



19 May 2025

Tel: +1 514-954-6118

To all Potential Suppliers,

**INVITATION TO QUOTE FOR THE PROVISION OF CATERING SERVICES IN MONTREAL, CANADA**

Ref: CAA000ITQ25000002

- 1 The Permanent Mission of Singapore to ICAO, a division of the Civil Aviation Authority of Singapore (CAAS), hereby invites quotations for the above supply & delivery of catering services for a lunch reception on 4 July 2025, in the Delegates' Lounge, ICAO HQ.
- 2 This is an open quotation. Offers must be submitted via the CAAS Website: [Overseas Quotation / Tender Opportunities](#) Ref. CAA000ITQ25000002 **before Wednesday, 28 May 2025, 1300hrs (Montreal Time)**. There will be no extension of this deadline, and any Offer received after this date and time will not be considered by CAAS.
- 3 Potential Suppliers shall submit their Offers in accordance with the Terms and Conditions set out in attachment.
- 4 Potential Suppliers wishing to seek clarification on this ITQ must email their questions to [singapore@icao-delegations.org](mailto:singapore@icao-delegations.org) before Monday, 26 May 2025, 1300hrs (Montreal time).

We look forward to receiving your Offer.

Sincerely,

Permanent Mission of Singapore to ICAO/CAAS  
10.25 – 999 Robert-Bourassa Boulevard  
Montreal, Quebec,  
Canada  
H3C 5J9

## **INSTRUCTIONS FOR QUOTATIONS**

### **1. DEFINITIONS**

- 1.1 All terms referred to in this Invitation to Quote shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.
- 1.2 The principles of construction set out in Clause 1.2 of the Conditions of Contract shall apply to each document in this Invitation to Quote.

### **2. ELIGIBILITY**

- 2.1 All persons who are debarred from participating in public sector tenders are not eligible to participate in this Invitation to Quote. Where a Potential Supplier is debarred after the submission of its Offer, the Potential Supplier shall not be considered for the award of this Invitation to Quote. If an Offer is submitted without explicitly mentioning that the Potential Supplier is currently debarred, the Authority shall treat the submission of the Offer as an express continuing declaration by the Potential Supplier that the Potential Supplier is in fact eligible to participate in this Invitation to Quote and, if such a declaration is discovered to be false, the Authority will be entitled to, at any time, rescind any contract entered into pursuant to such an Offer without the Authority being liable therefor in damages or compensation.
- 2.2 Potential Suppliers must be on the list of authorized caterers or work together with one of the authorized caterers. Contact information will be provided upon request.

### **3. SUBMISSION OF OFFER**

- 3.1 Potential Suppliers shall submit their Offers to the Authority using the CAAS Website **before 28 May 2025, 1300hrs (Montreal time)**.
- 3.2 INTENTIONALLY LEFT BLANK

### **4. CAAS WEBSITE**

- 4.1 Potential Suppliers are put on notice that business transactions with the Authority shall be conducted by the electronic exchange of

information using the CAAS Website or such other mode as the Authority may specify.

- 4.2 It shall be the Potential Supplier's responsibility to check the CAAS Website for any addendum, corrigendum or other document that may be issued in respect of this Invitation to Quote before the Closing Date and Time.

## 5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 Any Offer which:

- (a) is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Quote;
- (b) attempts to qualify or vary any provision of this Invitation to Quote; or
- (c) fails to fully comply with this Invitation to Quote,

is liable to be rejected.

- 5.2 The Potential Supplier's Offer may include alternative offer(s) which comply with this Invitation to Quote (including the Requirement Specifications).

## 6. QUOTATION PERIOD

- 6.1 This Invitation to Quote shall be closed on the Closing Date and Time. "**Closing Date and Time**" means the date and time specified in Clause 3.1. Offers received after the Closing Date and Time shall be disqualified.

## 7. VALIDITY PERIOD

- 7.1 Offers submitted shall remain valid for acceptance for the Validity Period. "**Validity Period**" means a period of 30 days from the Closing Date and Time, or such longer period as may separately be agreed in writing between the Potential Supplier and the Authority.

## 8. OFFER

- 8.1 The Potential Supplier must satisfy itself before submitting an Offer as to the correctness and sufficiency of its Offer for the supply of the Goods and Services, and all matters and things necessary for the proper execution and completion of such supply, including any duty, custom and excise, licence, transport and insurance expense, regardless of whether such matters or things were specifically set out in this Invitation to Quote.

- 8.2 The Potential Supplier must ensure that its Offer is complete, and that the information in its Offer is clearly visible without further action required by the Authority. In particular, the Potential Supplier must ensure that all information in any softcopy or spreadsheet or other document is not hidden in rows or otherwise not visible. Any part of the Offer that is not clearly visible without further action required by the Authority may be excluded from the Offer and may not be considered in the evaluation of such Offer.
- 8.3 The Potential Supplier shall be deemed to have been thoroughly acquainted by its own independent observations and enquiries as to all matters which can in any way influence its Quotation Price.
- 8.4 The Potential Supplier shall quote in its Offer the all-in firm prices for the Goods and Services in Canadian Dollars. The Quotation Price shall be deemed to have included the delivery of all items and performance of all services to meet the requirements in the Invitation to Quote irrespective of whether such items or services have been specifically listed or priced in the Offer.
- 8.5 The Potential Supplier shall notify the Authority in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the documents in this Invitation to Quote and seek clarification about the same from the Authority at least three (3) days before the Closing Date and Time.
- 8.6 No oral representation shall be:
  - (a) binding on the Authority; or
  - (b) construed as modifying or varying any of the provisions of this Invitation to Quote.

## **9. WITHDRAWAL OF OFFER**

- 9.1 No Offer may be withdrawn after the Closing Date and Time.

## **10. ACCEPTANCE OF OFFER**

- 10.1 The Authority shall be under no obligation to accept the lowest priced or any Offer.
- 10.2 The Authority may accept the whole or any part(s) of the Offer as it may decide, unless the Potential Supplier expressly stipulates in its Offer that certain parts of the Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Offer.
- 10.3 The issuance by the Authority of a Letter of Acceptance accepting the Potential Supplier's Offer or part of the Offer shall create a binding contract (to the extent accepted by the Authority) between

the Authority and such Potential Supplier. The Conditions of Contract shall apply to such contract.

- 10.4 A Letter of Acceptance may be issued to a successful Potential Supplier:

- (a) by electronic mail; or
- (b) by hand or post to the address specified in its Offer.

Such issuance of the Letter of Acceptance by electronic mail, hand or post shall be deemed effective communication of acceptance.

- 10.5 The Authority shall have the right to accept the Offers of one or more Potential Suppliers.

## **11. SAMPLES**

- 11.1 Where this Invitation to Quote specifies that samples (e.g. of goods or packages) are to be submitted as evidence of the type and quality of items offered in the Offer, such samples must be delivered at the site and by the time stipulated in this Invitation to Quote and must be marked clearly with the quotation number, item number and the name of the Potential Supplier. Where samples are required, failure to provide the required samples by the stipulated time and the required markings may render the Offer liable to be rejected.
- 11.2 The Potential Supplier must indicate, when submitting the samples, whether it wishes the samples to be returned. If no indication is given, the Authority shall not be obliged to return any sample to the Potential Supplier. Where the samples are to be subject to destructive testing, such samples will not be returned to the Potential Supplier.
- 11.3 All costs, including shipping and transportation duties, incurred in providing and delivering such samples to the Authority shall be borne by the Potential Supplier.

## **12. LANGUAGE**

- 12.1 The Offer and all supporting data and all documentation to be supplied by the Potential Supplier must be written in readily comprehensible English language.

## **13. CONFIDENTIALITY**

- 13.1 Except with the prior consent in writing of the Authority, the Potential Supplier must not disclose to any person (other than employees, sub-contractors, suppliers or agents on a “need-to-know” basis for the purposes of preparing or submitting an Offer or subsequent clarifications) this Invitation to Quote, or any of its

provisions, or any specification, plan, drawing, pattern, sample or information issued by the Authority in connection with this Invitation to Quote.

#### **14. OWNERSHIP OF QUOTATION DOCUMENTS**

- 14.1 All documents submitted by the Potential Supplier in response to this Invitation to Quote shall become the property of the Authority. However, intellectual property in the information contained in the Offer shall remain vested in the Potential Supplier. This Clause 14.1 is without prejudice to any provision to the contrary in any subsequent contract between the Potential Supplier and the Authority.

#### **15. ALTERATION, ERASURES OR ILLEGIBILITY**

- 15.1 An Offer bearing any amendment or erasure (other than amendments made by the Potential Supplier itself which are initialled by the Potential Supplier), or in which any information is not legibly stated, is liable to be rejected.

#### **16. AUTHORITY'S CLARIFICATIONS ON POTENTIAL SUPPLIER'S OFFER**

- 16.1 In the event that the Authority seeks clarification on any aspect of the Potential Supplier's Offer, the Potential Supplier must provide full and comprehensive responses within 24hrs of notification.

#### **17. EXPENSE OF POTENTIAL SUPPLIER**

- 17.1 In no case will any expense incurred by the Potential Supplier in the preparation or submission of its Offer or subsequent clarifications be borne by the Authority.

#### **18. GOODS AND SERVICES TAX (GST) AND QUEBEC SALES TAX (QST)**

- 18.1 The Potential Supplier must not include in the prices proposed in its Offer, GST and/or QST chargeable for the supply of goods or services required in this Invitation to Quote. All prices quoted must be exclusive of GST and/or QST.
- 18.2 If the Contractor is a taxable person under the Excise Tax Act and/or the Act Respecting the Quebec Sales Tax, the Authority will reimburse the Contractor for any GST and/or QST chargeable by the Contractor on the supply by the Contractor of goods and services provided pursuant to this Invitation to Quote.

## **19. GST/QST STATUS**

- 19.1 The Potential Supplier shall declare its GST and/or QST status in its Offer. The Potential Supplier shall clearly indicate whether it is, or will be, a taxable person under the Excise Tax Act and/or the Act Respecting the Québec Sales Tax. The Potential Supplier shall furnish its GST and/or QST registration number to the Authority, if available.
- 19.2 A Potential Supplier who declares itself to be a non-taxable person under the Excise Tax Act and/or the Act Respecting the Québec Sales Tax but which becomes a taxable person at any time thereafter shall forthwith inform the Authority of its change in GST and/or QST status.

## **20. GOVERNING LAW AND JURISDICTION**

- 20.1 All Offers submitted pursuant to this Invitation to Quote and all matters arising out of this Invitation to Quote shall be governed by the laws of the Republic of Singapore.
- 20.2 The courts of the judicial district of Montreal shall have sole jurisdiction to interpret the terms and adjudicate any dispute arising from all disputes and claims arising out of or relating to this Invitation to Quote.

## **21. OWNERSHIP STATUS OF POTENTIAL SUPPLIER**

- 21.1 The Potential Supplier must provide in its Offer full information on the name and address of any person, company or corporation which controls the Potential Supplier.

## **22. SHORTLISTING POTENTIAL SUPPLIERS**

- 22.1 The Authority shall have the right to shortlist Potential Suppliers in accordance with the criteria set forth in this Invitation to Quote. Such Shortlisted Potential Suppliers will be required to conduct food tastings following the closing of the Quotation Period.
- 22.2 These food tastings shall form part of the final evaluation and, notwithstanding paras 11, 17, and 26, will be payable by the Authority as per the quoted price under *Optional Items* at Annex C below.

## 23. CONSORTIUM

23.1 In this Invitation to Quote, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

23.2 The following shall apply if an Offer is submitted by a Consortium:

- (a) each member of the Consortium must be a business organisation duly organised, existing and registered under the laws of its country of domicile;
- (b) the Consortium must not include any member who has been debarred from public sector tenders;
- (c) the Offer must be submitted by the lead member of the Consortium (“**Lead Member**”);
- (d) after the submission of the Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority. Changes made without the Authority’s written approval may render the Offer liable to be rejected;
- (e) the following documents must be submitted with the Offer:
  - (i) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium, the terms of which must include the terms set out in Clause 13 (Consortium) of the Conditions of Contract;
  - (ii) documentary proof that the Lead Member is authorised by all members of the Consortium to submit and sign the Offer, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof can be in the form of:
    - (A) relevant provision(s) in the certified copy of the consortium or partnership agreement; or
    - (B) certified copies of powers of attorney from each member of the Consortium;
- (f) information must be submitted with respect to:
  - (i) the legal relationship among the members of the Consortium;
  - (ii) the role and responsibility of each member of the Consortium; and



- (iii) the address of the Consortium to which the Authority may send any notice, request, clarification or correspondence;
- (g) if the Authority issues a Letter of Acceptance to a Consortium:
  - (i) the Letter of Acceptance may be handed to or posted to the address of the Lead Member of the Consortium given in the Offer;
  - (ii) the issuance by the Authority of a Letter of Acceptance shall create a binding contract on all the members of the Consortium;
  - (iii) each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract;
  - (iv) as and when requested by the Authority, all members of the Consortium must sign a formal agreement in the appropriate form with the Authority. Until the said formal agreement is prepared and executed, the Consortium's Offer together with the Authority's Letter of Acceptance, shall constitute a contract binding on all the members of the Consortium; and
  - (v) in the event that any member of the Consortium withdraws from the Consortium, or is wound up or dissolved, or is adjudicated as insolvent, or bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, the remaining member(s) of the Consortium must carry out and complete the Contract.

## **24. CORRIGENDA TO INVITATION TO QUOTE**

- 24.1 The Authority shall have the right to amend any terms in, or to issue supplementary terms to this Invitation to Quote at any time prior to the Closing Date and Time.

## **25. DISCLAIMER AND LIMITATION OF LIABILITY**

- 25.1 This Invitation to Quote may not contain all the information which Potential Suppliers may require. Potential Suppliers should therefore make their own inquiries and seek such clarifications they think necessary. The Authority shall not be liable to any Potential Supplier for any information in this Invitation to Quote which is incomplete or inaccurate.

- 25.2 The Authority shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with any failure by the Authority to comply with its legal obligations in conducting this Invitation to Quote, considering or evaluating any Offer or accepting any Offer. Any liability shall be limited to the costs of preparing and submitting the Offer reasonably incurred by the Potential Supplier.

## **26. DEMONSTRATION OF CLAIMED CAPABILITIES**

- 26.1 At the request of the Authority, the Potential Supplier must, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the capabilities described by the Potential Supplier in its Offer.
- 26.2 The Authority is entitled to require the Potential Supplier to make available all necessary information and equipment to enable the Potential Supplier to demonstrate the claims made in its Offer.

### **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 the Contract, 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 CAAS Website), 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.
  - (i) the Covering Letter;
  - (ii) the Instructions for Quotations;
  - (iii) the Contractor's Offer;
  - (iv) these Conditions of Contract;
  - (v) the Requirement Specifications;
  - (vi) the Letter of Acceptance;
  - (vii) any correspondence exchanged between the Authority and the Contractor which is agreed to by the Authority in writing as amplifying or modifying the Invitation to Quote or the Contractor's Offer; and
  - (viii) any formal agreement executed between the Parties,

including all schedules and annexes to such documents as relevant.
- (c) "**Contract Price**" means the aggregate Offer Price for Goods and Services required under the Contract.
- (d) "**Contractor**" means a successful Potential Supplier whose Offer has been accepted by the Authority.
- (e) "**Control**" means, with respect to a person (i) the right to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares of the controlled person or (ii) the possession, directly or indirectly, of the

power to direct or cause the direction of the management or policies of such person.

- (f) **“data”** means any representation of information or of concepts regardless of the medium of storage, and includes any personal data.
- (g) INTENTIONALLY LEFT BLANK
- (h) **“Goods”** means all goods proposed in the Contractor’s Offer as being capable of meeting the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to provide under the Contract, and such other goods as may be agreed in writing between the Parties to be provided by the Contractor.
- (i) **“GST”** means goods and services tax charged under the Excise Tax Act.
- (j) **“QST”** means the Québec Sales Tax charged under the Act Respecting the Québec Sales Tax.
- (k) **“Invitation to Quote”** means the invitation to quote for the provision of Goods and Services and comprises all the invitation to quote documents forwarded to the Potential Supplier, inclusive of the Covering Letter, Instructions for Quotations, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other document and form enclosed.
- (l) INTENTIONALLY LEFT BLANK
- (m) **“Letter of Acceptance”** means the letter issued by the Authority accepting the Contractor’s Offer.
- (n) **“Losses”** means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of a court, arbitral or expert award.
- (o) **“Offer”** means the offer submitted by the Potential Supplier to provide Goods and Services to the Authority in response to the Invitation to Quote, and other documents submitted by the Potential Supplier and accepted in writing by the Authority as modifying such offer submitted by the Potential Supplier.
- (p) **“Offer Price”** in respect of any of the Goods or Services, means the sum specified in the Price Schedule (as may be varied in accordance with the Contract) for the provision of such Goods or Services under the Contract.
- (q) **“Parties”** means the Authority and the Contractor, and **“Party”** means any one of them.
- (r) **“Payee”** in relation to a Receivable, means the person specified in the Contractor’s invoice to the Authority as the payee of such Receivable.
- (s) INTENTIONALLY LEFT BLANK

- (t) **“Personnel”** in relation to a person, means a director, officer, employee or agent of that person, or any individual engaged by that person under a contract for service.
- (u) **“Potential Supplier”** means a person or its permitted assignees and successors offering to provide the Goods and Services pursuant to the Invitation to Quote, and shall be deemed to include two or more persons if appropriate.
- (v) **“Price Schedule”** means the schedule of prices for Goods and Services proposed in the Contractor’s Offer and accepted in the Letter of Acceptance, as amended from time to time in accordance with the Contract.
- (w) **“Receivables”** means the amounts payable by the Authority to the Contractor under the Contract, subject to the Authority’s rights against the Contractor under the Contract, at law or in equity, including the Authority’s rights of deduction and set-off.
- (x) **“Requirement Specifications”** means the requirements set out in Annex A of the Invitation to Quote and any amendment or addition thereto as may be mutually agreed in writing between the Parties from time to time.
- (y) **“C\$”, “\$” or “CAD”** means the lawful currency of Canada.
- (z) **“Services”** means the services proposed in the Contractor’s Offer as being capable of meeting the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to provide under the Contract, and such other services as may be agreed in writing between the Parties to be provided by the Contractor.
- (aa) **“Subcontractor”** means any person, firm or company engaged by the Contractor to perform any part or parts of the Contractor’s obligations and includes the Subcontractor’s duly appointed representatives, successors and permitted assignees and the Subcontractor’s subcontractors.
- (bb) **“Working Day”** means a day which is not a Saturday, Sunday or a public holiday in Canada.

1.2 In the Contract, unless a contrary intention appears:

- (a) words in the singular include the plural and vice versa where the context requires;
- (b) the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;
- (c) references to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality);
- (d) a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;

- (e) any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation;
- (f) “month” means calendar month and “day” means calendar day; and
- (g) for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

## 2. SCOPE OF CONTRACT

- 2.1 The Contractor must carry out and complete the provision of all items of Goods and Services in accordance with the Contract.

## 3. REMOVAL AND REPLACEMENT

- 3.1 The Authority may reject any Goods that are found on delivery, or upon installation where installation is required, to be:

- (a) not in accordance with the Contract; or
- (b) defective or of unsatisfactory quality or not fit for the ordinary uses contemplated by the Authority,

(collectively, the “**Rejected Goods**”), and the Contractor must:

- (i) provide a replacement for the Rejected Goods immediately at the Contractor’s own expense; and
- (ii) collect the Rejected Goods at the Contractor’s own expense immediately upon notification.

- 3.2 The Authority may reject any Services that are not performed in accordance with the Contract or with reasonable care, skill and diligence, and if so required by the Authority, the Contractor must re-perform such rejected Services at the Contractor’s own expense.

- 3.3 Where any Goods or Services are rejected by the Authority pursuant to Clause 3.1 or Clause 3.2 or pursuant to any other provision of law, the Contractor shall be deemed to have completely failed to deliver such Goods and perform such Services.

- 3.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 3 or otherwise) shall be borne by the Contractor at all times and possession shall be deemed to have never passed to the Authority.

#### **4. PAYMENT**

- 4.1 The Contractor must invoice the Authority by email after receipt by the Authority of all the Goods and Services.
- 4.2 Subject to compliance with Clause 4.1, the Authority must pay the Contractor within **thirty (30)** days after the date of the invoice by wire transfer or such other mode of payment as the Authority and the Contractor may agree. The Contractor must provide the Authority with the relevant payment details for such mode of payment within **five (5)** days after the date of the Letter of Acceptance.
- 4.3 No payment shall be considered as evidence of the quality of the Goods or Services to which such payments relate or a waiver of any default on the part of the Contractor in the performance of its obligations, nor shall it relieve the Contractor from its other obligations under the Contract.
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- 4.5 The Authority shall not be required to pay for expenses or cost of whatever nature other than those expressly set out in the Contract or otherwise expressly agreed to in writing by the Authority.
- 4.6 The Contract Price is exclusive of any GST and QST chargeable on the provision of goods and services to the Authority by the Contractor under the Contract. If the Contractor is a taxable person under the Excise Tax Act and/or the Act Respecting the Québec Sales Tax, the Authority must reimburse the Contractor for any GST and/or QST chargeable by the Contractor on the provision by the Contractor of goods or services under the Contract.
- 4.7 Any invoice or other request for payment of monies due to the Contractor under the Contract must, if it is a taxable person for the purpose of the Excise Tax Act and/or the Act Respecting the Québec Sales Tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of any subsidiary legislation made under the Excise Tax Act and/or the Act Respecting the Québec Sales Tax.

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#### **5. DELAY IN DELIVERY AND PERFORMANCE**

- 5.1 If the Contractor fails to deliver any Goods or complete the performance of any Services by the date(s) specified in the Contract, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the Authority's right to terminate the Contract pursuant to Clause 9.1), to cancel all or any such Goods or Services from the Contract without compensation and obtain them from other sources

(the “**Replacement Goods and Services**”) and all increased costs thereby incurred shall be borne by the Contractor provided that the quantity of the Replacement Goods and Services so obtained shall not exceed the quantity stated in the Contract.

## **6. COMPLIANCE WITH LAW**

- 6.1 The Contractor must, at its own cost, obtain and maintain all licences, permits, certifications, approvals, registrations and authorisations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.
- 6.2 The Contractor must, in performing its obligations under the Contract, comply with all applicable laws and must keep the Authority indemnified against all penalties and liabilities of every kind for the breach of any such laws.

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

- 8.1 The Authority shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any Losses resulting from such termination or rescission if:
  - (a) any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
    - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or
    - (ii) showing favour or disfavour to any person in relation to any contract with the Authority; or
  - (b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

8.2 In this Clause 8:

“**Anti-Corruption Laws**” means:

- (a) Chapter 9 of the Penal Code 1871;
- (b) the Prevention of Corruption Act 1960; and
- (c) any other applicable law including any foreign law which:
  - (i) prohibits the conferring of any gift, payment or other benefit on any person or any Personnel or adviser of such person; or



- (ii) is broadly equivalent to the laws set out in paragraph (a) or (b) or which has as its objective the prevention of corruption.

**“Contractor Representative”** means any of the following:

- (a) the Contractor;
- (b) any person employed by the Contractor; or
- (c) any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

## 9. TERMINATION

9.1 If any of the following events occur, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice to the Contractor:

- (a) an Event of Default has occurred (not being a default covered by any other sub-clause of Clause 9.1) and:
  - (i) the Contractor fails to remedy the Event of Default within a reasonable time determined by the Authority after the date of the notice from the Authority to do so; or
  - (ii) the Event of Default is not capable of being remedied within a reasonable time;
- (b) the Contractor is in breach of any of its obligations under the Contract, and such breach results, or is likely to result, in damage to the reputation of the Authority or the Government of the Republic of Singapore;
- (c) the Contractor is in material breach of any of its obligations under the Contract; or
- (d) a breach by the Contractor of Clause 6 (Compliance with Law) or Clause 15 (Subcontract, Transfer and Assignment).

9.2 If any of the following events occur, the Authority shall, to the extent permitted by law, be entitled to terminate the Contract with immediate effect by written notice to the Contractor, and the Contractor shall have no claim for any damages or compensation:

- (a) the Contractor is unable to pay its debts as and when they fall due;
- (b) where the Contractor is a company or a limited liability partnership, a receiver, liquidator or provisional liquidator is appointed over any undertaking or property of the Contractor or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Contractor;

- (c) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
- (d) where the Contractor is an individual, the Contractor becomes bankrupt or dies;
- (e) legal proceedings alleging insolvency are brought against the Contractor;
- (f) any application is made for the winding-up, bankruptcy or dissolution of the Contractor; or
- (g) the Contractor enters into any composition or arrangement with creditors.

9.3 If the Contract is terminated, the following shall apply:

- (a) termination shall be without prejudice to any rights or obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (b) the Contractor must forthwith refund to the Authority all amounts paid to the Contractor under the Contract, less the price of the Goods and Services which have been accepted by the Authority as at the date of termination;
- (c) the Contractor must immediately deliver property belonging to or provided by the Authority pursuant to the Contract; and
- (d) in the event of a termination pursuant to Clause 9.1 or 9.2, the Authority shall have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred must be paid by the Contractor, and the Contractor must give reasonable assistance to the incoming contractors.

9.4 For the purposes of this Clause 9:

**“Event of Default”** means any breach (whether material or not) by the Contractor of any of its obligations under the Contract.

9.5 Nothing in this Clause 9 shall be deemed to prejudice any other rights or remedies available to the Authority against the Contractor for any breach of the Contractor’s obligations whether under the Contract or at law or in equity.

## 10. FORCE MAJEURE

10.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control (**“Force Majeure Event”**), except that whenever possible the affected Party shall resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For the purposes of the Contract, **“Force Majeure Event”** shall include acts of God, acts of civil or

military authority, civil disturbance, wars, strikes, fires, epidemics or pandemics, and other catastrophes.

- 10.2 If the effect of any Force Majeure Event continues for a period exceeding **three (3)** months, the Authority may at any time thereafter give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor in damages or compensation.
- 10.3 If a Force Majeure Event occurs, the Contractor or the Authority (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Contract as is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.
- 10.4 Failure of the Contractor's Subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the reasonable control of the Contractor.

## **11. CORRESPONDENCE**

- 11.1 Any notice ("**Notice**") shall be in writing and shall be deemed to have been duly given when it is delivered by hand or by prepaid registered post or electronic mail to the Party as follows:
  - (a) in the case of the Contractor, the address and electronic mail address set out in the Offer; and
  - (b) in the case of the Authority, the address and electronic mail address stated in the Covering Letter of the Invitation to Quote.
- 11.2 Either Party may change its address and electronic mail address referred to above by giving the other Party written notice of the change.
- 11.3 A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours after sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

## **12. LANGUAGE**

- 12.1 The Contractor must ensure that all data, documents, descriptions, diagrams, books, catalogues, instructions, markings for the Goods and correspondence are written in readily comprehensible English language.

### 13. CONSORTIUM

13.1 As used in the Contract, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

13.2 Where the Contractor is a Consortium, the following shall apply:

#### *Joint and Several Responsibility and Liability*

13.2.1 Each member of the Consortium shall be jointly and severally responsible and liable to the Authority for the due performance of the Contract.

#### *Addition of members to Consortium*

13.2.2 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

13.2.3 Should any additional member be added to the Consortium at any time with the approval of the Authority pursuant to Clause 13.2.2, such additional member shall be deemed to be included in the expression “the Contractor”.

#### *Withdrawal from Consortium*

13.2.4 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

- (a) the Contract shall continue and not be terminated, and
- (b) the remaining member(s) of the Consortium must carry out and complete the Contract.

### 14. INDEPENDENT CONTRACTOR

14.1 For the purposes of the Contract, the Contractor shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the Authority.

### 15. SUBCONTRACT, TRANSFER AND ASSIGNMENT

15.1 The Contractor must not, without the prior written consent of the Authority, subcontract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

15.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of its Subcontractors and their Personnel.

**16. REMEDIES**

- 16.1 The rights and remedies of a Party under the Contract are cumulative and are without prejudice and in addition to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Contract, or at law or in equity shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Contract, at law or in equity.

**17. VARIATION**

- 17.1 No variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of both Parties.

**18. WAIVER**

- 18.1 No failure or delay on the part of any Party in exercising any right under the Contract, or at law or in equity, shall operate as a release or waiver thereof.
- 18.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.
- 18.3 Any waiver granted under the Contract must be in writing and may be given subject to conditions. Such waiver under the Contract shall be effective only in the instance and for the purpose for which it is given.

**19. SET-OFF**

- 19.1 Whenever under the Contract any sum of money (including any damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with the Authority.

**20. ENTIRE AND WHOLE AGREEMENT**

- 20.1 The Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

**21. SEVERABILITY**

- 21.1 In the event any provision in the Contract is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Contract and the legality, validity

and enforceability of the remainder of the Contract shall not be affected.

## **22. RIGHTS OF THIRD PARTIES**

- 22.1 A person who is not a party to the Contract shall have no right to enforce any term of the Contract.

## **23. SURVIVING PROVISIONS**

- 23.1 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including Clauses 8 (Gifts, Inducements and Rewards), 9.3 and 9.5 (Termination), 11 (Correspondence), 16 (Remedies), 18 (Waiver), 19 (Set-off), 20 (Entire and Whole Agreement), 21 (Severability), 22 (Rights of Third Parties), 23 (Surviving Provisions), 24 (Governing Law), and 25 (Escalation of Disputes), shall survive the termination or expiry of the Contract.

## **24. GOVERNING LAW**

- 24.1 The Contract shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 24.2 The courts of the judicial district of Montreal shall have sole jurisdiction to interpret the terms and adjudicate any dispute arising from all disputes and claims arising out of or relating to the Contract.

## **25. ESCALATION OF DISPUTES**

- 25.1 In the event of any dispute arising out of or relating to the Contract or its subject matter or formation (a “**Dispute**”), no Party shall proceed to litigation unless the Parties have referred the Dispute to a senior officer of each Party (each, an “**Officer**”) who shall negotiate in good faith with a view to resolution of such Dispute.
- 25.2 If such Dispute is not resolved by agreement between the Officers within 30 days after the date of referral of the Dispute to the Officers, any Party may proceed to litigation.

## **26. INTENTIONALLY LEFT BLANK**

**27. CONTRACTOR'S PERSONNEL**

- 27.1 The Contractor must provide all necessary personnel who are competent and have the adequate skills and required professional certifications (where applicable) for the performance of the Contract.
- 27.2 Upon request by the Authority, the Contractor must provide all information relating to the Service Personnel as the Authority may reasonably require, including evidence of the competency and professional certifications of the Service Personnel, and information for security clearance.

**ANNEX A****REQUIREMENT SPECIFICATIONS FOR  
THE PROVISION OF CATERING SERVICES IN MONTREAL, CANADA****1. Background**

- 1.1. The Permanent Mission of Singapore to ICAO, a division of the Civil Aviation Authority of Singapore (“CAAS”), intends to host a standing lunch reception (“the Reception”) at the International Civil Aviation Organization (“ICAO”) Headquarters building located at 999 Robert-Bourassa Boulevard, Montréal, Quebec, Canada H3C 5H7, on **Friday, 4 July 2025, from 1300hrs to 1530hrs (Montreal time)**.
- 1.2. The Reception will be attended by approximately 200 international guests and high level personnel.

**2. Details**

- 2.1. The Reception will be held at the Delegates’ Lounge of the ICAO Headquarters building. Potential Suppliers will need to abide by the ICAO Conference Centre Rules and Regulations, which are available upon request.
- 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 lunch Reception, with a Summer theme
c) Date of Event:	Friday, 4 July 2025
d) Event Venue	ICAO Headquarters 999 Robert-Bourassa Boulevard, Montréal, Quebec, Canada H3C 5H7 Delegates’ Lounge (Level 3)



e) Estimated Schedule of Events:	0800hrs onwards – Delivery of rentals as necessary 0800hrs onwards – Preparation and Setup 1245hrs – All setup and food to be ready 1300hrs – Arrival of Guests, offer of welcome drinks, opening of bar, butler-passed: wine (red and white), soft drinks and canapes 1320hrs – Speech and sculpture unveiling – interruption of service 1335hrs – Opening of food stations 1530hrs – End of Reception and start of tear-down
f) Total Expected Attendance:	Approximately 200 guests
g) Contact Person:	Ms Valeria Gutierrez
h) Contact Number:	+1-514-954-6118 / +1-514-585-9516
i) Contact E-mail:	singapore@icao-delegations.org

- 2.3. The number of persons specified in this ITQ, including in paragraph 2.2 and **Annex C**, are estimates only. CAAS reserves the right to specify, after the Contract has been awarded, the actual number 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. Offer

- 3.1. CAAS wishes to source for a reputable catering provider that 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 (type of meat and other ingredients, methods of preparation, presentation etc.);</li> <li>• A mix of international and Singaporean/South-East Asian cuisine</li> <li>• Presented in a classy and elegant manner suitable for a standing lunch reception, i.e. bite-sized, easy to hold and eat and, if possible, taking the Summer theme into consideration.</li> </ul> <p>Food items should comprise the following:</p> <ul style="list-style-type: none"> <li>• 8 assorted canapés, including 2 vegetarian items, to be butler-passed upon arrival of guests</li> <li>• Food Stations comprising: <ul style="list-style-type: none"> <li>○ 2 meat dishes (beef and chicken)</li> <li>○ 1 fish dish</li> <li>○ 1 vegetarian dish</li> <li>○ 1 oyster bar with oysters on the half shell</li> <li>○ 1 build-your-own salad bar (to include tofu as vegetarian protein)</li> <li>○ 3 assorted desserts, including fresh fruits</li> </ul> </li> </ul> <p>No pork/lard to be used.</p> <p><i>NOTE: Proposed menu is subject to change by CAAS where necessary and this shall be at no additional cost to CAAS.</i></p>
(b) Beverages	<p>Non-alcoholic beverages</p> <ul style="list-style-type: none"> <li>• Provision of non-alcoholic beverages including Virgin Singapore Sling, assorted soft drinks, bottled water, juices (can consider a juice bar including sugar-cane juice if possible and flavoured water), coffee and assorted teas (eg. Green, mint, black, etc).</li> </ul> <p>Alcoholic beverages</p> <ul style="list-style-type: none"> <li>• Provision of Singapore Sling, to be served as the welcome drink, as well as to be mixed and served during the Reception. Ingredients other than alcohol to be provided by Contractor.</li> <li>• All alcoholic beverages i.e. beer, red &amp; white wine and cocktail ingredients will be provided by CAAS.</li> </ul>

Item	Description
	•
(c) Service Staff	Provision of ample professional service staff capable of delivering high service standards (e.g. servers, bussers, 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, plates and glasses.
(d) Equipment, Crockery and Cutlery	Provision of all necessary equipment, tables, tablecloths, glasses (for cocktails, mocktails, wines, beers, soft drinks, coffee, etc.), utensils, crockery etc. for the preparation and serving of all food and beverage on-site.  Proposed venue has a preparation area with refrigerator. Contractor shall provide other necessary tools and equipment such as food warmers.
(e) Preparation & Setting Up	Setting up and decoration of cocktail tables and food stations Decor:  Cocktail tables: Orchids and white tablecloths  Food stations: white tablecloths and tropical plants such as monstera leaves  <u>Singapore Sling (with and without alcohol)</u>  To be set up at the front of the Delegates' Lounge so the guests can grab and go upon arrival

- 3.2. Short-listed Suppliers must be prepared to provide food tasting of its proposed menu to CAAS for 4 pax as part of the evaluation.
- 3.3. Potential Suppliers shall work based on a total estimated budget not to exceed C\$30,000 (or C\$150 per head for 200 pax based on (a) to (e) of Para 3.1, excluding taxes, and excluding Food Tasting (shortlisted Caterers). This is an indicative budget and may be subject to change.
- 3.4. Potential Suppliers wishing to seek clarification on this ITQ must email their questions to [singapore@icao-delegations.org](mailto:singapore@icao-delegations.org) **before 26 May 2025, 1300hrs (Montreal Time)**, failing which CAAS may disregard any such request.

3.5. Offers submitted to CAAS are to include the following:

- a) Full company name and contact information
- b) Contract Price Breakdown in accordance with format set out in **Annex C**;
- c) Detailed cost breakdown;
- d) Detailed food & beverages menu comprising, but not limited to, the requirements laid out in paragraph 3.1.(a) & (b);
- e) No. of service staff to be provided (preferably with breakdown of servers, bussers, bartenders, cooks, etc.);
- f) Description and/or photos of proposed décor;
- g) Company's experience and track record in providing catering services of similar nature and scale in the last 3 years;
- h) Statement of **Compliance to the Quotation Conditions of Contract**;
- i) Statement on **GST and QST status**; and
- j) Any other information that is relevant to this ITQ.

3.6. Interested Potential Suppliers must submit their Offer via the CAAS Website: [Overseas Quotation / Tender Opportunities](#) Ref. CAA000ITQ25000002 **before 28May, 1300hrs (Montreal Time)**. There will be no extension of this deadline and any Offer received after this date and time will not be considered by CAAS.

3.7. The quote shall remain valid for acceptance by CAAS for a period of **30 calendar days** from the closing date stated in paragraph 3.6 above and during such extension of the period as may afterwards separately be agreed to in writing by the Potential Supplier concerned at the request of CAAS.

3.8. If CAAS seeks further information or clarification regarding any aspects of the Offer, the Potential Supplier must provide a full and comprehensive response within 24 hours of CAAS' request.

3.9. CAAS shall be under no obligation to accept the lowest priced Offer or any Offer received or enter into correspondence with any Potential Suppliers regarding the reasons for non-acceptance of its Offer, and for not appointing a Contractor after evaluating the Offer received, as the case may be.

3.10. CAAS shall evaluate the Offers received based on the Evaluation Criteria set out in **Annex B**.

### **OTHER INFORMATION**

Potential Suppliers that are aware of any related parties, through directorship/shareholdings/ family etc., taking part in this ITQ shall declare their relationship in their Offer.

**ANNEX B****EVALUATION CRITERIA****Critical Criteria:**

*The evaluation criteria specified below are critical evaluation criteria. Offers that do not meet any of these criteria shall be rejected and excluded from further evaluation:*

- Catering Service Suppliers must be on ICAO's list of authorized suppliers or work together with one of the authorized caterers. (Contact information provided upon request)
- **Confirmation of Compliance to the Quotation Conditions of Contract**

**Other Evaluation Criteria:**

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

- Submission should meet all the requirements specified in paragraph 3.1; and include all documents and information specified in paragraph 3.5 of **Annex A**

<b>Criteria</b>	<b>Weightage</b>
(a) Competitive Pricing	40%
(b) Proposed menu (i.e. quality of food items, perceived value of dishes, variety of food, creativity, etc.)	30%
(c) Proposed catering resources (i.e. adequacy of number of service staff, including bussers and bartenders) and decoration	10%
(d) Prior company experience and track record in providing catering services of similar nature and scale in the past 3 years. <i>Note: The evaluation will take into consideration any past unsatisfactory performance track record with CAAS.</i>	5%
<b>Sub-total score</b>	<b>85%</b>
(e) Tasting of proposed menu i.e. quality of food, taste of food, presentation etc. including Singapore Slings	15%
<b>Sub-total score</b>	<b>15%</b>
<b>Maximum score</b>	<b>100%</b>

**ANNEX C**

**SECTION C: CONTRACT PRICE**

**QUOTE FOR PROVISION OF CATERING SERVICES IN MONTREAL,  
CANADA**

**CAA000ITQ25000002**

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

NOTE: All rates quoted shall be in CAD and **exclude applicable taxes**

Item Description	Percentage	Unit Price	Estimated Quantity	Total Price
Provision of catering services as specified in paragraph 3.1. of <b><u>Annex A</u></b>		\$ _____	200 pax	\$ _____
Other fees / charges (if any): _____ _____		\$ _____	As applicable	\$ _____
<b>Maximum Amount Payable for the Reception (Contract Price):</b> <b>(Please submit this price in the CAAS Website)</b>				\$ _____

**Optional Items**

Item Description	Percentage	Unit Price	Estimated Quantity	Total Price
<b>Food tasting</b> <b>(short-listed caterers)</b>		\$ _____	<b>4 pax</b>	\$ _____

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