

Date: 11 September 2017

Reference: CAG/SELETAR/SBAC

EXPRESSION OF INTEREST TO PARTICIPATE IN REQUEST FOR PROPOSAL TO FIT OUT AND OPERATE SELETAR AIRPORT BUSINESS AVIATION CENTRE

BACKGROUND

- 1 Seletar Airport currently caters non-scheduled flights including business aviation, aircraft maintenance repair and overhaul, medical evacuation, training and general aviation).
- 2 As part of airport upgrading plans, a new passenger terminal building (PTB) will be built to replace the current terminal. Scheduled to complete in 2018, the new PTB will cater to the needs of both existing users, as well as scheduled operations, including flights to be relocated from Changi Airport.
- 3 To enhance the service levels for non-scheduled flight operations, there will be new Business Aviation Centre (“BAC”) within the new PTB which will segregate scheduled and non-scheduled operations. Scheduled flights will be handled at the main PTB while all non-scheduled flights would be handled at the BAC.

INVITATION

- 4 The Changi Airport Group (Singapore) Pte Ltd (“**CAG(S)**”) invites qualified companies to express their interest in participating for the award of providing management services at Seletar Airport BAC.
- 5 The appointed operator will be granted a lease of the BAC and and be the sole operator of the BAC, with rights to provide services/products (“Management Services”) to meet the needs of all BAC users including but not limited to:
 - (i) engaging the relevant authorities to provide Customs, Immigration and Quarantine facility (“**CIQ**”) and security screening within the BAC;
 - (ii) entertainment and/or related services/products;
 - (iii) food and beverage;
 - (iv) shower/toilet facilities and toiletries; and
 - (v) business connectivity services/products.
- 6 The term for the provision of the Management Services shall be for a period of 6 years, commencing on 1 May 2018 and ending on 30 April 2024 (“the Expiry Date”). Provided that the term shall be sooner terminated on the date CAG(S) ceases to be the airport operator of the Airport, or the date the tenancy agreement between CAG(S) and the Civil Aviation Authority of Singapore is terminated or expired, whichever is the earlier. CAG(S) shall have the right to request for a 1-year extension of the term six (6) months prior to the Expiry Date, on the same terms and conditions, unless otherwise agreed.
- 7 CAG(S) is looking for an established operator, with a successful track record in operating and managing BACs in other airports, or similar facilities with related services.

SUBMISSION REQUIREMENTS

- 8 Companies shall express their interest to participate in the award of the operating licence of Seletar Airport BAC.

Companies would need to submit the Expression of Interest in the format as in Appendix A via email to Mr Joshua Foo (joshua.foo@changiairport.com) or Ms Regina Tee (regina.tee@changiairport.com) **not later than 12pm (Singapore Time) on 20 September 2017.**

- 9 Upon successful receipt of the completed Expression of Interest, a Non-Disclosure Agreement in the format as in Appendix B will be issued by CAG(S) and companies must submit the completed Non-Disclosure Agreement before the RFP briefing as detailed in paragraph 11.
- 10 Companies intending to form a joint venture or consortium shall submit separate Non-Disclosure Agreements for each of their individual shareholder or stakeholder and at least one of the shareholder or stakeholder must have attended the RFP briefing.

RFP BRIEFING

- 11 CAG(S) will inform companies the details of the RFP briefing on **28 September 2017, 10am (Singapore Time)**. Each company is allowed to send a maximum of three (3) representatives to attend the RFP briefing.
- 12 Attendees whose organisation has not submitted the Non-Disclosure Agreement as attached in Appendix B enclosed will not be allowed to attend the RFP briefing.

QUERIES

- 13 Should there be any queries, please contact:

Mr Joshua Foo
Changi Airport Group
DID: (65) 6632 6317
Email: Joshua.foo@changiairport.com

FORM OF REPLY TO EXPRESSION OF INTEREST

Ref: CAG/SELETAR/SBAC

Date:

To: Chief Executive Officer
Changi Airport Group (Singapore) Pte Ltd
PO Box 168
Singapore Changi Airport
Singapore 918146
(Attn: Mr Joshua Foo)

**EXPRESSION OF INTEREST TO PARTICIPATE IN REQUEST FOR PROPOSAL
TO FIT OUT AND OPERATE SELETAR AIRPORT BUSINESS AVIATION
CENTRE**

1. We refer to your invitation to express interest for the above-captioned licence dated 11 September 2017.
2. We are interested in participating in the request for proposal to fit out and provide management services at the Seletar Airport Business Aviation Centre. We will be attending the briefing on 28 September 2017, 10am (Singapore Time).

Yours faithfully,

[Signature, Name and Designation of all parties in the proposed bid]

[Date]

[proper name of Company]

[address]

Attention: [contact person]

Dear Sirs

Request for Proposal to Fit Out and Operate Seletar Airport Business Aviation Centre (“the Matter”) Agreement

We refer to our communications with you regarding the Matter.

1 CONFIDENTIALITY

1.1 We agree and acknowledge that either of us (“**the Disclosing Party**”) may directly or indirectly disclose to the other (“**the Receiving Party**”) materials and information (“**Confidential Information**”) in any form related to the Matter including analyses, compilations, forecasts, studies, research, data, photographs, slides, films, videotapes, drawings, maps, plans, records, reports, papers and other documents, data, specifications, designs, testing procedures and all other technical, business and other necessary information including all or any human readable or computer or other machine readable data, logic, logic programs, flow charts, coding sheets, coding, source or object codes, listings, test data, test routines, diagnostic programs or other material relating to or comprising software which shall be part of the Matter, excluding materials which at the date of receipt, were lawfully possessed by the Receiving Party or which were not acquired directly or indirectly from the Disclosing Party or which entered the public domain without any fault of the Receiving Party. Unless expressly provided otherwise or the context requires otherwise, references in this Agreement to “Receiving Party” or to “Disclosing Party” includes its shareholders, related corporations (within the meaning of the Companies Act), officers, employees, agents, contractors, representatives or advisers (singularly or collectively, “**Authorised Representatives**”).

1.2 The Receiving Party undertakes and agrees that:

- (1) it will keep the Confidential Information secret and confidential and it will use the Confidential Information only for the Matter;
- (2) it will not release or disclose any Confidential Information to any person other than its Authorised Representatives without the prior written consent of the Disclosing Party (which consent will not be unreasonably withheld or delayed), except as may be required by law
Provided that –

- (a) if the Receiving Party is compelled by law to disclose such information, the Receiving Party will immediately notify the Disclosing Party in writing so that the Disclosing Party may, seek to prevent that disclosure;
 - (b) the Receiving Party will take such steps as the Disclosing Party may reasonably require to prevent or minimize the scope of such disclosure; and
 - (c) in any case, if the Receiving Party is compelled to make disclosure, it will disclose only that portion of the Confidential Information which must be disclosed;
- (3) even if it discloses any Confidential Information in accordance with this Agreement to any person, the Receiving Party will first obtain the undertaking of such person in a form acceptable to the Disclosing Party, to use the Confidential Information in accordance with this Agreement, and any breach by such persons will constitute a breach by the Receiving Party; and
- (4) if it becomes aware or is deemed to have become aware of any disclosure or use of any Confidential Information contrary to the rights of the Disclosing Party, the Receiving Party will notify the Disclosing Party in writing immediately and if possible, provide the Disclosing Party with evidence of such disclosure or use.

1.3 However:

- (1) this Agreement does not:
- (a) require any party to disclose or receive any Confidential Information;
 - (b) constitute or imply any representation, warranty or undertaking by the Disclosing Party of the accuracy or completeness of the Confidential Information used or disclosed; nor
 - (c) grant to the Receiving Party, any intellectual property or other proprietary right in any Confidential Information; and
- (2) at the Disclosing Party's request or if the Matter is suspended or terminated, whichever will be earliest, the Receiving Party will as the Disclosing Party may choose, destroy or dispose of in a manner approved by the Disclosing Party or return in as good order and condition as at the date of receipt (without retaining any copy) to the Disclosing Party all Confidential Information and any document or material incorporating any Confidential Information earlier provided by or for the Disclosing Party.

2 INDEMNITY

CONFIDENTIAL

Each of us will indemnify the other fully for any losses, damages or expenses that may result from any breach of the provisions of this Agreement and will waive any rights which the former may have to oppose the granting of any equitable relief (including injunctive relief) sought by the other in relation to any threatened or actual breach of the provisions of this Agreement.

3 ASSIGNMENT, TRANSFER OR DELEGATION

Neither one of us may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other (which consent will not be unreasonably withheld or delayed).

4 CUMULATIVE RIGHTS AND REMEDIES

The rights and remedies given to each party under this Agreement shall be cumulative remedies and shall not prejudice any other rights or remedies of such party contained in this Agreement or at law or the right of action or other remedy of such party against the defaulting party or in respect of any antecedent breach of this Agreement by the defaulting party.

5 DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which Rules are deemed to be incorporated by reference into this Agreement. The number of arbitrator shall be one, the seat of arbitration shall be Singapore and the governing law of this Agreement shall be the substantive law of Singapore.

6 VALIDITY PERIOD

This Agreement shall be valid and binding on the Receiving Party from the date of this Agreement until the date on which the Disclosing Party discharges the Receiving Party from it.

Please confirm your agreement by signing and returning the duplicate of this letter to us.

Yours faithfully

Khoh Su Lim
Deputy General Manager, Seletar Airport
Changi Airport Group (S) Pte Ltd

We accept the terms and conditions of the Agreement as described above.
To be completed and signed by Authorised Company Signatory

Date: _____

Name: _____

Designation: _____

Signature: _____

Company: _____