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## INVITATION TO QUOTE

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### QUOTATION FOR CUSTOMISED UMBRELLAS (QUOTATION REF NO: CPFSCD2020QTN044)

The Central Provident Fund Board invites Suppliers to quote for Customised Umbrellas in accordance with the Terms and Conditions in Part I and the Specifications in Part II.

Suppliers are required to submit the required documents stated in **Paragraph 4** of Part II – Specifications with the quotation submission via GeBIZ by the closing date and time in GeBIZ.

For any enquiries, please contact:

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Yours faithfully

Nyang-Ngiam Su Ying

Director – Service Centre Department

CENTRAL PROVIDENT FUND BOARD

*(No signature is required for this letter.)*

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### **PART II - SPECIFICATIONS**

## **PART I - TERMS & CONDITIONS**

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Should your offer be accepted, the Terms and Conditions as set out in this Section and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the Board and your company.

### **PART I - TERMS & CONDITIONS**

#### **1. DEFINITIONS**

1.1. In these Terms and Conditions unless the context otherwise requires:

- (a) “Board” means the Central Provident Fund Board constituted under the Central Provident Fund Act (Chapter 36) and which expression shall include its successors-in-title and permitted assignees and where the context so admits shall include its servants and agents and any officer authorised by the Board to act on its behalf.
- (b) “Confidential Information” means any information disclosed to or obtained by either Party in connection with the Contract.
- (c) “Contract” includes the Board’s ITQ Message, the Contractor’s Quote Message (quotation) or offer (submitted through GeBIZ), these Terms & Conditions of Contract, the Specifications and samples, Letter of Acceptance, Order Message, or any purchase orders issued by the Board to the Contractor for the supply of the Goods and/or performance of Services.
- (d) “Contract Price” means the price exclusive of the Singapore Goods and Services Tax (“GST”) payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law;
- (e) “Contractor” means the successful Supplier who has been awarded the Contract by the Board for the provision of the Goods and/or performance of Services and includes the Contractor’s duly appointed representatives, successors and permitted assignees and where the context so admits shall also include the Contractor’s employees, agents and subcontractors.
- (f) “Force Majeure Event” means Acts of God, war, acts of foreign enemies, riots and civil commotion, strikes, lock-outs, labour disturbances (including those involving the Contractor's employees), epidemics or other events which the Contractor could not reasonably foresee or reasonably provide against.

## **PART I - TERMS & CONDITIONS**

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- (g) “Goods” means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (h) “Invitation to Quote” or “ITQ” means the Invitation to participate in the quotation which comprises all quotation documents forwarded to the Supplier inclusive of these Terms & Conditions, Specifications and any other documents and forms enclosed.
- (i) “Party” means either the Board or the Contractor and “Parties” refer to the Board and the Contractor.
- (j) “Services” means the work which the Contractor is required to perform under the Contract.
- (k) “Specifications” means:
  - (i) the specifications issued by the Board to the Supplier for the purpose of inviting the Supplier to submit its quotation for the provision of the Goods and/or Services as set out in **Part II of the ITQ**; and
  - (ii) other amendments or specifications as may be mutually agreed in writing between the Parties.
- (l) “Supplier” means a person or his permitted assignees offering to supply the Goods and / or Services.

### **2. SCOPE OF CONTRACT**

- 2.1. The Contractor shall carry out and complete the supply of all items of Goods and/or perform the Services in accordance with the Contract.
- 2.2. Unless otherwise stated in the Contract, all Goods to be supplied must meet the Specifications and shall be new and unused.

### **3. DELIVERY**

- 3.1. The Contractor shall deliver the Goods and/or perform the Services by the date and at the place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Board. The issue of such receipt shall

in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods or for rectifying deficient Services under **Clause 3.2 or 3.3** below.

- 3.2. Where anytime on or after delivery of the Goods, any Good(s) is found either:
- (a) to be defective in design, materials or workmanship; or
  - (b) not to be in accordance with the Contract or any specifications incorporated in the Contract by written agreement; or
  - (c) to fail to function properly or fail to meet any of the performance guarantees or specifications published by the Contractor as applicable to the Good(s) after having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor;

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Board, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Board, remove and replace, rectify or completely repair the damaged or defective Good(s), failing which the Board shall have the right to purchase replacements elsewhere or to make good any damage in any manner it deems necessary and all costs thereby incurred shall be recoverable from the Contractor by deduction from any money due or becomes due to the Contractor under the Contract or shall be recoverable as damages.

- 3.3. If any Service performed is found to be deficient and not in accordance with the Contract or specifications, the Contractor shall at the written notification of the Board, rectify the same, at the sole expense of the Contractor within **thirty (30) days of receipt of the Board's written notification or within such time as mutually agreed in writing between the parties**, failing which the Board shall have the right to purchase replacements Services elsewhere or as it deems necessary and all costs thereby incurred shall be recoverable from the Contractor by deduction from any money due or becomes due to the Contractor under the Contract or shall be recoverable as damages.

#### **4. SUBMISSION OF QUOTATION**

- 4.1. The Supplier shall satisfy himself on the contents of all the quotation documents (including those incorporated by reference). He shall also check that the documents issued in this ITQ are complete and that no pages are missing or duplicated.

4.2. The Supplier's quoted sum shall include all incidental and contingent costs and expenses and no adjustment shall be made to the quotation sum for any error without the Board's written approval.

4.3. Suppliers are required to submit their quotations electronically using Government Electronic Business (GeBIZ) before the closing date and time. No late submission of quotations will be entertained. Submissions by fax or any other means shall not be accepted.

**5. COMPLIANCE WITH INSTRUCTIONS**

5.1. Quotations will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the ITQ. The Board will evaluate the quotations fairly and in accordance with the said instructions.

**6. VALIDITY PERIOD**

6.1. Quotations submitted shall remain valid for acceptance by the Board for a period of **sixty (60) days** from the closing date of the ITQ. The closing date of the ITQ shall not be included in the computation of the **forty-five (45) days**.

**7. ACCEPTANCE OF QUOTATIONS**

7.1. The Board shall be under no obligation to accept the lowest or any quotation. The Board will normally not enter into correspondence with any Supplier regarding the reasons for non-acceptance of a quotation.

**8. AWARD OF QUOTATION**

8.1. The Board reserves the right, unless the Supplier expressly stipulates to the contrary in his quotation, of accepting such portion of each quotation as the Board may decide.

8.2. The Board also reserves the right to award the Contract in whole or in part to one or more Supplier.

8.3. The successful Supplier will be notified of the acceptance of his quotation within the validity period via GeBIZ.

**9. CONFIDENTIALITY**

9.1. Each Party:

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

9.2. The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Board under or in connection with this Contract:

- (a) is given only to such of the Contractor's staff and professional advisors or consultants engaged to advise it in connection with this Contract as is strictly necessary for the performance of this Contract and only to the extent necessary for the performance of this Contract;
- (b) is treated as confidential and not disclosed (without the Board's approval) or used by any of the Contractor's staff or such professional advisors or consultants otherwise than for the purposes of this Contract; and
- (c) is not transferred to a country or territory outside Singapore, whether by the Contractor or the Contractor's staff and professional advisors or consultants, without the Board's prior written approval.

9.2A The Contractor shall in relation to the Confidential Information comply with the Singapore Personal Data Protection Act (No. 26 of 2012) or any applicable data protection or privacy laws.

**10. DELAY IN SUPPLY AND DELIVERY AND/OR PERFORMANCE**

- 10.1. Where the Contractor is prevented from or delayed in the delivery of any item of the Goods and/or performance of the Services under this Contract by a Force Majeure Event (the "Affected Obligation"), then for the duration of the Force Majeure Event, the Contractor shall be relieved of the Affected Obligation if:
- (a) the Force Majeure Event is beyond the reasonable expectation of the Parties and the Contractor cannot reasonably be expected to have avoided or overcome it or its effect; and
  - (b) the Contractor has notified the Board in writing within **seven (7) days** of the Force Majeure Event occurring, specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue.
- 10.2. The Contractor shall be given such extension of time in respect of the performance of the Affected Obligation as may be reasonable having regard to the duration of the Force Majeure Event, the effect of the Force Majeure Event on the Contractor's performance of this Contract and the Contractor's duty to mitigate the consequences of any delay caused by the Force Majeure Event. The Contractor's duty in respect of all other obligations under this Contract which are not affected by the Force Majeure Event shall remain unaffected by any such extension of time. Any moneys or fees paid in advance by the Board for the period and the Affected Obligation shall be pro-rated and refunded to the Board, unless the Board agrees in writing that refund need not be made.
- 10.3. If the Force Majeure Event shall continue for a period exceeding **thirty (30) days** or the extension of time granted under this Clause exceeds **thirty (30) days** in the aggregate, the Board may terminate this Contract by giving **seven (7) days'** prior written notice to the Contractor without being liable therefore in damages or compensation.
- 10.4. In the event of failure by the Contractor to deliver any item of Goods or complete the performance of Services by the date specified in the Contract other than due to a Force Majeure Event, the Board shall have the right to cancel all or any such items of Goods and/or Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages;



- 10.5. Provided that the recovery of such increased costs aforesaid shall be limited to the quantity of such Goods as is purchased or obtained, not exceeding the quantity stated in the Contract and/or Services as is stated in the Contract or is purchased or obtained from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the period of the Contract.

**11. SUSPENSION OR TERMINATION**

- 11.1. The Board shall, after giving **seven (7) days** prior written notice to the Contractor have the right to suspend or terminate the Contract if the Board is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the Board shall pay the Contractor the price of the Goods delivered and accepted by the Board and/or Services performed and accepted by the Board as at the date of written notice of termination or suspension. The Board shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Board to the Contractor by reason of this Clause.

**12. RIGHTS OF THE BOARD IN THE EVENT OF DEFAULT BY THE CONTRACTOR**

- 12.1. Without prejudice to any other rights or remedies available to the Board under the Contract, if the Contractor defaults in his performance of this Contract and/or fails to meet the service standards as set out in the Specifications, the Board may issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within **thirty (30) days** of the date of the notice of default, remedy the default. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and the Board shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the Board being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.
- 12.2. In the event of termination under **Clause 12.1** above, the Board shall have the right to purchase from other sources all the Goods which remain undelivered or similar Goods and/or Services which remain unperformed at the time of

termination or similar Services, and all increased costs reasonably incurred by the Board shall be recoverable from the Contractor.

**13. SUB-CONTRACTING AND ASSIGNING**

13.1. The Contractor shall not sub-contract, transfer or assign its rights, benefits or obligations under the Contract without the prior written consent of the Board, which shall not be unreasonably withheld.

**14. PAYMENT**

14.1. All invoices shall be submitted electronically via Vendors@Gov at <https://www.vendors.gov.sg> with the Sub-BU code as indicated in the Invoicing Instruction. All original delivery order (if any) shall be furnished to the Board during delivery, otherwise it shall be sent to 238B Thomson Road #08-00 Tower B Novena Square, Singapore 307685 and attention to the Board's contact person as indicated in this ITQ notice.

14.2. The Board will make payment within **thirty (30) days** from the date of e-invoice subject to the satisfactory receipt or commissioning of the Goods (whichever is later) or satisfactory completion of the Services in accordance with the Specifications, provided that no payment shall be considered as evidence of quality of any Goods and Services to which such payments relate nor shall it relieve the Contractor from his responsibilities under **Clause 3.2 or 3.3**

14.3. Where delivery is by consignments, payment shall be made within **thirty (30) days** after the delivery of each consignment and the receipts of the documents referred to in **Clause 3.1**.

**15. THE GOODS AND SERVICES TAX (GST)**

15.1. The Supplier shall not include in the rates and prices proposed in his quotation, the Singapore Goods and Services Tax (GST) chargeable for the supply of Goods and/or Services required in the ITQ. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and Services.

- 15.2. If the Contractor is a taxable person under the GST Act, the Board will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and/or Services provided pursuant to this Contract.

**16. GST REGISTRATION**

- 16.1. The Supplier shall declare his GST status in his quotation. He shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act. He shall, if available, furnish the GST registration number to the Board.
- 16.2. A Supplier who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the quotation shall forthwith inform the Board of his change in GST status. He shall be entitled to claim from the Board any GST charged on the supply of Goods and/or Services made by him after his change in GST status.

**17. APPLICABLE LAW**

- 17.1. All quotations submitted pursuant to this ITQ, the Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.
- 17.2. For the avoidance of doubt, until the Board issues a Letter of Acceptance, an Order message, or Purchase Order, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Service from any Supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier
- 17.3. Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.
- 17.4. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with **Clause 17.3**.
- 17.5. Failure to comply with either **Clause 17.3** or **17.4** or both shall be deemed to be a breach of contract.

**18. RIGHTS OF THIRD PARTIES**

- 18.1. A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

**19. GIFTS, INDUCEMENTS AND REWARDS**

- 19.1. The Board may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Board or for showing or forbearing to show favour to any person in relation to any Contract with the Board, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Board the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code or Prevention of Corruption Act* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code or the Prevention of Corruption Act*.

**20. WHISTLEBLOWING**

- 20.1. The Board has zero tolerance for any form of fraud or wrongdoing by its employees, its business partners and Contractors. If the Contractor is, or becomes, aware of any corporate wrongdoings committed by employees of the Board including:

- (a) illegal activities by the Board's employee;
- (b) acts of malice by the Board's employee; or
- (c) conflict of interests;

during the Board's employees' execution of duties within or outside the Board's premises, the Contractor may make a report through Board's reporting channels. The reporting channels are manned by an external vendor appointed by the Board and are open 24 hours, 7 days a week. For the avoidance of doubt, any information received by the external vendor from the Contractor shall be regarded with strictest confidence.

## PART I - TERMS & CONDITIONS

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The reporting channels are as follows:

<b>Channels</b>	<b>Description</b>	<b>Details</b>
(a) Telephone	Dedicated toll-free hotline	1800-531-5029
(b) Fax	Secure line	+65-6226-0781
(c) Email	Dedicated email address	<a href="mailto:cpfb@tipoffs.com.sg">cpfb@tipoffs.com.sg</a>
(d) Website	Dedicated website	<a href="http://cpfb.tipoffs.com.sg">http://cpfb.tipoffs.com.sg</a>
(e) Post	Specified postal address	CPFB Whistleblowing Line c/o Deloitte & Touche Tanjong Pagar Post Office P.O. Box 405 Singapore 910814

### **21. WARRANTY AND REPRESENTATION**

21.1. The Contractor warrants that the Services will be performed and completed in an independent and professional manner and that the Contractor and any person employed or engaged by it shall use all proper and professional skill, care and diligence in the performance of the Services, and the discharge of all its duties and obligations under this Contract and in this respect the Board shall rely upon the representations, express or implied, relating to the qualifications, experience and skills of the Contractor.

### **22. INTENTIONALLY LEFT BLANK**

**PART II - SPECIFICATIONS**

**1. OBJECTIVE**

- 1.1 The Central Provident Fund Board (the Board or CPF Board) invites Suppliers to quote for the supply, print, production, and delivery of Customised Umbrellas (“Umbrellas”).

**2. SCOPE OF WORK**

- 2.1 The awarded Supplier (“Contractor”) is required to supply, print, produce and deliver the Umbrellas based on the following requirements:

- (a) Umbrella type: Inverted (or Reverse) Umbrella with J-shaped handle
- (b) Quantity: 3,000 pieces
- (c) Material: Nylon, Lightweight, Windproof, Coated with UV-ray protection
- (d) Panels: 8 panels
- (e) Umbrella frame: Black metal with fibre glass ribs
- (f) Dimensions: Total length to be 24 to 25 inches long from tip to end of handle.
- (g) The Umbrella shall have a smooth opening mechanism and a sturdy J-shaped handle.
- (h) Each Umbrella manufactured by the Contractor for the Board shall include a print of the CPF logo and Tagline according to the colour codes and key motif provided in **Annex B**.

- 2.3 The Contractor shall provide individual plastic packaging for each Umbrella.

- 2.4 Option to Purchase: Suppliers are to quote for the production of 1 additional lot of 300 quantities of the Umbrella in accordance to the same Specifications in Paragraph 2 of Part II - Specifications, for the Board to exercise when required until one (1) year from the date stated in the Letter of Acceptance.

**3. TIMELINE AND DELIVERY**

- 3.1 The Contractor shall propose an overall production timeline from confirmation of design, to production of samples and subsequently production of the bulk purchase before final delivery, ensuring that the full production of the Umbrellas

## **PART II - SPECIFICATIONS**

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to be completed within four (4) weeks upon the approval from the Board to commence the production of the Umbrellas.

- 3.2 The Contractor shall submit the production of one (1) sample (i.e. actual mock-up) of the Umbrellas for the Board's approval within seven (7) calendar days after award of the Contract. Should there be re-print or re-production of the mock-up required in order to meet the Specifications, this shall be performed at no additional costs. The Contractor shall not commence printing of the remaining awarded quantity of Umbrellas until the Board's approval is obtained.
- 3.3 The Contractor shall deliver the Umbrellas to the 5 CPF Service Centres (Tampines, Woodlands, Maxwell, Bishan and Jurong) within four (4) weeks after approval of the sample in writing by the Board. The delivery details, contact persons and addresses will be shared after award.

### **4. SUBMISSION OF QUOTATION**

- 4.1 Suppliers are required to submit the following with the quotation submission via GeBIZ by the closing date and time:
  - a) Price for the supply, print, production and delivery per Umbrella including individual plastic packaging (please submit the cost in GeBIZ). All prices shall be in Singapore Dollars and exclude Goods and Services Tax (GST). The prices quoted shall be inclusive of all costs for labour, materials, accessories, transportation, insurance and all other costs of whatsoever nature, whether direct or indirect, required for the successful fulfillment of the Contractor's obligations under the Contract.
  - b) Annex A – Form of Quotation
  - c) Production timeline (with reference to Paragraph 3.1 of Part II – Specifications)

### **5. EVALUATION CRITERIA**

- 5.1 Ability to meet Part I – Terms & Conditions and Part II - Specifications fully or substantially. After the close of the ITQ in GeBIZ, selected suppliers may be requested to provide a sample of the proposed Inverted umbrella (past works are acceptable) at no additional cost to the Board, for evaluation purposes. If supplier is unable to provide a sample of satisfactory quality, the Board will not evaluate the quotation further. The sample will be returned to the supplier(s) after the ITQ has been awarded.
- 5.2 The Board will then evaluate quotations which have met the criteria in Paragraph 5.1 based on price competitiveness

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**ANNEX A – FORM OF QUOTATION**

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**ANNEX A – FORM OF QUOTATION**

To: \_\_\_\_\_ Name of Supplier(s):

Central Provident Fund Board \_\_\_\_\_ Address:

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**RE: QUOTATION No. CPFSCD2020QTN044**

1. I / We\*, \_\_\_\_\_ (Name of Company in Block Letters) hereby offer and undertake on the acceptance of this quotation to supply the goods and/or services as specified in the Specifications under Part II of your Invitation to Quote (ITQ) and under the Terms and Conditions in Part I of your Invitation to Quote.
  
2. Our quotation is fully consistent with and does not contradict or derogate from anything in Part I – Terms and Conditions of the ITQ or downgrade anything in the Specifications. In the event of the Board’s acceptance of our quotation, we agree that all documents of the ITQ shall form part of a binding agreement between us.
  
3. I / We\* warrant, represent and declare that we are duly authorised to submit, sign this quotation, receive instruction, give any information, accept any contract and act for and on behalf of \_\_\_\_\_ (Name of Company in Block Letters).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

(\*Delete whichever is not applicable)



**ANNEX B – DETAILS OF UMBRELLA DESIGN**

**DESIGN: KEY MOTIF SYMBOL**



**TYPE:**

Inverted (or Reverse) Umbrella with J-shaped handle

**COLOR CODE:**

PANTONE 3435

**TAGLINE:**

Be Ready with CPF

**PLACEMENT:**

The illustration is meant to indicate the placement of the tagline and CPF logo. Please note that the requirement should be for an Inverted (or Reverse) Umbrella with J-shaped handle.

