



**INVITATION TO TENDER FOR THE  
CO-MANAGEMENT OF THE BUSINESS AND OPERATIONS  
OF THE COMMERCIALY IMPORTANT PERSONS (CIP)  
TERMINAL LOUNGE, CHANGI AIRPORT**

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PROJECT OFFICERS

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**CHANGI AIRPORT GROUP (SINGAPORE) PTE LTD**

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Schedules 2 to 8 will be emailed to Tenderers upon CAG's receipt of a duly completed and signed Non-Disclosure Agreement (NDA). Tenderers shall email the completed NDA document to all CAG project officers listed on the title page of this document.

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# SCHEDULE 1

## INVITATION TO TENDER





6 February 2024

## **INVITATION TO TENDER FOR THE CO-MANAGEMENT OF THE BUSINESS AND OPERATIONS OF THE COMMERCIALY IMPORTANT PERSONS (“CIP”) TERMINAL LOUNGE, CHANGI AIRPORT**

- 1 Changi Airport Group (Singapore) Pte Ltd (“**CAG**”) hereby invites interested parties to participate in the Invitation to Tender for the co-management of the business and operations of the Commercially Important Persons (CIP) Terminal Lounge at Singapore’s Changi Airport.
- 2 CAG is looking out for creative, refreshing, bold and innovative new proposals for the conduct of business and operations of the CIP Terminal Lounge at Changi Airport. This includes new ways of operating the business, and the offering of novel products and services to passengers. This is with the aim of elevating Changi Airport and its CIP Terminal into a preferred premium travel and hospitality hub that attracts travellers from across the region.
- 3 The successful Tenderer is expected to work alongside CAG to provide an elevated experience and exceptional service to CIP passengers, serving both commercial flight and private jet passengers. Proposed products and service offerings must therefore be differentiated from a regular passenger’s flow and experience.
- 4 This is an open tender. Any interested party may submit a proposal.

5 Interested parties (and hereafter, “**Tenderers**”) shall submit their proposals in accordance with the following modes of submission:

To submit for Tender	Modes of submission	Closing Date (Singapore Time)
1. Signed Non-Disclosure Agreement ( <b>Annex A</b> )  2. Tenderer’s detailed business and operations proposal  3. <b>Schedule 7</b> : Template for Critical Criteria and Price Criteria (including Price Criteria Excel Sheet)  4. <b>Schedule 8</b> : Information on Tenderer and Form of Tender  5. Any other part(s), information, or document(s) deemed relevant by the Tenderer	<p style="text-align: center;">Both <u>electronic copy</u> and <u>hard copy</u></p> <p style="text-align: center;">All electronic copies must be password-protected (Refer to para. 5.2)</p>	<p style="text-align: center;">20 Mar 2024, 1600hrs</p>

- 5.1 Both electronic (soft) copy and hardcopy submissions are mandatory.
- 5.2 Electronic (soft) copies are to be sent via electronic mail (email) to all the project officers indicated on the title sheet by the above stipulated closing date and time. **All electronic copies must be password-protected. Password(s) to open the electronic tender submissions must only be emailed to CAG project officers after the closure of Tender.**
- 5.3 Hard copies are to be submitted to tender submission boxes situated at Changi Airport Group’s Corporate Office at Changi Airport Terminal 2, Level 4 by the above stipulated closing date and time.
- 5.4 Tenderers may access CAG’s Corporate Office via the lifts behind Check-in Row 12 at Terminal 2 Departure Hall. Tenderers are to approach the reception to enquire on the precise location of the tender submission boxes. Refer to **Schedule 6, Annex E** for more details on hardcopy submission.
- 5.5 CAG reserves the right to reject any tender not submitted in accordance with the specified modes of submission.

- 6 A mandatory tender briefing will be conducted on **15 February 2024 (Thursday)**, at **3pm** (Singapore time) at the **Changi Airport Group Corporate Office (Level 2), Changi Airport Terminal 2**. Please follow on-site signs to the briefing.
- a. Prior to the briefing day, Tenderers shall inform and confirm their attendance to the CAG project officers indicated on the title sheet via email.
  - b. There will be an optional site visit to the existing CIP Terminal building following the mandatory briefing.
- 7 Schedules 2 to 8 of the Tender documents will only be released to Tenderers upon CAG's receipt of the Tenderer's duly completed and signed NDA (template can be found in **Annex A**). Tenderers shall email the completed NDA document to all CAG project officers listed on the title page of this document.

Yours faithfully



**ANG Siew Min (Mr)**  
Senior Vice President  
Airport Operations Development & Airport Operations Services

For and on behalf of  
**Changi Airport Group (Singapore) Pte Ltd**

## ANNEX A Non-Disclosure Agreement (NDA)

### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made between Changi Airport Group (Singapore) Pte. Ltd. (“**CAG**”) and the undersigned entity below (the “**Company**”) to enter into or evaluate, a business transaction or commercial relationship described below in **para. 11** as the “**Purpose**”. CAG and the Company (each, a “**Party**”, and both, the “**Parties**”) agree as follows:

#### 1. Confidentiality Obligations.

- (a) Either CAG or the Company (the “**Discloser**”) may disclose to the other (the “**Recipient**”) information relating to the Purpose that the Discloser 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 (“**Confidential Information**”). Confidential Information includes without limitation (i) 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; (ii) third party information that the Discloser is obligated to keep confidential; (iii) the provisions of this confidentiality agreement (the “**Agreement**”) and the nature and existence of a possible relationship or transaction between CAG and the Company.
- (b) The Recipient shall keep the Confidential Information strictly confidential and use it only for the Purpose.
- (c) The Recipient shall use the same standard of care it uses for its own confidential information, to (i) protect the Confidential Information and (ii) avoid any unauthorised use or disclosure of the Confidential Information, which shall in no event be less than a reasonable degree of care.
- (d) Except with the prior written consent of the other Party, a Party shall not publish or release, or allow the publication or release of, any interview, news item, press release, article, announcement, media statement, publication, advertisement, prepared speech or other information or material pertaining to the Confidential Information or the existence of the discussions between the Parties about the Purpose.

**2. Permitted Disclosures.**

(a) The Recipient may disclose Confidential Information to any entity that directly or indirectly controls, is controlled by or is under common control with the Recipient, the Recipient's employees, directors, officers, agents, professional advisers or contractors (collectively, the "**Authorised Recipients**"), only if such Authorised Recipients (i) have a need to know the Confidential Information and the Recipient discloses Confidential Information to the extent necessary for the Purpose; (ii) are informed of the confidential nature of the Confidential Information; and (iii) have agreed with the Recipient in writing to substantially similar obligations to this Agreement with respect to the Confidential Information. Any breach by such Authorised Recipients of the provisions of this Agreement will constitute a breach by the Recipient.

(b) The Recipient may disclose Confidential Information when compelled to do so by law, regulations directives or orders of any government, statutory or regulatory body (including stock exchange) or relevant court or tribunal of competent jurisdiction, if the Recipient (i) to the extent legally permitted, provides reasonable prior notice to the Discloser; (ii) without undue delay takes all necessary steps to minimise the scope of such disclosure; and (iii) discloses only such Confidential Information that it is legally compelled to.

**3. Exclusions.** Confidential Information excludes any information that (i) was known to the Recipient without restriction before receipt from the Discloser; (ii) is publicly available through no act, omission or default of the Recipient or breach of this Agreement; (iii) is rightfully received by the Recipient from a third party without a duty or obligation of confidentiality; (iv) is independently developed by the Recipient; or (v) the Parties agree in writing to be excluded from the Confidential Information.

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

**5. Term.** This Agreement shall be effective from the "**Effective Date**" stated below for the "**Validity Period**" described below.

**6. Return or Destruction of Confidential Information.** Upon written request by the Discloser, the Recipient shall and shall procure that its Authorised Recipients 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. The Recipient is permitted to retain Confidential Information only to the extent that such retention is required by law, legal proceedings, or if the Confidential Information forms part of records retained in the Recipient's routine information technology back-up storage facilities and is



not capable of being readily located, segregated and accessed. The Confidential Information retained will be subject to the provisions of Clause 1 on the Confidentiality Obligations for as long as it is retained, and, if retained in the back-up storage facilities of the Recipient, deleted from the Recipient's systems in accordance with the Recipient's records retention policy.

- 7. Ownership and Intellectual Property.** The Confidential Information will remain the exclusive property of the respective Discloser. The Discloser's disclosure of Confidential Information does not constitute an express or implied grant to the Recipient of any rights to the Discloser's patents, copyrights, trade secrets, trade marks or other intellectual property rights, except the limited rights necessary to use the Confidential Information for the Purpose. All information relating to the Discloser's issued patents and pending patent applications may not be used as evidence of the Recipient's notice or knowledge of any such patents in any proceeding under any worldwide patent laws.
- 8. Indemnity.** The Recipient will indemnify and hold the Discloser harmless from, all claims, demands, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential loss, loss of profit, loss of reputation and all interest, administrative penalties, legal costs on a full indemnity basis including solicitor and client costs, and other professional costs and expenses) suffered or incurred by the Discloser arising out of or in connection with a breach by the Recipient and/or any of its Authorised Recipients of this Agreement.
- 9. General.**

  - (a) This Agreement does not constitute or imply any representation, warranty or undertaking by the Discloser of the truth, accuracy or completeness of the Confidential Information disclosed or used in accordance with this Agreement.
  - (b) This Agreement imposes no obligation to proceed with any business transaction or commercial relationship.
  - (c) This Agreement does not create any joint venture, agency or partnership relationship and is not assignable or transferable by either Party without the prior written consent of the other Party.
  - (d) This Agreement shall be read together with any data processing agreement signed between the Parties on the same subject matter, and in the event of inconsistency, the provisions of the data processing agreement will prevail to the extent of the inconsistency.
  - (e) The Parties may execute this Agreement in counterparts, which taken together will constitute one instrument. The Parties agree that this Agreement

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. Any amendments must be in writing and signed by the Parties.

- (f) Failure or delay to enforce any of the provisions of this Agreement will not constitute a waiver. No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach. The rights and remedies of each Party under this Agreement shall be cumulative 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 remedy of a Party against the defaulting Party in respect of any antecedent breach.
- (g) If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law, the remaining terms and provisions of this Agreement shall remain in force and effect without such invalid term or provision.
- (h) A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any provision of this Agreement.
- (i) All notices will be given in writing and will be delivered by electronic mail or by hand, courier or registered post, to the addresses stipulated in this Agreement.

#### **10. Governing Law, Injunctive Relief and Dispute Resolution.**

- (a) This Agreement is governed by and construed in accordance with the laws of Singapore.
- (b) The Recipient agrees that the Discloser will have 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 Agreement.
- (c) Save for Clause 10(b), any dispute, claim, disagreement or difference (“**Dispute**”) between the Parties arising out of or in connection with this Agreement (including without limitation any question regarding its existence, validity or termination) 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 into this Agreement.

The arbitration shall be conducted in the English language. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of 1 arbitrator to be agreed upon between the Parties. If no agreement is reached between the Parties within 30 calendar days after the receipt by one Party of a proposal for an arbitrator from the other, the arbitrator shall be appointed by the President of the SIAC.

**11. Purpose.** An Invitation to Tender for the co-management of the business and operations of the Commercially Important Persons (CIP) Terminal Lounge, Changi Airport (the “**Project**”), including all related information, briefings, clarification, discussions, information-sharing, and any other purposes related to, or pertaining to the Project.

a. Effective Date: 6 February 2024

b. Validity Period: 3 years

**The Parties have executed this Agreement on the dates stated below.**

Entity Name :

Registration No. :

Registered office address :

Email for notices :

Authorised signature : \_\_\_\_\_

Authorised signatory name:

Designation :

Date signed :

*[Continued on next page]*

Entity Name : **CHANGI AIRPORT GROUP (SINGAPORE) PTE. LTD.**

Registration No. : **200910817N**

Registered office address : **60 Airport Boulevard #046-037,  
Changi Airport Terminal 2, Singapore 819643**

Email for notices : **darius.wee@changiairport.com  
darren.wong@changiairport.com  
anthea.tan@changiairport.com**

Authorised signature : \_\_\_\_\_

Authorised signatory name: **ANG Siew Min (Mr)**

Designation : **Senior Vice President,  
Airport Operations Development &  
Airport Operations Services**

Date signed :

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