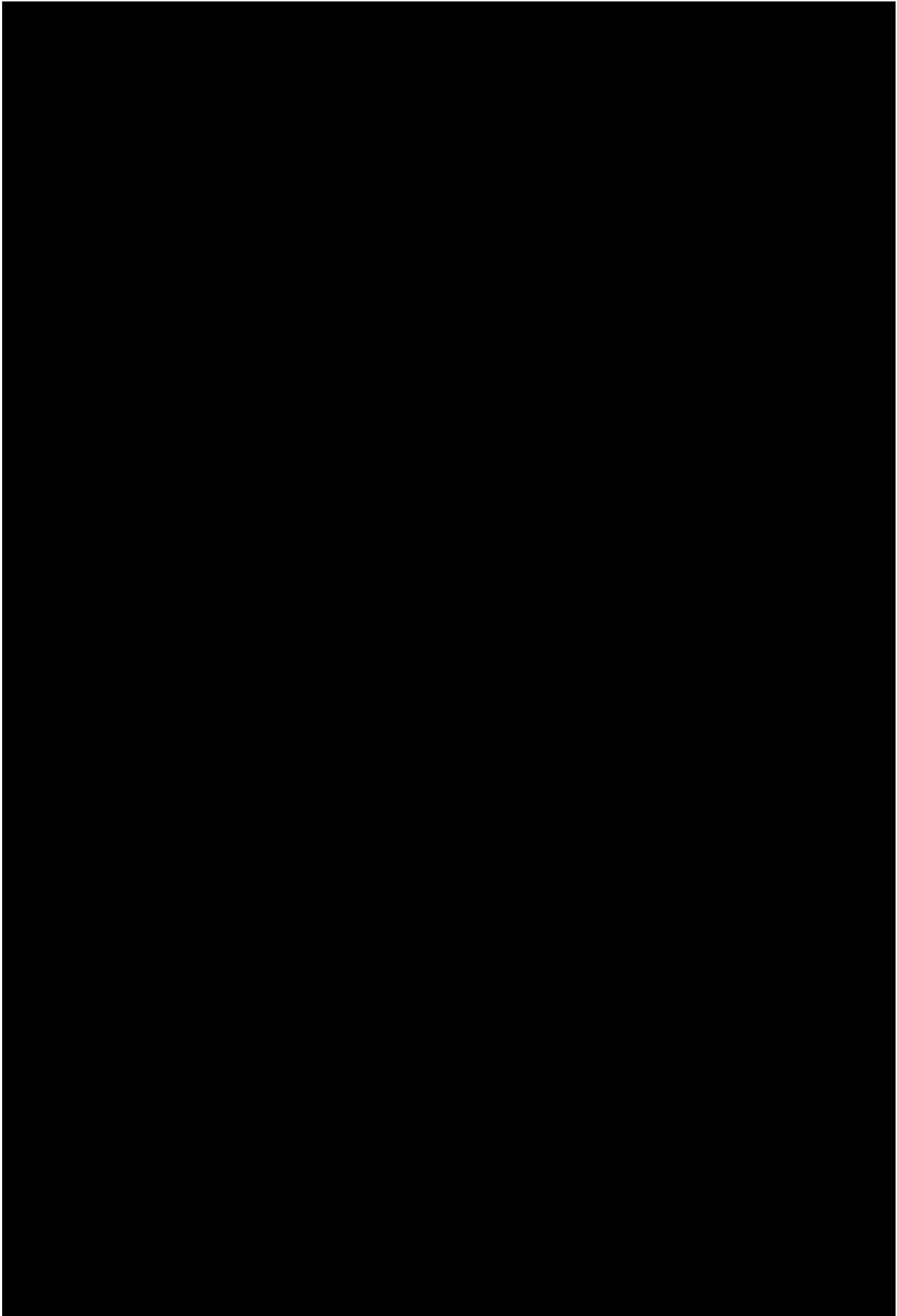
Annex A

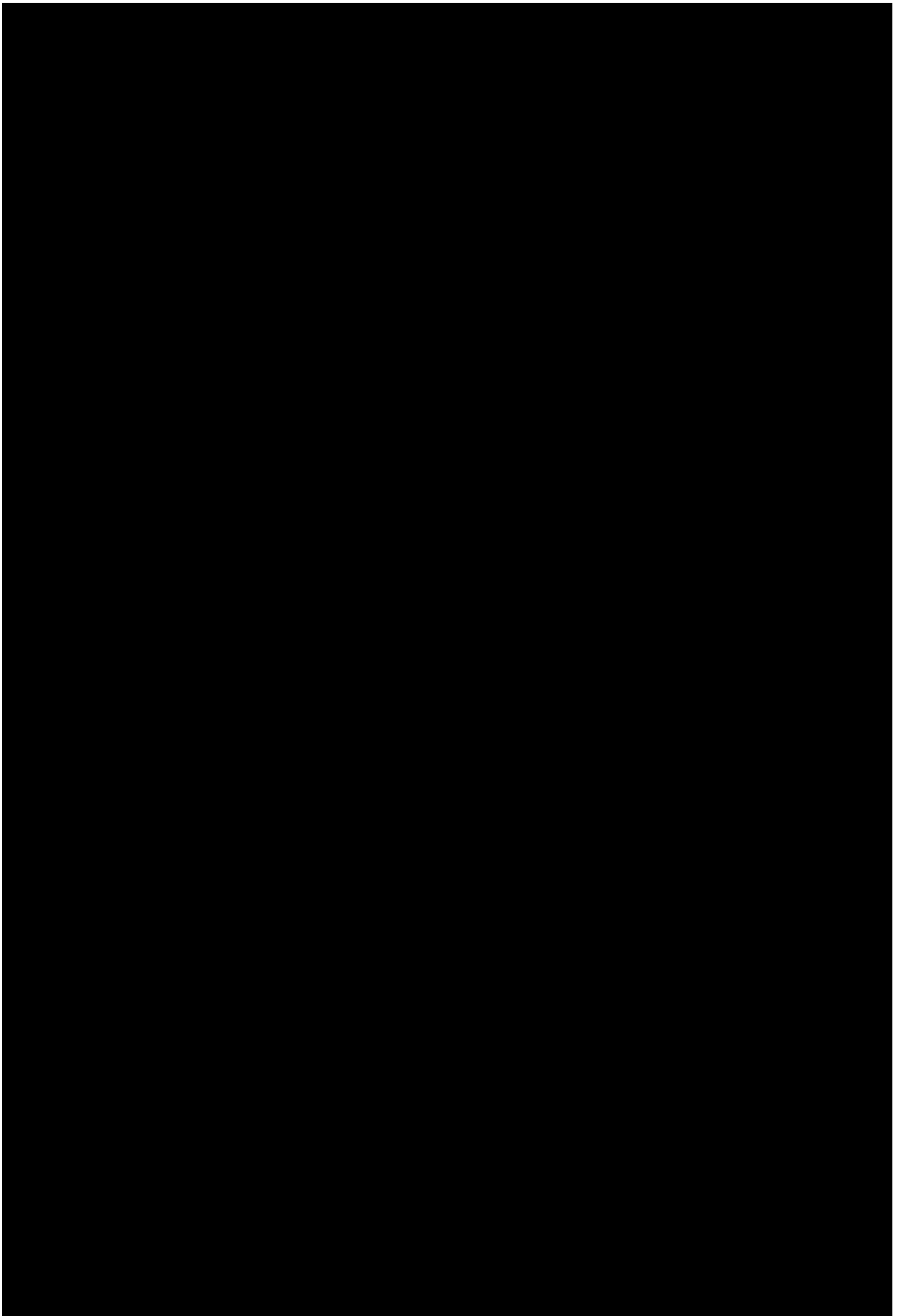
WhatsApp chat between Xing (HNFT) and Wang (TB) [*emphasis in yellow highlight*]

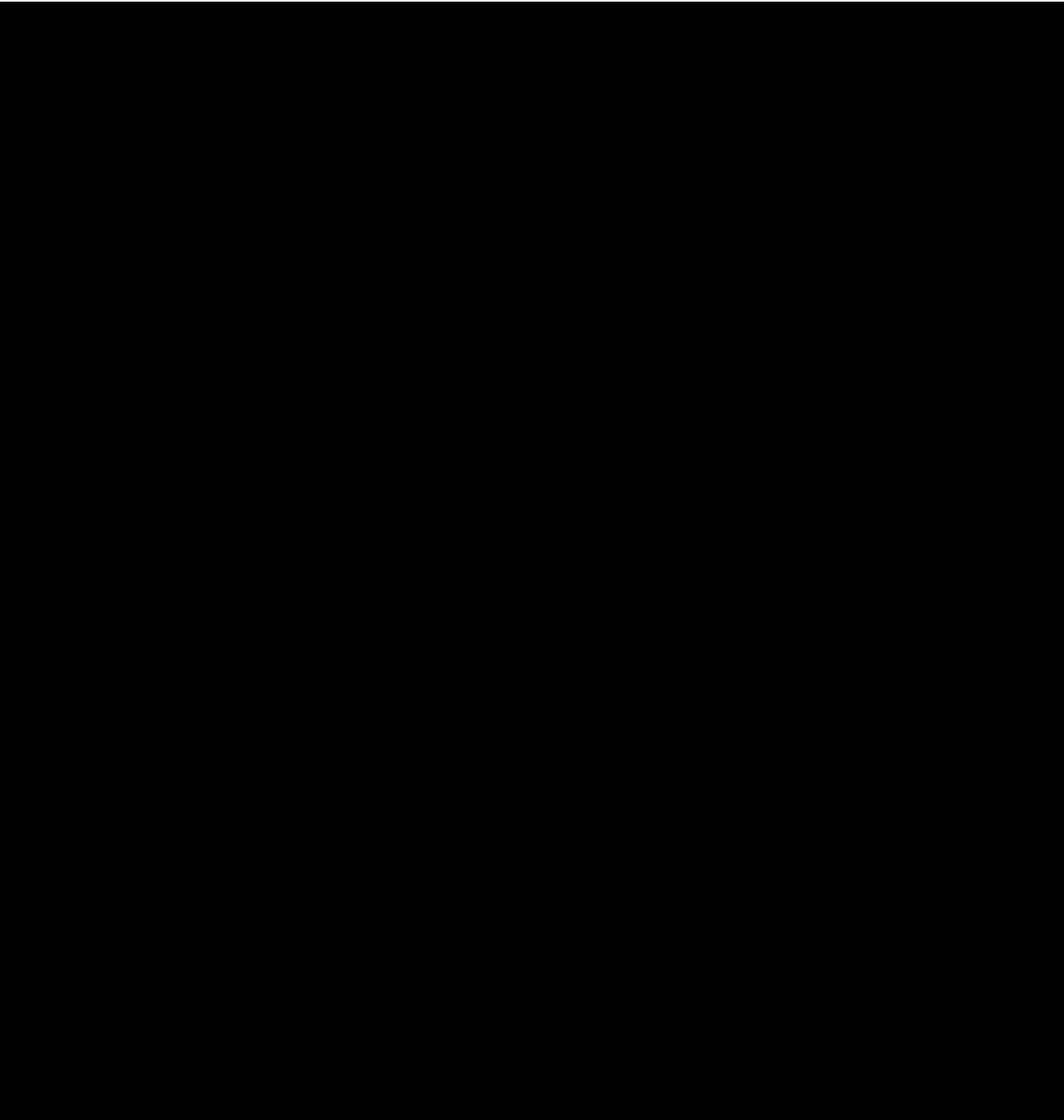












[18/8/22, 12:02:05] Xing Hongyun: PAS000ETT22000169.pdf • 3 pages <attached: 00000245-PAS000ETT22000169.pdf>

[18/8/22, 12:02:54] Xing Hongyun: MPA000ETT22000027.pdf • 4 pages <attached: 00000246-MPA000ETT22000027.pdf>

[18/8/22, 12:06:13] Xing Hongyun: I want to tender BB CC, can I tender it under your company?

[18/8/22, 12:10:20] Wang Jian Jun: Can

[18/8/22, 12:11:26] Xing Hongyun: Thanks🙏

[19/8/22, 17:03:59] Wang Jian Jun: <attached: 00000250-PHOTO-2022-08-19-17-03-59.jpg>



[19/8/22, 17:04:07] Wang Jian Jun: I will go to attend

[19/8/22, 17:05:41] Xing Hongyun: Yes, must. I will ask my PM, QS and me attend the briefing

[19/8/22, 17:05:54] Wang Jian Jun: U register urself

[19/8/22, 17:06:02] Wang Jian Jun: Then we meet there

[19/8/22, 17:07:27] Xing Hongyun: Yes, register HNFT for attendance , but will not submit

[19/8/22, 17:09:27] Wang Jian Jun: U register for briefing first

[19/8/22, 17:09:45] Xing Hongyun: Yes

[22/8/22, 15:21:52] Xing Hongyun: <attached: 00000258-PHOTO-2022-08-22-15-21-51.jpg>

[22/8/22, 15:25:57] Xing Hongyun: We did it last Friday

[22/8/22, 15:59:43] Wang Jian Jun: We did too

[23/8/22, 09:10:55] Xing Hongyun: <attached: 00000261-PHOTO-2022-08-23-09-10-55.jpg>

[23/8/22, 09:12:13] Wang Jian Jun: They are good on cc

[24/8/22, 09:32:46] Wang Jian Jun: I am at behind coffee shop

[24/8/22, 09:51:57] Xing Hongyun: I coming

[5/9/22, 13:25:11] Xing Hongyun: PAS000ETT22000181.pdf • 4 pages <attached: 00000265-PAS000ETT22000181.pdf>

[5/9/22, 13:26:21] Xing Hongyun: Mr Wang, Tomorrow 10:00 site briefing, continue to tender it?

[5/9/22, 13:27:18] Wang Jian Jun: yes

[5/9/22, 13:27:41] Xing Hongyun: Ok tomorrow see you there

[5/9/22, 13:28:28] Wang Jian Jun: need register ?

[5/9/22, 13:31:28] Xing Hongyun: Yes, before 4:00pm today. You ask somebody register it please.

[6/9/22, 09:45:43] Xing Hongyun: 我到了

[8/9/22, 12:46:11] Wang Jian Jun: PAS000ETT22000182.pdf • 3 pages <attached: 00000272-PAS000ETT22000182.pdf>

[8/9/22, 12:46:15] Wang Jian Jun: U go ?

[8/9/22, 12:59:01] Xing Hongyun: We registered already my contracts manager and QS will attend it.

[8/9/22, 13:10:58] Xing Hongyun: <attached: 00000275-PHOTO-2022-09-08-13-10-57.jpg>

[10/9/22, 11:43:59] Xing Hongyun: BBCC Tender closing on 27 Sep 2022, extended 14 days

[10/9/22, 11:49:43] Wang Jian Jun: Good

[10/9/22, 11:57:39] Xing Hongyun: 😊, z中秋快乐 !

[10/9/22, 12:02:16] Wang Jian Jun: 中秋快乐 !

[15/9/22, 16:34:54] Xing Hongyun: PAS000ETT22000188.pdf • 3 pages <attached: 00000280-PAS000ETT22000188.pdf>

[15/9/22, 16:35:53] Xing Hongyun: [REDACTED]

[15/9/22, 16:36:30] Wang Jian Jun: So many cc

[15/9/22, 16:36:44] Wang Jian Jun: U wan go all ?

[15/9/22, 16:36:50] Wang Jian Jun: 4 now

[15/9/22, 16:36:51] Xing Hongyun: Yes

[15/9/22, 16:37:22] Wang Jian Jun: Ok 🙏

[15/9/22, 16:45:34] Xing Hongyun: PA crazy 🤪

[15/9/22, 16:45:55] Wang Jian Jun: Yes

[20/9/22, 10:49:54] Xing Hongyun: Today 2:00pm, my contracts manager, QS and ME engineer will attend the briefing

[20/9/22, 10:52:03] Wang Jian Jun: I am going to [REDACTED]

[20/9/22, 10:52:32] Xing Hongyun: 🙏 [REDACTED]

[20/9/22, 14:49:31] Wang Jian Jun: Most on finishing works
 [20/9/22, 14:49:37] Wang Jian Jun: Structure all steel
 [20/9/22, 14:50:57] Xing Hongyun: Noted
 [22/9/22, 14:41:38] Xing Hongyun: <attached:
 00000295-PHOTO-2022-09-22-14-41-37.jpg>
 [22/9/22, 14:42:10] Wang Jian Jun: U have ?
 [22/9/22, 14:42:12] Xing Hongyun: Your PM shall comply this requirement
 [22/9/22, 14:42:24] Wang Jian Jun: Yes
 [22/9/22, 14:42:39] Xing Hongyun: I have
 [22/9/22, 14:43:50] Wang Jian Jun: need my pm Cv ?
 [22/9/22, 14:46:45] Xing Hongyun: I think you need ask your Contract admin
 prepare the CV and Org-Chart for Trustbuild
 [22/9/22, 14:48:35] Xing Hongyun: <attached:
 00000302-PHOTO-2022-09-22-14-48-34.jpg>
 [22/9/22, 14:48:51] Wang Jian Jun: All personal use mine ?
 [22/9/22, 14:48:55] Wang Jian Jun: Or cna mix ?
 [22/9/22, 14:50:04] Xing Hongyun: All personal use yours, in tender stage. After
 awarding, will adjust it
 [22/9/22, 14:50:18] Wang Jian Jun: I check with my pm
 [22/9/22, 14:51:21] Xing Hongyun: I checked, majorly is PM must comply
 [22/9/22, 14:53:14] Wang Jian Jun: Ok
 [23/9/22, 11:19:29] Xing Hongyun: 你打回给我
 [23/9/22, 11:20:19] Wang Jian Jun: Later
 [24/9/22, 15:42:11] Xing Hongyun: <attached:
 00000311-PHOTO-2022-09-24-15-42-10.jpg>
 [24/9/22, 15:43:13] Xing Hongyun: 奇怪了:
 Corrigendum No. 6 still not available. I will check again later.
 [24/9/22, 15:45:52] Wang Jian Jun: Okok
 [24/9/22, 15:45:56] Wang Jian Jun: Good
 [27/9/22, 15:34:34] Wang Jian Jun: Tmr can clear the costing ?
 [27/9/22, 15:35:33] Xing Hongyun: Think ok
 [27/9/22, 15:36:02] Wang Jian Jun: Ok
 [28/9/22, 12:52:01] Wang Jian Jun: 今天会好吗 ?
 [28/9/22, 13:00:47] Xing Hongyun: 今天结果会出来, 到时我联系你
 [28/9/22, 13:00:58] Wang Jian Jun: OK
 [28/9/22, 13:01:39] Xing Hongyun: 明天我再把BQ 填好, 你们就直接用
 [28/9/22, 13:01:54] Wang Jian Jun: good
 [28/9/22, 18:57:56] Xing Hongyun: 4 2 9 Summary of Tender- gcs.xlsx • 2 sheets
 <attached: 00000323-4 2 9 Summary of Tender- gcs.xlsx>
 [28/9/22, 19:00:00] Xing Hongyun: ME Cost - BBCC - TB.pdf • 20 pages <attached:
 00000324-ME Cost - BBCC - TB.pdf>
 [28/9/22, 19:02:13] Xing Hongyun: Very high, over my expected. Any advice from
 you?
 [28/9/22, 20:55:54] Wang Jian Jun: A bit high . My estimated 16 plus
 [28/9/22, 20:56:09] Wang Jian Jun: Need to check the full BQ
 [28/9/22, 21:00:24] Xing Hongyun: I will check it again. Tomorrow morning I can
 give the BQ.
 [28/9/22, 21:14:32] Wang Jian Jun: Sure
 [28/9/22, 21:14:34] Wang Jian Jun: Thanks
 [29/9/22, 09:45:11] Xing Hongyun: 4 2 9 Summary of Tender- Xing .xlsx • 2 sheets
 <attached: 00000331-4 2 9 Summary of Tender- Xing .xlsx>
 [29/9/22, 09:47:11] Xing Hongyun: 我能17.6. 和你的16+差很多
 [29/9/22, 10:04:34] Wang Jian Jun: Then we go comfortable price bah
 [29/9/22, 10:05:25] Xing Hongyun: OK, try my best

[29/9/22, 11:40:04] Wang Jian Jun: What is the final price ?
 [29/9/22, 11:40:11] Wang Jian Jun: 17.68 mil or ?
 [29/9/22, 11:40:25] Wang Jian Jun: I need ask my qs to prepare
 [29/9/22, 11:49:08] Xing Hongyun: Today I will pass you all of documents, after it you can ask your QS prepare, tomorrow 4:00 closing and time enough
 [29/9/22, 11:49:56] Xing Hongyun: The final figures I need to adjust it, not 17.68
 [29/9/22, 11:59:54] Wang Jian Jun: Okok
 [29/9/22, 12:08:59] Wang Jian Jun: The technical submission , you have done ?
 [29/9/22, 12:09:32] Wang Jian Jun: This one done
 [29/9/22, 12:14:31] Xing Hongyun: We had done some, M&E part is on going
 [29/9/22, 12:17:30] Xing Hongyun: I will email part of technical proposal for your QS preparation
 [29/9/22, 13:48:51] Xing Hongyun: <attached: 00000345-PHOTO-2022-09-29-13-48-51.jpg>
 [29/9/22, 14:06:57] Wang Jian Jun: Ok
 [29/9/22, 14:06:59] Wang Jian Jun: I check
 [29/9/22, 18:11:35] Xing Hongyun: BQ, 我拿给你还是发邮件 ?
 [29/9/22, 18:17:35] Wang Jian Jun: 发给我吧
 [29/9/22, 18:18:11] Xing Hongyun: ☺
 [29/9/22, 18:23:40] Xing Hongyun: [REDACTED] ?
 [29/9/22, 18:24:07] Xing Hongyun: gmail
 [29/9/22, 18:37:33] Wang Jian Jun: Yes
 [29/9/22, 18:37:43] Wang Jian Jun: 8668
 [29/9/22, 18:38:39] Xing Hongyun: Yes, 8668
 [29/9/22, 18:40:10] Xing Hongyun: SOR, annual maintenance fees still in progress, tomorrow send to you
 [30/9/22, 10:29:49] Wang Jian Jun: All done ?
 [30/9/22, 10:47:29] Xing Hongyun: After a while
 [30/9/22, 11:07:27] Xing Hongyun: <attached: 00000359-PHOTO-2022-09-30-11-07-27.jpg>
 [30/9/22, 11:08:54] Wang Jian Jun: Okok
 [30/9/22, 11:09:07] Xing Hongyun: Only left supplementary SOR in progress
 [30/9/22, 11:18:06] Wang Jian Jun: Ok
 [30/9/22, 12:07:11] Xing Hongyun: <attached: 00000363-PHOTO-2022-09-30-12-07-11.jpg>
 [30/9/22, 12:07:23] Xing Hongyun: All sent to you
 [30/9/22, 12:09:02] Wang Jian Jun: Okok
 [30/9/22, 12:09:04] Wang Jian Jun: Thanks
 [30/9/22, 12:10:30] Xing Hongyun: Good luck
 [30/9/22, 14:37:42] Wang Jian Jun: PAS000ETT22000169 - Submission Acknowledgement.pdf • 4 pages <attached: 00000368-PAS000ETT22000169 - Submission Acknowledgement.pdf>
 [30/9/22, 14:43:34] Xing Hongyun: ☺
 [30/9/22, 19:11:01] Xing Hongyun: <attached: 00000370-PHOTO-2022-09-30-19-11-01.jpg>
 [30/9/22, 19:16:14] Wang Jian Jun: 14 k difference
 [30/9/22, 19:27:04] Xing Hongyun: <attached: 00000372-PHOTO-2022-09-30-19-27-03.jpg>
 [30/9/22, 19:27:14] Xing Hongyun: AGA
 [30/9/22, 19:27:51] Wang Jian Jun: I check Monday
 [30/9/22, 19:33:52] Xing Hongyun: <attached: 00000375-PHOTO-2022-09-30-19-33-52.jpg>
 [30/9/22, 19:34:42] Wang Jian Jun: All in one

[30/9/22, 19:34:57] Xing Hongyun: <attached: 00000377-PHOTO-2022-09-30-19-34-56.jpg>
[30/9/22, 19:36:47] Xing Hongyun: <attached: 00000378-PHOTO-2022-09-30-19-36-46.jpg>
[30/9/22, 19:37:27] Wang Jian Jun: More on civil
[30/9/22, 19:37:28] Xing Hongyun: <attached: 00000380-PHOTO-2022-09-30-19-37-28.jpg>
[30/9/22, 19:38:01] Xing Hongyun: 比你差远了 😊😊
[30/9/22, 19:39:54] Wang Jian Jun: Hope we can
[30/9/22, 19:40:46] Xing Hongyun: HNFT, 3rd. 保护你
[30/9/22, 19:41:16] Wang Jian Jun: 😊
[3/10/22, 13:22:27] Xing Hongyun: You deleted this message.
[3/10/22, 13:23:39] Xing Hongyun: We focus Cheng San CC, Eunos CC only, will not tender Zhenghua CC. For your attention
[3/10/22, 13:24:01] Wang Jian Jun: Ok
[5/10/22, 18:34:02] Xing Hongyun: Any news from AGA regarding BBCC
[5/10/22, 18:37:52] Wang Jian Jun: No yet
[5/10/22, 18:38:03] Wang Jian Jun: Will check next week

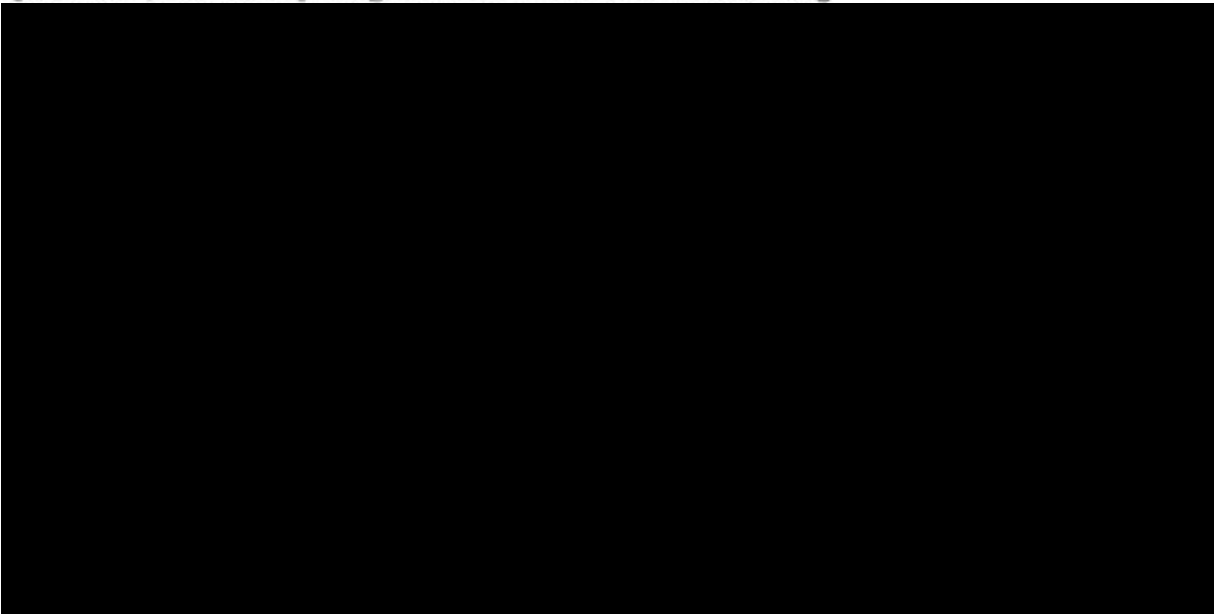
[6/10/22, 18:05:17] Xing Hongyun: 明天10:00am你有方便吗？我们去上次见面的咖啡店谈谈
[6/10/22, 18:09:59] Wang Jian Jun: 下个星期可以吗
[6/10/22, 18:10:39] Xing Hongyun: 好
[10/10/22, 09:17:42] Wang Jian Jun: Both Tmr closing
[10/10/22, 09:50:13] Xing Hongyun: Yes, will send Eunos CC first,
[10/10/22, 10:01:30] Xing Hongyun: <attached: 00000403-PHOTO-2022-10-10-10-01-29.jpg>
[10/10/22, 10:08:42] Xing Hongyun: Construction period 30 months, BBCC only 3+18 months
[10/10/22, 10:12:52] Xing Hongyun: Please confirm the final figure
[10/10/22, 10:31:56] Wang Jian Jun: I did not read the dwgs
[10/10/22, 10:32:01] Wang Jian Jun: No feeling this time
[10/10/22, 10:38:15] Xing Hongyun: 19.06 is comfortable, full bq you can quickly go through,
[10/10/22, 10:40:04] Wang Jian Jun: Ok
[11/10/22, 07:31:25] Wang Jian Jun: Morning.

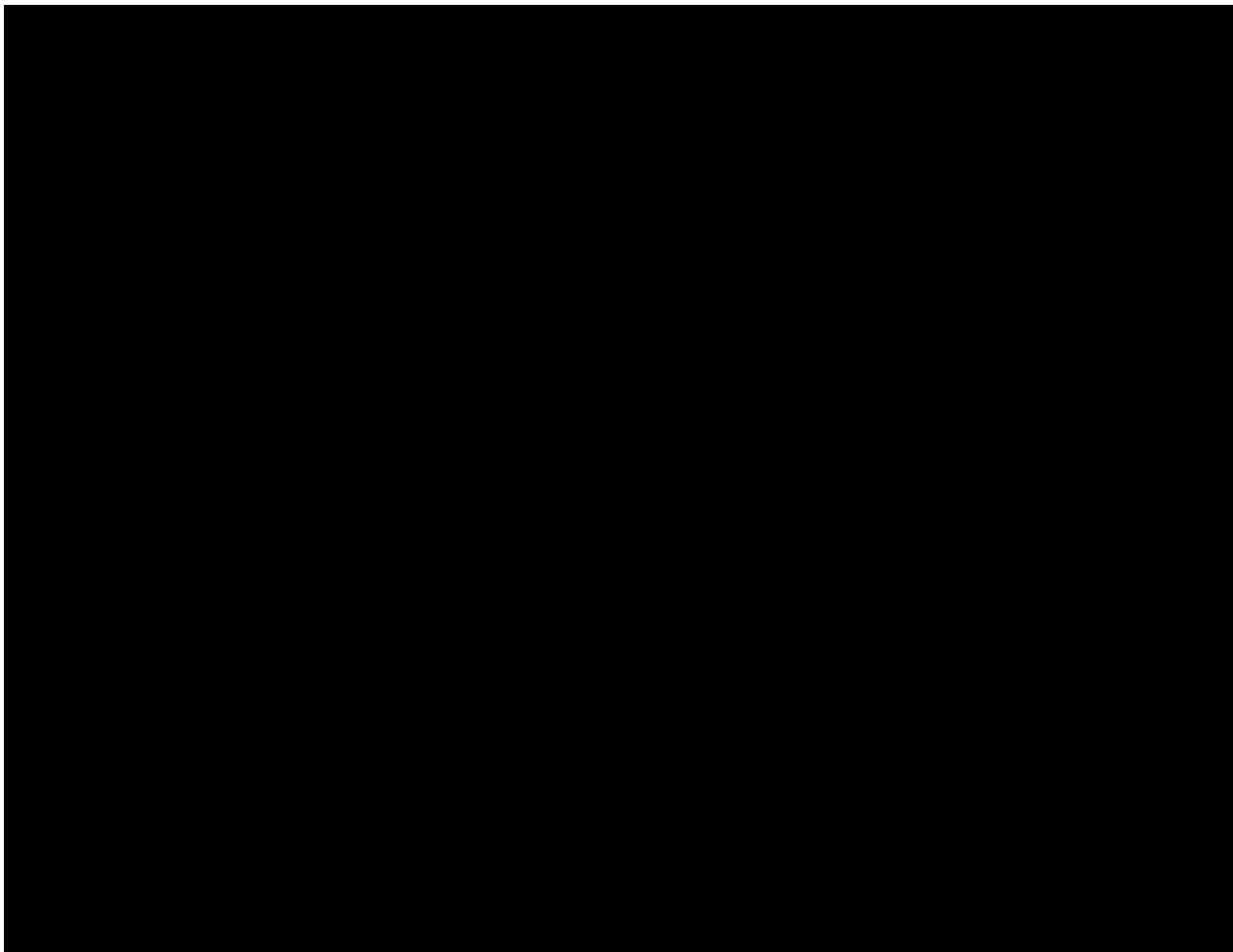
Received two email on the technician submission .

How about the BQ and others ?

[11/10/22, 08:35:59] Xing Hongyun: Will send you later. Yesterday worked too late 😊
[11/10/22, 09:09:05] Wang Jian Jun: Okok
[11/10/22, 10:04:33] Wang Jian Jun: 
[11/10/22, 10:07:57] Xing Hongyun: Ok
[11/10/22, 10:16:26] Xing Hongyun: CSCC bq sent to you
[11/10/22, 10:18:01] Xing Hongyun: The documents for 2 projects, I will send them separately, to avoid to mix up

[11/10/22, 11:13:13] Xing Hongyun: <attached: 00000417-PHOTO-2022-10-11-11-13-12.jpg>
[11/10/22, 13:06:01] Xing Hongyun: <attached: 00000418-PHOTO-2022-10-11-13-06-00.jpg>
[11/10/22, 13:09:11] Xing Hongyun: <attached: 00000419-PHOTO-2022-10-11-13-09-11.jpg>
[11/10/22, 13:44:02] Wang Jian Jun: 有一个BQ错了
[11/10/22, 13:44:10] Wang Jian Jun: email回给你了
[11/10/22, 14:37:15] Xing Hongyun: <attached: 00000422-PHOTO-2022-10-11-14-37-14.jpg>
[11/10/22, 14:42:06] Wang Jian Jun: Received
[11/10/22, 15:17:47] Wang Jian Jun: PAS000ETT22000181 Submission Acknowledgement.pdf • 3 pages <attached: 00000424-PAS000ETT22000181 Submission Acknowledgement.pdf>
[11/10/22, 15:17:47] Wang Jian Jun: PAS000ETT22000182 Submission Acknowledgement.pdf • 3 pages <attached: 00000425-PAS000ETT22000182 Submission Acknowledgement.pdf>
[11/10/22, 15:17:51] Wang Jian Jun: Submitted
[11/10/22, 15:18:54] Xing Hongyun: 🙏🙏🙏
[11/10/22, 15:19:19] Wang Jian Jun: 🙏🙏🙏
[11/10/22, 19:17:01] Xing Hongyun: <attached: 00000429-PHOTO-2022-10-11-19-17-01.jpg>
[11/10/22, 19:18:18] Xing Hongyun: <attached: 00000430-PHOTO-2022-10-11-19-18-18.jpg>
[11/10/22, 19:27:18] Wang Jian Jun: Seems a bit low ?
[11/10/22, 19:27:58] Xing Hongyun: No, today I increased 500k
[11/10/22, 19:28:08] Wang Jian Jun: Ok 🙏
[11/10/22, 19:28:14] Wang Jian Jun: If got 2 , how ?
[11/10/22, 19:30:49] Xing Hongyun: PA can award 3 projects, what do you worry? You and me have 2 companies, can do 2 projects same time
[11/10/22, 19:34:11] Wang Jian Jun: 😊
[11/10/22, 19:39:59] Xing Hongyun: Last night my CM, 2 QS and me worked till 11:30pm😊
[11/10/22, 19:40:33] Wang Jian Jun: Thanks 🙏
[11/10/22, 19:40:39] Wang Jian Jun: For the hardworking





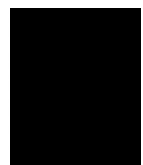
[23/11/22, 15:06:37] Wang Jian Jun: Csc , do you invite for interview ?
[23/11/22, 15:54:13] Xing Hongyun: No, till today.
[23/11/22, 16:13:03] Wang Jian Jun: This afternoon.
[23/11/22, 16:16:04] Wang Jian Jun: Contract: Proposed Additions and Alterations involving new erection of a 4 storey building at the existing Cheng San Community Club.

We would like to invite you for a virtual Tender Interview of the above-mentioned project at the following schedule:

Date: Nov 30, 2022

Time: 10:05 AM

[23/11/22, 16:44:24] Xing Hongyun: 😊 , so we shall prepare it well
[23/11/22, 16:45:28] Wang Jian Jun: If u did not receive . Then maybe check how to prepare
[23/11/22, 16:46:26] Xing Hongyun: My PM in charge of this tender will go back China this Saturday. If necessary we can have a meeting tomorrow
[23/11/22, 17:03:56] Wang Jian Jun: I ask my guy contact u
[23/11/22, 17:35:34] Xing Hongyun: Your Desmond just called me, my PM back China and take long leaves, tomorrow is his last work day, maybe can have a meeting tomorrow afternoon and I can ask him brief maste programme, utilities and others, IPM you appoint somebody, other people I can arrange, Contracts PM, M&E personal
[23/11/22, 17:36:16] Wang Jian Jun: Can
[23/11/22, 17:36:22] Wang Jian Jun: Tmr meet in afternoon
[23/11/22, 17:36:43] Xing Hongyun: Archi coordinator



[29/11/22, 16:54:32] Wang Jian Jun: The contract period wrong , should be 21 mths instead of 30 mths

[29/11/22, 16:55:18] Xing Hongyun: 📷

[29/11/22, 16:55:20] Wang Jian Jun: And program did not cater phase one work - temporary works

[29/11/22, 16:56:30] Wang Jian Jun: Need a new program to present

[29/11/22, 16:56:36] Xing Hongyun: Eunox CC without Temp office and 30 months period, shall be wrongly

[29/11/22, 16:57:41] Xing Hongyun: I ask Wang Kun check Li Qing's folder whether has it

[29/11/22, 17:02:04] Wang Jian Jun: We need to clear today

[29/11/22, 17:02:40] Wang Jian Jun: Do add on phase one schedule

[29/11/22, 17:03:04] Xing Hongyun: Sure

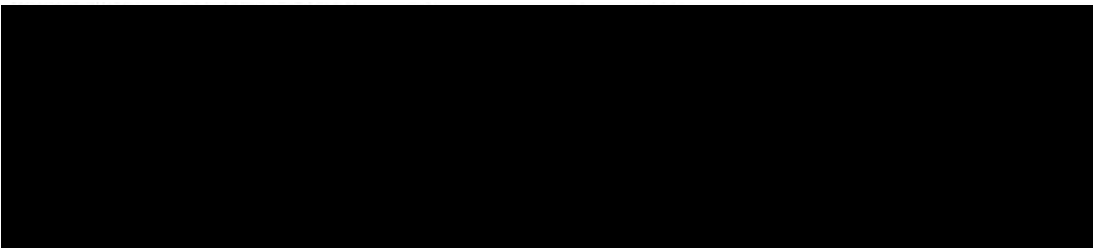
[29/11/22, 17:05:46] Wang Jian Jun: 3. Master Schedule.mpp <attached: 00000524-3. Master Schedule.mpp>

[29/11/22, 17:06:21] Wang Jian Jun: Pls follow this format to correct it

[29/11/22, 17:08:32] Wang Jian Jun: For Csc 1) phase 1 - 3 mths

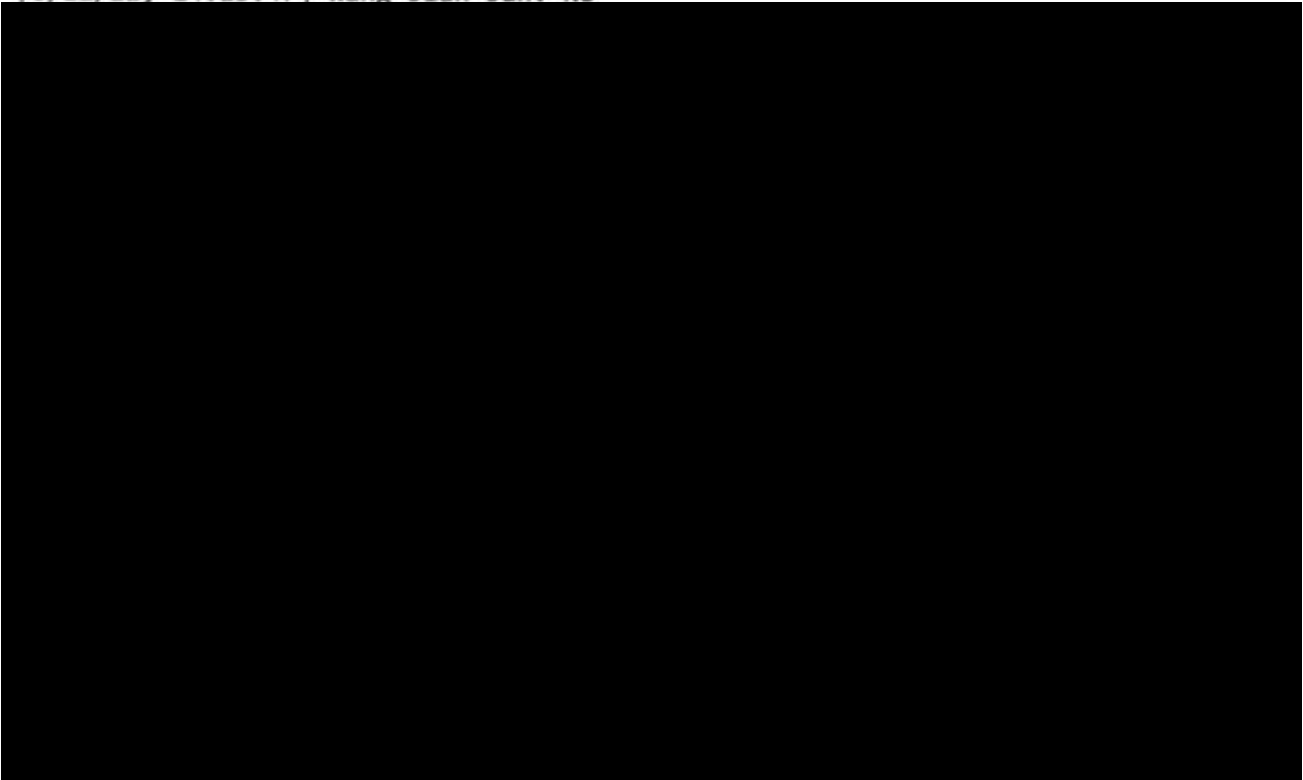
2) phase 2 - 21 mths , start together with phase 1 , for preparation of demolishing BCA submission and others paper works

3) phase 2 , need to highlight , demolition , piling., new build and a&a to MPH .



[6/12/22, 14:25:21] Xing Hongyun: Any updates for BBCC?

[6/12/22, 14:25:47] Wang Jian Jun: No



[13/12/22, 09:53:52] Xing Hongyun: Did you receive the validity period extension for Eunos CC?

[13/12/22, 09:58:23] Xing Hongyun: <attached:
00000561-PHOTO-2022-12-13-09-58-22.jpg>

[13/12/22, 10:51:51] Wang Jian Jun: Yes

[13/12/22, 10:54:54] Xing Hongyun: I will reply " I will do not agree", we give up☹

[13/12/22, 10:55:50] Wang Jian Jun: Haha

[28/12/22, 09:34:52] Xing Hongyun: CSCC, any news?

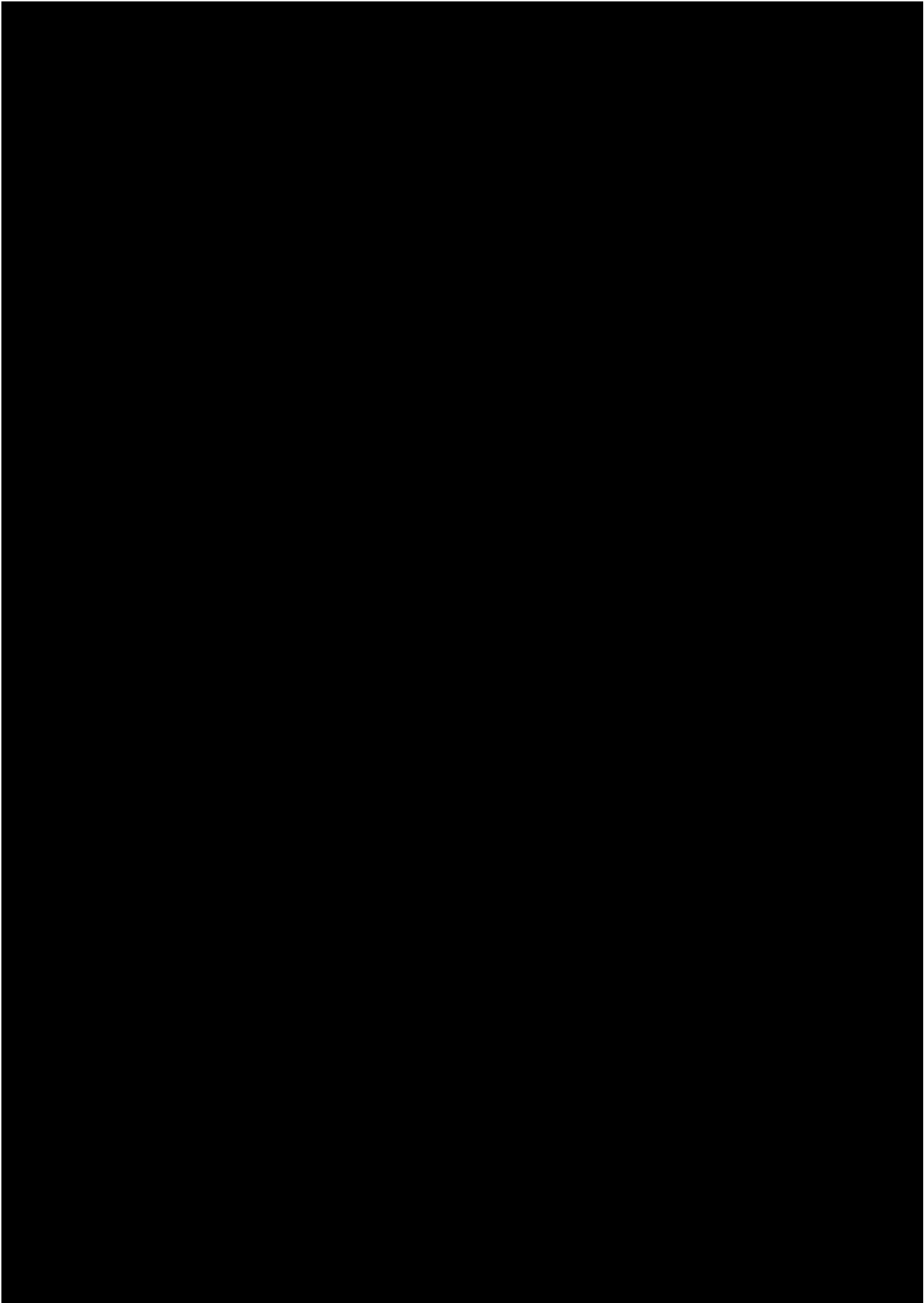
[28/12/22, 09:43:05] Wang Jian Jun: No

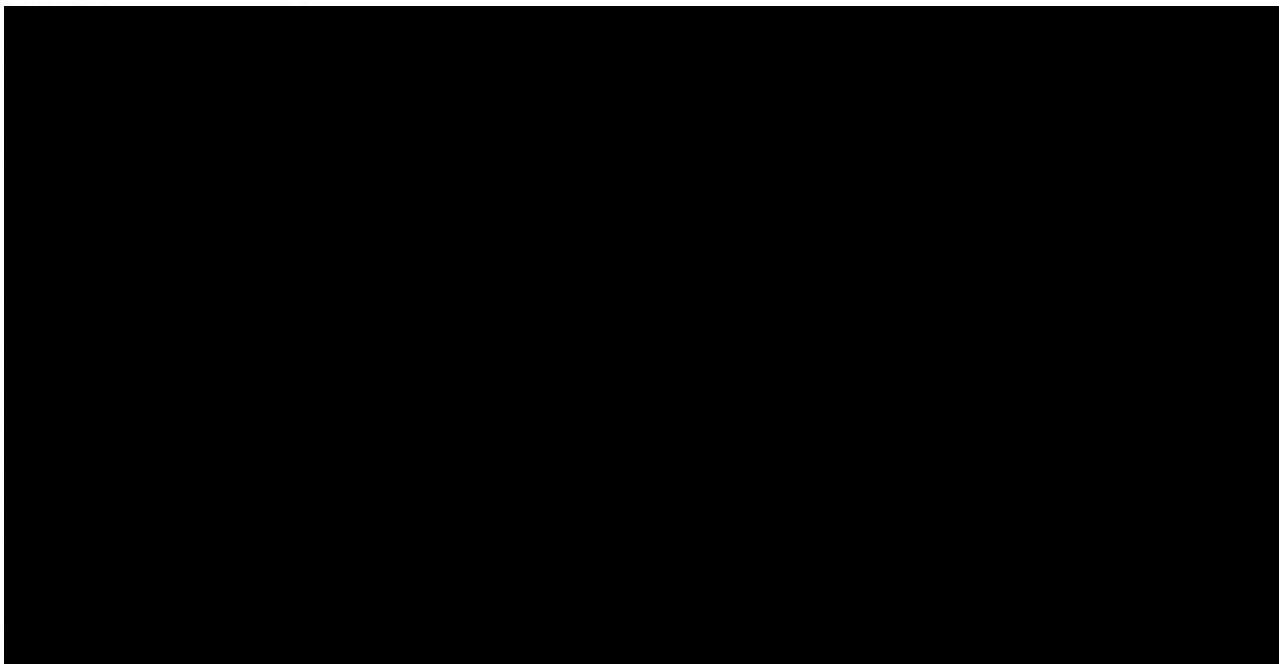
[28/12/22, 09:44:26] Xing Hongyun: Not extended the validity of tender period, shall be awarded before Jan 9.

[28/12/22, 09:47:15] Wang Jian Jun: Should be

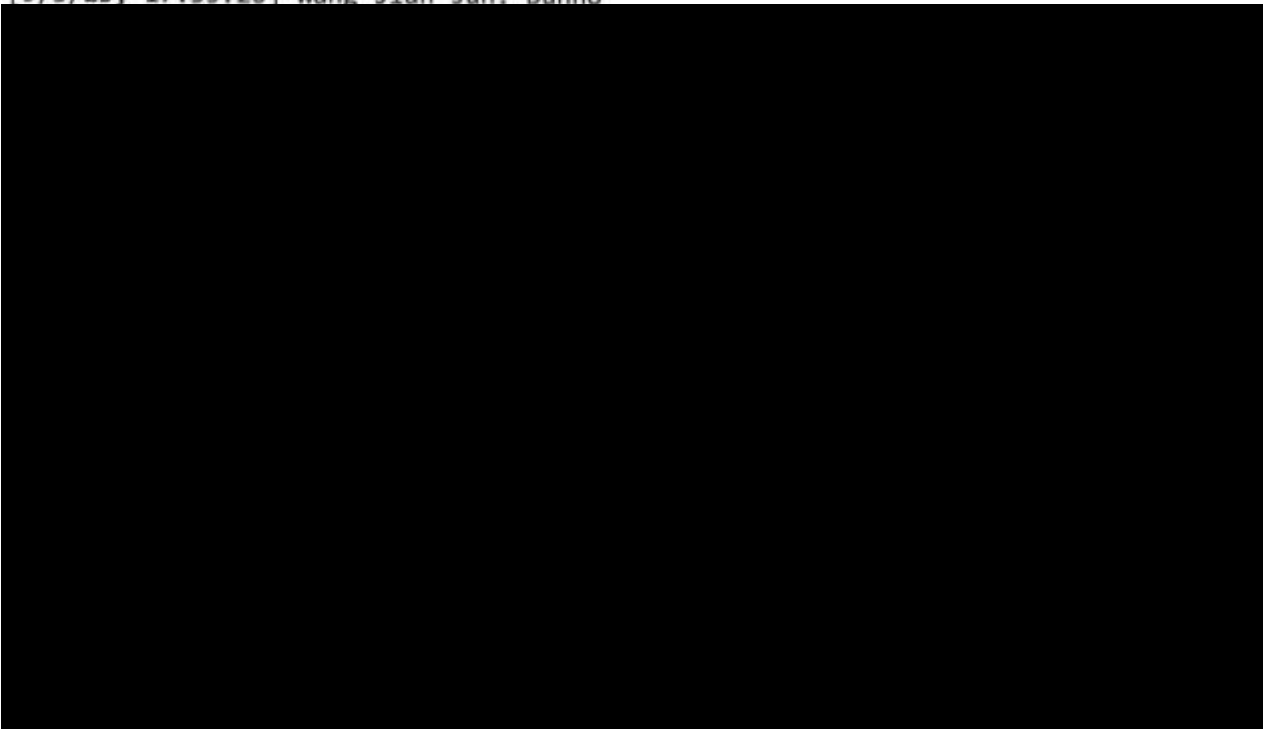
[28/12/22, 09:47:17] Wang Jian Jun: Dunno yet







[23/2/23, 12:48:12] Xing Hongyun: For CSCC, BBCC, no any info from consultants?
[23/2/23, 12:48:21] Wang Jian Jun: No
[23/2/23, 12:48:28] Wang Jian Jun: Seems need to extend again
[23/2/23, 12:51:42] Xing Hongyun: Uncommon 🤔
[8/3/23, 12:51:39] Xing Hongyun: How about CSCC? Did you receive the another extension of tender validity period?
[8/3/23, 12:54:48] Wang Jian Jun: No
[8/3/23, 12:56:36] Xing Hongyun: The extension validity day is March 10, but today is 8 March 🤔
[8/3/23, 12:56:55] Wang Jian Jun: Dunno
[9/3/23, 17:33:59] Xing Hongyun: <attached: 00000644-PHOTO-2023-03-09-17-33-59.jpg>
[9/3/23, 17:35:20] Wang Jian Jun: Dunno



[REDACTED]

[28/4/23, 17:19:44] Xing Hongyun: Any news and updates for Eunost CC and BBCC?

[28/4/23, 17:20:17] Wang Jian Jun: No

[REDACTED]

[8/5/23, 10:38:59] Xing Hongyun: Which company was awarded BBCC?

[8/5/23, 10:39:23] Wang Jian Jun: Did not check

[REDACTED]

Annex B

Document entitled 4 2 9 Summary of Tender-gcs.xlsx

PROPOSED UPGRADING OF BUKIT BATOK COMMUNITY CLUB ON LOT 04950V MK10 AT 21 BUKIT BATOK CENTRAL (BUKIT BATOK PLANNING AREA)
TENDER REF NO.:PA-ITT-2022-0064

SUMMARY OF TENDER

Section 4	Original	Trust-B	HNFT	
Section 4.2.1 - Preliminaries & General Conditions (Main Building & PCF) (From Summary Page of Section 4.2.1)	\$ 2,410,300.00	\$ 2,410,300.00	\$ 2,482,609.00	3% Added
Section 4.2.2 - Structural (From Summary Page of Section 4.2.2)	\$ 3,040,000.00	\$ 3,040,000.00	\$ 3,040,000.00	
Section 4.2.3 - Architectural (Main Building & PCF) (From Summary Page of Section 4.2.3)	\$ 4,940,365.50	\$ 4,940,365.50	\$ 4,940,365.50	
Section 4.2.4 - M&E Works (Main Building & PCF) (From Summary Page of Section 4.2.4)	\$ 5,754,120.20	\$ 5,242,010.00	\$ 5,754,120.20	HNFT based on higher sum
Section 4.2.5 - External works (From Summary Page of Section 4.2.5)	\$ 715,996.05	\$ 715,996.05	\$ 715,996.05	To key in manually!
Section 4.2.6 - Demolition (Main Building & PCF) (From Summary Page of Section 4.2.6)	\$ 230,000.00	\$ 230,000.00	\$ 230,000.00	
Section 4.2.7 - Provisional Sum (From Summary Page of Section 4.2.7)	\$ 217,900.00	\$ 217,900.00	\$ 217,900.00	
Section 4.2.8 - Piling Works (From Summary Page of Section 4.2.8)	\$ 1,601,112.00	\$ 1,601,112.00	\$ 1,800,000.00	HNFT based on higher sum
ADD For any other work or expenses not included in the foregoing items but necessary for the proper execution and completion of all works and full discharge of all obligations under this contract. (Specify details in the spaces provided herein or submit separately together with the tender submission)				
Adjustments	\$ 206.25			
TOTAL	\$ 18,910,000.00	\$ 18,397,683.55	\$ 19,180,990.75	

Note:

- All quoted price shall be in Singapore Dollars, inclusive of all costs and exclusive of GST
- Tenderers are reminded to ensure that the price(s) quoted in the GeBIZ line item tallies with the price(s) in this contract price format.

Annex C

Document entitled: 4 2 9 Summary of Tender – Xing.xlsx

PROPOSED UPGRADING OF BUKIT BATOK COMMUNITY CLUB ON LOT 04950V MK10 AT 21 BUKIT BATOK CENTRAL (BUKIT BATOK PLANNING AREA)
TENDER REF NO.:PA-ITT-2022-0064

SUMMARY OF TENDER

Section 4	Original	Trust-B	HNFT	
Section 4.2.1 - Preliminaries & General Conditions (Main Building & PCF) (From Summary Page of Section 4.2.1)	\$ 2,410,300.00	\$ 2,000,000.00	\$ 2,482,609.00	3% Added
Section 4.2.2 - Structural (From Summary Page of Section 4.2.2)	\$ 3,040,000.00	\$ 3,040,000.00	\$ 3,040,000.00	
Section 4.2.3 - Architectural (Main Building & PCF) (From Summary Page of Section 4.2.3)	\$ 4,940,365.50	\$ 4,940,365.50	\$ 4,940,365.50	
Section 4.2.4 - M&E Works (Main Building & PCF) (From Summary Page of Section 4.2.4)	\$ 5,754,120.20	\$ 5,040,000.00	\$ 5,754,120.20	HNFT based on higher sum
Section 4.2.5 - External works (From Summary Page of Section 4.2.5)	\$ 715,996.05	\$ 715,996.05	\$ 715,996.05	To key in manually
Section 4.2.6 - Demolition (Main Building & PCF) (From Summary Page of Section 4.2.6)	\$ 230,000.00	\$ 230,000.00	\$ 230,000.00	
Section 4.2.7 - Provisional Sum (From Summary Page of Section 4.2.7)	\$ 217,900.00	\$ 217,900.00	\$ 217,900.00	
Section 4.2.8 - Piling Works (From Summary Page of Section 4.2.8)	\$ 1,601,112.00	\$ 1,500,000.00	\$ 1,800,000.00	HNFT based on higher sum
ADD For any other work or expenses not included in the foregoing items but necessary for the proper execution and completion of all works and full discharge of all obligations under this contract. (Specify details in the spaces provided herein or submit separately together with the tender submission)				
Adjustments	\$ 206.25			
TOTAL	\$ 18,910,000.00	\$ 17,684,261.55	\$ 19,180,990.75	

Note:

- All quoted price shall be in Singapore Dollars, inclusive of all costs and exclusive of GST
- Tenderers are reminded to ensure that the price(s) quoted in the GeBIZ line item tallies with the price(s) in this contract price format.

Annex D

Document entitled “4 2 9 Summary of Tender.pdf”

**PROPOSED UPGRADING OF BUKIT BATOK COMMUNITY CLUB ON LOT 04950V MK10 AT 21 BUKIT BATOK CENTRAL (BUKIT BATOK PLANNING AREA)
TENDER REF NO.:PA-ITT-2022-0064**

SUMMARY OF TENDER

DESCRIPTION

Section 4

1	Section 4.2.1 – Preliminaries & General Conditions (Main Building & PCF) (From Summary Page of Section 4.2.1)	\$
2	Section 4.2.2 – Structural (From Summary Page of Section 4.2.2)	\$
3	Section 4.2.3 – Architectural (Main Building & PCF) (From Summary Page of Section 4.2.3)	\$
4	Section 4.2.4 – M&E Works (Main Building & PCF) (From Summary Page of Section 4.2.4)	\$
5	Section 4.2.5 – External works (From Summary Page of Section 4.2.5)	\$
6	Section 4.2.6 – Demolition (Main Building & PCF) (From Summary Page of Section 4.2.6)	\$
7	Section 4.2.7 – Provisional Sum (From Summary Page of Section 4.2.7)	\$
8	Section 4.2.8 – Piling Works (From Summary Page of Section 4.2.8)	\$

ADD For any other work or expenses not included in the foregoing items but necessary for the proper execution and completion of all works and full discharge of all obligations under this contract. (Specify details in the spaces provided herein or submit separately together with the tender submission)

TOTAL \$ 17,516,000.00

Note:

- a) All quoted price shall be in Singapore Dollars, inclusive of all costs and exclusive of GST
- b) Tenderers are reminded to ensure that the price(s) quoted in the GeBIZ line item tallies with the price(s) in this contract price format.

Annex E

Overview of bids for the BBCC Tender

10 suppliers responded.

	Expand All	Collapse All
> CHIU TENG CONSTRUCTION CO. PTE. LTD.	22,480,000.00 (SGD)	
> CHL CONSTRUCTION PTE LTD	20,398,000.00 (SGD)	
> EXCLUSIVE DESIGN CONSTRUCTION PTE LTD	22,800,000.00 (SGD)	
> FRONTBUILD ENGINEERING & CONSTRUCTION PTE LTD	21,278,000.00 (SGD)	
> HONG SHIN BUILDERS PTE LTD	23,560,000.00 (SGD)	
> HUNAN FENG TIAN CONSTRUCTION GROUP CO., LTD. SINGAPORE BRANCH	18,376,000.00 (SGD)	
> KIAN HIAP CONSTRUCTION PTE LTD	22,660,000.00 (SGD)	
> RAMO INDUSTRIES PTE. LTD.	17,590,072.00 (SGD)	
> TRUST-BUILD ENGINEERING & CONSTRUCTION PTE. LTD.	17,576,000.00 (SGD)	
> VIGCON CONSTRUCTION PTE LTD	26,600,000.00 (SGD)	

Annex F

Document showing the bid price for TB to submit for the ECC Tender

S [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]
 e, Page STP-1) [REDACTED]
 Total A \$ 19,520,176.00

Annex G

TB's submission acknowledgement for the ECC Tender



You have responded to

Tender - PAS000ETT22000182

PROPOSED ADDITIONS AND ALTERATIONS WITH ADDITION OF NEW 4-STOREY
BLOCK TO EXISTING 3-STOREY EUNOS COMMUNITY CLUB
People's Association

Closing Date : 11 Oct 2022, 04:00 PM

Your Submitted Response at 11 Oct 2022, 02:41 PM Singapore Time

Response No. 2200078029

MANDATORY ITEMS

Item No. 1 - PROPOSED ADDITIONS AND ALTERATIONS WITH ADDITION OF NEW 4-STOREY BLOCK TO EXISTING 3-STOREY EUNOS COMMUNITY CLUB		19,520,176.00 (SGD)		
Unit of Measurement	LOT			
Required Quantity	1.0000			
Remarks	Base response is mandatory but counter proposal is disallowed			
Base Bid				
Unit of Measurement	LOT			
Description	PROPOSED ADDITIONS AND ALTERATIONS WITH ADDITION OF NEW 4-STOREY BLOCK TO EXISTING 3-STOREY EUNOS COMMUNITY CLUB			
Tender Valid till	09 Jan 2023			
Remarks				
S/N	Quantity	Unit Price	Total Price	
1	1.0000	19,520,176.0000 (SGD)	19,520,176.00 (SGD)	
Delivery information				
Delivery Terms	Leadtime (Days)	Delivery Date	Port of Origin	Location
Local Delivery	0	31 Jan 2023	Singapore	Eunos Community Club

Total: 19,520,176.00 (SGD)

Exclusive of GST

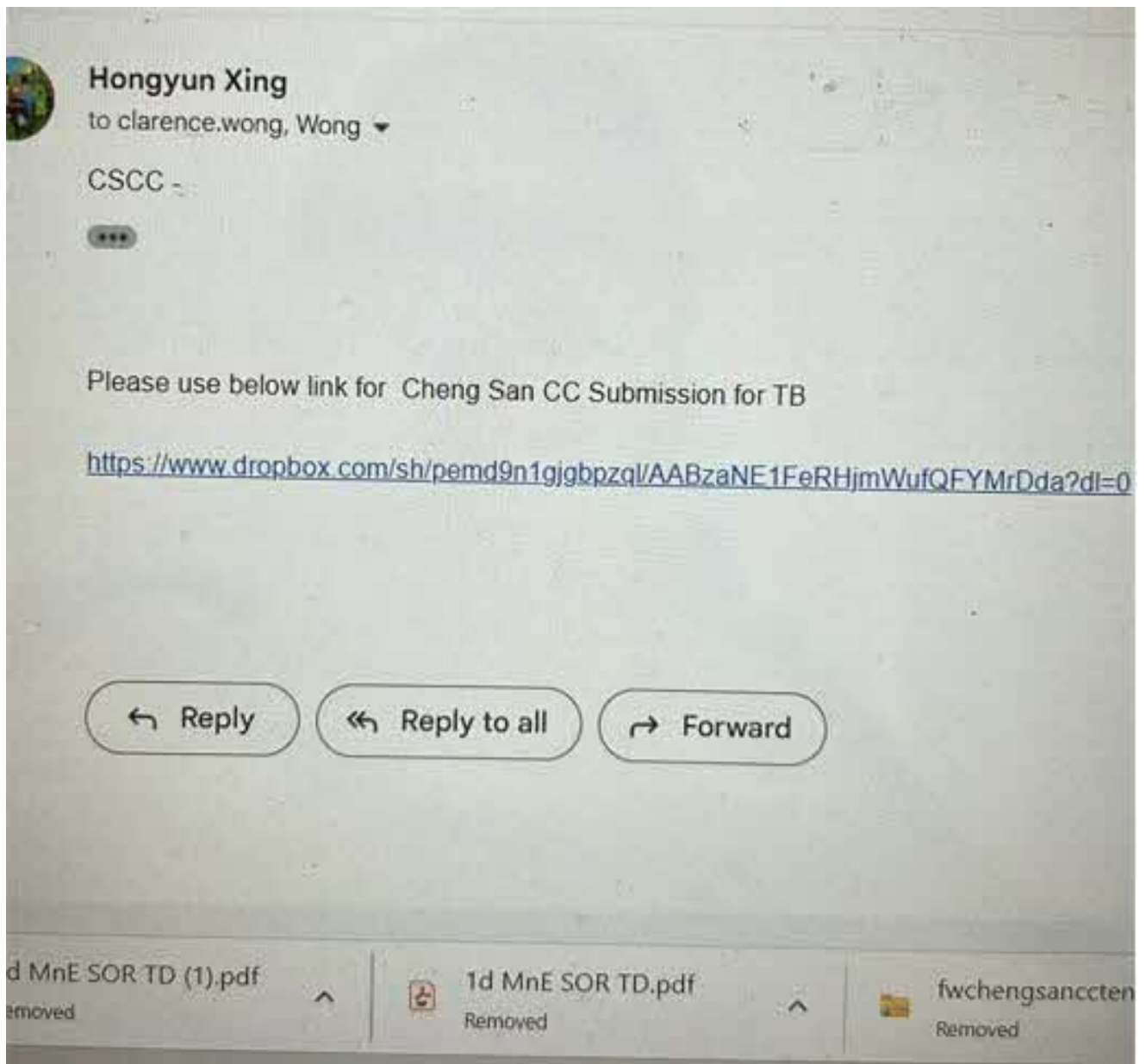
DOCUMENTS



ECC-TC4-Signed.pdf

Annex H

Email containing link to CSCC Tender documents



Annex I

Document entitled “4 2 10 Summary of Tender – gcs”

PROPOSED ADDITIONS AND ALTERATIONS TO THE EXISTING CHENG SAN
SUMMARY OF TENDER

Section	Description	Amount (S\$) [New Built Area]		Amount (S\$) [Existing Area]		Total Amount (S\$)
1	Preliminaries	\$				\$
2	Temporary Office	\$				\$
2a	M&E for Temporary Office	\$				\$
3	Structural Works	\$				\$
4	Architectural Works	\$		\$		\$
5	Architectural Works (MPH)	\$		\$		\$
5a	M&E Works (New Works)	\$				\$
5b	M&E Works (MPH A&A Works)			\$		\$
6	External Works	\$				\$
7	Demolition	\$				\$
8	Piling Works (Provisional Quantities)	\$				\$
9	Provisional Sum	\$				\$
	ADD For any other work or expenses not included in the foregoing items but necessary for the proper execution and completion of all works and full discharge of all obligations under this contract. (Specify details in the spaces provided herein or submit separately together with the tender submission)					
	BASE TENDER TOTAL	\$		\$		\$ 17,560,000.00

Note: Tender Amounts are exclusive of Goods & Services Tax (GST)

Annex J

TB's submission acknowledgement for the CSCC Tender



You have responded to

Tender - PAS000ETT22000181

PROPOSED ADDITIONS AND ALTERATIONS TO THE EXISTING CHENG SAN
COMMUNITY CLUB
People's Association

Closing Date : 11 Oct 2022, 04:00 PM

Your Submitted Response at 11 Oct 2022, 03:15 PM Singapore Time

Response No. 2200078055

MANDATORY ITEMS

Item No. 1 - PROPOSED ADDITIONS AND ALTERATIONS TO THE EXISTING CHENG SAN COMMUNITY CLUB		17,560,000.00 (SGD)												
Unit of Measurement	LOT													
Required Quantity	1.0000													
Remarks														
Base Bid														
Unit of Measurement	LOT													
Description	PROPOSED ADDITIONS AND ALTERATIONS TO THE EXISTING CHENG SAN COMMUNITY CLUB													
Tender Valid till	09 Jan 2023													
Remarks														
<table><tr><th>S/N</th><th>Quantity</th><th>Unit Price</th><th colspan="2">Total Price</th></tr><tr><td>1</td><td>1.0000</td><td>17,560,000.0000 (SGD)</td><td colspan="2">17,560,000.00 (SGD)</td></tr></table>					S/N	Quantity	Unit Price	Total Price		1	1.0000	17,560,000.0000 (SGD)	17,560,000.00 (SGD)	
S/N	Quantity	Unit Price	Total Price											
1	1.0000	17,560,000.0000 (SGD)	17,560,000.00 (SGD)											
Delivery information														
Delivery Terms	Leadtime (Days)	Delivery Date	Port of Origin	Location										
Local Delivery	0	31 Jan 2023	Singapore	Cheng San Community Club										

Total: 17,560,000.00 (SGD)

Exclusive of GST

DOCUMENTS



CV Desmond Teo.pdf



Proposed Organisation Chart.pdf

Annex K

Overview of bids for the ECC and CSCC Tenders

<u>ECC Tender</u>	<u>CSCC Tender</u>
11 suppliers responded. Expand All Collapse All - CHIAN TECK REALTY PTE. LTD. 23,000,000.00 (SGD) - CHIU TENG CONSTRUCTION CO. PTE. LTD. 25,360,000.00 (SGD) - H P CONSTRUCTION & ENGINEERING PTE LTD 27,628,000.00 (SGD) - HONG SHIN BUILDERS PTE LTD 27,300,000.00 (SGD) - HUNAN FENG TIAN CONSTRUCTION GROUP CO., LTD. SINGAPORE BRANCH 20,415,455.00 (SGD) - KIAN HIAP CONSTRUCTION PTE LTD 19,488,000.00 (SGD) - MASTER CONTRACT SERVICES PTE LTD 38,000,000.00 (SGD) - RAMO INDUSTRIES PTE. LTD. 17,410,072.00 (SGD) - SHIN KHAI CONSTRUCTION PTE. LTD. 21,410,800.00 (SGD) - TRUST-BUILD ENGINEERING & CONSTRUCTION PTE. LTD. 19,520,176.00 (SGD) - V3 CONSTRUCTION PTE. LTD. 27,022,510.00 (SGD)	- CHIU TENG CONSTRUCTION CO. PTE. LTD. 24,481,200.00 (SGD) - E C BUILDERS PTE. LTD. 22,000,000.00 (SGD) - EXCLUSIVE DESIGN CONSTRUCTION PTE LTD 25,800,000.00 (SGD) - FRONTBUILD ENGINEERING & CONSTRUCTION PTE LTD 22,718,000.00 (SGD) - H P CONSTRUCTION & ENGINEERING PTE LTD 27,260,000.00 (SGD) - HUNAN FENG TIAN CONSTRUCTION GROUP CO., LTD. SINGAPORE BRANCH 18,590,000.00 (SGD) - KIAN HIAP CONSTRUCTION PTE LTD 22,220,000.00 (SGD) - KINDLY CONSTRUCTION & SERVICES PTE. LTD. 25,630,000.00 (SGD) - MASTER CONTRACT SERVICES PTE LTD 33,000,000.00 (SGD) - QING FENG CONSTRUCTION PTE LTD 21,000,000.00 (SGD) - RAMO INDUSTRIES PTE. LTD. 18,400,072.00 (SGD) - TOP PAVE PTE LTD 31,500,000.00 (SGD) - TRUST-BUILD ENGINEERING & CONSTRUCTION PTE. LTD. 17,560,000.00 (SGD) - UNION CONTRACTORS (SINGAPORE) PTE LTD 23,800,000.00 (SGD) - VIGCON CONSTRUCTION PTE LTD 27,139,000.00 (SGD)