



REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL

Project Title:

KrisFlyer Co-brand Credit Card (Singapore)
Singapore Airlines Corporate Co-brand Credit Card (Singapore
or multiple countries)

Organization:

Singapore Airlines Limited

RFP Reference No.:

LMD2018/01

Disclaimer:

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A Request for Proposal (RFP) is hereby launched to gauge the market sentiment and obtain proposal(s) from interested parties for two separate products namely the (i) KrisFlyer Co-brand Credit Card in Singapore and (ii) Singapore Airlines Corporate Co-brand Credit Card in Singapore or multiple countries.

The requirements of these two distinct products are listed in this document in the respective sections. The bank may choose to participate in the bid for one or both products by completing the necessary sections. In the event the bank decides to bid for both product, the bank may consider to illustrate if there are any synergies or overall cost benefits towards Singapore Airlines (SIA) should the bank be awarded both products.

Following the conclusion of the RFP process, SIA may choose to award the contract(s) to the successful bank(s). Both SIA and the successful bank partner(s) will then conduct further negotiations of the contract term and carry out the preparation for launch.

The targeted launch date of the new products is in early 2019 with the contract term expected to last 3 to 5 years due to the substantial investment by both parties and may be extended at the end of the contract period.

The requirements of the RFP are set out in the following sections.



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SECTION 1: INTRODUCTION TO KRISFLYER PROGRAMME

The KrisFlyer Programme

KrisFlyer is the frequent flyer programme of the Singapore Airlines (SIA) group of airlines, comprising Singapore Airlines, SilkAir and Scoot. The programme currently has slightly over a million members in Singapore.

With KrisFlyer, members can earn and redeem KrisFlyer miles for award flights on SIA, SilkAir, Scoot or 33 partner airlines to more than 1,000 destinations in over 170 countries. Additionally, members can combine KrisFlyer miles and cash to pay for flight as well as other ancillary product and services e.g. KrisShop merchandise, preferred seats with extra legroom etc.

Members can also earn miles with various Non-Airline Partners worldwide, including credit card companies and financial institutions, global hotel chains, telecommunication service providers, car rental agencies, retail and other partners.

In Singapore, KrisFlyer currently offers four co-brand credit card products with American Express® namely the American Express® Singapore Airlines Solitaire PPS, PPS Club, KrisFlyer Ascend and KrisFlyer Credit Cards. In addition, KrisFlyer also launched a new co-brand KrisFlyer UOB Debit card in 2017.

With the objective of being the most preferred loyalty programme, KrisFlyer constantly seeks new ways to bring value and convenience to our members. Kindly visit www.krisflyer.com for more information on the KrisFlyer programme.

SECTION 2: KRISFLYER CO-BRAND CREDIT CARD

Co-brand Card Objectives

KrisFlyer is interested to launch another consumer co-brand credit card product in Singapore. Working with the key bank partner in Singapore, we envision that this product will meet the following objectives:

- 1) Further support our membership growth plans in Singapore. The programme currently has slightly over a million members in Singapore and has more potential to grow;
- 2) Give consumers more opportunities to earn KrisFlyer miles and interact with the programme and brand. We want KrisFlyer miles to be the preferred reward currency, increasing the stickiness to the programme and ultimately to the SIA portfolio of airlines;
- 3) Drive incremental revenue through increased air ticket sales and other revenue streams.

Target Segments

We are interested to launch one or more credit card(s) to target the mass market segment, including the mass affluent and emerging affluent in Singapore. More specifically, the key target segment should comprise of graduating tertiary students who will soon join the workforce, millennials who are in the early years of their career and young PMEBs with growing wealth and disposable income.

If you wish to propose additional cards to cover other target segments for a more wholistic offering to SIA, please include it in your proposal.



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Other Considerations

The proposed product can either be in a form of a new product in the market, or improved upon an existing credit card product with an expansion to incorporate KrisFlyer in the card's core value proposition and branding.

The proposed card payment platform must have a high merchant acceptance coverage across different categories of merchants in Singapore. Apart from traditional card payment options, we would like want to consider the possibility of digital payment options with ease of instant earn and burn of miles at points of sale.

SIA is committed to service excellence and thus, we value a partner that applies this philosophy to the management of our prospective card members.

We would need strong data insights beyond airline spend to better understand our consumer's behavior to be able to send more targeted and customized offerings. For avoidance of doubt, all customer and related transactional data associated with the KrisFlyer credit card should be transferred and retained by KrisFlyer for its use.



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SECTION 3: KRISFLYER CO-BRAND PROPOSAL REQUIREMENTS

Each proposal must be structured in a clear, straightforward manner and in accordance with the outline of the sections herein. The Bank must present only realistic, attainable commitments in their proposal.

Part 1: Executive Summary

Summarise the salient points of the proposal in no more than two (2) pages.

Part 2: Introduction to the Bank and Credit Card Portfolio

(A) Company information

- i. Financial information
- ii. Annual Report (to attach last 3 years' copies in English)
- iii. Key market segments in Singapore
- iv. Company vision and focus in the next 5 years
- v. Total customer base in Singapore, with breakdown by banking product/activity

(B) Introduction to the Bank's debit and credit card business

- i. Number of cardholders
- ii. Number of debit and credit cards issued (segmented by products e.g. travel)
- iii. Profile (demographics) of debit and credit cardholders (segmented by products e.g. travel)
- iv. Information on various debit and credit cards issued, including, but not limited to, key card value proposition, eligibility criteria, annual fees etc.
- v. Market share
- vi. Experience in co-branding: Current portfolio, project management process, timeline in launching co-brand cards etc.

(C) Introduction to the Rewards Programme of the Bank

We are interested to find out more about the Rewards Programme across all existing debit and credit cards issued by the bank. Kindly provide the following information:

- i. Reward currency (including rebates/cashback)
- ii. Reward currency earn rate and expiry, if any
- iii. Reward currency redemption options, including whether there are any airline mileage redemption options and associated fees
- iv. Redemption channels (e.g. call centre, fax/mail, Internet)

Please do not disclose any confidential information or any information on other air carriers' data.



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Part 3: Proposed KrisFlyer Co-brand Card Product Offering

Please provide a proposal on the KrisFlyer co-brand credit card offering, including:

(A) Product Positioning

- i. Payment platform: Banks must submit an offer for each major card networks (inclusive of but not limited to AMEX, Mastercard and Visa). Banks should recommend, with justification, one (1) preferred card network for the proposed product(s). Bank should also advise if there will be any changes in commercials and CVP should SIA decide to change the network provider.
- ii. Ideas on card value proposition: The proposed offering must be tied to the KrisFlyer programme. The card reward currency should be in the form of mileage earn, or other suggested card benefits. Where a benefit offering is an expected commitment from KrisFlyer and/or the SIA group of airlines, this must be indicated clearly in the proposal.
- iii. Short explanation on how the proposed product will be relevant to the targeted market segments
- iv. In addition to the write up, kindly fill in the summary matrix of the card product offering as attached in Annex 3.

Note: KrisFlyer will not be able to upgrade cardholders beyond their existing membership tier. The following benefits will also be strictly tied to the member's KrisFlyer or PPS Club membership tier, and as such, should not be provided as benefits of the card:

- Priority airport stand-by, check-in, boarding and baggage handling
- Increased check-in baggage allowance
- Priority reservation waitlist
- Access to SilverKris and Star Alliance lounges

(B) Marketing of the KrisFlyer Credit Card

i. Program Marketing

- Proposed marketing strategy for the card to support branding, acquisition, ongoing engagement, general spend and spend on the SIA group of airlines, with an appreciation for the media consumption habits of the product's targeted customer segments. Specific concepts for strategic campaign may be included as options.
- Proposed size of marketing budget, ATL, BTL and/or digital advertising, marketing channels (e.g. internet/direct mailer/branch sales etc.)
- Cross-selling opportunities credit card to existing debit/credit card holders or other customers of the Bank.
- Description of all opportunities to engage with cardholders (e.g. statement inserts/messages, mobile apps, POS promotions, social media etc.)

ii. Projections

- Cardholder numbers for the first 3 years
- Revenue to KrisFlyer for the first 3 years (where revenue in terms of mileage purchase is expected, to also indicate expected pricing of KrisFlyer miles and projected volumes)
- Guaranteed revenue (if any) besides the above expected pricing of KrisFlyer miles and projected volume
- Expected % shift from current travel-related cards' portfolio to this new KrisFlyer co-brand card



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(C) Other Information

i. Product Requirements

- Annual fee
- Eligibility criteria
- Information on criteria used by the bank to process new card applications

ii. Ancillary Card Benefits

- Ancillary card benefits not directly related to the KrisFlyer programme (e.g. multi-currency support, contactless payment etc.)
- Other lifestyle benefits to encourage member engagement

iii. Operations/Customer Service

- Operations and customer support resources that can be offered for the KrisFlyer credit card

iv. Data Analytics Capabilities

- Brief description on types of customer data collected
- Data analytical tools and capabilities to provide KrisFlyer with customer insights

Important Note:

Should the proposed product offering be contingent on an exclusive partnership basis, kindly also provide an alternate proposal in addition detailing the product offerings on a non-exclusive basis.



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SECTION 4: INTRODUCTION TO SIA HIGHFLYER PROGRAMME & CORPORATE TRAVEL PROGRAMME

HighFlyer Programme

The HighFlyer Programme enables Small and Medium-sized Enterprises (SME), generally defined as those spending less than S\$50,000 annually on SIA Group airlines, to earn HighFlyer points for every dollar spent on tickets booked through SIA's corporate booking platform or an appointed travel agent. These points can be redeemed to pay, in full or in part, for subsequent tickets, upgrades and selected ancillaries used by their employees. Kindly visit www.singaporeair.com/highflyer for more information on the HighFlyer programme

HighFlyer is distinct from KrisFlyer in that membership in the former is held by a Company, whilst the latter is held by an individual. The two programmes are complementary, as an employee of a company participating in HighFlyer can concurrently be a KrisFlyer member.

SIA Corporate Travel Programme

Larger businesses, generally those spending more than S\$50,000 annually on SIA Group airlines, may be eligible for the SIA Corporate Travel Programme. Unlike HighFlyer, which is a points accrual/redemption scheme, the Corporate Travel Programme typically accords up-front airfare discounts tied to volume commitments. Companies availing of Corporate Travel Programme discounts cannot also accrue HighFlyer points, though their travelers remain eligible for personal KrisFlyer membership.

SECTION 5: CORPORATE CO-BRAND CREDIT CARD

Corporate Co-brand Credit Card Objectives

SIA is interested in launching corporate credit card product(s) to better serve the business needs of two key groups of corporate customers: (i) the Small and Medium Enterprise (SME) market segment, and (ii) the large-to-global corporate market segment.

Working together with a key partner, we envision that the credit card product(s) will meet the following objectives:

- 1) Broaden HighFlyer's membership reach to the SME market segment, and the Corporate Travel Programme to the large corporate market segment;
- 2) Strengthen SMEs' loyalty and engagement to the HighFlyer programme;
- 3) Increase the spend and loyalty of SMEs and large corporates for the SIA portfolio of airlines;
- 4) Drive incremental revenue through increased ticket sales and other revenue streams;
- 5) Provide additional data and behavioural insights of corporate travellers beyond airline spending.



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The proposed product(s) can either be in the form of a new product in the market, or based upon an existing corporate credit card product, with (i) an expansion to incorporate HighFlyer in the SME corporate credit card's core value proposition and (ii) an expansion to incorporate SIA Corporate Travel Programme for the large corporate market segment.

The proposed products may exist as a stand-alone, or be layered on with other related product constructs.

SIA is committed to service excellence and thus, we value a partner that applies this philosophy to the management of our prospective card members.



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SECTION 6: CORPORATE CO-BRAND CARD PROPOSAL REQUIREMENTS

Each proposal must be structured in a clear, straightforward manner and in accordance with the outline of the sections herein. The Company must present only realistic, attainable commitments in their proposal.

Part 1: Executive Summary

Summarise the salient points of the proposal in no more than two (2) pages.

Part 2: Introduction to the Company and Corporate Credit Card Portfolio

(A) Company information

- i. Financial information
- ii. Annual Report (to attach last 3 years' copies in English)
- iii. Key market segments in Singapore and/or proposed countries
- iv. Company vision and focus in the next 5 years
- v. Total consumer and corporate customer base in Singapore and/or proposed countries, with breakdown by banking product/activity

(B) Introduction to the Company's credit card business

- i. Number of cardholders
- ii. Number of corporate credit cards issued (segmented by products)
- iii. Profile (demographics) of corporate credit cardholders (segmented by products)
- iv. Information on various corporate credit cards issued, including, but not limited to, key card value proposition, eligibility criteria, annual fees etc.
- v. Market share
- vi. Experience in co-branding: Current portfolio, project management process, timeline in launching co-brand cards etc.

(C) Introduction to the Rewards Programme of the Company

We are interested to find out more about the Rewards Programme across all existing corporate credit cards issued by the bank. Kindly provide the following information:

- i. Reward currency (including rebates/cashback)
- ii. Reward currency earn rate and expiry, if any
- iii. Reward currency redemption options, including whether there are any airline mileage / corporate points redemption options and associated fees
- iv. Redemption channels (e.g. call centre, fax/mail, Internet)

Please do not disclose any confidential information or any information on other air carriers' data.



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Part 3: Proposed Corporate Co-brand Credit Card Product Offering

Please provide a proposal on the corporate co-brand credit card offering, including:

(A) Product Positioning

- i. Payment platform: Banks must submit an offer for each major card networks (inclusive of but not limited to AMEX, Mastercard and Visa). Banks should recommend, with justification, one (1) preferred card network for the proposed product(s). Bank should also advise if there will be any changes in commercials and CVP should SIA decide to change the network provider.
- ii. Ideas on card value proposition: a) The proposed offering for the SME corporate credit card must be tied to the HighFlyer programme. The card reward currency should be in the form of HighFlyer points earned (at corporate level) and with option of KrisFlyer miles (at individual level), or other suggested card benefits. b) The proposed offering for the corporate credit card catering to the large corporates can be in other forms of card benefits such as rebates. Where a benefit offering is an expected commitment from the SIA group of airlines, this must be indicated clearly in the proposal.
- iii. Short explanation on how the proposed product will be relevant to the SME market and large corporate market segments (e.g. benefits such as credit terms, expense management, travel protection, data reporting tool)
- iv. Short explanation on how the proposed product will carry benefits that are relevant to the individual corporate traveler
- v. Country scope: Banks are welcomed to propose offers that are specific to the Singapore market or applicable to multiple countries
- vi. In addition to the write up, kindly fill in the summary matrix of the card product offering as attached in Annex 4.

(B) Marketing of the Corporate Co-brand Credit Card

i. Program Marketing

- Proposed marketing strategy for the card to support branding, acquisition, ongoing engagement, general spend and spend on the SIA group of airlines, with an appreciation for the media consumption habits of the product's targeted customer segments. Specific concepts for strategic campaign may be included as options. Proposal should also include innovative digital marketing strategies on proprietary channels, paid media and even SIA proprietary channels
- Proposed size of marketing budget, ATL, BTL and/or digital advertising, marketing channels (e.g. internet/direct mailer/branch sales etc.).
- Cross-selling opportunities for the corporate credit card to existing corporate credit card holders or other customers of the Company
- Description of all opportunities to engage with cardholders (e.g. statement inserts/messages, mobile apps, POS promotions, social media etc.)
- Description of all opportunities to engage with corporate account (e.g. networking events)
- Description of internal sales team deployment strategy (e.g. incentive for sales staff to acquire new corporate accounts for the card)

ii. Projections

- Cardholder numbers for the first 3 years
- Revenue to SIA for the first 3 years (where revenue in terms of mileage purchase is expected, to also indicate expected pricing of HighFlyer points and KrisFlyer miles as well as projected volumes)
- Guaranteed revenue (if any) besides the above expected pricing of HighFlyer points and KrisFlyer miles as well as projected volume



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(C) Other Information

i. Product Requirements

- Annual fee
- Eligibility criteria
- Information on criteria used by the Company to process new card applications

ii. Ancillary Card Benefits

- Ancillary card benefits not directly related to the HighFlyer programme (e.g. multi-currency support, contactless payment, business support services etc.)
- Other lifestyle benefits to encourage member acquisition and engagement

iii. Operations/Customer Service

- Operations and customer support resources that can be offered for the corporate credit card

iv. Data Analytics Capabilities

- Brief description on types of customer data collected
- Data analytical and modeling tools as well as capabilities to provide SIA with customer insights

Note: For avoidance of doubt, all customer and related transactional data associated with the Corporate Credit Card product must be transferred and retained by SIA for its use.

Important Note:

Should the proposed product offering be contingent on an exclusive partnership basis, kindly also provide an alternate proposal in addition detailing the product offerings on a non-exclusive basis.



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SECTION 7: SCHEDULE OF EVENTS

SIA reserves the right to amend the schedule and dates:

EVENT	DATE
Launch of RFP	14 th May 2018
Questions Phase	15 th May 2018 – 21 st May 2018
SIA responses to questions	4 th June 2018
Submission of proposal	22 nd June 2018 (17:00hr, Singapore Time, GMT+8)
Clarification of proposal	25 th June 2018 – 13 th July 2018
Shortlisted participants invited to present	16 th July 2018 – 27 th July 2018
Negotiation & Evaluation	30 th July 2018 – 17 th August 2018
Award	20 th August 2018
Target Implementation	Q1 2019* <i>*subject to product setup complexity</i>



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SECTION 8: APPLICATION PROCEDURES

Questions Phase

When submitting questions, the identity of the Bank representative(s) must be clearly indicated. All questions must be sent to SIA before the deadline indicated in Section 7: Schedule of Events. Please indicate in the subject of your email "LMD2018/01 Questions from ____"

SIA will respond to the questions by email. All questions and corresponding responses which present new information will be made known to all invited Banks without revealing the identity of the source of the questions.

Submission of Proposal

To participate in this RFP, the Bank must submit the following duly documents:

1. Completed Intent to Bid Form (see Annex 1)
2. Completed Profile Matrix (see Annex 2)
3. Completed KrisFlyer Co-brand Card Product Summary Matrix (see Annex 3) and/ or
4. Completed SIA Corporate Co-brand Card Product Summary Matrix (see Annex 4)
5. Last three years' Annual Report of the Bank
6. Detailed Proposal
7. Interested Party Declaration (see Annex 5)

Please submit in a sealed envelope via courier:

- **two** hardcopy sets of the duly completed documents
- **two** softcopy sets of the documents saved on USB flash drive or CD-ROM/ DVD-ROM

Attn: Amanda Heng
Loyalty Marketing Department
Singapore Airlines Limited
08-C, Airline House
25 Airline Road
Singapore 819829

Late submissions will not be accepted.

Contact Person

For clarifications, please contact:

Amanda Heng
KrisFlyer Partnerships Manager
Email address: Amanda_Heng@singaporeair.com.sg

All communication between the Bank, SIA and its subsidiaries shall be through the contact person.



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RFP Terms & Conditions

This document does not constitute an offer from the SIA and/or its subsidiaries.

Definitions

“SIA” and/ or “Company” means Singapore Airlines Limited and shall include its assigns and successors in law and its duly authorised representatives.

“Contract” shall mean and comprise the following:

- a) The Quotation
- b) All exchange of correspondence between the Company and the Supplier
- c) Letter of Award by the Company to the Supplier
- d) Form of Agreement duly executed

“RFP” is an invitation and notice issued by the Company to Suppliers to submit their competitive bids for products and/or services specified by the Company.

“Products” means the goods to be supplied and/or services to be rendered that are specified in LMD2018/01 RFP Document.

“Quotation” means the Quotation Document duly completed and submitted by the Supplier to the Company.

“Quotation Document” shall mean and comprise the following:

- a) Completed Intent to Bid Form (see Annex 1)
- b) Completed Profile Matrix (see Annex 2)
- c) Completed KrisFlyer Co-brand Card Product Summary Matrix (see Annex 3) and/ or
- d) Completed SIA Corporate Co-brand Card Product Summary Matrix (see Annex 4)
- e) Last three years’ Annual Report of the Bank
- f) Detailed Proposal
- g) Interested Party Declaration (see Annex 5)

“Supplier” means the person or persons, firm or body corporate or incorporate submitting a Quotation.

1. General Conditions

- 1.1. SIA reserves the right to discontinue with the RFP process at any time and makes no commitment, implied or otherwise, that the RFP will result in the award of the contracts.
- 1.2. Following the conclusion of the RFP process, SIA may choose to award the contracts to a Supplier/ Suppliers. Both SIA and the successful Supplier(s) will then conduct further negotiations of the contract terms and carry out other processes in preparation for the launch of the products.

2. Supplier’s Responsibility

- 2.1. The Supplier shall undertake the preparation of their proposals at their own cost, if any, during the RFP process. SIA is not under any obligation to pay respondents for information received. This RFP does not commit SIA to pay for any costs incurred by the Supplier in responding to this RFP.



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3. Rejection by SIA

- 3.1. SIA may reject any, part of, or all Proposals and waive any informality or irregularity in any Proposal received. SIA is not obliged to provide a reason for rejection of any, or part of, or all Proposals.

4. Acceptance and Award

- 4.1. SIA reserves the following rights:
- (1) Not to accept any proposal or the proposal that is perceived to be most advantageous to SIA.
 - (2) If SIA accepts a proposal, to accept the whole or part of the proposal.
 - (3) To accept multiple proposals.
- 4.2. The Quotation, if awarded, will be in force for the period specified by the Company. The Company may extend the award for a further period to be mutually agreed in writing.
- 4.3. The Company may terminate the award by giving the successful Supplier no less than three (3) months' written notice, provided, however, no notice will be necessary where the Company terminates the award on grounds of default by the successful Supplier.

5. Requirements

- 5.1. Details of the Product(s) required are set out in this RFP Document. All Products covered by this Terms and Conditions of Quotation shall conform to the specifications set forth in LMD2018/01 RFP Document and where applicable.
- 5.2. The Products shall meet the technical, environmental, and market standards that the successful Supplier and Company have agreed on, including what follows from established practice between the successful Supplier and Company, or otherwise from good and generally accepted commercial or technical practice.
- 5.3. Successful Supplier acknowledges that it knows the Company's intended use and expressly warrants that Products covered by this Terms and Conditions of Quotation will be supplied to be fit and sufficient for the purpose intended by the Company.

6. Best Price and Proposal To Be Quoted

- 6.1. The Company may, at its discretion, decide not to entertain any negotiation on price and changes to proposal once a quote has been submitted. The price quoted shall be treated as the last price the Supplier is prepared to offer. Suppliers shall therefore quote their best and last price.
- 6.2. If the Company changes the specifications after a quotation has been called, and such change may have an effect on price, the Company may under such circumstances negotiate the price and amend the proposal.

7. Confidentiality

- 7.1. The Suppliers acknowledges that Company operates in a highly competitive industry and that any and all information relating to the Purpose, if disclosed (whether directly or indirectly) to a third party without the express authorisation of Company would have a detrimental effect on the business of Company.



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- 7.2. In this Agreement, "Confidential Information" shall include but is not limited to all information, personal data, knowledge and data, whether disclosed before or after the date of this Agreement by or on behalf of the Disclosing Party to the Receiving Party in relation to the Purpose and howsoever obtained or disclosed or accessed, including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature (which for the avoidance of doubt includes Company Data or any part thereof) and relate to, inter alia, (a) the fact that discussions, negotiations and/or utility are taking place concerning the Purpose and the status of those discussions, negotiations and/or utility, (b) the existence and terms of this Agreement (c) patent and patent applications, (d) trade secrets, and (e) proprietary information, such as mask works, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of Disclosing Party and including, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, present or potential customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information, which is not in the public domain and in which Disclosing Party has a business, proprietary or ownership interest or has a legal duty to protect, which Disclosing Party, in its sole discretion, considers to be confidential and/or any information which a reasonable third party acting in good faith would recognise as being confidential in nature.
- 7.3. All communications between the SIA and the Supplier, all information and other material supplied to or received by the Supplier which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the recipient alone, and all information concerning the business transactions or the financial arrangements of SIA shall be kept confidential by the Supplier unless disclosure is required by law or unless or until any party can reasonably demonstrate that it is or part of it is, in the public domain, whereupon, to the extent that it is public, this obligation shall cease.
- 7.4. The Supplier shall take all reasonable steps to minimise the risk of disclosure of confidential information, by ensuring that only their employees and directors, appointed contractors and consultants, whose duties will require them to possess any of such information shall have access thereto, and that they shall be instructed to treat the same as confidential.
- 7.5. The confidentiality obligation is valid even after the RFP exercise, without limit in point of time except and until such confidential information enters the public domain as set out above.

8. Intellectual Property

- 8.1. The successful Supplier agrees that all copyrights, goodwill, patents, know-how, trade secrets, business, scientific, technical or product information and other intellectual property rights ("Intellectual Property Rights") whether now known or hereafter becoming known and comprised or subsisting in the Company Materials, any derivative materials, and the confidential information as well as any and all other materials provided to the successful Supplier by the Company, or created or developed by the successful Supplier exclusively for the Company, in connection with or for the purposes of the Agreement are and will be the sole and absolute property of the Company and the Supplier hereby assigns to the Company all its Intellectual Property Rights in respect thereof, in accordance with the Agreement.
- 8.2. Should the successful Supplier has and/or acquires the Intellectual Property Rights, the successful Supplier is deemed to have irrevocably assigned and transferred the same to the Company free from any requirement on the part of the Company to pay any fees. Further and if required by the Company and at the cost of the Company, the successful Supplier will execute and deliver to the Company all relevant documents or assignments and transfer in respect of the Intellectual



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Property Rights and the documents will be in such form as may be required by the Company in this regard.

- 8.3. The successful Supplier fully covenants to the Company that the supply of the Products has not been and will not be produced in infringement of any intellectual property right including patent, trade mark or copyright and the successful Supplier will indemnify and hold the Company, its servants and agents free and harmless from any prejudice, damages and expenses, including any legal expenses incurred as a result of claims or legal proceedings brought against the Company, its servants or agents in connection with the foregoing. If legal proceedings are instituted for an alleged infringement of intellectual property rights, the Company may immediately cancel all Products yet to be accepted by the Company at the Company's premises and may purchase all such Products from elsewhere without prejudice to all or any of the Company's rights in this quotation.

9. Indemnity

- 9.1. The successful Supplier hereby agrees to defend, indemnify and hold harmless the Company and each of their respective directors, officers, employees, agents, and affiliates and any person or entity directly or indirectly employed by any of them (collectively, the "Indemnified Parties," and individually, an "Indemnified Party") from and against all liabilities, losses, claims, damages, settlement costs, demands, fines, civil penalties, judgments, and expenses (including, but not limited to, interest, court costs and attorneys' fees) (collectively, "Losses") which in any way arise out of or result from any act(s) or omission(s) by Supplier or by Supplier's directors, officers, employees, agents, affiliates or any person or entity directly or indirectly employed by Supplier or for whose acts Supplier may be liable, in the performance or nonperformance of Supplier's obligations under any Purchase Order and/or the Terms and Conditions of Quotation.

10. Liability for Damages

- 10.1. The successful Supplier shall be liable for damages of any kind whatsoever suffered by any person and/or property of the Company, its servants or agents or third parties, during and as a result of any service to be performed in the premises or offices of the Company caused by the successful Supplier's employees, agents, servants or their representatives.
- 10.2. Neither the Company nor Supplier will be liable for any default or delay in the performance of its obligations under the award:
- (i) if and to the extent the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, acts of God, health epidemics declared by the World Health Organisation, acts of war, terrorism or civil unrest, industrial action in any form (except industrial action by employees of either the Company or the Supplier) in the country in which such obligations are being performed or any other similar events beyond the reasonable control of the Company or the Supplier ("Force Majeure Event"); and
 - (ii) provided the party affected by the Force Majeure Event is without fault and the default or delay could not have been prevented by reasonable precautions.
- In such event, the party affected by the Force Majeure Event is excused from further performance for as long as such circumstances prevail.
- 10.3. A person who is not a party to the contract has no right under the contract (Rights of Third Parties) Act (Cap 53B) to enforce or enjoy the benefit of the contract.



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- 10.4. In the interpretation of the contract, no rule of construction will apply to the disadvantage of one party on the basis that party put forward the contract.

11. Personal Data Protection

- 11.1. Supplier shall, in its collection, processing, disclosure or other use ("Use") of any information and data which can be related to an identifiable individual ("Data"), for any purpose arising out of or in connection with the award, adhere to the requirements of applicable laws or legal requirements, including but not limited to all that relate to data protection, and privacy ("Law").
- 11.2. Without prejudice to the generality of the foregoing, Supplier shall, where required and in the manner required by any applicable laws or legal requirements ("Law"): (a) Use Data only for purposes arising out of or in connection with the Agreement, and only after notifying or obtaining the consent of the individual to whom the Data relates; (b) use reasonable efforts to ensure the accuracy of Data; (c) institute reasonable security arrangements to protect the Data; (d) securely destroy the Data where it is no longer required; and (f) transfer Data only as prescribed by Law.
- 11.3. Notwithstanding the termination of this Contract or the Agreement, Supplier shall be liable for and keep the Company fully indemnified against all damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of Supplier or any of its officers, employees, advisors, agents and representatives, in relation to this clause.

12. Anti-Corruption/Bribery

- 12.1. The Supplier represents and warrants that it is in compliance with all laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this agreement. Supplier further represents and warrants that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.
- 12.2. The Supplier agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company. If, after consultation by the parties, any concern cannot be resolved in the good faith and reasonable judgment of the Company, then the Company, on written notice to the Supplier, may withdraw from or terminate the award.
- 12.3. The Company shall have the right to terminate the award, if Supplier breaches this, or any other, representation, warranty or undertaking set forth in this Terms and Conditions of Quotation, and/or the award.

13. Gifts, Inducements and Rewards

- 13.1. The Supplier must refrain from offering gifts and rewards in any form or manner to any SIA and/or employee of SIA's subsidiaries in relation to the obtaining or execution of any contract with SIA and/or its subsidiaries, whether or not the like acts are performed by the Supplier or persons acting on their behalf with or without the knowledge of the Supplier.



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14. Assignment

- 14.1. Company may assign or transfer the whole or any part of this award to a subsidiary or associated company of the Company.
- 14.2. The successful Supplier shall not assign or transfer the whole or any part of the award without the prior consent of the Company. Consent by the Company to such assignment in one instance will not constitute consent to any other assignment.

15. Applicable Law and Venue

- 15.1. The business relationship emerging from the award will be governed by and interpreted in accordance with the laws of the Republic of Singapore, and the parties hereby submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.
- 15.2. Any dispute, controversy or differences will first be referred to the Singapore Mediation Centre within fourteen (14) days from the time it arises, in accordance with the Mediation Procedures, unless any party serves a written notice ('the Notice') on the other party and the Singapore Mediation Centre stating that it will not submit the matter to mediation, or that it will submit the dispute for arbitration or litigation. The parties will participate in mediation in good faith and will abide by the terms of any settlement reached.
- 15.3. The right to arbitration or litigation arises when one party serves the Notice on the other party and the Singapore Mediation Centre.

16. Enforceability

- 16.1. If any one or more of the foregoing conditions shall to any extent be invalid or unenforceable, the other conditions will remain in full force and effect.

17. Acceptance of Terms and Conditions

- 17.1. Suppliers who submit their quotations in response to this invitation are deemed to have accepted these RFP Terms and Conditions.
- 17.2. Where deemed necessary by the Company, the successful Supplier is required to shall enter into a contract (with this Terms and Conditions of Quotation and all other forms and annexes relevant to the Quotation forming the general framework of the Agreement) within eight (8) weeks from the date of the letter of award (the "Agreement"), or any other period as may be agreed between the Company and the successful Supplier, whichever is later, failing which, the Company reserves the right to (i) award the contract to another Supplier and/or (ii) debar the successful Supplier submitting a quotation for all Company related contracts in future. The Agreement shall commence with effect from the date when the Agreement is signed between the Company and the Supplier.
- 17.3. For avoidance of doubt, the Parties shall be bound by the Terms and Conditions as set out in the quotation herein together with any other terms and conditions which may be set out in the Company's Letter of Award, until the Agreement is executed between the Company and the Supplier as detailed herein.



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Singapore Airlines Suppliers' Code of Conduct

1) Compliance with Laws and Regulations

- *Accounting practices*
- *Competition compliance*
- *Intellectual property*
- *Disclosure*

Suppliers' business operations, as well as all products and services supplied to Singapore Airlines Limited ("Singapore Airlines"), must fully comply with the laws and regulations of the countries where suppliers' operations are based as well as where goods and services are provided to Singapore Airlines.

All financial and business records must be accurately maintained in accordance with applicable laws and regulations, as well as generally accepted accounting principles.

Fair competition must be practiced in accordance with local laws and activity that restricts competition must be avoided. Commercial decisions, including prices, terms of sale, division of markets and allocation of customers, must be made independent of understandings or agreements with competitors.

2) Ethics and Conflict of Interest

- *Anti-corruption*
- *Financial integrity*
- *Confidentiality*
- *Relationship of business partners with company*

Business dealings must be handled with integrity, transparency and honesty. No form of fraud, corruption, bribery, extortion or other behaviour involving improper benefits will be tolerated. Any situation that has actual, perceived or potential conflict of interest must be disclosed to Singapore Airlines.

Any information used in the business relationship with Singapore Airlines that is non-public and proprietary must be protected against loss and infringement. Any form of disclosure or use other than for officially stated purposes must first be authorised by Singapore Airlines.

Any form of relationship with a competitor, distributor, supplier, travel agency or any other entity with which Singapore Airlines has a business relationship must not interfere with the provision of products and services to Singapore Airlines and should demonstrate high standards of ethical business behaviour.

3) Safety and quality

- *Health and safety*
- *Quality of products and services*

Health and safety protection policies and management systems must be in place by suppliers to provide a secure working environment. They must be designed to promote the general health of employees and reduce work-related injury and illness. For example, protective equipment and tools must be provided and replaced/ maintained regularly.

The safety of all products and services must be ensured through appropriate policies, implementation and monitoring.

Policies and management systems must be developed to ensure that the quality of all products and services are as specified in the supply agreement.



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4) Environment

- *Compliance with laws and regulations*
- *Engagement in environmental management processes*

Local environmental laws and practices such as those pertaining to waste disposal, air emissions and pollution must be complied with. Suppliers must endeavour to minimise the impact of their operations on the environment.

Environmental management is a key parameter that Singapore Airlines looks at when selecting its suppliers.

5) Labour Standards

- *Equal opportunity*
- *Non-discrimination*
- *Minimum age/child labour/forced labour*
- *Working hours*
- *Wage standards*

Employees must not be subjected to discrimination based on race, national origin, ethnicity, religion, gender, age, marital status, sexual orientation, disability or any other reason.

- All employees must meet the local legal minimum labour age.
- Forced, coerced, bonded, indentured, involuntary prison labour or otherwise must not be used.
- Employee working hours, including considerations for voluntary overtime work, and the granting of leave of any form, must be in accordance with applicable local and/or national laws.
- Salaries must not be less than standards specified by local laws.

6) Subcontractors and other service providers

- *Compliance with Code of Conduct*
- *On-time payment*

Subcontractors and service providers must also adhere to the principles set out in this Code of Conduct. Subcontractors and service providers must be paid accurately and promptly.

7) Communication, Documentation and Inspection

- *Employee awareness of Code of Conduct*
- *Language translation*

Employees must understand the requirements of this Code of Conduct, which must be made available in the local language where necessary.

This Code of Conduct does not create any binding obligations on Singapore Airlines. It may be amended from time to time. The latest version will be available at singaporeair.com.



REQUEST FOR PROPOSAL

ANNEX 1: INTENT TO BID FORM

RFP Reference No.:
LMD2018/01

Singapore Airlines Request For Proposal (RFP):
KrisFlyer Co-brand Credit Card (Singapore)
Singapore Airlines Corporate Co-brand Credit Card (Singapore or multiple countries)

This is to notify that it is our intent to submit our proposal in response to the RFP: LMD2018/01

We will bid for the following product (please tick applicable):

- ☐ KrisFlyer Co-brand Credit Card (Singapore)
☐ Singapore Airlines Corporate Co-brand Credit Card (Singapore or multiple countries)

We have checked and submitted two (2) sets of the following documents:

- ☐ Completed Intent to Bid (Annex 1)
☐ Completed Profile Matrix (Annex 2)
☐ Completed Co-brand Card Product Summary Matrix (Annex 3) #
☐ Completed SIA Corporate Co-brand Card Product Summary Matrix (Annex 4) #
☐ Last three years' Annual Report of the Bank
☐ Detailed Proposal
☐ Interested Party Declaration (Annex 5)

Note: The Company may submit Annex 3 and/ or Annex 4 where applicable to the product they are bidding for

We inform you that our reference key contact for this bid is:

Company's Name:	
Key Contact Name:	
Designation:	
Contact number:	
Email address:	

We have read, understand, and agree to comply with the RFP Terms & Conditions and Suppliers' Code of Conduct found in RFP: LMD2018/01

Signature
Name:
Designation:

Date



REQUEST FOR PROPOSAL

ANNEX 2: PROFILE MATRIX

Please complete the Matrix with sufficient information (URLs are not acceptable) for SIA to have a good understanding of the Bank. Where information requested is variable, please provide the most recently available information and indicate the period for which the information was based upon.

Category/ Section	Description
Company's name and address	
Parent company name and address (if any)	
Notable achievements	
Credit rating	
CASA ratio	
Presence in overseas markets Please include brief information on customer base sizes in the markets.	
<i>(For KrisFlyer Co-brand Credit Card proposal)</i> Total customer base size in Singapore Please provide further breakdown as per follows: <ul style="list-style-type: none"> Total debit/credit cardholder base <ul style="list-style-type: none"> Segmented by the bank's internal criteria. Please provide brief description of such criteria (e.g. Affluent, Emerging affluent & to include descriptors of qualifying criteria) CASA holders Loans and other banking products/ relationships 	
<i>(For SIA Corporate Co-brand Credit Card proposal)</i> Total customer base size in Singapore and/or proposed countries Please provide further breakdown as per follows: <ul style="list-style-type: none"> Total corporate credit cardholder base <ul style="list-style-type: none"> Segmented by the bank's internal criteria. Please provide brief description of such criteria (e.g. Affluent, Emerging affluent & to include descriptors of qualifying criteria) CASA holders Loans and other banking products/ relationships 	



REQUEST FOR PROPOSAL

ANNEX 3: KRISFLYER CO-BRAND CARD SUMMARY MATRIX

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

Proposed KrisFlyer Co-brand Card Features	
Card scheme	
Product type / tier	
Card name	
Annual fees	
Eligibility criteria	
Card CVP / Reward currency earn information	
Welcome offer	
Ad-hoc / tactical offers	
Brief outline of marketing plans and channels	



REQUEST FOR PROPOSAL

ANNEX 4: SIA CORPORATE CO-BRAND CARD SUMMARY MATRIX

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

Proposed Corporate Co-brand Credit Card Features	
Card scheme	
Product type / tier	
Card name	
Annual fees	
Eligibility criteria	
Card CVP / Reward currency earn information	
Welcome offer	
Ad-hoc / tactical offers	
Brief outline of marketing plans and channels	



REQUEST FOR PROPOSAL

ANNEX 5: INTERESTED PARTY DECLARATION

DECLARATION BY TENDERER/ 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 a corporation, please complete Form B-2.
2. By completing 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-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 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 authorized officer of your corporation who can verify the information sought on the form, preferably the company secretary, director or a senior management staff. Kindly also affix your corporation's stamp on the form.
5. Please refer to the Definitions attached, when completing Form B-2. If you are unsure, please seek clarification or advice, as may be appropriate.



REQUEST FOR PROPOSAL

FORM B-2 (to be completed by a Corporation)

To:
(Name of SIA Group Company)

We, hereby declare as follows:
(Name of Tenderer/Contracting Party)

Yes / No

- | | |
|--|---|
| 1. We are a company in which the CEO of SIA, (name), 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, (name), 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).

.....
.....

- 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.

.....
.....

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:

Date:

Company Stamp:

* Delete as appropriate

^ Please refer to the attached list of definitions



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Note:

Please tick at the appropriate boxes.

All Interested Person Transactions (IPTs) must be approved prior to the start of the contract, or before the contract is signed, whichever is earlier.

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.



REQUEST FOR PROPOSAL

DECLARATION OF PARTICIPATION BY RELATIVES/ASSOCIATED COMPANIES

DECLARATION

The supplier must declare whether any associated company, business partner or relatives are bidding in this tender 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 relative taking part in the tender.

_____ Signature	_____ Name & Designation	_____ Company Stamp
--------------------	-----------------------------	------------------------

Section II

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

Name of Person/Company

Relationship to Tenderer

1	_____	_____
2	_____	_____
3	_____	_____

Please use new page if space is insufficient.

_____ Signature	_____ Name & Designation	_____ Company Stamp
--------------------	-----------------------------	------------------------