

5th Sept 2019

Dear Sir/Madam,

INVITATION TO QUOTE FOR PROVISION OF CONSULTANCY SERVICES TO STUDY ON HUMAN CAPITAL CAPABILITY IN THE ACCOUNTANCY SECTOR USING HUMAN CAPITAL DIAGNOSTICS TOOL

1. In this Invitation to Quote ("ITQ"), the Singapore Accountancy Commission ("SAC") (incorporated under the Singapore Accountancy Commission Act 2013 (Cap. 5) of Singapore) hereby invites proposals for the appointment of a consultant to study on human capital capability in the accountancy sector using human capital diagnostics tool in accordance with all the terms and conditions as set out in this ITQ (which includes all its Annexes) and the terms and conditions.
2. The objective of this ITQ is to procure the provision of the services specified in paragraph 1 as more particularly described in the **Requirement Specifications** in **Annex B**.
3. Each Quotation must be submitted in accordance with this ITQ, including the **Instructions to Contractors** in **Annex C**. Any Quotation not made in accordance with the Instructions will not be considered.
4. All required items must be submitted no later than the closing date and time specified in paragraph 8 of the **Instructions to the Contractors** in **Annex C**. The SAC may reject any Quotation where any attempt is made to amend and/or vary the terms or conditions in this ITQ, including all its Annexes.
5. The issuance by the SAC of a Letter of Acceptance (as defined in Annex A) accepting the Quotation or part thereof shall create a binding Contract between the SAC and the Contractor concerned on the terms and conditions as set out in this ITQ (including all its Annexes). Such issuance of the Letter of Acceptance to the address or email of the Contractor as specified in the Quotation, whether through email or by hand or by post, shall be deemed effective communication of acceptance.
6. All Quotations must be submitted via email to enquiries@sac.gov.sg no later than **1100 hrs on 16th Sept 2019** (the "Closing Date").

MR. EVAN LAW

CHIEF EXECUTIVE

SINGAPORE ACCOUNTANCY COMMISSION

Note: This is an Electronic Proposal Document. No Signature is required.

QUOTATION CONDITIONS OF CONTRACT

1. DEFINITION

- 1.1. Should your offer be accepted, the terms and conditions as set out in this section shall govern the Contract between the Commission and your company ("Conditions").
- 1.2. In this Conditions, unless the context otherwise requires:
- (a) **"Commission"** or **"SAC"** shall mean the Singapore Accountancy Commission (incorporated under the SAC Act), and shall include any officer authorised by the Commission to act on its behalf.
 - (b) **"Contract"** includes ITQ, the Contractor's Quote Message or offer (submitted via email), these Conditions, the specifications and samples in relation to the Goods and Services provided by the Commission and/or the Contractor, as the case may be, from time to time, Letter of Acceptance, Order Message or any Commissioner Orders issued by the Commission to the Contractor for the supply of the Goods and/or performance of Services.
 - (c) **"Contract Price"** means the price exclusive of the 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.
 - (d) **"Contractor"** means the successful contractor who has been awarded the Contract by the Commission.
 - (e) **"Contractor's Quote Message"** means the formal offer submitted to the SAC by the Contractor in accordance with the ITQ.
 - (f) **"Deficient Services"** means Services provided by the Contractor to the Commission pursuant to the Contract and do not satisfy the terms of the Contract or fails to meet the reasonable standards of the Commission.
 - (g) **"Delivery Date"** or **"Performance Date"** means the date agreed upon between the Contractor and the Commission on which the relevant Goods are to be delivered to the Commission or the Services to be performed by the Contractor.
 - (h) **"Goods"** means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
 - (i) **"Goods and Services Tax"** or **"GST"** means goods and services tax charged under the Goods and Services Tax Act (Cap. 117A) of Singapore.

- (j) **"Intellectual Property"** means:
- (i) patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
 - (ii) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (i) above;
 - (iii) rights of the same or similar effect or nature as or to those in sub-paragraphs (i) and (ii) which now or in the future may subsist; and
 - (iv) the right to sue for past infringements of any of the foregoing rights.
- (k) **"ITQ"** means the invitation to quote for the appointment of a contractor for SAC issued by the SAC in a letter dated **5th Sept 2019**.
- (l) **"Letter of Acceptance"** means the letter of acceptance issued by the Commission to the Contractor accepting the Contractor's Quote Message.
- (m) **"Order Message"** or **"Commissioner Order"** or **"Purchase Order"** means the order message or purchase order issued by the Commission to the Contractor for the Goods and/or Services, as the case may be.
- (n) **"Parties"** means the Commission and the Contractor, and "Party" shall mean any one of them.
- (o) **"SAC Act"** means the Singapore Accountancy Commission Act 2013 (Cap. 5 of 2013) of Singapore.
- (p) **"Services"** means the work which the Contractor is required to perform under the Contract.
- (q) **"Termination Date"** means the date on which the Contract is terminated.

2. SCOPE OF CONTRACT

- 2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform Services in accordance with the Contract with all due care, skill and ability and use its best endeavours to promote the interests of the Commission.
- 2.2 Unless otherwise stated in the Contract, the Contractor agrees and guarantees that all Goods supplied under the Contract shall be new and unused.

3. DELIVERY

- 3.1 The Contractor shall deliver the Goods and perform the Services by the Delivery/Performance Date and in the manner specified in the Contract.
- 3.2 Upon delivery, The Contractor shall obtain a receipt thereafter from the Commission. The issuance of such receipt shall in no way relieve the Contractor from its responsibility for replacing any Defective Goods or for rectifying Deficient Services under Clause 4 hereof.

4. PAYMENT

- 4.1 Any payment under the Contract shall not prejudice the Commission's right to require that the Contractor rectify any Defective Goods or Deficient Services, or any Goods and Services that are not provided in accordance with the terms and conditions of the Contract.
- 4.2 The Commission shall be entitled to set-off and/or deduct from any sums or payments due to the Contractor hereunder any sums that the Contractor may owe to the Commission from time to time.
- 4.3 Payment in full or in part of the fees payable to the Contractor shall be without prejudice to any claims or rights of the Commission against the Contractor in respect of the provision of the Goods or Services.
- 4.4 Unless otherwise stated in the Contract, the Contractor shall bear all of its own expenses incurred in the course of the performing the Contract.

5. RIGHTS OF THIRD PARTIES

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

6. SUB-CONTRACTING AND ASSIGNING

- 6.1 The Contractor shall not sub-contract, assign, transfer, charge, mortgage or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Commission.
- 6.2 The Commission may, at any time, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.

7. SUSPENSION OR TERMINATION

- 7.1 The Commission shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract in accordance with the terms of this Clause 7 if the Commission 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.

7.2 The Commission may terminate the Contract with immediate effect with no liability to make any further payment to the Contractor (other than in respect of amounts accrued before the Termination Date) if:

- (a) the Contractor commits a material breach of any of the material terms of this Contract and (if such a breach is remediable) fails to remedy that breach within 14 days after being notified in writing of the breach;
- (b) the Contractor repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- (c) the Contractor commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies, or the solvent reconstruction of the Contractor;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Contractor other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies, or the solvent reconstruction of the Contractor;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Contractor;
- (f) a floating charge holder over the assets of the Contractor has become entitled to appoint, or has appointed, an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the Contractor, or a receiver is appointed over the assets of the Contractor;
- (h) a creditor or encumbrance of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (c) to clause (h) (inclusive);
- (j) the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (k) there is a change of control of the Contractor.

7.3 The rights of the Commission under Clause 7.2 are without prejudice to any other rights that it might have at law to terminate the Contract or to accept any breach of this Contract on the part of the Contractor as having brought the Contract to an end. Any delay by the Commission in exercising its rights to terminate shall not constitute a waiver of these rights.

- 7.4 Upon the termination of the Contract, the Contractor shall refund the balance of any payments or deposits made by the Commission to the Contractor before the Termination Date (after deducting any outstanding sums owing by the Commission to the Contractor).
- 7.5 The expiry or termination of the Contract shall not:
- (a) release the Parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either Party in respect of any act or omission prior to such expiry or termination; or
 - (b) affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication, intended to come into or continue in force on or after the date of such expiry or termination.
- 7.6 On the Termination Date the Contractor shall (or procure to be done) without demand:
- (a) immediately deliver to the Commission all properties of the Commission in its possession or under its control;
 - (b) perform its obligations under Clause 13.5 of this Contract; and
 - (c) provide a signed statement that it has complied fully with the obligations under this Clause 7.6.

8. GIFTS, INDUCEMENTS AND REWARDS

- 8.1 The Commission may terminate the Contract in accordance with Clause 7 and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor:
- (a) shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Commission;
 - (b) for showing or forbearing to show favour to any person in relation to any Contract with the Commission;
 - (c) if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor); or
 - (d) if in relation to any Contract with the Commission, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code (Cap. 224) of Singapore or the Prevention of Corruption Act (Cap. 241) of Singapore, or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code (Cap. 224) of Singapore or the Prevention of Corruption Act (Cap. 241) of Singapore.

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 mutually accepted in writing by both the Contractor and the authorised contract signatory of the Commission.

10. APPLICABLE LAW

- 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. Parties hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts.
- 10.2 For the avoidance of doubt, until the Commission issues a Letter of Acceptance, an Order message, or Purchase Order, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Service from the Contractor; and (ii) shall not be construed as providing or implying that a contract will be entered into with the Contractor.

11. NOTICES

- 11.1 Unless otherwise expressly provided in the Contract, any notice which the Commission is required to give to the Contractor under the Contract shall be deemed to have been served if the notice is sent by post, facsimile transmission or email to the address, facsimile number or email address respectively as may be specified in writing by the Contractor to the Commission.

12. INDEMNIFICATION OF THE COMMISSION & THE GOVERNMENT AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

- 12.1 The Contractor shall indemnify the Commission from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Commission as a result of or in connection with:
- (a) any alleged or actual infringement, whether or not under Singapore law, of any third party's Intellectual Property rights or other rights arising out of the use or supply of the Goods and/or Services;
 - (b) any claim made against the Commission in respect of any liability, loss, damage, injury, cost or expense sustained by the Commission or its employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Goods and Services as a consequence of a breach or negligent performance or failure or delay in performance of this Contract by the Contractor; or
 - (c) claims and demands which the Commission may at any time and from time to time incur, suffer or sustain by reason of or in connection with or arising out of, a breach or breaches of the representations, warranties, undertakings and covenants given by the Contractor in this Contractor or misrepresentations in any respect under the terms of this Contract or for any breach of any term and condition hereof.

- 12.2 Such indemnity shall extend to include all reasonable costs, charges and expenses which the Commission may pay or incur in investigating, disputing or defending any actions, claims, demands or proceedings in respect of which the Commission is or may be liable to indemnify under this Clause 12.
- 12.3 The Commission may at its option satisfy such indemnity (in whole or in part) by way of deduction from any sums or payments due to the Contractor.

13. CONFIDENTIALITY

- 13.1 Except with the written consent of the Commission, the Contractor shall protect and shall not disclose to any person, any information pertaining to the Contract or the performance thereof, or any information issued or furnished by or on behalf of the Commission in connection with the Contract. The Contractor shall undertake protection measures (at its own expense) to protect such information issued or furnished by or on behalf of the Commission in connection with the Contract, and such protection measures shall be at least as strict as those measures undertaken by the Contractor to protect its own confidential information.
- 13.2 In addition to the foregoing, the Contractor shall protect and shall not make use of any information obtained directly or indirectly from the Commission or compiled or generated by the Contractor in the course of the Contract or which pertains to or which is derived from such information, other than use for the purposes of the Contract, without the prior written consent of the Commission. The Contractor shall undertake protection measures (at its own expense) to protect such information compiled or generated by the Contractor in the course of the Contract or which pertains to or which is derived from such information, and such protection measures shall be at least as strict as those measures undertaken by the Contractor to protect its own confidential information.
- 13.3 Neither Party shall publish, disclose or release, nor shall it suffer or permit the publication or release of, any news item, article, publication, advertisement, speech or any other information or material pertaining to the Contract or to the Goods and Services to be provided thereunder in any media without the prior written consent of the other Party, unless or until compelled, required or requested to disclose by judicial or administrative procedures or otherwise by law or required to disclose to any relevant stock exchange, government body, regulatory body or Commission, or the recipient can reasonably demonstrate that:
- (a) it is or part of it is, in the public domain (other than by virtue of its actions and/or omissions) or that the information has also been received from a third party which, to the actual knowledge of the recipient is not subject to any confidentiality obligations with respect to such information whereupon, to the extent that it is public, this obligation shall cease; or
 - (b) it is required to be furnished to the bankers or investors or potential investors of any of the Parties or to any regulatory agencies as part of a public flotation exercise or a fund-raising exercise involving any of the Parties, and in such cases, this obligation shall cease only to the extent required under the respective circumstances,

Provided That nothing herein shall prohibit any party from disclosing any information referred to in this Clause 13 to its professional advisers.

- 13.4 The Contractor acknowledges that the following may be protected under obligations that arise due to operation of law (including but not limited to the Official Secrets Act (Cap. 213) of Singapore:
- (a) information issued or furnished by or on behalf of the Commission in connection with the Contract; or
 - (b) information obtained directly or indirectly from the Commission or compiled or generated by the Contractor in the course of the Contract or which pertains to or which is derived from such information.
- 13.5 Upon the expiry or termination of the Contract, whichever is earlier, in accordance with the terms and conditions herein provided, within seven (7) days from any written request of the Commission, the Contractor shall undertake and ensure the deletion and destruction of all copies of all or particular information (whether in its possession or control, or in the possession or control of its directors, employees, agents or contractors) as may be required by the Commission. Such deletion and destruction shall include but is not limited to deletion from any computer disks, tapes or other storage media, and the destruction of hard copy documents. After such destruction is completed, the Contractor shall confirm and certify this to the Commission by way of a signed written notice.
- 13.6 The Contractor represents and warrants that it is fully responsible and liable for any loss, harm or damage caused by any breach of this Clause 13 by its directors, employees, agents or contractors.

The obligations contained in this Clause 13 shall endure, even after the expiry or termination of the Contract, without limit in point of time except to the extent that and until any confidential information enters the public domain as set out above.

14. WARRANTIES AND COVENANTS OF THE CONTRACTOR

- 14.1 The Contractor warrants and represents to and for the benefit of the Commission that:
- (a) it is a company duly organised, validly existing and in good standing under the laws of its place of incorporation;
 - (b) it has the required right, power, capacity and Commission to accept the terms and conditions of the Contract and to perform all of its duties, responsibilities and obligations and that such performance and delivery shall not conflict with or result in a breach of or default under any law to which it is subject or any other agreements, understanding, undertaking or activity to which it is a party or by which it is bound;
 - (c) the execution, delivery and performance of this Contract has been duly and effectively authorised by all necessary corporate actions on its part and this Contract will be duly and validly executed, and delivered by it and when so executed, constitutes binding and enforceable obligations on it in accordance with its terms;

- (d) it shall have and maintain in effect at all times during the term of this Contract, all licences, authorisations, permits, consents and approvals from the relevant governmental, regulatory or other competent authorities to perform its obligations under this Agreement; and
- (e) each of the above warranties will be correct and complied with in all respects during the term of this Contract as if repeated then by reference to the then existing circumstances.

14.2 The Contractor warrants and undertakes to the Commission that:

- (a) it shall not do or permit anything to be done which will infringe any Intellectual Property rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know-how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields;
- (b) it will perform the Contract with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
- (c) the Goods and Services will conform with all descriptions and specifications provided in the Contract; and
- (d) the Goods and Services will be provided in accordance with all applicable legislation from time to time in force, and the Contractor will inform the Commission as soon as it becomes aware of any changes in that legislation.

15. MISCELLANEOUS

- 15.1 A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Contract by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract by law shall preclude or restrict the further exercise of any such right or remedy.
- 15.2 This Contract shall be binding on and shall inure to the benefit of each of the Parties' successors and permitted assigns. Any reference in this Contract to either of the Parties shall be construed accordingly.
- 15.3 No remedy conferred by any of the provisions of this Contract is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

- 15.4 If any provision of this Contract is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision, and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.
- 15.5 A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

REQUIREMENT SPECIFICATIONS

1 Introduction

- 1.1 The Singapore Accountancy Commission (SAC) is partnering with Workforce Singapore (WSG) and the Institute of Singapore Chartered Accountants (ISCA) to conduct a study to understand the human capital capabilities amongst Accounting Entities (AE) in Singapore.
- 1.2 SAC would like to invite Contractors to submit proposals to provide consultancy services to study the state of human capital capabilities in the accountancy sector using a diagnostic tool.
- 1.3 The Contractor shall design and conduct a study to meet the following objectives:
- (a) Identify key Human Capital (HC) issues, including but not limited to the talent attraction and retention domains, faced by AEs of different sizes
 - (b) Propose strategies for AEs to strengthen their HC practices and employee value proposition for better talent attraction, development and retention
 - (c) Provide recommendations for agencies to formulate policies and initiatives to support AEs in implementing the proposed strategies identified in (b) above.
- 1.4 The target group of the study would be AEs with more than 20 headcounts.

2 Scope of Services

- 2.1 The Contractor shall define the details of the study and propose the strategy, approach and methodology(s) to conduct the study to achieve the objectives. The approach and methodology for the study should include, but not limited to, the use of the following tools:
- Human Capital Diagnostics Tool (HCDT), managed by IHRP;
 - Focus Group Discussions (FGDs); and
 - Employee Surveys.
- 2.2 The Contractor is expected to design and carry out the research, including the project management, survey set up, data processing, data analysis, reporting and presenting project plans, milestone checks and the final report.
- 2.3 The Contractor will be required to seek approval (if required) from relevant bodies to administer the HCDT.
- 2.4 The Contractor shall minimally provide the following as the scope of work:
- (a) Administer the HCDT assessment with approximately 23 AEs of various firm sizes (preferably with all big 4s included), Contractor to propose suitable sample size for each type of

Type of AEs	No. of employees	No of AEs locally
Big 4	>= 1000	4
Large	101-999	9
Medium*	31-100	35
Small*	20-30	15

**Estimated based on AECensus 2018*

- (b) Provide individual HCDT assessment report for identified firms that participated in the assessment;
- (c) Develop focus groups based on results of HCDT assessments;
- (d) Facilitate focus group discussion sessions with both employer and employees of AEs who participated in HCDT assessment to gather deeper insights;
- (e) Conduct employee surveys to understand talent attraction & retention issues with the targeted firms;
 - Contractor to propose minimum number of responses from employees for each AE
 - Survey should provide insights on employees' decision to stay or leave the sector or firm.
- (f) Final report, including key findings and insights from HCDT assessments, employee surveys, and focus group discussions, proposed strategies and recommendations based on the various AEs' size. This must be a formal report in Microsoft Word format.
- (g) Presentations of the findings to the Commission.

3 Data Protection

- 3.1 The Contractor shall maintain strict confidentiality of all information and material received or generated in relation to this contract, in accordance with the Official Secrets Act and SAC's security policies. The Contractor shall adhere to the Personal Data Protection Act (PDPA) for the handling of all personal data for this study and keep all information about this study strictly confidential. Upon completion of the study, the Contractor is to ensure that all data provided by the Commission is to be returned / destroyed. The Commission will inform when the Contractor may proceed to do so.
- 3.2 The Contractor shall also take steps to ensure that only personnel directly involved in this study have access to the data. It shall make all reasonable effort to ensure that all personnel involved in the collection / processing of data do not disclose, or allow to be disclosed, any information or data provided to, made available to, or obtained in the course of their participation in this study.
- 3.3 The Contractor shall ensure that security and secrecy are observed by the Contractor's personnel and sub-contractors assigned to the project in accordance to the Official Secrets Act and any written instructions from the Commission. Personnel assigned to the project during the Contract Period shall be subjected to security clearance and approval by the Commission and shall sign the "Undertaking to Safeguard Official Information".

3.4 All materials produced in conjunction with this study shall belong to the Commission and shall not be used or reused without the Commission's permission.

4 Data Integrity

4.1 The Contractor shall have in place a robust audit system to ensure data integrity.

4.2 The Contractor shall provide the Commission with the details on how quality control is assured with regard to (i) data collection, (ii) data validation and (iii) data cleaning. Depending on the information provided, the Commission may request for further clarity on the processes or for tighter measures to be taken.

4.3 The Contractor shall inform the Commission at once of any case of data fabrication. The same shall apply if data fabrication is identified by the Commission through its audits. The Commission reserves the right to terminate the Contractor at any point, if the latter is found to be lacking in exercising all reasonable efforts in ensuring that data integrity is assured.

5 Project Management

5.1 The Contractor shall be wholly responsible for the deliverables according to the requirements stated in this Invitation-to-Quote document. The Commission reserves the right to terminate (after giving seven (7) days prior written notice to the Contractor) should the Contractor fail to perform any of its obligations listed in this Invitation-to-Quote document. In this case, the Contractor shall only be paid for the services conducted till the notice of termination.

5.2 The Contractor shall provide a main Project Manager and his/her covering as the point of contact throughout the contract period.

5.3 The Contractor shall seek the Commission's inputs and approval for all items stated in the contract.

5.4 The Contractor shall ensure all deliverables listed in this Invitation-to-Quote document have been presented and accepted by the Commission by the end of the project duration.

6 Progress Reporting

6.1 The Contractor shall provide progress updates to the Commission from contract award to the completion of the project. The frequency of the progress updates shall be discussed with the Commission upon award of Contract. The report should include but not limited to the activities which are in progress, activities to be commenced and interim data sets.

6.2 The Contractor shall also provide ad-hoc progress updates as and when requested by the Commission.

6.3 The Contractor shall be responsible for informing the Commission, as early as possible, of any impending slippage in the delivery dates and any matters likely to impede the progress of the project. The Contractor shall also advise the alternatives available.

7 Documentation

- 7.1 The Contractor shall provide complete and detailed documentation which include the following:
- i) Proposal detailing the scope, approach and methodology for the study
 - ii) Research analysis and report
- 7.2 The Contractor shall provide the above reports and documents in Microsoft Word and/or Microsoft PowerPoint.
- 7.3 The Contractor shall provide draft versions of the documentation for the Commission to review before delivering the final version of the documentation to the Commission for approval. The Commission shall accept the final version of the documentation, after all the corrections have been made and after all amendments required by the Commission have been incorporated into the documentation by the Contractor.

8 Project Timeline

- 8.1 The Contractors shall propose a detailed project timeline for the Commission's consideration, but to note that the final report and presentation should be completed by 15th January 2020.
- 8.2 The Commission reserves the right to make adjustments to the timeline, where necessary, in consultation with the Contractor.

9 Payment Milestones

- 9.1 The payment shall be made in full upon completion of full analysis and recommendation report.
- 9.2 Payment will be made within 30 days upon the Contractor's submission of electronic invoices for each of the payment milestone listed in Para 9.1.
- 9.3 The price is exclusive of any Goods and Services Tax ("GST") chargeable on the supply of goods, services and works.

10 Submission of Proposal

- 10.1 The Contractor is required to submit their proposal which shall include, but not be limited to, the following:
- i) **Price Schedule** - A detailed price quotation for the services based on the information provided in this document, with a breakdown of costs as per Annex C. Please note that the cost quoted should be all inclusive. The Contractor is expected to bear its own operating expenses such as office rental, equipment and facilities.
 - ii) **Proposal** detailing the scope, approach and methodology for the study
 - iii) Detailed **manpower deployment plan** clearly specifying the duties and responsibilities of all personnel assigned to this project. Profiles of all key personnel, including qualifications and experience in performing similar work, shall be provided.

- iv) **Detailed project timeline**, including the duration needed to complete each work item.
 - v) **Company Information and Track Record** - Information about the company, including a brief history of the company, company's experience and expertise in similar project, and scope of operations. The Contractor shall provide a list of clientele (within the last three (3) years) for reference.
 - vi) **Other Information** – This shall include any other additional information, including assumptions made that are relevant to the submitted proposal, deemed necessary by the Contractor.
 - vii) **Statement of Compliance** – A paragraph-by-paragraph statement of compliance according to the section/paragraph references in this document. Please use Annex B.
- 10.2 All offers shall be submitted via email (enquiries@sac.gov.sg)
- 10.3 The Commission reserves the right to reject any submission that is incomplete, or that fails to provide sufficient information.
- 10.4 Offers submitted after the closing date will not be considered.
- 10.5 Quotations shall remain valid for 3 calendar months from the date that the ITQ closes.
- 10.6 Please note that the quotations and proposal cannot be considered as accepted unless and until a written notice of acceptance / Purchase Order, either delivered or transmitted by fax or email, is issued by the Commission.

11 Evaluation Criteria

- 11.1 The Contractors shall be evaluated based on the following criteria:
- (a) Stage One Evaluation Criteria
 - i) Contractors shall not be debarred
 - ii) Contractors shall comply to the requirement specifications (Annex A)
 - iii) Contractors have been certified and given permission by relevant bodies to administer the Human Capital Diagnostic tool assessment

(b) Stage Two Evaluation Criteria

The Contractors who meet the Stage One Evaluation criteria will be further evaluated based on the following:

S/N	Item	Assigned Weightage (%)
1	Overall quality of proposal detailing the research methodology for each phase of the study	40
2	Price competitiveness	20
3	Company track records in the past 2 years and assigned personnel's experience in managing similar project	40

Shortlisted Contractors may be required to make detailed presentations on their proposals. The Commission will liaise with the shortlisted Contractors on the schedule for presentations.

In the event that the non-price attributes' score does not meet 50% of the total non-price weightage, the commission reserves the right of not awarding the tender to the tenderer.

12 Others

- 12.1 The Contractor shall indemnify the Commission against all actions, claims, injuries or demand that may be lawfully brought or made against the Commission from any cause whatsoever arising directly or indirectly, out of or in relation to or in connection with the works under the contract.
- 12.2 The Contractor shall ensure that all new materials/content, if any, used for the prototype do not infringe the Intellectual Property (IP) rights of any third parties.
- 12.3 All materials, data and information gathered, designed and produced by the Contractor for the purpose of this Contract shall remain the intellectual property and copyright of the Commission.
- 12.4 The Quotation Conditions of Contract as set out in Annex C shall govern the contract between the Commission and the Contractor.

13 Contact Persons

- 13.1 For clarification, please contact Ms Karin Khang (Karin_Khang@sac.gov.sg).

INSTRUCTION TO CONTRACTOR

1. SCHEDULE OF RATES

- 1.1 Contractors shall provide quotations of their proposed schedule of rates for providing the required services under the Contract in the format set out in **Annex E** ("Quotation").
- 1.2 The proposed fees rate shall comprise fees to provide the required services to SAC for the indicated periods. The fees payable to the successful appointed contractor shall be based on this quoted amount.
- 1.3 The schedule of rates shall not include GST which, if the successful Contractor provides evidence that it is a taxable person under the Goods and Services Tax Act (Cap. 117A), shall be borne by the SAC.
- 1.4 Stamp duty and court fees shall not constitute disbursements.

2. SUBMISSION OF QUOTATIONS AND DOCUMENTS

- 2.1 Only Quotations submitted to the SAC in accordance with paragraph 1 above and via email will be considered and evaluated.
- 2.2 All the relevant requirements of this invitation to quote ("ITQ") must be complied with, failing which the Quotation concerned may be rejected on the grounds of non-compliance.
- 2.3 Contractors providing Quotations must possess the relevant experience and track record in providing the required services

3. CONTRACTOR'S REQUEST FOR CLARIFICATIONS

- 3.1 Any contractor wishing to seek clarification on this ITQ must email its request to Karin_Khang@sac.gov.sg before **1700 hrs by 10th Sept 2019**, failing which the SAC may disregard any such request.

4. CLOSING DATE AND TIME

- 4.1 All Quotations must be submitted via email to enquiries@sac.gov.sg not later than **1100 hrs on 16th Sept 2019**, (the "Closing Date"). There will be no extension of this deadline and any Quotation received after this date and time will not be considered by the SAC.
- 4.2 No Quotation may be withdrawn after the Closing Date. Any contractor that attempts to do so may, in addition to any remedy which the SAC may have against it, be liable to be debarred from future procurement exercises by the Commission.

5. REQUEST FOR CLARIFICATIONS

- 5.1 If the SAC seeks further information or clarification regarding any aspect of a Quotation, the Contractor concerned must provide a full and comprehensive response within two (2) working days of the SAC's request.

6. QUOTATION VALIDITY PERIOD

- 6.1 The Quotation will remain valid for acceptance by the SAC for a period of ninety (90) days from the Closing Date stated in paragraph 4 above and during such extension of the period as may afterwards separately be agreed to in writing by the Contractor concerned at the request of the SAC.

7. AMENDMENT OF TERMS

- 7.1 The SAC reserves the right to amend any terms in, or to issue supplementary terms to any of the sections and provisions of the ITQ, by way of a corrigendum at any time prior to the Closing Date.

8. WITHDRAWAL OF ITQ

- 8.1 The SAC reserves the right to withdraw this ITQ before the Closing Date at its sole and absolute discretion without giving any reason.

9. ELIGIBILITY

- 9.1 Any Contractor currently debarred from participating in Singapore government quotations or tenders is not eligible to submit a Quotation to the SAC. If a Quotation is submitted without explicit mention that the Contractor is currently debarred, the SAC shall treat the submission of the Quotation as an express continuing declaration by the Contractor that it is in fact eligible to submit a Quotation, and, if such a declaration is discovered to be false, the SAC will be entitled to rescind any contract entered into pursuant to such a Quotation, without the SAC being liable therefore in damages or compensation.

10. ACCEPTANCE OF QUOTE

- 10.1 The SAC will be under no obligation to accept the lowest Quotation or any Quotation and is under no obligation to award any contract under the ITQ.
- 10.2 The SAC will not enter into correspondence with any Contractor regarding the reasons for not accepting its Quotation, and for not awarding any contract under this ITQ after evaluating the Quotations received, as the case may be.
- 10.3 The SAC reserves the right to accept such portion of a Quotation of any Contractor as the SAC may decide and the right to at the same time, similarly accept a portion of the Quotation of any other Contractor.

EVALUATION CRITERIA

INVITATION TO QUOTE FOR THE APPOINTMENT OF A CONSULTANT TO STUDY ON HUMAN CAPITAL CAPABILITY IN THE ACCOUNTANCY SECTOR USING HUMAN CAPITAL DIAGNOSTICS TOOL

The evaluation criteria for the selection of the contractor will be based on:

	Criteria	Weightage	To be completed by Contractor
1	Compliance with Instructions to Contractor, Conditions of Contract and Requirement Specifications, as stated on this ITQ;	*critical	Yes / No
2	Not debarred from public sector tenders/ quotations on or after the Closing Date;	*critical	Yes / No
3	Contractor's ability to deliver services within the indicative timeline stated in Annex B;	*critical	Yes / No
4	Contractors have been certified and given permission by relevant bodies to administer the Human Capital Diagnostic Tool assessment	*critical	Submission of relevant supporting documents
5	Overall quality of proposal detailing the research methodology for each phase of the study (stated in Annex B)	40%	Submission of proposal in .pdf format
6	Price competitiveness	20%	Annex E
7	Experience and expertise in similar scope of project work: <ul style="list-style-type: none"> • List of major customers/clients and nature of work (for past 2 years) • Personnel's experience in managing similar projects 	40%	<ul style="list-style-type: none"> • Annex F-3 & CVs of project personnels (including similar projects managed)

*** Contractors who not fulfil any of the critical evaluation criteria will not be considered for further evaluation.**

Schedule of Rates to be submitted by Contractor

S/N	Description	Unit of Measurement	Estimated Quantity (a)	Unit Price (b) \$	Total Price (c) = (a) x (b) \$
1	Administration of Human Capital Diagnostic Tool ("HCDT") Assessment	Per assessment			
2	Provision of organisation report based on results of HCDT Assessment	Per Report			
3	Administration of Employee Survey and Provision of organisational report based on results of employee survey.	Per Report			
3	Development of methodology and facilitation of Focus Group Discussion Session (to exclude logistics & refreshment cost)	Per session			
4	Delivery of Final Report and presentation	Per Session	1		
5	Any other value added services (please indicate)				
Total Cost of Study					

Note: The fees quoted must be an 'all-inclusive' cost with no out of pocket expenses, **excluding GST**. All fees quoted must be according to the specifications.

Company's Name and Address:	
Name of authorised person:	
Designation:	
Telephone No.:	
Email address:	

SCHEDULE OF PERSONS EMPOWERED TO ACT

The following persons are empowered to sign contract documents and act on the contractor's /company's behalf:

Name	Position Held

GST STATUS

We are / are not * a taxable person under the *Goods and Services Act*.

(* delete as appropriate)

Our GST registration number is _____

Our GST registration date is _____

PLEASE STATE THE FOLLOWING IN THIS ANNEX

- **List of major customers/clients and nature of work (for the past 2 years)**

S/N	Major customer/client	Nature of work	Completion date (MM/YY)

I/We hereby confirm that the items listed in the above schedule are true and accurate and based on relevant projects executed by us in the past 2 years *(if space is insufficient, please continue on separate sheet)*.

COMPANY STAMP

NAME / DESIGNATION

SIGNATURE / DATE