

TENDER DOCUMENT



TENDER FOR LIMOUSINE SERVICE FOR CHANGI TRAVEL SERVICES PTE LTD

TENDER REF NO: 2025/612B

CLOSING DATE & TIME: 10 October 2025, 2359hr

PROJECT OFFICER: *Angie Lim/Ryan Ding*

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TENDER FOR LIMOUSINE SERVICE FOR CHANGI TRAVEL SERVICES PTE LTD

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Tender Reference No.: 2025/612B

Date: 22 September 2025

To all Tenderers

INVITATION TO TENDER FOR LIMOUSINE SERVICE FOR CHANGI TRAVEL SERVICE PTE LTD

1. Changi Travel Services Pte. Ltd. (CTS) hereby invites tender for the above supply of goods/ services.
2. This is an open tender. All are invited to tender. However, the tender proposal shall only be considered for evaluation if the Tenderer satisfies the evaluation criteria set out in the Invitation to Tender.
3. The list of documents enclosed in this Invitation to Tender is described in the Form of Tender.
4. Tenderers must submit their tender proposal using the copy of the Invitation to Tender.
5. Tenderers shall submit their tenders in accordance with the following mode(s) of submission:

Information or document(s) in Tender	Mode of Submission	Closing Date (Singapore Time)
1. Tender Proposal 2. Form of Tender 3. All other parts of the proposal for the proposal to be deemed complete	This shall be submitted to CTS via procurement@changirecommends.com.sg	10 October 2025, 2359hr

6. CTS will hold a tender briefing on 24 September 2025, 1500hr. Tenderers who are interested in attending the tender briefing, kindly register interest with Angie Lim/Ryan Ding by 23 September 2025, 1800hrs.
7. CTS reserves the right to reject any tender not submitted in accordance with the mode(s) of submission specified.

Angie Lim
Senior Manager, Retail
CHANGI TRAVEL SERVICES PTE. LTD.

INSTRUCTIONS TO TENDERERS

1. General

- 1.1. All Tenderers shall be required to study this document thoroughly to ensure full compliance with all the requirements and scrutinise carefully the prepared submissions for errors and omissions before tendering. Tenderers shall note that Instructions to Tenderers is for information only and shall not form part of the Contract to be made between CTS and the successful Tenderer.

2. Definitions

- 2.1. Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:
- (a) "Invitation to Tender" means the invitation to participate in this tender and comprises all tender documents forwarded to the Tenderer, inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed therewith.
 - (b) "Tenderer" means a person or his permitted assigns tendering to provide the goods and/or services, and shall be deemed to include two or more persons if appropriate.
 - (c) Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

3. Submission of Tender

- 3.1. Tenderer shall submit its tender in accordance with the submission mode(s) indicated in the Invitation to Tender.
- 3.2. Where the tender is to be submitted using tender box, the tender must be submitted in a sealed envelope. Tenderer shall specify clearly on the top left-hand corner of the envelope:
- (a) Tender number;
 - (b) Closing date and time of the tender;
 - (c) Tender box number (if any) to which the tender must be delivered; and
 - (d) Name and address of Tenderer.

It will be the responsibility of Tenderer to ensure delivery into the tender box. CTS shall not be held responsible for putting tenders received through the post into the correct tender box by the closing time and date. Every effort, however, will be made by CTS to promptly convey tenders received through the post into the tender box. Postage must be pre-paid on all tenders sent through the post.

- 3.3. CTS reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions to Tenderer.

4. Compliance with Instructions

- 4.1. A tender will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, CTS shall evaluate the tender in accordance with the said instructions.

5. Validity Period

- 5.1. A tender submitted shall remain valid for acceptance for the Validity Period specified in the Form of Tender and during such extension of the period as may be requested by CTS and agreed to in writing by Tenderer.

6. Withdrawal of Tender

- 6.1. No tenders may be withdrawn after the closing date prescribed in the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which CTS may have against him, be liable to be debarred from future tenders of CTS.

7. Compliance with Part Numbers and Technical Requirements

- 7.1. If CTS has, in this Invitation to Tender, stated the part numbers of the goods required and the Tenderer wishes to offer an item which does not correspond with any of the stated part numbers, the offer by Tenderer shall deem to be non-compliant with technical requirements.
- 7.2. Tenderer shall provide explicit responses of compliance or non-compliance with all technical requirements enclosed in this Invitation to Tender. In the event of any non-compliance with the technical requirements, Tenderer shall satisfy CTS (by providing a certification from the manufacturer of the item offered or a copy of the relevant extract from any reputable publication citing clearly its title and edition) that the form, fit and function of the items offered are equivalent to the goods required and that they are interchangeable. Where the Tenderer fails to satisfy CTS in the manner above, the tender is liable to be rejected.

8. Acceptance of Tender

- 8.1. CTS shall be under no obligation to accept the lowest or any tender and reserves the right not to award the tender. CTS shall normally not enter into correspondence with any Tenderer regarding the reasons for the non-acceptance of a tender.
- 8.2. CTS reserves the right, unless Tenderer expressly stipulates to the contrary in its tender, to accept such portion of any tender as CTS may decide.
- 8.3. The issue by CTS of a Letter of Acceptance accepting the tender or part of the tender shall create a binding Contract on the part of the Tenderer to supply to CTS, the goods and/or services offered in the tender. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance will be handed to or posted to the successful Tenderer's address as given in its tender and such handing to or posting shall be deemed good service of such notice. CTS may at its discretion, require the Tenderer to sign a written agreement.

9. Copies of Tender

- 9.1. Where the Invitation of Tender require more than one set of the tender to be submitted, Tenderer shall mark one set as "Original" and the other set(s) as "Copy".

10. Samples

- 10.1. Where the Invitation to Tender specifies that samples, e.g. goods and/or packages, shall be submitted as evidence of the type and quality of items offered in the tender, such samples shall be delivered at the site and by the time stipulated in the Invitation to Tender and should be marked clearly with the tender number, item number and the name of Tenderer. Where samples are required, failure to provide the required samples at the stipulated time may render the tender liable to be rejected.
- 10.2. Tenderer shall indicate, when submitting the samples, whether it wishes the samples to be returned. If no indication is given, CTS shall not be obliged to return any sample to Tenderer. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Tenderer and where the samples are to be subjected to destructive testing, such samples will not be returned to Tenderer.
- 10.3. All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to CTS, shall be borne by the Tenderer.

11. Specifications, Patterns, Samples or Drawings

- 11.1. CTS will make available any specifications, patterns, samples or drawings specified in the Invitation to Tender, for viewing/inspection by Tenderer at the address and time specified in the Invitation to Tender.

12. Language

- 12.1. The tender and all supporting technical data and all documentation to be supplied by Tenderer shall be in English.

13. Negotiation

- 13.1. Negotiation may take place before the award of tender. CTS shall have the discretion to decide the methods of negotiation and the deadline for submission of the revised quotes, if any.

14. Export Approval

- 14.1. Tenderer shall indicate clearly whether there is any requirement for CTS to furnish end-user certificate or statements. Tenderer shall also indicate clearly in its tender if there is a need for CTS to enter into separate agreement(s) with Tenderer to satisfy export requirements of Tenderer or any foreign government.

15. Confidentiality

- 15.1. Except with the consent in writing of CTS, Tenderer shall not disclose this tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by CTS.
- 15.2. CTS may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by CTS.
- 15.3. Whenever applicable, Tenderer is to complete a confidentiality agreement and to abide by whatever clauses stated in the confidentiality agreement.

16. Ownership of Tender Documents

- 16.1. All documents submitted by Tenderer in response to the Invitation to Tender shall become the property of CTS. However, intellectual property in the information contained in the tender submitted by Tenderer shall remain vested in Tenderer.

17. Alteration, Erasures or Illegibility

- 17.1. Except for amendments to the entries made by Tenderer itself which are initiated by Tenderer, tender bearing any alterations or erasures and tender in which prices are not legibly stated are liable to be rejected.

18. Clarifications of the Tenderer's Proposal

- 18.1. In the event that CTS seeks clarification on any aspect of Tenderer's proposal, Tenderer shall provide full and comprehensive responses within seven (7) days of notification.

19. Expense of Tenderer

- 19.1. In no case will any expense incurred by Tenderer in the preparation of its tender be borne by CTS.

20. Tender Price

- 20.1. Tenderer shall quote in Singapore Dollars for the proposed goods/services based on the payment terms specified in the Conditions of Contract.

21. Sufficiency of Tender Price

- 21.1. Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its tender offer for the supply of the goods/services and all matters necessary for the proper execution and completion of supply.

22. The Goods and Services Tax (GST) / Indirect Taxes

- 22.1. Tenderer shall provide in detail the rates and prices proposed in its tender by providing a clear breakdown of (a) the rates and prices exclusive of any Goods and Services Tax (GST), value added taxes, sales taxes, consumption taxes and other similar taxes (the "Indirect Taxes"); and (b) GST and/or any Indirect Taxes chargeable for the supply of goods or services required in the tender.
- 22.2. If the successful Tenderer is a taxable person under the Goods and Services Tax Act or any applicable legislation, CTS will pay, in addition to the rates and prices proposed, the GST or Indirect Taxes chargeable on the supply of goods and services provided pursuant to this Tender.

23. GST Registration (with the Inland Revenue Authority of Singapore under the laws of Singapore)

- 23.1. Tenderer shall declare its GST status in its tender. It shall clearly indicate whether it is, or whether it will be a taxable person under the GST Act. It shall, if available, furnish CTS the GST registration number.
- 23.2. Tenderer who declares itself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the tender shall forthwith inform CTS of the change in GST status. It shall be entitled to claim from CTS any GST chargeable on the supply of goods or services made by it after its change in GST status.

24. Withholding Tax

- 24.1. Under the law, when CTS makes payment of a specified nature to a non-resident in respect of work carried out in Singapore, CTS has to withhold a percentage of that payment and pay the amount withheld to Inland Revenue Authority of Singapore (IRAS). The amount withheld is called the withholding tax.
- 24.2. Withholding tax is applicable to payments made to:
- (a) Non-resident professionals;
 - (b) Non-resident public entertainers;
 - (c) Non-resident companies (i.e. a Singapore branch of a foreign company or a non-Singapore incorporated company)
- 24.3. Where withholding tax is applicable, CTS will need to inform the successful Tenderer the amount that will be withheld and remitted to IRAS.

25. Notification

- 25.1. Unless necessary, CTS will not notify unsuccessful Tenderers.

26. Applicable Law

- 26.1. All tenders submitted pursuant to this Invitation to Tender and any resulting contracts shall be governed by Singapore Laws.

27. Ownership Status of Tenderer

- 27.1. Tenderer shall provide full information on

- (a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in Tenderer;
- (b) the number, percentage and class of shares held by such person, company or corporation.

28. Shortlisting Tenderers

- 28.1. CTS reserves the right to shortlist Tenderer in accordance with the criteria set forth in the Invitation to Tender; and give those shortlisted the opportunity to submit new or amended tenders on the basis of CTS' revised requirements, in accordance with a common deadline.
- 28.2. CTS reserves the right, at its sole discretion, to award the tender based on any tender(s) submitted by the Tenderer, regardless of whether it is the final tender by the Tenderer.

29. Additional Conditions

- 29.1. CTS reserves the right to issue supplementary tender terms and conditions of contract at any time prior to the closing date of the tender.

30. Enquiries

- 30.1. Should a Tenderer have any enquiries on any aspect of the Invitation to Tender, or wish to request for an extension to the closing date, it should write or call the contact person as stated in the covering letter at least seven (7) days from the closing date of this tender.
- 30.2. No oral representation shall be:
 - (a) accepted or construed as modifying or varying any of the provisions, terms or conditions in this Invitation to Tender; or
 - (b) binding on CTS.

31. Corrigendum to Invitation to Tender

- 31.1. CTS reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the closing date of the tender.

32. Training

- 32.1. Tenderer shall submit to CTS a full and comprehensive training proposal in its tender based on the requirement specifications.
- 32.2. The cost of training should be included in the price quoted for the system. A cost breakdown of the details shall be given including the cost of tuition, accommodation, airfare and other elements of the cost training where applicable.

33. Experience of Tenderer

- 33.1. Tenderer shall provide full information on its capital and manpower resource, assets, production, technical tie-up with any country or manufacture, etc. in the tender offer to enable CTS to ascertain its capacity in fulfilling the tender.
- 33.2. Tenderer shall provide a brief write-up of its business activities for business operations in Singapore or if this is unavailable, business operations in other parts of the world.

34. Option for Maintenance

- 34.1. Tenderer must also include in its tender, an option for the support and maintenance of the goods provided during its lifespan in accordance with the Conditions of Contract.

35. Consortium

35.1. "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

35.2. The following shall apply if a tender is submitted by a Consortium:

- (a) Each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile.
- (b) No Consortium shall include a member who has been debarred from CTS tenders.
- (c) After the submission of the tender, any introduction of, or changes to Consortium membership must be approved in writing by CTS.
- (d) The following documents must be submitted with the tender:
 - i. A certified copy of the consortium or partnership agreement, signed by all members of the Consortium;
 - ii. The tender is to be submitted by a member of the Consortium ("Lead Member"). Documentary proof must be provided that the Lead Member is authorised by all members of the Consortium to submit and sign the tender, receive instructions, give any information, accept any contract and act for and on behalf of all members of the Consortium. The documentary proof could be in the form of:
 - (1) relevant provision(s) in the certified copy of the consortium or partnership agreement, or
 - (2) certified copies of powers of attorney from each member of the Consortium,
- (e) Information must be submitted with respect to:
 - i. the legal relationship among the members of the Consortium;
 - ii. the role and responsibility of each member of the Consortium, and
 - iii. the address of the Consortium to which CTS may send any notice, request, clarification or correspondence.
- (f) If CTS awards the Contract to a Consortium:
 - i. The Letter of Acceptance may be handed over to or posted to the address of the Lead Member of the Consortium given in the tender.
 - ii. The issue by CTS of a Letter of Acceptance shall create a binding Contract on all members of the Consortium.
 - iii. Each member of the Consortium shall be jointly and severally responsible to CTS for the due performance of the Contract.
 - iv. As and when requested by CTS, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with CTS. Until the said formal agreement is prepared and executed, the Consortium's Tender together with CTS' Letter of Acceptance shall constitute a binding Contract on all members of the Consortium.
 - v. In the event that any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the Contract.

36. Financial Assessment

36.1. CTS will take into account the financial capacity and health of the Tenderers and the Tenderer's parent company (as CTS deems necessary) in the evaluation of tender. Tenderers who do not meet the financial capacity and health requirements may be subject to certain condition(s) as may

be stipulated by CTS, such as the provision of a Security Deposit or Security Deposit of a value higher than the specified amount in the Contract, provision of parent company guarantee, etc. Where a parent company guarantee is required, the financial capacity and health of the parent company will also be assessed.

37. Disclaimer

- 37.1. This Invitation to Tender may not contain all information which Tenderer may require. Tenderer should therefore make its own inquiries and seek such clarifications it think necessary. CTS shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate. For avoidance of doubt, the “information” mentioned in this paragraph excludes the Conditions of Contract and Particular Requirements/Specifications.

CONDITIONS OF CONTRACT

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1. Definitions and Interpretation

1.1 In these Conditions of Contract, unless expressly agreed or the context otherwise requires:

- (1) **"Agreement"** means the agreement signed between CTS and the Contractor for the provision of Goods and/or Services by the Contractor (if any) pursuant to the Contractor's Proposal to CTS.
- (2) **"Airport Pass"** means a pass which is issued pursuant to the Infrastructure Protection Act 2017 and includes a "Seasonal Airport Pass" and a "Visitor Airport Pass" issued by Changi Airport Group (Singapore) Pte. Ltd. ("**CAG**"), or CTS, and which allows the holder of an Airport Pass to enter certain restricted areas at Changi Airport Singapore for the performance of official duties/ business only.
- (3) **"CTS"** means Changi Travel Services Pte. Ltd.
- (4) **"Confidential Information"** means information relating to the Contract that the Discloser (defined in Clause 9.1 below) designates or marks as confidential or, that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. This includes without limitation (i) the provisions of the Contract and any obligation performed by either Party under the Contract; (ii) the Deliverables; (iii) information relating to the Discloser's trade secrets, know-how, technology, products, software, maps, services, processes, data, analyses, customers, business plans and methods, promotional and marketing activities, finances and other business affairs; and (iv) third party information that the Discloser is obligated to keep confidential. Confidential Information excludes any information (a) that was known to the Recipient (defined in Clause 9.1 below) without restriction before receipt from the Discloser; (b) is publicly available through no act, omission or default of the Recipient or breach of this Contract; (c) is rightfully received by the Recipient from a third party without a duty or obligation of confidentiality; (d) is independently developed by the Recipient; or (e) the Discloser notifies in writing to be excluded from the Confidential Information.
- (5) **"Contract"** means the Proposal, the Letter of Acceptance or the Agreement (as the case may be), these Conditions of Contract, the Purchase Order(s) (if any), the Particular Requirements/Specifications, all other documents referred to in the Letter of Acceptance or Agreement (as the case may be) and such other letters or documents as Parties may expressly identify in writing and agree as forming part of the contract.
- (6) **"Contractor"** means the party to whom CTS has issued the Letter of Acceptance pursuant to the Proposal or entered into an Agreement with CTS to provide the Goods and/or Services.
- (7) **"Contractor's Personnel"** means the Persons (if any) identified by name or in any other way by the Contractor in the Proposal as the Persons through whom the Contractor shall provide the Services.
- (8) **"Deliverables"** means all documents, products and materials developed by the Contractor or its agents, sub-contractors, consultants and employees as part of or in relation to the Contract in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (9) **"Force Majeure"** means any event or circumstance the occurrence and/or the effect of which the Party affected thereby is unable to prevent and avoid, notwithstanding the exercise of reasonable foresight, diligence and care on the part of that Party and shall, to the extent the following acts, events and conditions fall within the foregoing limitations, include but not be limited to acts

of God, acts of civil or military authority, fires, epidemics, governmental restrictions, earthquakes, storms, typhoons, floods, breakdowns in electronic and computer information and communications systems, war, hostilities, insurgency, terrorism, civil commotion or riots, industrial action by workmen, strikes, lockouts, labour disputes or embargoes in Singapore, provided and to the extent that any of the same are not due to any act, omission, refusal, breach, default, or neglect on the part of the Parties.

- (10) **"Goods"** means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract (if any).
- (11) **"Goods and Services Tax"** means any Goods and Services Tax chargeable under the GSTA.
- (12) **"Government"** means, unless the context otherwise requires, the Government of Singapore or any other government in the world that has jurisdiction over this Contract or performance thereof.
- (13) **"Government Agency"** or **"Government Agencies"** means the Government, any organs of the Government and any Governmental, semi-or quasi-Governmental, administrative, statutory, fiscal or judicial body, department, commission, authority, tribunal, minister, agency or entity and any other body, department, commission, authority, tribunal, minister, agency or entity having jurisdiction over this Contract and/or any Party.
- (14) **"GSTA"** means the Goods and Services Tax Act (Cap. 117A of Singapore).
- (15) **"Law"** or **"Laws"** mean any decree, resolution, law, bye-law, statute, act, ordinance, rule, directive, order, treaty, code, instruction, direction, policy or regulation or any interpretation of the foregoing, as promulgated, enacted, issued, decided or determined by any Government Agency and includes without limitation:
 - (a) any consent, authorisation, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, or exemption from, by or with a Government Agency; and
 - (b) any injunction or final non-appealable judgment directly applicable to the relevant party, of any Government Agency having jurisdiction over the matter in question.
- (16) **"Letter of Acceptance"** means the letter issued by CTS to the Contractor, accepting the Proposal to provide the Goods and/or Services.
- (17) **"Particular Requirements/Specifications"** means the requirements and specifications of the Goods and/or Services to be supplied and provided respectively by the Contractor pursuant to the Contract, including any document designated by the Contractor as such.
- (18) **"Parties"** means CTS and the Contractor, and **"Party"** means either of them.
- (19) **"Person"** means an individual or a legal entity and includes a corporation or an unincorporated association.
- (20) **"Purchase Order(s)"** means the purchase order(s) issued by CTS to the Contractor setting out the details of the Goods and/or Services to be provided to CTS.
- (21) **"Proposal"** means the proposal or quotation(s) submitted by the Contractor to CTS to supply the Goods and/or the Services, as the case may be, including the instructions to Contractor (if any).

- (22) **"Requisite Consents"** means any permissions, consents, approvals, licences, certificates and permit (where of a public or private nature) as may be required by Law, or otherwise necessary lawfully to commence, carry out and perform the Party's obligations under this Contract.
- (23) **"Restricted Party"** means a party that is:
- (a) listed on, or owned or controlled by a Person listed on, or acting on behalf of a Person listed on, any Sanctions List;
 - (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a Person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or
 - (c) otherwise a target of Sanctions which means a Person with whom a national who is within the jurisdiction of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities.
- (24) **"Sanctions"** means the economic laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Sanctions Authorities (or any of them).
- (25) **"Sanctions Authority"** means the United Nations, Singapore or the respective governmental institutions and agencies which the Contractor may come within the jurisdiction of. Such governmental institutions and agencies include but are not limited to the Office of Foreign Assets Control of the US Department of the Treasury (**"OFAC"**), the US Department of State, and UK HM Treasury (**"HMT"**).
- (26) **"Sanctions List"** means the sanctions imposed by the United Nations Security Council (**"UNSC"**) on activities relating to certain countries, goods and services, or persons and entities by way of resolutions passed by the UNSC, the "Specially Designated Nationals And Blocked Persons List" maintained by OFAC (available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or such other page as may replace it), the "Consolidated List of Financial Sanctions Targets in the UK" (available at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets> or such other page as may replace it), or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.
- (27) **"Services"** means all or any of the services to be provided by the Contractor to CTS under the Contract.
- (28) **"Supplier Portal"** means the electronic system operated or nominated by CTS from time to time for the procurement of Goods and/or Services by CTS through electronic means, such as through the internet web site located at <https://www.changitravelservices.com/partnering-with-us> or at such other web address as may be notified by CTS from time to time.

1.2 Unless expressly agreed otherwise between CTS and the Contractor:

- (1) the terms of these Conditions of Contract shall prevail in the event of any contradiction or inconsistency between any provision of these Conditions of Contract and the provisions of any other part of the Contract; and
- (2) the terms of these Conditions of Contract shall prevail in the event of any contradiction or inconsistency between any provision of these Conditions of Contract and any provision of the terms of the conditions of use of the Supplier Portal (if applicable).

- 1.3 Where the Contract is made between CTS and more than one other Person, the obligations of such Persons shall be joint and several.
- 1.4 The headings are for convenience only and not for the purpose of interpretation.
- 1.5 If CTS shall exercise the option (if any) reserved by it to extend the period of the Contract and unless otherwise expressly agreed otherwise, the Goods and/or Services provided during the extended period shall be subject to the terms and conditions of the Contract prevailing as at the date immediately before the commencement of such extended period.
- 1.6 All agreements and undertakings on the part of either Party which comprise more than one Person shall be joint and several.
- 1.7 Any undertaking by the Contractor under the Contract not to do or omit any act shall be deemed to include an obligation not to permit such act to be done or omitted by any other Person within the direct or indirect charge or control of the Contractor, including the Contractor's employees, agents and sub-contractors. Accordingly, any act or omission on the part of such other Persons which would constitute a breach of the Contract if done or omitted by the Contractor shall be considered a breach of the Contract by the Contractor.
- 1.8 All consents and approvals to be given by CTS and all applications, notices, requests, declarations and other communication required to be given to CTS under the Contract shall be given in writing.
- 1.9 Reference in the Contract to any statute includes a reference to such statute in force from time to time and any regulations or orders made under such statute.
- 1.10 If the whole or any part of any provision of the Contract shall be or become illegal or invalid or unenforceable for any reason whatsoever including by reason of any statutory provision or by reason of any decision of any court or any other body or authority having jurisdiction over the Parties or the Contract, such whole or part of such provision shall be deemed to be deleted from the Contract Provided That if any such deletion substantially affects or alters the commercial basis of the Contract, the Parties shall negotiate expeditiously and in good faith to amend the provisions of the Contract as shall be necessary or desirable in the circumstances.

2. Scope of Contract

- 2.1 The Contractor shall observe and perform its obligations under the Contract in accordance with the provisions of the Contract. The Parties further agree that:
 - (1) the Contract is not intended and shall not be taken to preclude CTS from now or hereafter employing or appointing any other Person to provide any one or more goods and/or services similar to the Goods and/or Services whether together with or separately from the Contractor; and
 - (2) the Contractor is required, at all times to exercise all reasonable skill, care and diligence in the provision of the Goods and/or Services and to carry out all its responsibilities in accordance with recognized standards in the relevant industry, and where any of its duties are discretionary, to act fairly as between CTS and third parties.

- 2.2 Within thirty (30) days after receipt of any request from CTS to vary the Contract, the Contractor shall evaluate the requested variation and submit its written proposal to CTS on the effect, if any, of such variation on the price, time and provision of the Goods and/or the Services, as the case may be. If CTS decides to accept the Contractor's proposal, the Parties shall execute a variation to the Contract in accordance with Clause 17.
- 2.3 The Contract shall have effect for the period stipulated in the Agreement or the Letter of Acceptance (the "Term"), as the case may be, and for the further period reserved by CTS under any option (if any).

3. Delivery

- 3.1 The Contractor shall deliver the Goods and/or provide the Services within the time or times stipulated under any schedule in the Contract and in the manner specified in the Contract, including providing a breakdown of the goods and services in excel format or any format as required by CTS.
- 3.2 Unless expressly agreed otherwise:
- (1) the Contractor may not deliver any Goods and/or provide any Services which are expressly indicated as "optional" supply under the Contract unless and until CTS expressly requires such optional supply; and
 - (2) the Contractor shall not be entitled to any payment for any Goods and/or Services delivered or provided which exceed the sum stipulated in the Contract to be payable by CTS to the Contractor for such Goods and/or Services unless and until the Contractor shall obtain from CTS a variation order for such excess value.

3.3 Records

The Contractor shall keep detailed records of all things done by it in relation to the delivery of the Goods and/or provision of the Services and shall at CTS's request, immediately make them available for inspection and/or provide copies to CTS.

3.4 Contractor's Personnel

If the Contractor shall have, in the Proposal, identified any Contractor's Personnel:

- (1) the Contractor shall ensure that all such Contractor's Personnel shall be available and fit at all times to perform their duties toward the delivery of the Goods and/or provision of the Services;
- (2) the Contractor shall, if required by CTS at any time, appoint a representative from among the Contractor's Personnel who shall be responsible for the co-ordination of all activities of the Contractor and who shall liaise with CTS and attend meetings with the designated personnel of CTS whenever required to do so for any purpose related to the Contract;
- (3) CTS may at any time and from time to time, require the Contractor to remove or replace any Contractor's Personnel, without having to give any reason therefor; and
- (4) the Contractor shall not remove or replace any Contractor's Personnel or add to the Contractor's Personnel without the prior consent of CTS, which consent may or may not be given by CTS at its discretion without giving any reason therefor.

3.5 Completion and Liquidated Damages

- 3.5.1 If the Contractor shall not provide any part of the Goods and/or Services within the time stipulated in the Contract, the Contractor shall pay to CTS a sum (if any) calculated in accordance with the rate stipulated in the Particular Requirements/Specifications as liquidated and ascertained damages for the period (including Sundays and Public Holidays) during which such part of the Goods and/or Services shall not have been provided. CTS may deduct any such damages from the Security Deposit referred to in Clause 6 and from any moneys then due or thereafter becoming due or payable to the Contractor under the Contract or at Law and to claim and recover forthwith from the Contractor such amount or part thereof which shall not have been so deducted.
- 3.5.2 The payment or deduction of such sums shall not relieve the Contractor from its obligations to provide the Goods and/or Services or from its other obligations and liabilities under the Contract.
- 3.5.3 Without prejudice to the provisions of Clause 13, if after the imposition of the maximum liquidated and ascertained damages referred to in Sub-clause 3.5.1 CTS is satisfied that the Contractor cannot discharge its duties and obligations under the Contract, CTS shall be entitled to terminate the Contract immediately by notice to the Contractor.

4. Removal and Replacement

4.1 The Contractor shall at its own cost and expense and when notified in writing by CTS:

- (1) remove and replace any Goods found by CTS on delivery to be damaged, defective, deficient or in any way not fit for use or purpose or inferior to approved samples or otherwise not in accordance with the Contract; and/or
- (2) cease and perform again any Services found by CTS on performance to be insufficient or in any way not in accordance with the Contract

as the case may be, failing which CTS shall have the right to procure replacements of such Goods and/or Services or to make good any damage in any manner CTS deems necessary and all costs, expenses and losses thereby incurred or suffered by CTS shall be recoverable from the Contractor by deduction from any money due to the Contractor or any security provided by the Contractor under the Contract or in any other form permitted by Law.

5. Financial Provisions and Contract Sum

5.1 In consideration of the Contractor's observance and performance of its obligations under the Contract, CTS shall make payment of such sums as stipulated in the Letter of Acceptance of the Agreement (as the case may be), inclusive of royalties, travelling expenses and other expenses incurred by the Contractor, its employees, agents and sub-contractors in the performance of the Contract (the "Contract Sum"), which sum shall constitute the Contractor's only remuneration in connection with the Contract and neither the Contractor nor its employees, agents or sub-contractors or any other Person controlling or within the control of the Contractor shall accept any direct or indirect payment or other consideration from CTS or any other Person in connection with or in relation to the Contract.

5.2 The Contract Sum (or the relevant part thereof if the Parties have agreed that the Contract Sum shall be payable in parts) shall be paid within thirty (30) days after the date of any invoice issued by the Contractor under the Contract unless otherwise agreed between the Parties **PROVIDED THAT:**

- (1) the Contractor shall first provide to CTS all documentary evidence as may be required by CTS from time to time, including a copy of CTS's service request(s) (if any), and CTS's acknowledgment of receipt of the Goods and/or the Services, as the case may be; and
- (2) no payment by CTS shall be considered as evidence of the satisfactory performance by the Contractor of its obligations under the Contract to deliver the Goods and/or the Services.

5.3 Without prejudice to CTS's rights under the Contract or at Law, any sum due from the Contractor to CTS under the Contract may be deducted by CTS from any monies payable by CTS to the Contractor pursuant to this Contract or any other contract made between CTS and the Contractor. CTS may make deductions from or defer payment of the Contract Sum or any part thereof, to satisfy any liquidated damages, disputes or claims whatsoever by or of CTS, with or against the Contractor and may retain the same without payment of interest until resolution of such disputes or claims.

5.4 The Contractor shall submit its invoices or e-invoices to CTS at the following address or at such other address as may be notified in writing by CTS by public notification or directly to the Contractor:

Changi Travel Services Pte. Ltd.

Angie Lim, Senior Manager (Retail)
80 Airport Boulevard
#03-25 Singapore Changi Airport Terminal 1
Singapore 819642.
Email: Angie.lim@changirecommends.com.sg

- 5.5 CTS may at any time and from time to time require the Contractor to provide security for a sum and of a form required by CTS for the Contractor's due and proper performance of its obligations under the Contract.
- 5.6 Any payments of all or any part of the Contract Sum or other sums by CTS to the Contractor shall be without prejudice to any claims or rights which CTS may have against the Contractor and shall not constitute any admission by CTS as to the provision by the Contractor of its obligations hereunder. CTS may withhold payment of the Contract Sum or part thereof if it determines in its sole and absolute discretion that the contractual obligations corresponding to such payments have not been met.
- 5.7 The Contractor shall promptly provide to CTS, upon CTS's request, such information, document or any other assistance, arising from or in connection with the Contract including without limitation withholding taxes and any payment of the Contract Sum.
- 5.8 The Contractor shall provide to CTS the Contractor's audited financial statements (if any) within fourteen (14) days from the date the audited financial statements are issued by the Contractor's auditors.

6. Security Deposit

- 6.1 As security for the due performance of and observance by the Contractor of his obligations under the Contract, the Contractor shall lodge with CTS a security deposit of the sum, if any, stipulated in the Letter of Acceptance or the Agreement (as the case may be) (the "**Security Deposit**"). The Security Deposit shall either be in the form of cash or, in lieu of cash, an on-demand banker's guarantee strictly in compliance with the format enclosed in the Contract, issued by a bank established in Singapore or a Monetary Authority of Singapore ("**MAS**") approved insurance company.
- 6.2 All charges incurred by the Contractor in obtaining and maintaining the Security Deposit shall be borne by the Contractor. The Security Deposit shall be valid until three (3) months after the expiry of the Contract Period, Warranty Period or defects liability period, whichever is later ("Security Expiry Date"). In the event the delivery of the Services is deferred or the Term is extended by way of the mutual agreement of the Parties, exercise by CTS of an Option to Purchase or Option to Extend, or for any other reason, the validity of the Security Deposit as provided in the form of a banker's guarantee shall be extended from the Security Expiry Date for the duration of any extension of the Term, at the Contractor's cost and expense, and CTS shall have the right to retain any Security Deposit in the form of cash for such further period. In the event of any variation of the Contract and/or exercise by CTS of any Option to Purchase or Option to Extend resulting in an increase in the Contract Sum, CTS shall have the right to increase the Security Deposit amount by requesting the Contractor to furnish a fresh amount in cash, or provide an amended banker's guarantee, as the case may be, of an amount to be determined by CTS. At the end of the Security Expiry Date (or any extension of the Security Expiry Date in accordance with the foregoing), the Security Deposit or any balance thereof remaining for the credit of the Contractor shall be released and refunded without interest subject to any deduction which may be made therefrom.
- 6.3 CTS may in its sole and absolute discretion utilise the Security Deposit or any part thereof to make good any loss or damage sustained or likely to be sustained by CTS in connection with the default or breach of any of the obligations by the Contractor under the Contract, including liquidated damages. In the event of such utilisation, the Contractor shall immediately pay to CTS a sum equal to the sum utilised if the Security Deposit was in the form of cash, or in the event that a banker's guarantee had been given, the Contractor shall replace the banker's

guarantee with a new banker's guarantee for the full amount of the Security Deposit on the same terms as the original banker's guarantee. Should the Contractor fail to maintain the Security Deposit, CTS shall, without further notice, set off and deduct against any payment(s) due to the Contractor, such amounts sufficient to comprise the Security Deposit, and shall hold the same as the Security Deposit in cash pursuant to this Clause 6.

- 6.4 The provisions of this Clause 6 shall not affect the rights and remedies expressly reserved herein to CTS or bar CTS from claiming losses, expenses, costs or damages incurred or sustained or likely to be sustained by CTS as a result of any breach of contract of whatsoever nature by the Contractor.

7. Fraud, Anti-Bribery and Corruption

- 7.1 The Contractor shall:

- (1) comply with all applicable laws, statutes, regulations and codes relating to dishonesty, fraud, bribery and corruption and/or other prohibited business practices including but not limited to the Prevention of Corruption Act (Cap. 241) and the Penal Code (Cap.224) ("**Relevant Laws**");
- (2) comply with CTS's Business Partner Code of Conduct found at CTS's internet website, <https://www.changitravelservices.com/business-partner-cod> which may be updated from time to time by posting a revised version, or by providing you with notice ("CTS Business Partner Code of Conduct");
- (3) not do or omit to do anything likely to cause CTS to be in breach of any Relevant Laws, and avoid any conduct that can reasonably give rise to the appearance of a breach of any Relevant Laws or the CTS Business Partner Code of Conduct;
- (4) report to CTS any contravention of this Clause 7.1 or any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract;
- (5) provide accurate declarations of its compliance with this Clause 7.1 in a form prescribed by, and at such times as required by CTS; and
- (6) ensure that any Person associated with the Contractor who is performing obligations in connection with this Contract complies with this Clause 7.1.

- 7.2 Breach of this Clause 7 shall be deemed a material breach of this Contract.

- 7.3 CTS shall be entitled to suspend or terminate the Contract immediately if the Contractor has contravened or attempted to contravene Clause 7.1 or if CTS reasonably believes such a contravention has occurred or is likely to occur. CTS may recover from the Contractor any loss or damage arising from or in connection with such suspension or termination. This will be without prejudice to CTS's other rights and remedies.

8 Indemnity and Remedies

8.1 Indemnity

8.1.1 The Contractor shall indemnify and hold harmless CTS and its directors, officers, employees, agents, contractors (for the purpose of this Sub-clause 8.1, each an “**Indemnified Party**”) from and against all claims, demands, choses in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, administrative fines imposed upon CTS by the Civil Aviation Authority of Singapore, its successors or any Government Agency, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by CTS and/or an Indemnified Party arising out of or in connection with:

- (1) any breach of the representations and/or warranties in this Contract;
- (2) any breach of the terms and conditions of this Contract, including without limitation Clauses 9 (Confidentiality and Security), 10 (Personal Data and Privacy Laws) and 18 (Intellectual Property Rights);
- (3) the acts, defaults or omissions of the Contractor and/or the Contractor’s employees, agents or sub-contractors (collectively, the “**Indemnifiers**”), or any breach, performance, negligent performance or non-performance of this Contract by any of the Indemnifiers;
- (4) the enforcement of this Contract; and/or
- (5) any property damage, personal injury or death to any Person arising in the course of any of the Indemnifier’s performance of this Contract.

8.1.2 This Sub-clause 8.1 shall apply whether or not any such liabilities, costs, expenses, damages or losses under this indemnity are within the reasonable contemplation of the Parties.

8.1.3 If a payment due from the Contractor under this Sub-clause 8.1 is subject to tax (whether by way of direct assessment or withholding at its source), CTS shall be entitled to receive from the Contractor such amounts as shall ensure that the net receipt, after tax, to CTS in respect of the payment is the same as it would have been were the payment not subject to tax.

8.1.4 A claim by CTS under this Sub-clause 8.1 shall be payable by the Contractor on demand from CTS, and a statement from CTS within such demand in respect of the amount(s) owing from the Contractor to CTS under the indemnity in Sub-clause 8.1, will be final, conclusive and binding on the Parties.

8.2 Remedies

Notwithstanding the other provisions of the Contract, if there shall be any breach by the Contractor of any of its obligations under the Contract, CTS may choose not to exercise its right to terminate the Contract and may then choose:

- (1) to engage the services of a third party (which may include any agent or sub-contractor of the Contractor) to complete the provision of the Services and/or supply the undelivered Goods, in which event, the Contractor agrees that CTS shall be entitled to claim against the Contractor for damages; or
- (2) where the claim for damages may be an inadequate remedy for CTS and subject always to the discretion of the Court, to obtain an interlocutory order for specific performance together with a mandatory injunction (if the circumstances are appropriate to the grant of such an injunction) either or both in terms compelling the Contractor and its employees, agents and sub-contractors thereafter to provide the Services and/or supply the Goods pursuant to the Contract,

and in either case, such relief shall not affect CTS's right to seek to recover any loss and damage suffered by it in respect of the Contractor's prior breach of its duties and obligations in connection with the provision of the Services and/or supply of the Goods.

- 8.3 The rights and remedies provided to CTS in the Contract are cumulative and not exclusive of any rights and remedies provided by Law.
- 8.4 The Contractor expressly acknowledges that the provisions of this Clause 8 satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act (Cap. 396 of Singapore) and that it shall be estopped from claiming the contrary at any future date in the event of any dispute with CTS concerning the Contractor's liability hereunder.
- 8.5 The provisions of this Clause shall survive the complete performance, termination or expiry of the Contract.

9 Confidentiality and Security

- 9.1 Any Party who receives any Confidential Information ("**Recipient**") from the other Party disclosing such Confidential Information ("**Discloser**") before or during the Term or effective period of this Contract, shall:

- (1) only disclose the other Party's Confidential Information to each of their employees, directors, officers, agents, professional advisers and contractors (collectively, the "**Authorised Representatives**") who (i) need to know the Confidential Information to the extent necessary for the performance of this Contract; (ii) are informed of the confidential nature of the Confidential Information; and (iii) have agreed with the Recipient in writing to obligations substantially similar to that in this Clause 9 with respect to the Confidential Information. Any breach by such Authorised

Representatives of the provisions of this Clause 9 will constitute a breach by the Recipient;

- (2) keep and ensure that the Authorised Representatives keep the Confidential Information secret and confidential and use it only for the purposes of the Contract in accordance with this Clause 9;
- (3) establish and maintain adequate security measures to safeguard the Discloser's Confidential Information from any unauthorised access or use. The security measures established and maintained by the Recipient shall be no less than those which it applies to its own confidential information and which it warrants as providing reasonable protection against any unauthorised access or use; and
- (4) not and shall ensure that the Authorised Representatives do not, at any time for any reason permit any Confidential Information to be used by, disclosed or reproduced to any third party.

9.2 The Contractor shall not issue any release of information to the media in relation to this Contract without obtaining the prior written consent of CTS. The Contractor shall not publish or release, or allow or suffer the publication or release of, any announcement, statement, interview, news item, article, publication, advertisement, prepared speech or any other information or material pertaining to the Confidential Information, signing of this Contract and/or any part of the obligations to be performed under the Contract in any media, without the prior written consent of CTS. Any requests for interviews in relation to this Contract must be directed to CTS.

9.3 The Recipient shall notify the Discloser of the Confidential Information as soon as practicable of any unauthorised disclosure or use of the Discloser's Confidential Information and shall take all steps that the Discloser may reasonably require in connection thereof.

9.4 In the event that the Recipient is compelled by Law or regulatory body (including stock exchange) to disclose any of the Discloser's Confidential Information, the Recipient shall (i) to the extent legally permissible provide reasonable prior written notice to the Discloser of this disclosure; (ii) take steps to minimise the scope of such disclosure; and (iii) disclose only such Confidential Information that it is legally compelled to.

9.5 Upon the written request of the Discloser after the Contract is suspended or terminated, the Recipient shall, and shall procure that its Authorised Representatives:

- (1) promptly deliver up, permanently delete, destroy or dispose of at its own cost all information, materials or documents in any medium that incorporate any part of the Confidential Information;

- (2) permanently delete or erase all the Confidential Information from its computer and/or communications systems and databases as well as all devices used by it and/or its Authorised Representatives; and
- (3) in respect of any data provided by CTS and CTS's Confidential Information, securely remove and destroy from all storage media used by the Contractor and any cloud service provider, all of such data and CTS's Confidential Information, and provide a certificate of attestation to CTS upon completion. The Contractor shall also ensure that all storage media used shall be securely erased before re-deployment, repair or disposal, and shall prevent reconstruction of data stored in the media,

unless retention by the Recipient of the Confidential Information is required by Law, legal proceedings, or if the Confidential Information forms part of records retained in its routine information technology back-up storage facilities and not capable of being readily located, segregated and accessed. The Confidential Information retained will be subject to the confidentiality obligations imposed by this Clause 9, and, if retained in the back-up storage facilities of such Recipient, deleted from the Recipient's systems in accordance with the Recipient's records retention policy.

9.6 The Recipient agrees that the Discloser has the right, in addition to its other rights and remedies, to seek injunctive relief, specific performance or other equitable relief for any threatened, anticipated or actual breach of this Clause 9.

9.7 The obligations imposed by this Clause 9 are in addition to and do not derogate from any obligations set out in any other confidentiality agreement, non-disclosure agreement or such other similar agreement that the Contractor and CTS may have entered into with respect to the same subject matter (the "**Confidentiality Agreement**"). The Confidentiality Agreement shall hereby be incorporated by reference to this Contract. In the event of any inconsistency between the Confidentiality Agreement and the provisions of this Contract, the provisions of this Contract shall prevail to the extent of the inconsistency.

9.8 Without prejudice to the foregoing, if the Contractor is supplying, or providing any Services relating to, any information technology system, software application or software pursuant to this Contract (collectively, the "**IT Systems**", each an "**IT System**"), the Contractor shall, during the Term:

- (1) comply with CTS's info-security standards, policies, guidelines and procedures, including the Technical Standards as provided by CTS as well as the compliance table to the same submitted by the Contractor and accepted by CTS as final, both of which shall hereby be incorporated by reference into this Contract;
- (2) provide all code and cache management in respect of the IT Systems;
- (3) provide CTS with service level agreement reports in respect of the IT Systems on a quarterly basis or as requested by CTS;

- (4) report all occurrences of Information Security Alert, Information Security Near-Miss and Information Security Incident to CTS as soon as practically possible; and
- (5) be fully responsible for the solution architecture of the IT Systems.

9.9 In the event that any IT System Processes or is intended to Process Personal Data (as defined in Annex A), the Contractor shall, during the Term:

- (1) be responsible for ensuring that data protection by design is made part of the solution architecture;
- (2) if the Personal Data Processed is categorized by CTS as “Category 1A” or “Highly Sensitive” data (including but not limited to national identifiers, credit card numbers, biometric data or data of minors), or falls within such other category as notified by CTS to the Contractor:
 - (a) provide on-going routine scanning of any such IT System and its related databases, and perform any necessary remediation works after obtaining CTS’s prior written approval; and
 - (b) perform regular checks on any such IT System and its related databases in respect of any data that has been retained beyond the data retention period as specified by CTS, and shall proceed to purge such data as soon as practicable after obtaining CTS’s prior written approval;
- (3) provide CTS with the Data Documentation of any IT System that collects, uses, stores or otherwise Processes Personal Data (as defined in Annex A), prior to the deployment of the IT System; and
- (4) ensure that any Data Documentation provided to CTS in accordance with Sub-Clause 9.9 (3) is kept up-to-date.

9.10 In this Clause 9, “**Data Documentation**” shall mean documents relating to the technical Processing, design and governance of Personal Data (as defined in Annex A) and shall minimally include the following:

- (1) Data Architecture – the view of the physical architecture that represents the how the data is stored and used in the IT System, integration framework and overall IT System design;

- (2) Data Mapping Diagram – the diagram which shows the relationship between the data, tables, sources and entities stored in the database or data warehouse;
- (3) Data Definition Table – the display of information of the data such as its meaning, data type and its relationship to other data; and
- (4) User Access Control Matrix – the model which shows and describe the rights of users with respect to the data objects it has access to.

9.11 For the purposes of this Clause 9:

- (1) **“Availability”** means the ensuring of timely and reliable access to and use of information, system and data.
- (2) **“Confidentiality”** means preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.
- (3) **“Information Security Alert”** means a notification of a possible security violation, or that a security safeguard might have failed.
- (4) **“Information Security Incident”** means a confirmed security violation or failure of a security safeguard, with compromise of Confidentiality, Integrity or Availability of information, system or data.
- (5) **“Information Security Near-Miss”** means a confirmed security violation, or failure of a security safeguard, with no compromise of Confidentiality, Integrity or Availability of information, system or data.
- (6) **“Integrity”** means guarding against improper information modification or destruction and ensuring information non-repudiation and authenticity.

9.12 Except as otherwise specified, the obligations contained in this Clause 9 shall survive the complete performance, termination or expiry of the Contract.

10 Personal Data and Privacy Laws

10.1 To the extent that the Contractor collects at CTS' direction or receives from CTS any Personal Data (as defined in Annex A) in connection with the performance of its obligations under the Contract, the Contractor agrees that the Data Processing Agreement set out in Annex A shall apply to govern any data collected, used, disclosed or otherwise processed under this Contract

which may singly or in combination with other data identify an individual. The obligations of the Parties under this Clause 10 shall survive the complete performance, termination or expiry of the Contract.

11 Insurance

11.1 Contractor to insure

Without limiting the liability of the Contractor under the Contract or at Law, the Contractor shall, immediately when the Contract takes effect and for so long as the Contract has effect, effect and maintain at its own expense, insurance cover with an insurer deemed by CTS to be adequate and acceptable, to cover the liability accepted by the Contractor under the Contract.

11.2 Insurance to include

The insurance to be effected and maintained by the Contractor under Sub-clause 11.1 shall include:

- (1) Workmen's Compensation and Comprehensive Public Liability Insurance covering legal liability for accidents arising from the provision of the Services and resulting in damage or loss of property and injury or death of persons;
- (2) Contractor's Public Liability Insurance providing also for -
 - (a) CTS as additional insured to the extent of the Contractor's obligation to indemnify CTS under the Contract; and
 - (b) such policy to be primary in relation to all other policies (including any deductibles or self-insured retentions) and self insurance of CTS; and
- (3) a waiver of all rights of subrogation and/or contribution against CTS to the extent liabilities are assumed by the Contractor.

11.3 Evidence of insurance

If requested by CTS, the Contractor shall furnish certified true copies of the required insurance policies and/or certificates of insurance including the specification that no insurance may be cancelled or materially changed while the Contract is in force, without thirty (30) days' prior notice to CTS.

12 Dispute Resolution and Governing Law

12.1 Dispute resolution

12.1.1 Any dispute, claim, disagreement or difference (each, a "**Dispute**") between the Parties arising out of or in connection with the Contract, including any question regarding the existence or validity or termination thereof, shall be resolved by reference to arbitration or by litigation at the election of CTS in accordance with Sub clauses 12.1 – 12.3.

12.1.2 CTS may make an election to resolve a dispute by reference to arbitration or litigation of its own accord by written notice to the Contractor, or within thirty (30) days of the receipt of a written notice from the Contractor, which notice shall:

- (1) be submitted within fourteen (14) days from the date the Dispute arose;
- (2) state the specific Dispute to be resolved and the nature of the same; and
- (3) request that CTS makes an election whether the Dispute as stated shall be resolved by reference to arbitration or by litigation.

12.1.3 If CTS does not make the election under Sub-clause 12.1.2 within thirty (30) days of the receipt of the written notice from the Contractor, or if CTS elects to refer any Dispute to litigation, the Dispute shall be resolved by litigation before the Singapore courts and each Party agrees to submit to the exclusive jurisdiction of the Singapore courts for such purpose.

12.1.4 In the event that CTS elects to refer any Dispute to arbitration, the Contractor shall be notified by CTS accordingly, and such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Sub-clause 12.1.4. The arbitration shall be conducted in the English language. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of one arbitrator to be agreed upon between the Parties.

12.1.5 Either Party may propose to the other Party the name(s) of one or more persons, one of whom would serve as the arbitrator. If no agreement is reached between the Parties within thirty (30) days after the receipt by one Party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC. Any reference to arbitration under this Clause 12 shall be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) for the time being in force in Singapore. The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred thereto, to this Contract, is hereby excluded.

12.1.6 The commencement of any arbitration or litigation shall not affect the obligation of the Contractor to continue the performance of its obligations under this Contract.

12.1.7 The Contractor hereby agrees to submit itself to the jurisdiction of the courts in Singapore in respect of any claim arising against the Contractor under the Contract which is referred to the courts and to obey any order or judgment of the courts in respect of such claim and when and so far as it may be necessary that any instrument or order issued from the courts or any appeal therefrom should be served on the Contractor in any proceedings to be taken for the enforcement of the Contract, the Contractor hereby agrees and consents that the service of such instrument or order on the Contractor in accordance with the Contract shall be in all respects operative and effective.

12.2 Governing law

12.2.1 The Contract shall be governed by and construed in accordance with the Laws of the Republic of Singapore.

13 **Termination**

13.1 CTS may terminate this Contract immediately by notice to the Contractor in the event that:

- (1) the Contractor shall fail and continue to fail to perform or observe any of its obligations under the Contract despite having been given reasonable notice by CTS of such failure and reasonable time (which shall not be more than thirty (30) days after such notice) and opportunity to remedy such failure; or
 - (2) the Contractor becomes insolvent or is unable to pay its debts, under the applicable Laws (unless "proceedings" as defined in s 440(6) of the Insolvency, Restructuring and Dissolution Act 2018 have commenced without conclusion);
 - (3) if any order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or re-construction);
 - (4) if a liquidator, provisional liquidator, an administrator, administrative receiver, receiver and/or manager is appointed in respect of the whole or any part of the Contractor's assets, property, undertaking or business; or
 - (5) if the Contractor suffers any distress or execution upon its property.
- 13.2 Without prejudice to CTS's rights under Clause 13.1, CTS may terminate the Contract by giving to the Contractor prior notice of not less than one (1) month (or such other period as may be stated in the Contract, or as may be agreed by the Parties in writing), notwithstanding the absence of any failure on the part of the Contractor to perform its obligations under the Contract, and without being obliged to give any reason for such termination.
- 13.3 Either Party may terminate this Contract in accordance with Sub-clause 16.3 (Force Majeure) below.
- 13.4 Upon any termination of the Contract:
- (1) under Sub clause 13.1 or 13.2, the Contractor shall be entitled to receive payment for any Goods delivered and/or Services supplied in accordance with the terms of the Contract up to the effective date of termination, less any sum due to CTS in respect of antecedent breaches, if any, by the Contractor and the Contractor shall not be entitled to any further compensation or remuneration or any indirect or consequential losses; or
 - (2) under Sub clause 13.1, CTS shall be entitled to obtain the same or comparable goods and/or services, as the case may be, from other Persons in replacement of the Goods and/or Services, as the case may be, not provided by the Contractor in accordance with the Contract, in which case all costs and expenses incurred by CTS in excess of the sum which would otherwise be payable to the Contractor for the Goods and/or Services, as the case may be, shall be payable as damages by the Contractor to CTS from all sums due or to become due to the Contractor under the Contract or other contracts made between CTS and the Contractor
- and in any such case, the Contractor shall immediately deliver up to CTS all the documents, information and any other things earlier provided by CTS to the Contractor for the purposes of the Contract, except where expressly agreed otherwise between the Parties.
- 13.5 Any termination of the Contract, for whatever reason, shall not prejudice or affect the accrued rights or claims and liabilities of either Party.

14 Warranty

14.1 By Contractor

- (1) The “Warranty Period”:
- (a) with respect to each of the Goods, shall commence on the date of receipt of such Goods in Singapore. The Warranty Period for each of the Goods shall be twelve (12) months from the date of receipt of such Goods, or such period as agreed by the Parties in writing; and
 - (b) with respect to the Services, shall commence on the date of the commencement of the Term and shall be effective until a reasonable period after the expiry of the Term.
- (2) The Contractor represents and warrants that:
- (a) as at the commencement date of the Term, all information, statements and representations contained in the Proposal are true, accurate and not misleading save as may have been specifically disclosed in writing to CTS prior to the issue of the Letter of Acceptance or the Agreement (as the case may be) or Purchase Order by CTS, and the Contractor shall promptly advise CTS of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
 - (b) it has full capacity and authority to enter into and to perform its obligations under the Contract;
 - (c) its execution, delivery or performance of its obligations under this Contract will not result in a default under its constitution, any Laws to which it is subject, any judgment, order or decree of any governmental authority to which it is subject, or any agreement to which it is bound;
 - (d) there are no legal proceedings pending, threatened, or foreseeable against it, which would affect its ability to complete its obligations under the Contract;
 - (e) it has not taken or authorised any proceedings related to its bankruptcy, insolvency, liquidation, judicial management, receivership, dissolution or winding up;
 - (f) it has or has procured the knowledge, expertise, experience, capability and resources to provide the Services at all times in a good and workman-like manner and within the highest standards of the relevant industry, including all necessary materials, tools, equipment and personnel which meet any description or specifications set out in the Contract (including without limitation the Particular Requirements/Specifications);
 - (g) it has or shall have, at its own expense, before providing any of the Services and/or supplying any of the Goods, all the necessary registrations, certificates, permits, licenses and authorisations to conduct business and provide the Services and/or supply the Goods;
 - (h) without prejudice to the rights that CTS may otherwise have at Law and in addition to the other warranties given, the performance of all of the Contractor’s obligations hereunder and all materials and equipment provided by or on behalf of the Contractor in connection with the Services shall be free from defect or deficiency;
 - (i) neither it nor any of its employees, agents and sub-contractors is a Restricted Party and that it has not received notice of or is not aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority. The Contractor acknowledges and agrees that this is an on-going representation and the Contractor shall immediately inform CTS in writing in the event it becomes aware of any change in circumstances that would affect the representation made.

14.2 Assignment

The Contractor shall ensure that all warranties given to it by its agents, employees and/or sub-contractors pursuant to the Contractor's obligations under this Contract, shall be immediately assigned absolutely to CTS with copies thereof provided to CTS, or if CTS so agrees, otherwise made available for CTS's benefit.

14.3 Defect or deficiency

- (1) If, at any time during the Warranty Period, CTS discovers and notifies the Contractor of any defect or deficiency of the Services, the Contractor shall at its own expense promptly remedy such defect or deficiency.
- (2) If, at any time during the Warranty Period, any of the Goods are found to be:
 - (a) damaged, defective in design, materials or workmanship;
 - (b) not in accordance with the Contract, the Particular Requirements/Specifications, or any specifications incorporated into the Contract by reference or otherwise;
 - (c) inferior to any samples approved by the Contractor; or
 - (d) having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in the Contract or specifications published by the Contractor as applicable to the Goods,

then unless it is shown that the foregoing is caused solely by improper use or mishandling by CTS, the Contractor shall, at its own expense (including transportation costs), at the written notification of CTS, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu thereof, elect to replace the damaged or defective Goods.

- (3) In the event that the Contractor does not fulfill any of its obligations under this Sub-clause 14.3, CTS shall have the right to purchase replacements of the Goods and/or Services, or remedy and make good any damage, defect or deficiency in any manner it deems necessary, and all costs thereby incurred shall be recoverable from the Contractor by deduction from any monies due to the Contractor under the Contract.

14.4 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by CTS in respect of any information which is provided to the Contractor by CTS and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by the applicable Law.

14.5 The Warranty Period for the replacement or repaired Goods and/or Services shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of acceptance of the repaired/replaced Goods and/or Services by CTS in Singapore. In the event that the Warranty Period (after such extension) outstanding at the date of such acceptance is less than one (1) month, the Warranty Period shall be extended by a further period of one (1) month.

15 **Title and Risk**

15.1 Title to the Goods provided under the Contract shall pass from the Contractor to CTS upon successful completion of the acceptance test (if any) specified under the Contract or upon delivery if there is no acceptance test, whichever is earlier. The risk of loss or damage to the documentation (if any) specified under the Contract shall pass upon delivery of the Goods. However, the risk of loss or damage to the Goods shall only pass from the Contractor to CTS upon CTS's acknowledgement of receipt of the Goods.

- 15.2 Notwithstanding Sub-clause 15.1, the risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are redelivered by CTS to the Contractor for the purpose of modification, replacement, repair or rectification until the Goods are so modified, replaced or rectified and delivered again to CTS.
- 15.3 Title to equipment and all other property at any time furnished by CTS to the Contractor for the performance of this Contract shall at all times remain with CTS.
- 15.4 Risk of loss or damage to the equipment and all other property at any time furnished by CTS to the Contractor shall vest in the Contractor from the moment the Contractor takes delivery of the equipment or such other property until such time as the equipment or such other property is delivered to CTS.

16. Force Majeure

- 16.1 If any Party is by reason of Force Majeure rendered unable wholly or in part to perform its obligations under this Contract, then upon notice in writing of such Force Majeure from any Party affected to the other Party, the Party affected shall be excused from performance of its obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist, **PROVIDED THAT** nothing in this Clause shall relieve any Party of its obligations which have accrued at the date of such notice. The notice shall be given within fourteen (14) days from the earlier of the time the affected Party first had knowledge, or the time the affected Party ought reasonably to have knowledge of the Force Majeure, and, the affected Party must have made every effort to remove, remedy or mitigate the cause or effect of the Force Majeure, failing which the affected Party shall not be entitled to rely on this Sub-clause 16.1.
- 16.2 CTS may require the Contractor to fulfil its other obligations referred to in Sub-clause 16.1 immediately upon the cessation of the Force Majeure regardless of whether or not the Force Majeure shall cease during or after the period of the Contract or for further period reserved by CTS under any option provided in the Contract subject to earlier termination in accordance with the Contract.
- 16.3 If the Force Majeure continues for a period longer than thirty (30) days after the notice is issued pursuant to Sub-clause 16.1, either Party may terminate the Contract by notice to the other Party with immediate effect.

17. Variation of Contract

- 17.1 The provisions of the Contract may not be varied (whether oral or otherwise) unless such variation shall have first been expressly accepted in writing and signed by the authorised contract signatories of the Contractor and CTS.

18. Intellectual Property Rights

- 18.1 The Contractor warrants that the Goods and/or the Services, as the case may be, do not infringe any copyrights, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, knowhow and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.
- 18.2 It is agreed and declared between the Parties that the Contract is not intended and should not be taken as transferring the intellectual property of CTS to the Contractor or to any other Person.
- 18.3 Each Party shall retain all rights, title and interest in and to its respective Background IP (defined below).

- 18.4 The Contractor shall not without the prior consent of CTS, use the name, logo, any trade name or registered trademarks of CTS, any images of Changi Airport or Seletar Airport or any part thereof, or any of CTS's Background IP in any advertising or communications to the public in any format.
- 18.5 All rights, title and interest in and to the Foreground IP (defined below) shall, by way of both present and future assignment, vest absolutely in CTS for the full duration of all such rights and all throughout the world, free from any encumbrances, and extending without limitation to the sole and exclusive right to exploit the same by any and all means in any and all media throughout the world, to the intent that the grant of protection thereby derived shall be solely in the name of and vest in CTS to the exclusion of the Contractor.
- 18.6 Notwithstanding the foregoing, if any part of the Foreground IP shall at any time accrue to the Contractor by operation of law or howsoever otherwise, and whether vested, future and/or contingent, the Contractor hereby irrevocably assigns such rights to CTS immediately upon the vesting of such rights in the Contractor, such that CTS shall be entitled to all rights, title and interest in and to the same on the same terms as set forth in Sub-clause 18.5 above.
- 18.6A The Contractor shall: (i) procure written waivers from the authors of all Foreground IP and/or Contractor's Background IP, howsoever created including by the Contractor's employees or the Contractor's sub-contractors (as the case may be), in relation to all their moral rights arising under the Singapore Copyright Act 2021 and, so far as is legally possible, any other rights that may exist or may come to exist anywhere in the world that may be referred to as "moral rights," "artist's rights," "droit moral," or the like, including but not limited to the right to be identified as the author of the Deliverables, or any part thereof, and all rights of attribution, paternity, integrity, modification, disclosure and withdrawal; and (ii) provide such written waivers to CTS at CTS's request.
- 18.7 The Contractor hereby grants or shall procure the grant of an irrevocable, non-exclusive, royalty-free, sub-licensable, transferable, worldwide and perpetual licence or sub-licence to CTS, to use, reproduce, adapt, modify, format, re-format, create derivative works of, publish, publicly perform or display, and/or combine with any other works, any of the Contractor's Background IP (defined below), for any and all purposes as CTS may see fit under this Contract.
- 18.8 If the Contractor, or any of its sub-contractors or suppliers intends to assign any of the Contractor's Background IP, the Contractor shall ensure and procure that the assignee of such Background IP and every successor in title to the same has prior written notice of the licence or sub-licence granted pursuant to sub-clause 18.7, and agrees to continue granting the licence or sub-licence on the same terms herein to CTS.
- 18.9 The Contractor hereby warrants, represents and undertakes that:
- (1) it has the authority and all rights to assign the Foreground IP, license and/or sub-license the Contractor's Background IP in accordance with the terms hereunder, and further agrees that from the date of this Contract, the Contractor has no further claims to the Foreground IP;
 - (2) the Foreground IP and/or the Contractor's Background IP do not and shall not infringe any IP (defined below) rights;
 - (3) the Foreground IP are original works created by the Contractor, its sub-contractors or suppliers (as the case may be) for this Contract;
 - (4) the use and exploitation by CTS of the Foreground IP and/or the Contractor's Background IP, in accordance with this Contract, shall not expose CTS to any claim, action or proceeding, or damage the reputation of CTS;

- (5) upon request by CTS, it will execute all documents, do all such acts, render such assistance and take such other action as CTS may require, at CTS's expense, to perfect, confirm and protect CTS's rights, including without limitation any rights granted to CTS under this Contract;
 - (6) it has not granted, and will not grant, any rights to enter into any agreements that will prevent or limit the rights of CTS under this Contract; and
 - (7) when requested by CTS, it will provide CTS with any and all documents relating to the Foreground IP and/or the Contractor's Background IP in its possession or control, including any copyright certificates (if any), plans, written works etc, in a timely manner and in any event not more than ten (10) days from the date of CTS's request.
- 18.10 The Contractor shall immediately notify CTS in the event that any third party makes any claims arising in connection with any threatened or actual claim for infringement of Foreground IP and/or the Contractor's Background IP. The Contractor agrees that it shall not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action, and shall offer all reasonable assistance and cooperation in the defence, settlement or compromise of such claim as may be required by CTS.
- 18.11 Where any injunction restraining the use or exploitation by CTS of any Foreground IP and/or the Contractor's Background IP is, in the opinion of CTS, likely to be granted by a court to a third party, the Contractor shall do all such acts and things either to render such IP non-infringing without affecting any of the Contractor's other duties and obligations under this Contract, or shall at CTS's option and at the Contractor's expense, obtain a licence from such third party granting CTS the right to continue using them.
- 18.12 In this Contract, in particular at this Clause 18:
- (1) **"Background IP"** means any IP created otherwise than in the course of the performance of this Contract;
 - (2) **"Contractor's Background IP"** means all Background IP introduced to, disclosed by, supplied by or otherwise expressly documented by the Contractor and made available to CTS pursuant to this Contract, whether or not such IP is owned by the Contractor;
 - (3) **"Foreground IP"** means any IP that results from or is generated pursuant to, or for the purpose of, or in the course of the performance of, this Contract including such IP in the Deliverables, but excluding the Background IP; and
 - (4) **"IP"** means the intellectual property rights recognised under the law of any jurisdiction anywhere in the world, including without limitation, patents, trademarks, copyright and registered designs."

19. Taxes

- 19.1 The Contractor shall be responsible and liable for all corporate and personal income taxes, withholding taxes, customs duties, fees, fines, levies, assessments and other taxes payable under the Laws of Singapore by the Contractor or its employees, agents or sub-contractors in carrying out their obligations under the Contract. For avoidance of doubt, the Contractor shall be the importer of records at all times.

- 19.2 If the Contractor, its employees, agents or sub-contractors shall be liable to pay a tax, fee, duty, fine, levy and assessment in Singapore and CTS receives or may receive a request from the tax authorities to pay such tax on behalf of or to withhold payments under the Contract from the Contractor and/or its employees, agents or sub-contractors for payment of such tax, the Contractor hereby authorises CTS to comply with such request. CTS shall release such sum withheld when the Contractor provides CTS with a letter from the Inland Revenue Authority of Singapore stating that the Contractor is cleared or exempted from tax or indicating the actual amount to be deducted and withheld from the payment(s) due to the Contractor for tax. For the avoidance of doubt, no interest whatsoever shall be payable on any payment deducted and withheld by CTS under this Clause.
- 19.3 CTS shall pay to the Contractor a sum equivalent to the Goods and Services Tax chargeable under the GSTA (or a tax of a similar nature which may be or become chargeable or imposed by the competent authorities) on the provision of the Services or supply of the Goods, if the Contractor is taxable Person for the purpose of such tax.
- 19.4 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if it is a taxable Person for the purpose of such tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Laws made under such Act.

20. Compliance with Laws and Government Regulations

- 20.1 The Contractor shall at all times observe, comply and act in accordance with and procure that their employees, agents and sub-contractors observe, comply and act in accordance with the requirements under this Contract and the Laws, and obtain and secure all Requisite Consents.
- 20.2 Without prejudice to the foregoing Sub-clause 20.1, the Contractor shall at all times observe and conform with all such rules, regulations, bye-laws, codes and directions as may be imposed on the Contractor by CTS and/or other Government Agencies from time to time for the management and administration of the Singapore Changi Airport, and at all times ensure that the Contractor's employees, agents and sub-contractors observe and comply with the same.
- 20.3 The Contractor shall, at its own costs, obtain and maintain all license and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

21. Notices and Execution

- 21.1 Unless notified otherwise, all communications and notices by either Party to the other Party shall be deemed to have been properly served:
- (1) if delivered by hand or registered post to such other Party at its address stated in the Contract or to any other address notified by such other Party to the notifying Party before such communication or notice;
 - (2) if the Contract shall be made through the Supplier Portal, if delivered in accordance with the notice provisions of the terms and conditions of use of the Supplier Portal; or
 - (3) if sent to the email addresses stated in the Contract or such other updated email addresses informed by either Party to the other Party.
- 21.2 A demand or notice made or given by one Party to another Party in accordance with Sub-clause 21.1 shall be effected and deemed to be duly served:
- (1) if it is delivered, when left at the address required by Sub-clause 21.1;

- (2) if it is sent by prepaid post (air-mail, if international), two (2) days after it is posted; or
- (3) if it is sent by email, at the time of transmission provided no delivery failure or out of office notification is received;

and in proving such service in Sub-clauses 21.2 (1) and (2), it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail.

21.3 Parties may execute this Contract in counterparts, which taken together will constitute one instrument.

21.4 Parties agree that this Contract may be electronically signed by the authorised representatives of the Parties, including by the affixing of (i) a scanned copy or photograph of a wet ink signature; (ii) a jpeg or other electronic format signature; or (iii) an electronic or digital signature using an electronic signing platform with an identity authentication method (by password or otherwise), and the Parties shall accordingly deem such electronic signatures to be original and authentic signatures.

22. Limitation of Liability

22.1 Notwithstanding any remedy set forth herein, CTS shall in no event be liable to the Contractor for any loss of profit, loss of reputation, loss of earnings, or for any indirect, incidental, consequential, punitive or other special damages suffered by the Contractor, its customers, employees, agents or sub-contractors (including legal costs calculated on a full indemnity basis and solicitor and client costs, and other professional costs and expenses), arising out of or in connection with this Contract, even if any of the foregoing were reasonably foreseeable or if CTS has been advised of the possibility of such damages. In no event will CTS' total cumulative liability under or arising out of this Contract exceed the total payments for Goods/Services provided under this Contract.

23. Contract (Rights of Third Parties)

23.1 A Person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy any of its terms.

24. Sub-contracting and Assigning

24.1 Save for the assignment of receivables under supply chain financing program arranged by CTS that the Contractor may enter into, the Contractor shall not sub-contract or assign this Contract without CTS's prior written consent.

25. Purchase of Goods when Quantities are not Specified

25.1 If the total quantities of Goods to be supplied under the Contract are not stated in the Contract or stated to be merely estimated, CTS shall only be obliged to purchase the stated minimum quantity of Goods (if any) in accordance with the terms of the Contract. Any statement of the estimated quantities of Goods required during the Term which may have been given to the Contractor shall be merely for the information of the Contractor.

26. Consortium

26.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

26.2 Joint and Several Responsibility

Each member of the Consortium shall be jointly and severally responsible to CTS for the due performance of the Contract.

26.3 Addition of members to Consortium

26.3.1 Any introduction of, or changes to, Consortium membership must be approved in writing by CTS.

26.3.2 Should additional member(s) be added to the Consortium at any time with the approval of CTS, he or they shall be deemed to be included in the expression 'the Contractor'.

26.4 Withdrawal from Consortium

26.4.1 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the Laws of the country of incorporation:

- (1) this Contract shall continue and not be dissolved, and
- (2) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

27. CTS's Operational Requirements and Business Standards

27.1 The Contractor shall comply and shall ensure that its employees, agents and sub-contractors comply with the operational requirements (including those relating to security, health and safety) set by CTS from time to time.

27.2 Without prejudice to the generality of the foregoing, the Contractor shall at all times during the provision of the Services be responsible for the health and safety of its employees, agents and sub-contractors, as well as of the public and other third parties who may be affected, including:

- (1) devising safety practices and procedures to ensure a safe place and a safe system of work during the provision of the Services, including training of persons to comply with such practices and procedures;
- (2) ensuring that all tools, equipment, facilities and other items used by the Contractor meet the safety standards required by Law or that of the industry; and
- (3) reporting all accidents and injuries promptly to CTS.

28. Status of Contractor and other Persons

28.1 Independent Contractor

In performing its obligations under the Contract, the Contractor shall be an independent contractor and not the agent or employee of CTS and in particular, the Contractor shall do all things necessary to observe and comply with the provisions of the Workplace Safety and Health Act (Cap. 354A). The Goods and/or Services shall be provided under the supervision and control of the Contractor and CTS shall have no obligation to supervise the Contractor's employees, agents or sub-contractors. The Contractor shall have no authority to make statements, representations or commitments of any kind or take any other action binding on CTS, except as specifically provided in the Contract. It is expressly agreed that it is not the purpose or intention of the Contract to create, nor shall the same be construed as creating, any partnership or joint operation between CTS and the Contractor.

28.2 Agent

Where the Contractor appoints any Person other than its employee or any Contractor's Personnel (the "Agent") to act on the Contractor's behalf in respect of the Contractor's performance of its obligations under the Contract:

- (1) CTS shall be entitled but not obliged at any time and from time to time, to act upon any instruction, request, notice or other communication from the Agent;
- (2) the power of CTS under paragraph (1) above shall continue until CTS receives reasonable notice from the Contractor to cease acting upon such communication from the Agent; and
- (3) CTS shall not be liable for and the Contractor shall indemnify CTS against any demands, claims, proceedings, losses, damages, costs (including solicitor and client costs) and expenses suffered or incurred by CTS, its servants or agents as the result of CTS acting upon any instruction, request, notice or other communication from the Agent in accordance with the power granted to CTS under this Sub-clause 28.2 and/or as the result of any act or omission of the Agent.

28.3 Payment to sub-contractor

- (1) CTS shall be entitled at its sole discretion to make payment directly to any sub-contractor of the Contractor of such amounts as CTS determines in accordance with the terms of the Contract. Such payment will be a good discharge of CTS's obligation to pay the same due or subsequently becoming due to the Contractor under the Contract.
- (2) For the avoidance of doubt, the exercise of the foregoing right by CTS will not relieve the Contractor of its obligations under the Contract unless otherwise stated by CTS.

29. **Samples Testing**

- 29.1 CTS shall have the right to call for samples of the Goods to be supplied under the Contract for approval and for such further samples as are required until the samples submitted are in accordance with the requirements of the Contract. Upon the approval of CTS the approved samples shall form the standards to be maintained for the duration of the Contract. If any Goods supplied under the Contract are not in accordance with the Contract or with any approved sample, then, CTS shall have the right to submit any such Goods to expert examination and/or test and all costs in connection therewith shall be borne by the Contractor unless such examination and/or test shows that the said Goods are in accordance with the Contract or with the approved samples.

30. **Purchase Orders**

- 30.1 All orders for items of Goods and/or Services to be supplied under the Contract shall be given from time to time, in writing, by CTS on the appropriate order form (hereinafter referred to as "the Purchase Order"). All such Purchase Order(s) shall clearly state the details and nature of the Goods and/or Services to be supplied and shall also state the amount, calculated at the rates in the Contract, that shall become due to the Contractor on the satisfactory completion of supply of all Goods and/or Services specified on such Purchase Order. On satisfactory completion of such supply the Contractor shall submit his bill to CTS who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.
- 30.2 On receipt of any Purchase Order the Contractor shall commence delivery of the Goods and/or Services referred to therein and complete the same as soon as promised in his tender or otherwise as expeditiously as possible.

31. Supply of Goods As and When Required by CTS

- 31.1 Where CTS has entered into a Contract with the Contractor for the supply of Goods as and when required by CTS during the period of time specified in the Contract, the Contract shall be deemed to be a "Period Contract" for the duration of the period of time specified. Where the Contractor receives, during the period of time specified in the Contract, any Purchase Order for specific quantities of the Goods specified in the Contract, the Contractor shall proceed to supply the Goods in accordance with the Contract. CTS shall be under no obligation to purchase the Goods specified in the Contract except to the extent of the Purchase Order for those Goods issued by CTS.

32. Obsolete Model

- 32.1 In the event that the model of the product offered by the Contractor in the Tender Offer has become obsolete and cannot be supplied if a Purchase Order is issued for it, the Contractor shall make available an improved model to CTS at the same or lower price than that of the obsolete model Provided That the Contractor must obtain the written approval of CTS at least fourteen (14) days before supplying the improved model. If the written approval is granted, the obsolete model shall be replaced by the improved model thereafter. The Contractor shall not supply the obsolete model thereafter.

33. Acceptance Tests

- 33.1 The Contractor shall conduct all tests in accordance to any acceptance test plan and procedures as set out in the Particular Requirements/Specifications to verify and demonstrate that the Goods meet the specifications as set out in the Contract.

34. Incoterms

- 34.1 Subject to any provision to the contrary in the Contract, 'INCOTERMS 2000' (Publication No. 560 of the International Chamber of Commerce) shall be deemed to be incorporated to and shall form an integral part of the Contract. In the event that the INCOTERM chosen for this Contract is CPT or CIP to a destination other than an airport or a seaport, the Contractor shall provide CTS with the contact details of its inland freight forwarder in the country of destination.

35. Compliance with Terms and Conditions of Airport Pass

- 35.1 In the event that the employees, agents and sub-contractors of the Contractor require access into the restricted areas of Singapore Changi Airport ("Restricted Areas") to provide the Goods and/or Services, the Contractor shall at its own cost and expense, make the necessary application for an Airport Pass to be issued to such employees, agents and sub-contractors.
- 35.2 The Contractor undertakes to ensure that its employees, agents and sub-contractors will use the Airport Pass only for the purpose of providing the Goods and/or Services and will not in any way mis-use the Airport Pass and/or breach any of the terms and conditions pursuant to which the Airport Pass was issued ("Airport Pass Conditions").
- 35.3 The Contractor further undertakes to ensure that its employees, agents and sub-contractors will promptly return the Airport Pass in the event they no longer require access into the Restricted Areas to provide the Goods and/or Services and/or when they leave the employment of the Contractor.

- 35.4 The Contractor agrees that any breach by its employees, agents and/or sub-contractors of the Airport Pass Conditions or mis-use of the Airport Pass by such persons will constitute a breach by the Contractor. In such an event and without prejudice to any other remedies available to it, CTS shall be entitled to make the appropriate deductions from the Security Deposit.

35A. Co-operation in the investigation of aerodrome incidents

- 35A.1 In order to facilitate CTS's investigation into certain aerodrome incidents, the Contractor shall promptly provide CTS with all information reasonably requested by CTS. In addition, in the event the Contractor's employees, agents and/or sub-contractors are involved in any of the following aerodrome incidents, upon CTS's or the relevant investigating authority's request, the Contractor shall procure such employees, agents and/or sub-contractors to attend a medical and toxicological examination as soon as is practicable. The aerodrome incidents in question relate to:

- (a) Runway safety;
- (b) Aircraft safety; and/or
- (c) Serious airside incidents

- 35A.2 The Contractor shall bear the costs of the aforesaid medical and toxicological examinations as well as ensure that the results of such examinations are promptly disclosed to CTS. The Contractor shall be responsible for ensuring that all necessary consents have been obtained for the release of the said results of such examinations to CTS.

36. Option to Purchase

- 36.1 Where the Particular Requirements/Specifications specifies certain items that the CTS is entitled to an option to purchase (the "Option to Purchase"), the Option to Purchase shall be exercisable by a written notice by CTS to the Contractor before the date specified in Particular Requirements/Specifications (the "Option Validity Date"). If CTS exercises the Option to Purchase on or before the Option Validity Date, such written notice issued by CTS to the Contractor shall be automatically binding on the Contractor. The item(s) purchased under such option shall form part of the Goods and/or Services defined in the Contract and shall be subject to the same terms and conditions (inclusive of any amendments thereto).
- 36.2 Unless otherwise stated in the Contract, the Option to Purchase shall be exercisable in whole or in part but if in part then in respect of not less than the minimum quantity specified.
- 36.3 CTS may exercise the Option to Purchase in as many phases as it deems fit as long as CTS shall have done so on or before the Option Validity Date and the cumulative quantity of items purchased do not exceed the maximum quantity specified.

37. Option to Extend

- 37.1 CTS may extend the Contract for a further period as stipulated in Particular Requirements/Specifications (the "Extension Period") by giving a written notice of the period stipulated in Particular Requirements/Specifications to the Contractor before the expiry date of the Contract and such written notice shall be automatically binding on the Contractor. Unless otherwise specifically agreed between the Parties, any goods and/or services supplied by the Contractor during the Extension Period shall be subject to the same terms and conditions (inclusive of any amendments mutually agreed between the Parties) as that for the Goods

and/or Services under the Contract, and such goods and/or service shall form part of the Goods and/or Services (as the case may be) defined in the Contract.

38. Non-Solicitation

38.1 The Contractor undertakes that during the Term of the Contract, it will not:

- (a) solicit or entice away (or assist anyone else in soliciting or enticing away) any member of CTS's professional staff with whom the Contractor has had dealings in connection with the Contract; or
- (b) employ any such person or engage them in any way to provide services to it.

38.2 The undertaking in Sub-clause 38.1 will not apply to any CTS employee who without having been previously approached directly or indirectly by the Contractor, responds to an advertisement placed by the Contractor or on its behalf.

39. Entire Agreement

39.1 The Contract embodies and sets forth the entire agreement and understanding of the Parties in relation to the subject matter of the Contract and supersedes all prior oral and written representations or agreements, understandings or arrangements relating to the subject matter of the Contract. None of the Parties are entitled to rely on any representation, agreement, understanding or arrangement (whether oral or written) which is not expressly set forth in this Contract or any amendment thereto.

40. Waiver

40.1 No failure or delay by CTS in exercising any right, power or privilege under the Contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

ANNEX A - DATA PROCESSING AGREEMENT

This data processing agreement ("**Data Processing Agreement**") is entered into between the Contractor and Changi Travel Services Pte Ltd ("**CTS**") (collectively, "**Parties**"). If Parties previously entered into a data processing agreement, this Data Processing Agreement now supersedes the foregoing.

This Data Processing Agreement is meant to ensure parties' compliance with the requirements imposed by the Personal Data Protection Act 2012 of Singapore and any other applicable data protection laws and regulations in the performance of the Contract.

Definitions

1. In this Data Processing Agreement, the following meanings shall apply:

"**Contract**" has the meaning set out in CTS's Conditions of Contract.

"**Data Protection Laws**" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument relating to the protection of personal data or data privacy including the PDPA and the GDPR.

"**Data Subject**" means the natural person who is the data subject in respect of any Personal Data.

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679 as may be amended, consolidated, re-enacted or replaced from time to time and any national implementing laws, regulation(s) and secondary legislations.

"**Personal Data**" has the meaning set out in the PDPA, as augmented by the meaning set out in any other applicable Data Protection Laws. In the event of conflict between the PDPA and other applicable Data Protection Laws, the broadest definition shall apply.

"**PDPA**" means the Personal Data Protection Act 2012 of Singapore as may be amended, consolidated, re-enacted or replaced from time to time.

"**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

General

2. The Contractor shall comply with the PDPA and all other applicable Data Protection Laws. The Contractor shall establish appropriate policies and procedures to ensure compliance with applicable Data Protection Laws and this Data Processing Agreement and educate any persons authorised by the Contractor to Process Personal Data about such policies and procedures.
3. In the event that the GDPR applies, the Contractor further agree to such Standard Contractual Clauses as necessary for compliance with the GDPR. The Standard Contractual Clauses refers to those clauses prescribed in "Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council" as applicable and

as may be amended by the relevant authorities from time to time (copies of the Standard Contractual Clauses shall be provided to the Contractor upon request).

Purpose

4. The Contractor shall Process Personal Data only as contemplated by and for the purposes of this Data Processing Agreement, the Contract, or other equivalent express instruction from CTS to the Contractor in writing ("**Purpose**"). In the event of conflict, the Data Processing Agreement shall prevail.

4A. In the event that the Contractor discloses Personal Data to CTS, the Contractor represents and warrants that it has valid authority and consent to make such disclosure, to confirm the accuracy of the Personal Data disclosed, and to consent on behalf of the individuals identified to the use of the Personal Data for:

4A.1 the Purpose;

4A.2 compliance and record keeping;

4A.3 commencing or defending any legal proceedings or intended legal proceedings, including but not limited to claims against third parties for any loss or damage suffered by CTS;

4A.4 making police reports;

4A.5 making insurance claims; and

4A.6 other matters as CTS may reasonably require in the course of its business.

The Contractor shall inform CTS immediately if it receives any withdrawal of consent for the collection, use or disclosure of Personal Data the Contractor has disclosed to CTS and/or any changes or inaccuracy in such Personal Data.

Accuracy

5. The Contractor shall take reasonable steps to ensure that any Personal Data collected on behalf of CTS is accurate and complete.

Transfer

6. The Contractor shall not transfer any Personal Data outside of Singapore. This clause shall not apply where an agreement to the contrary has been reached in writing. In that event, the

Contractor shall ensure that Personal Data is transferred on standards of protection equivalent or better than in Singapore.

Security and Protection

7. The Contractor shall make reasonable and appropriate security arrangements including where relevant administrative, physical and technical measures to protect the Personal Data from unauthorised Processing, taking into consideration the nature of the Personal Data, the form in which the Personal Data has been collected and the possible impact to the person concerned in the event of unauthorised activity. Security arrangements made must at the minimum be compliant with all applicable mandatory legal standards, industry security standards and Appendix 1. In the event that the Contractor is designing a system or process for CTS that is intended to process Personal Data, the Contractor shall ensure that in its design it considers and builds into the system or process such data protection measures as required under applicable Data Protection Laws. If in doubt, the Contractor shall seek clarification from CTS on the necessary measures required under this Clause 7.

Incident notification and handling

8. The Contractor shall establish appropriate policies and processes to escalate to CTS and to manage and resolve any unauthorized Processing of Personal Data ("**Personal Data Incident**"). The Contractor shall notify CTS promptly and in any event within twenty-four (24) hours of learning of any confirmed or likely Personal Data Incident. Such notification shall be accompanied by a statement of relevant information pertinent to the Personal Data Incident including the nature of the incident, the likely cause, the number of persons impacted, the types of Personal Data compromised, and the steps taken or intended to be taken to contain the incident. The Contractor shall give CTS all reasonable assistance required to resolve the Personal Data Incident including participation in incident investigation and taking such containment actions as may be directed by CTS.

Confidentiality

9. The Contractor shall maintain the confidentiality of the Personal Data in accordance with Clause 9 of the Conditions of Contract and limit access to necessary persons, save when there is an inconsistency between the provisions of Clause 9 of the Conditions of Contract and any of the provisions of this Data Processing Agreement, then the provisions of this Data Processing Agreement will prevail to the extent of the inconsistency. The Contractor shall place appropriate legal obligations of confidentiality on such persons accessing the Personal Data.

Third party processing

10. The Contractor shall not engage another party to Process the Personal Data unless expressly agreed to in writing, whether in a related contractual agreement or equivalent medium. If such agreement is reached, this clause shall not apply. Instead, the Contractor shall:
 - 10.1 Ensure that the same or equivalent data obligations as set out in this Data Processing Agreement are imposed on the other party;
 - 10.2 Ensure that the other party is fully aware of the responsibilities under this Data Processing Agreement that have been assigned to it;

- 10.3 Remain fully liable to CTS regardless whether the Processing is carried out by the other party or the Contractor; and
- 10.4 In the event that CTS has given general authorisation for the Processing of Personal Data by other parties, ensure that the Contractor maintain and make available a list of such parties together with a description of the Processing carried out by each such party, inform CTS of any intended changes to the list, and give CTS reasonable opportunity to state its objection to such changes. The Contractor shall address all such objections within a reasonable time.

Right to request deletion of Personal Data

- 11. The Contractor shall retain Personal Data no longer than necessary to carry out the Purpose (or as otherwise directed by CTS) and in any event not longer than statutory or professional retention periods under applicable Data Protection Laws. Within ten (10) working days from the end of the provision of services by the Contractor to CTS, the Contractor shall provide written confirmation that all copies of Personal Data have been securely disposed of (or at CTS's election returned to CTS), unless otherwise prevented by an applicable law. In that event, the Contractor shall provide a written statement describing the law and the effect of the law on the Contractor's compliance with the obligations set out in this Data Processing Agreement.

Data subject's rights

- 12. The Contractor shall reasonably assist CTS to respond to requests by Data Subjects to exercise rights stipulated under applicable Data Protection Laws. This includes informing CTS of relevant Data Subject requests the Contractor receives, carrying out reasonable requests by CTS to access, amend, restrict or delete Personal Data and providing information pertinent to communications by a Data Subject.

Records and audits

- 13. The Contractor shall maintain and make available records of all Processing activities carried out by the Contractor and sub-contractors as well as any information necessary to demonstrate compliance with applicable Data Protection Laws. This includes logging access to and extraction of Personal Data, the keeping of complete and accurate records to demonstrate the Contractor's compliance with this Data Processing Agreement, providing technical audit reports and certifications on request and responding to requests for due diligence information. The Contractor agrees to participate in risk assessments that may be required under applicable Data Protection Laws. CTS may audit the Contractor's compliance with this Data Processing Agreement through a reputable third party auditor at least once a year where required by law or in the event that the Contractor is found to be in breach under any applicable Data Protection Law.

Others

- 14. Without prejudice to the obligations under this Contract for the Contractor to indemnify CTS, the Contractor shall indemnify on demand and hold harmless CTS from and against all losses (including direct, indirect or consequential losses, loss of profit, loss of reputation), interest, damage, demands, expenses, claims, demands, choses in action, judgments, suits, proceedings, liabilities, administrative action and penalties, remedies, expenses, costs (including legal costs

assessed on a full indemnity basis and solicitor and client costs) arising from, or incurred, suffered or resulting from: (i) a breach of this Data Processing Agreement; (ii) the non-performance or negligent performance of the Contractor's obligations under this Data Processing Agreement; and/or (iii) the enforcement of this Data Processing Agreement.

15. For the avoidance of doubt, the terms of this Data Processing Agreement form an integral part of this Contract. In the event of an inconsistency between this Data Processing Agreement and the Conditions of Contract, the provisions of this Data Processing Agreement will prevail to the extent of the inconsistency.

Appendix 1

1. Notices

Any notices regarding the day-to-day obligations under this Appendix should be communicated in writing via email or other written notice to the Data Protection Officer.

2. General Security Practices

The Contractor has implemented and shall maintain appropriate technical and organizational measures to protect personal data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction, including the policies, and procedures and internal controls set forth in this document for its personnel, equipment, and facilities at the Contractor's locations providing services to CTS ("Services").

The Services are set forth in one or more agreement between the Contractor and CTS.

3. Technical and Organizational Security Measures

3.1. Organization of Information Security

- a. Security Ownership.** The Contractor has appointed one or more persons responsible for designing and reviewing the security architecture, effective implementation of security controls, compliance with regulatory policies and standards, coordinating and monitoring security rules and procedures, such as an Account Cyber Security Officer.
- b. Security Roles and Responsibilities.** The Contractor's personnel with access to personnel data are subject to confidentiality obligations.
- c. Risk Management.** The Contractor shall perform a risk assessment before processing the personal data or offering the Services.

3.2. Human Resources Security

- a. General.** The Contractor informs its personnel about relevant security procedures and their respective roles. The Contractor also informs its personnel of possible consequences of breaching its security policies and procedures. Employees who violate security policies may be subject to disciplinary action, up to and including termination of employment. A violation of this policy by a temporary worker or contractor may result in the termination of his or her contract or assignment with the Contractor.
- b. Training.** The Contractor's personnel with access to personal data receive:
 - i. annual security awareness and training regarding privacy and security procedures for the Services to aid in the prevention of unauthorized use (or inadvertent disclosure) of personal data;
 - ii. training regarding effectively responding to security events; and
 - iii. training is regularly reinforced through refresher training courses, emails, posters, notice boards and other training materials.
- c. Background Checks.** The Contractor's personnel are subject to criminal background checks.

3.3. Asset Management

- a. Asset Inventory.** Assets associated with information and information-processing facilities are identified and an inventory of assets is maintained.
- b. Information Classification.** The Contractor classifies personal data to help identify it and to allow for access to it to be appropriately restricted.
- c. Media Handling**
Personnel:

- i. Use trusted devices/corporate laptops/servers with encrypted storage that are configured with anti-malware software. All software including operating system and the anti-malware software on the machines should be updated and patched frequently.
 - ii. Protect/Encrypt personal data stored on a mobile device and external media, including laptops, smartphones, USB drives and DVDs; and
 - iii. Take measures to prevent accidental exposure of personal data, e.g. using privacy filters on laptops when in areas where over-the-shoulder viewing of personal data is possible.
- d. Data Disposal**
The Contractor shall have a documented data disposal strategy that includes identification/detection and secured data removal/disposal of sensitive data in physical/electronic media. This includes degaussing of tapes/hard drives/electronic media.

3.4. Personnel Access Controls

- a. Access Policy.** An access control policy is established, documented, and reviewed based on business and information security requirements.
- b. Access Recordkeeping.** The Contractor maintains a record of security privileges of its personnel that have access to personal data, networks and network services.
- c. Access Authorization.**
 - i. The Contractor must have data access policies which implements the following:
 - (a) Principle of least privilege access
 - (b) Multifactor authentication for all privilege access
 - (c) Regular reviews of personnel needing access to data
 - (d) Regular reviews of the rights of personnel to grant such access
 - (e) Traceability of every login to a single person.
 - (f) Lock-outs of accounts due to failed login attempts
 - (g) Locking access of unattended laptops/devices after a short predefined time (example 15 minutes)
 - (h) Secure password/credential storage
 - (i) Review and detection of unauthorised access to data where data includes personal data, credentials storage, logs and audit trails.
 - (j) Logging of access to data and regular reviews of this access.
 - ii. The Contractor must have password policies that follow industry best practices (example NIST) with password length/complexity requirements.

3.5. Cryptography

- a. Cryptographic controls policy**
 - i. The Contractor must have a policy on the use of cryptographic controls based on assessed risks.
 - ii. The Contractor must ensure that the cryptographic standards used adhere to industry standards adopted by US government/military or driven by internet leaders, eg Google and Amazon.
- b. Key management.** The Contractor must have measures for managing keys and detecting any compromise/unauthorised access in its key system.

3.6. Physical and Environmental Security

- a. Physical Access to Facilities**
 - i. The Contractor limits access to facilities where systems that process personal data are located to authorized individuals.

- ii. Access is controlled through key card and/or appropriate sign-in procedures for facilities with systems processing personal data. Personnel must be registered and are required to carry appropriate identification badges.
- iii. A security alarm system or other appropriate security measures shall be in place to provide alerts of security intrusions after normal working hours.
- b. Physical Access to Equipment.** The Contractor's equipment that is located off premises is protected using industry standard process to limit access to authorized individuals.
- c. Protection from Disruptions.** The Contractor uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.
- d. Clear Desk.** The Contractor has policies requiring a "clean desk/clear screen" at the end of the workday.

3.7. Operations Security

- a. Operational Policy.** The Contractor must maintain policies describing its security measures and the relevant procedures and responsibilities of its personnel who have access to personal data and to its systems and networks.
- b.** The Contractor continues to update its operational processes, procedures and/or practices in a timely manner to ensure that they are effective against the latest threats discovered.
- c. Mobile Devices.** Mobile devices should have access control measures and remote wipe capability turned on. Procedures should be in place to report and wipe data off lost mobile devices immediately after detection of loss.
- d.** Backup recovery media, where possible, shall be kept in an encrypted format.

3.8. Communications Security and Data Transfer

- a.** The Contractor has network policies which implements the following:
 - i. Segregation and Filtering of Traffic between Internet and Corporate Zones and between the different Corporate Zones
 - ii. Intrusion Prevention Capability
 - iii. Access Control and Password Policies on Network Devices
 - iv. Regular Network vulnerability/Penetration tests conducted by an independent third party at least annually

3.9. System Acquisition, Development and Maintenance

- a. Security Requirements.** The Contractor must adopt security requirements for the purchase or development of information systems, including for application services delivered through public networks.
- b. Development Requirements.** The Contractor has policies for secure development, system engineering and support. The Contractor conducts appropriate tests for system/application security as part of acceptance testing processes.

3.10. Supplier Relationships

- a. Policies.** The Contractor has information security policies or procedures for its use of suppliers. The Contractor has agreements with suppliers in which they agree to comply with CTS' and/or the Contractor's security requirements as relevant.
- b. Management.** The Contractor performs periodic audits on key suppliers and manages service delivery by its suppliers and reviews security against the agreements with suppliers.

3.11. Information Security Incident Management

- a. Response Process.** The Contractor maintains a record of information security breaches with a description of the breach, the consequences of the breach, the name of the reporter

and to whom the breach was reported, and the procedure for recovering data. Further, the Contractor should have robust incident handling and response processes that includes the containment of threat, investigation, recovery and restoration of services.

- b. Reporting.** The Contractor will report within twenty-four (24) hours to a designated response center any security incident that has resulted in a loss, misuse or unauthorized acquisition of any personal data.

3.12. Information Security Aspects of Business Continuity Management

- a. Planning.** The Contractor maintains emergency and contingency plans for the facilities in which CTS' information systems that process personal data are located.
- b. Data Recovery.** The Contractor's redundant storage and its procedures for recovering data are designed to attempt to reconstruct personal in its original state from before the time it was lost or destroyed.

3.13 Audit and Assessment

- a.** CTS reserves the right to perform an onsite audit for the purpose of completing our due diligence in data protection and security matters.

Tender Specifications for Limousine Service to Changi Travel Services Pte Ltd

1. Tender Overview

- **Title:** Providing Limousine Service for Changi Travel Services Pte Ltd
- **Description:** Limousine service to be provided for Changi Travel Services Pte Ltd in the form of point-to-point transfer (including arrival and departure from airport), advance booking, city tours and ad-hoc services such as chartered bus.
- **Contract Duration:** 5 December 2025 – 4 December 2026

2. Scope of Work

- **Deliverables:**

Availability of vehicles

-  Premium 6, 7 and 13-seater vehicles
-  Premium 6-seater vehicles must have the following specification:
 - ❖ Comparable to Alphard and equivalent
-  Premium 7-seater vehicles must have the following specification:
 - ❖ Comparable to Viano and equivalent
-  13-seater vehicles must have the following specification:
 - ❖ Comparable to Hiace and equivalent
-  Optional (if any) chartered bus service with the following specification:
 - ❖ 23 Seater
 - ❖ 40 Seater

Bookings

-  Point-To-Point Transfer
 - ❖ Once booking has been made, vehicles must arrive at pickup location within 15 minutes for point-to-point transfer (including arrival and departure from airport)
-  City Tours
 - ❖ Once booking has been made, vehicles must arrive at pickup location within 15 minutes for city tours
-  Advance Booking
 - ❖ For advance booking, vehicles will be on standby for 90 minutes after flight arrival for airport transfer, and reach 30 minutes prior to pick up time for departure/point-to-point transfer

Other Service Standards

- ❖ Vendor must ensure drivers do not reject any bookings, any rejection to have a reassigned driver within the grace period timeframe
- ❖ Vendor must ensure high responsiveness within 1 minute (including graveyard hours) in providing notification to Changi Services Travel Pte Ltd on demand. Airport operates 24 hours, quick turnaround communication is mandatory for service reassurance
- ❖ Vendor to provide a replacement vehicle in any unforeseen circumstances such as vehicle breakdown during the scheduled trip
- ❖ Upon receiving any bookings made in advance, vendor is to provide proof of confirmation to customer immediately.

• **End Customer Protocol**

Point-To-Point Transfer (Includes Pickup from City and City Tour arranged in the city)

- ❖ Once booking has been made, vehicles must arrive at pickup location within 15 minutes for point-to-point transfer (including departure from airport). Driver is advised to reach 15 mins prior to pickup time (ie booking at 1300hrs, driver arrives at 1245hrs, grace period for customer till 1315hrs)
- ❖ Passenger is entitled to a 15 minutes Grace Period upon vehicle arrival
- ❖ After the combined 30-minute grace, the vendor may levy a waiting charge of \$15 per additional 15-minute block, to be collected directly from the passenger.

City Tours (Airport Pickup Only)

- ❖ Once booking has been made, vehicles must arrive at pickup location in Airport within 15 minutes for city tours
- ❖ Passenger is entitled to a 15 minutes Grace Period upon vehicle arrival
- ❖ After the combined 30-minute grace, the vendor may levy a waiting charge of \$15 per additional 15-minute block, to be collected directly from the passenger

Advance Booking

- ❖ For advance booking, driver needs to monitor the flight arrival time. Based on flight arrival time, vehicles to be on standby for 90 minutes after flight arrival time for airport transfer, and advisable to reach 30 minutes prior to pick up time for departure/point-to-point transfer
- ❖ After the combined 30-minute grace, the vendor may levy a waiting charge of \$15 per additional 15-minute block, to be collected directly from the passenger.
- ❖ The vendor shall establish contact with the guest on the same day the advance booking is created. In the event that the provided contact details are unreachable, the vendor is required to notify CTS immediately

Claim Submission Protocol (Vendor's Driver to CTS)

- ❖ Vendor driver administrators must consult CTS Transport Team before submitting any waiting time claims.
- ❖ They should check in at least 10 minutes before the grace period ends to confirm whether to stand down, continue waiting, or follow other instructions
- ❖ All claims must be supported with proof, such as timestamped photos, videos, or system records. Claims submitted without sufficient evidence may be rejected.
- ❖ Waiting time claims may be considered on a case-by-case basis if they arise from CTS-instructed holds, standby, or special handling requirements.

3. Contract Terms and Conditions

- **Payment Terms:** 30 Days or above Credit Term from date of invoice

4. Penalties (between CTS and Vendor)

- **Punctuality**
 - For every 15 minutes block for being late beyond scheduled arrival time, the vendor will be penalised S\$30.00 per block, or part thereof
- **No- Show Policy**
 - For no show, vendor will be penalised for S\$100.00, in addition to scheduled trip cost
 - Warning Letter will be issued for first timers, subsequent occurrence will result in termination of drivers

EVALUATION CRITERIA

1.1 Tenderer must submit proposal via procurement@changirecommends.com.sg.

1.2 The Tenderer will be evaluated based on, at least the following criteria:

- a. Costing of Services
- b. Fleet Size (Duplication of Vehicle and Driver with another vendor will not be counted in our Tabulation)
- c. Meeting Regulatory Standards
- d. Company Track Record

CTS reserves the right to award the tender in whole or in part and is not obliged to accept the lowest or any tender received, without assigning any reason thereof. Tender proposals that do not meet these criteria shall be rejected.

FORM OF TENDER

Date:

TO:

Angie Lim
Changi Travel Services Pte. Ltd. (CTS)
80 Airport Boulevard
#03-25 Singapore Changi Airport Terminal 1
Singapore 819642

FROM:

Name(s) of Tenderer:
Address of Tenderer:
Tender Ref No.: 2025/612B
TENDER FOR: Limousine Service

Dear Sirs,

8. Having examined the Tender Documents comprising:

- a. Invitation to Tender (Cover Letter);
- b. The Form of Tender;
- c. Instructions to Tenderer; and
- d. The Conditions of Contract with Annexures A (Data Processing Agreement)
- e. The Evaluation Criteria.
- f. The Particular Requirements/Specifications;
- g. Relevant Appendixes

for the supply and delivery of the Goods/Services to CTS, we the undersigned, offer to supply, deliver, install, test, commission and maintain all the works and items as specified in the above Tender Documents.

9. Our Tender is fully consistent with and does not contradict or derogate from anything in the above Tender Documents. CTS is entitled to reject our Tender if it is inconsistent with or contradict or derogate from anything in the above Tender Documents.

10. Our offer is valid for 3 calendar months from the closing of this Tender.

11. We agree that as and when requested by CTS, we shall extend the validity of this offer for one or more periods not exceeding in total 3 calendar months.
12. A breakdown of the Contract Price, stating clearly any Goods and Services Tax (GST), value added taxes, sales taxes, consumption taxes and other similar taxes (the "Indirect Taxes") chargeable for the supply of goods or services required in the tender for the Goods/Services is given in the Price Schedule attached hereto.
13. We agree that CTS reserves the right to accept any Tender without having to divulge the reason(s) and, unless expressly stipulated to the contrary in our tender proposal, the discretion to accept our offer in whole or in part without any prejudice whatsoever. We also agree that CTS reserves the right not to award the tender.
14. We further undertake to give you any further information which you may require.
15. We warrant, represent and declare that we are duly authorised to submit, sign this tender, receive instruction, give any information, accept any contract and act for and on behalf of _____ (insert name of company/consortium).

Tenderer's (as *Principal/Agent)
Company or Business Registration No¹:

Tenderer's official
Stamp¹:

Authorized Signature¹

Name:

Designation:

(*Delete whichever is not applicable)

IMPORTANT NOTICE -	This Form duly COMPLETED must accompany every Tender Proposal. Any change to its wordings may render the Tender liable to DISQUALIFICATION.
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¹ The Lead Member's registration number, official stamp and authorised signature must be provided.

Points to Note:

1. If the tender is submitted by a consortium, then:
 - (a) each member of the consortium shall be named;
 - (b) The Lead Member of the consortium shall submit the tender on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorised by all members of the consortium to submit, sign the tender, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the consortium. For example, paragraph 1 in this Form of Tender should read “We, (Name of Lead Member), acting for and on behalf of (Name of 1st Member), (name of 2nd Member) and (etc – List out Names of remaining Members)”;
 - (c) If the tender is submitted by a consortium, the tender shall be submitted by the Lead Member on behalf of all members for the consortium. Each member of the consortium shall be listed. For example, “...for and on behalf of (Name of 1st Member), (Name of 2nd Member) and (etc-List out Names of remaining Members)...”
2. The Lead Member’s registration number, official stamp and authorised signature must be provided.