



# Request for Information (RFI)

**Project Title** : Appointment of Global Integrated Agencies

**Tender Reference Number** : TR 1303

**Type of Document** : Main

**Organization** : Singapore Airlines Limited

**Date** : 20 August 2018

**Confidentiality:**

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## A. PUBLISHED VERSIONS

S/No	Version/Description	Published date
1	<u>Version 1</u> Original Pre-Qualification document – 23 pages	20 August 2018



## 1. INTRODUCTION

- 1.1 Singapore Airlines Limited (SIA) is in the business of air transportation of passengers and cargo and related businesses. Together with its subsidiaries SilkAir and Scoot, the Company's passenger route network spans over 130 destinations in more than 30 countries, across 6 continents.
- 1.2 In 2017, SIA recognised the need to reposition the Group to face the challenges of the industry as the global competition intensified. Over the last few years, we launched a strategic review of our portfolio which led to investments in both full- service and low-cost operations and the initiation of a multi-hub strategy leading to airline investments in markets overseas. The major transformation launched a year ago was led by a dedicated Transformation Office. With the CEO leading a senior team, it oversees work across the Group to identify revenue generation opportunities, sharpen the cost base and revamp the organisation structure.
- 1.3 The key organization goal for Singapore Airlines is to get back to #1 by:
- Becoming the undisputed market leader
  - Inspiring passion in people
  - Creating a vibrant innovation culture
- 1.4 Singapore Airlines (SIA) is one of the most beloved brands of Singapore, one with a rich heritage and reputation for building long term partnerships with agencies. As we review our business to be future fit, we are likewise doing the same to ensure we are collaborating with the right external marketing partners in the right way so that they will play a strategic role throughout our transformation. This tender is an invitation to agencies in Singapore to provide an integrated solution to help us cut through the changing marketing and communications landscape with impact, so as to elevate our iconic brand as we continue to spread our wings globally.
- 1.5 The Tender Exercise will be conducted in two key phases. The first phase will be a Pre-Qualification stage (Phase 1A), followed by Chemistry Meetings with SIA (Phase 1B) and finally, a full RFP exercise (Phase 2). The Pre-Qualification stage (Phase 1A) will:
- Serve as an initial brief for interested agencies to better understand SIA's agency requirements.
  - Establish a common response format to allow for an efficient, fair and meaningful evaluation of all proposals received.
  - Equip SIA with relevant and updated information on the various agency options and capabilities, and subsequently enable SIA to shortlist this reference agencies to meet with SIA via a Chemistry Meeting.
- In Phase 1B, the shortlisted agencies will be notified and scheduled to meet with SIA for a Chemistry Meeting. After this meeting, there may be a further short list
- In the last phase, the shortlisted agencies will be invited to submit a full response to a Pitch Challenge and a commercial bid. Vendors should be prepared to make one or more presentations to an evaluation committee as required.

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To achieve these objectives, interested agencies should respond in the indicated format, answering all the required sections and clearly indicate any assumptions used or exceptions made in responding. Respondents will be evaluated based on the written submissions and any oral presentations, if required.

## 1.5 Key Tender Milestones

The tender proceedings shall be conducted based on the following schedule. Late submissions will not be entertained.

Event	Date
<b>PHASE 1A (PRE-QUALIFICATION)</b>	
Invitation and release of RFI	20 August 2018
RFI Briefing to interested agencies	27 August 2018
Period for questions & answers from agencies	27 to 29 August 2018
SIA responds to questions from agencies	30 August 2018
Deadline for submission of RFI documents	5 September 2018
Notification of shortlisted agencies	Week of 24 September 2018
<b>PHASE 1B</b>	
Chemistry Session	15 to 16 October 2018
<b>PHASE TWO (MAIN RFP)</b>	
Release of full RFP specifications to shortlisted agencies	17 October 2018
Deadline for submission of Round 1 Fee and Pricing	26 October 2018
Strategic Tissue Workshop Part 1	12 November 2018
Strategic Tissue Workshop Part 2	26 to 27 November 2018
Deadline for submission of Round 2 Fee and Pricing	21 November 2018
Final Pitch Presentation	13 December 2018
Conclusion of Pitch	Week of 21 January 2018
* Dates may be subjected to changes	

SIA reserves the right to amend the above schedule and dates.

- 1.6 This document is by no means, a contractual offer from Singapore Airlines Limited.
- 1.7 SIA reserves the right not to appoint any vendor(s) for this Tender Exercise in the event that the vendors are deemed unsuitable.
- 1.8 For more background information on SIA, please refer to its website [singaporeair.com](http://singaporeair.com).



## 2. SINGAPORE AIRLINES' TRANSFORMATION JOURNEY

A full-time Transformation Office with a team of dedicated staff members was established to review business strategies and operational efficacy, with a focus on revenue-generation initiatives, enhancements to operational efficiency and improvements in organisational structure. The team has been working across the organisation and identified over 90 initiatives to be pursued, each with detailed action plans. To know more about some of the developments to date, please refer to – <https://www.singaporeair.com/saar5/pdf/Investor-Relations/Annual-Report/annualreport1718.pdf>

## 3. AGENCY REQUIREMENTS AND SCOPE OF WORK

This section aims to provide interested agencies with an idea of SIA's agency requirements, how the company envision the partnership would work, and where the priorities are.

It shall be the agency's sole responsibility to ensure that they are able to critically assess the extent and implications of the requirements in this RF1.

It is important to note that while this is a search for an agency/agencies to fulfil SIA's integrated strategy, brand and creative, media, content, website / app, and production requirements, primarily supporting the Singapore Airlines Head Office located in Singapore, the agency is also required to have the capability to service all of the local markets through a hub model. **Agency needs to have at least 1 office in each of these regional hubs, where that office must have both creative and media capabilities.** The 6 regional hubs are South East Asia, North Asia, Southwest Pacific, Europe, West Asia and Africa, and the USA.







- This tender will accept agencies coming together within a holding group
- One holding group can have one or more combination of agencies
- Independent agencies can participate by forming a consortium
- Agencies within holding group/ consortium should demonstrate proof points of past work experience on other clients
- SIA also reserves the right to award the contract to the holding group/ consortium as a whole or select agency(s) within the holding group/ consortium
- Agencies will be evaluated both at holding group and individual agency level
- This tender is for agency appointment at HQ (Singapore) and the above-mentioned regional hubs
- Local markets may or may not work with the agency appointed at the centre/ regional hub

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The following contains the pre-requisites of the agency / agencies:

## 3.1 CRITICAL AGENCY CHARACTERISTICS

	<p>Challenge Status Quo</p>	<p>To partner us on this journey of transformation, we would need proven strategic capability in thinking and driving alignment with multiple stakeholders, and a passion to drive change</p>
	<p>Beyond Communications</p>	<p>With intensifying competitive pressure and operating challenges, we desire more top-to-top engagement with leadership team to solve business issues, not just communication issues. We seek more data driven insights to inform strategy</p>
	<p>Integrated Thinking</p>	<p>Key to our transformation agenda from a marketing perspective is to maximise impact on marketing communications with efficiency, starting with our agency model. As such, we are seeking a holding group/ consortium approach to foster integrated thinking, across paid, earned and owned media. Proven expertise on delivering this for global/iconic brands will be critical</p>
	<p>Pushing Creative Boundaries</p>	<p>Recognising the need to stand out purposefully amidst increasing clutter, we are seeking fresh perspective on how the Singapore Airlines brand should be modernised. A clear POV from participating agencies will be sought and evaluated throughout the course of the pitch</p>
	<p>Culture of Accountability</p>	<p>As part of this process, SIA will be optimising its marketing accountability framework through appropriate KPIs, monitoring process, reporting and optimising across all channels. Agencies' attitude and appetite for accountability will be judged based on track record and proposed remuneration model</p>
	<p>Optimized Ways of Working</p>	<p>Key to making this model feasible would be a more streamlined and collaborative ways of working, within SIA and with its external agencies. Agencies' proposed ways of working should be clearly articulated and linked to its resource structure and remuneration, and reflects the efficiency desired</p>



## 3.2 AGENCY MODEL REQUIREMENTS

### AGENCY MODEL REQUIREMENT #1: Facilitate Paid and Earned Integration

- Integrated ways-of-working and addition of agency partner who can operate effectively in the confluence of Paid and Earned media

### AGENCY MODEL REQUIREMENT #2: Cost-efficiency

- Help SIA to drive costs down and ensure transparency and price competitiveness

### AGENCY MODEL REQUIREMENT #3: Focus on Outcomes

- Agency management through Performance Based Remuneration with a focus on partners' ability to drive desired business and marketing outcomes

### AGENCY MODEL REQUIREMENT #4: Audience-led, integrated strategies

- Focus on consumers not products. Agility to evolve communications strategy based on changing customer needs.

## 3.3 SCOPE OF WORK OVERVIEW

Holding Group/ Consortium has to be able to deliver on all of the below at both global and hub level.

Agencies must have offices and the below-mentioned capabilities in SIA's regional hubs for both creative and media – or a proposed partner.

- The 6 regional hubs are South East Asia, North Asia, Southwest Pacific, Europe, West Asia and Africa, and the USA

Proposed partners must be in place before November 2018, or SIA can reserve the right to eliminate the agency group.

Holding group/ Consortium can decide which agency(s) would deliver on which scope of work.

Performance media expertise is critical for SIA. This could be in form of a specialist agency or an integrated media solution with performance media expertise clearly demonstrated.

Agency model must include global production capabilities across offline and online media.



- (a) Integrated Strategy
  - Strategic Planning Council across brand, comms, content and digital
  
- (b) Brand and Creative
  - Brand Purpose
  - Brand Positioning
  - Creative Messaging
  - Brand Custodianship
  - Creative Concept and Ideation
  - Campaign creative across all channels including but not limited to ATL, BTL, Social, Digital, etc
  - Global Toolkit
  
- (c) Media
  - Global Media Strategy Guidelines
  - Global Campaign Media Strategy, Planning and Buying
  - Communication Planning across all channels (including but not limited to SEM, SEO, Programmatic, Paid Social, Display, TV, Print, OOH)
  - Partnerships (paid media)
  
- (d) Content
  - Content Strategy
  - Content Framework
  - Always-on, campaign-based, responsive content
  - Content Calendar
  - Content Implementation
  - Influencer Marketing
  - Partnerships (beyond paid media)
  - Social Listening and Monitoring
  
- (e) Website / App
  - Website Development (including Mobile)
  - Website Maintenance (including Mobile)
  - App Development
  
- (f) Production
  - Development and adaptations of all assets – offline and online (global and regional hubs)





**4. EVALUATION CRITERIA**

<b>Phase 1A: RFI</b>	
<b>CAPABILITY (65%)</b>	<b>TRACK RECORD AND OPERATIONS (35%)</b>
1) Case Studies x 3 (40%) 2) Production Agency Capability (10%) 3) Strategic Point of View (15%)	1) Clients 2) Revenue 3) Headcount 4) Team Bios

<b>Phase 1B: Chemistry Meeting</b>		
<b>CARRY FORWARD RFI SCORE (50%)</b>	<b>CAPABILITY (35%)</b>	<b>TEAM AND TALENT (15%)</b>
As above	1) Strategic Point of View	1) Team Bios 2) Team Dynamics during the meetings

<b>Phase 2: OVERALL</b>	
<b>CAPABILITY (70%)</b>	<b>COMMERCIALS (30%)</b>
1) Strategic Tissue Session (30%) 2) Final Pitch Presentation (40%) Areas covered: Strategic Thinking, Creative and Content, Media, Team Dynamics	1) Media Pricing (20%) 2) Agency Model, Resourcing, Fees (10%)



## 5. INSTRUCTION TO SERVICE PROVIDERS

### 5.1 DEFINITION OF RFI DOCUMENT

RFI Documents shall include items listed in the main RFI document as well as any other documents that may be issued prior to the deadline for submission of proposal.

The RFI Documents and additional materials that may modify or interpret, by additions, deletions, clarifications or corrections will become part of the contract when executed.

Until a contract is executed, the RFI Documents and clarifications shall be binding on the service provider(s).

All 7 Annexes listed within, which form part of this RFI, will be issued accordingly as stated below:

#### **Annex 1: IPT Declaration by Service Provider/Contracting Party**

Please complete the above form found in Annex 1, to ensure compliance with Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited.

#### **Annex 2: Declaration of Participation by Relatives/ Associated Companies**

The Service Provider must declare whether any associated company, business partner or relatives are bidding in this quotation exercise.

#### **Annex 3: Non-Disclosure Agreement**

The Service Provider is required to sign, in advance, a Non-Disclosure Agreement to facilitate the release of a detailed RFP document for the second phase of the tender exercise.

Incomplete submission will disqualify the Service Provider from the second phase of the tender exercise.

SIA reserves the right to share your response to the RFP with its advisors, if required.

Note: Service providers must have Non-Disclosure Agreement(s) with their contractors (if any) if these contractors are engaged to work on the Singapore Airlines account.

#### **Annex 4: Agency Profile Matrix**

Your company profile as in Annex 4: Service Provider Profile Matrix. Please submit information using only the template provided. Additional details may be given as attachments in either PowerPoint or PDF format.

If Respondent's parent company, subsidiaries or affiliates has an airline account as an existing client, please indicate and explain the relationship with this client.

Annex 4 should be completed with sufficient information for SIA to have a good understanding of the Service Provider. Please note that it is not acceptable to

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reference the relevant sections to e.g. websites, financial reports etc. Kindly fill in the required details. Any false or misleading statements found within the Service Provider Profile Matrix could be grounds for disqualification.

Service providers will be informed of SIA's acceptance of their proposals.

## **Annex 5: Agency Team Bio**

Present your team biographies as per the requirements outlined in Annex 5.

## **Annex 6: Case study**

Present your case study as per the requirements outlined in Annex 6. Summarize the salient points of your submission in no more than four (4) PowerPoint slides for each case study.

## **Annex 7: Strategic Point of View**

Present your strategic point of view as per the requirements outlined in Annex 7. Summarize the salient points of your submission in no more than three (3) PowerPoint slides for each task.

Annex 4 to 7 can be accessed via the link below:

<https://drive.google.com/drive/folders/14pFmspGFHn8WewxQiFDVNFdges4QIBIQ?usp=sharing>

## **5.2 RECAP OF SCHEDULE OF EVENTS**

<b>Event</b>	<b>Date</b>
<b>PHASE 1A (PRE-QUALIFICATION)</b>	
Invitation and release of RFI	20 August 2018
RFI Briefing to interested agencies	27 August 2018
Period for questions & answers from agencies	27 to 29 August 2018
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## 5.3 RFP PROCEDURES

### Contact Persons

If there is a need to seek clarifications, requests should be sent to **all** of the following:

R3 Asia Pacific Pte Ltd  
Seema Punwani  
Email: [seema@rthree.com](mailto:seema@rthree.com)  
Contact number: 6221 1274 / 9674 0619

Fiona Lee  
Email: [fiona@rthree.com](mailto:fiona@rthree.com)  
Contact number: 6221 1274 / 9660 1881

Singapore Airlines Ltd  
Su-Ann Tan  
Email: [suann\\_tan@singaporeair.com.sg](mailto:suann_tan@singaporeair.com.sg)  
Contact number: 6541 5725

ALL communication between the Service provider and SIA shall be through the above email addresses only.

When submitting questions, the identity of the Service Provider(s) representative must be clearly indicated. The email shall in such cases, follow the format of:

- (1) Tender reference number "TR 1303"
- (2) Project name "Singapore Airlines Global Integrated Agencies"
- (3) Name of service provider

All questions must be sent to SIA before the deadline indicated in 5.2: Recap Schedule of Events. SIA will collate and respond to the questions via email in totality. All the questions and the corresponding responses prior to the Submission of Proposal date will be made known to all Service providers (where possible) without revealing the identity of the source of the questions.

If the solution includes a partnership of service providers (Holding Group / Consortium), the prime service provider (Lead Agency) will be the sole party that communicates with SIA during the RFP process.

## 5.4 SUBMISSION OF PROPOSALS

Please send your completed submissions via email to **all** of the following by **5 September 2018, 1200 hours, SGT**.

R3 Asia Pacific Pte Ltd  
Seema Punwani  
Email: [seema@rthree.com](mailto:seema@rthree.com)  
Contact number: 6221 1274 / 9674 0619

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Fiona Lee  
Email: [fiona@rthree.com](mailto:fiona@rthree.com)  
Contact number: 6221 1274 / 9660 1881

Singapore Airlines Ltd  
Su-Ann Tan  
Email: [suann\\_tan@singaporeair.com.sg](mailto:suann_tan@singaporeair.com.sg)  
Contact number: 6541 5725

We ask that all submissions to be in the format specified in 5.6: Checklist of Deliverables. Please ensure that materials submitted can be viewed on a standard Windows PC with Microsoft Office 2013.

Email submissions should have a clear subject header, following the format of:

- (1) Tender reference number "TR 1303"
- (2) Project name "Singapore Airlines Global Integrated Agencies"
- (3) Name of service provider

## 5.5 FORMAT OF PROPOSAL

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

Non-compliance to meeting any requirements must be specifically stated with reasons by the Service provider(s).

## 5.6 CHECKLIST OF DELIVERABLES

Annex	Document	Format	Requirement
1	IPT Declaration by Service Provider/Contracting Party	PDF	Endorsed soft copy submission
2	Declaration of Participation by Relatives/ Associated Companies	PDF	Endorsed soft copy submission
3	Non-Disclosure Agreement	PDF	Endorsed soft copy submission

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4	Agency Profile Matrix	Excel	Soft copy submission To rename file in the following format: "Agency Name – DDMMM – Annex 4 – Agency Profile Matrix"
5	Agency Team Bio	PowerPoint	Soft copy submission To rename file in the following format: "Agency Name – DDMMM – Annex 5 – Agency Team Requirements"
6	Case Studies	PowerPoint	Soft copy submission To rename file in the following format: "Agency Name – DDMMM – Annex 6 – Case Studies"
7	Strategic Point of View	PowerPoint	Soft copy submission To rename file in the following format: "Agency Name – DDMMM – Annex 6 – Strategic Point of View"

### 5.7 RFI BRIEFING TO INTERESTED AGENCIES

While not mandatory, interested agencies are encouraged to attend the RFI Briefing on **27 August 2018, 10 00 hours**.

As prior access is required to enter the premise, visitors require advanced clearance for access into the area. Interested agencies will need to register attendees (**up to 3 per Holding Group / Consortium**) with the following details.

- (1) FULL NAME
- (2) IC/PASSPORT/FIN NUMBER
- (3) NATIONALITY
- (4) CONTACT NUMBER
- (5) COMPANY NAME

Please send the above information to the contact person below by **23 August 2018, 18 00 hours**.

Su-Ann Tan  
Email: [suann\\_tan@singaporeair.com.sg](mailto:suann_tan@singaporeair.com.sg)

Please bring along your Identification Card or Passport to exchange for visitor passes at the following venue:

SIA TRAINING CENTRE  
720 Upper Changi Road East, 486852  
Lobby 1C Theatrette



## **ANNEX 1: IPT DECLARATION BY VENDOR/CONTRACTING PARTY**

### **GENERAL**

1. This Declaration is necessary to enable SIA to comply with Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited. If you are an Individual, please complete Form B-1. If you are a corporation, please complete Form B-2.
2. By completing Form B-1 or Form B-2 (as the case may be), you confirm that the information provided by you is true and correct and that SIA can rely on such information to comply with Chapter 9 of the Listing Manual.
3. Please complete Form B-1 or Form B-2 by making a tick, where appropriate, in the boxes provided. If you fail to tick any of the boxes, you shall be deemed to have declared that you are none of the persons specified in paragraphs 1 to 9 of Form B-1 or none of the persons specified in paragraphs 1 to 4 of Form B-2, as the case may be.
4. If you are a corporation, the form B-2 should be signed by an authorised officer of your corporation and affixed with your corporation's stamp.
5. Please refer to the Definitions attached, when completing the Form B-1 or Form B-2. If you are unsure, please seek clarification or advice, as may be appropriate.



**FORM B-1  
(To be completed by an individual)**

To: Singapore Airlines Limited

I, ....., hereby declare as follows:  
(Name of Supplier/Contracting Party)

- 1. I ..... am a \*Director/CEO of SIA.
- 2. I am a spouse of ..... who is a \*Director/CEO of SIA.
- 3. I am a child of ..... who is a \*Director/CEO of SIA.
- 4. I am an adopted child of ..... who is a \*Director/CEO of SIA.
- 5. I am a stepchild of ..... who is a \*Director/CEO of SIA.
- 6. I am a sibling of ..... who is a \* Director/CEO of SIA.
- 7. I am a parent of ..... who is a \*Director/CEO of SIA.
- 8. I am a trustee of a trust of which ..... who is a \*Director/CEO of SIA or \*his/her Immediately Family is a beneficiary or, in the case of a discretionary trust, is a discretionary object.
- 9. I am none of the above.

I confirm that the above information is true and correct. I understand that you require the information to comply with Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited.

Name : .....

Signature : .....

Designation : .....

Date: .....

Note: \* Delete as appropriate





**FORM B-2  
(To be completed by a Corporation)**

To: Singapore Airlines Limited

We, \_\_\_\_\_, hereby declare as follows:  
(Name of Supplier/Contracting Party)

- |   | Yes / No  |
|---|---|
| 1. We are a company in which _____ the CEO of SIA and/or *his/her Immediate Family (directly or indirectly) have an interest of 30% or more.    | <input type="checkbox"/> <input type="checkbox"/> |
| 2. We are a company in which _____ a Director of SIA and/or *his/her Immediate Family (directly or indirectly) have an interest of 30% or more. | <input type="checkbox"/> <input type="checkbox"/> |
| 3. We are a company in which Temasek and/or its subsidiaries when taken together (directly or indirectly) have an interest of 30% or more.      | <input type="checkbox"/> <input type="checkbox"/> |

**If answer to paragraph 3 is yes, please also indicate below:**

3.1 Whether the shares in your company are held directly by Temasek and/or by Temasek subsidiaries/associates, and name such subsidiaries/associates, if any.

\_\_\_\_\_  
\_\_\_\_\_

3.2 Whether you are listed, or you are a member of a group of companies listed (name the company which is listed), on the Singapore Exchange Securities Trading Limited or any other exchange (name such exchange, if applicable). If you are, please state the names of the directors and audit committee members of the listed company.

\_\_\_\_\_  
\_\_\_\_\_

3.3 If the above answer is positive, please provide a list of your directors and the members of your audit committee (if you are listed) or (if you are a member of a listed group) a list of the directors and members of the audit committee of the group company which is listed.

\_\_\_\_\_  
\_\_\_\_\_

4. We are none of the above.

We confirm that the above information is true and correct. We understand that you require the information to comply with Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited.

Name: ..... Signature: .....

Designation: Company Secretary Date: .....

**Note: \* Delete as appropriate**

**DEFINITIONS**

- “Associate”** : (a) In the case of a Director or the CEO of SIA:
- (i) his Immediate Family;
  - (ii) the trustees of any trust of which he or his Immediate Family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
  - (iii) any company in which he and his Immediate Family together (directly or indirectly) have an interest of 30% or more; or
- (b) *In relation to Temasek:***
- (i) its subsidiaries; or
  - (ii) any company in which Temasek and/or its subsidiaries when taken together (directly or indirectly) have an interest of 30% or more.
- “Immediate Family”** : In relation to a Director or the CEO of SIA:
- (a) his spouse;
  - (b) his child, adopted child or step-child;
  - (c) his sibling; and
  - (d) his parent.
- “SIA”** : Singapore Airlines Limited.
- “Temasek”** : Temasek Holdings (Private) Limited, a company incorporated in Singapore.



**ANNEX 2: DECLARATION OF PARTICIPATION BY RELATIVES/ASSOCIATED COMPANIES**

**DECLARATION FORM A**

The supplier must declare whether any associated company, business partner or relatives are bidding in this quotation exercise.

Tenderers who make false declarations will be disqualified.

Please complete the section which is applicable.

Section I

I declare that I have no associated company, business partner or relatives taking part in the quotation.

\_\_\_\_\_  
Signature                                      Name & Designation                                      Company Stamp

Section II

I declare that the following person/company is also bidding in the quotation:

<u>Name of Person/Company</u>	<u>Relationship to Bidder</u>
1 _____	_____
2 _____	_____
3 _____	_____

Please use new page if space is insufficient.

\_\_\_\_\_  
Signature                                      Name & Designation                                      Company Stamp



**ANNEX 3: NON-DISCLOSURE AGREEMENT**

**NON-DISCLOSURE AGREEMENT  
SINGAPORE AIRLINES – TR 1303 TENDER TO APPOINT AN AGENCY/AGENCIES  
TO FULFIL THE INTEGRATED GLOBAL MARKETING AND COMMUNICATION  
TENDER**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ between:

1. **SINGAPORE AIRLINES LIMITED**, a company incorporated in Singapore and having its registered office at 25 Airline Road, Airline House, Singapore 819829, Singapore company registration number 197200078R (“SIA”)

and

2. \_\_\_\_\_ of \_\_\_\_\_ (the “Vendor”),  
hereinafter referred to individually as a " Party" or collectively as the "Parties".

The Effective Date of this Confidentiality Agreement is \_\_\_\_\_.

**WHEREAS**

- A. SIA is seeking a partnership with the “Vendor”.
- B. SIA has invited the “Vendor” to pitch for the appointment of a global integrated agency/agencies. This will involve the “Vendor” having access to confidential information.
- C. In this connection, SIA will disclose Confidential Information to the Vendor, in accordance with the terms and conditions set out herein.
- D. The Vendor recognises and acknowledges that the Confidential Information in connection with and/or incidental to the project is highly sensitive and confidential in nature and that SIA requires any and all Confidential Information to be kept secret and strictly confidential.
- E. In consideration of the disclosure of the Confidential Information to the Vendor, the Vendor will keep any and all Confidential Information strictly confidential in accordance with the terms and conditions of this Agreement.

**THE PARTIES AGREE** as follows:

1. The Vendor acknowledges that SIA operates in a highly competitive industry and that any and all information relating to the Project, if disclosed (whether directly or indirectly) to a third party without the express authorisation of SIA will have a detrimental effect on the business of SIA. In consideration of being made privy to the Confidential Information, the Party hereby agrees to observe and be bound by the terms of this Agreement.
2. In this Agreement, "Confidential Information" shall include but is not limited to information on the company's brand and social media strategies, the contents of the Project, information, knowledge or data, howsoever disclosed, including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature and all subsequent forms developed from the use of the information disclosed which is not in the public domain and in which SIA has a business, proprietary or ownership interest or has a legal duty to protect, or which SIA considers to be confidential and which is identified by SIA as confidential. The contents of the Project shall constitute Confidential Information and remain as such until such time as SIA makes a public announcement of the Project or as the Parties may, in writing, mutually agree that it be disclosed.
3. The Vendor hereby undertakes to use the Confidential Information only for the purpose of the Project and hereby undertakes that the Confidential Information shall only be disclosed to those of its employees, servants, officers, agents, consultants and contractors on a strictly need-to-know basis for the purpose of evaluating or developing designs pertaining to the Project.
4. The Vendor further agrees to keep the Confidential Information in strictest confidence and treat with the same degree of care it extends to its own Confidential Information and shall not, directly or indirectly, use for itself or on behalf of or disclose to any third party any Confidential Information received during the course of the Project.
5. The Vendor shall cause its employees, servants, officers, agents, consultants and contractors involved in the Project to observe or be similarly bound by the terms of this Agreement. The Vendor, as the principal party, shall be responsible and liable for any breach of confidentiality by any of its (former, present and future) employees, servants, officers, agents, consultants and contractors. The Vendor will immediately notify SIA in the event of any loss or unauthorized disclosure of any Confidential Information.
6. The Vendor expressly understands that the Confidential Information disclosed by SIA under this Agreement is of a commercially valuable and highly sensitive nature. In the event that SIA discovers that the Vendor, its employee, servant, officers, agent, consultant or contractor (whether individually or collectively) has made or makes or intends to make or causes to make any unauthorised disclosure of the Confidential Information, SIA shall be entitled to take out an injunction against any such party to restrain it from making any such disclosure. In addition or in the alternative, as the case may be, SIA will be entitled to exercise such legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the Confidential Information.
7. Confidential Information will not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of SIA and will contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by SIA.



8. The provisions of this Agreement shall not apply to:

- (i) Information which at the time of disclosure is in the public domain.
- (ii) Information which after disclosure becomes part of the public domain other than in breach of this Agreement.
- (iii) Information which was known to the Vendor prior to receipt from SIA provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by SIA.
- (iv) Information which has been independently developed or obtained by the Vendor or obtained by the Vendor from a third party other than in breach by either of them of their respective obligations to maintain confidentiality.
- (v) Information which is required to be used or disclosed by reason of any law, governmental or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, provided however that prior to the Vendor making the disclosure shall promptly notify SIA of such requirements and shall use its best efforts to limit the scope of the use or disclosure; and
- (vi) Confidential Information, which is disclosed to third parties with the prior written consent of SIA.

9. The Parties understand that SIA does not have any obligation to provide Confidential Information to the Vendor, that SIA does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information, and that SIA shall not be liable to the Vendor for any loss or damage resulting from the use of or reliance on any of the Confidential Information, except as otherwise provided in a formal written agreement executed between the Parties in respect of the Project.

10. Upon termination of this Agreement for whatever reason and irrespective of whichever Party initiated the termination, the Vendor shall not make further use of the Confidential Information and shall return all of the Confidential Information to SIA, including all copies or reproductions, extracts, summaries or notes, or destroy the same in accordance with the directions of SIA and certify the same have been destroyed.

11. SIA may, at any time during the course of the Project, direct the Vendor to return the Confidential Information to SIA, or part thereof, and not to make further use of the Confidential Information to be returned. Upon receipt of such directions, the Vendor shall promptly deliver the requested Confidential Information without retaining any copies or excerpts thereof to SIA. If the requested Confidential Information is still required by the Vendor to perform their services for the Project, then in such event, both Parties shall endeavour to obtain alternative information from other sources so that the Vendor can proceed with the performance of their services.

12. Unless expressly assigned to the other Party, whether in this Agreement or in some other document made between the Parties, all patents, patent applications, copyrights, design rights, trademarks or such other proprietary rights, belonging to the respective Parties shall remain vested in the Party concerned.



13. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of this Agreement. Neither Party shall assign its benefits, rights and obligations under this Agreement to any third party (including its subsidiaries, associated companies or affiliates) without the prior written consent of the other Party.

14. If for any reason any provision or part thereof of this Agreement is found to be unenforceable, such provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and may be enforced to the fullest extent possible.

15. No amendment of, or addition to, the provisions of this Agreement shall be binding or effective unless made in writing and signed by the Parties hereto.

16. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and shall be subject to the nonexclusive jurisdiction of the courts of the Republic of Singapore.

17. This Agreement shall come into effect on the Effective Date and shall remain effective for a period of eight (8) years from the date of this Agreement or for a period of eight (8) years following the completion of the Project, whichever period ends later.

**SIGNED**

**SIGNED**

For and on behalf of

For and on behalf of

**SINGAPORE AIRLINES LIMITED**

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\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_