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 on the SATS Website: http://www.sats.com.sg, 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 on the SATS Website: http://www.sats.com.sg .

3.5 It shall be the responsibility of the Tenderer to check the SATS Website: http://www.sats.com.sg, from time to time and just before the submission of its tender, to 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 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 are to be submitted:
(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

8.2 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 be 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.

10 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 therefore.

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.

13 Additional Conditions

13.1 The Tenderer must meet the following qualification criteria and must provide recent and relevant documentary evidence satisfactory to the Company in support of the Tenderer's claim that it does so. The information submitted by the successful Tenderer in relation to the qualification criteria may be incorporated as its obligations in the Agreement.

13.1.1 Company Profile

(a) financial – the Tenderer must have a paid up capital of at least $100,000

(b) prior experience and track record – the Tenderer must have a good track record of at least 2 years in a similar or equivalent industry, which is current or not more than 5 years ago. Track record will also include relevant prior contracts with SATS Group companies and extensions thereof.

(c) workforce size – the Tenderer must provide its current workforce size of those engaged in a similar or equivalent type of industry.

13.1.2 Incentive/Penalty Scheme for Employees

The Tenderer must provide details of incentive/penalty schemes implemented in relation to its employees employed to provide the services to the Company.

13.1.3 Supervision

The Tenderer must provide details of the organizational structure, supervision and deployment system of its service crew.

13.1.4 Safety

The Tenderer must provide Risk Assessment for any activities that will be carried out which is relevant to this tender.

13.1.5 Selection and Training

The Tenderer must provide its detailed plans for:

(a) where and how the required number of service crew is to be provided

(b) arrangements that will be made to ensure a ready pool of trained service crew, prior to the commencement and for the duration of the agreement.

13.1.6 Business Continuity Plan

The Tenderer must provide a business continuity plan to address disruption to its business which includes identifying potential threats, impacts, and mitigating actions.

13.2 The Tenderer is also required to submit, together with the tender, a written confirmation and undertaking in the form attached to these Additional Conditions ("**Confirmation form"**).The Confirmation form shall form part of the Tender Documents.

Sample Banker's Guarantee

[letterhead of Bank]

[insert date]

SATS Ltd
SATS Inflight Catering Centre 1
20 Airport Boulevard
Singapore 819659

Dear Sirs

OUR BANK GUARANTEE NO.[INSERT NUMBER] FOR SINGAPORE DOLLARS [INSERT AMOUNT IN WORDS] ONLY (S$[INSERT AMOUNT IN NUMBERS])

In consideration of yourselves, SATS Ltd ("SATS") of SATS Inflight Catering Centre 1, 20 Airport Boulevard Singapore 819659, SATS having agreed to enter into an agreement for the (the "Agreement") with [insert name of Contractor] of [insert address of Contractor] (the "Contractor") under which SATS agreed to allow the Contractor to furnish the security deposit payable under the Agreement by way of a banker's guarantee, we, [insert name of Bank] of [insert address of Bank] (the "Bank") hereby unconditionally and irrevocably guarantee and undertake to make payment to you of up to the maximum aggregate sum of Singapore Dollars [insert amount of the security deposit in words] Only (S$[insert amount of the security deposit in numbers]) (the "Guaranteed Sum").

The Guaranteed Sum, or such part or parts thereof as may be specified by you in your written demand to the Bank made from time to time, shall be payable by the Bank in full immediately upon first written demand by you, without any set-off, counterclaim or deduction whatsoever.

The Bank shall not impose any condition or qualification for/in making any payment to SATS pursuant to such demand, nor shall the Bank make any reference to the Contractor prior to making such payment. The Bank shall make such payment demanded notwithstanding any notice or demand from the Contractor not to do so.

The Bank shall not at any time be concerned as to whether there is any breach by SATS or the Contractor or any dispute between SATS and the Contractor in respect of any terms and conditions of the Agreement. This Guarantee and the Bank's liability under this Guarantee shall not be determined, discharged or released or in any way affected, prejudiced or impaired, by:-

(a) any indulgence, forbearance or concession given by SATS to the Contractor (whether as to payment, time, performance or otherwise);
(b) any arrangement made with the Contractor or any other person;
(c) any variation of the terms and conditions of the Agreement;
(d) any lack of capacity or authority on the Contractor's part in executing the Agreement; or
(e) any insolvency, winding up, liquidation, bankruptcy or dissolution of the Contractor,

whether known to or agreed by the Bank or otherwise.

The Bank's obligations under this Guarantee are that of a primary obligor and not merely as surety, and the Bank hereby waives all rights which it might otherwise as surety be entitled to claim and enforce.

This Guarantee shall be irrevocable and shall remain in full force and effect at all times throughout the period from the date of this Guarantee up to and including [insert date falling 2 months after the date of expiry of the term of the Agreement] (both dates inclusive) (the "claim period"). Demand may be made under the Guarantee by SATS at any time and from time to time during the claim period. Upon expiry of the claim period, all liability of the Bank shall cease under this Guarantee, notwithstanding that this Guarantee is not returned to the Bank for cancellation.

This Guarantee shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore and the Bank hereby submits to the non-exclusive jurisdiction of the Singapore courts.

_____
[insert name of signatory]

_____
[insert title of signatory]

for and on behalf of

_____
[insert name of Bank]

SUBJECT: IMPLEMENTATION OF OHSATSCAT 18001 AT SATS

We, at SATS, are pleased to announce that we have established an Occupational Health and Safety Management System (OHSMS) and had certified our system to OHSATSCAT 18001.

You are one of our valued client/customer/vendor/service providers. In line with our commitment to our OHS Policy and in order to implement an effective OHSMS, we will like to request you to ensure good Health and Safety performance with our organization. If you are already implementing an OHSMS in your organization, we request that you let us have your OHS Policy for our reference and record.

Our Occupational Health and Safety Policy is attached below for your reference.

Thank you & Best regards,

SATS OCCUPATIONAL HEALTH & SAFETY (OHS) POLICY

At SATS we are committed to providing a safe, secure and healthy work environment for our people. In line with our core values, we maintain and promote an effective occupational health and safety management program. Our SATS approach is as follows:

Strive to anticipate hazards and possible terror risks and eliminate them to prevent personal injury/illness to employees or loss/damage to equipment and property.

Assure a high level of compliance by meeting applicable legal requirements and adopting best practices.

Train and educate employees and contractors to prevent accidents and injuries, including managing and responding to terror threats, and promoting a healthy lifestyle.

Seek and implement all reasonable measures to provide the best possible care in maintenance of our equipment and facilities.

This Policy will be kept up-to-date and relevant, and communicated to everyone at SATS as well as to all persons working under the control of SATS, so that they are reminded of their individual OHS obligations.

We are all responsible for preventing injury and ill-health, both to ourselves as well as to fellow colleagues.

The prevention of accidents is a joint effort. We collaborate to continually improve our occupational health & safety performance to make our company the best and safest place to work.

Alex Hungate
President & Chief Executive Officer
SATS Ltd.

sats

Dated: 09 May 2018

SUPPLIER CODE OF CONDUCT

The SATS Group expects all its Suppliers to adhere to the highest ethical standards when conducting business with the SATS Group. In this regard, the SATS Group will include SATS Ltd. and its Singapore based wholly-owned subsidiaries and a "Supplier" means any individual or entity including all persons employed (whether full time or part time or in any other way) ("**Employees**") by that supplier as well as their sub-contractors and/or agents and/or service providers appointed by that supplier which supplies/provides goods and services to any member of the SATS Group. For the avoidance of doubt, "Supplier" includes but is not limited to any contractor as may be engaged from time to time by any member of the SATS Group to supply equipment, labour and/or works, as well as any supplier as may be engaged from time to time by any member of the SATS Group to supply food, amenities and/or other services.

This Code of Conduct ("**Code**") sets out the standards expected of the Supplier. A failure by any Supplier to comply with the Code can result in action taken by the relevant entity in the SATS Group which includes the termination of the contract with the Supplier, disclosure of any legal violation to the appropriate government/regulatory authority and/or the pursuit of any remedy available to that member of the SATS Group.

The Code does not create any binding obligation on the SATS Group and the SATS Group reserves the right to amend the Code from time to time. The Code can also be found at the following website: https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf

1. Compliance with Applicable Laws

The SATS Group expects that its Supplier fully complies with all applicable laws and regulations of the countries where (a) the Supplier's operations are based; and (b) where the goods and/or services are provided to the relevant SATS Group entity.

This includes (but is not limited) to laws relating to competition, labour and employment, health and safety, environmental, intellectual property and anti-corruption laws. In addition, the Supplier should accurately maintain its financial and business records in accordance with the applicable laws.

2. Labour Laws/Regulations

The Supplier shall ensure that all its Employees:-

(a) meet the local minimum age;
(b) are provided with a safe working environment and the Supplier is to take measures to prevent workplace hazards and accidents;
(c) are not subject to discrimination based on race, political or religious beliefs, gender, age, sexual orientation, disability or for any other reason;
(d) have working hours and benefits which are in accordance with the applicable laws; and
(e) are paid without undue delay.

The Supplier must also respect the human rights of the communities in which they operate.

3. Environmental Protection

The SATS Group is committed to protecting and preserving the environment. The Supplier must ensure compliance with local environmental laws including but not limited to those pertaining to waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, and is encouraged to observe best environmental practices in the relevant industry. Suppliers who adopt sustainable business practices would be preferred.

4 Anti-Corruption Practices

The Supplier shall not, and shall ensure that its directors, officers, Employees, servants and agents do not, directly or indirectly offer or give or agree to give to any person any gifts, inducement or reward that may influence business decisions or create the appearance of influencing any business decision whether or not such action shall comprise an offence under the applicable laws including the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241).

5 Compliance with Intellectual Property Rights Law

The Supplier shall not engage in any activities which infringe the intellectual property rights of the SATS Group or any third party. The use of any intellectual property belonging to the SATS Group including trademarks and/or any copyright materials is strictly prohibited unless written consent / authorization has been obtained from the authorized representative of the SATS Group. The Supplier is to consult the SATS Group if in doubt as to whether the intellectual property is owned by the SATS Group.

6 Adherence to SATS Suppliers Safety Compliance Manual

Where applicable, depending on the type of goods and/or services to be provided by the Supplier to a SATS Group entity, the Supplier shall ensure that it complies with the SATS Suppliers Safety Compliance Manual as may be amended from time to time.

The SATS Suppliers Safety Compliance Manual sets out the guidelines and requirements for all suppliers of goods/equipment, suppliers of labour (service crew) and suppliers of services (contractors) who perform work activities on or in the premises of any SATS Group entity.

The SATS Suppliers Safety Compliance Manual can also be found at the following website: https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Safety-Compliance-Manual.pdf

7 Personal Data Protection

If in the course of its contract with the relevant SATS Group entity, the Supplier has access to and/or collect, use disclose or process personal data of any individuals, the Supplier shall ensure that it complies with the requirements of all applicable personal data protection laws.

8 Disclosure of Conflict of Interest

The Supplier and those acting on their behalf shall remain free from conflicts of interest that may adversely influence their business relationship with the SATS Group. The Supplier shall disclose any potential conflicts of interest promptly to the SATS Group and in any event prior to the signing of any agreement with the SATS Group.