

## SNOW VENTURE PTE LTD

Dear Sir/Madam

### **INVITATION TO QUOTE (“ITQ”) FOR SUPPLYING OPERATIONS CREW FOR SNOW EVENT AT CHANGI AIRPORT TERMINAL 3 AND PLAZA SINGAPURA**

1. Snow Venture Pte Ltd (the “Company”) would like to invite you to quote for the provision of the above-mentioned service. The scope and details of the requirements are set out in Part 2 (Requirement Specifications) of this ITQ.
2. Please attend the onsite briefing on Monday, 7 August 2023 at 3:00pm. (Location: 21 Jurong Town Hall Road, Snow City Building, Level 2 Function Room). Tenderers are required to attend the session without fail. Please ensure that all your attending team members register/sign in onsite. Tenders submitted by Tenderers who do not attend the briefing will be disqualified.
3. All quotations, including Annex A (Price Schedule) and the documents listed in paragraph 2.1 of Part 3 (Instructions and Evaluation Criteria) of this ITQ, are to be submitted via email to Mr Elbert Dela Cruz at [elbert\\_dc@snowcity.com.sg](mailto:elbert_dc@snowcity.com.sg) by **5:00pm, 21 August 2023**. The Company will not accept late submissions or submissions submitted through other means.
4. All quotations shall comply with the terms and conditions as set out in this ITQ. The Company shall be under no obligation to accept the lowest or any quotation. The Company further reserves the right to accept such portion of each quotation as the Company may decide.
5. All queries in regard to this ITQ should be directed to Ms Chan Ka Ye at [kaye@snowcity.com.sg](mailto:kaye@snowcity.com.sg) or at contact number 65604773.

Yours faithfully

Chan Ka Ye  
Business Development Manager

## **PART 1 - QUOTATION TERMS AND CONDITIONS OF CONTRACT**

Should your proposal be accepted, the Terms and Conditions as set out in this Part and the terms and conditions shall govern the Contract between you and the Company.

### **1. DEFINITIONS**

In these Terms and Conditions of Contract, unless the context otherwise requires:

1.1 "Company" means the Snow Venture Pte Ltd, and includes any officer authorised by the Company to act on its behalf.

1.2 "Contract" includes the Quotation Terms and Conditions of Contract, the Requirement Specifications, the Contractor's offer and price proposal, and the Letter of Acceptance and Purchase Order reference issued by the Company to the Contractor for the performance of the Services.

1.3 "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.

1.4 "Contractor" means the successful supplier who has been awarded the Contract by the Company.

1.5 "Parties" means both the Company and the Contractor, and "Party" means either the Company or the Contractor.

1.6 "Services" means the work which the Contractor is required to perform under the Contract.

### **2. SCOPE OF CONTRACT**

2.1 The Contractor shall perform the Services in accordance with the Contract.

### **3. DELIVERY**

3.1 The Contractor shall perform the Services in the manner specified in the Contract, including the Requirement Specifications.

### **4 DELIVERY DATES**

4.1 Time is of the essence with regard to the Delivery Date(s) as set out in the Requirement Specifications. The Contractor shall obtain the prior written approval of the Company for any extension of the Delivery Date(s).

### **5. PAYMENT**

5.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Services performed in accordance with Clause 3.1 and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Company, the Company will make payment to the Contractor of the full value of all Services so performed provided that such payment shall be pro-rated to take into account any shortfall in Services performed and no payment shall be considered as evidence of the quality of any Services to which such payments relates.

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

6.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

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

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

## **8. SUSPENSION OR TERMINATION**

8.1 The provisions of this Clause 8 shall be in addition to and not in derogation of any other provisions in the Contract entitling the Company to terminate the Contract. To avoid doubt, any suspension or termination under this Contract shall be without prejudice to any accrued rights and remedies available to the Company under this Contract as of the date of suspension or termination.

8.2 The Company shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Company is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither Party shall be liable to the other by reason of such suspension or termination save that the Company shall pay the Contractor the price of the Services performed as at the date of written notice of termination or suspension. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Company to the Contractor by reason of the Contract.

8.3 The Company may terminate this Contract forthwith by written notice to the Contractor:

- (a) where the Contractor is a company, if the Contractor has a receiver or liquidated appointed, or a resolution for winding up (other than for the purpose of amalgamation or reconstruction) has been passed, or the Contractor is subject to a court order having the same effect;
- (b) where the Contractor is a partnership, if the Contractor has dissolved or has a bankruptcy order made against it;
- (c) where the Contractor is an individual, if the Contractor is adjudged bankrupt by a court of competent jurisdiction, or dies;

- (d) if the Contractor enters into a composition or similar arrangement with its creditors or becomes insolvent; or
- (e) if the Contractor is debarred from participating in public sector tender.

## **9. VARIATION**

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

## **10. APPLICABLE LAW AND DISPUTE RESOLUTION**

10.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose and the Parties agree to submit to the exclusive jurisdiction of the Singapore courts.

10.2 For the avoidance of doubt, until the Company issues a Letter of Acceptance, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Services from any supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier.

## **11. RIGHTS OF THE COMPANY IN THE EVENT OF DEFAULT BY THE CONTRACTOR**

11.1 The Company shall, without the Company being liable therefor in damages or compensation, have the right to terminate the Contract or cancel any item of Service from the Contract by written notice to the Contractor if the Contractor commits a breach of its contractual obligations under the Contract that is incapable of remedy, or where the breach is capable of remedy, the Contractor does not remedy the breach within fourteen (14) days of being served with a written notice from the Company to do so. The termination or cancellation shall take effect from the date of the notice of termination or cancellation, as the case may be.

11.2 To avoid doubt, the parties may terminate the Contract at any time by mutual written agreement.

## **12. WAIVER**

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

12.2 Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provisions of the Contract by the other Party shall not prevent the first-mentioned Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.

### **13. SET-OFF**

13.1 Whenever under this Contract any sum of money (including any applicable liquidated damages and any other 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 Company.

### **14. CUMULATIVE RIGHTS AND REMEDIES**

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

### **15. ENTIRE AND WHOLE AGREEMENT**

15.1 The Contract contains the entire and whole agreement between the Parties and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them.

### **16. REPRESENTATIONS**

16.1 The Contractor acknowledges and accepts that the Company 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 Services under the Contract.

### **17. INDEMNIFICATION OF COMPANY AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES**

17.1 In the event of the Company (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the Company, its officers or agents against such claim and any costs, charges and expenses in respect thereof PROVIDED the same is not caused by the gross negligence or wilful default of the Company, its officers or agents.

### **19. SEVERABILITY**

19.1 In the event any provision of the Contract is determined to be illegal, invalid or unenforceable, all other provisions of the Contract shall continue in full force and effect.

## **20. CORRESPONDENCE**

20.1 Any notice, request, waiver, consent or approval shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or by fax to the Party to which it is required or permitted to be given and made at such Party's proper address or facsimile numbers, as follows:

- (a) in the case of the Contractor, the address and contact numbers as set out in the quotation;
- (b) in the case of the Company, the following address and contact numbers: 21 Jurong Town Hall Road. Snow City Building. Singapore 609433. Tel: 65604773

20.2 Either Party may change the address and contact numbers referred to above by giving the other Party notice in writing.

## **21. GOVERNMENT REGULATIONS**

21.1 The Contractor shall comply with all the requirements of all relevant local authorities constituted under any written law for the time being in force.

21.2 The Contractor shall at its own costs, obtain and maintain all licences and authorisations required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

## **22. INCONSISTENCY OR CONFLICT BETWEEN REQUIREMENT SPECIFICATIONS AND CONTRACTOR'S PROPOSAL**

23.1 In the event of any inconsistency or conflict between any part of the Requirement Specifications and the Contractor's offer and price proposal, the Requirement Specifications shall prevail.

## **23. MEDIATION**

23.1 Notwithstanding anything in the Contract, in the event of any dispute, controversy or claim arising out of or relating to the Contract, 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 rules of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause if they have gone through at least one mediation session at the Singapore Mediation Centre.

23.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 24.1.

23.3 Failure to comply with Clause 24.1 and 24.2 shall be deemed to be a breach of contract.

## **24. CONFIDENTIALITY AND SECURITY**

24.1 Except with the written consent of the Company, the Contractor shall not disclose the Contract or any provision thereof, or any purchases made pursuant to the Contract, or any information issued or furnished by or on behalf of the Company in connection therewith to any person.

24.2 In addition to the foregoing, the Contractor shall not, and shall ensure that its employees shall not, make use of any information obtained directly or indirectly from the Company or compiled or generated by the Contractor in the course of the Contract which pertains to or is derived from such information, other than for the purposes of the Contract, without the prior written consent of the Company.

24.3 The Contractor shall not publish or release, nor shall it 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 Company.

24.4 The Contractor shall indemnify the Company for all the costs and expenses of enforcing Clauses 24.1, 24.2 and 24.3 against the Contractor, including the costs of any court proceedings and the costs and expenses (including the time expended by management personnel and other personnel to deal with the unauthorised disclosure of information) of measures taken or to be taken to deal with the unauthorised disclosure of information.

## PART 2 – REQUIREMENT SPECIFICATIONS FOR MANPOWER SERVICES

General Information	
<b>Name of Company</b>	Snow Venture Pte Ltd
<b>Address</b>	21 Jurong Town Hall Road. Snow City Building. Singapore 609433
<b>Contact Person</b>	Ms Chan Ka Ye
<b>Email Address</b>	<a href="mailto:kaye@snowcity.com.sg">kaye@snowcity.com.sg</a>
<b>Phone no</b>	65604773
Requirement Specifications	
<b>ITQ Description</b>	<b>Supply of Manpower Services (the “Services”)</b>
<b>Objective</b>	<p>The Contractor shall provide the Services by deploying</p> <ol style="list-style-type: none"> <li>9 competent personnel (“Personnel”) to support the frontline and snow event operations at Terminal 3 Changi Airport, including 1 Event Manager</li> <li>8 competent personnel (“Personnel”) to support the frontline and snow event operations at Plaza Singapura.</li> </ol> <p>The Contractor is required to submit together with its offer and price proposal the CVs of the Personnel to be deployed. Only submitted CVs will be considered when evaluating the Contractor’s offer and price proposal.</p>
<b>Duration of Service</b>	<p><b>Personnel – Operations Crew For Changi Airport Terminal 3</b>  <b>Contract Period: 97 Days</b>  Commencement Date: 3 Nov 2023  Personnel to be deployed at the following hours:</p> <ul style="list-style-type: none"> <li>Refer to Annexe A</li> </ul> <p><b>Personnel – Operations Crew For Plaza Singapura</b>  <b>Contract Period: 30 Days</b>  Commencement Date: 26 Nov 2023  Plaza Singapura Mall  Personnel to be deployed at the following hours:</p> <ul style="list-style-type: none"> <li>Mondays to Sundays: 11:00 am to 9:00 pm inclusive of public holidays</li> </ul>
<b>Job Description</b>	<ol style="list-style-type: none"> <li>Ushering and Registration: Greet and welcome guests to the event area, assist with registration process, and provide necessary information or directions.</li> <li>Queue Management: Ensure smooth flow of guests by managing queues and coordinating with the appropriate staff members.</li> <li>Event Queries: Address guest queries and provide assistance by providing accurate information and guidance to ensure a positive experience.</li> <li>Winter Apparel Assistance: Help guests with fitting and selection of winter apparels and boots, ensuring they are comfortable and appropriately equipped for the event.</li> </ol>



	<p>5. Winter Apparel and Boot Turnover: Manage the turnover of winter apparels and boots, including proper sanitization and drying procedures, to ensure hygiene and availability for the next batch of guests.</p> <p>6. Marshalling Duties: Participate in marshalling duties, which involves working in sub-zero temperatures on a rotational basis. Appropriate winter apparels will be provided for personnel's comfort and safety.</p> <p>Please note, this is a general outline of responsibilities and additional tasks may be assigned to ensure the smooth operation of events.</p>
<b>Qualification, Skill &amp; Experience of the Contractor's Personnel</b>	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> <li>• Min. sec 2 or ITE education</li> </ul> <p><u>Skills</u></p> <ul style="list-style-type: none"> <li>• Takes initiative and is able to work under minimal supervision</li> <li>• Good team player</li> </ul>
<b>Deployment &amp; Replacement of Personnel</b>	<p>(a) <u>Vacation and Ordinary Sick Leave</u> The Contractor shall be responsible to provide a replacement for staff that are on Vacation Leave ("VL") and Ordinary Sick Leave ("OSL").</p> <p>(b) <u>Manpower Replacement</u> if the Company, in its discretion, deems the deployed Personnel to be unsuitable, incompetent or under-performing, the Contractor shall find a suitable replacement based on the Requirements Specifications for the Company to consider within 3 working days at no extra cost to the Company.</p>
<b>Legislation and Regulations</b>	The Contractor shall fully comply with and adhere to all relevant legislation and regulations, including but not limited to the Employment Act and related subsidiary legislation, and all costs associated with the compliance with and adherence to any relevant legislation or regulations shall be borne by the Contractor.
<b>Billing Instructions</b>	
<b>Invoice Submission</b>	50% upon confirmation of the contract 50% upon completion of the contract
<b>Additional Remarks</b>	
Nil	

## **PART 3 - INSTRUCTIONS AND EVALUATION CRITERIA**

### **1. CONTRACT PRICE**

1.1 The rates quoted in the Price Schedule as set out in Annex A shall be deemed to include, but not limited to, the supply labour, travelling expenses, transport expenses, supplier's overheads and profits, costs for compliance with relevant legislation and regulatory requirements, administrative costs, benefits and remuneration (save for those excluded by the Requirement Specifications), and all associated Services as stipulated in the ITQ and shall remain firm in this ITQ. The supplier shall cater for all reasonable risks and expense in his pricing.

1.2 Suppliers are advised to adopt the National Wage Council's recommendations on wage increments for their Personnel and to factor such wage increases into any rates quoted in the Price Schedule.

### **2. SUBMISSION OF QUOTATION**

2.1 The supplier shall submit his proposal price (excluding Goods and Services Tax) via email and the following documents as attachments for evaluation:

- (a) The completed Price Schedule as set out in Annex A;
- (b) Details of the proposed Personnel to be deployed to the Company (the "Candidates") including, but not limited to the following:
  - (i) Curriculum vitae of each Candidate;
- (c) Such other documents as may be required in the Requirement Specifications in Part 2.

2.2 Failure on the part of any supplier to comply with Clause 2.1 shall entitle the Company to disregard his proposal.

2.3 Validity Period: The quotation shall remain valid for acceptance for 3 calendar months upon the closing date of this ITQ and during such further period as may afterwards separately be agreed to in writing by the supplier at the request of the Company.

### **3. EVALUATION CRITERIA**

3.1 The Company may request Candidates to attend an interview for the purposes of assessing their suitability.

3.2 The Company may disregard any supplier's proposal if the Candidate fails to attend any interview required by the Company.

3.3 The quotation shall be evaluated based on the evaluation criteria stated in Annex B.

#### **4. GOODS AND SERVICES TAX (“GST”)**

4.1 Supplier shall not include in the rates and prices proposed in his quotation, the Singapore GST chargeable for the performance of Services required in this ITQ. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Services.

4.2 If the supplier is a taxable person under the Goods and Services Tax Act (Cap. 117A), the Company will pay the supplier, in addition to the rates and prices proposed, the GST chargeable on the supply of Services provided pursuant to this ITQ.

#### **5. GST REGISTRATION**

5.1 The supplier shall declare his GST status in his quotation. He shall clearly indicate whether he is, or whether he will be, a taxable person under the Goods and Services Tax Act (Cap.117A). He shall, if available, furnish the GST registration number to the Company.

#### **6. NOTIFICATION**

6.1 Notification will not necessarily be sent to unsuccessful suppliers.

#### **7. OTHER CONDITIONS**

7.1 The Company shall be under no obligation to accept the lowest or any quotation. The Company reserves the right to accept the quotation in whole or in part.

**Price Schedule**

1. For each proposal (i.e. each Candidate), the supplier shall quote his proposal price in the following format:

**Proposal for Personnel – Operation Crew****a. Location: Snow Event At Changi Airport Terminal 3**

Months	Non-School Holiday Fridays (5 hours)	Subtotal	School Holidays, Public Holidays and Weekends (10 hours)	Subtotal
November 2023	3, 10, 17	3	4, 5, 11, 12, 13 (PH), 18 to 30	18
December 2023	-	0	1 to 24, 25 (PH), 26 to 31	31
January 2024	5, 12, 19, 26	4	1 (PH), 6, 7, 13, 14, 20, 21, 27, 28	9
February 2024	2, 9, 16, 23	4	3, 4, 10 (PH), 11 (PH), 12, 17, 18, 24, 25	9
March 2024	1, 8, 22	3	2, 3, 9, 10, 11 to 17, 23, 24, 29 (PH), 30, 31	16

S/N	Designation	Qty	No. of Days	Unit Proposal Price (S\$)	Total Proposal Price (S\$)	Remarks
1.	<u>Firm Requirement:</u> Supply of Manpower Services (from 3 November 2023 to 31 March 2024)	1 Event Manager	97			
1.	<u>Firm Requirement:</u> Supply of Manpower Services (from 3 November 2023 to 31 March 2024)	8 Personnel	97			

**b. Location: Plaza Singapura Mall**

Months	School Holidays (10 hours)	Subtotal
November 2023	26 to 30	5
December 2023	1 to 24, 25 (PH)	25

S/N	Designation	Qty	No. of Days	Unit Proposal Price (S\$)	Total Proposal Price (S\$)	Remarks
1.	<u>Firm Requirement:</u> Supply of Manpower Services (from 26 Nov 2023 to 25 Dec 2023)  No of hour/ day <u>10</u>	8 Personnel	30			

2. When submitting their proposals, suppliers shall ensure that such proposals comply with Clause 1 of Part 3 of this ITQ.

**3. Evaluation will be performed based on the candidates listed in the submitted Annex A.**

**Evaluation Criteria**

Bidders' proposals shall be evaluated based on the following evaluation criteria:

**Critical Evaluation Criteria**

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

- Submission of Candidate's CV
- Submission of cost as per pricing format

**Other Evaluation Criteria**

Shortlisted vendors are evaluated in accordance to the following criteria and weightages:

- Suitability of candidate (70%)
  - Experience
  - Qualification
  - Skills
- Price Consideration (30%)