



## **INVITATION TO TENDER**

### **SUPPLY AND DELIVERY OF FURNITURE IN MONTREAL, CANADA**

**TENDER REF NO :**      CAA000/ICAO/2019/T03

**CLOSING DATE & TIME :** 17 January 2020 at 1200 hours (noon), Montreal Time

## SUPPLY AND DELIVERY OF FURNITURE IN MONTREAL, CANADA

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**Part 1**  
**Cover Letter**



CAA000/ICAO/2019/T03

24 December 2019

Tel: +1 514-954-6118

To all Tenderers

**INVITATION TO TENDER FOR THE SUPPLY AND DELIVERY OF FURNITURE IN MONTREAL, CANADA**

- 1 The Civil Aviation Authority of Singapore hereby invites tenders for the above to supply, deliver and install new furniture for the office of the Permanent Mission of Singapore to ICAO in Montreal, Canada.
- 2 This is an open tender. Interested suppliers may participate in the Invitation to Tender. However, the Tender Proposal shall only be considered for evaluation if the Tenderer satisfies the evaluation criteria set out in the Invitation to Tender.
- 3 The documents included in this Invitation to Tender comprise all tender documents listed in the Form of Tender and includes this Cover Letter and all documents and forms enclosed.
- 4 Tenderers must submit their Tender Proposal using the copy of the Invitation to Tender.
- 5 Tenderers shall submit their Tender Proposals in accordance with the following mode(s) of submission:

<b>Information or document(s) in Tender Offer</b>	<b>Mode of Submission</b>	<b>Closing Date and Time (Montreal Time)</b>
i. Contract Price ii. Unit Price iii. Form of Tender iv. Information on Tenderer v. Schedule of Tender vi. Documents/Information as set out in Part 5 paragraph 8 of the Invitation to Tender	Through the <a href="https://www.caas.gov.sg/e-services-forms/e-services/overseas-quotation-tender-opportunities">CAAS Website</a> ( <a href="https://www.caas.gov.sg/e-services-forms/e-services/overseas-quotation-tender-opportunities">https://www.caas.gov.sg/e-services-forms/e-services/overseas-quotation-tender-opportunities</a> )  <i>Please follow the instructions given on the CAAS website.</i>	<b>17 January 2020 at 1200 hours (noon), Montreal Time</b>
i. Product brochures and material samples	To the Permanent Mission of Singapore to ICAO located at 999 Robert-Bourassa Boulevard, Suite 10.25, Montreal, Quebec, H3C 5J9	

- 6 Tender Proposals must be submitted through CAAS Website. CAAS reserves the right to reject Tender Proposals not submitted in accordance with the mode of submission specified in the Invitation to Tender.
- 7 All enquires relating to this Invitation to Tender should be made in writing and directed to the Permanent Mission of Singapore to ICAO at [Singapore@icao.int](mailto:Singapore@icao.int) at least five (5) calendar days before the closing date of tender, failing which CAAS may disregard any such requests.

Sincerely,



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Valeria Gutierrez  
for DIRECTOR-GENERAL CIVIL AVIATION

**Part 2**  
**Form of Tender**

## FORM OF TENDER

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To:  
**DIRECTOR-GENERAL  
CIVIL AVIATION AUTHORITY OF  
SINGAPORE  
SINGAPORE CHANGI AIRPORT  
P O BOX 1  
SINGAPORE 918141**

From:  
Name(s) of Tenderer(s)<sup>1</sup>:

Address :

**TENDER REF NO: CAA000/ICAO/2019/T03**

### **SUPPLY AND DELIVERY OF FURNITURE IN MONTREAL, CANADA**

1 We offer and undertake on your acceptance of this Tender Offer to supply goods and services as specified in the Requirements Specifications in accordance with the Instructions to Tenderer in your Invitation to Tender and the terms and conditions as agreed upon between you and us.

2 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in your Invitation to Tender. We may include in our Tender Offer alternative offer(s) which comply with your Invitation to Tender.

3 Where required by you, we shall execute a formal agreement in the appropriate form incorporating the terms and conditions as agreed upon between you and us. Until the said formal agreement is executed, this Tender Offer together with your written acceptance, shall constitute a binding agreement between us.

4 OUR OFFER IS VALID FOR 90 CALENDAR DAYS from the date of closing, as specified in the Invitation to Tender, and for any such extension of the period as may be agreed in writing by the Tenderer at the request of the Authority.

5 Our prices for the goods and services to be supplied by us are stated in the price schedule attached to our Tender Offer.

6 We further undertake to give you any further information which you may require.

7 We warrant, represent and declare that we have the power to enter into, perform and deliver, and have taken all necessary action to authorise our entry into, performance and delivery of, the binding agreement upon your written acceptance of our Tender Offer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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<sup>1</sup> If the Tender Offer is submitted by a consortium, each member of the consortium shall be named. The Lead Member of the consortium shall submit the Tender Offer on behalf of the consortium members. For example, the Name(s) of Tenderer(s) field should read "[Name of Lead Member], acting in its own name and in the name and for and on behalf of [Name(s) of other Consortium Member(s)]". Documentary proof must be provided that the Lead Member is authorised by all members of the consortium to submit, sign the Tender Offer, receive instructions, give any information, accept any contract and act for and on behalf of all the members of the consortium.

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Tenderer's Company or Business  
Registration No<sup>2</sup>:

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Authorised Signature

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Tenderer's official stamp

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Name of Tenderer

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Designation of Tenderer

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<sup>2</sup> The Lead Member's registration number, official stamp and authorised signature must be provided.

**Part 3**  
**INSTRUCTIONS TO TENDERERS**

## INSTRUCTIONS TO TENDERERS

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### 1. DEFINITIONS

- 1.1 All terms referred to in this Invitation to Tender shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.

### 2. EVALUATION CRITERIA

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### 3. ELIGIBILITY

- 3.1 All persons or entities who are debarred from participating in public sector tenders are not eligible to participate in this Invitation to Tender. Where a Tenderer is debarred after the submission of its Tender Offer, the Tenderer shall not be considered for the award of this Invitation to Tender. If a Tender Offer is submitted without explicitly mentioning that the Tenderer is currently debarred, the Authority shall treat the submission of the Tender Offer as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Invitation to Tender and, if such a declaration is discovered to be false, the Authority will be entitled to, at any time, rescind any contracts entered into pursuant to such a Tender Offer without the Authority being liable therefor in damages or compensation.

### 4. SUBMISSION OF TENDER OFFER

- 4.1 Tenderers shall submit their Tender Offers in accordance with the following mode of submission:

Information or document(s) in Tender Offer	Mode of Submission	Closing Date and Time (Montreal Time)
i. Contract Price ii. Unit Price iii. Form of Tender iv. Information on Tenderer v. Schedule of Tender vi. Documents/Information as set out in Part 5 paragraph 4 of the Invitation to Tender	Through the <a href="https://www.caas.gov.sg/e-services-forms/e-services/overseas-quotation-tender-opportunities">CAAS Website</a> ( <a href="https://www.caas.gov.sg/e-services-forms/e-services/overseas-quotation-tender-opportunities">https://www.caas.gov.sg/e-services-forms/e-services/overseas-quotation-tender-opportunities</a> )  <i>Please follow the instructions given on the CAAS website.</i>	<b>17 January 2020 at 1200 hours (noon), Montreal Time</b>
i. Product brochures and material samples	To the Permanent Mission of Singapore to ICAO located at 999 Robert-Bourassa Boulevard, Suite 10.25, Montreal, Quebec, H3C 5J9	

- 4.2 The Authority reserves the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in these Instructions to Tenderers.
- 4.3 The Tender Offer must include:
- (a) the Form of Tender fully completed; and
  - (b) an address where any notice, request, waiver, consent or approval required to be sent to the Tenderer in connection therewith can be directed to.

## 5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 Tender Offers will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender. Any Tender Offer which attempts to vary or fails to comply with any provision of this Invitation to Tender is liable to be rejected.
- 5.2 The Tenderer's Tender Offer may include alternative offer(s) which comply with this Invitation to Tender (including the Requirement Specifications).

## 6. TENDERING PERIOD

- 6.1 This Invitation to Tender shall be closed on the Closing Date and Time. "Closing Date and Time" means the date and time specified in Clause 4.1. **Tender Offers received after the Closing Date and Time shall be disqualified.**

## 7. VALIDITY PERIOD

- 7.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period. "Validity Period" means a period of **90 days from the Closing Date and Time**, or such longer period as may separately be agreed in writing between the Tenderer and the Authority.

## 8. WITHDRAWAL OF TENDER OFFER

- 8.1 No Tender Offer may be withdrawn after the Closing Date and Time. Any Tenderer who attempts to do so may, in addition to any remedy which the Authority may have against it, be liable to be debarred from future public sector tenders.

## 9. REQUIREMENT SPECIFICATIONS

- 9.1 The Goods and Services offered under a Tender Offer shall comply with the Requirement Specifications of this Invitation to Tender.

## 10. ACCEPTANCE OF TENDER OFFER

- 10.1 The Authority shall be under no obligation to accept the lowest priced or any Tender Offer.
- 10.2 The Authority may accept the whole or any part(s) of the Tender Offer as it may decide, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender

Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer.

10.3 The issuance by the Authority of a Letter of Acceptance accepting the Tenderer's Tender Offer or part of the Tender Offer shall create a binding contract (to the extent accepted by the Authority) between the Authority and such Tenderer. The Conditions of Contract shall apply to such contract.

10.4 The Letter of Acceptance will be issued to the successful Tenderer's address as given in its Tender Offer by hand or by post.

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

10.5 Notwithstanding the issuance of the Letter of Acceptance, the Authority may at its discretion require the Tenderer to sign a formal agreement in respect of the Contract and the Tenderer shall do so without unnecessary delay. In the event that the Tender Offer is submitted by a duly authorised agent, the formal agreement is to be executed by his principal.

10.6 The Authority shall have the right to accept the Tender Offers of one or more Tenderers.

## **11. COPIES OF TENDER OFFER**

[INTENTIONALLY LEFT BLANK]

## **12. GEBIZ**

[INTENTIONALLY LEFT BLANK]

## **13. SAMPLES**

13.1 Where this Invitation to Tender specifies that samples (e.g. of Goods or packages) shall be submitted as evidence of the type and quality of items offered in the Tender Offer, such samples shall be delivered at the site and by the time stipulated in this Invitation to Tender and should be marked clearly with the tender number, item number and the name of the Tenderer. Where samples are required, failure to provide the required samples at the stipulated time may render the Tender Offer liable to be rejected.

13.2 The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the Authority shall not be obliged to return any samples to the Tenderer. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Tenderer and where the samples are to be subject to destructive testing, such samples will not be returned to the Tenderer.

13.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Authority shall be borne by the Tenderer.

#### **14. SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS**

- 14.1 Any specifications, patterns, samples or drawings specified in this Invitation to Tender will be available for viewing by the Tenderer at the address and time specified in this Invitation to Tender.

#### **15. DEMONSTRATION OF CLAIMED CAPABILITIES**

- 15.1 At the request of the Authority, the Tenderer shall, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the Tenderer's capabilities as described in its Tender Offer.

- 15.2 The Authority is entitled to require the Tenderer to make available all necessary information and equipment to enable the Tenderer to demonstrate the claims in its Tender Offer.

#### **16. LANGUAGE**

- 16.1 The Tender Offer and all supporting data and all documentation to be supplied by the Tenderer shall be written in readily comprehensible English language.

#### **17. EXPORT APPROVAL**

- 17.1 The Tenderer shall indicate clearly whether there is any requirement for the Authority to furnish end-user certificates or statements. The Tenderer shall also indicate clearly in its Tender Offer if there is a need for the Authority to enter into separate agreement(s) with the Tenderer to satisfy export requirements of the Tenderer's or any foreign government.

#### **18. CONFIDENTIALITY**

- 18.1 Except with the consent in writing of the Authority the Tenderer shall not disclose to any person (other than employees and agents on a "need- to-know" basis for the purposes of preparing or submitting a Tender Offer or subsequently clarifications) this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Authority.

- 18.2 The Authority may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the Authority in connection with this Invitation to Tender.

#### **19. OWNERSHIP OF TENDER DOCUMENTS**

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

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

- 20.1 Except for amendments to the entries made by the Tenderer itself which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to be rejected.

## **21. AUTHORITY'S CLARIFICATIONS OF THE TENDERER'S TENDER OFFER**

- 21.1 In the event that the Authority seeks clarification on any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within three (3) days of notification.

## **22. TENDER OFFER**

- 22.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender 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 duties, customs and excise, licences, transport and insurance expenses, regardless of whether such matters or things were specifically set out in this Invitation to Tender.
- 22.2 The Tenderer shall ensure that its Tender Offer is complete, and that the information in its Tender Offer is clearly visible without further action required by the Authority. In particular, the Tenderer shall 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 Tender Offer that is not clearly visible without further action required by the Authority may be excluded from the Tender Offer and may not be considered in the evaluation of such Tender Offer.
- 22.3 The Tenderer 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 Tender Price.
- 22.4 The Tender Price shall be deemed to have included the delivery of all items and performance of all works and services to meet the requirements as specified in the Requirement Specifications irrespective of whether such items, works and/or services have been specifically listed or priced in the Tender Offer.
- 22.5 The Tenderer 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 Tender and seek clarification about the same from the Authority at least seven (7) days before the Closing Date and Time.
- 22.6 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 Tender.

## **23. EXPENSE OF TENDERER**

- 23.1 In no case will any expense incurred by the Tenderer in the preparation or submission of its Tender Offer or subsequent clarifications be borne by the Authority.

## **24. GOODS AND SERVICES TAX**

- 24.1 The Tenderer shall not include in the rates and prices proposed in its Tender Offer, GST/QST chargeable for the supply of goods or services required in this Invitation to Tender. All rates and prices quoted shall be exclusive of GST/QST.
- 24.2 If the Contractor is a taxable person under the Excise Tax Act and the Act Respecting the Québec Sales Tax Act, the Authority shall reimburse the Contractor for the GST/QST charged on the supply by the Contractor of goods and services provided pursuant to this Invitation to Tender.

## **25. GST/QST REGISTRATION**

- 25.1 The Tenderer shall declare its GST/QST status in its Tender Offer. The Tenderer shall clearly indicate whether it is, or will be, a taxable person under the Excise Tax Act and Act Respecting the Québec Sales Tax. The Tenderer shall furnish its GST/QST registration number to the Authority, if available.
- 25.2 A Tenderer who declares itself to be a non-taxable person under the Excise Tax Act and 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. The Tenderer shall be entitled to reimbursement from the Authority of any GST/QST charged on the supply of goods or services made by it after its change in GST/QST status.

## **26. GOVERNING LAW**

- 26.1 All Tender Offers submitted pursuant to this Invitation to Tender and any resultant contracts shall be governed by the laws of the Republic of Singapore.

## **27. OWNERSHIP STATUS OF TENDERER**

- 27.1 The Tenderer shall provide in its Tender Offer full information on:
- (a) the name and address of any person, company or corporation which Controls the Tenderer; and
  - (b) the number, percentage and class of shares held by such person, company or corporation.

## **28. SHORTLISTING TENDERERS**

- 28.1 The Authority reserves the right to shortlist Tenderers in accordance with the criteria set forth in this Invitation to Tender, and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of the Authority's revised requirements, in accordance with a common deadline.
- 28.2 Tender Offers received based on the firm and updated requirements shall form the basis of the final tender evaluation. The Tender Offers received in the final round shall be complete and comprehensive, and shall over-ride all Tender Offers previously submitted. The final Tender Offer shall not make references to previous Tender Offers. All Tender Offers

received in the previous rounds shall be treated as lapsed. Such final Tender Offers shall be submitted as instructed by the Authority.

## **29. CONSORTIUM**

29.1 In this Invitation to Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

29.2 The following shall apply if a Tender Offer is submitted by a Consortium:

- (a) each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile;
- (b) no Consortium shall include a member who has been debarred from public sector tenders;
- (c) after the submission of the Tender 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 Tender Offer liable to be rejected;
- (d) the following documents must be submitted with the Tender Offer:
  - (i) *a certified copy of the consortium or partnership agreement, signed by all members of the Consortium, the terms of which shall include the terms set out in Clause 22 of the Conditions of Contract;*
  - (ii) *the Tender Offer is to be submitted by a member of the Consortium ("Lead Member"). Documentary proof must be provided that the Lead Member is authorised by all members of the Consortium to submit and sign the Tender 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;
- (e) 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;*
- (f) if the Authority issues a Letter of Acceptance to a Consortium:
  - (i) *the Letter of Acceptance will be handed to or posted to the address of the Lead Member of the Consortium given in the Tender 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 shall be required to sign a formal agreement in the appropriate form with the Authority. Until the said formal agreement is prepared and executed, the Consortium's Tender 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 adjudicated a 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 shall be obliged to carry out and complete the Contract.*

### **30. CORRIGENDA TO INVITATION TO TENDER**

- 30.1 The Authority reserves the right to amend any terms in, or to issue supplementary terms to this Invitation to Tender at any time prior to the Closing Date and Time.

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

- 31.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Authority shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.
- 31.2 The Authority shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with the Authority's failure to comply with its legal obligations in conducting this Invitation to Tender, considering or evaluating any Tender Offer or accepting any Tender Offer. Any liability shall be limited to the costs of preparing and submitting the Tender Offer reasonably incurred by the Tenderer.

**Part 4**  
**CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT (GOODS AND SERVICES)

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### 1. DEFINITIONS

1.1 In these Conditions of 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”** means the resulting contract between the Authority and the Contractor for the provision of the Goods and Services as a result of the Authority’s acceptance of the Contractor’s Tender Offer which terms and conditions are contained in the following:
  - (i) the Covering Letter;
  - (ii) the Instructions to Tenderers;
  - (iii) the Contractor's Tender 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 Tender or the Contractor’s Tender 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 Tender Price for Goods and Services required under the Contract.
- (d) **“Contractor”** means a successful Tenderer whose Tender 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) **“Government Furnished Equipment”** or **“GFE”** means the items which the Authority provides or is required to provide pursuant to the Contract.

- (g) “**Goods**” means all goods proposed in the Contractor’s Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to supply under the Contract, including technical documentation, parts or units thereof.
- (h) “**GST**” means goods and services tax charged under the Excise Tax Act.
- (i) “**QST**” means Quebec Sales Tax charged under the Act Respecting the Québec Sales Tax.
- (j) “**IP**” means patents, copyright, trade marks, service marks, trade names, domain names, logos, get-ups, inventions, registered and unregistered design rights, database rights, industrial design, integrated circuit topography and all other intellectual property rights.
- (k) “**Invitation to Tender**” means the invitation to participate in the tender for the supply of Goods and Services and comprises all the tender documents forwarded to the Tenderer, inclusive of the Covering Letter, Form of Tender, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Guidelines for Tender, Evaluation Criteria and any other documents and forms enclosed.
- (l) “**Letter of Acceptance**” means the letter issued by the Authority accepting the Contractor’s Tender Offer.
- (m) “**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 court, arbitral or expert award.
- (n) “**Parties**” means the Authority and the Contractor, and “**Party**” means any one of them.
- (o) “**Price Schedule**” means the schedule of prices for Goods and Services proposed in the Contractor’s Tender Offer and accepted in the Letter of Acceptance.
- (p) “**Requirement Specifications**” means the specifications set out in [Part 5] of the Invitation to Tender and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time.
- (q) “**CAD**” means the lawful currency of Canada.
- (r) “**Services**” means the services proposed in the Contractor’s Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to provide under the Contract.
- (s) “**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 subcontractor.

- (t) **“Tender Offer”** means the offer submitted by the Tenderer to provide Goods and Services to the Authority in response to the Invitation to Tender, and other documents submitted by the Tenderer and accepted in writing by the Authority as modifying such offer submitted by the Tenderer.
  - (u) **“Tender 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.
  - (v) **“Tenderer”** means a person or its permitted assigns and successors offering to provide the Goods and Services pursuant to the Invitation to Tender, and shall be deemed to include two or more persons if appropriate.
  - (w) **“Working Day”** means a day which is not a Saturday, Sunday or a public holiday in Montreal.
- 1.2 Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.3 The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.
- 1.4 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).
- 1.5 Unless a contrary intention appears, a reference in the Contract to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”.
- 1.6 Unless otherwise provided, 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.
- 1.7 In the Contract, “month” means calendar month and “day” means calendar day.
- 1.8 For the purposes of computing time, unless the contrary intention appears, 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. CLAUSE REFERENCES**

- 2.1 All references to clauses in these Conditions of Contract or any other document, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract or the document in which the reference appears respectively.

### 3. SCOPE OF CONTRACT

- 3.1 The Contractor shall carry out and complete the supply of all items of Goods and Services in accordance with the Contract. All Goods shall be new and unused.

### 4. DELIVERY AND PERFORMANCE

- 4.1 The Contractor shall, unless otherwise specified by the Authority prior to delivery or performance, deliver the Goods and perform the Services at the time(s) and place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefor from the Authority. The issue of such receipt shall in no way relieve the Contractor from its obligations under Clause 5 to replace defective or damaged Goods and re-perform deficient Services.

### 5. REMOVAL AND REPLACEMENT

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

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

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

- (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 seven (7) days from 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 from 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.

- 5.2 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 shall re-perform such rejected Services at the Contractor's own expense.
- 5.3 Where any Goods or Services are rejected by the Authority pursuant to Clause 5.1 or Clause 5.2 or pursuant to any other provision of law, the Contractor shall be deemed to have completely failed to:
- (a) deliver such Goods or perform such services relating to the delivery or installation of such Rejected Goods; and
  - (b) perform such Services,
- as the case may be.
- 5.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 5 or otherwise) shall be borne by the Contractor at all times and possession shall be deemed to have never passed to the Authority.

## 6. ACCEPTANCE

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## 7. WARRANTY

- 7.1 In the Contract, "**Warranty Period**" in respect of Goods or Services, means the period of one (1) year 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.
- 7.2 Where during the Warranty Period, any Goods are found to:
- (a) be defective in design, materials or workmanship; or
  - (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, fail to function properly or fail to meet any Requirement Specifications or specifications 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 shall, at its own expense (including transportation costs), at the option and written notification of the Authority, replace, rectify or completely repair the Defective Goods and deliver the replaced/repaired Goods to the

Authority within one (1) month from the date of receipt by the Contractor of the Defective Goods. The Warranty Period 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 receipt of the repaired/replaced Goods by the Authority. In the event that the remaining Warranty Period (after such extension) as at the date of such receipt is less than six (6) months, the Warranty Period shall be extended such that the date of expiry of the Warranty Period falls six (6) months after the date of such receipt.

- 7.3 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the Authority, complete the re-performance of the same, at the expense of the Contractor within one (1) month from 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. In the event that the Warranty Period (after such extension) remaining at the date of such completion is less than one month, the Warranty Period shall be extended such that the date of expiry of the Warranty Period falls six (6) months after the date of such completion of the re-performed Service.
- 7.4 The Authority's rights and remedies under this Clause 7 are independent of and without prejudice to any other rights and remedies of the Authority.

## **8. TITLE AND RISK**

- 8.1 The risk of loss or damage to the Goods or any documentation delivered pursuant to the Contract shall pass upon receipt of the Goods or documentation by the Authority. Title to the Goods shall pass from the Contractor to the Authority upon receipt.
- 8.2 Risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the modified, repaired, replaced or rectified Goods are received by the Authority.

## **9. CONTRACTOR'S PERSONNEL**

- 9.1 The Contractor shall provide all necessary personnel with adequate skills and required professional certification (where applicable) for the performance of the Contract. Upon request by the Authority, the Contractor shall provide evidence of certification and competency of the personnel assigned.
- 9.2 If required by the Authority, the Contractor shall provide to the Authority the names and particulars (in such form as may be required by the Authority) of the personnel provided by the Contractor to perform the Contract.
- 9.3 The personnel provided by the Contractor to perform the Contract shall be subject to the Authority's approval. Where the Contractor has proposed such personnel in its Tender Offer, the Authority's acceptance of the Contractor's Tender Offer shall not constitute its approval of such personnel.

- 9.4 The Authority shall not be obliged to provide any reasons for objecting to any of the Contractor's personnel. If the Authority objects by notice in writing to any personnel provided by the Contractor to perform the Contract, the Contractor shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to the Authority within seven (7) days.
- 9.5 The Contractor undertakes not to change its personnel approved under this Clause 9 without the Authority's consent, whose consent shall not be unreasonably withheld. All new or replacement personnel shall also be subject to the approval of the Authority. The Contractor shall not reduce the quality of its personnel if this may adversely affect the performance of the Contract, including the quality of the Services.

## **10. PAYMENT**

- 10.1 The Contractor shall invoice the Authority in accordance with Clause 10.4 after receipt by the Authority of all the Goods and Services.
- 10.2 Against compliance with Clause 10.1, the Authority shall pay the Contractor within thirty (30) days from the date of the invoice by wire transfer or such other mode of payment as the Authority and the Contractor may agree. The Contractor shall provide the Authority with the relevant bank account details for the purpose of such wire transfer payment within thirty (30) days after the date of the Letter of Acceptance.
- 10.3 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.
- 10.4 If requested by the Authority, the Contractor shall submit to the Authority invoices through the electronic invoicing system maintained by the Authority and such other documents through such means and in such format as may be specified by the Authority for the purposes of making payment.
- 10.5 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.
- 10.6 The Contract Price is exclusive of any GST/QST chargeable on the supply 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 the Act Respecting the Québec Sales Tax Act, the Authority shall reimburse the Contractor for any such GST/QST charged on the supply by the Contractor of goods or services under the Contract.
- 10.7 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person for the purpose of the Excise Tax Act and the Act Respecting the Québec Sales Tax Act, be in the same form and contain the same

information as if it were a tax invoice for the purposes of the regulations made under the Excise Tax Act and the Act Respecting the Québec Sales Tax Act.

## **11. TAXES, FEES AND DUTIES**

- 11.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its employees in carrying out its obligations under the Contract.
- 11.2 If the Authority receives a request from the tax authorities or otherwise decides to pay on behalf of the Contractor or the Contractor's employees, or to withhold payments from the Contractor in order that the Authority may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments ("**Taxes**"), the Contractor hereby agrees that the Authority may deduct such Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.
- 11.3 For the avoidance of doubt, in the event that withholding taxes are imposed by the tax authorities on any payments due under the Contract, the Contractor shall bear all such withholding taxes and the Authority shall deduct such taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

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

- 12.1 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 18.1):
- (a) cancel all or any such Goods or Services from the Contract without compensation and obtain them (the "**Replacement Goods and Services**") from other sources 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; or
- 12.2 The Authority shall have the right, at its sole discretion, to elect to claim general damages in common law from the Contractor instead of imposing liquidated damages under this Clause 12.

## **13. COMPLIANCE WITH LAW**

- 13.1 The Contractor shall, at its own costs, obtain and maintain all licences, permits, certifications and regulatory authorisations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

13.2 The Contractor shall, in performing its obligations under the Contract, comply with all applicable laws and shall keep the Authority indemnified against all penalties and liabilities of every kind for the breach of any such laws.

**14. CARE AND DILIGENCE**

14.1 The Contractor shall with due care and diligence carry out its obligations to the Authority under the Contract.

14.2 The Contractor acknowledges and accepts that the Authority relies on the skill and judgment of the Contractor and also upon the accuracy of all representations and statements made and advice given by the Contractor in the delivery of the Goods and provision of the Services under the Contract.

**15. CLEAN MARK SILVER” AWARD**

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**16. LANDSCAPE COMPANY REGISTER STATUS**

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**17. GIFTS, INDUCEMENTS AND REWARDS**

17.1 The Authority shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any loss 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 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.

17.2 In this Clause 157:

**“Anti-Corruption Laws”** means:

- (a) Chapter IX of the (Singapore) Penal Code (Cap. 224);
- (b) the (Singapore) Prevention of Corruption Act (Cap. 241); 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 officer, employee, agent or adviser of such person; or
- (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

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

- (d) the Contractor;
- (e) any person employed by the Contractor; or
- (f) any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

## **18. TERMINATION**

18.1 If the Contractor is in breach of any of its obligations under the Contract and:

- (a) the Contractor fails to remedy the breach within fourteen (14) days from a written notice from the Authority to do so; or
- (b) the breach is not capable of being remedied within a reasonable time,

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.

18.2 If any of the following events occur, the Authority shall 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 becomes insolvent;
- (b) where the Contractor is a company, a receiver or 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) the Contractor enters into any composition or arrangements with creditors; or

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

- (a) termination shall be without prejudice to any rights and 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 shall 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 shall immediately deliver property belonging to or provided by the Authority pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress if so requested by the Authority). in the event of a termination pursuant to Clause 18.1 or 18.2, the Authority shall, at its sole discretion, 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 shall be paid by the Contractor, and the Contractor shall give reasonable assistance to the incoming contractors; and
- 18.4 Nothing in this Clause 18 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.

## 19. FORCE MAJEURE

- 19.1 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**") provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, "**Force Majeure Event**" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires and other catastrophes.
- 19.2 If the effect of any Force Majeure Event continues for a period exceeding one (1) month, 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.
- 19.3 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.
- 19.4 Failure of the Contractor's Subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the control of the Contractor.

## 20. CORRESPONDENCE

20.1 Subject to Clause 20.2, any notice, request, waiver, consent or approval (“**Notice**”) shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or fax to the Party as follows:

- (a) in the case of the Contractor, the address and fax number set out in the Tender Offer; and
- (b) in the case of the Authority, the following address and fax number:

Permanent Mission of Singapore to ICAO  
999 Robert-Bourassa Boulevard, Suite 10.25 Montreal, Quebec, H3C 5J9  
Fax: +1-514 390 7006

20.2 Any Notice may be made by the Authority to the Contractor by electronic mail or other electronic means and shall be deemed to have been duly given or made when it is sent to the Contractor’s electronic mail address set out in the Tender Offer.

20.3 Either Party may change its address, fax number and (in the case of the Contractor) electronic mail address referred to above by giving the other Party written notice of the change.

## 21. LANGUAGE

21.1 All data, documents, descriptions, diagrams, books, catalogues, instructions, markings for the Goods and correspondence shall be written in readily comprehensible English language.

21.2 The personnel of the Contractor and any Subcontractor shall be proficient in both written and spoken English for the purpose of performing the Contractor’s obligations under the Contract.

## 22. CONSORTIUM

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

### *Joint and Several Responsibility*

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

#### *Addition of members to Consortium*

- 22.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.
- 22.4 Should additional member(s) be added to the Consortium at any time with the approval of the Authority pursuant to Clause 22.3, he or they shall be deemed to be included in the expression “the Contractor”.

#### *Withdrawal from Consortium*

- 22.5 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 shall be obliged to carry out and complete the Contract.

### **23. SUB-CONTRACT, TRANSFER AND ASSIGNMENT**

- 23.1 The Contractor shall not, without the prior written consent of the Authority, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.
- 23.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of any Subcontractor, their agents, servants or workmen.

### **24. DEFAULT INTEREST**

- 24.1 If the Contractor defaults in the payment when due of any sum payable under the Contract its liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment). The interest shall be calculated on a daily basis at a rate per annum [of 5.5%].

### **25. REMEDIES**

- 25.1 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.
- 25.2 The Authority shall have the right, at its sole discretion, to elect to claim general damages in common law from the Contractor instead of imposing liquidated damages under the Contract.

**26. VARIATION**

26.1 No variation of the Contract shall be of any force unless agreed upon in writing by both Parties.

**27. WAIVER**

27.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under the Contract or at law or in equity, or arises from any breach by the other Party, (a) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.

27.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.

27.3 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.

**28. SET-OFF**

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**29. ENTIRE AND WHOLE AGREEMENT**

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

**30. SEVERABILITY**

30.1 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.

**31. RIGHTS OF THIRD PARTIES**

31.1 Save for the Licensees, a person who is not a party to the Contract shall have no right under the *Contracts (Rights of Third Parties) Act* to enforce any term of the Contract.

## **32. SURVIVING PROVISIONS**

32.1 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 15 (Gifts, Inducements and Rewards), 18.3 and 18.4 (Termination), 20 (Correspondence), 244 (Default Interest), 255 (Remedies), 266 (Variation), 27 (Waiver), 28 (Set-off), 28 (Entire and Whole Agreement), 30 (Severability), 31 (Rights of Third Parties), 32 (Surviving Provisions), 33 (Governing Law), 34 (Mediation), 35 (Dispute Resolution) and 36 (Order of Precedence), shall survive the termination or expiry of the Contract.

## **33. GOVERNING LAW**

33.1 The Contract and Clause 35 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.

## **34. MEDIATION**

34.1 Notwithstanding anything in the Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to the Contract (a “**Dispute**”) and subject to Clause 34.3, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore International Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 34.1 if they have gone through at least one mediation session at the Singapore International Mediation Centre.

34.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 344.

34.3 The mediation session is to commence no later than ninety (90) days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.

34.4 Failure to comply with Clause 34.1 or 34.2 shall be deemed to be a breach of the Contract.

## **35. DISPUTE RESOLUTION**

35.1 The Parties irrevocably agree to submit to the exclusive jurisdiction of the Singapore courts.

## **36. ORDER OF PRECEDENCE**

36.1 In the event and to the extent only of any conflict between any provisions of the Contract, the conflict shall be resolved, subject to Clause 36.2, in accordance with the following order of precedence:

- (a) these Conditions of Contract (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying these Conditions of Contract);
- (b) the Requirement Specifications;
- (c) the Letter of Acceptance;
- (d) any formal agreement executed between the Parties;
- (e) the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Tender Offer).

36.2 Where the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Tender Offer) contains provisions which are more favourable to the Authority in relation to the rest of the Contract, such provisions of the Contractor's Tender Offer shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision is more favourable to it in relation to the Contract.

36.3 For the avoidance of doubt, this Clause shall form an integral part of the Conditions of Contract referred to in Clause 36.1(a).

## **COMPENDIUM OF ADDITIONAL CLAUSES (GOODS AND SERVICES)**

### **A1. OPTION TO PURCHASE**

- A1.1 The Contractor grants the Authority in respect of each item specified in Part 8 Table B (each, an “**Option Item**”), an option to purchase such Option Item (each, an “**Option to Purchase**”).
- A1.2 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 Part 6.
- A1.3 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.

### **A2. CONFIDENTIALITY AND SECURITY**

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### **A3. DATA PROTECTION AND SECURITY**

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### **A4. LOSSES**

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### **A5. LIMITATION OF LIABILITY**

- A5.1 The aggregate liability of the Contractor to the Authority in respect of all breaches under the Contract shall not exceed the Contract Price.
- A5.2 The aggregate liability of the Authority to the Contractor in respect of all breaches under the Contract shall not exceed the Contract Price.
- A5.3 None of the limitations contained in this Clause A5 shall apply to any claim:
- (a) relating to any death or personal injury;

- (b) relating to any patent, copyright or other intellectual property right infringement;
- (c) which arises or is increased as a consequence of fraud, fraudulent misrepresentation, wilful misconduct or gross negligence by the Contractor, its Subcontractors or any of their respective directors, officers, employees or agents;
- (d) under Clause A6 (Intellectual Property Indemnification); or
- (e) under any indemnity provided under the Contract (other than a claim relating to the Contractor's breach, failure or delay in the performance of the Contract).

## **A6. INTELLECTUAL PROPERTY INDEMNIFICATION**

### **A6.1 The Contractor:**

- (a) represents, warrants and undertakes that all Goods and Services supplied by the Contractor and all IP used or introduced by the Contractor in the course of performing its obligations under the Contract do not infringe any rights or interests of any third party in IP; and
- (b) shall give the Authority prompt notice in writing of any claim of infringement of any such rights or interests made by any third party.

### **A6.2 The Contractor shall indemnify the Authority and its officers against all Losses which the Authority or its officers may at any time and from time to time incur or suffer by reason of:**

- (a) any breach of Clause A6.1; or
- (b) any claim of infringement or alleged infringement of any IP used or introduced by the Contractor in the course of performing its obligations under the Contract.

### **A6.3 Without prejudice to the Authority's right to defend a claim alleging such infringement, the Contractor shall, if requested by the Authority but at the Contractor's expense, defend such claim. The Contractor shall observe the Authority's directions relating to the defence or negotiation for settlement of such claim.**

### **A6.4 The Authority shall, if requested but at the Contractor's expense, provide the Contractor with reasonable assistance in conducting the defence of such claim.**

### **A6.5 If any of the Goods or Services supplied by the Contractor or IP used or introduced by the Contractor in the course of performing its obligations under the Contract is alleged to infringe the rights or interests of third parties in IP, the Authority may (in addition to and without prejudice to all other rights or remedies available), at the option of the Authority, require the Contractor, at the Contractor's own expense, to:**

- (a) procure for the Authority the right to continue using the same;

- (b) replace or modify the same so as to avoid the infringement but still meeting the obligations of the Contractor under the Contract (in which event the Contractor shall compensate the Authority for any Losses sustained or incurred by the Authority in connection with such replacement or modification); or
- (c) pay the Authority a sum equivalent to the purchase price of items functionally equivalent to the infringing items upon the return of the infringing items to the Contractor.

A6.6 All royalties and fees claimable by or payable to any person for or in connection with any IP used or required to be used in connection with the performance of the Contractor's obligations under the Contract shall be deemed to be included in the Contract Price and shall not be further borne by the Authority.

A6.7 This Clause A6 shall survive the termination or expiry of the Contract.

## **A7. INSURANCE**

A7.1 The Contractor:

- (a) shall at all times, at its cost and expense, procure and maintain with reputable licensed insurers, the insurance coverage of no less than one million CAD (\$1,000,000) per claim for injuries including death, damage or destruction of material property and loss of use thereof;
- (b) shall, if required by the Authority, deliver to the Authority evidence that the Contractor has maintained each of the insurances required to be maintained under this Clause A7; and
- (c) shall, and shall use its best endeavours to procure that the insurer shall, give to the Authority at least fourteen (14) days' (or such shorter period as may be agreed between the Contractor and the Authority) prior notice of any cancellation or material change.

A7.2 Each of the insurances required to be maintained under this Clause A7 shall:

- (a) be taken out in the joint names of the Contractor and the Authority or, be noted, by endorsement on such insurances (in such form as may be reasonably acceptable to the Authority), with the interest of the Authority;
- (b) name the Authority as loss payee or beneficiary;
- (c) acknowledge that the Contractor is the sole party liable to pay the premiums in respect thereof; and
- (d) provide that such insurances may not be altered or amended without the prior consent in writing of the Authority.

## **A8. EXIT MANAGEMENT**

A8.1 During the one (1) month before the expiry or termination of the Contract, the Contractor shall, at its cost and expense, make available to the Authority and any third party succeeding the Contractor appointed by the Authority ("**Incoming Contractor**") such documents and records and provide such assistance (including briefings and training) as the Authority or the Incoming Contractor may reasonably require to allow an orderly transition to the Incoming Contractor with minimal disruption.

## **A9. TERMINATION FOR CONVENIENCE**

A9.1 The Authority shall have the right to terminate the Contract for convenience by giving one (1) month's written notice to the Contractor without having to assign any reason. Upon receipt of such written notice, the Contractor shall cease or reduce his work according to the tenor of the notice, and shall 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 A9.2 to A9.5 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 A9.1.

A9.2 Within seven (7) days after receiving a written notice pursuant to Clause A9.1, the Contractor may, subject to Clauses A9.3 to A9.5, submit a claim, duly substantiated, to the Authority for compensation.

A9.3 The Contractor shall set out its claim in a report on an itemised basis and the report shall contain such information that the Authority may reasonably require. The compensation:

- (a) shall 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;
  - (ii) any other reasonable costs reasonably incurred by the Contractor in respect of the terminated portions of the Contract; and
- (b) shall, in any event, not be greater than a sum which, in addition to any sums 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.

A9.4 If the Parties fail to reach an agreement on the compensation sum set out in the Contractor's report, the report shall be submitted to an independent public accountant or valuer for verification of compliance with Clause A9.3, with any doubts 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.

A9.5 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 sixty (60) days of 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 sixty (60) days of the Authority's receipt of the report from the independent public accountant or valuer.

#### **A10. TERMINATION FOR CHANGE IN CONTROL**

A10.1 If the Contractor suffers a change in Control, the Authority shall have the right to terminate the Contract by giving **one (1)** month's written notice to the Contractor and the Contractor shall have no claim for any damages or compensation.

#### **A11. QUALITY ASSURANCE AND INSPECTION OF GOODS AND SERVICES**

A11.1 The Contractor shall employ a quality system (the "**QS**") to ensure that the Goods and Services meet the minimum quality requirements set out in Part 6 (the "**QR**") are met.

A11.2 The Contractor shall appoint a quality management representative (the "**Quality Management Representative**") who shall be responsible for ensuring that the Goods and Services meet the QR. The Contractor shall inform the Authority in writing of such appointment within **one (1)** month after the date of the Letter of Acceptance.

A11.3 The Authority shall have the right, after giving the Contractor **twenty one (21)** days' notice, to carry out an audit of the QS as well as whether the Goods and Services meet the QR (the "**Quality Audit**") both at the Contractor's and its Subcontractors' factories, premises and facilities (the "**Audit Premises**"). The Contractor shall make the necessary arrangements to enable the Authority's representatives to conduct the Quality Audit.

A11.4 The Contractor shall provide, and shall procure that its Subcontractors provide, the Authority's representatives free access to the Audit Premises during the Quality Audit and make available all inspection equipment required by the Authority's representatives to conduct the Quality Audit. The Contractor shall provide, and shall procure that its Subcontractors provide, personnel to operate such inspection equipment and verify their accuracy and condition as required by the Authority.

A11.5 If results of the Quality Audit reveal that the Contractor or its Subcontractors are not in compliance with the QS or that any of the Goods and Services do not meet the QR, the Contractor shall, upon notice of such non-compliance from the Authority, at its own expense take immediate corrective action to ensure strict compliance and provide objective evidence that the corrective action taken is effective in remedying the non-compliance.

A11.6 The Contractor shall as and when deemed necessary by the Authority, at the Contractor's

own expense, conduct periodic quality audits of the QS and whether the Goods and Services meet the QR. The Contractor shall submit a report containing the results of such audit (including specific quality records) to the Authority within **twenty-one (21)** days from the date of completion of such audit.

## **A12. INSPECTION OF GOODS IF REQUIRED BY THE AUTHORITY**

A12.1 Where inspection of any of the Goods (whether completed or in the course of production) is required by the Authority, the Contractor shall give the Authority full and free access to such Goods and all reasonable facilities as and when required for the purpose of inspection.

## **A13. SAMPLES TESTING**

A13.1 The Authority shall have the right to require the Contractor to provide samples of the Goods to be supplied under the Contract for the Authority's approval and for such further samples as are required until the Authority is satisfied that the samples submitted are in accordance with the Requirement Specifications. Upon the approval of the samples by the Authority, the Contractor shall ensure that the Goods to be supplied under the Contract meet the standards of the approved samples. If any Goods supplied under the Contract do not meet or exceed the Requirement Specifications or the standards of the approved sample, the Authority shall have the right to submit such Goods to expert examination and testing and all costs in connection therewith shall be borne by the Contractor unless such examination and test shows that such Goods meet or exceed the Requirement Specifications and the standards of the approved samples.

## **A14. INCOTERMS**

[INTENTIONALLY LEFT BLANK]

## **A15. ADEQUACY OF DESIGN**

A15.1 The Contractor shall be solely responsible for ensuring the suitability and adequacy of the design relating to every respect of the Goods and the documentation on the Goods, including the design relating to the materials used, the performance function, reliability and construction of the Goods, except that the Contractor shall not be responsible for any design furnished by the Authority.

## **A16. MINIMUM QUANTITY**

A16.1 Any statement of the estimated quantities of Goods required during the period of the Contract are approximate only and merely for the information of the Contractor. The Authority shall be under no obligation to purchase any such Goods.

## **A17. OBSOLETE PRODUCT**

A17.1 The Contractor shall promptly notify the Authority in writing at least one (1) month 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.

A17.2 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 (the "**Replacement Date**"). 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.

**Part 5**  
**REQUIREMENT SPECIFICATIONS**

## **REQUIREMENT SPECIFICATIONS FOR SUPPLY AND DELIVERY OF FURNITURE IN MONTREAL, CANADA**

1. The Civil Aviation Authority of Singapore hereby invites tenders for the above to acquire new furniture for the office of the Permanent Mission of Singapore to ICAO in Montreal, Canada.
2. A floor plan with furniture is provided in **Annex A**. The list of required furniture (including images and descriptions) is provided in **Annex B**. Tenderers may quote on the exact or similar items specified.
3. The address of installation would be as follows:  
  
Permanent Mission of Singapore to ICAO  
999 Robert-Bourassa Boulevard, Suite 10.25  
Montreal, Quebec, H3C 5J9
4. CAAS may accept the whole or any part(s) of the Tender Offer as it may decide, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer.
5. CAAS reserves the rights to make adjustments to the proposed furniture after the tender has been awarded (in consultation with the Tenderer, at no additional cost).

### **Requirements**

6. The contractor is required to :
  - (a) propose suitable furniture for the office of the Permanent Mission of Singapore to ICAO in Montreal, Canada according to the information provided in **Annex B**;
  - (b) order, deliver and install all such furniture no later than 1 April 2020;
  - (c) provide service of removing the current furniture and to install the new furniture; and
  - (d) ensure that the work is completed in an appropriate, efficient and safe manner.

### **Viewing and Testing of Proposed Products**

7. Visit(s) to showrooms (or offices, clients, etc.) shall be arranged upon request. Proposed products shall be made available for viewing and/or testing in Montreal. This is to determine the suitability of the product and its ability to serve its intended purpose.

## Documents Required in Tender Proposal

8. Tenderers shall provide the following:
  - (a) A proposed list of furniture based on the descriptions and dimensions provided in **Annex B**, including information such as the make, material, image references (e.g. brochures, webpage, etc.) and warranty/return policies;
  - (b) Detailed cost breakdown of the following:
    - i. Each piece of proposed furniture;
    - ii. Services required to order, deliver and install the new furniture as well as to remove the current furniture; and
    - iii. Miscellaneous/Other Charges (i.e. items that are not specified above but essential for the complete provision of the service);
  - (c) Customers' satisfactory ratings and/or referee(s);
  - (d) A detailed company profile and track record of projects completed of similar scale;
  - (e) Material samples (e.g. type of fabric, laminate, etc.), as appropriate;
  - (f) Audited financial statements such as Directors' and auditors' reports, the Profit and Loss (also known as Statement of Comprehensive Income), Balance Sheet (also known as Statement of Financial Position) and Cash Flow Statements (also known as Statement of Cash Flow) for past 2 years;
  - (g) Form of Tender (as per Part 2 of this Invitation to Tender);
  - (h) Information on Tenderer (as per Part 7 of this Invitation to Tender);
  - (i) Schedule of Tender (as per part 8 of this Invitation to Tender);
  - (j) Undertaking form (as per Part 9 of this Invitation to Tender); and
  - (k) Any other information that is relevant to this tender.
9. All documents specified in paragraph 8 are required in order to evaluate and determine the suitability of the Tenderer for the project. The evaluation criteria is available in Part 6 of this Invitation to Tender.

## Requests for Information or Clarifications

10. Tenderers wishing to seek clarifications on this Invitation to Tender shall email their requests to the Permanent Mission of Singapore to ICAO at [singapore@icao.int](mailto:singapore@icao.int) at least five (5) working days before the closing date of tender, failing which CAAS may disregard any such requests. More contact information as follows:

Permanent Mission of Singapore to ICAO (CAAS Representatives)

999 Robert-Bourassa Boulevard, Suite 10.25

Montreal, QC, Canada, H3C 5J9

Valeria Gutierrez: [VGutierrez@icao.int](mailto:VGutierrez@icao.int) / +1 514 954 6118

Shermin Toh: [stoh@icao.int](mailto:stoh@icao.int) / +1 514 390 7007

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

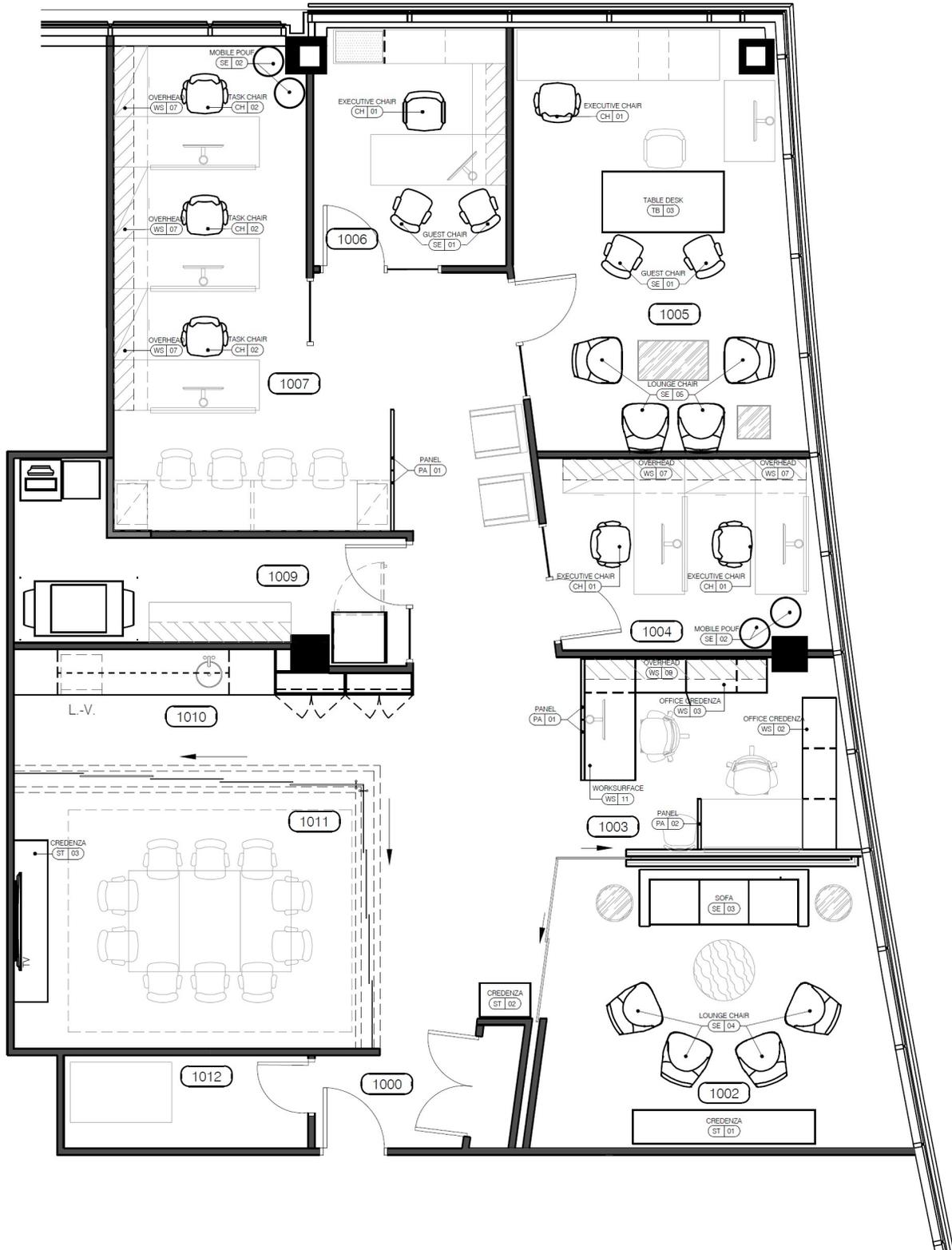
## Closing Date and Time

12. Tenderers must submit their Tender Proposal *before* **17 January 2020, 1200 hours (noon), Montreal Time** via the CAAS Website. There will be no extension of this deadline and any Tender Proposal received after this date and time will not be considered by CAAS.

## Validity Period

13. The quote shall remain valid for 90 calendar days from the closing date stated in paragraph 6 above and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer concerned at the request of CAAS.

**Annex A - Floor Plan**



**Annex B - List of Furniture**

*Reminder: Images are indicative and for reference only. Tenderers are invited to propose equivalent items.*

REFERENCE FURNITURE	QTY	DESCRIPTION	PRICE/UNIT	TOTAL
<b>TABLES   EXECUTIVE DESK – HEIGHT-ADJUSTABLE</b>				
<b>TB-03   Executive Height-adjustable Table with Modesty Panel</b>  	1	Approximate Dimensions: - W72” - D36” - H28.5”  Finish: - Top: Blond maple veneer - Legs: Polished silver metal (eg. polished aluminium/ chrome-like) or white depending on style - Modesty Panel: Approx. 1/3 of the table’s height, solid ie no holes  NOTE: - Must be appropriate for the Executive’s office where high-level external guests will be received	\$	\$
<b>CHAIRS   EXECUTIVE – TASK</b>				
<b>CH-01   Executive chair</b>  	4	High back, adjustable seat and arms  Finish : - Back: black flexible mesh - Seat: Grade B fabric or equivalent. - Base: Polished silver metal (eg. polished aluminium/ chrome-like) - Arms: Height adjustable - Casters: Soft wheel (for carpet)	\$	\$
<b>CH-02   Task chair</b>  	3	Mid-back, adjustable seat and arms  Finish : - Back: Flexible mesh - Seat: Grade B fabric or equivalent. - Base: Polished silver metal (eg. polished aluminium/ chrome-like) - Arms: Height adjustable - Casters: Soft wheel (for carpet)	\$	\$

**SEATING | GUEST – SOFA - LOUNGE**

<p><b>SE-01   Guest chair</b></p> 	<p>4</p>	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W26"</li> <li>- D24.75"</li> <li>- H31.5"</li> <li>- SH18"</li> </ul> <p>Finish :</p> <ul style="list-style-type: none"> <li>- Fabric: Grade B or equivalent</li> <li>- Legs: Polished silver metal (eg. polished aluminium/ chrome-like)</li> </ul> <p>NOTE:</p> <ul style="list-style-type: none"> <li>- Must be appropriate for usage by external guests during discussions</li> </ul>	<p>\$</p>	<p>\$</p>
<p><b>SE-03   3-seater Sofa</b></p> 		<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- Minimum W85"</li> <li>- Maximum W93"</li> </ul> <p>Finish :</p> <ul style="list-style-type: none"> <li>- Fabric: Grade B or equivalent;</li> <li>- shall come in choices of neutral colours</li> <li>- Legs: Polished silver metal (eg. polished aluminium/ chrome-like)</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- <b>Seat Height: Same as SE-04</b> as much as possible</li> <li>- Back: upright</li> <li>- 3 seat cushions or one long cushion (not two)</li> <li>- Must be appropriate for usage by external guests</li> </ul>	<p>\$</p>	<p>\$</p>
<p><b>SE-04   Lounge chair</b></p> 	<p>4</p>	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W72cm</li> <li>- H80cm</li> </ul> <p><b>Seat Height: Same as SE-03</b> as much as possible</p> <p>Finish :</p> <ul style="list-style-type: none"> <li>- Fabric: Grade B or equivalent;</li> <li>- shall come in choices of neutral and non-neutral colours</li> <li>- Legs: Polished silver metal (eg. polished aluminium/ chrome-like)</li> <li>- Swivel</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Back: upright</li> <li>- Must be appropriate for usage by high level external</li> </ul>	<p>\$</p>	<p>\$</p>

<p><b>SE-05   Lounge chair</b></p>  <p>Deep Maroon Wood (Camira-CUZ-02) Chrome</p>	4	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W72cm</li> <li>- H80cm</li> </ul> <p>Finish :</p> <ul style="list-style-type: none"> <li>- Fabric: Grade B or equivalent;</li> <li>- shall come in choices of neutral and non-neutral colours</li> <li>- Legs: Polished silver metal (eg. polished aluminium/ chrome-like)</li> <li>- Swivel</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Back: slight angle only</li> <li>- Must be appropriate for usage by high level external guests.</li> <li>- Can but does not have to be the same model as SE-04</li> </ul>	\$	\$
<b>STORAGE</b>				
<p><b>ST-01   Sideboard</b></p> 	1	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W108"</li> <li>- D20"</li> <li>- H34"</li> </ul> <p>Finish :</p> <ul style="list-style-type: none"> <li>- Frame and top: Glossy white laminate or acrylic</li> <li>- Base: White and/or Polished silver metal (eg. polished aluminium / chrome-like)</li> <li>- 4 doors &amp; central drawers</li> <li>- Discreet pulls, or no pulls</li> <li>- No extra frame around doors</li> </ul>	\$	\$
<p><b>ST-02   Square Sideboard</b></p> 	1	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W30"</li> <li>- D20"</li> <li>- H34"</li> </ul> <p>Finish :</p> <ul style="list-style-type: none"> <li>- Frame and top: Glossy white laminate or acrylic</li> <li>- Base: White and/or Polished silver metal (eg. polished aluminium/ chrome-like)</li> <li>- 2 doors</li> <li>- Discreet pulls, or no pulls</li> <li>- No extra frame around doors</li> </ul>	\$	\$

<p><b>ST-03   Credenza</b></p> 	1	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W96"</li> <li>- D20" Max</li> <li>- H29"</li> </ul> <p>Finish :</p> <ul style="list-style-type: none"> <li>- Frame and top: Glossy white laminate or acrylic</li> <li>- Base: White and/or Polished silver metal (eg. polished aluminium / chrome-like)</li> <li>- 4 doors &amp; 2 central drawers</li> <li>- Discreet pulls, or no pulls</li> <li>- No extra frame around doors</li> <li>- For meeting room under wall-mounted TV</li> </ul>	\$	\$
<b>OFFICE STORAGE &amp; WORKSTATION</b>				
<p><b>WS-02   Low Credenza</b></p> 	1	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W102" (max)</li> <li>- D20"</li> <li>- H25"</li> <li>- 2 Box/File (B/F) Drawers : 30"</li> <li>- 1 Open shelf : 40"</li> </ul> <p>Finish:</p> <ul style="list-style-type: none"> <li>- Top: Maple laminate</li> <li>- Cabinets: White laminate</li> <li>- Pulls: Polished silver metal (i.e. polished aluminium or chrome-like etc)</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Must match WS-03</li> </ul>	\$	\$
<p><b>WS-03   Credenza</b></p> 	1	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W110" (Max)</li> <li>- D24"</li> <li>- H25"</li> <li>- 1 Open shelf : 15"</li> <li>- 2 B/F Drawers : 30"</li> <li>- 1 Closed cabinet : 20"</li> <li>- 1 Closed cabinet : 15"</li> </ul> <p>Finish:</p> <ul style="list-style-type: none"> <li>- Top: Maple laminate</li> <li>- Cabinets: White laminate</li> <li>- Pulls: Shiny silver metal (i.e. polished aluminium or chrome-like etc)</li> </ul> <p>NOTE:</p> <ul style="list-style-type: none"> <li>- The 20" closed cabinet will house a small safe, therefore this credenza should not have legs; the 15" closed cabinet will house the garbage can</li> <li>- Must match WS-02</li> </ul>	\$	\$

<p><b>WS-07   Overhead storage</b></p> 	5	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W72"</li> <li>- H15"</li> <li>- Must fit upright binders</li> </ul> <p>Finish:</p> <ul style="list-style-type: none"> <li>- Doors: Natural maple laminate</li> <li>- Frame: White laminate</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Wall-mounted</li> <li>- Flip-up doors preferred</li> </ul>	\$	\$
<p><b>WS-09   Overhead storage</b></p> 	1	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W110" (Max)</li> <li>- H15"</li> <li>- D13-15"</li> <li>- Must fit upright binders</li> </ul> <p>Finish:</p> <ul style="list-style-type: none"> <li>- Doors: White acrylic</li> <li>- Frame: White laminate</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Wall mounted</li> <li>- Sliding doors</li> <li>- Must match WS-03</li> </ul>	\$	\$
<p><b>WS-11   Height-adjustable Desk</b></p> 	1	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W72"</li> <li>- D30"</li> </ul> <p>Finish:</p> <ul style="list-style-type: none"> <li>- Top: White laminate</li> <li>- Base-left: Structure panel white laminate</li> <li>- Base-right: to rest on low credenza (WS-03)</li> <li>- Front: See Panel PA-01</li> </ul>	\$	\$
<b>PANEL</b>				
<p><b>PA-01   Panel</b></p> 	4	<p>Approximate Dimensions</p> <ul style="list-style-type: none"> <li>- W36"</li> <li>- H36" PANEL</li> <li>- H8" GLASS</li> </ul> <p>Finish:</p> <ul style="list-style-type: none"> <li>- Front panel: White laminate</li> <li>- Glass: frosted</li> <li>- Interior: Grade B fabric or equivalent</li> <li>- Trim: silver, grey or white</li> </ul>	\$	\$

<b>PA-02   Panel</b> 	1	Approximate Dimensions - W30" - H36" PANEL - H8" GLASS Finish: - Front panel: White laminate - Glass: frosted - Interior: Grade B fabric or equivalent - Trim: silver, grey or white	\$	\$
<b>TOTAL :</b>			\$	
<b>ACCESSORIES (OPTIONAL)</b>				
<b>AC-01   Decorative Cushions</b>	3	Finish: - Grade B fabric or equivalent; shall come in choices of neutral and non-neutral colours  Note - For Sofa - Should complement the design and colour scheme of the lounge chairs	\$	\$
<b>AC-02   Cushion</b> 	3	Dimensions - 30" x 20" Fabric: - Grade B fabric or equivalent (same fabric as CH-02)  Note: - For credenzas	\$	\$
<b>TOTAL (for Optional Items):</b>			\$	

**Part 6**  
**EVALUATION CRITERIA**

## EVALUATION CRITERIA

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### 1. Critical Criteria:

The evaluation criteria specified below are Critical Criteria. Tender proposals that do not meet any of these criteria shall be rejected and excluded from further evaluation:

- (a) Ability to meet all requirements specified in paragraph 6 of Part 5 – *Requirement Specifications*;
- (b) Submit all required information and documents specified in paragraph 8 of Part 5 – *Requirement Specifications*; and
- (c) Tenderers shall not be debarred/blacklisted on or after the closing date of tender.

### 2. Other Evaluation Criteria:

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

- (a) Quality of Goods (type/grade of material and suitability of look/design/functionality of items as specified in the requirements.) – 40%
- (b) Competitive Pricing – 30%
- (c) Warranty – 10%
- (d) Track record in providing goods and services of similar nature and scale – 10%
- (e) Service Quality (demonstrates ability to provide excellent customer service during the lifetime of the contract, i.e. procedures from first point of contact till the after-sales services and support) – 5%
- (f) Sustainability (effort taken to minimise the impact of activities on the environment) – 5%

**Part 7**  
**INFORMATION ON TENDERER**

## INFORMATION ON TENDERER

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### 1 DEFINITIONS OF THE COMPANIES/FIRM

(Please indicate "NA" where not applicable)

- (a) THE COMPANY/FIRM  
State name, registered address and telephone number.
  
- (b) THE PRINCIPALS  
State name(s) and Social Insurance Number(s) of Principals, Partners and/or Directors.
  
- (c) REGISTRATION OF COMPANY/ FIRM  
(Photocopy of registration certificate to be enclosed)  
State registration number and particulars.
  
- (d) TYPE OF COMPANY / FIRM  
State whether public, private, partnership or sole proprietorship.
  
- (e) NAME AND ADDRESSES OF MAJOR SHAREHOLDERS AND PERCENTAGE OWNED
  
- (f) NUMBER OF STAFF AND ORGANISATION CHART

(g) QUALIFICATION AND EXPERIENCE OF QUALIFIED  
PERSONNEL UNDER YOUR EMPLOYMENT

**2 FINANCIAL CAPACITY**

(Please attach Balance Sheet and Profit and Loss Statement for the last financial year)

(a) BANKERS

(b) CAPITALIZATION OF FIRM AND PRESENT PAID-UP CAPITAL

**INFORMATION ON TENDERER**

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**PAST 2 YEARS OF COMMITMENTS OF TENDERER**

Client	Project Title	Value of Contract	Contract Period	Name, Designation and Contact No. of Superintending Officer

**INFORMATION ON TENDERER**

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**PRESENT COMMITMENTS OF TENDERER**

Client	Project Title	Value of Contract	Contract Period	Name, Designation and Contact No. of Superintending Officer

I/ We certify and declare that all information given under the Information to Tenderer is true and correct.

\_\_\_\_\_  
Signature of Contractor

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

**INFORMATION ON TENDERER**

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**GST AND QST TAX REGISTRATION**

I / We\* certify and declare that I / we\* am / are\* not\* a taxable person under the **Excise Tax Act** and the **Act Respecting the Québec Sales Tax Act** or registered with Revenu Québec, and that all information provided under this section on the Information of Tenderer is true and correct.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Witness

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

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

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

\*To delete where applicable

**Part 8**  
**SCHEDULE OF TENDER**

## SCHEDULE OF TENDER

**Table A – Main Items**

Item	Description	Quantity	Total Price (CAD)
1	TB-03   Executive Height-adjustable Table / Desk	1	
2	CH-01   Executive chair	4	
3	CH-02   Task chair	3	
4	SE-01   Guest chair	4	
5	SE-03   3-seater Sofa	1	
6	SE-04   Lounge chair	4	
7	SE-05   Lounge chair	4	
8	ST-01   Sideboard	1	
9	ST-02   Square Sideboard	1	
10	ST-03   Credenza	1	
11	WS -02   Credenza	1	
12	WS -03   Credenza	1	
13	WS-07   Overhead storage	5	
14	WS-09   Overhead storage	1	
15	WS-11   Worksurface – Height-adjustable	1	
16	PA-01   Panel	4	
17	PA-02   Panel	1	
18	Service to remove the current furniture and to install new furniture	1 lot	
19	Miscellaneous/Other Items (Please list accordingly, items that are not specified above but essential for the complete provision of the service)		
20			
<b>Total Tender Price (Maximum Amount Payable before taxes)</b> <i>(This price is to be submitted on the CAAS Website)</i>			

**Table B– Optional Items**

Item	Description	Quantity	Total Price (CAD)
1	AC-01   Decorative cushions for sofa	3	
2	AC-02   Cushions for credenzas	3	
3	(Specify any other proposed items, if any)		
<b>Total Price for Optional Items</b>			
Note: Please furnish additional copies if space given above is insufficient.			

\_\_\_\_\_

Date

\_\_\_\_\_

Company's Stamp

\_\_\_\_\_

Name & Signature of  
Tenderer

**PART 9**  
**UNDERTAKING TO SAFEGUARD OFFICIAL  
INFORMATION FORM**

## UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION FOR COMPANY<sup>3</sup>

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Re: Tender Reference: CAA000/ICAO/2019/T03

Our attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 2012) and in particular to Section 5 thereof which relates to the safeguarding of official information.

2 We understand and agree that all official information acquired by us in the course of our work for the Civil Aviation Authority of Singapore (CAAS) is strictly confidential in nature, and is not to be published or communicated by us to any unauthorised person in any form at any time, without the official sanction of the Director-General of Civil Aviation.

3 We agree to adopt appropriate measures to protect the confidentiality of such official information and to ensure that our employees and agents, and sub-contractors and their employees and agents that have access to any part of such official information also duly observe the terms of this Undertaking.

4 We further understand and agree that any breach or neglect of this undertaking may render us liable to prosecution under the Official Secrets Act.

5 We acknowledge that in addition to our obligations under the OSA, we are required to comply with our confidentiality obligations under our contract with CAAS, failing which we may be liable under any civil suit brought against us by CAAS for all losses, damages, costs, charges and expenses incurred by CAAS and/or for all claims against CAAS as a result of such breach.

For and on behalf of \_\_\_\_\_  
Full Name of Company

\_\_\_\_\_  
Signature of duly authorised representative

\_\_\_\_\_  
Full name in BLOCK LETTERS

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Company Stamp

\_\_\_\_\_  
Date

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### ***To be completed by CAAS***

\_\_\_\_\_  
Signature of WITNESS

\_\_\_\_\_  
Full name in BLOCK LETTERS

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**CIVIL AVIATION AUTHORITY OF  
SINGAPORE**

<sup>3</sup> To be signed by the company and other company e.g. sub-contractors who will work on the project

## **UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION FOR INDIVIDUAL<sup>4</sup>**

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Re: Tender Reference: CAA000/ICAO/2019/T03

My attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 2012) 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 as \*an employee / consultant of the company named below (the "Company") which is performing work or services for the Civil Aviation Authority of Singapore (CAAS) is strictly confidential in nature, and is not to be published or communicated by me to any unauthorised person in any form at any time, without the official sanction of the Director-General of Civil Aviation.

3 I agree to comply with the measures adopted or to be adopted by the Company to protect the confidentiality of the official information

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.

\*Delete whichever is not applicable

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Full name in BLOCK LETTERS

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

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***To be completed by CAAS***

\_\_\_\_\_  
Signature of WITNESS

\_\_\_\_\_  
Full name in BLOCK LETTERS

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**CIVIL AVIATION AUTHORITY OF  
SINGAPORE**

<sup>4</sup> To be signed by individuals who are the company's employees, consultants, etc

**Part 10**  
**SPECIMEN LETTER OF ACCEPTANCE**

[On CAAS' letterhead]

## SPECIMEN LETTER OF ACCEPTANCE OF TENDER

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Our Ref: CAA000/ICAO/2019/T03

[Date]

Tel: +1 514-954-6118

To: [Name of Organisation]  
[Address]

Attn: [Name]  
[Designation]

Dear Sirs

### **LETTER OF ACCEPTANCE OF TENDER FOR THE PROVISION OF FURNITURE FOR THE OFFICE OF THE PERMANENT MISSION OF SINGAPORE TO ICAO IN MONTREAL, CANADA**

We refer to the above and your Tender Proposal dated [●].

2. We are pleased to inform you that the Civil Aviation Authority of Singapore ("CAAS") hereby accepts your Tender Proposal for the provision of **furniture** ("Goods") **for the office of the Permanent Mission of Singapore to ICAO in Montreal, Canada**, at the sum of Canadian Dollars [amount in words] (CAD[●]) ("Contract Sum").

3. Please note CAAS' acceptance of your Tender Proposal is subject to all the documents in the Invitation to Tender (including but not limited to the Instructions to Tenderers, Conditions of Contract, Form of Tender, Schedule of Tender, Requirement Specifications and Information on Tenderer) and this Letter of Acceptance of Tender.

4. Your Tender Proposal and this Letter of Acceptance of Tender together constitute a binding contract between CAAS and you. The terms of this contract are set out in your Tender Proposal, this Letter of Acceptance of Tender and all documents in the Invitation to Tender (including but not limited to the Conditions of Contract and Requirement Specifications).

5. Pursuant to clause A1 of the Compendium of Addition Clauses, CAAS has the option to purchase the optional items as stated in Table B of the Schedule of Tender.

6. This Letter of Acceptance of Tender is prepared in duplicate. Please acknowledge receipt of this Letter by returning one of the copies, with the acknowledgement letter at Annex A duly signed and witnessed, no later than [date].

7. If you have any enquiries, please contact [name of officer] at [contact no] or [email address].

Yours faithfully

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[name of authorised contract signatory]  
[designation]  
for and on behalf of  
Civil Aviation Authority of Singapore

[On Company's Letterhead]

**SPECIMEN ACKNOWLEDGEMENT OF LETTER OF ACCEPTANCE OF TENDER**

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Our Ref : CAA000/ICAO/2019/T03

Date :

To: Civil Aviation Authority of Singapore  
c/o Permanent Mission of Singapore to ICAO  
999 Robert-Bourassa Boulevard, Suite 10.25  
Montreal, Quebec, H3C 5J9

Attn: Valeria Gutierrez

Dear Sir

**LETTER OF ACCEPTANCE OF TENDER FOR PROVISION OF FURNITURE FOR THE OFFICE OF THE PERMANENT MISSION OF SINGAPORE TO ICAO IN MONTREAL, CANADA**

We hereby acknowledge receipt of your Letter of Acceptance of Tender Ref: CAA000/ICAO/2019/T03 dated [date of LOA] and confirm that no terms, conditions or stipulations additional to those contained in the Invitation to Tender and this Letter of Acceptance of Tender have been imposed by this acknowledgement letter.

Signed for and on behalf of the Contractor:

\_\_\_\_\_  
Signature of Authorised Signatory<sup>5</sup>  
(with Company's Official Stamp)

\_\_\_\_\_  
Signature of Witness

Name & Designation:

Name & Designation:

\_\_\_\_\_

\_\_\_\_\_

SIN No:

SIN No:

\_\_\_\_\_

\_\_\_\_\_

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>5</sup> If the tender is submitted by a consortium, the Lead Member's official stamp and authorised signature must be provided.

**PART 11**  
**SPECIMEN FORM OF AGREEMENT**

**SPECIMEN FORM OF AGREEMENT**

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**Contract Reference : CAA000/ICAO/2019/T03**

A Contract made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the CIVIL AVIATION AUTHORITY OF SINGAPORE, a statutory board incorporated under the Civil Aviation Authority of Singapore Act 2009 (No. 17 of 2009) of Singapore Changi Airport, P O Box 1, Singapore 918141 (hereinafter called 'CAAS') of the one part and \_\_\_\_\_<sup>6</sup> a company incorporated in Singapore and having its registered address at \_\_\_\_\_

\_\_\_\_\_ ( hereinafter called "the Contractor") of the other part.

Description of work to be done under this Contract

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Sum payable under this Contract (in words):

Dollars - \_\_\_\_\_

\_\_\_\_\_ (S\$ \_\_\_\_\_).

WHEREAS the Contractor has agreed to the Supply of the Goods on the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED AS FOLLOWS-**

- 1 In this Contract, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Contract:
  - (a) Form of Tender;
  - (b) Instructions to Tenderers;
  - (c) Conditions of Contract;
  - (d) Requirement Specifications;
  - (e) Schedule of Tender;
  - (f) Information on Tenderer;
  - (g) Contractor's tender and subsequent correspondence (if any) amplifying or amending the Contractor's tender;
  - (h) Letter of Acceptance, and
  - (i) this Form of Agreement.
  - (j) all forms and documents in the Invitation to Tender

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<sup>6</sup> If the tender is submitted by a consortium, each member of the consortium shall be listed. The tender shall be submitted by the Lead Member on behalf of all members of the consortium, it should read "... one part and (Name of Lead Member), acting for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members) ("Contractor") of the other part."

- 3 This Agreement shall continue in force for a period from of \_\_\_\_\_ from the date of Letter of Acceptance.
4. In consideration of the payments to be made by the CAAS to the Contractor as hereinafter mentioned, the Contractor agrees to supply the goods mentioned in the Contract in conformity in all respects with the provisions of the Contract.
- 5 CAAS agrees to pay to the Contractor in consideration for the supply of goods mentioned in the Contract in conformity in all respects with the provisions of the Contract.
- 6 "CAAS" shall mean the Civil Aviation Authority of Singapore and shall include any officer authorised by CAAS to act on its behalf.
- 7 "The Contractor" or "The Supplier" shall mean the person or persons, partnership, firm or company whose Tender Proposal for the Supply of Goods has been accepted and who has or have signed the Contract and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives.

As witness our hands of the parties hereto the day and year first above written.

(a) Signed by -

_____	_____
Name	Signature
_____	_____
Designation	Date

for and on behalf of the CIVIL AVIATION AUTHORITY OF SINGAPORE  
In the presence of -

_____	_____
Name	Signature
_____	_____
Designation	Date

(b) Signed by -

_____	_____
Name	Signature of Authorised Signatory <sup>7</sup> (with Company's Official Stamp)
_____	_____
Designation	Date

for and on behalf of the \_\_\_\_\_ (the Contractor)

In the presence of -

_____	_____
Name	Signature of Witness
_____	_____
Designation	Date

<sup>7</sup> If the tender is submitted by a consortium, the Lead Member shall submit on behalf of all members of the consortium. The Lead Member's authorized signature and Company's Official stamp must be provided.