

REQUEST FOR PROPOSAL

Project Title:
**Project Consultancy for Construction of Shed for
Centralised Handling of Built Up Cargo
Acceptance and Delivery**

Tender Reference Number: CT2109B019

Confidentiality:

Do note that this Request for Proposal (RFP) is the property of SATS Airport Services Pte Ltd. (SATS) and/or its subsidiaries.

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EXECUTIVE SUMMARY

1. BACKGROUND

1.1 Currently, BUPs pending acceptance are left along landside of AFTs by agents/contractors. We are unable to process these BUPs directly either because (i) they are brought in with incomplete documentations and/or (ii) they are partial lodge ins. These BUPs can be staged at our landside for hours until the agents/contractors return with the necessary documentations/cargo, taking up space which in turn contributes to landside congestion during our peak hours. Furthermore, protrusion of these staged BUPs into our landside roadway poses as a safety concern due to the high vehicular traffic movements at the area.

As such, we are looking to consolidate all BUP handling processes in a centralized area, supported by a dedicated BUP team. Aside from alleviating the landside congestion and improving housekeeping along our main terminals, a dedicated BUP handling centre with a specialized team will enable us to better manage the BUPs, which will in turn improve our services to the industry. Additional staging area for SATS Cargo is required due to the shift in Airside Fencing and to cater for growth till 2030.

Vendors are invited to quote for the following:

- a) Design of a the shed;
- b) Conduct tender to appoint construction company;
- c) Advise on appointment of company;
- d) Project Management;
- e) Follow up on Defects;
- f) Assist in obtaining approval for use

2. BUSINESS OBJECTIVES

2.1 A cargo staging area is required to accept and deliver completed ULDs:

- a. To improve operations;
- b. To free up current warehouse spaces at AFT 1-6;
- c. To ensure safety and reliability;

INSTRUCTIONS FOR VENDORS

SECTION 1: DEFINITION OF TENDER DOCUMENTS

Tender Documents shall include items listed in the RFP as well as all other documents issued prior to and after the deadline for Submission of Proposal (tender bid).

The Tender Documents and additional materials that may modify or interpret, including drawings and specifications, by additions, deletions, clarifications or corrections, will become part of the Contract when executed.

All Tender Documents and clarifications shall form an integral part of a Contract that is to be entered into between SATS and/or its subsidiaries and Vendors. Until a Contract is executed, the Tender Documents and clarifications shall be binding on Vendors.

All Annexes listed within, which form part of this RFP, will be issued accordingly as stated below:

- (1) Annexes within the Main document are



Annex 1	-	Vendor Profile Matrix
Annex 2	-	Tender Application Form
Annex 3	-	IPT Declaration by Vendor/Contracting Party
Annex 4	-	Sample Banker's Guarantee
Annex 5	-	WSH Rules and Regulations
Annex 6	-	Non Disclosure Agreement
Annex 7	-	Sample Agreement
Annex 8	-	Supplier Code of Conduct
Annex A-D	-	Scope of Work
Annex E	-	Layout
Annex F	-	Pricing Table



section 2: Schedule of Events

EVENT	DATE
Questions from Vendors	20 th Sep to 7 th Oct 21
SATS' Responses to Questions	21 st Sep 21 to 8 th Oct 21
Submission of Proposal	12:00 Noon SIN Time, 11 th Oct 2021
Vendor Presentation (onsite at SATS Premises) – tentative	14 th Oct to 15 th Oct 2021 (TBC)
Appointment of Vendor(s)	Not more than 3 months from date of submissions

3.1 Contact Person

If there is a need to seek clarifications, requests shall be sent as an attachment in Microsoft Word document to:

Ernest_limla@sats.com.sg

ALL communications between the Vendors and SATS and/or its subsidiaries shall be through the above email address.

When submitting questions, the identity of the Vendors' representative must be clearly indicated. The email shall in such cases, follow the format as stated below:

- (1) Name of Vendor;
- (2) Date of submission; and
- (3) Document Number e.g. Vendor XXX, --, Document 1 of 1 etc...

as to clearly specify how many email(s) and attachment(s) constitute the full proposal. All questions must be sent to SATS and/or its subsidiaries before the deadline indicated in *Section 2: Schedule of Events*. SATS and/or its subsidiaries will respond to the questions in writing. All the questions and the corresponding responses prior to the Submission of Proposal date will be made known to all Vendors (where possible) without revealing the identity of the source of the questions.

If the solution includes a partnership of service providers, the Prime Vendor will be the sole party that communicates with SATS and/or its subsidiaries during the Tender process.

3.2 Project Briefing (Compulsory)

Please submit the attendees' details to the above email address.



Attendees are required to exchange their NRIC or Passport for Visitor Pass at the respective SATS location(s) stated in Section 2 of this document.

Do note that any changes to the attendees list must be submitted to SATS at least three (3) working days prior to the Vendor briefing for security clearance. Tentative date TBA.

3.3 Tender Submission

The Tender must complete and sign the following documents of Appendix C:-

- a) Annex 2 – Tender Application Form
- b) Annex 6 – Non Disclosure Agreement
- c) Annex C – Pricing Table
- d) Interested Party Transaction declaration form duly completed and signed by the Tenderer.

The Tenderer, please note that you will be required to send your submission by email to the following secured email account:

SPS_Procurement@sats.com.sg

Your email must have the following:

- 1) In PDF file format
- 2) Have an email subject header:
 - a. Re: Tender Ref: CT2109B019 - Consultancy for Construction of Shed for Centralised Handling of Built Up Cargo Acceptance and Delivery
- 3) Attention To: Manager, SATS Procurement Services
- 4) And to reach him not later than 11 October 2021, 1200 hrs, Singapore Time.

Important:

Your email must only be sent to the stated secured email address and you must not copy your submission to any SATS staff including me or anyone copied in this email.

Failure to do so may result in the tender being disqualified by the Company, unless otherwise determined by the Company.

Late submissions will not be accepted.

3.4 Evaluation Criteria

The proposals will be evaluated based on the following factors (including but not limited):

- Overall value; i.e. cost versus benefit to SATS and/or its subsidiaries;
- Point-by-point responses to the Scope of Work;
- Completeness of your solution;
- Technical Expertise;
- Prior Experience; and
- Any Value Added Services



The evaluation process may include telephone calls to your references (clients) to verify claims made by your company. Reference sites with the closest match to SATS' and/or its subsidiaries network will be preferred.

The short listed candidates may be asked to present their Tender Submission on-site at SATS and/or its subsidiaries. SATS and/or its subsidiaries will provide the necessary facilities for the presentation but all other expenses incurred by the Vendors in making the presentations will be borne by Vendors.

Agenda for the presentation will be sent beforehand to enable the short-listed Vendors prepare for the Vendor presentations. Vendors must adhere strictly to the agenda and time allocated to complete the Vendor presentation.

3.5 Terms and Conditions of Tender

The responses (including clarifications) to this RFP are expected to be included in the Contract should the Tender bid be successful.

3.5.1 General Conditions

SATS and its subsidiaries reserve the right to discontinue with the RFP process at any time and make no commitment, implied or otherwise, that the RFP will result in a business transaction with one (1) or more Vendors.

SATS and/or its subsidiaries are not under any obligation to pay Vendors for information received. This RFP does not commit SATS and/or its subsidiaries to pay for any costs incurred by Vendors in responding to this RFP, nor does it commit SATS and its subsidiaries to procure products and/or contract for services.

3.5.2 Terms of Application

Application of Tender by Vendors constitutes acceptance by Vendors of all terms and conditions printed on this form and all other attachments hereto.

Upon acceptance of the Tender Documents, Vendors undertake to submit their proposal by the allotted time unless the Vendor(s) declares in writing, prior to the Submission of Proposal date, their intention not to bid for the Tender.

If the Vendor is a corporation, the **Annex 2** (Tender Application Form) must be signed by an authorized officer of the corporation and stamped with the name of the corporation. No alteration in the **Annex 2** (Tender Application Form) is allowed.

Vendors shall undertake the preparation of their Tender Submission at their own cost including travel to Singapore, if any, during the Tender process.

3.5.3 Tender Amount

Numbers shall be stated in writing and in figures.

The pricing for the products to be supplied or services to be rendered shall be exclusive of any Goods and Service Tax ("GST"), i.e. prices quoted shall not include any GST component.

The amount tendered by the Vendor and filled in the space "TOTAL AMOUNT TENDERED" on the **Annex 2** (Tender Application Form) shall be the amount agreed to upon appointment of the successful Vendors. The amount shall not be varied in any way, unless mutually agreed in writing.

Unless otherwise provided in any supplement to these instructions, Vendors shall not modify their Tender Submission after the Submission of Proposal date. The price quoted shall be treated as the last price the Vendor is prepared to offer. Vendors should therefore quote their best and last price.



Notwithstanding the above, should a change in specifications occur after a Tender has been called and such change may have an effect on price, SATS and/or its subsidiaries may under such circumstances revise the price with the Vendors.

Vendors may not amend their bid price during the Contract period. Any increase in costs of production or in any other aspect may not be passed on to SATS and/or its subsidiaries by way of an increase in the awarded price or a change in the products and/or services to be provided.

Without limitation all permits, licenses, royalties and fees whatsoever claimable by or payable to any person, firm or corporation or government or in connection with an invention or patent used or required to be used in connection with Vendors obligations under this Tender are for the account of Vendors and shall not be charged to SATS and/or its subsidiaries.

3.5.4 Vendors' Responsibility

Vendors shall undertake the preparation of their Tender Submission at their own cost including travel to Singapore, if any, during the Tender process. The Submission of Proposal represents that the Vendors have read and understood the Tender Documents.

3.5.5 SATS' Obligations to Vendors

SATS and/or its subsidiaries will assist Vendors whenever and wherever possible in determining local conditions and clarification of the Tender Documents.

SATS may reject any, part of, or all Tender Submission and waive any informality or irregularity in any Tender Submission received. No reason shall be given to any unsuccessful Vendors for not being awarded the Tender.

3.5.6 Compliance to Requirements, Standards and Guides

Vendors shall comply with all business and technical requirements, standards and guides specified in the RFP unless otherwise stated in accordance with *Section 4: Format of Proposal, Part 5: Proposed Solution*.

Vendors are to comply with industry best practices and standards associated with (including but not limited to):

- Project management
- Building design

3.5.7 Acceptance of Tender

SATS and/or its subsidiaries shall not be bound to accept the lowest of any Tender Submission nor is it liable for any claim for whatever costs that may be incurred in the preparation of the Tender.

SATS and/or its subsidiaries reserve the right to accept and award the whole or part of the Tender Submission.

3.5.8 Notification of Vendors

All Vendors will be notified of the award as soon as approvals by the relevant committees have been given.

3.5.9 Award of Tender

All sub-contractors or assigned Vendors shall be named within the proposal. SATS and/or its subsidiaries reserve the right to reject sub-contractors or assigned Vendors without giving reasons,



whereby the Vendors will have no right to make changes to the final price in terms of compensation and/or replacement.

SATS and/or its subsidiaries may, at their discretion, award part of the products and/or services to other Vendors. Vendors are obliged to co-operate with each other including working with SATS' and/or its subsidiaries' Vendors to deliver a solution that complies fully with the overall system (business and technical) specifications as specified in the RFP.

3.5.10 Contract

The successful Vendor is required to enter into a Contract with SATS within fourteen (14) days from the award of the Contract, failing which SATS reserves the right to award the Contract to another Vendor.

3.5.11 Security Deposit

The successful Vendor shall pay a deposit equivalent to five percent (5%) of the annual value of the Contract as Security Deposit.

If the security deposit is \$2,000 and above, a banker's guarantee valid for the period of contract will be acceptable, provided such guarantee undertakes to meet all claims arising during the period of Contract.

This deposit shall be retained for the duration of the Contract and shall, after liquidated damages, if any, have been deducted, be refunded to the successful Vendor at the end of the Contract. No interest shall be paid on the deposit. The template shown in **Annex 6** (Sample Banker's Guarantee) must be complied with.

3.5.12 Communications

After the application closing date, the Vendors shall not communicate directly or indirectly with SATS or any of the employees of SATS in regard to the progress of the Tender (unless otherwise specifically stated within the Tender Documents).

SATS shall communicate the results of the Tender to the Vendors in writing.

The breach of this term and condition by the Vendors, their employees or agents shall render the Vendors to be disqualified from this Tender exercise or any future tender exercise.

3.5.13 Conformance with Agreed Specifications

All works must be carried out in accordance with the Tender Documents that have been agreed to by SATS and/or its subsidiaries and Vendors.

By submitting the Tender, Vendors agrees to assign to SATS any intellectual property rights that subsist in or arise from the deliverables and related documentation created or otherwise developed pursuant to this Tender.

If Vendors do not agree to the assignment, they must explicitly specify the reasons in the RFP submission, subjected to approval by SATS.

3.5.14 Gifts, Inducements and Rewards

Vendors are advised to refrain from offering gifts and rewards in any form or manner to any SATS employee in relation to the obtaining or execution of any contract with SATS, whether or not the like acts are performed by the Vendors or persons acting on his/their behalf with or without the knowledge of the Vendors.



SATS shall terminate the Contract, forfeit the deposits and debar the Vendors for any appropriate period of time if it is proven that the Vendors has offered and/or given gifts and rewards in obtaining or in execution of any contract.

3.5.15 Date Compliance

The Services and/or Hardware and/or Software are and will be free from date compliance problems and the performance or the functionality of the Services or obligations to be performed under the Tender and Contract shall not be affected, impeded or interrupted by the entry or processing of any data value or date dependant function, whether such date is past, current or future.

3.5.16 Payment Terms/Scheme

Vendors will follow the Payment Terms/Scheme as stated below (subjected to further changes by SATS):

Upon signing of formal contract	10% of Tender Amount
Upon delivery of design	20% of Tender Amount
Upon partial completion (monthly based on progress)	Total of 60% of Tender Amount
Upon Completion of Acceptance	5% of Tender Amount
Upon expiry of warranty	5% of Tender Amount

SATS and/or its subsidiaries have the right to terminate the Contract signed between SATS and/or its subsidiaries and the Vendors at any time giving thirty (30) days prior written notice. Should this occur, SATS and/or its subsidiaries will pay for work rendered up to date of termination.

SECTION 4: FORMAT OF PROPOSAL

Each proposal should be structured in a clear, straightforward manner and in accordance with the outline of the respective sections herein. Vendors should exercise care to present only realistic, attainable commitments in their proposal.

Non-compliance to meeting any requirements must be specifically stated with reasons by the Vendors.

Part 1: Tender Forms

All Forms stated below must be presented in the format listed herewith and signed by an authorized signatory.

Enclose within:

1. **Annex 2** (Tender Application Form),
2. **Annex 3** (IPT Declaration by Vendor/Contracting Party)

For Form 3 stated above, to comply with Chapter 9A of the Listing Manual of the Stock Exchange of Singapore – Interested Person Transactions (IPT), declare whether your company is affiliated with Temasek Holdings Pte Ltd (owned by the Government of Singapore) or any of its subsidiary/associated companies.

Part 2: Non-Disclosure Agreement (NDA)

Enclose a copy of the duly signed NDA in this part.

SATS and/or its subsidiaries reserve the right to share your response to the RFP with its advisors, if required.



Before commencing work for SATS and/or its subsidiaries, employees/subcontractors of appointed Vendors will also be required to sign “**Annex 6** (Individual Non-Disclosure Agreement)”. .

Note: Vendors must have Non-Disclosure Agreement(s) with their sub-contractors.

Part 3: Vendor Profile Matrix

Enclose the completed **Annex 1** (Vendor Profile Matrix) in this part. Please note that it is not acceptable to reference the relevant sections to e.g. websites, financial reports etc. Kindly fill in the required details.

Do note that incomplete information could lead to disqualification.

Part 4: Executive Summary

Summarise the salient points of your proposal in no more than two (2) pages. Briefly describe your proposal and how it will meet the requirements of the RFP.

Part 5: Proposed Solution

The proposal should reflect the full understanding of all sections within the RFP.

Provide a complete point-by-point response in ALL sections. Include any additional information you deemed necessary to support your proposal, explaining how the proposed system would handle each requirement.

This complete point-by-point response shall be done in a form of a Compliance Table as shown below, for the RFP documents:

Para. No.	SATS Requirements	Compliance	Remarks
2.14	Award of Tender		
2.14.1	Any subcontractors or assigned Vendors shall be named with the Tender Submission. [SATS] reserve the right to reject subcontractors or assigned Vendors without giving reasons, where Vendors will have no right to make changes to the final price in terms of compensation and/or replacement.	Y	

Vendors should enter a “Y” (Yes) or “N” (No) to indicate if it complies with the RFP requirement as written.

Vendors who do not comply with an RFP requirement exactly as written must enter an “N” in the “Comply (Y/N)” column and propose changes to the original RFP Requirements to clearly indicate the changes to the original RFP Requirement.

** Compliance with the T & Cs of the Contract will mean no change to the wordings of the clauses stated therein.

Describe how other Vendors or Vendors products, if any, will be integrated into your solution processes.



Describe the approach, processes and methodologies that you will be using in the system you are proposing.

Proposal could include:

- Layout Diagrams;
- Architecture diagrams and description;
- Project management process/methodology, deliverables (e.g. project status etc.) and schedule;
- Project organization structure and profile of key project team members (e.g. Management oversight, Project manager, Project leader);
- Quality management plan;
- Risk list and mitigation plan;

State:

- All assumptions and constraints explicitly.

State the time frame and schedule, from initiation till completion, for delivery of each (where possible) of the requirements.

The Service Level Agreement provided within this RFP must be complied to during the Warranty Period.

Specify the notification period for commencement of any future development work.

Part 6: Prior Experience

Vendors must provide extensive details of a minimum of two projects, which they have relevant experience in. These must be similar to the nature of this Tender.

**Part 7: Pricing/ Payment Terms**

For work covered in this RFP, Vendors must submit a fixed fee proposal (provide price breakdown where possible) within the (Pricing Table) below.

Software licenses and maintenance must be fixed for five (5) years and subsequent annual increase pegged to the CPI in Singapore subject to a maximum increase of one percent (1%), whichever is lower.

Provide a standard man-day and man-month rate to be used in the commercial proposal for all future development work. This standard man-day and man-month rate will be effective for the duration of the Contract. Any assessment of Change Requests effort must be made free-of-charge to SATS and/or its subsidiaries.

All prices should be quoted in Singapore Dollars (SGD).

Provide a validity period of six (6) months from the deadline for Submission of Proposal.

Vendors shall bear any withholding tax, if applicable.

Part 8: Approach

The Vendor is expected to give a presentation and organise workshops with SATS for us to understand the design. SATS may choose to change parts for a change the design and request for a requote.

If the scope of work is revised substantially a requote will be carried out. The requote may require that the work be carried out in phases so that operations can transition to the new design,

ANNEX A – GENERAL SPECIFICATIONS (SCOPE OF WORK)**Project Description**

To build a shed to centralize Built-up pallet acceptance and delivery. With the building of the BUP centre, we will be able to free up current warehouse spaces at AFT 1-6 to increase our cargo handling capacity and enhance safety on the landside roadway.

1 INTRODUCTION

- 1.1 The specifications explain the detailed scope of works, requirements and technical specifications for Design and Project Management of the new Covered Bulk Unitization Program (BUP) Centre at **Changi International Airport**.
- 1.2 Notwithstanding any approval given by the Company, the Tenderer shall still be responsible for the adequate completion of the Works.
- 1.3 The Tenderer shall perform all Works as specified in the Specifications. All items necessary for the efficient, stable and satisfactory completion of the Works shall be included in the Contract Price, including any preliminaries and Professional Engineers (PE) supervision and certifications if deemed necessary.
- 1.4 Works mentioned, but not described in the Specifications, or not shown on the layout shall be included in the Contract Price in the same manner as if these had been described in the Specifications.
- 1.5 Due to the lack of as-fitted drawings, it shall be the responsibility of the Tenderer to ascertain for himself the nature and extent of works that is required to complete the installation works and proper operation of the system.
- 1.6 In the event of any discrepancy with the Specifications, the more stringent requirement shall be deemed applicable. The Tenderer shall bring such discrepancies to the Company's attention and for his decision on the prevailing requirements.

2 PROJECT SCOPE AND DESCRIPTION**2.1 General**

- 2.1.1 The Company intends to design and construct the BUP at Changi Airport
- 2.1.2 The Tenderer submission shall include budgetary quotes for all works with the fee for consultation/design/project management in their submission.
- 2.1.3 The Tenderer can propose to carry out all the works or carry out a tender for the works to be contracted out. The preferred mode of work shall be spelt out in their submission.
- 2.1.4 Prepare a preliminary estimate or estimates of Total Project Construction Cost to enable SATS to determine viability of the Project.
- 2.1.5 The Tenderer shall be fully responsible to coordinate closely with the Company's authorised representative to ensure works are done smoothly in accordance with the Project Schedule in **Annex B**.

The Works shall adhere to, but not limited to the following specifications described in **Annex A and C**.

2.1.7 The Tenderer shall submit quotation for the Works in **Annex C** for the Company's consideration. Where the works are to be tendered out or there is insufficient clarity, a budgetary quote is required.

2.1.8 The works shall be **measurable** and the Tenderer is expected to make progressive comparison of **before and after installation**. Progress reports shall be furnished.

2.1.9 **All necessary labour, tools, materials and equipment** shall be provided by the Tenderer.

2.2 Hacking and Making Good

2.2.1 All necessary protection against damages or loss to equipment (whether installed or brought on Site) shall be carried out by the Tenderer.

2.2.2 The Tenderer shall take due care when drilling, hacking or cutting away existing facilities, and ensure that no adjacent facilities are unnecessarily damaged in any way. Any work damaged will be made good entirely at the expense of the Tenderer.

2.2.4 Touching up of paint is required in areas where the paintwork has been affected.

2.3 Inspection and Replacement of Defective Work

2.3.1 At any time during or after the execution of the works, the Tenderer shall, at the request of the Company and within such time as the Company shall name, open for inspection any Works that are covered up. If the Tenderer fails to do so, the Company can employ other contractors to do so. All expenses incurred shall be borne by the Tenderer.

2.3.2 If works done are inadequate, of poor workmanship or inferior materials, or in any way substandard, the Tenderer shall rectify the works at no cost to the Company.

2.4 Workmanship

2.4.1 All works shall be carried out in accordance with the best engineering practices by qualified and experienced personnel of appropriate skills and qualifications.

2.5 Completion of Work

2.5.1 The Tenderer shall leave every part of the Works included in this contract in a clean, sound and perfect condition, free of all flaws, cracks settlement whatsoever upon completion.

2.5.1 All sites and working areas shall be swept and tidied, and all construction equipment and materials and discarded materials shall be removed from the site.

2.6 Compliance

2.6.1 To allow evaluation on a common basis, the Tenderer shall submit his quote based on full compliance with the Specifications. Failure to comply with this requirement will invalidate the quote submitted.

2.7 Warranty

- 2.7.1 The Tenderer warrants that the Works shall be free of defects for a period of **not less than 12 months upon commissioning or as specified in the technical data specification.**
- 2.7.2 Any fault due to design, materials, workmanship or structural faults which may be observed during the warranty period shall be made good by the Tenderer at its own expense, which shall include the cost of labour and replacement of parts.
- 2.7.3 The Tenderer shall warrant that the Works comply with all relevant statutory provisions including approved building codes, fire prevention codes, safety codes of local Laws and authorities, and all pertinent statutory provisions issued by the Singapore government authorities.
- 2.7.4 Tenderer shall be contactable requiring urgent and emergency attendance at site to any defect and/ or fault encountered during operation for any rectification works during Warranty Period.

2.8 Miscellaneous

2.8.1 The Tenderer shall, at its own costs :

- a) Attend site meetings for site coordination as required.
- b) Do all possible in order not to hinder, obstruct or delay operations in any way.
- c) Report immediately any damage or loss done to the Company's building structures, services or finishes.

2.8.2 The Tenderer shall not

- a) Load any concrete structure, which has not achieved maximum strength without the Company's authorised representative's approval.
- b) Store materials on site in areas other than those allocated to the Tenderer without prior approval by the Company.

3 **STANDARDS AND REGULATIONS**

- 3.1 The whole Works covered by these Specifications shall be carried out strictly in compliance with the requirements of the Regulations and Acts and other relevant authorities, and to the prevailing requirements of the various codes and standards in the Singapore.
- 3.2 All electrical works, material and equipment shall comply with the following:
- a) All relevant Standards
 - b) Electrical Regulations
 - c) Airport Regulations
 - d) Any other Rules and Regulations in operation
- 3.3 All materials supplied shall conform to applicable British Standards and comply with Singapore standards.

ANNEX B: PROJECT SCHEDULE (SCOPE OF WORK)

- 1.1 The Tenderer shall submit a list of personnel who will be performing the Works before commencement of work.
- 1.2 The Tenderer shall submit their proposed schedule to the Company (target completion within 6 months from letter of award). One key evaluation factor will be meeting of the timeline.

Proposed Schedule

S/No	Description	Duration
1	Preliminary Study	1 month
2	Conceptual Design/Design Development	
3	Tender/ Tender Documentation Period	
4	Tender Evaluation and Report	
5	Award Main Contractor	
6	Main Contractor Mobilization	
7	Construction Period	3 months
9	Approval and handover	1 month
	Total	5 months

**ANNEX C: BREAKDOWN OF PRICES, PRICE SUMMARY, SCOPE AND PAYMENT
SCHEDULE (SCOPE OF WORK)****1 CONTRACT PRICE AND PRICE SUMMARY**

- 1.1 The total Contract Price shall include all Works specified in this Agreement, and the total Contract Price is (excluding prevailing GST, if any).

2 PAYMENT SCHEDULE

- 2.1 Under the contract, the payment will be honoured within 60 days of the receipt of invoice and certification by the Company's personnel in charge for its release.

3 BREAKDOWN OF PRICES

- 3.1 The Tenderer shall perform the Works listed below and provide the corresponding prices:

S/NO	DESCRIPTION	AMOUNT (S\$)
A Design, Consultancy and Project Management		
A1	Architectural Services	
A2	Project management and supervision	
A3	M&E Services	
A4	Civil & structural services	
A5	Quantity surveyor services	
Total Cost for Above		

Include soil investigation, underground services detection and topo

B Construction of Building, M&E and other Works		
B1	Budgetary costs	

Include soil investigation, underground services detection and topo

B Construction of Building, M&E and other Works		
B1	Budgetary costs	

ADDITIONAL EXPENSES

In addition to the Tenderer's fee, SATS shall reimburse the Tenderer the following approved expenses:

- .1 Search, processing, endorsement, plan and submission fees as charged by statutory departments.

SCOPE, UNIT PRICES AND SCHEDULE OF PAYMENT

APPOINTMENT OF DESIGN CONSULTANT TO DESIGN FAÇADE, LAYOUT FOR THE CARGO BUP CENTRE , MANAGE PROJECT AND CONDUCT TENDERS FOR WORKS AS REQUIRED

Part A

1. PROJECT BRIEF

1.1 The project involves the following works:

1.1.1 To design the new Covered BUP Centre :

1.1.2 To assist in submission to authorities for approval.

2. SCOPE OF CONSULTANT'S SERVICES

2.1 The scope of consultant's service is specified in Part B

3 FEE PROPOSAL

3.1 The Tenderer must state clearly his professional fee for the project.

3.2 The fee proposal quoted shall be based on the comprehensive scope of services outlined in Part B.

3.3 The fee shall include the necessary professional fee of all trades required for the project, including full time supervision outlined in Part B.

3.4 The Fee shall be inclusive of reimbursable cost like as-built drawings, documentation, printing, facsimile, telephone charges etc.

3.5 The fee shall include underground service detection, Topography and soil investigation.

4 EMPLOYMENT OF RESIDENT SITE STAFF

The Tenderer shall appoint resident site staff for the efficient constant day-to-day supervision of all works executed at the work site. The cost of such staff including such expenses as are attributable to their employment and to their duties, shall be factored in the cost of project management.

5 SCHEDULE OF FEE PAYMENT

The schedule of fee payment shall be as follows:

	STAGE OF WORKS	PERCENTAGE FEE PER STAGE	CUMULATIVE PERCENTAGE OF TOTAL FEE
1	Upon Confirmation of Appointment	10%	10%
2	Design Development Stage Upon Completion of Drawings & Specifications	20%	30%
3	Construction Stage To be paid in monthly equal instalments	60%	90%
4	Completion Stage Upon Issuance of Completion Certificate	5%	95%
5	Upon expiry of warranty	5%	100%

Proposed fees for the above scope of services and duties based on a sum of **xxxxxx**

Part B

SCOPE OF TENDERER'S SERVICES

1 The scope of services provided shall be Comprehensive and the fee quoted shall include but not limited to the following: -

1.1 Design and Contract Administration Services

- a) Professional service for architectural, structural, mechanical and electrical services
- b) Formulating of Design brief with appropriate construction method and suitable program
- c) Preparation of Design Drawings
- d) Preliminary Cost Estimate.
- e) Presentation of proposal/design to management
- f) Submission and obtaining approvals from Landlord and Local Authorities where necessary.
- g) Contract administration and site supervision.
- h) Conduct comprehensive hand-over inspection upon completion of work.
- i) Preparation of defect checklist and follow up with contractors on the rectification works.
- j) Provision of 2 sets of as-built drawings and technical manual to SATS upon completion of project, which shall include one set of CD-ROM using AutoCAD release latest version
- k) Attendance to follow up on rectification and other project matters during Defect Liability Period (DLP). The DLP for the project shall be 12 months from the date of project completion.

2. **Preliminary & Conceptual Design Study**

- 2.1 Conduct all necessary searches and investigations on the planning and statutory restrictions to the Project and report/document on the availability of services, utilities and other locational peculiarities of the site to enable the proper design and execution of the Project.
- 2.2 Ascertain the requirements and limitations of the works. Advise potential constraints of the project so that SATS has the necessary information to decide whether to proceed with the next stage of the project.
- 2.3 Prepare project schedule for the overall project period for inclusion into SATS overall master programme.
- 2.4 Develop feasibility report and conceptual design layout.
- 2.5 Pre-consultation with local authorities, submission of plans to the Competent Authority and various relevant authorities for the purpose of obtaining Planning Approval.

3. Design Development

- 3.1 Prepare all necessary drawings, material specifications and other related documents on behalf of SATS, in the application of planning and building plan approvals from the appropriate authority.
- 3.2 Conduct regular design co-ordination review meeting with SATS for their acceptance.
- 3.3 Submit, on behalf of SATS, applications of land-use re-zoning approvals (if required), planning approval and building plan approvals from the appropriate authorities.
- 3.4 Carry out comparative cost studies for alternative designs, materials and methods and construction.
- 3.5 Prepare final cost plans based on approximate measurements indicated in the architectural, civil and structural plans.

4. Tender /Tender Documentation

- 4.1 Prepare and draw up or direct, coordinate or commission the preparation and drawing up of all necessary architectural, civil, electrical, mechanical, sanitary and structural engineering and other designs, details, drawings, plans and specifications in conformity with the requirements of the Project as defined in the project brief, and elaborate and clarify on such designs, details, drawings, plans and specifications as may be necessary for the execution and completion of the Project.
- 4.2 Advise SATS on appropriate invitations to and forms of tender, and conditions of and specifications for a contract to enable SATS to invite tenders and to secure an appropriate Contractor for the Project.
- 4.3 Advise and assist SATS on queries submitted by the tenderer(s) in relation to the tender documents/contract for the works involved in the Project.
- 4.4 Advise SATS on the selection of tenderer(s) for carrying out all construction and ancillary works for the Project, tenderer's price and estimates, and on the acceptance of an appropriate tender by SATS.
- 4.5 Advise SATS on and prepare contracts for all construction and ancillary works relating to the accepted tenderers for the Projects.
- 4.6 Examine and advise on all necessary matters in connection with any matters requiring the Architect's approval under the building contract.
- 4.7 Advise on tendering procedures and contract arrangements in accordance with SATS' procedures, including the advice for the preparation overall Project Construction Schedule.

5. Construction & Installation

- 5.1 Together with SATS, the Tenderer shall also supervise the construction, execution and completion of the Project, and ensure that the Project is completed and accepted, and for this purpose, make such periodical site visits as may be necessary.
- 5.2 Check, examine and advise SATS on the characteristics, condition, performance and state of equipment used for the construction, execution and completion of the Project.
- 5.3 Advise on the proper construction, execution and completion of the Project.

- 5.4 Initiate and issue instructions for all necessary variation to the building contract, provided that no material alteration of or deviation from the approved design shall be made without SATS' consent in writing unless the same is absolutely necessary for constructional reasons, in which event SATS shall be informed of the same without delay.
- 5.5 Provide solution on all necessary variations and discrepancies in the design and drawings.
- 5.6 Advice on the estimated costs of any proposed additional works or variations.
- 5.7 Examine and approve the contractor's claims for payments under the building contract and particulars of such claims
- 5.8 Supply information and documents pertaining to construction works to contractors, sub-contractors and persons directly involved with the Project and who may reasonably require the same.
- 5.9 Assist SATS in settling any dispute that may arise between SATS and contractors.
- 5.10 Provide a suitable means for development control in the execution of the Project and deliver to SATS on request such information as is connected with or as arises from such means of control
- 5.11 Check, examine and advise SATS on claims submitted by the tenderer in relation to any extension of time due to acceptable reasons.
- 5.12 Conduct all necessary checks on construction methods, materials submission and proper execution of works, control and approve accordingly and advise SATS of any eventuality that may affect the project.
- 5.13 Advise SATS on the Supervisory Organization required by the relevant Authority and further check on the compliance by the tenderer.
- 5.14 Assist and advise SATS on the engagement of Site Staff requirements in compliance with the relevant Authority's requirements.
- 5.15 Perform and render all necessary services and work, which are customarily provided by an architect, to take the Project to a satisfactory and successfully completion.
- 5.16 Carry out topographical study, soil investigation and underground service detection to map out the underground services

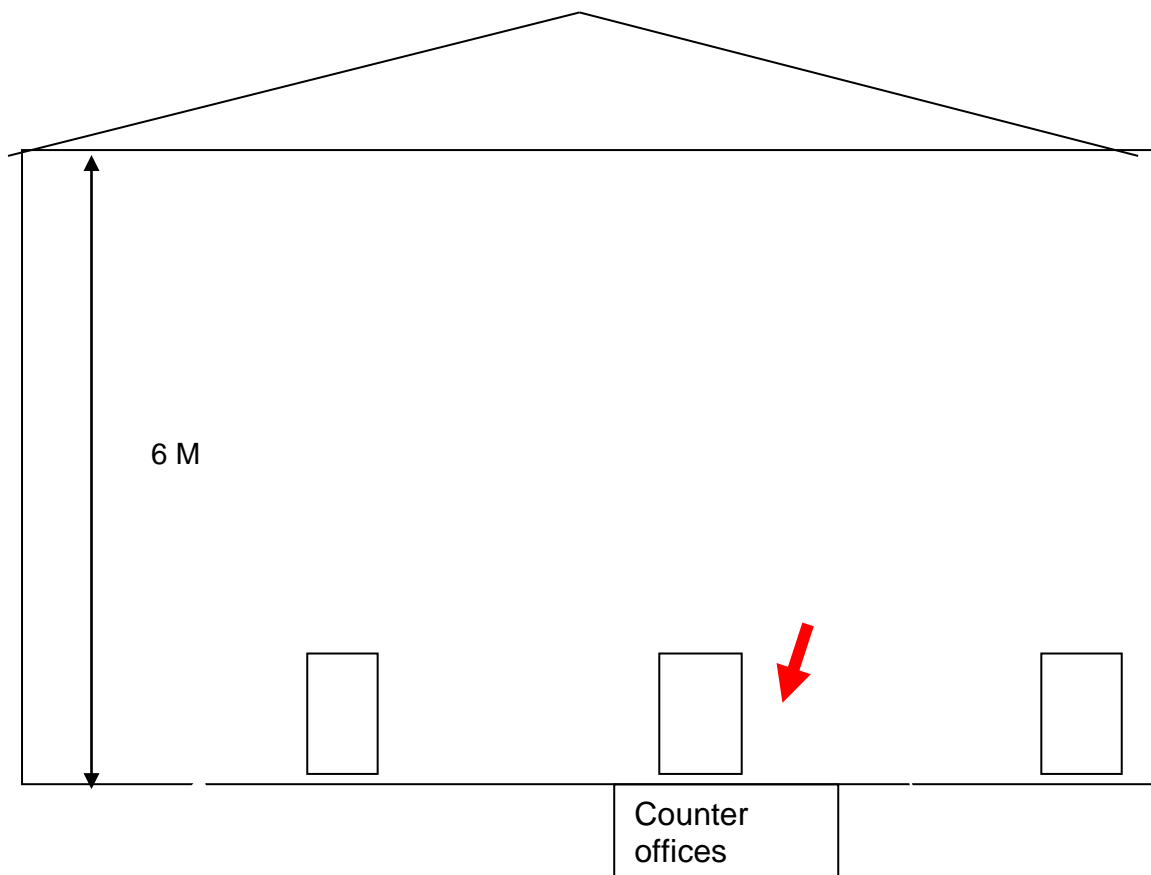
6. Final Completion

- 6.1 Witness and approve where required acceptance tests of the works on the site.
- 6.2 Inspect facility for compliance to design intent and function
- 6.3 Prepare the final valuation and or final accounts for the works where necessary
- 6.4 Participate in the review of contractors' final payment and settlement of final accounts for the project.
- 6.5 Participate in the final inspection of the project and make recommendation to SATS in respect of the release of retention money to the contractors upon expiry of the defects liability period of the contract.

ANNEX D: SITE AND BUILDING REQUIREMENTS (SCOPE OF WORKS)

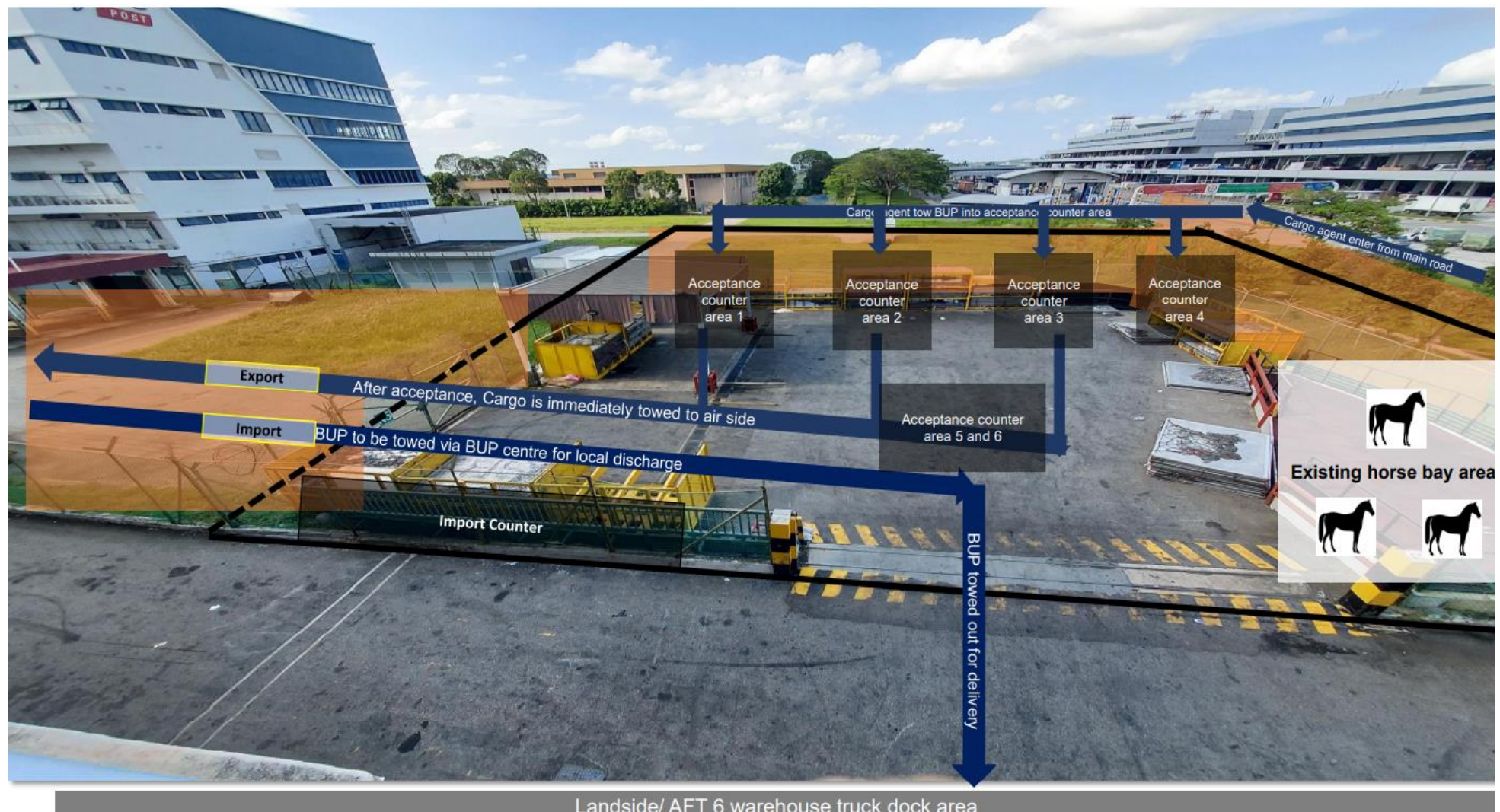
1. The location of the building will be in Changi Airport
A sketch of the layout of the location is attached in Annex E
2. The BUP Centre and slab for circulation and access is to be built within 3 months.
3. Underground services should not be affected and to be re-routed or avoided. (currently no drawings available)
4. Widening of access road may be required
5. Existing Horse exercise area may need to be relocated or improved upon
6. Pits for weighing scale installation is required
7. Elevations

The building is single level without columns in the middle, within the space outlined in yellow





ANNEX E – LAYOUTS



Current area: 663sqm (26m by 25.5m)



To-be area: 2800sqm (40m by 70m)

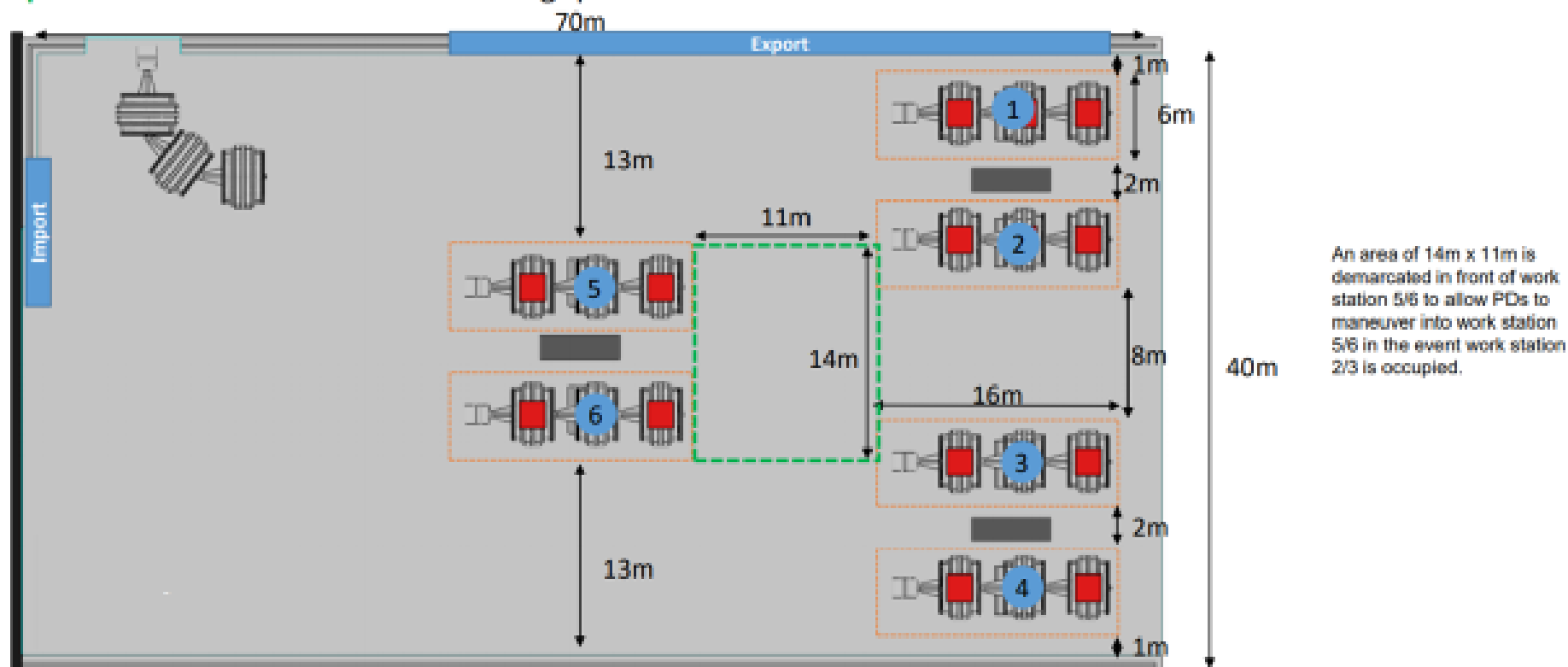


Horse bay area: Approx 87sqm (5.8m x 15m)

<Restricted>

BUP Layout Scenario

- Based on the simulation by Technology, the BUP Centre can accommodate up to **6 acceptance work stations** and **1 Import work station** with sufficient moving space for tractors and dollies.

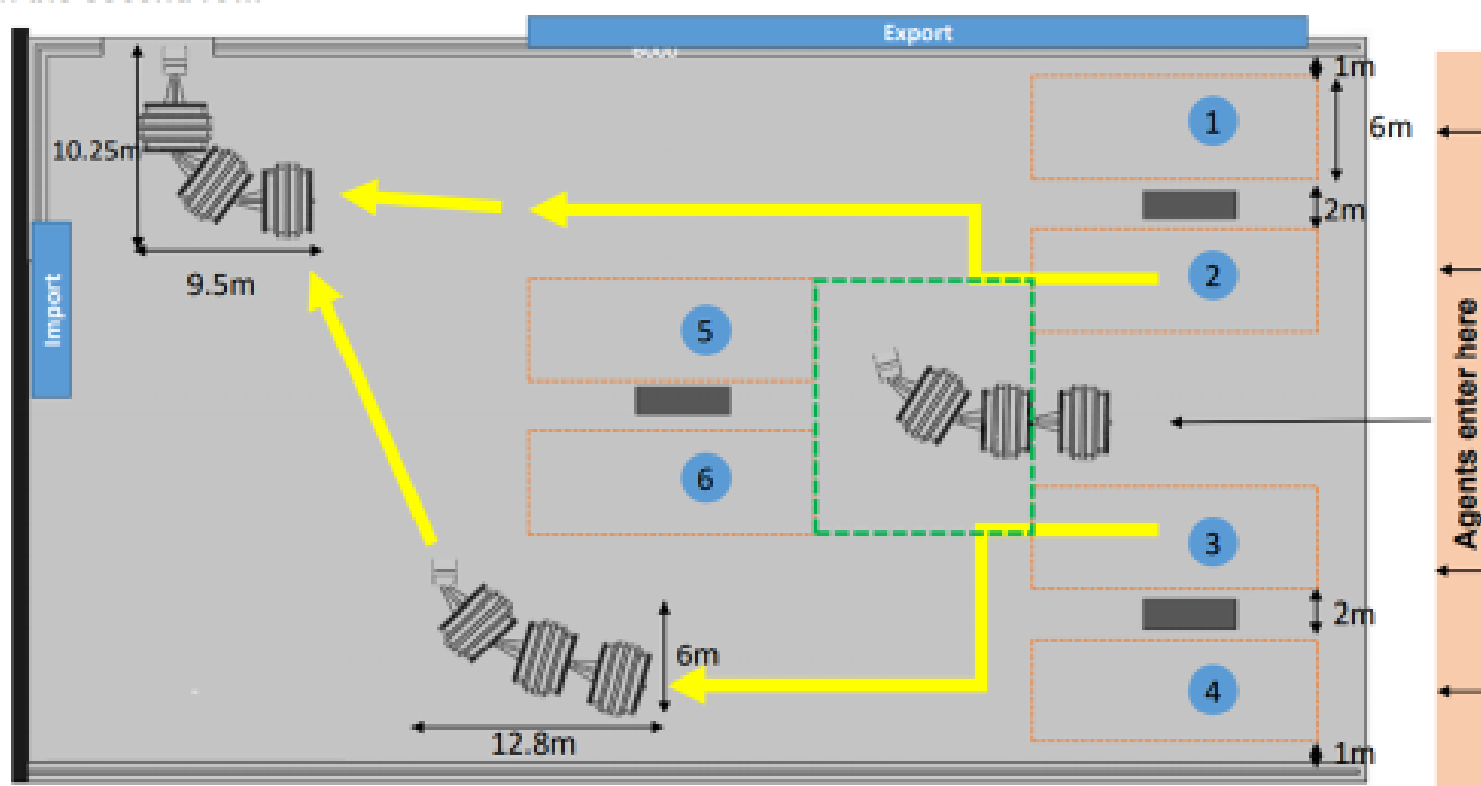


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BUP Layout Movement

- Agents will enter the BUP Centre from the Singpost road way and move into either Counter 1-4 in the first row or Counter 5-6 in the second row.



ANNEX F – PRICING TEMPLATE

In order to expedite the tender evaluation and award process, Vendors must provide a fixed fee proposal using the template below.

Provide a validity of 6 months from the date of proposal.

State all assumptions, constraints and service level made in the price quotation. Vendor must clearly list out which functions are not included in the pricing proposal, if any.

All prices should be quoted in Singapore dollars (SGD) and all prices are to exclude GST and after discount.

Vendor should also provide a one-time purchase or a leasing model to spread the cost of ownership over a period of 3 to 5 years.

Item	Unit Cost	Quantity	Purchase Cost	Remarks
1. Design				
2. Project Consultancy				
3. DLP peirod support				
4. Miscellaneous				
5. Topo,underground services detection and soil investigation				


Should there be any additional items, please append to the pricing tables.

ANNEX 1: VENDOR PROFILE MATRIX

Please complete the Matrix briefly (URLs are not acceptable). Additional information can be given as an attachment and / or in the relevant parts of your tender proposal.

Category/Section	Description
Corporate Information	
Company's Name and Address	
Year of Incorporation	
Parent Company Name and Address (if any)	
Mission and Direction	
Core Competencies/Business	
Revenue for the 3 most current year-end periods	
Net Profit for the 3 most current year-end periods	
Technology/Business Partner	
Contact Person's Name, Job Title, email address, mobile & DID contact no., fax no.	
Attendees to Project Briefing (if applicable) A maximum of three (3) representatives are allowed to attend the project briefing. Each organisation being represented must submit the Non-Disclosure Agreement (NDA). List the attendees' name, job title, NRIC / Passport No., vehicle no. (if any) and organisation name	
Experience	
Relevant Project Experience - number of years - state the projects title (a brief description can be given as attachment)	
Gateway Services Project Experience - state the projects title (a brief description can be given as attachment)	
SATS Project Experience - state the projects title (a brief description can be given as attachment)	

Category/Section	Description
Relevant Customer Reference - list three (3) references	
Others – please add or delete criteria if necessary	
Product Features	
Product Overview	
Technology Platform	
Years in Market	
Estimated Market Share	
Others – please add or delete criteria if necessary	
Resources	
Number of Staff Worldwide - Total - Technical (Consultant, Engineer, etc) - Post Implementation Support	
Number of Staff in Singapore - Total - Technical (Consultant, Engineer, etc) - Post Implementation Support	
State the number of staff and the total number of years for each technology skill set/design standard in: - MHS design - ICS design	
Others – please add or delete criteria if necessary	
Project Management	
Development Methodology Adopted	
Development Model (on-site/off-shore/ hybrid)	
CMM, ISO or equivalent Certification	
Others – please add or delete criteria if necessary	

	ANNEX 2 TENDER APPLICATION FORM	TENDER NO:CT2109B019
DESCRIPTION:PROJECT CONSULTANCY FOR CONSTRUCTION OF SHED FOR CENTRALISED HANDLING OF BUILT UP CARGO ACCEPTANCE AND DELIVERY		
TENDER CLOSING DATE & TIME: 11th Oct 2021, 1200 Noon 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. Secretary, Tenders Committee (Non-Foodstuff & Other Equipment)	
TENDER VALIDITY: 6 MONTHS FROM TENDER CLOSING DATE		
TENDERER'S FULL BUSINESS/CORPORATE NAME AND ADDRESS		
TENDERER'S GOODS AND SERVICES TAX REGISTRATION NO: <i> Please state "NA" if not applicable.</i>		
TENDERER'S CONTACT PERSON'S NAME, TELEPHONE NO, FAX NO AND EMAIL ADDRESS		

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 and the Agreement, 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.

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

Full Name and Designation of Tenderer's
authorised signatory

Date

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

~

ANNEX3 - IPT

DECLARATION BY TENDERER/CONTRACTING PARTY

TO: SATS 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.

ANNEX 4 – SAMPLE BANKERS GURANTEEE[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 Airport Services Pte 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]

ANNEX 5 - OHS**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.



Dated: 09 May 2018

ANNEX 6 - NON-DISCLOSURE AGREEMENT ("this Agreement")

Date:

To:

SATS Catering Pte Ltd
20 Airport Boulevard, Singapore 819659

In consideration of SATS Ltd (Company Registration No.197201770G), a company incorporated under the laws of [the Republic of Singapore] and having its registered office at 20 Airport Boulevard, Singapore 819659 (and which shall include its successors and assigns) (the "Disclosing Party") agreeing to make available Confidential Information (as defined below) to

_____ [name of the Receiving Party] (Company Registration No. _____), a company incorporated under the laws of [Singapore] and having its registered office at _____

_____ [registered office address] ("Receiving Party"), in connection with the Consultancy for the Construction of a Cargo BUP Shed (the "Project"), the Receiving Party hereby agrees and undertakes as follows:

1. Definitions

The following words and expressions shall bear the following meanings unless the context otherwise requires:

"Associate" means, in relation to any company, any other company which is its related corporation (as defined in the Companies Act (Cap 50) of Singapore) or its associated company, and "Associates" means any two or more of them.

"Confidential Information" means any and/or all information (including information of a commercial, technical, legal or financial nature) that has been or is hereafter provided to the Receiving Party or its Representatives by or on behalf of the Disclosing Party or any of its Associates, including by their respective Representatives, in the course of, for the purpose of and/or in relation to the Project; which contains, amongst other matters, any trade secrets, know-how, show-how, patents research, development or technical information, confidential and/or proprietary product or information, any information or matter comprising or containing part of the intellectual property rights of the Disclosing Party or any other person, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of the Disclosing Party and/or any of its Associates, marketing information, brochures, rates and rate tables, and/or contracts of any nature; regardless of form, format or media, including, without limitation, written or oral information reduced to tangible form or information in electronic form, whether or not marked 'confidential' or the like or expressed to be disclosed as confidential information; and "Confidential Information" also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, whether or not marked 'confidential' or the like or expressed to be disclosed as confidential information.

"person" includes individual, firm, corporation, association, trust or entity, incorporated or unincorporated.

“Representative” in relation to any party means any director, officer, employee, servant, agent, consultant, advisor (financial, legal or otherwise), auditor or insurer of that party and any of its Associates, and “Representatives” means any two or more of them.

2. Confidentiality Undertakings

2.1 The Receiving Party understands and agrees that all Confidential Information is of a strictly secret and confidential nature. The Receiving Party shall keep confidential and shall not disclose to any person:

- (i) any Confidential Information;
- (ii) that discussions are taking place between the Disclosing Party and the Receiving Party concerning the Project nor the status, terms, conditions or other facts concerning such discussions nor the contents of any term sheet or memorandum of understanding or memorandum of agreement that has been signed or is in the course of being prepared, discussed or finalised; and/or
- (iii) the identity of the Disclosing Party, whether by name or by any identifiable description, in connection with the Disclosing Party's actual or potential participation in the Project;

except with the prior written consent of the Disclosing Party or as otherwise permitted by the terms and conditions of this Agreement. The Receiving Party shall make use of the Confidential Information solely for the purposes of the Project or as otherwise provided in this Agreement, and (in any event and without limiting the generality of the foregoing) shall not use in any manner whatsoever, whether directly or indirectly, any of the Confidential Information for its own benefit or the benefit of any person or third party other than the Disclosing Party.

2.2 Without prejudice to the generality of the foregoing, the Receiving Party shall not copy, reproduce, distribute or part with possession of any of the Confidential Information and shall prevent unauthorised use or reproduction of the Confidential Information.

2.3 The Receiving Party may disclose the Confidential Information to such of its Representatives only on a strict “need to know” basis and solely to the extent necessary to carry out the purposes of the Project. The Receiving Party shall be liable to ensure that each of its Representatives to whom any Confidential Information is disclosed complies with the terms of this Agreement as if he or she was a party hereto, and enters into a legally binding written undertaking to this effect with the Receiving Party (or at the Disclosing Party’s request, with the Disclosing Party) prior to any disclosure of Confidential Information to him or her.

2.4 The Receiving Party shall keep the Confidential Information separate from all other documents and information the Receiving Party may hold and the Receiving Party shall ensure that proper and secure storage is provided for the Confidential Information and shall keep a record of the Confidential Information provided to the Receiving Party and/or its Representatives and of the location of the Confidential Information and of any person holding it.

2.5 The Receiving Party undertakes to protect and retain Confidential Information that consists of personal data in accordance with the provisions of the Personal Data Protection Act 2012 (No 26 of 2012 of Singapore). For the purposes of this clause, “Personal Data” means all data which is defined to be “personal data” under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) and includes

all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Receiving Party and/or its Representatives by or on behalf of the Disclosing Party or otherwise received or obtained by Receiving Party and/or its Representatives pursuant to, by virtue of, or in the course of the Project (whether before or after the execution date of this Agreement).

3. Exceptions

Notwithstanding the foregoing, the Receiving Party shall not be liable for the disclosure of Confidential Information to the extent it is:

- (a) in the public domain or it enters the public domain other than as a result of its breach of this Agreement or the breach by any of its Representatives of the written undertaking referred to in Clause [2.3] above;
- (b) lawfully received by or known to the Receiving Party on a non-confidential basis prior to disclosure as referred to in this Agreement, as evidenced by the written records of the Receiving Party and which was not acquired, directly or indirectly, from the Disclosing Party or any of its Representatives;
- (c) developed by the Receiving Party or any of its Representatives independently of, and without reference to or reliance on, the Confidential Information; and/or
- (d) compelled to be disclosed by the Receiving Party pursuant to any applicable law or legally enforceable judgment or order of court or a requirement of stock exchange, government body or regulatory authority having supervision over it, provided however that the Receiving Party shall:
 - (i) promptly notify the Disclosing Party of the full details of such requirement and provide a copy of the proposed disclosure to the Disclosing Party as soon as possible and in any event before such disclosure in sufficient time in order that the Disclosing Party may make a contemporaneous announcement or public statement of its own of or relating to such disclosure, apply to court or the relevant authorities to prevent such disclosure, and/or take such other steps as it may reasonably deem necessary;
 - (ii) use its best efforts to secure confidential treatment of the Confidential Information; and
 - (iii) not effect any disclosure which is more extensive than that required by the said law, judgment or order.

4. Return of Confidential Information

All Confidential Information in tangible form disclosed by the Disclosing Party to the Receiving Party (including all copies or reproductions thereof in any media and all documents into which any Confidential Information has been incorporated) will be returned and delivered up to the Disclosing Party or destroyed by the Receiving Party, immediately upon request by the Disclosing Party. The Receiving Party will produce promptly upon the Disclosing Party's request a certificate signed by any of its directors or its chief executive officer or equivalent, confirming that this has been completed.

5. Remedies

5.1 The Receiving Party irrevocably undertakes to keep the Disclosing Party, and the Disclosing Party's Associates and their respective Representatives (collectively, the "DP Associates/Representatives") fully and effectively indemnified against any and all losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses whatsoever (including but not limited to all legal costs on a full indemnity basis) that the Disclosing Party and/or any of the DP Associates/Representatives may incur or suffer in connection with or arising from any breach of this Agreement and/or any default by the Receiving Party of its obligations under this Agreement. The provisions of this clause confer a benefit on the DP Associates/Representatives which may be enforced by any of the DP Associates/Representatives in its own right.

5.2 Without prejudice to Clause [5.1] and any other rights or remedies that the Disclosing Party may have, the Receiving Party agrees and acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof.

5.3 The rights, powers and remedies provided in this Agreement are cumulative and are additional to and do not exclude the rights or remedies provided at law and in equity independently of this Agreement.

5.4 No failure or delay by the Disclosing Party in exercising any, right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder or otherwise.

6. No Representation or Warranty

6.1 The Disclosing Party makes no representation or warranty whatsoever as to the accuracy, completeness, sufficiency or suitability of the Confidential Information. Accordingly, the Receiving Party acknowledges that the Disclosing Party accepts no liability or responsibility whatsoever and howsoever arising in connection with the Confidential Information (including but not limited to any errors or omissions in the Confidential Information). This Agreement shall create no obligation whatsoever on the Disclosing Party to disclose any Confidential Information, or any particular kind or quantity thereof.

6.2 The Receiving Party shall be responsible for making its own judgment, assessment and decision on the Confidential Information and on the Project or as to the reasonableness of any assumptions which may be contained in it. The Receiving Party shall, in the execution of any agreements relating to the Project, acknowledge that the Receiving Party has not relied on, or been induced by any representation or warranty in the Confidential Information to enter into the agreements, except where expressly specified therein.

7. No Joint Venture, Partnership, Etc.

The Disclosing Party agrees that this Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business relationship or entity of any kind. Any exchange of Confidential Information under this Agreement shall not be deemed to constitute any offer, acceptance or promise of any contract or amendment to any contract between the Disclosing Party and the Receiving Party. The Receiving Party shall have no authority whatsoever to bind the Disclosing Party in any context.

8. Exclusive Property

The Receiving Party acknowledges that the Confidential Information is the exclusive property of and will remain the exclusive property of the Disclosing Party. The provision of the Confidential Information to the Receiving Party shall not be deemed to confer upon the Receiving Party or any of its Representatives any rights whatsoever (whether by licence or otherwise, and whether by way of patent(s), patent applications, copyrights or other intellectual property rights or otherwise) over or with respect to the Confidential Information or any part thereof.

9. Duration

9.1 The obligations of the Receiving Party under or pursuant to this Agreement shall continue in force for a period of 24 months from the date of this Agreement regardless of whether the Project is completed, aborted, suspended or otherwise.

9.2 For the avoidance of doubt, where the Receiving Party enters into any definitive binding contract in relation to the Project (or any part thereof), the provisions of this Clause [9] shall not affect the Receiving Party's confidentiality obligations (if any) under the aforesaid contract.

10. No Assignment

The Receiving Party shall not assign, transfer or novate this Agreement or any of its benefits, rights and/or obligations under this Agreement in part or in whole to any other person or third party, without the prior written consent of the Disclosing Party.

11. Entire Agreement

The Receiving Party acknowledges that this Agreement contains the entire understanding between the Disclosing Party and the Receiving Party with respect to the safeguarding of the Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification or amendment hereto shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Disclosing Party and the Receiving Party.

12. Severability

The Receiving Party agrees that each provision (or part thereof) of this Agreement shall be construed separately and independently from any other provision(s). Accordingly, if any provision of this Agreement is found to be illegal, unenforceable or invalid in any jurisdiction, such provision shall be ineffective to the extent of such illegality, unenforceability or invalidity in such jurisdiction, without affecting the remaining provisions of this Agreement, nor shall such illegality, unenforceability or invalidity affect the legality, enforceability or validity of any and all of the provisions of this Agreement in any other jurisdiction.

13. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore and the Receiving Party irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.

14. Contracts (Rights of Third Parties) Act (Cap. 53B)

14.1 Save as otherwise provided in Clause [5.1] a person who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore.

14.2 Notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Agreement.

Signed By

.....

Name:

Designation:

For and on behalf of

[Name of Receiving Party]

Witnessed by:

.....

Witness' name:

ANNEX 7 - 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.