



17 April 2026

Tel: +1-514-954-6118

To all Suppliers,

## **INVITATION TO QUOTE FOR THE PROVISION OF IT EQUIPMENT AND SERVICES**

- 1 The Permanent Mission of Singapore to ICAO, a division of the Civil Aviation Authority of Singapore (“CAAS”), hereby invites quotations for the above Provision of IT Equipment and Services.
- 2 This is an open quotation. Proposals must be submitted via the CAAS Website: [Overseas Quotation / Tender Opportunities](#) Ref. ICA000ITQ26000001 **before Tuesday, 28 April 2026, 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 proposals 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 Friday, 24 April 2026, 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.

### 3. SUBMISSION OF OFFER

- 3.1 Potential Suppliers shall submit their Offers to the Authority via the CAAS Website: [Overseas Quotation / Tender Opportunities](#) Ref. ICA000ITQ26000001 **before Tuesday, 28 April 2026, 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 is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Quote is liable to be rejected.
- 5.2 The Potential Supplier's Offer may include alternative offer(s).
- 5.3 The Potential Supplier's Offer may include qualifications or variations to any provision of this Invitation to Quote or may be an offer which does not fully comply with 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 5 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.

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**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. INTENTIONALLY LEFT BLANK****14. CONFIDENTIALITY**

- 14.1 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.
- 14.2 Where the Authority requires any information or document to be returned or destroyed, the Potential Supplier must provide written confirmation of such return or destruction to the Authority no later than **3 Working Days** after the Authority’s notification, and where required by the Authority, provide satisfactory proof of such destruction.

**15. OWNERSHIP OF QUOTATION DOCUMENTS**

- 15.1 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 15.1 is without prejudice to any provision to the contrary in any subsequent contract between the Potential Supplier and the Authority.

**16. ALTERATION, ERASURES OR ILLEGIBILITY**

- 16.1 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.

**17. AUTHORITY’S CLARIFICATIONS ON POTENTIAL SUPPLIER’S OFFER**

- 17.1 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 3 days of notification.

**18. EXPENSE OF POTENTIAL SUPPLIER**

- 18.1 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.

## **19. GOODS AND SERVICES TAX**

- 19.1 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.
- 19.2 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.

## **20. GST / QST STATUS**

- 20.1 The Potential Supplier shall declare its GST/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/QST registration number(s) to the Authority, if available.
- 20.2 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/QST status.

## **21. GOVERNING LAW AND JURISDICTION**

- 21.1 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.
- 21.2 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.
- 21.3 Subject to any applicable written law, Clause 26 (Dispute Resolution) of the Conditions of Contract shall apply *mutatis mutandis* (with the necessary changes) to all disputes and claims arising out of or relating to this Invitation to Quote.

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

- 22.1 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.

## **23. SHORTLISTING POTENTIAL SUPPLIERS**

- 23.1 The Authority shall have the right to shortlist Potential Suppliers in accordance with the criteria set forth in this Invitation to Quote, and give those so shortlisted the opportunity to submit new or amended Offers on the basis of the Authority's revised requirements, in accordance with a common deadline.

- 23.2 Offers received based on the firm and updated requirements shall form the basis of the final evaluation. The Offers received in the final round must be complete and comprehensive and shall over-ride all Offers previously submitted. The final Offer must not make references to previous Offers. All Offers received in the previous rounds shall be treated as lapsed. Such final Offers must be submitted as instructed by the Authority.

## 24. CONSORTIUM

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

- 24.2 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 issued via electronic mail or 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.

## **25. CORRIGENDA TO INVITATION TO QUOTE**

- 25.1 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.

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

- 26.1 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.
- 26.2 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.

**A1. DEMONSTRATION OF CLAIMED CAPABILITIES**

- A1.1 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.
- A1.2 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 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. the Covering Letter;
  - (i) the Instructions for Quotations;
  - (ii) the Contractor's Offer;
  - (iii) these Conditions of Contract;
  - (iv) the Requirement Specifications;
  - (v) the Letter of Acceptance;
  - (vi) 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
  - (vii) 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) INTENTIONALLY LEFT BLANK
- (e) "**Contractor**" means a successful Potential Supplier whose Offer has been accepted by the Authority.
- (f) "**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.

- (g) “**Data**” means any representation of information or of concepts regardless of the medium of storage, and includes any personal data.
- (h) INTENTIONALLY LEFT BLANK
- (i) INTENTIONALLY LEFT BLANK
- (j) “**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.
- (k) “**GST**” means goods and services tax charged under the Excise Tax Act.
- (l) INTENTIONALLY LEFT BLANK
- (m) INTENTIONALLY LEFT BLANK
- (n) “**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.
- (o) INTENTIONALLY LEFT BLANK
- (p) “**Letter of Acceptance**” means the letter issued by the Authority accepting the Contractor’s Offer.
- (q) “**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.
- (r) INTENTIONALLY LEFT BLANK
- (s) “**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.
- (t) “**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.
- (u) “**Parties**” means the Authority and the Contractor, and “**Party**” means any one of them.
- (v) “**Payee**” in relation to a Receivable, means the person specified in the Contractor’s invoice to the Authority as the payee of such Receivable.

- (w) “**Personal data**” shall have the same meaning as its definition in the Personal Data Protection Act 2012.
- (x) “**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.
- (y) “**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.
- (z) “**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.
- (aa) “**QST**” means the Québec Sales Tax charged under the Act Respecting the Québec Sales Tax.
- (bb) INTENTIONALLY LEFT BLANK
- (cc) “**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.
- (dd) “**Requirement Specifications**” means the requirements set out in Part 2 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.
- (ee) INTENTIONALLY LEFT BLANK
- (ff) “**C\$**”, “**\$**” or “**CAD**” means the lawful currency of Canada.
- (gg) “**Service Personnel**” means all Personnel (including Personnel of the Subcontractors) provided by or to be provided by the Contractor to perform the Contract.
- (hh) “**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.
- (ii) “**Statutory Board**” means a body corporate established by or under written law to perform or discharge any public function under the supervisory charge of a ministry or organ of state.
- (jj) “**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.

- (kk) INTENTIONALLY LEFT BLANK
- (ll) “**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. Unless otherwise stated in the Contract, all Goods must be new and unused.

## 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 within 7 days after the date of notification by the Authority and failing which, the Authority shall have the right:

- (A) to claim from the Contractor storage charges and other expenses incurred in relation to the Rejected Goods until collection by the Contractor or disposal in accordance with sub-clause (B) below, whichever is earlier; and
- (B) if the Rejected Goods are not collected after **one (1)** month after the date of notification by the Authority, to dispose of the Rejected Goods in any way the Authority deems fit and claim all expenses incurred thereby from the Contractor,

and the Authority shall be entitled to claim from the Contractor all costs and damages incurred by the Authority as a result of the Rejected Goods.

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 4.4after receipt by the Authority of all the Goods and Services.

4.2 4.1The Authority must pay the Contractor within **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 **30** 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/or 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 and/or 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 and/or 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 and/or Act Respecting the Québec Sales Tax.
- 4.8 INTENTIONALLY LEFT BLANK

## **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.

## **7. INTENTIONALLY LEFT BLANK**

## 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 **14** days after the date of the written 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 all deliverables prepared by the Contractor for 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 **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 under the Contracts (Rights of Third Parties) Act 2001 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) 26, 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**

**A1. INTENTIONALLY LEFT BLANK****B1. COMMENCEMENT AND DURATION OF CONTRACT**

B1.1 The Contract shall commence on the date of commencement stated in the Letter of Acceptance or any other formal agreement executed between the Parties, and shall remain in force for a period of 3 years.

**B2. OPTION TO PURCHASE**

B2.1 The Contractor grants the Authority in respect of each item specified as an option item in the Requirement Specifications or the Price Schedule (each, an “**Option Item**”), an option to purchase such Option Item (each, an “**Option to Purchase**”).

B2.2 Each Option to Purchase shall be exercisable by written notice given by the Authority to the Contractor before the deadline for the exercise of the Options to Purchase as specified in the Requirement Specifications or the Price Schedule.

B2.3 If the Authority exercises an Option to Purchase, references to “**Goods**” or “**Services**” in the Contract shall include the Option Item in respect of which such Option to Purchase was exercised.

B2.4 Each Option to Purchase may be exercised one or more times as required by the Authority, provided always that the aggregate number of Option Items purchased pursuant to this Clause B2 shall not exceed the quantity specified in the Requirement Specifications or Price Schedule.

**B3. WARRANTY**

B3.1 In the Contract, “**Warranty Period**” in respect of Goods or Services, means the period of 36 months commencing on the date of receipt of such Goods or Services by the Authority in accordance with the provisions of the Contract, unless otherwise agreed in writing by the Parties.

B3.2 Where during the Warranty Period, any Goods are found to:

- (a) be defective in design, materials or workmanship;
- (b) be not in accordance with the Contract; or
- (c) having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, have failed to function properly or have failed to meet any Requirement Specification or specification published by the Contractor as applicable to the Goods,

(the “**Defective Goods**”),

then unless the Contractor can show that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor must, at its own

expense, replace, rectify or completely repair the Defective Goods within 7 days. The Warranty Period shall be extended by a period equivalent to the period commencing on the date of the Authority's notification of such Defective Goods to the date of receipt of the repaired/replaced Goods by the Authority.

- B3.3 If any Service performed is found during the Warranty Period to be deficient or to be not in accordance with the Contract, the Contractor must at the written notification of the Authority, complete the re-performance of the same, at the expense of the Contractor within 2 working days after the date of the Authority's notification. The Warranty Period for the re-performed Service shall be extended, from the date of original expiry of the Warranty Period, by a period equivalent to the period commencing on the date of the said notification to the date of completion of the re-performed Service.
- B3.4 The Authority's rights and remedies under this Clause B3 are independent of and without prejudice to any other rights and remedies of the Authority.

#### **B4. CONTRACTOR'S PERSONNEL**

- B4.1 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.
- B4.2 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.
- B4.3 The Service Personnel shall at all times be subject to the Authority's written approval, and the Authority may at any time object to any previously approved Service Personnel. Where the Contractor has proposed such Service Personnel in its Offer, the Authority's acceptance of the Contractor's Offer shall not constitute its approval of such Service Personnel, and the Contractor must separately seek the Authority's approval of such Service Personnel.
- B4.4 The Contractor must ensure that no Service Personnel commences work on the Contract unless the Authority has given its prior written approval of such Service Personnel pursuant to Clause B4.3.
- B4.5 The Authority shall not be required to provide any reason for objecting to any Service Personnel. If the Authority objects by notice in writing to any Service Personnel, the Contractor must remove such Service Personnel immediately and furnish a suitable and adequate replacement at no additional expense to the Authority within 2 working days.
- B4.6 All new or replacement Service Personnel shall also be subject to the approval of the Authority. The Contractor must not reduce or vary its Service Personnel if this may adversely affect the performance of the Contract, including the progress or quality of the Services.

**B5. CONFIDENTIALITY AND SECURITY**

- B5.1 Except with the prior written consent of the Authority, the Contractor must:
- (a) treat as strictly confidential and not disclose any Confidential Information to any person, save that Confidential Information may be disclosed to Personnel of the Contractor or its Subcontractors to the extent such disclosure is reasonably necessary for the performance of the Contractor's obligations under the Contract; and
  - (b) only use the Confidential Information for the sole purpose of performing the Contractor's obligations under the Contract and must not use it for any other purpose.
- B5.2 The Contractor must take all reasonable precautions in dealing with Confidential Information to prevent any unauthorised person from having such access to such Confidential Information. The Contractor must procure that all its Personnel and those of its Subcontractors to whom Confidential Information is to be made available observe the obligations contained in this Clause B5 and must, at the request of the Authority, procure that each of its Personnel and those of its Subcontractors sign an undertaking to safeguard official information in the form set out in Annex I, if they have not already done so.
- B5.3 The Contractor must not publish or release, and must not allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Authority.
- B5.4 For the purposes of this Clause B5, "**Confidential Information**" means any information received or obtained as a result of entering into the Contract (or any agreement entered into pursuant to the Contract), including:
- (a) information which relates to the Authority;
  - (b) information which relates to the existence or the provisions of the Contract or of any agreement entered into pursuant to the Contract; or
  - (c) any analysis, compilation, note, study, memoranda or other document derived from, containing or reflecting such information,
- but does not include information that is:
- (d) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Contractor, any Subcontractor, or any of their respective Personnel;
  - (e) lawfully in the possession of the Contractor or already known to the Contractor on a non-confidential basis prior to the Contractor receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or
  - (f) independently developed by the Contractor.

B5.5 The Contractor shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Contractor pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided the Contractor must, to the extent practicably possible and permissible by law or regulations, give the Authority prompt and prior notice of any such requirement and must cooperate with the Authority to limit the scope of such disclosure to the maximum extent legally possible.

B5.6 No later than 7 days after the termination or expiry of the Contract:

(a) the Contractor must:

- (i) return all Confidential Information received from the Authority for the purpose of the Contract or produced in the course of performing its obligations under the Contract without keeping any copy thereof; and
- (ii) secure, erase and destroy all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever,

provided that the Contractor may retain any Confidential Information as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body (“**Applicable Provisions**”), without prejudice to its confidentiality obligations in relation to such Confidential Information contained in this Clause B5; and

- (b) the Contractor must upon completion of the obligations under Clause B5.6(a), provide a written confirmation to the Authority that it has complied with Clause B5.6(a). Such written confirmation must (i) include a description of all Confidential Information it is required to retain under the Applicable Provisions, and (ii) cite the specific Applicable Provisions it is relying on to retain such Confidential Information.

B5.7 The Contractor must immediately notify the Authority where the Contractor becomes aware of any breach of this Clause B5 by its Personnel, any Subcontractor or any of the Subcontractor’s Personnel and cooperate at its own costs with the Authority to limit the extent and impact of such breach.

B5.8 This Clause B5 shall survive the termination or expiry of the Contract.

## **B6. DATA PROTECTION AND SECURITY**

### **B6.1 Data Protection**

B6.1.1 The Contractor must not, and must ensure that all of its Personnel, and its Subcontractors and their Personnel do not, access, monitor, use or process data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.

- B6.1.2 The Contractor must not, and must ensure that all of its Personnel, and its Subcontractors and their Personnel do not, disclose any data obtained or held in connection with the Contract without the prior written consent of the Authority. Any request for the Authority's consent under this Clause B6 must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Contractor's obligations under the Contract.
- B6.1.3 The Contractor must not cause or permit personal data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside the Permanent Mission of Singapore to ICAO, or allow parties outside the Permanent Mission Singapore to ICAO to have access to such personal data, unless (in each case) with the prior written consent of the Authority and subject to such conditions as the Authority may impose. Any request for the Authority's consent under this Clause B6 must include an explanation of why the proposed transfer is necessary for the purposes of fulfilling the Contractor's obligations under the Contract. If consent is granted for the transfer of personal data outside the Permanent Mission of Singapore to ICAO, the Contractor must provide a written undertaking that the personal data which is transferred outside the Permanent Mission of Singapore to ICAO will be protected to a comparable standard as it is protected under Singapore's Personal Data Protection Act 2012.
- B6.1.4 The Contractor must immediately notify the Authority when it becomes aware of, or has reason to suspect the occurrence of, a breach of Clauses B6.1.1 to B6.1.3 by itself or any Subcontractor.
- B6.1.5 The Contractor must immediately notify the Authority as soon as it becomes aware, or has reason to suspect, that a disclosure of data may be required by law and cooperate and comply at its own cost with the Authority's reasonable requests and directions.
- B6.1.6 The Contractor must ensure that all personal data obtained or held in connection with the Contract and any copy thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of the Contract is ***securely destroyed or returned to the Authority as appropriate*** within 7 days after the expiry or termination of the Contract. Any personal data that is retained by the Contractor after such personal data is no longer necessary for the purposes of its performance of the Contract, or without the written authorisation of the Authority, is a breach of the Contract. No later than 7 days after the termination or expiry of the Contract, the Contractor must provide a written confirmation to the Authority that it is no longer in possession of any personal data obtained or held in connection with the Contract or copies thereof, regardless of the medium of storage.
- B6.1.7 The Contractor must, and must ensure that its Personnel and its Subcontractors and their Personnel shall, in performing its obligations under the Contract comply with all applicable personal data laws (including the Personal Data Protection Act 2012). The Contractor must keep the Authority indemnified against all penalties and liabilities of every kind for the breach of all such laws and obligations.

## B6.2 Security

- B6.2.1 The Contractor must take all reasonable measures to ensure that data held in connection with the Contract is protected against loss or damage (whether

accidental or otherwise), and against unauthorised access, use, modification, disclosure or other misuse and that only authorised Personnel have access to the data.

B6.2.2 The Contractor must, in respect of any data held by it in connection with the Contract, comply with any reasonable requests, directions or guidelines of the Authority relating to the handling of data.

B6.2.3 The Contractor must immediately notify the Authority when it becomes aware of, or has reason to suspect the occurrence of, any breach of Clause B6.2.1 or B6.2.2 by itself or any Subcontractor.

### B6.3 **Survival**

B6.3.1 This Clause B6 shall survive the termination or expiry of the Contract.

## B7. **AUTHORITY DATA**

B7.1 Without prejudice and in addition to the obligations in Clause B6, the Contractor must ensure that, unless otherwise directed by the Authority, within 7 days after the termination or expiry of the Contract:

- (a) all Authority Data in the possession of or under the control of the Contractor or any Subcontractor is returned to the Authority; and
- (b) all softcopies of Authority Data that exist in hard disks, removable storage media and other storage media or facility whatsoever are secure erased and destroyed,

provided that the Contractor may retain any Authority Data as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body (“**Applicable Provisions**”). Where the Contractor retains any Authority Data pursuant to this proviso, the Contractor must keep all such Authority Data confidential, and all the obligations in Clause B5 (Confidentiality and Security) shall apply to such retained Authority Data as if such Authority Data were Confidential Information.

B7.2 Upon completion of the obligation under Clause B7.1, the Contractor must provide a written confirmation to the Authority that it has complied with Clause B7.1. Such written confirmation shall (a) include a description of all Authority Data it is required to retain under the Applicable Provisions, and (b) cite the specific Applicable Provisions it is relying on to retain such Authority Data.

B7.3 For the purposes of this Clause B7, “**Authority Data**” means data in any form, whether hardcopy or softcopy, that:

- (a) belongs to the Authority;
- (b) is generated by the Authority;
- (c) is received from the Authority for the purposes of the Contract;

- (d) is supplied or is required to be supplied to the Authority under the Contract; or
- (e) is generated in the course of the Contract.

B7.4 This Clause B7 shall survive the termination or expiry of the Contract.

## **B8. LOSSES**

B8.1 The Contractor must indemnify and keep indemnified the Authority against any and all Losses sustained, incurred, paid by or suffered by the Authority arising out of or in connection with any act or omission on the part of the Contractor, any Subcontractor or any of their respective Personnel (the “**Contractor Parties**”) unless the Contractor can show that:

- (a) it is not due to the Contractor’s breach of the Contract; and
- (b) it is not due to the negligent, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of any of the Contractor Parties.

B8.2 This Clause B8 shall survive the termination or expiry of the Contract.

## **B9. INTENTIONALLY LEFT BLANK**

## **B10. INTENTIONALLY LEFT BLANK**

## **B11. OBSOLETE PRODUCT**

B11.1 The Contractor must promptly notify the Authority in writing at least 3 months prior to any of the Goods becoming obsolete (each, an “**Obsolete Product**”), and shall propose an equivalent or improved model to the Authority (the “**Equivalent Product**”) at the same or lower price than that payable for the Obsolete Product for the Authority’s approval.

B11.2 If the Authority grants its approval in writing that the proposed Equivalent Product shall replace the Obsolete Product, the Obsolete Product shall be deemed to be replaced by such approved Equivalent Product in the Contract, at the approved prices with effect from the date of such written approval. For the avoidance of doubt, if the Authority does not grant its approval in writing, the Contractor is obliged to continue providing such Obsolete Product until the Authority grants its approval for an equivalent or improved model to replace such Obsolete Product.

## **B12. INTENTIONALLY LEFT BLANK**

**B13. TERMINATION FOR CONVENIENCE**

B13.1 The Authority shall have the right to terminate the Contract for convenience by giving at least **one (1)** month's written notice to the Contractor without having to assign any reason. Upon receipt of such written notice, the Contractor must cease or reduce its work according to the tenor of the notice, and must forthwith take reasonable steps to mitigate its losses consequent thereto. The Authority shall pay to the Contractor the compensation as determined in accordance with Clauses B13.2 to B13.5 below ("**Termination Compensation**"). The Termination Compensation shall be in full and final settlement of all liabilities of the Authority arising out of any termination of the Contract by the Authority pursuant to this Clause B13.1.

B13.2 Within 7 days after receiving a written notice pursuant to Clause B13.1, the Contractor may, subject to Clauses B13.3 to B13.5, submit a claim, duly substantiated, to the Authority for compensation.

B13.3 The Contractor must set out its claim in a report on an itemised basis and the report must contain such information that the Authority may reasonably require. The compensation:

- (a) must not exceed the total of the following two components:
  - (i) the reasonable direct costs which the Contractor has reasonably incurred in respect of the terminated portions of the Contract; and
  - (ii) any other reasonable costs reasonably incurred by the Contractor in respect of the terminated portions of the Contract; and
- (b) must, in any event, not be greater than a sum which, in addition to any sum paid or due or becoming due to the Contractor under the Contract, would together exceed the price provided under the Contract for the terminated portion of the Contract.

B13.4 If the Parties fail to reach an agreement on the compensation sum set out in the Contractor's report, the report must be submitted to an independent public accountant or valuer for verification of compliance with Clause B13.3, with any doubt as to whether the costs were reasonably incurred or were reasonable in amount to be resolved in favour of the Authority. The appointment of such independent public accountant or valuer shall be subject to the Authority's approval, and the cost of such appointment shall be borne by the Authority.

B13.5 The Authority shall pay to the Contractor:

- (a) the compensation sum in the Contractor's report, if such sum is mutually agreed upon between the Parties, within 60 days after such agreement; or
- (b) the compensation sum in the report as verified or varied by the independent public accountant or valuer, if such compensation sum is submitted to an independent public accountant or valuer, within 60 days after the date of the Authority's receipt of the report from the independent public accountant or valuer.

**ANNEXES**

ANNEX I

**UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION**

**QUOTATION REFERENCE NO.:** ICA000ITQ26000001

To: Civil Aviation Authority of Singapore (CAAS) c/o Permanent Mission of Singapore to ICAO (the “**Authority**”)

My attention has been drawn to the Official Secrets Act 1935 and in particular to section 5 thereof which relates to the safeguarding of official information.

2 I understand and agree that all official information acquired by me in the course of my work and consultancy with any government ministry, department, organ of state, statutory board or government-owned company is strictly confidential in nature, and undertake not to publish or communicate such information to any unauthorised person in any form at any time, without the official sanction of the Director General.

3 I undertake to return any document received from the Authority, and any other copies made or reproduced from such document or part thereof whenever required by the Authority.

4 I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act 1935 or civil proceedings.

.....  
(Signature)

.....  
(Full name in BLOCKS)

.....  
(Designation)

.....  
(Name of Company)

.....  
(Date)

ANNEX II

**STATEMENT OF COMPLIANCE TO THE QUOTATION CONDITIONS OF CONTRACT AND STATEMENT ON GST AND QST TAX STATUS**

**QUOTATION REFERENCE NO.: ICA000ITQ26000001**

To: Civil Aviation Authority of Singapore (“CAAS”) c/o Permanent Mission of Singapore to ICAO (the “Authority”)

I certify and declare that we comply with the Quotation Conditions of Contract AND I declare that we are a taxable person under the Excise Tax Act and the Act Respecting the Québec Sales Tax Act or registered with Revenu Québec\*.

For and on behalf of [Full name of Company]

.....  
Signature of duly authorised representative

.....  
Full name in Block Letters

.....  
Designation

.....  
Company Stamp

.....  
Date

GST Registration No: \_\_\_\_\_

QST Registration No: \_\_\_\_\_

\*To delete or qualify where applicable

**ANNEX A****REQUIREMENT SPECIFICATIONS FOR PROVISION OF IT EQUIPMENT AND SERVICES TO MISSION OFFICE IN MONTREAL, CANADA****1. Details**

1.1. The Permanent Mission of Singapore, a division of The Civil Aviation Authority of Singapore (“CAAS”) hereby invites quotations for the provision of new IT equipment and related Services for the office of the Permanent Mission of Singapore to ICAO (Mission Office) in Montreal, Canada, to be delivered and installed within 30 days of the Authority’s acceptance of the Contractor’s quote.

1.2. The address of installation is as follows:

Permanent Mission of Singapore to ICAO  
999 Robert-Bourassa Boulevard, Suite 10.25  
Montreal, Quebec, H3C 5J9

**2. Requirements and Specifications**

2.1. **The current IT set-up is as follows:**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>
<b>Equipment</b>		
<b>Laptops (stand-alone)</b>	<b>ThinkPad X1 Carbon Gen 8</b> 1TB storage 16GB RAM Intel® Core™ i7	<b>1</b>
	<b>ThinkBook 14-III</b> 238GB storage 16GB RAM Intel® Core™ i5	<b>4</b>
<b>Network Printer:</b> Canon IR-ADV C5850i		
<b>Current internet provider:</b> Videotron		

The Contractor is required to supply, deliver and install equipment and perform services which meet (are at least equivalent to) the following specifications:

Item	Description	Quantity
I	<p><b>Thin and ultra-lightweight Business Laptop – Technical Specifications</b></p> <p><b>A. Design and Portability</b></p> <ul style="list-style-type: none"> <li>• The laptop shall be a thin and ultra-lightweight clamshell business laptop.</li> <li>• Weight shall not exceed 1.1 kg.</li> </ul> <p><b>B. Display</b></p> <ul style="list-style-type: none"> <li>• Display size shall be 14 inches.</li> <li>• Panel type shall be IPS or equivalent.</li> <li>• Resolution shall be minimum 1920 × 1080 (Full HD).</li> <li>• Brightness shall be at least 400 nits.</li> <li>• Display shall be anti-glare.</li> </ul> <p><b>C. Processor, Memory and Storage</b></p> <ul style="list-style-type: none"> <li>• Processor shall be Intel® Core™ ultra 7 or equivalent.</li> <li>• Memory shall be 32 GB RAM.</li> <li>• Storage shall be minimum 1 TB SSD</li> </ul> <p><b>D. Battery and Power</b></p> <ul style="list-style-type: none"> <li>• Battery life shall support minimum 8 hours of normal business usage.</li> <li>• The laptop shall support fast charging</li> </ul> <p><b>E. Connectivity and Ports</b></p> <ul style="list-style-type: none"> <li>• Intel® Wi-Fi 7 (802.11be) or equivalent</li> <li>• Bluetooth shall be version 5.4 or later.</li> <li>• The laptop shall provide the following minimum ports: <ul style="list-style-type: none"> <li>➤ USB-C ×2</li> <li>➤ USB-A ×2</li> <li>➤ HDMI 2.1 ×1</li> </ul> </li> </ul> <p><b>F. Audio, Video and Collaboration Features</b></p> <ul style="list-style-type: none"> <li>• Integrated webcam shall be minimum 1080p.</li> <li>• Webcam shall include a physical privacy shutter.</li> </ul> <p><b>G. Operating System</b></p> <ul style="list-style-type: none"> <li>• The laptop shall be supplied with Windows 11 Professional 64-bit (OEM).</li> </ul> <p><b>H. Input and Security Features</b></p> <ul style="list-style-type: none"> <li>• Backlit, full-size keyboard</li> <li>• Fingerprint reader (optional)</li> <li>• Touchscreen (optional)</li> </ul> <p><b>I. Accessories</b></p> <ul style="list-style-type: none"> <li>• Power adaptor</li> </ul>	Six (6) Units

<b>Services</b>		
2	<p><b>Setting up of the new equipment and data migration (on-site)</b></p> <p>The Contractor shall provide setup and configuration services for the new laptops, including:</p> <ul style="list-style-type: none"> <li>- Installation and configuration of Microsoft Windows 11 Professional (64-bit), with recommended enterprise security and system settings, including but not limited to: <ul style="list-style-type: none"> <li>o Install Windows 11 Professional with recommended enterprise security settings</li> <li>o Applying the latest Windows Updates and security patches</li> <li>o Configure Windows Update for automatic security updates</li> <li>o Enable BitLocker encryption for full disk protection</li> <li>o Ensure Windows Defender (built-in antivirus) is properly configured and active</li> </ul> </li> <li>- Installation and configuration of required software, including Microsoft®M365Apps for enterprise (with OneDrive, licence provided by CAAS), printer, Teams etc.</li> <li>- Migration of existing user files, data and required applications from existing laptops to the new laptops (estimated quantity: approximately five (5) laptops), (200+GB) ensuring data integrity and usability.</li> </ul>	1 Lot
3	<p><b>Disposal of old equipment</b></p> <ul style="list-style-type: none"> <li>- Secure erasure the data on the old laptops using industry standard: US Department of Defence's Standards (DoD 5220.22-M)</li> <li>- Removal of laptop's storage media (e.g. SSD/HDD)</li> <li>- Removed storage media to be handed over to Authority</li> <li>- Disposal of the laptops (approx. 5 laptops) and peripherals</li> </ul>	1 Lot
<b>Optional Items</b>		
1	Option to purchase similar laptop within 3 years	1 unit
2	Option to purchase Adobe Acrobat Pro <i>[For 3 years]</i> <i>(Together or individually)</i>	5 licenses

2.2 Suppliers wishing to seek clarification on this ITQ must email their questions to [singapore@icao-delegations.org](mailto:singapore@icao-delegations.org) **before Friday, 24 April 2026, 1300hrs** (Montreal time), failing which CAAS may disregard any such request.

### 3. Information Required in the Offer

3.1 Offers submitted to CAAS are to include the following:

- a) Full company name and contact information;
- b) Contract Price Breakdown in accordance with the format set out in **Annex C**;
- c) detailed specifications of the proposed equipment and software (with photos - preferred);
- d) detailed description of the services;
- e) supplier's prior experience and track record in providing equipment and services of similar nature and scale;
- f) Undertaking to Safeguard Official Information;
- g) Statement of Compliance with the Quotation Conditions of Contract;
- h) Statement on GST and QST status; and
- i) any other information that is relevant to this ITQ.

3.2 Interested Potential Suppliers must submit their Offer via the CAAS Website: [Overseas Quotation / Tender Opportunities](#) Ref. ICA000ITQ26000001 **before Tuesday, 28 April 2026, 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.

3.3 The quote shall remain valid for acceptance by CAAS for a period of **30 calendar days** from the closing date stated in paragraph 3.2 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.

3.4 If CAAS seeks further information or clarification regarding any aspects of the Offer, the Potential Supplier must provide a full and comprehensive response within three (3) working days of CAAS' request.

3.5 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.

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

### **OTHER INFORMATION**

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

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

The evaluation criterion specified below is a critical evaluation criterion. Proposals that do not meet this criterion shall be rejected and excluded from further evaluation:

- (a) supplier shall not be debarred by the Canadian Government on or after the closing date of tender.

**Other Evaluation Criteria:**

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

<b>Criteria</b>	<b>Weightage</b>
(a) Competitive pricing	30%
(b) Quality and suitability of Goods proposed as per the requirements specified in paragraph 2.1 (Item1) of the ITQ	50%
(c) Scope of Service as per the requirements specified in paragraph 2.1 (Items 2-4) of the ITQ	15%
(d) Prior experience and track record in providing services of similar nature and scale	5%
<b>Maximum score</b>	<b>100%</b>

**SECTION C: CONTRACT PRICE**

For potential supplier to enclose the price breakdown of the contract price

**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

S/N	Item	Description	Quantity	Unit Price	Total Price	Contact personnel	Remarks
1	Thin and ultra-lightweight business Laptops		6 Units				
	<u>Services</u>						
2	Setting up of the new equipment:  -Migration of existing files and programmes from existing laptops to new laptops (approx. 5 laptops), -Installation and configuration of software on the laptops, including Microsoft®M365Apps for enterprise (with One Drive, licence provided by CAAS)		1 Lot				
3	Disposal of old equipment:		1 Lot				

	<ul style="list-style-type: none"> <li>- Secure erasure of data on old laptops</li> <li>- Removal of laptop's storage media (e.g. SSD/HDD)</li> <li>- Removed storage media to hand over to authority</li> <li>- Disposal of the laptops (approx. 5 laptops) and peripherals</li> </ul>						
<b>Amount Payable for the IT Equipment and Services (Contract Price):</b> (Please submit this price in the CAAS Website)							\$ _____
<b>Optional Items</b>							
1.	Same or similar laptop within three (3) years	\$ _____	1 Unit	\$ _____			
2.	Adobe Acrobat Pro <i>[For 3 years]</i> (Together or individually)	\$ _____	5 licenses	\$ _____			
<b>Amount Payable for the Optional Items:</b> (Please submit this price in the CAAS Website)							\$ _____
<b>Total Price (Contract Price and Optional Items):</b> (Please submit this price in the CAAS Website)							\$ _____