

10 May 2019

Dear Sirs,

INVITATION TO OPEN TENDER FOR THE PROVISION OF EXAMINATION SETTING SERVICES FOR THE SINGAPORE ACCOUNTANCY COMMISSION

1. In this Invitation to Open Tender ("ITT"), the Singapore Accountancy Commission ("SAC") (incorporated under the Singapore Accountancy Commission Act 2013 (Cap. 5) of Singapore) hereby invites Tenderers to each submit a formal proposal ("Tender") for the provision of the examination setting services to the SAC in accordance with all the terms and conditions as set out in this ITT (which includes all its Annexes) and the terms and conditions.
2. The objective of this ITT is to procure for the provision of the examination setting services specified in paragraph 1 as more particularly described in the **Requirement Specifications in Annex B**.
3. Each Tender proposal must be submitted in accordance with this ITT, including the
 - (a) Instructions to Tenderers and Conditions of Contract - Annex A
 - (b) Requirement Specifications, Evaluation Criteria – Annex B
 - (c) Particulars of Tenderer Form, Form of Tender, Schedule of Rates, and Statement of Compliance - Annex C.Any Tender proposal not made in accordance with the Instructions will not be considered.
4. All required items must be submitted not later than the closing date and time specified in paragraph 4 of the **Instructions to the Tenderers in Annex A**. The SAC may reject any Tender proposal where any attempt is made to amend and/or vary the terms or conditions in this ITT, including all its Annexes.
5. The issuance by the SAC of a Letter of Acceptance (as defined in Annex A) accepting the Tender proposal or part thereof shall create a binding Contract between the SAC and the successful tenderer concerned on the terms and conditions as set out in this ITT (including all its Annexes). Such issuance of the Letter of Acceptance to the address or email of the successful tenderer as specified in the Tender, whether through email or by hand or by post, shall be deemed effective communication of acceptance.
6. All Tender proposals must be submitted electronically via email to **enquiries@sac.gov.sg** not later than **14 June 2019, 11.00 am** (the "Closing Date").

**MR. EVAN LAW
CHIEF EXECUTIVE
SINGAPORE ACCOUNTANCY COMMISSION**

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

INSTRUCTIONS TO TENDERERS

1 Definitions

- 1.1 Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:
- (a) "Invitation to Tender" means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.
 - (b) "Contract" means any resultant contract and its Annexes between the SAC and the successful Tenderer.
 - (c) "Contractor" means the successful Tenderer.
 - (d) "Tenderer" means a person or his permitted assigns tendering to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.
 - (e) "Conditions of Contract" also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.
- 1.2 Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

2 Evaluation Criteria

- 2.1 Where the Invitation to Tender specifies evaluation criteria in terms of the financial category and supply category/head required for registration with any Government Registration Authority (GRA), namely the Expenditure and Procurement Policies Unit of the Ministry of Finance and the Building and Construction Authority, as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.
- 2.2 Where a Tenderer's existing registration with a GRA, which is valid up to the closing date of this Tender, specifies that the Tenderer has met particular criteria in relation to particular financial category and supply category/head, the SAC will regard the Tenderer as having met the criteria specified in the registration for the financial category and supply category/head set out in the registration and in the manner set out in the registration.
- 2.3 Tenderers who are registered with the relevant GRA, specifying that they have met the criteria for this Tender, must declare their registration status in the manner set out in the Invitation to Tender.
- 2.4 Tenderers who do not hold a valid registration from the relevant GRA specifying that they have met the criteria for this Tender are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and declare their registration status in their tenders. Such tenderers should apply for registration with the Ministry of Finance through the Electronic Business (GeBIZ) with effect from 9th September 2002. The address for the GeBIZ Homepage is <http://www.gebiz.gov.sg>. If by the closing date of tender, their registration with the relevant GRA is still pending, tenderers should enclose a copy of the receipt for registration fee paid issued by the GRA(s) with their tenders.

3 Eligibility

- 3.1 Any company or business who is currently debarred from participating in Government tenders is not eligible to participate in this Tender. If a tender is submitted without explicitly mentioning that the Tenderer is currently debarred, the SAC shall treat the submission of the tender as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Tender and, if such a declaration is discovered to be false, the SAC will be entitled to rescind any contracts entered into pursuant to such a tender, without the SAC being liable therefore in damages or compensation.

4 Submission of Tender

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

Information or document(s) in tender	Mode of Submission	Closing Date (Singapore Time)
All information and supporting documents listed in this Tender, including duly-filled forms (i.e. Annexes A to C)	This shall be submitted to the SAC using electronic submission via email to enquiries@sac.gov.sg	14 June 2019, 11.00 am.

- 4.2 The SAC reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions to Tenderers.
- 4.3 All the relevant requirements of this invitation to tender ("ITT") must be complied with, failing which the Tender concerned may be rejected on the grounds of non-compliance.
- 4.4 Tenderers providing Tender must possess the relevant experience and track record in providing the required services, and provide all relevant documentation as evidence of such qualities, including without limitation the following:
- (a) The names and resumes of the Tenderer's proposed team members and their intended roles in providing the Services;
 - (b) A list of services of similar nature undertaken directly by the proposed assigned team members (especially for government agencies and statutory bodies); and
 - (c) The Tenderer's current policies and practices with regards to the handling of classified and/or client information.

5 Compliance with Instructions

- 5.1 Tenders will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any tender which attempts to vary the Form of Tender or Conditions of Contract is liable to be rejected. In consideration of the tenderer agreeing to abide by these instructions in the Invitation to Tender, the SAC shall evaluate the tenders fairly and in accordance with the said instructions.

6 Validity Period

- 6.1 Tenders submitted shall 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 Tenderer 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 ITT, by way of a corrigendum at any time prior to the Closing Date.

8 Withdrawal of Tender

- 8.1 No tenders may be withdrawn after the closing date prescribed in the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which the SAC may have against him, be liable to be debarred from future Government tenders.
- 8.2 The SAC reserves the right to withdraw this ITT before the Closing Date at its sole and absolute discretion without giving any reason.

9 Compliance with Part Numbers

- 9.1 If the SAC has, in this Invitation to Tender, stated the Part Numbers of the Goods required and the Tenderer wishes to offer an item which does not correspond with any of the stated Part Numbers, the offer by the Tenderer shall, for the purposes of Clause 9 hereof be deemed to be non-compliant with technical requirements.

10 Compliance with Technical Requirements

- 10.1 The Tenderer shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in this Invitation to Tender. In the event of any non-compliance with the technical requirements, the Tenderer shall satisfy the SAC (by providing a certification from the manufacturer of the item offered or a copy of the relevant extract from any reputable publication citing clearly its title and edition) that the form, fit and function of the items offered are equivalent to the Goods required and that they are interchangeable. Where the Tenderer fails to satisfy the SAC in the manner above, the tender is liable to be rejected.

11 Acceptance of Tender

- 11.1 The SAC shall be under no obligation to accept the lowest or any tender and is under no obligation to award any contract under the ITT. The SAC shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender, and for not awarding any contract under this ITT after evaluating the Tenders received, as the case may be.
- 11.2 The SAC reserves the right, unless the Tenderer expressly stipulates to the contrary in his tender, of accepting such portion of each tender as the SAC may decide.
- 11.3 The issue by the SAC of a Letter of Acceptance accepting the tender or part of the tender (see paragraph (b) for exception) shall create a binding Contract on the part of the Tenderer to supply to the SAC the Goods and/or Services offered in the tender. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance will be handed to or posted to the successful Tenderer's address as given in his tender and such handing or posting shall be deemed good service of such notice. The SAC may at its discretion require the Tenderer to sign a written agreement.
- 11.4 The Letter of Acceptance may be issued:
- (a) To the successful Tenderer's address as given in his tender by hand or by post.

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

12 Samples

- 12.1 Where the Invitation to Tender specifies that samples; e.g. of Goods and/or packages, shall be submitted as evidence of the type and quality of items offered in the Tender, such samples shall be delivered at the site and by the time stipulated in the Invitation to Tender and should be marked clearly with the Tender number, item number and the name of the tenderer. Where samples are required, failure to provide the required samples at the stipulated time may render the tender liable to be disqualified.
- 12.2 The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the SAC shall not be obliged to return any samples to the Tenderer. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Tenderer and where the samples are to be subject to destructive testing, such samples will not be returned to the Tenderer.
- 12.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the SAC shall be borne by the Tenderer.

13 Specifications, Patterns, Samples or Drawings

- 13.1 Any specifications, patterns, samples or drawings specified in the Invitation to tender will be available for inspection by the Tenderer at the address specified on the invitation during normal working hours up to the stipulated time on the closing date.

14 Language

- 14.1 The tender and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in the English language.

15 Export Approval

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

16 Confidentiality

- 16.1 Except with the consent in writing of the SAC the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the SAC.
- 16.2 The SAC may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the SAC.

17 Ownership of Tender Documents

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

18 Alteration, Erasures or Illegibility

- 18.1 Except for amendments to the entries made by the Tenderer himself which are initialed by the Tenderer, tenders bearing any other alterations or erasures and tenders in which prices are not legibly stated are liable to be rejected.

19 SAC's Clarifications of the Tenderer's Proposal

19.1 In the event that the SAC seeks clarification upon any aspect of the Tenderer's proposal, the Tenderer shall provide full and comprehensive responses within two (2) working days of notification.

20 Expense of Tenderer

20.1 In no case will any expense incurred by the Tenderer in the preparation of his tender be borne by the SAC.

21 The Goods and Services Tax (GST)

21.1 The Tenderer shall not include in the rates and prices proposed in his tender, the Singapore Goods and Services Tax (GST) chargeable for the supply of Goods or Services required in the Tender. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and Services.

21.2 If the Tenderer is a taxable person under the GST Act, the SAC will pay the successful tenderer, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and Services provided pursuant to this Tender.

22 GST Registration

22.1 The Tenderer shall declare his GST status in his tender. He shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act. He shall, if available, furnish the GST registration number to the SAC.

22.2 A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the Tender shall forthwith inform the SAC of his change in GST status. He shall be entitled to claim from the SAC any GST charged on the supply of Goods or Services made by him after his change in GST status.

23 Notification

23.1 Notification will not necessarily be sent to unsuccessful tenderers by the SAC.

24 Applicable Law

24.1 All tenders submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the Applicable Law Clause in the Conditions of Contract.

25 Ownership Status of Tenderer

25.1 The Tenderer shall provide full information on

- (a) The name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer;
- (b) The number, percentage and class of shares held by such person, company or corporation.

26 Shortlisting Tenderers

26.1 The SAC reserves the right to shortlist tenderers in accordance with the criteria set forth in the Invitation to Tender; and give those so shortlisted the opportunity to submit new or amended tenders on the basis of the SAC' revised requirements, in accordance with a common deadline.

26.2 The tenders received based on the tenderer and updated requirements shall form the basis of the final tender evaluation. The tenders received in the final round shall be complete and comprehensive, and shall over-ride all tender proposals previously submitted. The final offer shall not make references to previous offers. All the tender proposals received in the previous rounds shall be treated as lapsed. Such final offers shall be submitted electronically as instructed by the SAC.

27 Consortium

27.1 As used 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 is submitted by a Consortium:

- (a) Each member of the Consortium shall be a business organisation duly organized, existing and registered under the laws of its country of domicile.
- (b) No Consortium shall include a member who has been debarred from public sector tenders.
- (c) After the submission of the tender, any introduction of, or changes to, Consortium membership must be approved in writing by the SAC.
- (d) The following documents must be submitted with this tender:
 - A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
 - (i) The tender is to be submitted by a member of the Consortium ("Lead Member"). Documentary proof must be provided that the Lead Member is authorized by all members of the Consortium to submit, sign the tender, receive instruction, give any information, and accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
 - (1) Relevant provision(s) in the certified copy of the consortium or partnership agreement, or
 - (2) Certified copies of powers of attorney from each members of the Consortium.
- (e) Information must be submitted with respect to:
 - (i) The legal relationship among the members of the Consortium.
 - (ii) The role and responsibility of each member of the Consortium; and
 - (iii) The address of the Consortium to which the SAC may send any notice, request, clarification or correspondence.
- (f) If the SAC awards the Contract to a Consortium:
 - (i) The Letter of Acceptance may be handed to or posted to the address of the Lead Member of the Consortium given in the tender.
 - (ii) The issue by the SAC 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 SAC for the due performance of the Contract.
- (iv) As and when requested by the SAC, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the SAC. Until the said formal agreement is prepared and executed, the Consortium's tender together with the SAC's Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.
- (v) In the event that any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the contract.

28 Corrigenda to Invitation to Tender

- 28.1 The SAC reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the closing date of the Tender.

29 Disclaimer

- 29.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The SAC shall not be liable to any tenderer for any information in this Invitation to tender which is incomplete or inaccurate. For avoidance of doubt, the "information" mentioned in this paragraph excludes the Conditions of Contract and Requirement Specifications.

30 Schedule of Rates

- 30.1 Tenderers shall provide offers of their proposed schedule of rates for providing the required services under the Contract in the format set out in Annex C ("Tender").
- 30.2 The proposed fees rate shall comprise professional fees rendered by the respective Tenderers to provide the required services to SAC for each year. The fees payable to the successful appointed tenderer shall be based on this quoted amount.
- 30.3 The schedule of rates shall include out-of-pocket disbursements and must not include GST which, if the successful Tenderer provides evidence that it is a taxable person under the Goods and Services Tax Act (Cap. 117A), shall be borne by the SAC.
- 30.4 Stamp duty and court fees shall not constitute disbursements.

31 Tenderer's Request for Clarifications

- 31.1 Any tenderer wishing to seek clarification on this ITT must email its request to **gabriel_chan@sac.gov.sg before 1700 pm on 31 May 2019**, failing which the SAC may disregard any such request.

CONDITIONS OF CONTRACT (SERVICES)

1 DEFINITIONS

1.1 In these 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 authorized by the Commission to act on its behalf.
- (b) "Contract" includes the Contractor's tender, Instructions to Tenderers, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Works Orders issued by the SAC to the Contractor for the supply of the Services.
- (c) "Contract Materials" shall mean any information, materials or products arising in the course of or resulting from the Contractor's performance of the Services.
- (d) "Contractor" means the successful Tenderer who has been awarded the Contract by the SAC.
- (e) "Contractor Materials" shall mean any and all designs, concepts, drawings, ideas, images and any other information and materials existing prior to this Contract and used by the Contractor to enable it to perform the Services and produce and deliver the Contract Materials.
- (f) "Intellectual Property Rights" shall mean all intellectual and/or industrial property rights of whatever nature and kind anywhere in the world, whether registrable or otherwise, including without limitation, patent rights, copyright, design rights, trade marks and other rights under the general law such as in passing off, unfair competition, trade secrets and confidentiality, including all rights, title and interests related thereto and goodwill associated therewith.
- (g) "SAC Materials" shall mean any and all data, designs, concepts, drawings, ideas, images and any other information and materials provided to the Contractor by the SAC under this Contract or otherwise in the course of the Contractor's provision of the Services and/or the Contract Materials.
- (h) "Services" means the work which the Contractor is required to perform under the Contract.
- (i) "Tenderer" means a person or his permitted assigns offering to supply the Services.
- (j) "Parties" refer to the SAC and the Contractor.
- (k) "Person" includes a corporation or an incorporated association.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

1.4 Unless otherwise specified, time is of the essence in this Contract and references to "days" shall mean calendar days.

2 SCOPE OF CONTRACT

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

2.2 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 endeavors to promote the interests of the Commission.

2.3 Unless otherwise stated in the Contract, the Contractor agrees and guarantees that all Goods supplied under the Contract shall be new and unused.

3 PERFORMANCE

3.1 The Contractor shall perform the Services and in the manner specified in the Annex C – Requirement Specifications and by the dates set out in Annex B or by such later dates if agreed by the SAC in writing. Upon delivery, the Contractor shall obtain a receipt therefore from the SAC. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing any Defective Goods or for re-performing deficient Services.

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 off-set 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.

4.5 Payments to the Contractor shall be made upon the completion and acceptance by the SAC of the items of Services provided (including the submission to the SAC of the Deliverables in question) as set out in Annex B – Requirement Specifications.

4.6 Within thirty (30) days of delivery of the Services ordered under the Contract, as above provided, and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the SAC and the SAC's receipt as referred to in Clause 3.1 of the Contract, the SAC will make payment to the Contractor of the full value of all Services so performed provided that no payment shall be considered as evidence of the quality of any Services to which such payments relates.

4.7 The payments under this clause shall not prejudice the SAC's right to reject deficient Services or the Contractor's responsibility to re-perform deficient Services.

4.8 Without limiting the SAC's right under the Contract, the amount of any payment or debt owed by the Contractor to the SAC under the Contract may be deducted by the SAC from any monies payable by the SAC to the Contractor pursuant to this 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) to enforce any of its terms.

6 GIFTS, INDUCEMENTS OR REWARDS

- 6.1 The Commission may terminate the Contract in accordance with Clause 10 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 favor 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.

7 DELAY IN PERFORMANCE

- 7.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid.
- 7.2 Subject to Clause 7.1, if the Contractor fails to complete the performance of Services by the date specified in the Contract, the SAC shall have the right –
- (a) to cancel all or any such items of Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or
 - (b) to deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, a sum calculated at the rate of Singapore Dollars \$100 per day (including Sundays and Public Holidays), as liquidated damages for every day of delay until the Services are performed.

Provided that the recovery of such increased costs aforesaid shall be limited to such Services as is purchased or obtained, not exceeding the scope stated in the Contract, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.

8 SUB-CONTRACTING AND ASSIGNING

- 8.1 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.
- 8.2 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.

9 APPLICABLE LAW

- 9.1 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.
- 9.2 For the avoidance of doubt, until the Commission 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 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.

10 SUSPENSION OR TERMINATION

- 10.1 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 10 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.
- 10.2 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.
- 10.3 The rights of the Commission under Clause 10.2 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.
- 10.4 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).
- 10.5 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.
- 10.6 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 A5 of this Contract; and
 - (c) Provide a signed statement that it has complied fully with the obligations under this Clause 10.6.

11 RIGHTS OF THE SAC IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- 11.1 If the Contractor defaults in his performance of this Contract, the SAC may issue a Notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within ninety (90) days of the date of the notice of default, remedy the default. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and the SAC shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the SAC being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.
- 11.2 In the event of termination under Sub-Clause 11.1 above, the SAC shall have the right to purchase from other sources all the Services which remains unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by the SAC shall be recoverable from the Contractor.

12 VARIATION OF CONTRACT

- 12.1 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 authorized contract signatory of the SAC.

13 TAXES, FEES AND DUTIES

- 13.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the Contractor or its employees, including the Contractor's resident engineers and inspectors (if applicable), in carrying out its obligation under the Contract.
- 13.2 If the SAC receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that the SAC may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorizes the SAC to comply with the terms of the said request.
- 13.3 The SAC shall pay to the Contractor a sum equal to the Singapore Goods and Services Tax chargeable on the supply to the SAC of any services by the Contractor in accordance with the Contract. For clarification, "Goods and Services Tax" shall refer to tax under the (Singapore) Goods and Services Tax Act, Cap. 117A (2000 Ed.).
- 13.4 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person for the purpose of the Singapore Goods and Services Tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Regulations made under the Goods and Services Tax Act, Cap. 117A (2000 ed.).

14 GOVERNMENT REGULATIONS

- 14.1 The Contractor shall, at its own costs, obtain and maintain all license and authorizations, including export licenses and permits and other governmental authorizations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

15 INDEMNIFICATION OF SAC/ GOVERNMENT AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

- 15.1 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, 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.

15.2 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 15.

15.3 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.

16 MEDIATION CLAUSE

16.1 Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim arising out of or relating to this 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.

16.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 16.1.

16.3 Failure to comply with Clause 16.1 or 16.2 shall be deemed to be a breach of contract.

17 CONSORTIUM

17.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

Joint and Several Responsibility

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

Addition of members to Consortium

17.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the SAC.

17.4 Should additional member(s) be added to the Consortium at any time with the approval of the SAC, he or they shall be deemed to be included in the expression 'the Contractor'.

Withdrawal from Consortium

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

- (a) This Contract shall continue and not be dissolved, and
- (b) The remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

18 NOTICES

18.1 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.

19 WARRANTIES AND CONVENANTS OF THE CONTRACTOR

19.1 The Contractor warrants and represents to and for the benefit of the Commission that:

- (a) It is a company duly organized, validly existing and in good standing under the laws of its place of incorporation;
- (b) it has the required right, power, capacity and authority 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 authorized 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 licenses, authorizations, 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.

19.2 The Contractor warrants and undertakers 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 recognized 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.

20 MISCELLANEOUS

20.1 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.

20.2 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.

- 20.3 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.
- 20.4 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.
- 20.5 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.

COMPENDIUM OF ADDITIONAL CLAUSES (COAC) – FOR SERVICES

A1. WORKS ORDERS

- A1.1 All orders for Services to be supplied under the Contract shall be given from time to time, in writing, by the SAC on the appropriate order form (hereinafter referred to as “the Works Order”). All such Works Orders shall clearly state the details and nature of the Services to be supplied and shall also state the amount, calculated at the rates in the Contract that shall become due to the Contractor on the satisfactory completion of all the Services specified on such Works Order. On satisfactory completion of such supply the Contractor shall submit his bill to the SAC who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.
- A1.2 On receipt of any Works Order the Contractor shall commence performance of the Services referred to therein and complete the same as soon as promised in his tender or otherwise as expeditiously as possible.

A2. COMMENCEMENT AND DURATION OF CONTRACT

- A2.1 This Contract shall commence on the date stated in the Letter of Acceptance and shall remain in force until the dates set out in Annex B. The duration of the contract may be extended at the discretion of the SAC.

A3. ARBITRATION

- A3.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference into this Clause.

A4. REPLACEMENT OF PERSONNEL

- A4.1 The Contractor shall replace its personnel within fourteen (14) days from the date of written notice from the SAC that the said personnel is either:
- (a) Technically incompetent in carrying out the Services and all efforts by the Contractor have failed to resolve the issue within the said period; or
 - (b) The conduct of the said personnel is found to be detrimental to the national security.

A5. CONFIDENTIALITY AND SECURITY

- A5.1 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.

A5.2 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.

A5.3 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 SAC, 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 A5 to its professional advisers.

A5.4 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.

A5.5 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.

A5.6 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 A5 by its directors, employees, agents or contractors. The obligations contained in this Clause A5 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.

A6. JOINT & SEVERAL LIABILITY

- A6.1 If the Contractor is a joint venture or joint venture partnership, the individual companies or partners comprising the Contractor shall be deemed jointly and severally liable to the SAC under this Contract.

A7. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

DEFINITIONS

“Authority” means Government of the Republic of Singapore as a whole including all its Ministries, government departments and Organs of State and shall include any officer authorized by the Authority to act on its behalf.

“Background IP” means IP which is created prior to or independently of this Contract.

“Foreground IP” means IP which results from or is generated pursuant to or for the purpose of this Contract.

“IP” means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.

- A7.1 Nothing in this Contract shall affect any person’s right to own or license Background IP.
- A7.2 All Foreground IP created by the Contractor, its subcontractor or supplier shall vest in the SAC. The Contractor shall, by way of present assignment of future IP, do all things necessary to ensure that all Foreground IP is assigned to the SAC absolutely. The Contractor shall do all such things and to sign and execute all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to the SAC.
- A7.3 The Contractor shall obtain for and grant to the SAC and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive license, to use all Background IP owned by or licensed to the Contractor, its subcontractor or supplier.
- A7.4 For the avoidance of doubt, any IP in any results, report, data or information generated or produced by the SAC or another person on behalf of the SAC as a result of this Contract shall be owned by the SAC.
- A7.5 If the Contractor, its subcontractor or supplier intends to sell or transfer their Background IP, the Contractor shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the license that the Contractor, its subcontractor or supplier has granted to the SAC.
- A7.6 If any license granted or obtained for Background IP under Clause A7.3 is registrable under any IP registration system in Singapore, the Contractor shall:
- (a) Register the license under the IP registration system in Singapore; and
 - (a) Deliver copies of documentary proof of such license registration to the SAC as soon as possible.

A8. REQUIREMENT SPECIFICATIONS

- A8.1 The Contractor shall also adhere to the Requirement Specifications laid down in Annex B.

A9. COMPLIANCE WITH SAC REGULATIONS

- A9.1 Where any part of the Services is required to be carried out on SAC sites, the Contractor shall abide by, and shall ensure that all his employees, consultants, sub-contractors, suppliers and agents abide by, all applicable regulations, rules, procedures, policies, directions, guidelines, and codes of conduct of SAC relating to the management of SAC sites and premises, including (without limitation) site administration, safety and security, as may be amended from time to time.

REQUIREMENT SPECIFICATIONS

INVITATION TO TENDER FOR THE PROVISION OF EXAMINATION SETTING SERVICES FOR THE SINGAPORE ACCOUNTANCY COMMISSION IN CONNECTION WITH THE INTEGRATIVE BUSINESS SOLUTIONS EXAMINATION PAPERS

1. Introduction

- 1.1 The Singapore Accountancy Commission ("SAC" or "Commission") would like to invite Tenderers to submit a formal proposal for the provision of examination setting services for the SAC in connection with two (2) sets of Integrative Business Solutions examination (including the case study for these exams) during the period between August 2019 to August 2022, with an option to renew such provision of examination setting services for subsequent examinations.

2. Background about the SAC

- 2.1 The SAC was established on 1 April 2013 under the SAC Act.
- 2.2 The SAC is a statutory body under the purview of the Ministry of Finance of Singapore.
- 2.3 The principal activities of the SAC are to:
- (a) oversee the strategic direction for, and promote, facilitate and assist in, the growth and development of the accountancy sector and its related fields in Singapore;
 - (b) develop, provide for or administer, or facilitate or collaborate on the development, provision or administration of, programmes, qualifications, certifications, specialisations and continuing professional developments relating to the accountancy sector and its related fields in Singapore;
 - (c) promote, develop, improve or maintain, or facilitate or collaborate on the promotion, development, improvement or maintenance of, competencies, expertise and professional standards in the accountancy sector and its related fields in Singapore;
 - (d) promote, facilitate or collaborate on research and development activities for the advancement of the accountancy sector and its related fields in Singapore;
 - (e) develop or manage co-operation and exchange with other persons and organisations, including foreign and international organisations, in respect of matters relating to the accountancy sector and its related fields in Singapore;
 - (f) advise the Singapore government on matters relating to the development of the accountancy sector and its related fields in Singapore; and
 - (g) perform such other functions as are conferred on the Commission by or under the SAC Act or any other written law.
- 2.4 Additional information on the SAC's activities and can be found at the following internet link:
<http://www.sac.gov.sg/content/sac/en.html>

3. Background about the Integrative Business Solutions (“IB”) Module (the Module”)

- 3.1 The SAC currently offers the Integrative Business Solutions Module once a year in December. The module examination will be offered twice a year in June and December, with effect from 2020.
- 3.2 In connection with developing the IB module annually, the SAC is looking towards working with individuals or organisations with individuals who have relevant experience to be appointed as examiners for the SAC.
- 3.3. The IB module, being the final module of the Singapore CA Qualification Programme (“SCAQ”) will develop Candidates’ ability to identify business issues and opportunities, and use their knowledge, skills, values, and judgment acquired from the Ethics and Professionalism module, four technical modules, and practical work experience to develop integrative business solutions for relevant stakeholder groups.
- 3.4 Higher order knowledge and skills are required to assess strategic positions, business performance, and governance, as well as identify viable options, recommend appropriate plans to achieve strong organisational performance, and provide sustainable value-added solutions. The module requires Candidates to critically analyse business issues and demonstrate strong analytical skills through interpreting and evaluating multidisciplinary business case study/studies.
- 3.5 Please refer to www.sac.gov.sg/scaq for prior year examination papers.

4. Terms of Appointment of Contractor

- 4.1 The appointment shall commence with effective from the date of the Letter of Acceptance or an **agreed date**, and shall continue in force until **31 August 2022** (the “**Term**”). The appointment shall be renewable by mutual agreement between the Parties, by the SAC giving at least eight (8) months’ notice before the end of the Agreement.
- 4.2 This appointment is granted on a non-exclusive basis, and nothing in this Agreement shall prevent the Commission from appointing other individuals or third parties to act as examiners for its Module or any part thereof.
- 4.3 This is a contract for service upon the terms and conditions herein provided and the Contractor is an independent contractor and is not and shall not have any authority as an agent or employee of the Commission.

5. Duties of the Contractor

- 5.1 For each and every examination session held by the Commission during the Term, the Contractor shall:
- 5.1.1 Ensure that it fully complies with and performs the duties and responsibilities set out by the Commission in Clause 6 of this Annex (the “**Scope of Work**”);
- 5.1.2 Ensure that its performance of the said duties and responsibilities set out in the Scope of Work complies with the standards and requirements of the Commission, and is in a form and style as agreed with the Commission; and
- 5.1.3 Ensure that all obligations set out and all materials to be prepared under the Scope of Works are to be performed and/or completed and delivered to the Commission pursuant to the examination setting schedule set out in Clause 7 of this Annex (the “**Time Schedule**”).

5.2 In connection with Clause 5.1 above:

- 5.2.1 The Contractor shall agree and warrant to be bound by and/or perform the terms and provisions set out in the Scope of Work and Time Schedule (collectively the “**Duties**”), which shall be deemed to form part of this appointment.
- 5.2.2 The Commission hereby reserves the right to alter or amend the Duties reasonably from time to time when it deems fit, and the Contractor shall reasonably agree and warrant to undertake, observe and/or comply with such alterations or amendments and with any and all other conditions or directives which may be issued to the Contractor from time to time in connection with his appointment hereunder.
- 5.2.3 Without prejudice to the generality of sub-Clause 5.2.1 above, the Contractor shall agree and undertake to comply in all respects with the timetable contained in the Time Schedule. The Contractor shall further accept that time is of the essence in the performance of its obligations therein.

6. Scope of Work

6.1 Examination Materials

- 6.1.1 Determine and prepare the following for each set of IB exam:
 - i. Writing and research of case study including in-depth business overview, inclusive of history, branding, business development, regional presence, financial information, etc;
 - ii. One (1) set of Advance Information;
 - iii. One (1) set of Examination Day Documents;
 - iv. Three (3) requirements comprising the examination questions, suggested answers and marking guide; and
 - v. One (1) set of suggested answers and marking guide for the Executive Summary.

(Collectively known as, “**the Examination Materials**“.)

In accordance with the **Examination Rubric Guidelines (Annex D)** and the **Learning Outcomes Checklist (Annex E)**;

- 6.1.2 In the event that any component of the Examination materials is compromised before the examination and additional sets of the Examination Materials being prepared for previous examination sessions are available, these additional materials may be used as a contingency set of Examination Materials for the affected examination. For such cases, the Examiner will be required to review the contingency set of the Examination Materials and ensure that this set of the Examination Materials are up-to-date and free from error;
- 6.1.3 As part of the initial draft, the Contractor must indicate how each question (or part thereof) marries with the relevant learning outcomes/s and the **Examination Rubric Guidelines (Annex D)**, as provided by the Commission by completing a checklist as provided by the Commission (“**Learning Outcomes Checklist**” – **Annex E**). The Contractor is required to submit the completed checklist together with the draft Examination Materials for review by the SAC;
- 6.1.4 Ensure that all Examination Materials produced are original, not previously published, do not infringe any copyright, and are culturally sensitive and not likely to cause offence;
- 6.1.5 All examination questions are to be written using standard professional terminology and align with the module objective and learning outcomes as stated in Annex H , and follow the assessment guidelines, as set out in Annex G as provided by the SAC;

- 6.1.6 The coverage of learning outcomes as stated in Annex H for each examination session must be reviewed and agreed upon with the SAC;
- 6.1.7 As part of the marking guide, the Contractor is to provide very specific and detailed guidelines on how the assessment marks are to be allocated;
- 6.1.8 Ensure that all examination questions and suggested answers are free from error;
- 6.1.9 Work closely with the reviewers appointed by the SAC and designated Commission staff (collectively the "Examination Team") in the amendment and finalisation of the Examination Materials, and attend calls or teleconferences as scheduled by the Commission throughout the Examination Materials setting process;
- 6.1.10 Carefully read and correct all proofs of Examination Materials;
- 6.1.11 Ensure that the examination paper, as a whole, tests the application knowledge and techniques, integrates with Code of Professional Conduct and Ethics issued by the Institute of Singapore Chartered Accountants, and incorporates an Asian business market element;
- 6.1.12 Ensure that the assessment marks awarded to each question (or part thereof) accurately reflect the time and effort required, and that the overall length of the examination paper is commensurate with the allotted examination time;
- 6.1.13 Ensure that all Examination Materials are kept strictly confidential and with appropriate security measures in place i.e. encrypted electronic documents or paper-based documents are kept under lock and key with proper supervision and access controls in place;
- 6.1.14 If it is suspected that the the Examination Materials have been compromised in any way, the Commission must be informed immediately.

7. Time Schedule
For December 2020 Examination (Estimated due dates)

No.	Items	To the Commission	To the Contractor
1	Kick-off meeting between Commission and Contractor	1 August 2019	
2	Provide outline of case study to the Commission	15 November 2019	
3	Provide comments to outline to the Contractor		29 November 2019
4	Provide detailed background research to the Commission	13 December 2019	
5	Provide comments to detailed background research to the Contractor		27 December 2019
6	Submit 1st draft of the Examination Materials to the Commission	24 January 2020	
7	Provide comments on the 1st draft of Examination Materials to Contractor		21 February 2020
8	Submit 2nd draft of the Examination Materials to the Commission	20 March 2020	
9	Provide comments on the 2nd draft of Examination Materials to Contractor		17 April 2020
10	Agree on the finalised Examination Materials	Before 30 May 2020	
11	Post-delivery support until end of exams	Until 31 December 2020	
12	Debrief session	January 2021	

For June 2022 Examination (Estimated due dates)

No.	Items	To the Commission	To the Contractor
1	Kick-off/debrief between Commission and Contractor	January 2021	
2	Provide outline of second case study to the Commission	18 January 2021	
3	Provide comments to outline to the Contractor		1 February 2021
4	Provide detailed background research to the Commission	15 February 2021	
5	Provide comments to detailed background research to the Contractor		1 March 2021
6	Submit 1st draft of the Examination Materials to the Commission	29 March 2021	
7	Provide comments on the 1st draft of Examination Materials to Contractor		26 April 2021
8	Submit 2nd draft of the Examination Materials to the Commission	24 May 2021	
9	Provide comments on the 2nd draft of Examination Materials to Contractor		21 June 2021
10	Agree on the finalised Examination Materials	Before 31 August 2021	
11	Post-delivery support until end of exams	Until 31 August 2022	

8. Intellectual Property

- 8.1 The Contractor shall acknowledge the Commission's title, interests in and rights to all intellectual property and other confidential or proprietary information belonging to the Commission that the Contractor may have been provided with or have access to from time to time in connection with this Agreement.
- 8.2 The Contractor shall warrant and undertake that no part of the materials prepared by it pursuant to Clause 6 above (collectively, the "**Examination Materials**") misuses, infringes or violates the intellectual property rights or other rights of any third party. Where materials of third parties are utilised or reproduced, the Contractor shall duly inform and provide the Commission with a written list of such materials. If the reproduction or utilisation of such third party copyright materials do not fall within the exceptions set forth in sections 51, 52 and 52A Copyright Act (Cap 63), the Contractor shall delete or remove such third party materials from the Examination Materials or at its own costs and expense obtain from the relevant third parties all necessary written permissions, permits or licences, in electronic form or otherwise, for the Commission to reproduce the same.
- 8.3 Except for third parties' works that have been attributed to the original authors or have been granted permission from the original authors for their inclusion in the Exhibits and Marking Guide, the Contractor hereby assigns to the Commission all rights, title and interests, including all intellectual property rights in the Examination Materials in all countries in the world, including without limitation any current or future copyright in the Works or any subsequent upgrades, revisions and/or modifications thereto, so that such intellectual property shall fully vest in and become the property of the Commission.

9. Warranties By The Contractor

- 9.1 The Contractor shall hereby warrant that:
- 9.1.1 The Contractor is the sole author and authorised to fully assign and transfer the intellectual property rights in the Examination Materials to the Commission pursuant to the Clause above and that no other assignment, transfer or licence in respect of any rights in the Examination Materials, or any part thereof, has been granted to any third party;
- 9.1.2 The Contractor will keep the contents of the Examination Materials strictly confidential and to disclose the Examination Materials only to the Commission or any other person or entity duly authorised by the Commission;
- 9.1.3 The Examination Materials (including all third parties' materials that have been attributed to the original authors and consent obtained from the original authors for inclusion in the Examination Materials) shall be (i) original and of sufficient literary or educational merit as required or appropriate for the Module; and (ii) will not misuse, infringe or violate any third party copyright or other intellectual property or proprietary rights, nor any obligation of confidence owed to any third party;
- 9.1.4 The Examination Materials shall not contain anything of a libellous, defamatory, illegal, tortuous, immoral, obscene, offensive, religious, discriminatory or scandalous nature, or which shall expose the Commission to any civil or criminal proceedings in any part of the world;

- 9.1.5 All statements in the Examination Materials purporting to be facts are true and accurate to the Contractor's knowledge and belief;
- 9.1.6 The Contractor will not reproduce, distribute, adapt, circulate or use in any form or manner, any materials or information provided by the Commission under this Agreement and/or obtained by it during the course of the performance of its duties, including but not limited to any personal data contained in or contents of any examination materials assigned to it, except as may be reasonably necessary for and limited to the execution of its duties under Clause 6 of this Annex;
- 9.1.7 The Contractor will not represent itself as an agent of the Commission or incur any liability on behalf of the Commission and to undertake the work and services herein under with competence, diligence, professionalism, care and skill;
- 9.1.8 The Contractor will not conduct any type of SCAQ-related classes to teach, coach or otherwise tutor students or Candidates who are sitting for the said examinations for the Term covered under the Agreement;
- 9.1.9 The Contractor shall not appoint any Candidates who will be enrolling for the said examinations, any facilitators for the SCAQ workshop, any personnel working for a tuition provider for the SCAQ examinations, and or, any Approved Mentors and the Training Principal of any Accredited Training Organisation, who has been tasked to perform any part of the Scope of Work as described in Clause 6 of this Annex; and
- 9.1.10 The Contractor must not be currently be involved in any form of examination setting with other accounting professional bodies.

10. Confidentiality

- 10.1 Subject to Clause 10.2, with respect to all information which is disclosed to or received by the Contractor, in connection with this Agreement, from the Commission and/or its employees, administrators, advisors or consultants (whether in verbal, visual, written, electronic or other form) (the "**Confidential Information**"), the Contractor undertakes that it shall at all times:
- 10.1.1 Keep all Confidential Information strictly confidential, and accordingly, will not disclose, copy, reproduce, distribute or reveal any Confidential Information to any other person not authorised by the Commission;
- 10.1.2 Use all Confidential Information for the sole purpose of performing its obligations under this Agreement only and for no other purpose;
- 10.1.3 Not copy, reproduce or reduce to writing any part of the Confidential Information thereof, except as may be reasonably necessary for the aforesaid purposes in this Agreement and that any copies, reproductions or reductions to writings so made remains the property of the Commission;
- 10.1.4 Keep strictly confidential any discussions, negotiations, evaluations or investigations involving any Confidential Information (in whole or in part); and

- 10.1.5 Subject always to Clause 10.1.1, ensure that its employees and/or staff to whom Confidential Information is disclosed, covenant and undertake to keep such information confidential to the extent that the Contractor is bound by this Agreement and that all such covenants are strictly observed by the relevant employees and/or staff.
- 10.2 The following shall not constitute Confidential Information:
- 10.2.1 Information, which, at the time of disclosure, is available to the public (otherwise than through the default of the disclosing party);
- 10.2.2 Information that the Contractor can establish by prior record, was already known to it or was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Commission;
- 10.2.3 Information that the Contractor obtains from a third party, provided however that such information was not obtained by said third party, directly or indirectly, from the Commission under an obligation of confidentiality toward the Commission;
- 10.2.4 Information that the Contractor can establish was independently developed by it; and
- 10.2.5 Information that the Contractor is compelled to disclose by operation of law, a Court or other tribunal of competent jurisdiction, provided however that in such case the Examiner shall immediately give notice to the Commission so that the Commission may seek a protective order or other remedy from said Court or tribunal. In any event, the Contractor shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said Court or tribunal.
- 10.3 The Contractor shall:
- 10.3.1 Upon the expiration and/or termination of this Agreement, or upon receipt of a written request from the Commission, immediately return to the Commission or destroy as requested by the Commission, all documents and materials (and all copies thereof) containing the Confidential Information and certify in writing to the Commission that it has complied with the requirements of this sub-Clause 10.3.1; and
- 10.3.2 Notwithstanding the expiry or termination of this Agreement, or the return of the documents and materials as aforesaid, the Contractor shall continue to be bound by the undertakings set out in this Clause 10.
- 11. Conflict of Interests**
- 11.1 At any point during the Term, the Contractor agrees to disclose to the Commission immediately, any activities that arise which are of the type or nature which will cause a conflict of interest in the course of executing its Duties or Scope of Work.

12. Termination

12.1 The Agreement shall not be terminated before the end of the Term by either party, unless:

12.1.1 The Contractor commits any material breach of any term of this Agreement which is not capable of being remedied, or if the breach is capable of remedy but not remedied by the Contractor within fourteen (14) days of the date of written notice from the Commission specifying the breach and requiring its remedy;

12.1.2 The Contractor is guilty of any misconduct or wilful neglect in the discharge of its duties under this Agreement, including but not limited to any actions on the Contractor's part which may directly or indirectly affect the reputation of the Commission. For the avoidance of doubt, this includes but shall not be limited to the Contractor's conduct within or outside the premises of the Commission and/or any statements made by the Contractor disparaging or adversely affecting the reputation of the Commission; or

12.1.3 If the Examination Materials are persistently not up to the standard and rigour as prescribed by the SAC in Annex G and Annex H.

In the event the Agreement is terminated for reasons stated above, the Contractor shall waive any part of the fee which may be owed to it for any work done in respect of the Examination Materials, up to the date of the termination.

13. Waivers

13.1 Any waiver by the Commission of any breach of any term of this Agreement by the Examiner shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

No waiver by the Commission shall be valid unless made in writing and signed by its authorised representative.

14. Entire Agreement, Governing Law and Jurisdiction

14.1 This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings and undertakings in such respect and all obligations imposed by law to the extent that they conflict with the express provisions of this Agreement. This Agreement cannot be changed except by written agreement between the Parties.

14.2 The formation, interpretation, construction and effect of this Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore and the Parties hereby submit to the exclusive jurisdiction of the Singapore Courts.

EVALUATION CRITERIA

ENGAGEMENT OF CONTRACTOR FOR THE PROVISION OF EXAMINATION SETTING SERVICES FOR THE SAC

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

Selection Criteria for Organisations

	Criteria	Weightage
1	Not debarred from public sector tenders/ quotations on or after the Closing Date; and	*critical
2	Compliance with Instructions to Contractor, Conditions of Contract and Requirement Specifications, as stated in this ITT;	*critical
3	Capable of performing the Scope of Work in Clause 6 of Annex B, as stated in this ITT;	40%
4	Established team of in-house talents and/or network of experts with examination setting experience for the subject matter covered in the Scope of Work in Clause 6 of Annex B, as stated in this ITT;	10%
5	Proven track record of prior publications and/or prior experience in developing learning materials and examinations for the subject matter covered in the Scope of Work in Clause 6 of Annex B, as stated in this ITT;	30%
6	Competitiveness of price/ Value for Money.	20%

*** Contractor must fulfil all of the critical evaluation criteria.**

PARTICULARS OF CONTRACTOR

1. GENERAL INFORMATION

State whether:
Public Limited Co./ Private Limited Co./
Partnership / Sole Proprietorship _____

(Please submit a copy of instant information service from Accounting & Corporate Regulatory Authority)

Registered Name of Company/Firm: _____

Registered Address: _____

Telephone Number: _____

Fax Number: _____

Correspondence Address (if different from Registered address): _____

Registration No: _____

Date of Incorporation/Registration: _____

No. of years in the relevant industry: _____

GST status of tenderer under the GST Act: *Taxable/Non-taxable (delete as necessary)

For taxable tenderer, state GST Registration No. _____

If not, please indicate whether you will be a taxable Person under the GST Act: Will be/Will not* be a taxable person

Interbank Giro Account Number, if applicable

2. FINANCIAL INFORMATION

If body corporate, to state:-

Authorised capital _____

Issued capital _____

Total paid-up capital: _____

If partnership or sole proprietorship, to state capital set aside for business of this nature;-

Partnership/Sole Proprietorship (to delete whichever is in applicable)

Capital set aside _____

3. Name and Address of Banker(s): _____

4. DIRECTORS/PARTNERS

The Tenderer shall provide full information on :-

- a.) the name and address of any person, company or corporation which owns directly or indirectly, at least 50% of the capital or total number of shares in the Tenderer;
- b.) the number, percentage and class of shares or percentage of capital held by such person, company or corporation.

	Name	Identification No.	Position in Firm/Company	Address	% of Share
a.					
b.					
c.					
d.					

5. Persons Legally Empowered to Act and Sign

	Name	Identification No.	Position in Firm/Company	Address
a.				
b.				
c.				
d.				

6. I am/We are* registered with The Expenditure and Procurement Policies Unit (EPPU)/ The Building Construction Authority (BCA)* as follows:

Certificate of Registration No. _____

Date of Expiry: _____

Head	Financial Category

7. List of Debarments (if any)

S/No	Name of Authority	Reasons for Debarments	Dates where Debarment was effective	
			From	To
1				
2				
3				
4				

8. Particulars and Employment History of Professional Staff proposed or available for tendered Project (Program Manager, Senior Consultant, Consultant, Facilitator, etc)

	Name	Qualification	Institution	Year of Award	Relevant Working Experience (with Post Held & Responsibilities)
Professional Degree holder or equivalent					
Supervisory Diploma holder or equivalent					
Technical (e.g. Drivers) Trade Certificate holders					

If the space provided above is insufficient, please continue on an extension page setting out the required data in similar manner.

9. Projects executed for private organisations or other Government Agencies over the last 3 years to which reference may be made

S/No	Project Title	Client & Address	Value of Work (\$)	Contract Period (DD/MM/YY)		Officer-in-charge
				From	To	

If the space provided above is insufficient, please continue on an extension page setting out the required data in similar manner.

10. I declare that the information contained is in the best of my knowledge and belief in all aspects true and should there be any false statement I understand that my Firm/Company may be debarred from tendering for any work for SAC.

I hereby undertake to inform SAC of any changes of partnership/director of Firm/Company taking place during the term of the Contract.

I confirm that the consent of all persons whose personal data are disclosed in this tender submission have been obtained for SAC' use for purposes of this Tender and consequent contract, if awarded.

Signed/Confirmed by:-

(Please state designation of signatory
in Firm/Company i.e. Manager, Managing Partner or
Managing Director)

Firm / Company Stamp

Date: _____

Importance Notes

- (a) All items in these forms must be filled. Any item not applicable should be so stated. Incomplete forms may render the Tender to be rejected.
- (b) There forms must be signed/confirmed by persons or person legally empowered to act and sign on behalf of the Firm/Company.

FORM OF TENDER

To:

Name(s) of Tenderer(s):ⁱ

*[Name & Address of the
Government Department]*

Address:

TENDER NO: _____

1 We, _____ⁱⁱ (Name(s) in Block Letters) hereby offer and undertake on the acceptance of this tender to supply goods and services as specified in the Requirements Specifications of your Invitation to Tender and under the Instructions to Tenderer and Conditions of Contract of your Invitation to Tender.

2 Our Tender is fully consistent with and does not contradict or derogate from anything in your Invitation to Tender or downgrade anything in your Requirement Specifications. You are entitled to reject our tender if it is inconsistent with or contradict or derogate from anything in your Invitation to Tender or downgrade anything in your Invitation to Tender.

3 We undertake that we shall as and when required by you to execute with you a formal agreement in the appropriate form incorporating the Conditions of Contract set out in this Invitation to Tender together with such further terms and conditions, if any, agreed upon between the Government of Singapore and us. Until the said formal agreement is prepared and executed, this offer together with your written acceptance thereof, shall constitute a binding agreement between us.

4 OUR OFFER IS VALID FOR A PERIOD OF **NINETY (90) DAYS** FROM THE CLOSING DATE OF THIS TENDER.

5 We agree that as and when requested by **SINGAPORE ACCOUNTANCY COMMISSION (SAC)**, we shall extend the validity of this offer for one or more periods not exceeding in total **6** calendar months.

6 Our price (herein referred to as "the Contract Price") for the goods and services to be supplied by us is _____.

7 A breakdown of the Contract Price for the goods and services is given in the priced schedule attached hereto.

8 We are registered/not registered* with _____ Name of Government Registration Authority) under the following supply category/head(s) as specified in the Invitation to Tender:

Supply Category/Head	Financial Category	Expiry

(If the tender is submitted by a consortium, the registration status of every member in the consortium must be listed.)

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

10 We warrant, represent and declare that we are duly authorised to submit, sign this tender, receive instruction, give any information, accept any contract and act for and on behalf of _____ⁱⁱⁱ (Insert Name of contractor, company or consortium).

Dated this _____ day of _____, 201_____

Tenderer's (as *Principal/Agent)
Company or Business Registration No^{iv}:

Tenderer's official
Stamp^v:

Authorised Signature^{vi}
Name:

Designation:

(*Delete whichever is not applicable)

NOTICE: This Form duly completed MUST accompany every Tender Proposal. Any change to its wordings may render the Tender liable to DISQUALIFICATION.

SCHEDULE OF FEE TO BE SUBMITTED BY CONTRACTOR

S/N	Item	Singapore Dollars (SGD)
	Examination setting services	
1	i) June 2020;	
2	ii) June 2021;	
	Total #	

Note: The total fee quoted must be an 'all-inclusive' cost, **excluding GST**. All fees quoted must be according to the specifications.

Name and Address (Company's name and address)	
NRIC / Passport No.:	
Designation:	
Telephone No.:	
Email address:	

Annex D – Examination Rubric Guidelines

This checklist includes SAC's Examination Rubric and a list of common verbs and their descriptions. The rubric is a guide to assist the Examiner set an examination paper that meets the Module Objective by testing the Candidates' knowledge and skills through application, analysis, synthesis, and evaluation, and a crosscheck to ensure that the marking guide clearly communicates the type of answer required (i.e., content and style).

Module objective

This capstone module develops Candidates' ability to identify business issues and opportunities, and use their knowledge, skills, values, and judgment acquired from the Ethics and Professionalism module, four technical modules, and practical work experience to develop integrative business solutions for relevant stakeholder groups. Higher order knowledge and skills are required to assess strategic positions, business performance, and governance, as well as identify viable options, recommend appropriate plans to achieve strong organisational performance, and provide sustainable value-added solutions. The module requires Candidates to critically analyse business issues and demonstrate strong analytical skills through interpreting and evaluating multidisciplinary business case study/studies.

How the grades are awarded in the Integrative Business Solutions Module

In order to pass the earlier technical module examinations, Candidates needed to demonstrate that they were technically competent. However, in the IB module Candidates are required to go further and demonstrate that they are **clearly competent technically**. Candidates also are required to prove that they have **developed critical thinking skills**. They will do this by drawing on a broad knowledge base and show breadth and depth of experience in both the Professional Development Workshop assessment components and the IB Examination. Finally, Candidates must display evidence of **exemplary professional and ethical behaviour**.

The range of marks and grades for the IB Examination results are as follows:

Pass with High Distinction	86% - 100%
Pass with Distinction	75% - 85%
Pass with Merit	65% - 74%
Pass	50% - 64%
Fail	< 50%

How these grades are awarded in the IB Examination is summarised on the following pages, using the legend below.

Legend to the overall quality of the skill set required to become a Chartered Accountant of Singapore.

Competence Level	Description
Comprehensive	Highly skilled and professionally mature, with demonstrable expertise in providing integrative business solutions, indicative of a Chartered Accountant of Singapore with three to five years working experience in an accounting advisory role or similar.
Clearly competent	Highly skilled and professionally mature, with a clear ability to provide integrative business solutions as a Chartered Accountant of Singapore.
Competent	Sufficiently skilled and exhibits professional maturity, with the ability to provide integrative business solutions as a Chartered Accountant of Singapore.

To assist Candidates to best formulate their answers they will be given the following list of common verbs and their descriptions. Please refer to this list when designing each question and drafting the suggested solutions.

As an aspiring Chartered Accountant of Singapore, you must be able to communicate clearly, concisely, and professionally in order to work effectively with others.

Apart from testing your technical ability, the Singapore CA Qualification examinations are also assessing your communication skills, in particular, your ability to frame your answers using language that is clear to a layperson. Obviously, when marking the answer scripts, markers are looking for accurate answers that are focused on the question asked, but they are also looking for answers that convey information in a way that others can easily understand and that show a deep appreciation for any ethical and professional issues posed.

The following list of commonly used verbs ("action" words) will help you identify what the examiner expects from your answer and how you can maximise your marks. You will see that some of these verbs are quite similar and some are even interchangeable. The irony is that most questions in an examination paper will not contain a question mark, so you have to be able to determine what the examiner wants by picking out the verb in the instruction.

Account	Account requires you to show how to record an element in the financial statements appropriately. This might be by means of a journal entry, T-account, or an extract from the financial statements. Remember, a journal or a T-account is only complete if it shows the date of the entry, the correct accounts, the correct amounts, and has a description (narration) - easy marks are often thrown away through carelessness.
Advise / Give advice	As a Chartered Accountant of Singapore, your work will invariably require you to form an opinion about the most appropriate course of action, or offer alternative courses of action depending upon the situation. This type of question requires you to give specific guidance to an individual or a group (e.g. a taxpayer, audit client, management, etc.), so your answer must provide specific information or make a recommendation tailored to the individual or group.
Analyse	Identify the key components, look for similarities and differences, look for patterns or outliers, and weight up the issues. If there is numerical data, you might need to provide a range of answers depending on how you substitute the data into your model. Make sure you state any implications of your answer and any assumptions that you make.
Apply	This instruction requires you to relate your answer back to a specific document/s or set of facts. Alternatively, you may be required to use a specific formulae, model, or process. For instance, " Apply the relevant Singapore Financial Accounting Standard to ...". Another example would be " Apply the rules for recording and reporting foreign currency transactions ...". Apply and With reference to are similar.

Appraise	Make a judgment about the value, quality, outcomes, results, or size. Often there will be a qualifier in the instruction, which will tell you exactly what to appraise . For instance, " Appraise Company X's <u>credit worthiness</u> ...". Professional scepticism and professional judgment are called for when making an appraisal . Appraise and Assess are interchangeable.
Assess	Make a judgment about the value, quality, outcomes, results, or size. Often there will be a qualifier in the instruction, which will tell you exactly what to assess . For instance, " Assess the <u>adequacy</u> of the disclosures in the financial statements relating to ...". Professional scepticism and professional judgment are called for when making an assessment . Appraise and Assess are interchangeable.
Bullet points	Unless specifically asked for, <u>only</u> use bullet points in your answer as an absolute last resort if you are running out of time. A quarter of a mark is better than zero.
Calculate / Compute	Do the number crunching and derive the correct answer. Make sure that you write down your workings and crosscheck your numbers.
Comment	Comment is similar to evaluate in that you are required to make a judgment or provide your opinion based on the facts at hand. Professional scepticism and professional judgment are called for when commenting .
Compare and Contrast	Compare requires you to show how things are similar and/or different while contrast requires you to show how things are different or opposite. Even if you are asked just to compare , you must indicate both the similarities and differences.
Critically (analyse evaluate) /	Critically requires that your answer be more extensive than if you were asked to analyse or evaluate the data. Your answer must add a greater degree or level of accuracy, depth, knowledge, understanding, logic, questioning, reflection, and quality to your analysis or evaluation . Remember, critically requires you to consider both the positive and negative points and apply professional scepticism (a questioning mind) in conjunction with professional judgment. Often when an examiner asks you to critically evaluate or analyse something it is because there can be more than one right answer, so you have to convincingly defend your opinion as part of your answer.
Define	Like list , you are most unlikely to ever be asked just to define a term, particularly in an open-book examination unless it is a term that requires you to communicate your understanding rather than copying down someone else's definition. For instance, " Define in your own words ...".

Demonstrate	Demonstrate requires you to prove or disprove something beyond any doubt, or show that it applies in the situation described by giving evidence (for instance, provide an example). The evidence can be from the facts given or from your general knowledge and experience. Demonstrate and Illustrate are similar.
Describe	Describe requires you to provide the characteristics and features of an item or situation. For instance, " Describe the audit procedures to verify ..." requires you to state the specific audit procedure/s that you would use without going into step-by-step detail of how to perform that procedure.
Detail	Detail requires you to give very specific instructions or advice . For instance, " Detail the audit procedures to verify ..." requires you to provide step-by-step instructions. Another example is " Detail how the findings from the site visit will affect the planning of the statutory audit". This instruction requires you to state the positive and negative consequences in relation to the site visit and the planning of the audit. Don't forget to think about the future and the past, not just the present when stating the consequences.
Discuss	<p>Discuss requires you to provide the for and against arguments, you cannot have a discussion without opposing views otherwise it would be just a conversation. If discuss is placed near the front of the instruction, then it requires you to provide an answer that is similar to explain, but addresses the for and against arguments. For instance, "Discuss why numerical valuation is essential when buying or selling a small business".</p> <p>However, if there is a statement and discuss is placed at the end, your answer <u>must be</u> in the form of <u>an essay</u> with the following elements:</p> <ul style="list-style-type: none"> • An introduction, which declares whether you agree, disagree, partly agree, or partly disagree with the statement; • The body of your answer, stating: i) Why it is possible to agree <u>and</u> ii) why it is possible to disagree with the statement. You should provide examples to support both points of view; and • A conclusion that proves your original position. <p>An example of a discuss question that requires an essay style answer would be "Numerical valuation is not essential when buying or selling a small business because the actual selling price is the outcome of negotiation. Discuss".</p>
Distinguish	To note differences between. For instance, " Describe what is meant by the term tax planning and distinguish it from tax evasion". Apart from describing what tax planning involves (1-2 marks max), you need to explain how the two terms are different and how they are similar. However, providing a list of differences and similarities is insufficient - complete sentences are essential. In addition, it is important that you also mention any other relevant factors (e.g. the ethical and legal issues).

Evaluate	<p>Pass judgment on or provide your opinion based on the facts at hand. When making an evaluation, there are often predetermined criteria that you will use to base your opinion on. The key here is to give your opinion or make a judgment of the facts, but providing just a description of the facts is insufficient. Professional scepticism and professional judgment are called for when making an evaluation. Examine and Evaluate are interchangeable.</p>
Explain	<p>As a Chartered Accountant of Singapore, you will be frequently called upon in your work to explain difficult concepts and technical issues to people who are not accounting trained. This is where your ability to share your knowledge using simple everyday terms will be most needed.</p> <p>Explain requires you to write at least several sentences conveying how you have analysed and synthesised the information in a way that a layperson can easily understand the concept or grasp the technical issue at hand. For instance, "Explain whether an 'emphasis of matter' paragraph or an 'other matter' paragraph would be most appropriate in this instance", or "Explain how a partnership is assessed for tax".</p>
Examine	<p>Pass judgment on or provide your opinion based on the facts at hand. When examining the facts given, there are often predetermined criteria that you will use to base your opinion on. The key here is to give your opinion or make a judgment of the facts, but providing just a description of the facts is insufficient. Professional scepticism and professional judgment are called for when making an evaluation. Examine and Evaluate are interchangeable.</p>
Identify	<p>Identify is similar to list, but requires you to also provide an explanation as to why the item that you have identified is relevant to the facts given in the question.</p> <p>Often identify will require you to select a specific issue or issues, but not all issues, so you need to look out for any qualifying words. For instance, "Identify the Board Matters ..." is asking you to focus solely on issues that relate to Board Matters so if you digress and identify remuneration issues, you will not score well. Another example is "Identify the companies that qualify as members of the group for the purposes of group tax relief". In order to score well in this second example, you need to identify the companies and state why they are included in the group. You also need to state if a company is not included and why.</p>
Justify	<p>Whenever you see the word justify you <u>must</u> provide reasons for your answer, in other words, provide support for your argument or conclusion. If you fail to justify your answer, you will lose valuable marks.</p>
Illustrate / Give examples	<p>Illustrate requires you to provide an example, either from the facts given, a real-life example or a made up example to illustrate the point you are trying to make. Illustrate and Demonstrate have similarities.</p>

List	Prepare an itemised list . Although you are unlikely to ever be asked just for a list of items, it is important to remember that many of the common verbs used by examiners require you to begin with a mental list of issues to address.
Outline	Outline requires you to provide a general overview of the situation and indicate the main features. Outline is used when the question is worth only a couple of marks, but a single sentence is usually never enough to achieve full marks.
Prepare	Prepare requires you to produce your answer using a specific format. For instance, " Prepare the Statement of Cash Flows for ..." or " Prepare all the relevant journals ...". Remember, a journal is only complete if it shows the date of the entry, the correct accounts, the correct amounts, and has a description (narration) - easy marks are often thrown away through carelessness.
Propose	Put forward (for example, a point of view, idea, argument, alternatives, etc.) for consideration or action. For instance, "Based on the facts of the case, propose the most tax-effective vehicle ...", or " Propose audit adjusting entries to correct ...".
Quantify	Provide a numerical value (an exact calculation) or a range of values (upper/lower limits, average, likely values, etc.). For instance, " Quantify the misstatement in the 'investment in subsidiary' in the Statement of Financial Position". As with calculate and compute , you should always show your workings and crosscheck your numbers.
Record	Record is similar to prepare in that you may need to perform a calculation and show the specific components in an appropriate format. For instance, " Record the fair value gain/loss and indicate if the gain/loss is recognised as profit or loss or other comprehensive income".
Recognise	Recognise requires you to distinguish between various components and to be able to state how each component should be treated. For instance, "... and indicate if the gain/loss is recognised as profit or loss or other comprehensive income". Identify and Recognise have similarities.
Recommend	Make a statement about the most appropriate course of action. If there is more than one possible course of action, state which action you would choose and why (justify your choice). Your professional judgment and your ability to analyse and synthesis the wider situation are critical to scoring well in these types of questions. Don't forget to think about the future and the past, not just the present when making a recommendation .

Respond Reply /	This is your right of reply . When you are asked to respond , it is usually in reply to a comment made by someone else (although you can also be asked how you would respond in a particular situation). For instance, " Respond to the Chairperson regarding her comment on impairment". Whenever you are asked to respond , you must always justify your opinion or the actions you would take.
Use / Using	This instruction tells you the type of model that you must use when formulating your answer. For instance, " Using the Market Approach, ...".
State	State is similar to list , but the items require your professional judgement. For instance, " State any restrictions that apply". One of the easiest ways to make sure that you state comprehensively is to think, " list AND justify ". You will note that state appears in many of the verb descriptions given.
Summarise	Provide a concise description. Summarise is similar to describe , but in a condensed format.
Synthesise	Bring together the relevant elements to make a whole. Synthesis is always required as part of an evaluation . Synthesis is how you have made sense of (comprehended) the facts of the case.
To what extent	This instruction requires you to advance arguments in favour of a position or point of view and respond to or take into consideration the opposing arguments or points of view. You must always justify your answer.
Translate	For the purposes of the Singapore CA Qualification examinations, translate refers to the conversion of data from one currency into another currency (although translate can refer to spoken and written language as well).
With reference to	This instruction requires you to relate your answer back to a specific document/s or set of facts. For instance, " With reference to relevant Singapore Financial Reporting Standards, explain the risk of material misstatements relating to ...". Failure to make specific mention of the document/s or facts in your answer will result in a substantial loss of marks.

The examination rubric for designing and assessing the components of the examination materials for the Singapore CA Qualification Integrative Business Solutions module is reproduced below.

SAC Integrative Business Solutions Examination Rubric

This rubric provides guidance for designing and assessing the components of the final examination papers and marking guides to enable clear differentiation between better Candidates and weaker ones. In addition to the criteria contained in this rubric, each examination paper, as a whole, must align with the relevant Module Objective and allow Candidates the opportunity to demonstrate proficiency in the Learning Outcomes associated with the module being examined.

Attribute		High Distinction 100%-86%	Distinction 85%-75%	Merit 74%-65%	Pass 64%-50%	Fail - Technically Competent only 49%-40%	Fail - Inadequate Below 40%	
Overall quality of the report		Comprehensive	← Clearly competent →		Competent	Limited responses	Vague or generic	
Evidenced by								
Focus and Development	Synthesis of data	Exceptional Shows an exceptional level of synthesis and evaluation of the facts presented. Emphasises all essential points. No irrelevant material.	Elevated Shows an elevated level of synthesis and evaluation of the facts presented. Emphasises all essential points. No irrelevant material.	Clearly competent Shows synthesis and evaluation of the facts presented. Emphasises most essential points. No irrelevant material.	Competent Lacks complete synthesis and evaluation of the facts presented. Includes some irrelevant material.	Insufficiently competent Limited ability to synthesise and evaluate the facts presented. Irrelevant material blurs the message.	Weak Unable to synthesise and evaluate the facts presented. Includes material that is mostly irrelevant.	
	Problem-solving	Exceptional Demonstrates exceptional problem-solving skills.	Elevated Demonstrates an elevated level of problem-solving skills.	Clearly competent Demonstrates strong problem-solving skills.	Competent Demonstrates competent problem-solving skills.	Insufficiently competent Fails to demonstrate adequate problem-solving skills.	Weak Unable to recognise and identify the parts of the problem.	
	Technical knowledge	Exceptional	← Elevated →		Clearly competent	Competent	Weak	
	Thinking	← Critical thinker → Draws on a broad knowledge base and shows breadth and depth of experience.				← Process driven → Largely draws on knowledge from the CLPs and/or shows unfocused thought processes.		
	Accuracy	Error free	← Highly accurate →		Mostly accurate with no major errors	Some inaccuracies but no major errors	Numerous inaccuracies and/or major errors	

Attribute		High Distinction 100%-86%	Distinction 85%-75%	Merit 74%-65%	Pass 64%-50%	Fail - Technically Competent only 49%-40%	Fail - Inadequate Below 40%
Overall quality of the report		Comprehensive	← Clearly competent →		Competent	Limited responses	Vague or generic
Evidenced by							
Focus and Development (cont.)	Identification of ethical issues	Comprehensive Identifies all ethical issues. Explains the interrelationships when presented in complex scenarios. Critically assesses the situation and correctly applies ethical principles and codes.	Thorough Identifies all ethical issues. Recognises the interrelationships when presented in complex scenarios. Assesses the situation thoroughly and correctly applies ethical principles and codes.	Clearly competent Identifies most ethical issues. Recognises the interrelationships when presented in complex scenarios. Assesses the situation and correctly applies ethical principles and codes.	Competent Identifies only obvious ethical issues. This includes the interrelationships when presented in a complex scenario. Assesses the situation and correctly applies ethical principles and codes.	Limited responses Identifies only obvious ethical issues. Is unable to identify the interrelationships . Assesses aspects of the situation and applies ethical principles and codes but with some inaccuracies .	Vague or generic Unable to identify obvious ethical issues, even when presented in a simple scenario. OR Unable to apply ethical principles and codes.
	Decision-making	← Sound judgment and highly ethical decision-making ability →				Some minor lapses in judgment Shows weakness when applying professional judgment and/or scepticism.	Questionable judgment Fails to, or inappropriately applies, professional judgment or scepticism.
Organisation, style, and delivery		← Logical flow → ← Clear and concise → ← Content well-structured → ← Legibly written, to effectively explain ideas → ← Appropriate professional language and tone → ← Sensitive to cultural differences →					Poorly articulated or Inappropriate professional language or Insensitive to cultural differences.
Individual requirements of the IB Examination Paper		Comprehensive Addresses the requirements comprehensively with obvious expertise in providing integrative business solutions.	Clearly competent in all four requirements in the IB Examination	Clearly competent in at least three requirements in the IB Examination	Competent Addresses all requirements and reflects on the essential points, but with some omissions .	Limited responses Addresses the requirements but with limited responses , and does not stress the essential points.	Vague or generic Does not address the requirements. OR The responses given are vague, generic, or unrealistic .

Integrative Business Solutions																	
		Executive Summary	Requirement 1					Requirement 2					Requirement 3				
Learning Outcomes		a	a	b	c	d	e	a	b	c	d	e	a	b	c	d	e
BUSINESS AWARENESS AND STRATEGIC ANALYSIS																	
IDENTIFY business strategies relevant to the goals and objectives of an organisation in a globalised world with emphasis on the Asian business environment.																	
IDENTIFY and EXPLAIN performance benchmarks to measure success.																	
DESCRIBE the impact of the changing business environment, including globalisation and market forces on a business strategy.																	
EXPLAIN customer relationship management and its importance in supporting business strategies.																	
DESCRIBE the role and mechanisms of change management in the business environment.																	

Integrative Business Solutions																	
		Executive Summary	Requirement 1					Requirement 2					Requirement 3				
Learning Outcomes		a	a	b	c	d	e	a	b	c	d	e	a	b	c	d	e
EVALUATE business strategies in conjunction with organisational and environmental opportunities constraints, and ensure their correlation with the goals and objectives.																	
ANALYSE the strategic position of an organisation taking into account: <ul style="list-style-type: none"> • Environmental factors; • Internal resources, capabilities, and competences; • Competitive forces and competitive advantage; • Strategic market position; • Opportunities and risks; • Tax position and exposures; • Conflicting stakeholder needs and expectations; • Corporate social responsibility and sustainability; • Influences of culture; and • Governance and the ethical climate. 																	
CRITICAL THINKING, ANALYSIS, AND PROBLEM SOLVING																	

Integrative Business Solutions																	
		Executive Summary	Requirement 1					Requirement 2					Requirement 3				
Learning Outcomes		a	a	b	c	d	e	a	b	c	d	e	a	b	c	d	e
IDENTIFY, RETRIEVE, RESEARCH, and ORGANISE data and evidence from a variety of sources and perspectives, including data from unstructured and/or interdisciplinary sources.																	
INTERPRET and EVALUATE information and evidence to determine its strength, quality, and veracity, and draw appropriate conclusions overall corporate mission.																	
ANALYSE, REASON LOGICALLY and CONCEPTUALISE issues.																	
APPLY a strategic, critical, and sceptical thinking approach to organisational challenges and the evaluation of stakeholder perspectives and information.																	
IDENTIFY challenges when using unstructured, interdisciplinary information and demonstrate reasoning and analytical skills appropriate to achieving solutions.																	
IDENTIFY and EXPLAIN the utilisation of strategic information systems relevant to business.																	

Integrative Business Solutions																	
		Executive Summary	Requirement 1					Requirement 2					Requirement 3				
Learning Outcomes		a	a	b	c	d	e	a	b	c	d	e	a	b	c	d	e
ASSESS the implications of new and emerging developments in technology and ways of doing business.																	
APPLY appropriate problem-solving techniques.																	
ETHICS AND PROFESSIONALISM																	
DEMONSTRATE an ability to make ethical decisions using an ethical framework.																	
DEMONSTRATE the application of fundamental principles (integrity, objectivity, professional competence and due care, confidentiality and professional behaviour) to business activities, professional judgment and policy formulation.																	
APPLY the concepts of independence, professional scepticism, accountability, public interest and expectations to assess financial information and other data relevant to the role of a Chartered Accountant of Singapore.																	

Integrative Business Solutions																		
		Executive Summary	Requirement 1					Requirement 2					Requirement 3					
Learning Outcomes		a	a	b	c	d	e	a	b	c	d	e	a	b	c	d	e	
RECOMMENDING BUSINESS SOLUTIONS																		
<p>FORMULATE strategies and evaluate proposed investment decisions in a domestic or multinational environment, taking into account all available qualitative and quantitative data in the context of the COSO Enterprise Risk Management (ERM) framework. The outcomes of which include:</p> <ul style="list-style-type: none"> • Strategy formulation and development; • Financial decision-making to formulate and support business strategy; • Valuation of acquisitions and investments; • Effective funds management strategies, including tax positions; and • Identification of the financial implications of strategic alternatives. 																		
<p>PROPOSE sustainable value-added options through the application of financial management, performance management, and enterprise risk management strategies.</p>																		

Integrative Business Solutions																	
		Executive Summary	Requirement 1					Requirement 2					Requirement 3				
Learning Outcomes		a	a	b	c	d	e	a	b	c	d	e	a	b	c	d	e
MANAGING SELF																	
<p>DEMONSTRATE personal effectiveness in a changing work environment by displaying the following attitudes and behaviours:</p> <ul style="list-style-type: none"> • Tolerating ambiguity; • Being open to new ideas; • Staying focused on outcomes; • Being flexible in new/different situations; • Adapting and responding positively to challenges; • Critical, analytical, and creative thinking; and • Taking responsibility for life-long learning. 																	
EVALUATE professional commitments and manage own time and resources to achieve them.																	
IDENTIFY personal team role preference and its impact on working style and performance (both personal and team).																	

Integrative Business Solutions																	
		Executive Summary	Requirement 1					Requirement 2					Requirement 3				
<i>Learning Outcomes</i>		a	a	b	c	d	e	a	b	c	d	e	a	b	c	d	e
PROMOTE cooperation, collaboration, and teamwork to work towards solutions and to achieve organisational goals.																	
EVALUATE own performance through feedback from others and/or through reflection to seek out ways to enhance performance.																	
BUSINESS COMMUNICATION																	
PRACTICE active listening to understand the meaning of the conversation and to show respect for the other person's point of view.																	
EXERCISE clear and concise communication skills when presenting, discussing, and reporting through formal, informal, written, and spoken channels.																	
SHOW sensitivity to cultural and language differences in all forms of communication.																	

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- ii If the tender is submitted by a consortium, the Lead Member of the consortium shall submit the tender on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorised by all members of the consortium to submit, sign the tender, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the consortium. For example, paragraph 1 in this Form of Tender should read “We, (Name of Lead Member), acting for and on behalf of (Name of 1st Member), (Name of 2nd Member) and (etc. – List out Names of remaining Members) ...”
 - iii If the tender is submitted by a consortium, the tender shall be submitted by the Lead Member on behalf of all members of the consortium. Each member of the consortium shall be listed. For example, “... for and on behalf of (Name of 1st Member), (Name of 2nd Member) and (etc. – List out Names of remaining Members) ...”
 - iv The Lead Member’s registration number, official stamp and authorised signature must be provided.
 - v The Lead Member’s registration number, official stamp and authorised signature must be provided.
 - vi The Lead Member’s registration number, official stamp and authorised signature must be provided.