

**QUOTATION CONDITIONS OF CONTRACT**

Should your offer be accepted, the terms and conditions as set out in the Quotation Conditions of Contract (including all its Annexes) shall govern the Contract between the Authority and your company.

**1. DEFINITIONS**

1.1 In these Conditions, unless the context otherwise requires:

- (a) "Authority" (or initial "CAAS") shall mean the Civil Aviation Authority of Singapore and shall include any officer authorised by CAAS to act on its behalf.
- (b) "Contract" includes CAAS' ITQ Message, the Contractor's Quote Message or offer (submitted through GeBIZ), these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by CAAS to the Contractor for the supply of the Goods and/or performance of Services.
- (c) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax 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.
- (d) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.
- (e) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (f) "Services" means the work which the Contractor is required to perform under the Contract.

**2. SCOPE OF CONTRACT**

2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

**3. DELIVERY**

3.1 The Contractor shall deliver the Goods and perform the Services by the Delivery/Performance Date and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall not prejudice CAAS' right to require that the Contractor rectify any Goods that are damaged or Services that are deficient, or any Goods and Services that are not provided in accordance with the terms and conditions of the Contract.

#### **4. WARRANTY (Not applicable)**

#### **5. PAYMENT**

5.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Goods delivered and Services performed in accordance with Clause 3.1 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1 of the Contract, the Authority will make payment to the Contractor of the full value of all Goods so delivered and Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates.

5.2 Any payment under this clause shall not prejudice CAAS' right to require that the Contractor rectify any Goods that are damaged or Services that are deficient, or any Goods and Services that are not provided in accordance with the terms and conditions of the Contract.

5.3 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the documents referred to in Clause 3.1.

#### **6. RIGHTS OF THIRD PARTIES**

6.1 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.

#### **7. SUB-CONTRACTING AND ASSIGNING**

7.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the Authority.

#### **8. SUSPENSION OR TERMINATION**

8.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority 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 Authority shall pay the Contractor the price of the Goods delivered and accepted by the Authority as at the date of written notice of termination or suspension. The Authority 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 Authority to the Contractor by reason of this Clause.

#### **9. GIFTS, INDUCEMENTS AND REWARDS**

9.1 The Authority 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 Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, 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 Authority 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*.

## **10. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION**

10.1 The Contractor warrants that the Goods do not infringe, and he shall not do or permit anything to be done that will infringe, any copyrights, and any rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). Further, the Contractor shall indemnify the Authority and its officers and employees against all actions, proceedings, claims, damages, costs, expenses, losses or liabilities incurred arising from or in connection with any infringement of Intellectual Property.

## **11. VARIATION**

11.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Authority.

## **12. APPLICABLE LAW**

12.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

12.2 For the avoidance of doubt, until the Authority 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.

**REQUIREMENT SPECIFICATIONS FOR  
CATERING SERVICES FOR RECEPTION IN MONTREAL, CANADA**

**1. Background**

- 1.1. The Civil Aviation Authority of Singapore (“CAAS”) intends to host a standing dinner cocktail reception (the Reception) at the International Civil Aviation Organization (“ICAO”) Headquarter building located at 999 Robert-Bourassa Boulevard, Montréal, Quebec, Canada H3C 5H7, tentatively on **28 September 2023, from 1730hrs to 2100hrs (Montreal time)**. Exact date will be provided at least fourteen (14) days in advance.
- 1.2. The Reception will be attended by approximately 330 international guests and high level personnel.
- 1.3. Vendor must confirm its ability to be flexible to cater to changes (e.g. in event date, number of guests, format of reception etc), to propose options, adjust and adhere to the Quebec government’s regulations and restrictions relating to the dynamic COVID-19 pandemic when given a reasonable amount of notice period of seven (7) days.

**2. Details**

- 2.1. The Reception will be held at the Delegates’ Lounge of the ICAO Headquarter building. All vendors must adhere to the COVID-19 measures set out by the Government of Quebec and ICAO Headquarter for events and food and beverage operations.
- 2.2. Details of the Reception are as follows:

<b>Item</b>	<b>Description</b>
a) Event Organiser:	CAAS c/o Permanent Mission of Singapore to ICAO
b) Type of Event:	Standing Dinner Cocktail Reception, with an autumn theme
c) Date of Event:	28 September 2023
d) Event Venue	ICAO Headquarter 999 Robert-Bourassa Boulevard, Montréal, Quebec, Canada H3C 5H7 Delegates’ Lounge (Level 3)
e) Estimated Schedule of Events:	0900hrs – Delivery of rentals as necessary 1200hrs – Preparation and setup 1700hrs – All setup and food to be ready 1730hrs – Arrival of guests, opening of bar, butler-passed wine (red, white and sparkling) and canapes 1800hrs – Speech (interruption of service) 1810hrs – Opening of food stations 2030hrs – End of Reception 2100hrs – Tear-down

f) Total Expected Attendance:	Approximately 330 guests
g) Contact Person:	Ms Erlina Ang and Ms Valeria Gutierrez
h) Contact Number:	+1-438-926-3220 and +1-514-585-9516
i) Contact E-mail:	eang@icao-delegations.org, cc singapore@icao-delegations.org

The numbers of persons specified in this ITQ, including in paragraph 1.2 and **Annex C**, are estimates only. CAAS reserves the right to specify, after the Contract has been awarded, the actual numbers of persons for whom the meals shall be catered by the Contractor. The Contract Price (maximum amount payable) shall be calculated based on the unit prices quoted by the Contractor multiplied by the estimated quantity. The final amount to be paid to the Contractor for the Reception shall be based on the actual numbers of persons specified by CAAS for whom the meals shall be catered and shall not exceed the Contract Price quoted by the Contractor.

### 3. Quotation Proposal

CAAS wishes to source for a reputable catering provider that could provide catering services to the ICAO Headquarters and meets the following requirements:

Item	Description
(a) Food	<p>Proposed food items should be:</p> <ul style="list-style-type: none"> <li>• Of high quality and perceived value (i.e. type of meat and other ingredients, methods of preparation, presentation etc)</li> <li>• A mix of international and authentic Singaporean cuisine</li> <li>• Presented in an elegant manner suitable for standing butler-passed dinner reception (i.e. bite-size, easy to hold)</li> <li>• Includes food stations serving the same butler-passed items</li> </ul> <p>Food items should comprise the following:</p> <ul style="list-style-type: none"> <li>• Minimum 10 butler-passed items comprising: <ul style="list-style-type: none"> <li>○ 2 cold food items, including 1 vegetarian item</li> <li>○ 3 meat dishes (beef, chicken &amp; lamb)</li> <li>○ 2 vegetarian dishes</li> <li>○ 3 desserts</li> </ul> </li> <li>• Food Stations comprising: <ul style="list-style-type: none"> <li>○ Same as butler-passed items</li> <li>○ 1 station serving at least two Singaporean dishes</li> <li>○ 1 seafood bar with oysters</li> </ul> </li> </ul> <p><b>No pork/lard</b> to be used.</p> <p><i>NOTE: Proposed menu is subject to changes by CAAS where necessary and this shall be at no additional cost to CAAS.</i></p>

Item	Description
(b) Beverages	<p>Non-alcoholic beverages</p> <ul style="list-style-type: none"> <li>• Provision of non-alcoholic beverages such as mocktails, soft drinks, bottled water, juices, coffee and tea.</li> </ul> <p>Alcoholic beverages</p> <ul style="list-style-type: none"> <li>• Contractor to propose, mix and serve at least one “autumn flavor” cocktail <u>and</u> the Singapore Sling</li> <li>• Mixers for the two cocktails to be provided by Contractor</li> <li>• All alcoholic beverages including liquor, wine (red, white and sparkling) and beer will be provided by CAAS</li> </ul>
(c) Service Staff	<p>Provision of ample professional service staff capable of delivering high service standards (e.g. servers, buspersons, bartenders, etc.) during the Reception to prepare and serve the food and beverages, manage the food stations and bar counter, as well as to clear the used cutlery and glasses.</p>
(d) Equipment, Crockery and Cutlery	<p>Provision of all necessary equipment, tables, table cloths, glasses (for cocktails, mocktails, wines (including sparkling wine), beers, soft drinks, coffee, etc.), utensils, crockery etc. for the preparation and serving of all food and beverage on-site.</p> <p>Proposed venue has a preparation area with refrigerator. Contractor shall provide other necessary tools and equipment such as food warmers.</p>
(e) Preparation & Setting Up	<p>Propose decorations for the Reception, in accordance with the autumn theme.</p> <p>Setting up and decoration of food stations, bar and one gift station (e.g. disinfection booths, flower arrangements, table cloth, etc.)</p>

- 3.2. Suppliers shall work based on a total estimated budget of C\$190 per head based on (a) to (e) from Para 3.1, including service charge but excluding taxes. This is an indicative budget and may be subject to changes.
- 3.3. Suppliers wishing to seek clarification on this ITQ must email their questions to [eang@icao-delegations.org](mailto:eang@icao-delegations.org) (with cc to [singapore@icao-delegations.org](mailto:singapore@icao-delegations.org)) **before 9 August 2023, 2359hrs(Montreal Time)**, failing which CAAS may disregard any such request.
- 3.4. Quotation proposals submitted to CAAS should include the following:
- a) Contract Price Breakdown in accordance with format set out in **Annex C.**
  - b) Detailed cost breakdown.
  - c) Detailed food & beverages menu comprising, but not limited to, the requirements laid out in paragraph 3.1.(a) & (b).
  - d) No. of service staff to be provided (with breakdown of servers, buspersons, cooks, etc.)
  - e) Decorations for the Reception, in accordance with the autumn theme.

- f) Company's experience and track record in providing catering services of similar nature and scale.
  - g) Any other information that is relevant to this ITQ.
- 3.5. Interested Suppliers must submit their quotation proposal via [CAAS Website](#) **before 11 August 2023, 2359hrs (Montreal Time)**. There will be no extension of this deadline and any quotation proposal received after this date and time will not be considered by CAAS.
- 3.6. The quote shall remain valid for acceptance by CAAS for a period of **30 calendar days** from the closing date stated in paragraph 3.5 above and during such extension of the period as may afterwards separately be agreed to in writing by the Supplier concerned at the request of CAAS.
- 3.7. If CAAS seeks further information or clarification regarding any aspects of the quotation proposal, the Supplier must provide a full and comprehensive response within 3 working days of CAAS' request.
- 3.8. CAAS shall be under no obligation to accept the lowest priced quotation or any quotations received, or enter into correspondence with any Suppliers regarding the reasons for non-acceptance of its quotation, and for not appointing a Contractor after evaluating the quotation received, as the case may be.
- 3.9. CAAS shall evaluate the quotations received based on the Evaluation Criteria set out in **Annex B**.

**EVALUATION CRITERIA**

Proposals that do not meet the critical evaluation criteria below shall be rejected and excluded from further evaluation.

**Critical Evaluation Criteria**

- Submission should meet all the requirements specified in paragraph 3.1 and 3.2 ; and include all documents and information specified in paragraph 3.4 of **Annex A**
- **Compliance to the Quotation Conditions of Contract**

*Proposals that meet the critical evaluation criteria above would be further evaluated based on the following:*

**Other Evaluation Criteria**

<b>Criteria</b>	<b>Weightage</b>
(a) Proposed menu (i.e. quality of food items, perceived value of dishes, variety of food etc.)	30%
(b) Proposed theme/concept and decoration (i.e. suitability for the high-level event)	15%
(c) Proposed catering resources and any value-added services (i.e. adequacy of number of service staff, equipment, utensils, cutlery etc.)	10%
(d) Competitive Pricing	20%
(e) Prior company experience and track record in providing catering services of similar nature and scale	10%
<b>Maximum score</b>	<b>85%</b>

*Shortlisted suppliers based on evaluation criteria (a) to (e) may be requested to conduct a tasting session on their proposed menu (to be paid by CAAS):*

<b>Criteria</b>	<b>Weightage</b>
(f) Tasting of proposed menu i.e. quality of food, taste of food, presentation of food, etc.	15%
<b>Maximum score</b>	<b>15%</b>



**CONTRACT PRICE BREAKDOWN**

**Provision of Catering Services for Dinner Reception on 28 September 2023**

**This page is to be submitted as an attachment in the CAAS Website.**

Quote for the provision of catering services as specified in this ITQ in Canadian Currency (NOTE: All rates quoted shall **exclude applicable taxes**):

**Dinner Reception**

Item Description	Percentage	Unit Price	Estimated Quantity	Total Price
Provision of catering services as specified in paragraph 3.1. of <b>Annex A</b>		\$ _____	330 pax	\$ _____
Service Charge for F&B	_____ %	\$ _____	330 pax	\$ _____
Other fees / charges (if any): _____ _____		\$ _____	As applicable	\$ _____
<b>Maximum Amount Payable for the Reception (Contract Price) : (Please submit this price in the CAAS Website)</b>				<b>\$ _____</b>

**Optional Items**

Item Description	Percentage	Unit Price	Estimated Quantity	Total Price
Food tasting		\$ _____	4 pax	\$ _____

**Optional Items**

Item Description	Percentage	Unit Price	Estimated Quantity	Total Price
Catering services costs beyond 330 pax		\$ _____	50 pax	\$ _____
Service Charge for catering beyond 330 pax	_____ %	\$ _____	50 pax	\$ _____
<b>Maximum Amount Payable for the Reception (Optional Price) : (Please submit this price in the CAAS Website)</b>				<b>\$ _____</b>

Suppliers are also required to submit the Total Price for the Dinner Reception and Optional Items in the CAAS Website.