

	FORM OF TENDER	Tender No: CT2103P004
DESCRIPTION: TENDER FOR THE PROVISION OF SECURITY OFFICERS FOR MAJOR EVENTS FROM 1 JUNE 2021 TO 31 MARCH 2022 (WITH AN OPTION FOR 1 MORE YEAR)		
TENDER CLOSING DATE & TIME: 9 APRIL 2021 – 1200hrs, Singapore Time	Upon submission of tender, the Tenderer shall be deemed to have accepted unconditionally and without qualification all the terms and conditions in the Tender Documents. <p style="text-align: right;">Li Shu Qin Secretary, Tenders Committee (Non-Foodstuff & Other Equipment)</p>	
TENDER VALIDITY: UNTIL 9 MONTHS FROM TENDER CLOSING DATE		
TENDERER'S FULL BUSINESS/CORPORATE NAME AND ADDRESS Company Name: _____ Company Address: _____		
TENDERER'S GOODS AND SERVICES TAX REGISTRATION NO: GST Registration No. _____ Company Registration No. _____ <i> Please state "NA" if not applicable.</i>		
TENDERER'S CONTACT PERSON'S NAME, TELEPHONE NO, FAX NO AND EMAIL ADDRESS Contact Person: _____ Telephone No: _____ Fax Number: _____ Email: _____		

To: the Company

Words and expressions used in this Form of Tender (which expression when used herein shall include all schedules hereto) shall bear the meanings set out in the Conditions of Tender.

Having examined and fully understood the Tender Documents including without limitation the Conditions of Tender, the Agreement and the Supplier Code of Conduct, and assessed all matters and things as may be relevant hereto, we, the Tenderer, hereby irrevocably make an offer to the Company to provide the goods and/or services to the Company as comprised in the Project and more particularly described in the contract specifications, on the terms and conditions set out in the Tender Documents including without limitation the Agreement and the contract specifications, at the pricing and terms as set out in this Form of Tender and the Supplier Code of Conduct.

We confirm that we have not relied on any representation or warranty from or made on behalf of the Company in submitting this tender, other than as expressly stated in the Tender Documents.

We confirm that the pricing set out in this Form of Tender is firm and not subject to any adjustment or fluctuation during the contract term.

We agree and undertake that our offer herein shall remain irrevocable and open, valid and binding upon us from the date of submission of this our tender until 9 months after the Tender Closing Date, and that the Company may by written notice to us accept our offer herein at any time before the expiration of such period.

Tenderer's business/company stamp

Signature of Tenderer or its authorised signatory

Date

Full Name and Designation of Tenderer's authorised signatory

Nb. No changes are permitted to be made to the terms contained in this Form of Tender.

Schedule to the Form of Tender

INSTRUCTIONS TO TENDERER:

Please complete in full and attach as a Schedule to your Form of Tender to be submitted to the Company, the document entitled Schedule of Rates marked as Appendix D.

APPENDIX B
Declaration Form

FORM B

DECLARATION BY TENDERER/CONTRACTING PARTY

TO: SATS Security Services Pte Ltd
(Name of SATS Group company / SATS Entity At Risk)

I/We,, hereby declare that:
(Name of Tenderer/Contracting Party)

- 1) *Our Company is not related (as defined in Section 6 of the Companies Act) to Temasek Holdings (Private) Limited ("Temasek") or any of its subsidiaries.
- 2) * Our Company is related to Temasek and/or any of its subsidiaries OR Temasek and any of its subsidiaries has/have an interest in the shares of our Company (*please complete (a) to (d) below*):
 - (a) the percentage of the shares of our Company in which Temasek and/or any of its subsidiaries has an interest, direct or indirect, is % (in total).
 - (b) our immediate holding company and ultimate holding company are (holding% of the shareholding of our Company) and (having an interest, direct or indirect, in% (in total) of the shareholding of our Company), respectively.
 - (c) our Company is *listed/unlisted.
(If listed, please annex to this Declaration a statement setting out (i) the securities exchange on which your Company's shares are listed, and (ii) the names of the Directors and Audit Committee members of your Company.)
 - (d) *our Company is a member of a group of companies with listed member(s).
(Please annex to this Declaration a statement setting out (i) the names of the listed member(s) of the group, (ii) how it/they is/are related to your Company, (iii) the securities exchange on which it/they is/are listed, and (iv) the names of its/their respective Directors and Audit Committee members.)
- 3) I am/We are *not a Director or Chief Executive Officer or member of the immediate family (*ie. spouse, child, adopted child, step-child, sibling or parent*) of a Director or Chief Executive Officer, of SATS Ltd. ("**SATS**").
- 4) I am/We are *not trustee(s) of any trust of which a Director or Chief Executive Officer of SATS, or his immediate family, is a beneficiary or (*in the case of a discretionary trust*) is a discretionary object.
- 5) I am/We are *not a company in which a Director or Chief Executive Officer of SATS, or his immediate family, has an interest of 30% or more.

I/We confirm that the above information is true and correct. I/We understand that you require the information to comply with Chapter 9 of the SGX-ST Listing Manual.

Date:

Signature:

Name of Authorised Signatory:

Designation of Authorised Signatory:

Name of Person/Firm/Company:

Company Stamp:

Note [*]: Delete as appropriate.

Words and expressions used herein bear the meanings set out in the SGX-ST Listing Manual. Please contact Company Secretary SATS if you require any clarification of this Declaration or any words and expressions used herein.

CONFIRMATION FORM (on Tenderer's letterhead)

To: **SATS Security Services Pte Ltd**

Dear Sirs,

**TENDER REF: CT2103P004
TENDER FOR THE PROVISION OF SECURITY OFFICERS FOR MAJOR EVENTS
FROM 1 JUNE 2021 TO 31 MARCH 2022 (WITH AN OPTION FOR 1 MORE YEAR)**

We confirm and undertake as follows:

- (a) we will comply with all applicable laws and regulations (including without limitation, the Employment Act and the Central Provident Fund Act, of Singapore), in relation to our employees and workers (including without limitation, those workers that we may provide to you if we should be awarded the tender) and/or in relation to the services to be rendered by our workers to you if we should be awarded the tender, at all times during the term of the Agreement;

- (b) we will indemnify you and your related corporations in full, from and against, any and all losses, liabilities, damages, costs and expenses, including without limitation, legal expenses, which you or they may suffer or incur as a result of our non-compliance with any such laws or regulations

Date: _____

Signature of Tenderer

Tenderer's business/company stamp
or its authorised Signatory

Full Name of Tenderer's authorised signatory

Designation of Tenderer's authorised
signatory

Schedule of Rates

TENDER FOR THE PROVISION OF SECURITY OFFICERS FOR MAJOR EVENTS FROM 1 JUNE 2021 TO 31 MARCH 2022 (WITH AN OPTION FOR 1 MORE YEAR)

A) MAN-HOUR RATE PER SO (\$\$)

SCOPE OF SERVICE	Number of SOs	Man-Hour Rate (\$\$)
PROVISION OF SECURITY OFFICERS*		

*NOTE: Contractor will be required to provide personnel to cover for meal breaks.

Tenderer's business/company stamp

Signature of Tenderer or its authorized signatory

Date

Full Name & Designation of Tenderer's authorized signatory

CONDITIONS OF TENDER

1 Definitions

1.1 Whenever the following terms appear in these Conditions of Tender, the Tender Notice and the Form of Tender, they shall have the respective meanings specified below unless the context otherwise requires:

1.1.1 **“Agreement”** means the agreement to be entered into between the Company and the successful Tenderer, relating to the Project, incorporating the terms and conditions as described in these Conditions of Tender, which expression shall also refer to, unless the context otherwise requires, the format of the Agreement set out in Appendix J hereto.

1.1.2 **“Company”** means the company as mentioned in the Appendix J - Agreement.

1.1.3 **“Tender Closing Date”** means the closing date as mentioned in Appendix A –Form of Tender, or such other time(s) and/or date(s) as the Company may from time to time determine, for the purpose of submitting tenders for the Project.

1.1.4 **“Instant Information Search”** means the electronic instant information search results obtained from ACRA (the Accounting & Corporate Regulatory Authority of Singapore) in respect of the Tenderer, which shall be dated not more than one (1) month preceding the date of submission by the Tenderer of its tender.

1.1.5 **“Project”** means the service required as mentioned in Appendix A – Form of Tender.

1.1.6 **“Tender Documents”** means:

- (i) these Conditions of Tender;
- (ii) the Form of Tender, attached as Appendix A hereto (**“Form of Tender”**, which expression shall, unless the context otherwise requires, refer to the Form of Tender including any Schedule(s) to be attached thereto, and shall also, unless the context otherwise requires, refer to the Tenderer’s duly completed Form of Tender, inclusive all Schedules thereto, submitted to the Company);
- (iii) the form of Declaration by Tenderer/Contracting Party, attached as Appendix B, hereto (**“Declaration form”**);
- (iv) the format of the banker’s guarantee, attached as Appendix F hereto, which shall be furnished by the successful Tenderer, if the successful Tenderer wishes to provide the security deposit in the form of a banker’s guarantee and is entitled to do so under these Conditions of Tender;
- (v) the Supplier Code of Conduct, attached as Appendix H.
- (vi) the contract specifications for the Project, attached as Appendix I, hereto (**“contract specifications”**);
- (vii) and the format of the Agreement attached as Appendix J hereto;
- (viii) the Tender Notice

1.1.7 **“Tenderer”** means any person which submits a tender for the Project.

- 1.2 Words using the singular or plural number also include the plural or singular number, respectively and words denoting any gender shall include all genders, unless the context otherwise requires.
- 1.3 References to any person include, as appropriate, any individual, firm, corporation, trust, estate, unincorporated association, governmental, statutory, judicial, administrative or regulatory authority or body, wheresoever resident, incorporated or established.
- 1.4 The headings in these Conditions of Tender are inserted for convenience only and shall be ignored in construing the terms contained herein.

2 General

- 2.1 The information contained in these Conditions of Tender is to instruct and guide the Tenderer in the submission of its tender for the Project. The Tenderer shall comply with all the terms and conditions set out in these Conditions of Tender in the submission of any tender for the Project. Failure to comply with or breach of any of the terms and conditions set out in these Conditions of Tender may, at the Company's sole discretion, result in the tender submitted by the Tenderer being disqualified and rejected by the Company, or the Tenderer being disqualified from participating in future tender exercises conducted by the Company or any of the other SATS group companies.
- 2.2 In consideration of the Company making available the Tender Documents to the Tenderer and agreeing to consider the Tenderer's tender if duly submitted in accordance with these Conditions of Tender, the Tenderer agrees that these Conditions of Tender shall be binding on the Tenderer.
- 2.3 For the avoidance of doubt, nothing in the Tender Documents shall comprise an offer from the Company to a Tenderer.

3 Tender Documents

- 3.1 It is the sole responsibility of the Tenderer to examine and understand the Tender Documents and to verify their completeness. In the event that there are any page(s) or document(s) obviously missing from or erroneously inserted in the documents supplied to the Tenderer, the Tenderer shall apply in good time to the Company to have any such discrepancy rectified, and in any event, well before the Tender Closing Date.
- 3.2 Should there be any doubt whatsoever on the part of the Tenderer as to the precise meaning or interpretation of any part of the Tender Documents, or as to anything to be done or not done by the Tenderer, or as to any other matter or thing, the Tenderer shall notify the Company in writing in good time before the Tender Closing Date.
- 3.3 Any explanations, modifications or extensions which the Company may wish to make to the Tender Documents shall be by way of a document entitled "Tender Addendum" which will be made available by the Company and will form part of the Tender Documents. All tenders subsequently received will be deemed to have been based on the Tender Documents including all Tender Addenda (if any) issued by the Company.

- 3.4 All notices and other communications that the Company may wish to make to Tenderers generally in connection with the tender shall also be made available by the Company.
- 3.5 It shall be the responsibility of the Tenderer to check and ensure that it has accessed and read and understood all relevant Tender Addenda, notices and other communications.

4 Gifts, Inducements and Rewards

- 4.1 Without prejudice to the terms in the Supplier Code of Conduct, the Tenderer shall not, and shall ensure that the Tenderer's officers, servants and agents do not, directly or indirectly offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the award of the tender, or for showing or forbearing to show favour to any person in relation to the award of the tender, whether or not such action shall comprise an offence under Chapter IX of the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241).

5 Responsibility of the Tenderer

- 5.1 It is the sole responsibility of the Tenderer to:
 - 5.1.1 familiarise itself with the premises at which the Project will be conducted (where applicable) and any relevant fixtures, fittings and equipment thereat to be utilised or that may otherwise be relevant in connection with the Project;
 - 5.1.2 make all relevant investigations in relation to the performance of its obligations pursuant to the Agreement; and
 - 5.1.3 obtain and verify any and all information required by it for the purpose of completing the Form of Tender, prior to submitting its tender for the Project.
- 5.2 The Company makes no representation or warranty as to the adequacy, accuracy or completeness of any information (including without limitation any information set out in the Tender Documents) given or made available to the Tenderer by it or on its behalf and shall have no liability whatsoever in respect of such information.
- 5.3 Each tender shall be made on the basis that in making the tender, the Tenderer does not rely on any representation or warranty (whether verbal or in writing, conveyed by email or fax or other form of correspondence) made by or on behalf of the Company or any of the Company's officers, servants or agents, whether at a briefing to tenderers conducted by the Company or over the telephone pursuant to the Tenderer's enquiry, or otherwise, but has relied entirely on the Tenderer's own enquiries, inspections, investigations and due diligence, and the Company may accept any tender submitted by the Tenderer without entertaining any request by the Tenderer to alter its tender or for extra payment, whether on grounds of misinformation, insufficient or inaccurate information or otherwise.

6 Completion of Tender

- 6.1 The Tenderer shall complete the Form of Tender (including the document(s) to be attached as Schedule(s) to the Form of Tender) by inserting all relevant information and details in the spaces provided for the purpose and shall sign and date the Form of Tender and such Schedule(s).
- 6.2 All entries in the Form of Tender must be properly and legibly filled and completed and in indelible ink.
- 6.3 All prices and amounts in the Schedule to the Form of Tender shall be tendered in Singapore Dollars and shall be exclusive of any goods and services tax that may be payable under the Goods and Services Tax Act (Chapter 117A). Where applicable, the Company shall bear any goods and services tax levied on the sums payable to the successful Tenderer pursuant to the Agreement.
- 6.4 Any alteration to any matter in the Form of Tender shall be made by crossing out the incorrect information and by writing in the revised information above the same. Each alteration shall be countersigned by the Tenderer or its authorised signatory who signs the tender on behalf of the Tenderer.

7 Goods and Services Tax

- 7.1 The Tenderer shall state in the Form of Tender whether the Tenderer is registered under the Goods and Services Tax Act (Chapter 117A). If the Tenderer is so registered, the Tenderer shall state its registration number for goods and services tax purposes.

8 Submission of Tenders

- 8.1 The following documents:

- (a) Form of Tender - Appendix A (inclusive of any Schedules), duly completed and signed by the Tenderer.
- (b) Declaration Form - Appendix B duly completed and signed by the Tenderer
- (c) Confirmation Form – Appendix C duly completed and signed by the Tenderer.
- (d) Schedule of Rates - Appendix D duly completed and signed by the Tenderer.
- (e) Instant Information Search (ACRA);
- (f) BizSafe Level 3 certification or its equivalent
- (g) Business continuity plan. Vendor should submit the BCM certification (ISO 22301) or its equivalent if they are certified.
- (h) a comprehensive business/company profile of the Tenderer and a record of its current and past two (2) years' contracts with various companies in Singapore; and

shall be sealed in an envelope. The Tenderer shall print the envelope label, complete the relevant portions in full, and paste it on its sealed envelope. (Page 7 of 7)

- 8.2 The said sealed envelope shall be addressed to and reach the Secretary, Tenders Committee (Non-Foodstuff & Other Equipment), c/o SATS Security Entrance Gate, SATS Inflight Catering Centre 1, 20 Airport Boulevard, Singapore 819659, no later than the Tender Closing Date. The Tenderer must deposit the tender document into **BLUE** Tender Box at the above address. Any tender delivered after the Tender Closing Date for whatever reason shall not be considered.

- 8.3 In submitting its tender, the Tenderer shall not make or propose any variations, modifications or amendments to any of the terms and conditions contained in the Tender Documents, and any such variation, modification or amendment may result in the tender being disqualified by the Company, unless otherwise determined by the Company.

9 Validity and Acceptance Of Tender

- 9.1 Any tender submitted by the Tenderer shall constitute an irrevocable offer to the Company by the Tenderer to provide the goods and/or services to the Company as comprised in the Project and more particularly described in the contract specifications, on the terms and conditions set out in the Tender Documents including without limitation the Agreement and the contract specifications, at the pricing and terms as set out in the Tenderer's Form of Tender (including any Schedule(s) thereto) and the Supplier Code of Conduct.

Such offer shall be irrevocable and remain open, valid and binding on the Tenderer for the period from the date of its submission to the Company until the expiry of 9 months after the Tender Closing Date. Any purported revocation or withdrawal of the Tenderer's tender shall be invalid.

- 9.2 (Notwithstanding any such purported revocation or withdrawal, if any,) the Company may accept the Tenderer's tender at any time during such 9 month period and any such unqualified acceptance by the Company shall form a binding contract between the Company and the successful Tenderer on the terms and conditions of the Agreement and the contract specifications (notwithstanding that the formal Agreement or contract may not have been signed).
- 9.3 However, without prejudice to Paragraph 9.2 hereof, if the Company accepts the Tenderer's tender, the Tenderer shall be bound to execute the Agreement with the Company, in the format and on the terms and conditions set out in Appendix J hereto incorporating the contract specifications, both subject to such variations, modifications or amendments as the Company may reasonably require, and incorporating the details in the Form of Tender submitted by the Tenderer and any other terms and conditions agreed between the Company and the successful Tenderer. The Tenderer shall return the duly executed Agreement to the Company within the period specified by the Company, which shall be in any event before the commencement of the term of the Agreement.

9 Conditions regarding Acceptance of Tender

- 10.1 The Company need not consider any tender unless it has been made in accordance with these Conditions of Tender but the Company may at its absolute discretion consider and/or accept any tender.
- 10.2 The Company shall not be bound to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason therefor.
- 10.3 The Company reserves the right to accept any tender in whole or in part.
- 10.4 Any tender may be accepted by the Company's award letter posted to the Tenderer's address stated in the Form of Tender submitted by the Tenderer. The date of such posting shall be deemed the date of acceptance of the tender notwithstanding that the Company's award letter may be lost or returned through the post.

11 Security Deposit and (where applicable) Insurance Policies

11.1 The successful Tenderer shall be required to furnish a security deposit equivalent to 5% of the annual value of the Agreement as calculated and determined by the Company. The security deposit and (where applicable) all insurance policies required to be furnished by the Contractor as stipulated in the Agreement shall be furnished within the time specified in the Company's award letter which shall in any event be before the commencement of the term of the Agreement. The security deposit shall be furnished in cash or cheque, or, at the Tenderer's option, only in the case where the security deposit amount is equal to or exceeds SGD2,000, by way of banker's guarantee issued by a bank in Singapore acceptable to the Company, on the terms as set out in the specimen banker's guarantee attached as Appendix F.

12 Miscellaneous

- 12.1 The Company shall not be liable howsoever for any costs or expenses whatsoever incurred directly or indirectly by any Tenderer in preparing or submitting its tender.
- 12.2 The information contained in the Tender Documents and any other documents supplied to the Tenderer is confidential and proprietary in nature and may not be used otherwise than for the purpose of submitting a tender to the Company, nor disclosed to any person, unless expressly authorised otherwise by the Company. The Tenderer shall not disclose its participation in the tender for the Project or any information in relation thereto or any drawings, specifications, data or documents whatsoever in connection therewith.
- 12.3 After the Tender Closing Date, the Tenderer shall not communicate directly or indirectly with the Company or any of the other SATS group companies or any of their officers, servants or agents with regard to the progress of the tender.
- 12.4 The Tenderer shall inform the Company of any changes to the particulars of the Tenderer's business/company, from that shown in the Instant Information Search submitted to the Company, including without limitation changes to its business or company name or changes to the particulars of its owners, managers, directors or shareholders, which may take place at any time after the date of submission of the tender, and (where applicable) during the term of the Agreement.
- 12.5 The Tender Documents and all tenders shall be subject to and governed by the laws of Singapore and the Tenderer submits to the non-exclusive jurisdiction of the courts of Singapore.
- 12.6 As applicable, the vendor shall possess all requisite permits, regulatory approvals and certifications including a minimum BizSafe Level 3 certification or its equivalent.

ENVELOPE LABEL

TO DEPOSIT INTO BLUE TENDER BOX

Tender No: **CT2103P004**

Tender Closing Date and Time: **9 APRIL 2021 - 1200 HRS, SINGAPORE TIME**

Tender Description: **TENDER FOR THE PROVISION OF SECURITY OFFICERS FOR MAJOR EVENTS
FROM 1 JUNE 2021 TO 31 MARCH 2022 (WITH OPTION FOR 1 MORE YEAR)**

Tender conducted by: SATS Central Purchasing & Tenders Management (Tel No: 65482027)
All submissions to include **one original** hard copy and **one photocopy** (marked/stamped as a copy)

TO: **SECRETARY TENDERS COMMITTEE (NON-FOODSTUFF & OTHER EQUIPMENT)
C/O SATS SECURITY ENTRANCE GATE
SATS INFLIGHT CATERING CENTRE 1
20 AIRPORT BOULEVARD
SINGAPORE 819659**

FROM: Name of Business Firm/Company: _____
Address _____

Telephone: _____ Email Address: _____
Contact Person: _____