



## **INVITATION TO TENDER**

**PROVISION OF CATERING SERVICES IN MONTRÉAL, CANADA**

**TENDER REF NO** : CAA000/ICAO/2025/T02

**CLOSING DATE & TIME** : 16 April 2025, Wednesday, 16:00 hours, Montréal Time

## PROVISION OF CATERING SERVICES IN MONTRÉAL, CANADA

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**Part 1**

**COVER LETTER**



CAA000/ICAO/2025/T02

26 March 2025

Tel: +1 (514) 568-5301

To all Tenderers

### **INVITATION TO TENDER FOR THE PROVISION OF CATERING SERVICES IN MONTRÉAL, CANADA**

- 1 The Civil Aviation Authority of Singapore (“CAAS”) hereby invites tenders to provide catering services for a stand-up cocktail dinner reception (“Singapore Reception”) to be held on 25 September 2025 in Montréal, Canada.
- 2 This is an open tender. Interested suppliers may participate in this 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 must submit their Tender Proposals in accordance with the following mode of submission:

<b>Information or document(s) in Tender Offer</b>	<b>Mode of Submission</b>	<b>Closing Date and Time (Montréal Time)</b>
1. Contract Price 2. Form of Tender (Part 2) 3. Documents/Information as set out in Part 5 paragraph 7 of the Invitation to Tender 4. Information on Tenderer (Part 7) 5. Schedule of Tender (Part 8)	Through the CAAS Website at <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>  (items 1 to 8 shall be submitted as file attachments)	16 April 2025, 16:00 hours, Montréal time

6. Statement of Compliance (Part 9)		
7. Undertaking to Safeguard Official Information Form (Part 10)		
8. Audited financial statements for the last three (3) years		

- 6 Tender Proposals must be submitted through the 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 Ms. Kelly Teo at [kteo@icao-delegations.org](mailto:kteo@icao-delegations.org) with cc to Ms. Michelle Hoo at [michelle\\_hoo@caas.gov.sg](mailto:michelle_hoo@caas.gov.sg) and Permanent Mission of Singapore to ICAO at [singapore@icao-delegations.org](mailto:singapore@icao-delegations.org) at least five (5) calendar days before the closing date of tender, failing which CAAS may disregard any such requests.

Yours faithfully

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Eileen Poh  
for DIRECTOR-GENERAL CIVIL AVIATION

**Part 2**

**FORM OF TENDER**

## FORM OF TENDER

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To: **Ms. Eileen Poh**  
**Permanent Mission of Singapore to ICAO**  
**999 Robert-Bourassa Boulevard, Suite**  
**10.25**  
**Montréal, Québec**  
**H3C 5J9 Canada**

Name(s) of Tenderer(s):  
Address :

**TENDER NO:** \_\_\_\_\_

1 We offer and undertake on your acceptance of this Tender Offer to supply goods and services as specified in the Requirement Specifications in accordance with the Instructions for Tender 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 the Validity Period 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.

Signed for and on behalf of the Tenderer:

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Signature of Authorised Signatory  
(with Company's Official Stamp)



**Part 3**

**INSTRUCTIONS FOR TENDER**

## INSTRUCTIONS FOR TENDER

### 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.
- 1.2 The principles of construction set out in Clause A1.2 of the Conditions of Contract shall apply to each document in this Invitation to Tender.

### 2. ELIGIBILITY

- 2.1 All persons 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 contract entered into pursuant to such a Tender Offer without the Authority being liable therefor in damages or compensation.

### 3. SUBMISSION OF TENDER OFFER

- 3.1 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 (Montréal Time)
1. Contract Price 2. Form of Tender (Part 2) 3. Documents/Information as set out in Part 5 paragraph 7 of the Invitation to Tender	Through the CAAS Website at <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>	16 April 2025, 16:00 hours, Montréal time
4. Information on Tenderer (Part 7)	(items 1 to 8 shall be submitted as file attachments)	

<p>5. Schedule of Tender (Part 8)</p> <p>6. Statement of Compliance (Part 9)</p> <p>7. Undertaking to Safeguard Official Information Form (Part 10)</p> <p>8. Audited financial statements for the last 3 years</p>		
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3.2 INTENTIONALLY LEFT BLANK

3.3 INTENTIONALLY LEFT BLANK

3.4 The Authority shall have the right to reject Tender Offers not submitted in accordance with the mode of submission specified in these Instructions for Tender.

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3.6 The Tender Offer must include:

- (a) the Form of Tender fully completed, signed and stamped with the corporate stamp/ seal of the Tenderer; and
- (b) an address and electronic mail address where any notice to the Tenderer in connection with this Invitation to Tender can be directed to.

#### **4. CAAS WEBSITE**

4.1 Tenderers are put on notice that business transactions with the Authority shall be conducted through the CAAS Website or such other mode as the Authority may specify

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

#### **5. COMPLIANCE WITH INSTRUCTIONS**

- 5.1 Any Tender Offer which is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender is liable to be rejected.
- 5.2 The Tenderer's Tender Offer must include at least one offer which:
- (a) is submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender; and
  - (b) does not attempt to vary any provision of this Invitation to Tender.
- 5.3 Subject to compliance with Clause 5.2, the Tenderer may submit alternative offer(s) which include qualifications or variations to any provision of this Invitation to Tender or which do not fully comply with the Requirement Specifications.
- 5.4 Failure to comply with Clause 5.2 may render the Tender Offer (including all alternative offers) liable to be rejected.

## 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 3.1, or such other date and time as notified by the Authority from time to time through electronic mail. 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 ninety (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. TENDER OFFER

- 8.1 The Tenderer must 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 duty, custom and excise, licence, transport and insurance

expense, regardless of whether such matters or things were specifically set out in this Invitation to Tender.

- 8.2 The Tenderer must 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 must ensure that all information in any softcopy or spreadsheet or other document is not hidden in rows or otherwise not visible. Any part of the 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.
- 8.3 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.
- 8.4 The Tenderer shall quote in its Tender Offer the all-in firm prices for the Goods and Services in Canadian Dollars. The Tender Price shall be deemed to have included the delivery of all items and performance of all services to meet the requirements in the Invitation to Tender irrespective of whether such items or services have been specifically listed or priced in the Tender Offer.
- 8.5 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.
- 8.6 No oral representation shall be:
  - (a) binding on the Authority; or
  - (b) construed as modifying or varying any of the provisions of this Invitation to Tender.

## **9. WITHDRAWAL OF TENDER OFFER**

- 9.1 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.

## **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 may be issued:
- a) by electronic mail; or
  - b) by hand or post to the address specified in its Tender Offer.

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

- 10.5 Notwithstanding the issuance of the Letter of Acceptance, the Authority may require the Tenderer to sign a formal agreement in respect of the Contract and the Tenderer must 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 its principal.
- 10.6 The Authority shall have the right to accept the Tender Offers of one or more Tenderers.

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## **12. SAMPLES**

- 12.1 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 shall 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 by the stipulated time and the required markings may render the Tender Offer liable to be rejected.
- 12.2 The Tenderer must indicate, when submitting the samples, whether it wishes the samples to be returned. If no indication is given, the Authority shall not be obliged to return any sample to the Tenderer where the samples are to be subject to destructive testing, such samples shall not be returned to the Tenderer.
- 12.3 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.

### **13. SPECIFICATION, PATTERN, SAMPLE OR DRAWING**

- 13.1 Any specification, pattern, sample or drawing specified in this Invitation to Tender will be available for inspection by the Tenderer at the address specified in this Invitation to Tender during normal working hours up to the Closing Date and Time.

### **14. DEMONSTRATION OF CLAIMED CAPABILITIES**

- 14.1 At the request of the Authority, the Tenderer must, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the capabilities as described by the Tenderer in its Tender Offer.
- 14.2 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.

### **15. LANGUAGE**

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

### **16. INTENTIONALLY LEFT BLANK**

### **17. CONFIDENTIALITY**

- 17.1 Except with the prior consent in writing of the Authority, the Tenderer must not disclose to any person (other than employees, servants and agents on a “need-to-know” basis for the purposes of preparing or submitting a Tender Offer or subsequent clarifications) this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Authority (in connection with this Invitation to Tender).
- 17.2 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.
- 17.3 Where the Authority requires any information or document to be returned or destroyed, the Tenderer must provide written confirmation of such return or destruction to the Authority no later than seven (7) Working Days after the Authority’s

notification, and where required by the Authority, provide satisfactory proof of such destruction.

## **18. OWNERSHIP OF TENDER DOCUMENTS**

- 18.1 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 18.1 is without prejudice to any provision to the contrary in any subsequent contract between the Tenderer and the Authority.

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

- 19.1 A Tender Offer bearing any amendment or erasure (other than amendments made by the Tenderer itself which are initialled by the Tenderer), or in which any information is not legibly stated, is liable to be rejected.

## **20. AUTHORITY'S CLARIFICATIONS ON TENDERER'S TENDER OFFER**

- 20.1 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 five (5) working days of notification.

## **21. EXPENSE OF TENDERER**

- 21.1 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.

## **22. APPLICABLE TAXES**

- 22.1 The Tenderer must 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.
- 22.2 If the Contractor is a taxable person under the Excise Tax Act and the Act Respecting the Québec Sales Tax, the Authority must reimburse the Contractor for any GST/QST chargeable by the Contractor of goods and services provided pursuant to this Invitation to Tender.



## **23. GST/QST REGISTRATION**

- 23.1 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 the Act Respecting the Québec Sales Tax. The Tenderer shall furnish its GST/QST registration number to the Authority, if available.
- 23.2 A Tenderer who declares itself to be a non-taxable person under the Excise Act and the Act Respecting the Québec Sales Tax but which becomes a taxable person at any time thereafter shall forthwith inform the Authority of its change in GST/QST status.

## **24. GOVERNING LAW AND JURISDICTION**

- 24.1 All Tender Offers submitted pursuant to this Invitation to Tender and all matters arising out of this Invitation to Tender shall be governed by the laws of the Republic of Singapore.
- 24.2 Subject to any applicable written law, Clause A30 (Dispute Resolution) of the Conditions of Contract shall apply *mutatis mutandis* (with the necessary changes) to all disputes and claims arising out of or relating to this Invitation to Tender.

## **25. OWNERSHIP STATUS OF TENDERER**

- 25.1 The Tenderer must provide in its Tender Offer full information on: the name and address of any person, company or corporation which Controls the Tenderer.

## **26. SHORTLISTING TENDERERS**

- 26.1 The Authority shall have 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.
- 26.2 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 must 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.

## 27. CONSORTIUM

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

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

- a) each member of the Consortium must be a business organisation duly organised, existing and registered under the laws of its country of domicile;
- b) the Consortium must not include any member who has been debarred from public sector tenders;
- c) the Tender Offer must be submitted by the lead member of the Consortium (“Lead Member”);
- d) 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;
- e) 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 A15 (Consortium) of the Conditions of Contract;
  - (ii) certified documentary proof 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;
- f) information must be submitted with respect to:
  - (i) the legal relationship among the members of the Consortium;
  - (ii) the role and responsibility of each member of the Consortium; and
  - (iii) the address of the Consortium to which the Authority may send any notice, request, clarification or correspondence;

- g) if the Authority issues a Letter of Acceptance to a Consortium:
- (i) the Letter of Acceptance may be issued through electronic mail or 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 must 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 wound up or dissolved, or is adjudicated as insolvent or bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

## **28. CORRIGENDA TO INVITATION TO TENDER**

- 28.1 The Authority shall have 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.

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

- 29.1 This Invitation to Tender may not contain all the 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.
- 29.2 The Authority shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with any failure by the Authority to comply with its legal obligations in conducting this Invitation to 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**

## A. CONDITIONS OF CONTRACT FOR TENDER LITE

### A1. DEFINITIONS

A1.1 In the Contract, unless the context otherwise requires:

- (a) “**Authority**” means Civil Aviation Authority of Singapore.
- (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) “**Contract Works**” means:
  - (i) Works and protected performances comprised in the Goods;
  - (ii) Works and protected performances created in connection with the Services; and
  - (iii) Works and protected performances used in connection with the provision of the Services or the performance of the Contract,

including where such Works and protected performances are Future Works or created prior to or independently of the Contract.

- (e) **“Contractor”** means a successful Tenderer whose Tender Offer has been accepted by the Authority.
- (f) **“Control”** means, with respect to a person (i) the right to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares of the controlled person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.
- (g) **“data”** means any representation of information or of concepts regardless of the medium of storage, and includes any personal data.
- (h) INTENTIONALLY LEFT BLANK
- (i) **“Future Works”** means Works and protected performances created pursuant to or for the purpose of the Contract.
- (j) INTENTIONALLY LEFT BLANK
- (k) **“Goods”** means all goods proposed in the Contractor’s Tender Offer as being capable of meeting the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to provide under the Contract, and such other goods as may be agreed in writing between the Parties to be provided by the Contractor.
- (l) **“GST”** means goods and services tax charged under the Excise Tax Act.
- (m) **“QST”** means the Québec Sales Tax charged under the Act Respecting the Québec Sales Tax.
- (n) **“IP”** means patents, copyright, trade marks, service marks, trade names, domain names, get-ups, inventions, registered and unregistered design rights, database rights, integrated circuit topography, geographical indications and all other similar rights of whatever nature wherever in the world arising, in each case:
  - (i) whether registrable or not;
  - (ii) whether registered or not;
  - (iii) including any application to protect or register such rights;
  - (iv) including all renewals and extensions of such rights or applications;
  - (v) whether vested, contingent or future; and

- (vi) wherever existing.
- (o) **“Invitation to Tender”** means the invitation to participate in the tender for the provision 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 document and form enclosed.
- (p) INTENTIONALLY LEFT BLANK
- (q) **“Letter of Acceptance”** means the letter issued by the Authority accepting the Contractor’s Tender Offer.
- (r) **“Losses”** means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of a court, arbitral or expert award.
- (s) **“Moral Rights”** means the Right to be Identified and other moral rights that may accrue to authors of Works in Singapore or any territory of the world, and includes any similar rights accorded to a performer
- (t) **“Parties”** means the Authority and the Contractor, and **“Party”** means any one of them.
- (u) **“Payee”** in relation to a Receivable, means the person specified in the Contractor’s invoice to the Authority as the payee of such Receivable.
- (v) **“personal data”** shall have the same meaning as its definition in the Personal Data Protection Act 2012.
- (w) **“Personnel”** in relation to a person, means a director, officer, employee or agent of that person, or any individual engaged by that person under a contract for service.
- (x) **“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, as amended from time to time in accordance with the Contract.
- (y) INTENTIONALLY LEFT BLANK
- (z) **“Purchase Order”** means an order issued by the Authority, making reference to the Contract, to purchase the Goods and/or Services.
- (aa) **“Receivables”** means the amounts payable by the Authority to the Contractor under the Contract, subject to the Authority’s rights against the Contractor



under the Contract, at law or in equity, including the Authority's rights of deduction and set-off.

- (bb) **“Requirement Specifications”** means the specifications set out in Part 5 of the Invitation to Tender and any amendment or addition to the aforesaid as may be mutually agreed in writing between the Parties from time to time.
- (cc) **“Right to be Identified”** means the right to be identified as the author of a Work, that may accrue to authors of Works and includes any similar right accorded to a performer
- (dd) **“C\$”, “\$” or “CAD”** means the lawful currency of Canada.
- (ee) **“Service Personnel”** means all Personnel (including Personnel of the Subcontractors) provided by or to be provided by the Contractor to perform the Contract.
- (ff) **“Services”** means the services proposed in the Contractor's Tender Offer as being capable of meeting the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to provide under the Contract, and such other services as may be agreed in writing between the Parties to be provided by the Contractor.
- (gg) **“Statutory Board”** means a body corporate established by or under written law to perform or discharge any public function under the supervisory charge of a ministry or organ of state.
- (hh) **“Subcontractor”** means any person, firm or company engaged by the Contractor to perform any part or parts of the Contractor's obligations and includes the Subcontractor's duly appointed representatives, successors and permitted assignees and the Subcontractor's subcontractors.
- (ii) **“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.
- (jj) **“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.
- (kk) **“Tenderer”** means a person or its permitted assignees 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.

- (ll) **“Work”** shall have the same meaning as the definition of “work” in the Copyright Act 2021.
- (mm) **“Working Day”** means a day which is not a Saturday, Sunday or a public holiday in Montréal, Canada.
- (nn) **“Singapore Reception”** means the stand-up cocktail dinner reception scheduled to be held on 25 September 2025 at Grand Quay, Port of Montreal

A1.2 In the Contract, unless a contrary intention appears:

- (a) words in the singular include the plural and vice versa where the context requires;
- (b) the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;
- (c) references to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality);
- (d) a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;
- (e) any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation;
- (f) “month” means calendar month and “day” means calendar day; and
- (g) for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

## **A2. SCOPE OF CONTRACT**

A2.1 The Contractor must carry out and complete the provision of all items of Goods and Services in accordance with the Contract.

## **A3. CARE AND DILIGENCE**

A3.1 The Contractor must with due care and diligence carry out its obligations to the Authority under the Contract.

A3.2 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 performance of the Services under the Contract.

#### **A4. REMOVAL AND REPLACEMENT**

A4.1 The Authority may reject any Goods that are found on delivery, or upon installation where installation is required, to be:

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

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

- (i) provide a replacement for the Rejected Goods immediately at the Contractor’s own expense; and
- (ii) collect the Rejected Goods at the Contractor’s own expense within seven (7) days after the date of notification by the Authority and failing which, the Authority shall have the right:
  - (A) to claim from the Contractor storage charges and other expenses incurred in relation to the Rejected Goods until collection by the Contractor or disposal in accordance with sub-clause (B) below, whichever is earlier; and
  - (B) if the Rejected Goods are not collected after one (1) month after the date of notification by the Authority, to dispose of the Rejected Goods in any way the Authority deems fit and claim all expenses incurred thereby from the Contractor,

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

A4.2 The Authority may reject any Services that are not performed in accordance with the Contract or with reasonable care, skill and diligence, and if so required by the Authority, the Contractor must re-perform such rejected Services at the Contractor’s own expense.

A4.3 Where any Goods or Services are rejected by the Authority pursuant to Clause A4.1 or Clause A4.2 or pursuant to any other provision of law, the Contractor shall be deemed to have completely failed to deliver such Goods and perform such Services.

A4.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause A4 or otherwise) shall be borne by the Contractor at all times and possession shall be deemed to have never passed to the Authority.

## **A5. PAYMENT**

A5.1 The Contractor must invoice the Authority in accordance with Clause A5.4 after receipt by the Authority of all the Goods and Services.

A5.2 Subject to compliance with Clause A5.1, the Authority must pay the Contractor within **thirty (30)** days after the date of the invoice by wire transfer, or such other mode of payment as the Authority and the Contractor may agree. The Contractor must provide the Authority with the relevant payment details for such mode of payment within **thirty (30)** days after the date of the Letter of Acceptance.

A5.3 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.

A5.4 If requested by the Authority, the Contractor must submit to the Authority invoices through the electronic invoicing system maintained by the Authority and such other documents through such means and format as may be specified by the Authority for the purposes of making payment.

A5.5 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.

A5.6 The Contract Price is exclusive of any GST/QST chargeable on the provision of goods and services to the Authority by the Contractor under the Contract. If the Contractor is a taxable person under the Excise Tax Act and the Act Respecting the Québec Sales Tax, the Authority must reimburse the Contractor for any GST/QST chargeable by the Contractor on the provision by the Contractor of goods or services under the Contract.

A5.7 Any invoice or other request for payment of monies due to the Contractor under the Contract must, if it is a taxable person for the purpose of the Excise Tax Act and the Act Respecting the Québec Sales Tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of any subsidiary legislation made under the Excise Tax Act and the Act Respecting the Québec Sales Tax.

A5.8 INTENTIONALLY LEFT BLANK

## **A6. TAXES, FEES AND DUTIES**

- A6.1 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 Personnel in carrying out its obligations under the Contract.
- A6.2 If the Authority receives a request from the tax authorities or otherwise decides to pay on behalf of the Contractor or the Contractor's Personnel, 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 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.
- A6.3 In the event that withholding taxes are imposed by the tax authorities on any payment due under the Contract, the Contractor must bear all such withholding taxes and 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.

## **A7. DELAY IN DELIVERY AND PERFORMANCE**

- A7.1 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 A11.1), to cancel all or any such Goods or Services from the Contract without compensation and obtain them from other sources (the "**Replacement Goods and Services**") and all increased costs thereby incurred shall be borne by the Contractor provided that the quantity of the Replacement Goods and Services so obtained shall not exceed the quantity stated in the Contract.

## **A8. COMPLIANCE WITH LAW**

- A8.1 The Contractor must, at its own cost, obtain and maintain all licences, permits, certifications, approvals, registrations and authorisations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.
- A8.2 The Contractor must, 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.

## **A9. INTENTIONALLY LEFT BLANK**

## **A10. GIFTS, INDUCEMENTS AND REWARDS**

A10.1 The Authority shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any Losses resulting from such termination or rescission if:

- (a) any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or
  - (ii) showing favour or disfavour to any person in relation to any contract with the Authority; or
- (b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

A10.2 In this Clause A10:

**“Anti-Corruption Laws”** means:

- (a) Chapter 9 of the Penal Code 1871;
- (b) the Prevention of Corruption Act 1960; and
- (c) any other applicable law including any foreign law which:
  - (i) prohibits the conferring of any gift, payment or other benefit on any person or any Personnel or adviser of such person; or
  - (ii) is broadly equivalent to the laws set out in paragraph (a) or (b) or which has as its objective the prevention of corruption.

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

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

## **A11. TERMINATION**

A11.1 If any of the following events occur, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice to the Contractor:

- (a) an Event of Default has occurred (not being a default covered by any other sub-clause of Clause A11.1) and:
  - (i) the Contractor fails to remedy the Event of Default within **fourteen (14)** days after the date of the written notice from the Authority to do so; or
  - (ii) the Event of Default is not capable of being remedied within a reasonable time;
- (b) the Contractor is in breach of any of its obligations under the Contract, and such breach results, or is likely to result, in damage to the reputation of the Civil Aviation Authority of Singapore
- (c) the Contractor is in material breach of any of its obligations under the Contract;
- (d) a breach by the Contractor of Clause A8 (Compliance with Law) or Clause A17 (Subcontract, Transfer and Assignment);
- (e) a breach by the Contractor of Clause B7 (Confidentiality and Security);
- (f) a breach by the Contractor of Clause B8 (Data Protection); or
- (g) any action is contemplated or any legal proceeding is commenced against the Contractor alleging infringement of IP rights.

A11.2 If any of the following events occur, the Authority shall, to the extent permitted by law, be entitled to terminate the Contract with immediate effect by written notice to the Contractor, and the Contractor shall have no claim for any damages or compensation:

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

dies;

- (e) legal proceedings alleging insolvency are brought against the Contractor;
- (f) any application is made for the winding-up, bankruptcy or dissolution of the Contractor; or
- (g) the Contractor enters into any composition or arrangement with creditors.

A11.3 If the Contract is terminated, the following shall apply:

- (a) termination shall be without prejudice to any rights or obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (b) the Contractor must forthwith refund to the Authority all amounts paid to the Contractor under the Contract, less the price of the Goods and Services which have been accepted by the Authority as at the date of termination;
- (c) the Contractor must immediately deliver property belonging to or provided by the Authority pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress if so requested by the Authority);
- (d) in the event of a termination pursuant to Clause A11.1 or A11.2, the Authority shall have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred must be paid by the Contractor, and the Contractor must give reasonable assistance to the incoming contractors; and
- (e) in the event of a termination pursuant to Clause A11.1(g), the Authority shall have the right to return any Goods which have been provided to the Authority as at the date of termination, and the Contractor must forthwith refund to the Authority all amounts paid to the Contractor under the Contract in respect of such Goods

A11.4 For the purposes of this Clause A11:

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



A11.5 Nothing in this Clause A11 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.

## **A12. FORCE MAJEURE**

A12.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control ("**Force Majeure Event**"), except that whenever possible the affected Party shall resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For the purposes of the Contract, "**Force Majeure Event**" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, epidemics or pandemics, and other catastrophes.

A12.2 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.

A12.3 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.

A12.4 Failure of the Contractor's Subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the reasonable control of the Contractor.

## **A13. CORRESPONDENCE**

A13.1 Any notice ("**Notice**") shall be in writing and shall be deemed to have been duly given when it is delivered by hand or by prepaid registered post or electronic mail to the Party as follows:

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

**Permanent Mission of Singapore to ICAO**  
999 Robert-Bourassa Boulevard, Suite 10.25  
Montréal, Québec  
H3C 5J9 Canada

A13.2 Either Party may change its address and electronic mail address referred to above by giving the other Party written notice of the change.

A13.3 A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours after sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

#### **A14. LANGUAGE**

A14.1 The Contractor must ensure that all data, documents, descriptions, diagrams, books, catalogues, instructions, markings for the Goods and correspondence are written in readily comprehensible English language.

#### **A15. CONSORTIUM**

A15.1 As used in the Contract, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

A15.2 Where the Contractor is a Consortium, the following shall apply:

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

A15.2.1 Each member of the Consortium shall be jointly and severally responsible and liable to the Authority for the due performance of the Contract.

##### *Addition of members to Consortium*

A15.2.2 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

A15.2.3 Should any additional member be added to the Consortium at any time with the approval of the Authority pursuant to Clause A15.2.2, such additional member shall be deemed to be included in the expression “the Contractor”.

##### *Withdrawal from Consortium*

A15.2.4 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

- a) the Contract shall continue and not be terminated, and

- b) the remaining member(s) of the Consortium must carry out and complete the Contract.

#### **A16. INDEPENDENT CONTRACTOR**

A16.1 For the purposes of the Contract, the Contractor shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the Authority.

#### **A17. SUBCONTRACT, TRANSFER AND ASSIGNMENT**

A17.1 The Contractor must not, without the prior written consent of the Authority, subcontract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

A17.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of its Subcontractors and their Personnel.

#### **A18. DEFAULT INTEREST**

A18.1 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 8%.

#### **A19. REMEDIES**

A19.1 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.

#### **A20. VARIATION**

A20.1 No variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of both Parties.

## **A21 WAIVER**

A21.1 No failure or delay on the part of any Party in exercising any right under the Contract, or at law or in equity, shall operate as a release or waiver thereof.

A21.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.

A21.3 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.

## **A22. SET-OFF**

A22.1 Whenever under the Contract any sum of money (including any damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with the Authority.

## **A23. ENTIRE AND WHOLE AGREEMENT**

A23.1 The Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

## **A24. SEVERABILITY**

A24.1 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.

## **A25. RIGHTS OF THIRD PARTIES**

A25.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Contract.

## **A26. SURVIVING PROVISIONS**

A26.1 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 A10 (Gifts, Inducements and Rewards), A11.3 and A11.5 (Termination), A13 (Correspondence), A18 (Default Interest), A19 (Remedies), A21 (Waiver), A22 (Set-off), A23 (Entire and Whole Agreement), A24 (Severability), A25 (Rights of Third Parties), A26 (Surviving Provisions), A27 (Governing Law), A28 (Escalation of Disputes), A29 (Mediation) and A30 (Dispute Resolution), shall survive the termination or expiry of the Contract.

## **A27. GOVERNING LAW**

A27.1 The Contract shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

## **A28. ESCALATION OF DISPUTES**

A28.1 In the event of any dispute arising out of or relating to the Contract or its subject matter or formation (a “**Dispute**”), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an “**Officer**”) who shall negotiate in good faith with a view to resolution of such Dispute.

A28.2 If such Dispute is not resolved by agreement between the Officers within fourteen (14) working days after the date of referral of the Dispute to the Officers, any Party may proceed to:

- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
- (b) give the other Party written notice for mediation as contemplated in Clause A29 (Mediation).

## **A29. MEDIATION**

A29.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clauses A28 and A29.3, 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 Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance

with this Clause A29.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.

A29.2 A Party who receives a written notice for mediation from the other Party must consent and participate in the mediation process in accordance with this Clause A29.

A29.3 The mediation session is to commence no later than **ninety (90)** days after the date of the written notice of mediation failing which either Party may proceed to dispute resolution.

A29.4 Clause A29.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:

A29.4.1 the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and

A29.4.2 the proceedings relating to such Dispute are not:

- (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act 1984; or
- (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

A29.5 Failure to comply with Clause A29.1 or A29.2 shall be deemed to be a breach of the Contract.

### **A30 DISPUTE RESOLUTION**

A30.1 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the jurisdiction of such courts.

## **B. COMPENDIUM OF ADDITIONAL CLAUSES**

### **B1. COMMENCEMENT AND DURATION OF CONTRACT**

- B1.1 The Contract shall commence on the date of commencement stated in the Letter of Acceptance or any other formal agreement executed between the Parties, and shall remain in force for a period of eight (8) months (“the **Initial Contract Period**”)
- B1.2 The Authority shall have the option to extend the Initial Contract Period by one or more consecutive periods as required by the Authority, provided the cumulative period of extension shall not exceed two (2) months in total, on the same terms and conditions contained in the Contract and on any other terms that may be mutually agreed in writing between the Parties. The Authority must exercise such option by giving at least one (1) month written notice to the Contractor.

### **B2. PROVISION OF GOODS AND SERVICES AS AND WHEN REQUIRED BY THE AUTHORITY**

- B2.1 The Authority may engage the Contractor for the provision of Goods or Services from time to time by issuing a Purchase Order.
- B2.2 All Purchase Orders shall state the Goods or Services to be supplied and shall also state the aggregate Tender Price of all Goods and Services specified in such Purchase Order.
- B2.3 Where the Contractor receives, during the period of the Contract, any Purchase Order for Goods or Services, the Contractor must provide the Goods and Services specified in the Purchase Order in accordance with the Contract.
- B2.4 The Authority shall be under no obligation to purchase any Goods or Services except to the extent of a Purchase Order for Goods or Services issued by the Authority.

### **B3. OPTION TO PURCHASE**

- B3.1 The Contractor grants the Authority in respect of each item specified as an option item in the Requirement Specifications or the Price Schedule (each, an “**Option Item**”), an option to purchase such Option Item (each, an “**Option to Purchase**”).
- B3.2 Each Option to Purchase shall be exercisable by written notice given by the Authority to the Contractor before the deadline for the exercise of the Options to Purchase as specified in the Requirement Specifications or the Price Schedule.
- B3.3 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.

## **B.4 WARRANTY**

B4.1 In the Contract, “**Warranty Period**” in respect of Goods or Services, means the period of two (2) days 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.

B4.2 Where during the Warranty Period, any Goods are found to:

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

**(the “Defective Goods”),**

then unless the Contractor can show that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor must, at its own expense, replace, rectify or completely repair the Defective Goods within six (6) hours. The Warranty Period shall be extended by a period equivalent to the period commencing on the date of the Authority’s notification of such Defective Goods to the date of receipt of the repaired/replaced Goods by the Authority.

B4.3 If any Service performed is found during the Warranty Period to be deficient or to be not in accordance with the Contract, the Contractor must at the instructions of the Authority, complete the re-performance of the same, at the expense of the Contractor immediately upon 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.

B4.4 The Authority’s rights and remedies under this Clause B4 are independent of and without prejudice to any other rights and remedies of the Authority.

## **B5. LIMITATION OF LIABILITY**

B5.1 The aggregate liability of the Contractor to the Authority in respect of all breaches under the Contract shall not exceed the Contract Price.

B5.2 The aggregate liability of the Authority to the Contractor in respect of all breaches under the Contract shall not exceed the Contract Price.

B5.3 None of the limitations contained in this Clause B5 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, any Subcontractor, or any of their respective Personnel;
- (d) under Clause B12 (Moral Rights and Intellectual Property Indemnification); or
- (e) Under any indemnity provided under the Contract (other than a claim by the Authority against the Contractor relating to the Contractor's breach of the Contract).

## **B6. CONTRACTOR'S PERSONNEL**

B6.1 The Contractor must provide all necessary personnel who are competent and have the adequate skills and required professional certifications (where applicable) for the performance of the Contract.

B6.2 Upon request by the Authority, the Contractor must provide the following to the Authority:

- (a) the names and particulars (in such form as may be required by the Authority) of the Service Personnel;
- (b) evidence of the competency and professional certifications of the Service Personnel, in such format as may be required by the Authority; and
- (c) all documents and declarations as the Authority may require for the purposes of security clearance.

B6.3 INTENTIONALLY LEFT BLANK

B6.4 INTENTIONALLY LEFT BLANK

B6.5 INTENTIONALLY LEFT BLANK

B6.6 INTENTIONALLY LEFT BLANK

## **B7. CONFIDENTIALITY AND SECURITY**

B7.1 Except with the prior written consent of the Authority, the Contractor must:

- (a) treat as strictly confidential and not disclose any Confidential Information to any person, save that Confidential Information may be disclosed to Personnel of the Contractor or its Subcontractors to the extent such disclosure is reasonably necessary for the performance of the Contractor's obligations under the Contract; and

- (b) only use the Confidential Information for the sole purpose of performing the Contractor's obligations under the Contract and must not use it for any other purpose.
- B7.2 The Contractor must take all reasonable precautions in dealing with Confidential Information to prevent any unauthorised person from having such access to such Confidential Information. The Contractor must procure that all its Personnel and those of its Subcontractors to whom Confidential Information is to be made available observe the obligations contained in this Clause B7 and must, at the request of the Authority, procure that each of its Personnel and those of its Subcontractors sign an undertaking to safeguard official information in the form set out in Part 9, if they have not already done so.
- B7.3 The Contractor must not publish or release, and must not allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Authority.
- B7.4 For the purposes of this Clause B7, "**Confidential Information**" means any information received or obtained as a result of entering into the Contract (or any agreement entered into pursuant to the Contract), including:
  - (a) information which relates to the Authority;
  - (b) information which relates to the existence or the provisions of the Contract or any Purchase Order, or of any agreement entered into pursuant to the Contract; or
  - (c) any analysis, compilation, note, study, memoranda or other document derived from, containing or reflecting such information,but does not include information that is:
  - (i) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Contractor, any Subcontractor, or any of their respective Personnel;
  - (ii) lawfully in the possession of the Contractor or already known to the Contractor on a non-confidential basis prior to the Contractor receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or
  - (iii) independently developed by the Contractor.
- B7.5 The Contractor shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Contractor pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction,

provided the Contractor must, to the extent practicably possible and permissible by law or regulations, give the Authority prompt and prior notice of any such requirement and must cooperate with the Authority to limit the scope of such disclosure to the maximum extent legally possible.

B7.6 No later than seven (7) days after the termination or expiry of the Contract:

(a) the Contractor must:

- (i) return all Confidential Information received from the Authority for the purpose of the Contract or produced in the course of performing its obligations under the Contract without keeping any copy thereof; and
- (ii) secure erase and destroy all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever,
- (iii) provided that the Contractor may retain any Confidential Information as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body ("**Applicable Provisions**"), without prejudice to its confidentiality obligations in relation to such Confidential Information contained in this Clause B7; and

(b) the Contractor must upon completion of the obligations under Clause B7.6(a), provide a written confirmation to the Authority that it has complied with Clause B7.6(a). Such written confirmation must (i) include a description of all Confidential Information it is required to retain under the Applicable Provisions, and (ii) cite the specific Applicable Provisions it is relying on to retain such Confidential Information.

B7.7 The Contractor must immediately notify the Authority where the Contractor becomes aware of any breach of this Clause B7 by its Personnel, any Subcontractor or any of the Subcontractor's Personnel and cooperate at its own costs with the Authority to limit the extent and impact of such breach.

B7.8 This Clause B7 shall survive the termination or expiry of the Contract.

## **B8. DATA PROTECTION**

### **B8.1 Data Protection**

B8.1.1 The Contractor must not, and must ensure that all of its Personnel, and its Subcontractors and their Personnel do not, access, monitor, use or process data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.

B8.1.2 The Contractor must not, and must ensure that all of its Personnel, and its Subcontractors and their Personnel do not, disclose any data obtained or held in connection with the Contract without the prior written consent of the Authority. Any

request for the Authority's consent under this Clause B8 must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Contractor's obligations under the Contract.

B8.1.3 The Contractor must not cause or permit personal data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Canada, or allow parties outside Canada to have access to such personal data, unless (in each case) with the prior written consent of the Authority and subject to such conditions as the Authority may impose. Any request for the Authority's consent under this Clause B8 must include an explanation of why the proposed transfer is necessary for the purposes of fulfilling the Contractor's obligations under the Contract. If consent is granted for the transfer of personal data outside Canada, the Contractor must provide a written undertaking that the personal data which is transferred outside Canada will be protected to a comparable standard as it is protected under the Personal Data Protection Act 2012.

B8.1.4 The Contractor must immediately notify the Authority when it becomes aware of, or has reason to suspect the occurrence of, a breach of Clauses B8.1.1 to B8.1.3 by itself or any Subcontractor.

B8.1.5 The Contractor must immediately notify the Authority as soon as it becomes aware, or has reason to suspect, that a disclosure of data may be required by law and cooperate and comply at its own cost with the Authority's reasonable requests and directions.

B8.1.6 The Contractor must ensure that all personal data obtained or held in connection with the Contract and any copy thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of the Contract is within 21 days after the expiry or termination of the Contract. Any personal data that is retained by the Contractor after such personal data is no longer necessary for the purposes of its performance of the Contract, or without the written authorisation of the Authority, is a breach of the Contract. No later than 21 days after the termination or expiry of the Contract, the Contractor must provide a written confirmation to the Authority that it is no longer in possession of any personal data obtained or held in connection with the Contract or copies thereof, regardless of the medium of storage.

B8.1.7 The Contractor must, and must ensure that its Personnel and its Subcontractors and their Personnel shall, in performing its obligations under the Contract comply with all applicable personal data laws (including the Personal Data Protection Act 2012). The Contractor must keep the Authority indemnified against all penalties and liabilities of every kind for the breach of all such laws and obligations.

## **B8.2 INTENTIONALLY LEFT BLANK**

## **B8.3 SURVIVAL**

B8.3.1 This Clause B8 shall survive the termination or expiry of the Contract.

## **B9. INTENTIONALLY LEFT BLANK**

## **B10 LOSSES**

B10.1 The Contractor must indemnify and keep indemnified the Authority against any and all Losses sustained, incurred, paid by or suffered by the Authority arising out of or in connection with any act or omission on the part of the Contractor, any Subcontractor or any of their respective Personnel (the “**Contractor Parties**”) unless the Contractor can show that:

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

B10.2 This Clause B10 shall survive the termination or expiry of the Contract.

## **B11. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

B11.1 All IP in the Deliverables created by the Contractor, its Subcontractors or suppliers, or any of their respective Personnel, shall vest in the Authority.

B11.2 The Contractor:

- (a) assigns and transfers absolutely to the Authority all rights, title and interests in the IP in the Deliverables free from all encumbrances whatsoever; and
- (b) must procure that its Subcontractors and suppliers, and the Personnel of the Contractor, its Subcontractors and suppliers, assign and transfer absolutely to the Authority all rights, title and interests in the IP in the Deliverables free from all encumbrances whatsoever.

The Contractor further warrants that it shall have the authority to effect the necessary transfer, assignment or other assurance for the IP in the Deliverables to vest in the Authority when called upon by the Authority to do so.

B11.3 The Contractor must:

- (a) where the Contractor uses any Contract Work in the course of performing the Contract, without prejudice to the generality of Clause B12.1, ensure that the use of Contract Works by the Contractor does not infringe any Moral Right;
- (b) where the Contract contemplates that any Deliverable may be used in public or where it would be reasonable to expect any Deliverable to be used in public, ensure that all such Deliverables:

- (i) include an attribution to all individuals having the Right to be Identified in respect of such Deliverables, unless the Authority instructs otherwise in writing; and
- (ii) would not infringe any Moral Right if used in the form provided by the Contractor to the Authority.

B11.4 The Contractor is to preferably describe in its Tender Offer how it intends to comply with Clause B11.3.

B11.5 The Contractor acknowledges that the Authority may wish to attribute Deliverables to the persons who created the Deliverables (each, a “**Creator**”), including in situations where such Creators do not have the Right to be Identified. Upon the Authority’s request, the Contractor must use reasonable endeavours to provide to the Authority the names of all Creators (including those covered by Clause B11.3(b)(i)), and such other information as the Authority may require to attribute the Deliverables to such Creators.

B11.6 Where the identity of any Creator of a Deliverable is not generally known and cannot reasonably be ascertained by the Contractor, the Contractor may satisfy its obligations under Clauses B11.3(b)(i) and B11.5 by:

- (a) providing to the Authority a list of all such Deliverables, and in respect of each such Deliverable, describe the steps taken by the Contractor to ascertain the identity of the Creator; and
- (b) upon becoming aware of the identity of such Creator, immediately providing to the Authority the name of the Creator and such other information as the Authority may require to attribute the Deliverable to the Creator.

B11.7 INTENTIONALLY LEFT BLANK

B11.8 For the avoidance of doubt, any IP in any result, report, data or information generated or produced by the Authority or another person on behalf of the Authority as a result of the Contract shall be owned by the Authority.

B11.9 The Contractor undertakes to do all acts and things and sign and execute all such documents as the Authority may reasonably request to perfect, protect or enforce any of the rights granted or promised to the Authority under this Clause B11 or to give full effect to this Clause B11.

B11.10 In the Contract:

“**Deliverables**” means the proposals, solutions, reports, documents, materials and any other items that the Contractor has to deliver to the Authority under the Contract.

B11.11 This Clause B11 shall survive the termination or expiry of the Contract.

## **B12. MORAL RIGHTS AND INTELLECTUAL PROPERTY INDEMNIFICATION**

B12.1 The Contractor:

- (a) represents, warrants and undertakes to the Authority that all Goods and Services provided 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 Moral Right or any right or interest of any third party in IP; and
- (b) must give the Authority prompt notice in writing of any claim of infringement of any such Moral Right or right or interest made by any third party.

B12.2 The Contractor must indemnify the Authority and its Personnel against all Losses which the Authority or its Personnel may at any time and from time to time incur or suffer by reason of:

- (a) any breach of Clause B11 or Clause B12.1;
- (b) any claim of infringement or alleged infringement of any Moral Right in any Contract Work; or
- (c) 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.

B12.3 Without prejudice to the Authority's right to defend a claim alleging such infringement, the Contractor must, if requested by the Authority but at the Contractor's expense, defend such claim. The Contractor must observe the Authority's directions relating to the defence or negotiation for settlement of such claim.

B12.4 The Authority must, if requested but at the Contractor's expense, provide the Contractor with reasonable assistance in conducting the defence of such claim.

B12.5 If use of any Contract Work is alleged to infringe any Moral Right or any of the Goods or Services provided 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 to avoid the infringement but still meeting the obligations of the Contractor under the Contract (in which event the Contractor must 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.

B12.6 All royalties and fees claimable by or payable to any person for or in connection with any (i) Moral Right in any Contract Work or (ii) 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.

**B12.7 INTENTIONALLY LEFT BLANK**

B12.8 This Clause B12 shall survive the termination or expiry of the Contract.

**B13. INTENTIONALLY LEFT BLANK**

**B14. INTENTIONALLY LEFT BLANK**

**B15. BUSINESS CONTINUITY AND DISASTER RECOVERY**

B15.1 The Contractor must have in place, and maintain, business continuity and disaster recovery plans in respect of the Services to ensure minimal disruption to the Singapore Reception, even if the Services are disrupted by any event (including a Force Majeure Event). The Contractor must submit its proposed Business Continuity and Disaster Recovery Plans to the Authority for approval.

B15.2 The Business Continuity and Disaster Recovery Plans must be in place as long as the Contract is in force.

B15.3 The Contractor undertakes to procure that each of its Subcontractors also has in place business continuity and disaster recovery plans that are necessary and adequate for business continuity risk management purposes and to enable such Subcontractors to perform the activities contemplated under the Contract, as far as reasonable, in accordance with the standards set out in the Contract which are applicable to the Contractor.

B15.4 For the purposes of the Contract, "**Business Continuity and Disaster Recovery Plans**" means the business continuity and disaster recovery plans approved by the Authority pursuant to Clause B15.1.

**B16. EXIT MANAGEMENT**

B16.1 During the Transition Period, the Contractor must, 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.

B16.2 In the Contract:



**“Transition Period”** means:

- (a) the period of two (2) months before the expiry or termination of the Contract;  
or
- (b) where the notice period for termination of the Contract is shorter than the period referred to in Clause 16.2a, the period of one (1) month commencing on the date of notice of such termination.

B16.3 This Clause B16 shall survive the termination or expiry of the Contract.

## **B17. INSPECTION**

B17.1 The Contractor must allow the Authority to conduct investigations, audits or inspections at any location in which the Contractor is providing or has provided Goods and Services under the Contract, for the purpose of ensuring proper compliance with the Contract. The costs of conducting any such investigation, audit or inspection shall be borne by the Authority.

B17.2 The Contractor must cooperate with and provide all support, information and assistance necessary to the Authority or the auditor (including access to the Contractor’s financial records) for the conduct of the investigations, audits or inspections referred to in Clause B17.1 at no charge to the Authority. The Authority shall have the right to conduct spot-checks on the Contractor for the purpose of such investigations, audits or inspections.

B17.3 All investigations, audits or inspections referred to in Clause B17.1 must be in the form of a government audit, or a third-party audit conducted by a reputable audit firm acceptable to the Authority.

## **B18. TERMINATION FOR CONVENIENCE**

B18.1 The Authority shall have the right to terminate the Contract for convenience by giving at least one (1) month’s written notice to the Contractor without having to assign any reason. Upon receipt of such written notice, the Contractor must cease or reduce its work according to the tenor of the notice, and must forthwith take reasonable steps to mitigate its losses consequent thereto. The Authority shall pay to the Contractor the compensation as determined in accordance with Clauses B18.2 to B18.5 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 B18.1.

B18.2 Within seven (7) days after receiving a written notice pursuant to Clause B18.1, the Contractor may, subject to Clauses B18.3 to B18.5, submit a claim, duly substantiated, to the Authority for compensation.

B18.3 The Contractor must set out its claim in a report on an itemised basis and the report must contain such information that the Authority may reasonably require. The compensation:

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

B18.4 If the Parties fail to reach an agreement on the compensation sum set out in the Contractor's report, the report must be submitted to an independent public accountant or valuer for verification of compliance with Clause B18.3, with any doubt as to whether the costs were reasonably incurred or were reasonable in amount to be resolved in favour of the Authority. The appointment of such independent public accountant or valuer shall be subject to the Authority's approval, and the cost of such appointment shall be borne by the Authority.

B18.5 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 after such agreement; or
- (b) the compensation sum in the report as verified or varied by the independent public accountant or valuer, if such compensation sum is submitted to an independent public accountant or valuer, within sixty (60) days after the date of the Authority's receipt of the report from the independent public accountant or valuer.

**Part 5**

**REQUIREMENT SPECIFICATIONS**

## REQUIREMENT SPECIFICATIONS

- 1 The Civil Aviation Authority of Singapore (“CAAS”), represented by the Permanent Mission of Singapore to ICAO, hereby invites tenders to provide catering services for a stand-up cocktail dinner reception (“Singapore Reception”) for international delegates attending the ICAO 42<sup>nd</sup> Assembly comprising Ministers, Directors-General, CEOs and aviation professionals from States, international aviation organisations and non-governmental organisations. The Singapore Reception will be held on **Thursday, 25 September 2025** in Montréal, Canada. The scope of the work includes proposing and delivering high-quality menu concepts that authentically represent the multicultural flavours of Singapore, i.e. Chinese, Indian, Malay, Eurasian (mix of European and Asian) and Peranakan (mix of Chinese and Malay). As the orchid is the national flower of Singapore and is widely used by all cultures in Singapore, its use in menu presentation, garnishing or thematic design is encouraged where appropriate. The appointed tenderer will further develop the menu concepts (in consultation with CAAS).
- 2 The Singapore Reception must provide for 1,600 guests while keeping to the capacity limits of the venue at any point in time of no more than 1,300 guests.
- 3 **Singapore Reception**
  - 3.1 Event Details

Item	Description
(a) Event Organiser	Civil Aviation Authority of Singapore (“CAAS”)
(b) Type of Event	Stand-up Cocktail Dinner Reception (“Singapore Reception”)
(c) Date of Event	25 September 2025, Thursday (confirmed)
(d) Timeline of Event (Estimated)	<p><u>25 September 2025 (Thursday)</u></p> <p>0900H to 1800H – Set-up of Venue</p> <p>1830H – Arrival of guests and start of reception (only drinks service)</p> <p>1900H to 1910H – Delivery of Speech by Host, service paused</p> <p>1910H – Service resumes, including opening of food stations and bars</p> <p>2230H to 2300H – End of reception and departure of guests</p> <p>2300H onwards – Dismantling and teardown</p>
(e) Venue	<p>Grand Quay, Port of Montréal 200 Rue de la Commune Ouest Montréal, Québec, Canada H2Y 4B2</p> <p>The event spaces cover the Pavilion, Promenade d’Iberville (green roof) and the Port of Montréal Tower. The floor plans are provided at <b>Annex B</b> and the dimensions can be found in the following links: 1) Pavilion: <a href="https://www.port-montreal.com/en/grand-quay/space-rental/event-spaces/rent-the-pavilion;">https://www.port-montreal.com/en/grand-quay/space-rental/event-spaces/rent-the-pavilion;</a></p>

Item	Description
	2) Promenade d'Iberville (green roof): <a href="https://www.port-montreal.com/en/grand-quay/space-rental/event-spaces/rent-the-promenade-d-iberville-green-roof">https://www.port-montreal.com/en/grand-quay/space-rental/event-spaces/rent-the-promenade-d-iberville-green-roof</a> 3) Port of Montréal Tower: <a href="https://www.port-montreal.com/en/grand-quay/space-rental/event-spaces/rent-tower">https://www.port-montreal.com/en/grand-quay/space-rental/event-spaces/rent-tower</a>
(f) Total number of guests expected	Total of 1,600 guests over 4 hours, with a maximum of 1,300 guests present at any one point in time
(g) Profile of Guests	High-level delegates from various States, International Civil Aviation Organization (ICAO) officials and other international organisations in the aviation industry
(h) Theme	<b>Singapore Heritage Night</b> <ul style="list-style-type: none"> <li>• Encapsulates Singapore's multicultural society, highlighting the richness of diversity through inclusivity</li> <li>• Focus on the amalgamation and blend of cultures in Singapore, such as Chinese, Indian, Malay, Eurasian (mix of European and Asian) and Peranakan (mix of Chinese and Malay), to convey the message of harmony and unity, rather than any distinct culture</li> <li>• The orchid is the national flower of Singapore and is widely used by all cultures in Singapore, hence its use in menu presentation, garnishing or thematic design is encouraged where appropriate</li> <li>• Some reference materials for the theme are provided in <b>Annex C</b></li> </ul>
(i) Contact Person	Ms. Kelly <u>Teo</u> or Ms. Valeria <u>Gutierrez</u>
(j) Contact Number	+1 514-568-5301 or +1 514-954-6118
(k) Contact E-mail	<a href="mailto:kteo@icao.delegations.org">kteo@icao.delegations.org</a> or <a href="mailto:Singapore@icao-delegations.org">Singapore@icao-delegations.org</a>

## 4 Requirements

### 4.1 Concept and Presentation

- (a) The tenderer shall demonstrate creativity in the menu, plating and layout of the food items, food presentation, use of cutlery, outfits of service staff, etc. ensuring alignment with the theme.
- (b) The tenderer will also be required to work with the appointed events management company to decorate the food and grilling stations, oyster and open bars.

### 4.2 Menu

- (a) The tenderer shall propose a menu, not exceeding C\$125/pax for food and drinks items; and
- (b) The menu should incorporate diverse culinary influences reflective of Singapore's multicultural heritage.

### 4.3 Food

- (a) The food menu shall be based on the following:
- (i) at least 2 varieties of oysters at the Oyster bars;
  - (ii) grilling stations at the terraces: Satay (Singapore-style meat skewers), other meat and seafood skewers;
  - (iii) 3 – 5 varieties of appetisers;
  - (iv) 5 – 7 varieties of mains;
  - (v) 3 – 4 varieties of vegetarian mains;
  - (vi) 3 – 4 varieties of desserts;
  - (vii) all food items shall not contain any pork/lard;
  - (viii) food items should be Singaporean inspired while catering to the tastes of the international guests;
  - (ix) variety of food items (from iii to vi) should not exceed 18, excluding the varieties under items (i) and (ii);
  - (x) food items should be of high quality and perceived value (e.g. type of meat, methods of preparation, key ingredients etc. to be specified)
  - (xi) all food items should be presented in an elegant manner and suitable for stand-up cocktail dinner reception, i.e. served in bite-sized and easy to eat while standing; and
  - (xii) food items from (ii) to (vi) should be served through butler-passed service and at food stations where guests can help themselves to the food at the following event spaces:
    - Pavilion (Main event hall);
    - 3 terraces adjacent to the Pavilion (Promenade d'Iberville (green roof)); and
    - Lobby (Level 1 of Port of Montreal Tower).
- (b) The tenderer shall propose the appropriate placement of food stations with a variety of food items, and frequency and flow of butler-passed service to ensure continuous availability and accessibility to guests throughout the event duration. Specifically, there should be the following “live” stations:
- Oyster bars: live shucking of oysters and at least one (1) other type of seafood; and
  - Grilling stations at the terraces: Satay (Singapore-style meat skewers), other meat and seafood skewers.
- (c) The tenderer shall ensure all food served meets high standards of quality and safety, and is responsible for maintaining consistency in food preparation, presentation and overall quality throughout the event.

### 4.4 Beverage

- (a) The tenderer shall propose and provide for open bar(s) at each of the event spaces stated in 4.3(a)(xii). The liquor license and all alcohol, including sparkling, red and white wine, spirits, base liquors and beer will be provided by CAAS.
- (b) The tenderer shall provide and serve cocktails (including mixers and garnishes), including the Singapore sling, two (2) bespoke cocktails and two (2) mocktails for the event.

- (c) The tenderer shall provide and serve all non-alcoholic beverages including, but not limited to the following:
  - (i) virgin versions of the cocktails;
  - (ii) fruit juices;
  - (iii) soft drinks
  - (iv) still and sparkling water;
  - (v) coffee; and
  - (vi) tea.
- (d) Shortlisted tenderer(s) by CAAS shall provide food tasting, paid for by CAAS, on the proposed menus and cocktails.

#### 4.5 Service staff

- (a) The tenderer shall propose and provide sufficient service staff to maintain an optimal guest experience, including;
  - (i) Head waiter(s);
  - (ii) Servers;
  - (iii) Chefs/Cooks;
  - (iv) Bussers;
  - (v) Bartenders; and
  - (vi) Food runners.
- (b) The tenderer shall ensure the outfits of the service staff include elements of the theme (e.g. scarves with orchid motifs or orchid corsages).
- (c) The tenderer shall ensure that all service staff provided are professional, friendly, proficient in English (proficiency in other language would be appreciated) and familiar with the menu served (i.e. able to interact and explain the menu to the international guests).
- (d) The tenderer shall provide a detailed service flow plan outlining the logistics for food service, including but not limited to;
  - (i) the sequence and timing of food service throughout the event;
  - (ii) the designated entry and exit points for butler-passed service to ensure seamless movement of staff; and
  - (iii) the placement and replenishment plan for food stations, oyster bars and grilling stations, including the type of food items at each station.
- (e) The tenderer shall submit the plan in 4.5(d) for review and approval by CAAS no later than 1 month before the event to allow for adjustments.

#### 4.6 Equipment

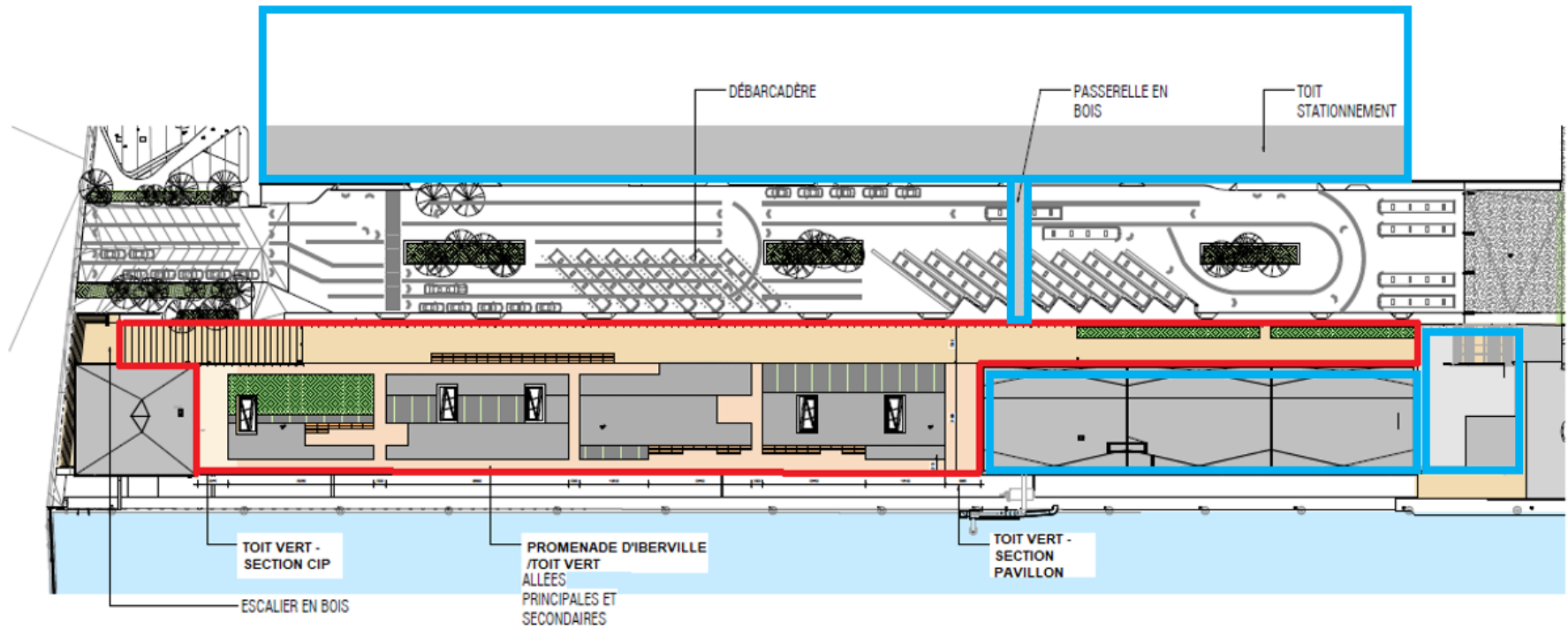
The tenderer shall provide all necessary equipment, utensils, glassware, crockery etc. for the preparation and serving of all food and beverages.

#### 4.7 Experience in catering

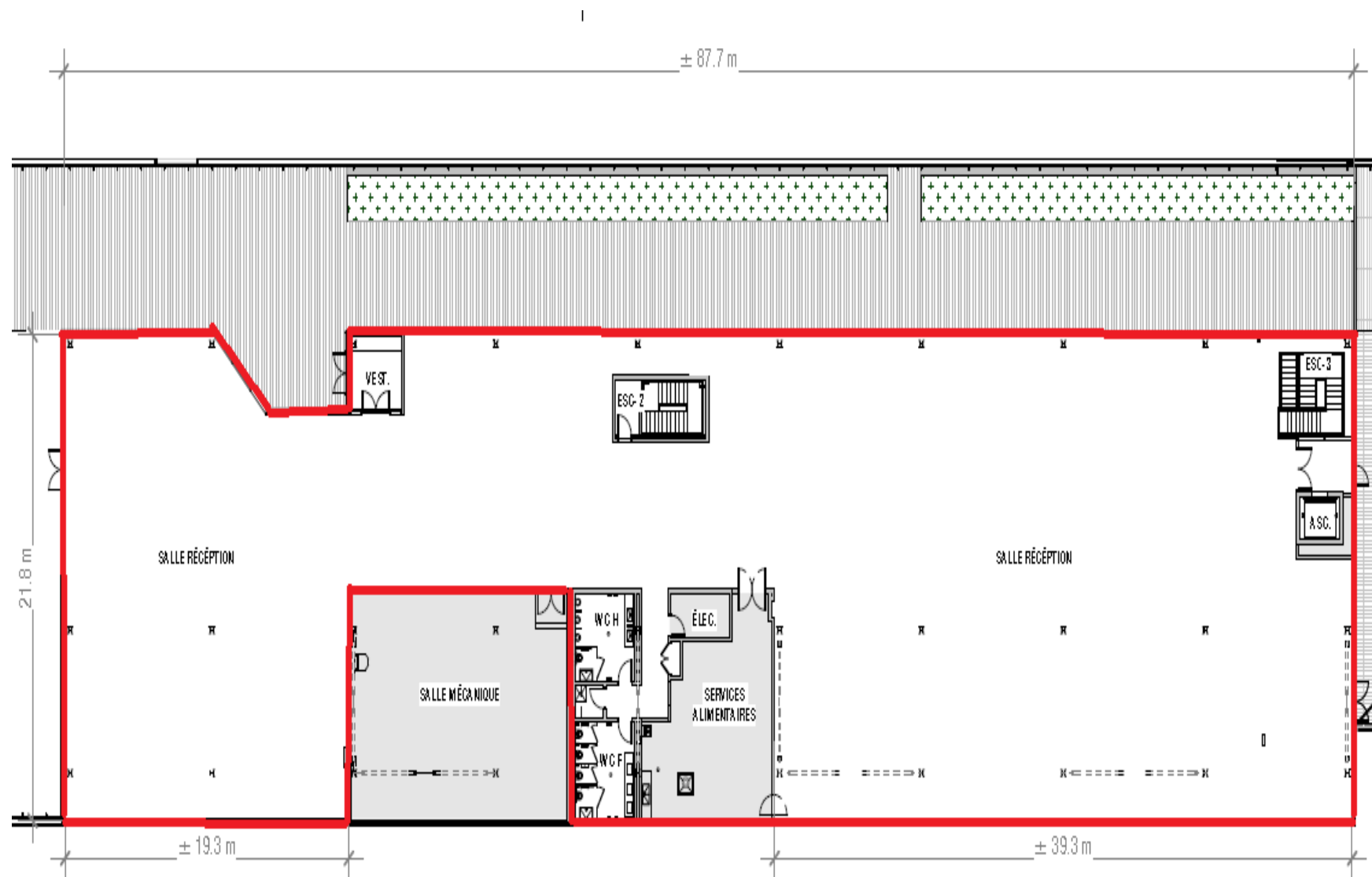
- (a) The tenderer shall have experience in catering for events of similar nature and scale for the last three (3) years.
  - (b) The tenderer shall communicate and work closely with other parties/suppliers (e.g. events management company, venue etc.) to ensure the smooth flow and execution of the event.
- 5 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.
- 6 CAAS reserves the rights to make adjustments to the proposal after the tender has been awarded.
- 7 **Documents required in the Tender Proposal**
- 7.1 The tenderer shall provide the following:
- (a) Form of Tender (Part 2 of this Invitation to Tender);
  - (b) a comprehensive proposal including, but not limited to, the following:
    - (i) concept and presentation (with graphics to aid in visualisation of the presentation);
    - (ii) food and drinks menu;
    - (iii) detailed service flow plan;
    - (iv) details of resource and equipment required;
    - (v) detailed company profile and track record of catering for events of similar scale for the last three (3) years; and
    - (vi) detailed cost breakdown of each of the required items and optional items;
  - (c) Information on Tenderer (Part 7 of this Invitation to Tender);
  - (d) Schedule of Tender (Part 8 of this Invitation to Tender);
  - (e) Statement of Compliance (Part 9 of this Invitation to Tender);
  - (f) Undertaking to Safeguard Official Information Form (Part 10 of this Invitation to Tender);
  - (g) Audited financial statements for the last three (3) years; and
  - (h) Any other information that is relevant to this tender.



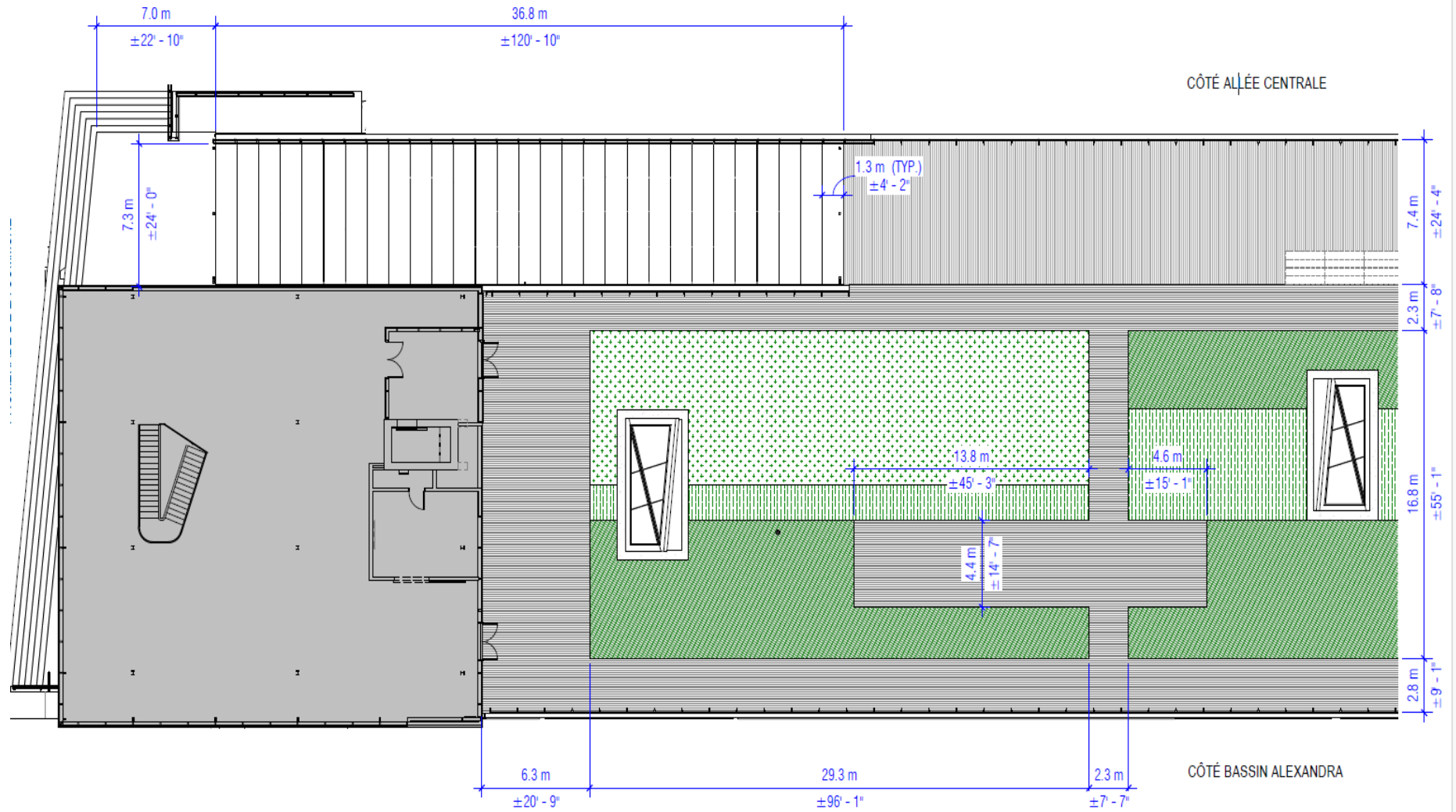
## Annex B – Floor Plan



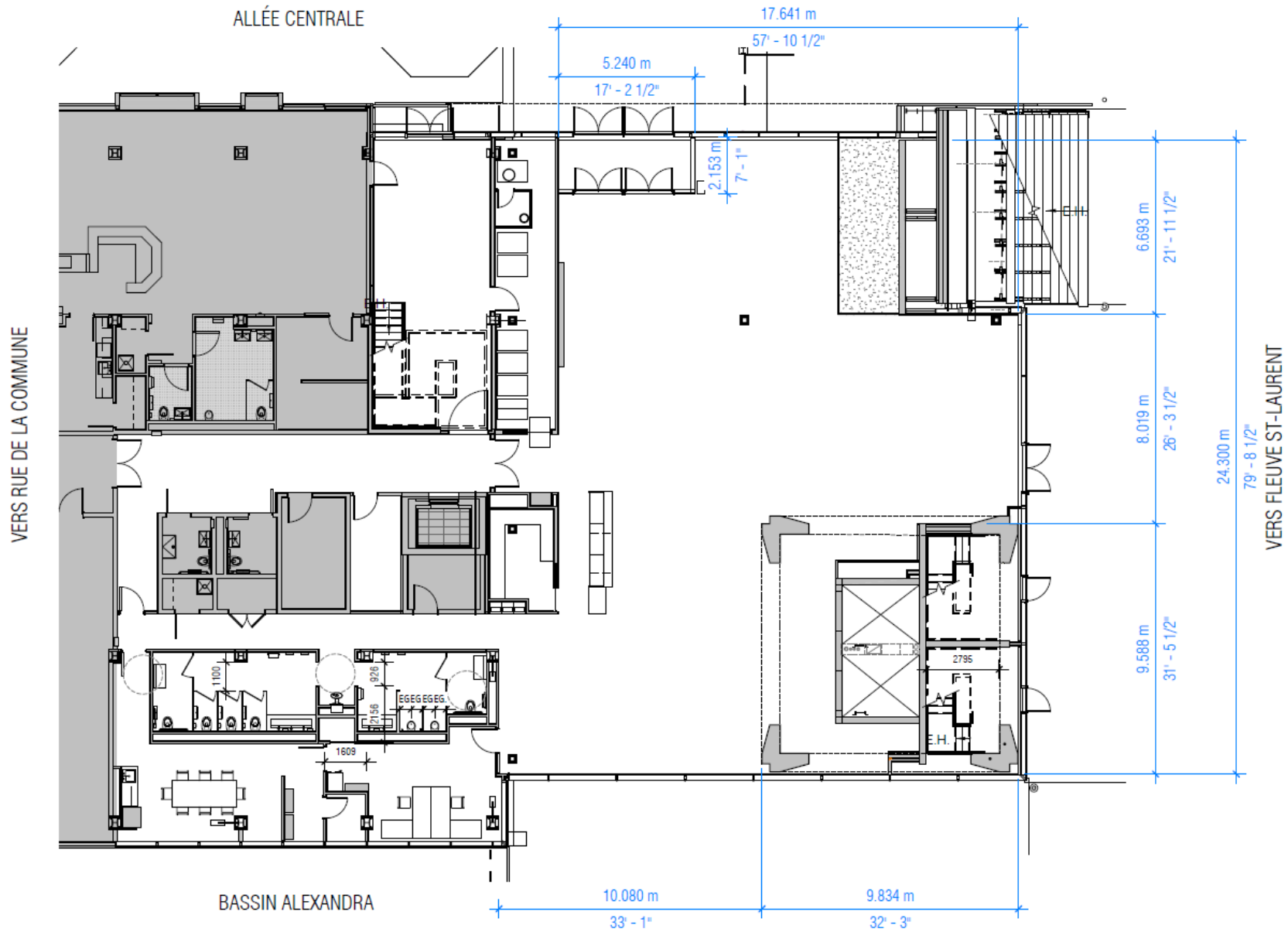
# Pavilion



# Promenade d'Iberville (green roof)



# Lobby (Port of Montréal Tower)



## Annex C – References

[https://youtu.be/eJAGcCU6wQ?si=bdwN\\_XELxk6KJ8hM](https://youtu.be/eJAGcCU6wQ?si=bdwN_XELxk6KJ8hM) (Cultural Roots of Singapore)

<https://youtu.be/KSqnv7Fe0a8?si=cOZdxufv77e7ql8G> (10 famous local food in Singapore)

<https://youtu.be/kij3n1iikKc?si=19GxRjKkgGoHPlor> (Made in Singapore with featured attractions)

<https://www.visitsingapore.com/things-to-do/top-things-to-do/?anchorid=culture-heritage> (Culture and Heritage)

<https://www.visitsingapore.com/things-to-do/top-things-to-do/?anchorid=iconic-architecture> (iconic architecture)

<https://www.visitsingapore.com/> (visit Singapore website)

<https://sg-city-guide.squarespace.com/> (Singapore city guide)

<https://www.mynewsdesk.com/sg/changiairport/pressreleases/changi-airport-unveils-the-courage-to-dream-the-making-of-the-changi-airport-story-a-tribute-to-mr-lee-kuan-yews-contributions-to-singapores-air-hub-3273325> (the making of Changi Airport)

<https://www.changiairport.com/en/corporate/about-us/the-changi-airport-story/our-story.html#tabs-13c6763f43-item-33e43ee628-tab> (Changi Airport – Our Story)

<https://remembersingapore.org/old-kallang-airport/> (Kallang Airport)

<https://youtu.be/N89XNWJTH1k?si=gZRWwTY8yct9bdeb> (Jewel, Changi Airport)

<http://sg60.gov.sg> (SG60 – Singapore turns 60 in 2025)

<https://amarkhabar.home.blog/2019/05/18/sinsingaporean-food-and-food-culture/> (Singaporean Food and Food culture)

Graphic References (solely for illustration purposes)













**Part 6**

**EVALUATION CRITERIA**

## EVALUATION CRITERIA

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### EVALUATION CRITERIA

#### 1 Critical Criteria:

Tender proposals that do not meet the following Critical Criteria **shall be rejected and excluded from further evaluation:**

- 1.1 Submission of mandatory documents:
  - (a) Concept and menu proposal which meets the Requirement Specifications (as per Part 5 of this Invitation to Tender) essential for the Authority's evaluation; and
  - (b) Schedule of Tender (as per Part 8 of this Invitation to Tender).
- 1.2 Tenderers shall not be debarred by the Canada or Singapore Government on or after the closing date of tender.

#### 2 Other Evaluation Criteria

Proposals that meet the Critical Criteria would be further evaluated based on the following:

Evaluation Criteria	Weightage
<b>(1) Concept and Presentation</b> <ul style="list-style-type: none"><li>• Demonstrates creativity to incorporate elements of the theme in the plating and layout of the food items at the food and grilling stations, oyster bars and butler-passed items</li><li>• Demonstrates creativity to include elements of the theme in the outfits of the service staff</li></ul>	<b>10%</b>
<b>(2) Food &amp; Beverage</b> <ul style="list-style-type: none"><li>• Creativity, suitability and quality of proposed menu (i.e. variety of dishes, proposed cocktails and mocktails, types of meat, perceived value etc.)</li></ul>	<b>25%</b>
<b>(3) Resources and implementation</b> <ul style="list-style-type: none"><li>• Execution plan for the deployment of manpower and flow of service</li><li>• Sufficient number and allocation of manpower and equipment at the different event spaces (i.e. number of servers, bussers, bartenders, cutlery)</li></ul>	<b>15%</b>
<b>(4) Track Record</b>	<b>10%</b>

<ul style="list-style-type: none"> <li>• Company's track record in providing catering services of similar scale in the past 3 years</li> <li>• Prior experience in catering at Grand Quay, Port of Montreal</li> </ul>	
<b>(5) Competitive Pricing</b> <ul style="list-style-type: none"> <li>• Computed by the formula: (Lowest Price/Tenderer's Price)/30%</li> </ul>	<b>30%</b>
<b>Maximum Score</b>	<b>90%</b>

*Shortlisted tenderer(s) based on the evaluation criteria above will be requested to conduct a tasting session of their proposed menu (to be paid by CAAS):*

<b>Criteria</b>	<b>Weightage</b>
<b>(1) Food tasting</b> <ul style="list-style-type: none"> <li>• quality of food;</li> <li>• taste of food; and</li> <li>• presentation of food</li> </ul>	<b>10%</b>
<b>Maximum score</b>	<b>10%</b>

**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 and identity card numbers 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





**INFORMATION ON TENDER**

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**DECLARATION OF GOVERNMENT'S EQUITY PARTICIPATION**

I hereby certify that as of this date, the equity participation of the Singapore Government and Statutory Boards of the Government either directly or indirectly through a holding or subsidiary company, constitutes \_\_\_\_\_% of the total share-holder's equity in

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Company) (Address)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature Name Designation

**INFORMATION ON TENDERER**

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**PAST COMMITMENTS OF TENDERER**

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

**INFORMATION ON TENDERER**

**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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**INFORMATION ON TENDERER**

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**GST and QST 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 or registered with Revenu Québec, and that all information provided under this section on the Information on Tenderer are true and correct.

<hr/>		<hr/>	
Signature of Contractor		Signature of Witness	
Name	: _____	Name	: _____
Address	: _____ _____	Address	: _____ _____
Date	: _____	Date	: _____

GST Registration Number: \_\_\_\_\_

QST Registration Number: \_\_\_\_\_

\*To delete where applicable

**Part 8**

**SCHEDULE OF TENDER**

## SCHEDULE OF TENDER

**Table A - Main Items**

Item	Description	Estimated Quantity	Unit Price (C\$)	Total Price (C\$)
1	Development of concept and presentation			
2	Menu for food items, including the food items			
3	Oyster Bar			
4	Grilling Station			
5	Open bar, including beverages			
6	Service staff			
7	Equipment			
8	Service charge			
9	Other items (Please list accordingly, items that are not specified above but essential for the complete provision of the service)			
<b>Total Tender Price (Sum of items 1 to 9)</b>				
Note: Please furnish additional copies if space given above is insufficient.				

**Table B - Optional items**

Item	Description	Price (C\$)
1	Additional service staff and other relevant costs for 100 guests per bloc ( <i>bloc costs will be applicable for 3 additional blocs i.e. up to additional 300 guests</i> )	

2	Additional oyster bar	
3	Additional grilling station	
4	Additional open bar	
5	Others (Please list accordingly, items that are not specified above but may be necessary)	

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company's Stamp

\_\_\_\_\_  
Name & Signature of Tenderer

**Part 9**

**STATEMENT OF COMPLIANCE**



## STATEMENT OF COMPLIANCE

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### GENERAL

- 1.1 The Tenderer shall submit a paragraph by paragraph statement of compliance for the following sections of the tender:  
Part 4 – Conditions of Contract; and  
Part 5 – Requirement Specifications;
- 1.2 The statements shall be numbered in accordance to the numbering reference adopted in the above-mentioned sections.
- 1.3 For any non-compliance, the Tenderer shall provide the detail description of how the non-compliance is achieved.
- 1.4 All documents shall be submitted electronically to CAAS as file attachments on the CAAS Website. The submission for the Statement of Compliance shall consist of the following:
  - (a) Clause by clause statement of compliance or non-compliance.
  - (b) All other relevant documents which are requested in the tender document or deemed useful in aiding CAAS in evaluation of the Tender shall also be submitted.
  - (c) Clauses not entered here shall be assumed to have fully complied with the above- mentioned sections.
- 1.5 Any variation from the tender specification shall be explained in detail and where necessary as an annex to this section.
- 1.6 The Statement of Compliance List shall use only the following:
  - (a) C for “Full Compliance” – Tenderer is **able to comply fully** with the specified requirements. The Contractor shall then implement, without any reservation, the requirements in these clauses with full compliance to the detailed descriptions provided by CAAS in the Specification and/or subsequent clarifications. CAAS reserve the rights not to entertain any alternative offers to these clauses proposed by the Contractor during the entire Contract Period;
  - (b) NC for “Non-Compliance” – Tenderer is **unable to comply fully or partially** with the specified requirements. Full Non-Compliant shall mean that all the requirements specified in the clause(s) are not part of the tender proposal. For Partially Non-Compliant, the Tenderer shall indicate the area and the reason(s) why it is not complying and to what extent the requirements will be met.
  - (c) N for “Noted” – “N” shall be used only for paragraphs meant for information to Tenderer. CAAS will treat all “Noted” and/or “Blank” given for answer to a

requirement as Full Compliant “C” without remark for all these Tenderer’s responses to this tender.

- 1.7 CAAS shall have the rights to resolve any inconsistency or conflict arising between the technical proposal and the statement of compliance in favour of either the technical proposal or the statement of compliance



I/We certify and declare that the information given in the statement of compliance is true and correct. Any inconsistency or conflict arising between the technical proposal and the statement of compliance shall be resolved in favour of either the technical proposal or the statement of compliance.

\_\_\_\_\_  
Authorised Signature of Tenderer

\_\_\_\_\_

\_\_\_\_\_

Name

Designation

\_\_\_\_\_

\_\_\_\_\_

Company's Address

Company Stamp

\_\_\_\_\_

Date



I/We certify and declare that the information given in the statement of compliance is true and correct. Any inconsistency or conflict arising between the technical proposal and the statement of compliance shall be resolved in favour of either the technical proposal or the statement of compliance.

\_\_\_\_\_  
Authorised Signature of Tenderer

\_\_\_\_\_

\_\_\_\_\_

Name

Designation

\_\_\_\_\_

\_\_\_\_\_

Company's Address

Company Stamp

\_\_\_\_\_

Date

**PART 10**

**UNDERTAKING TO SAFEGUARD OFFICIAL  
INFORMATION FORM**

## UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION FOR COMPANY<sup>1</sup>

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Re: Tender Reference: CAA000/ICAO/2025/T02

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

2 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, agents, 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 BLOCKS

\_\_\_\_\_  
Designation

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

\_\_\_\_\_  
Date

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### **To be filled by CAAS**

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

\_\_\_\_\_  
Full name in BLOCKS

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**CIVIL AVIATION AUTHORITY OF  
SINGAPORE**

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<sup>1</sup> To be signed by the company and other company e.g. sub-contractors who will work on the project



**Part 11**

**SPECIMEN LETTER OF ACCEPTANCE**

## SPECIMEN LETTER OF ACCEPTANCE OF TENDER

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Our Ref: **CAA000/ICAO/2025/T02**

[Date]

Tel: [ • ]

Fax: [ • ]

To: [Name of Organisation]  
[Address]

Attn: [Name]  
[Designation]

Dear Sirs

### **LETTER OF ACCEPTANCE OF TENDER FOR THE PROVISION OF CATERING SERVICES IN MONTRÉAL, 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 catering services (“Services”) for a period of eight (8) months commencing on [date] until [date] (“Contract Term”) at the sum of Canadian Dollars [amount in words] (C\$[ • ]) (“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 for Tender, 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 10.5 of the Instructions for Tender, CAAS may require you to execute a formal agreement. We will notify you as to whether you are required to do so.
6. Pursuant to Clause B3 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.
7. 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].

8. If you have any enquiries, please contact Ms. Kelly Teo at [kteo@icao-delegations.org](mailto:kteo@icao-delegations.org) with cc to Ms. Michelle Hoo at [michelle\\_hoo@caas.gov.sg](mailto:michelle_hoo@caas.gov.sg) and Permanent Mission of Singapore to ICAO at [singapore@icao-delegations.org](mailto:singapore@icao-delegations.org)

Yours faithfully

---

Eileen Poh  
Representative of Singapore on the Council of ICAO  
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/2025/T02**

Date:

To: Civil Aviation Authority of Singapore  
Permanent Mission of Singapore to ICAO  
999 Robert-Bourassa Boulevard, Suite 10.25  
Montréal, Québec, H3C 5J9, Canada

Attn: Ms. Eileen Poh

Dear Madam

**LETTER OF ACCEPTANCE (LOA) OF TENDER FOR THE PROVISION OF CATERING SERVICES IN MONTRÉAL, CANADA**

We hereby acknowledge receipt of your Letter of Acceptance of Tender Ref: [ ● ] 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>2</sup>  
(with Company's Official Stamp)

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

Name & Designation:

Name & Designation:

\_\_\_\_\_

\_\_\_\_\_

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
<sup>2</sup> If the tender is submitted by a consortium, the Lead Member's official stamp and authorised signature must be provided.