

05 Dec 2018

Dear Sirs,

INVITATION TO OPEN TENDER FOR THE PROVISION OF LEGAL 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 legal 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 legal 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 **18 December 2018, 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	18 Dec 2018, 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 **Jeffrey_Yau@sac.gov.sg** before **1100 am on 18 December 2018**, 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 Contractors 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 thirty (30) 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 Contract 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 COVENANTS 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 are 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 OPEN TENDER FOR THE PROVISION OF LEGAL SERVICES FOR THE SINGAPORE ACCOUNTANCY COMMISSION (SAC) FOR TWO (2) YEAR WITH THE OPTION FOR YEARLY RENEWAL OF UP TO THREE (3) YEARS

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 legal Services for the Singapore Accountancy Commission.

2. Background

- 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, specializations 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 URL: <https://www.sac.gov.sg>
- 2.5 This is an open tender for the provision of Legal Services to the SAC and shall be based on two (2) year, with the option for yearly renewal of up to three (3) years.

3. Scope of Legal Services

- 3.1 The scope of legal services required shall comprise legal advice and drafting of or vetting of documents on matters that in-house Legal Counsels are expected to provide. The matters would arise from the functions and powers in the SAC Act.
- 3.2 In particular, the law firm shall be required to provide any of the following legal services or a combination or part thereof:
- (a) Advising on matters involving the SAC including but not limited to corporate, commercial and financial matters which may include Memoranda of Understanding, tenders for procurement of goods and services, consultancy agreements, novation, assignments, banker's guarantees, indemnities and insurance obligations, nondisclosure / confidentiality undertakings, intellectual property rights, employment matters, etc;
 - (b) Preparing, vetting and review of contractual and other legal documents, including tenancy and lease agreements and other agreements;
 - (c) Advising on the recovery of debts including preparation and issuance of letters of demand on behalf of the SAC;
 - (d) Advising on remedies and enforcement actions against the SAC's contractors and suppliers and/or third parties under contracts, tort and/or statute and on regulatory enforcement matters under the SAC Act and its subsidiary legislation;
 - (e) Assisting the SAC with and, if required, participating in, negotiations with other parties (together with the SAC) on related contract matters including the necessary terms and conditions that would protect the interests of the SAC vis-à-vis other parties; and
 - (f) Other legal services as and when required by the SAC.

4. Qualities & Standards

- 4.1 The successful law firm and its legal counsel assigned to provide the legal services ("Assigned Legal Counsel") shall exercise all reasonable care, skill and diligence in accordance with good and sound professional legal practice. The successful law firm must ensure that:
- (a) the requirements as set out in this ITT and under any law applicable to the legal profession are met;
 - (b) there is consistent and adequate supervision of any junior Assigned Legal Counsel by a senior Assigned Legal Counsel;
 - (c) each Assigned Legal Counsel has, at all times, the necessary and requisite competence, experience and skills to provide the legal services; and
 - (d) the provision of legal services and advice must be provided with reasonable dispatch taking into account the time-frames to be specified by the SAC.

5. Duration

- 5.1 The contract (“Contract”) arising out of the SAC’s acceptance of the successful law firm’s Proposal shall commence on the date stipulated in the SAC’s letter of acceptance and shall continue in force for a 12-month period (“Contract Period”).
- 5.2 If the 150 hours are not completely utilised during the Contract Period, the SAC shall be entitled to extend the Contract Period for a 6-month period.
- 5.3 If during the period of such extension, the 150 hours are still not completely utilised, the Contract Period may be extended for one or more further periods as the SAC and the appointed law firm may agree in writing until the 150 hours are completely utilised.

6. Termination

- 6.1 The Contract Period may be terminated by the SAC at any time upon giving notice in writing of not less than 1 week after the first 3 months from the date of appointment.
- 6.2 The appointed law firm may terminate the Contract Period by giving 1 month’s written notice.

7. Referred Matters

- 7.1 The successful law firm will be informed of a particular matter, contract or document requiring legal advice or vetting (herein referred to as a “Referred Matter”) by the SAC.
- 7.2 The successful law firm shall, unless otherwise consented to by the SAC, before commencement of work on a Referred Matter, inform the SAC of:
- (a) the name of each of the appointed law firm’s Counsels assigned to the Referred Matter (“Assigned Legal Counsels”);
 - (b) the estimated number of hours that the Assigned Legal Counsels will require to complete the Referred Matter;
 - (c) the number of hours already utilised; and
 - (d) the estimated number of hours remaining.
- 7.3 The Assigned Legal Counsels shall attend to all Referred Matters and render the legal services on such Referred Matters within the stipulated times as agreed between the SAC and the Assigned Legal Counsels.
- 7.4 If any Referred Matter is notified by the SAC to the Assigned Legal Counsels to be of an urgent nature, the Assigned Legal Counsels shall use reasonable endeavours to meet the request for urgent legal advice.

8. Payment

- 8.1 The SAC shall pay to the successful law firm the fees payable for legal services rendered in each month in arrears within ninety (90) days of the law firm’s issuance of an invoice for that month. The law firm shall only charge for the number of hours utilized by the SAC. The successful law firm shall not charge, render any invoice or request the SAC to pay any fees for the remaining hours not utilized by the SAC.

8.2 However, if the Contract Period is terminated under the Contract, the successful law firm must render an invoice to the SAC for all utilised hours of services rendered up to the date of termination for which the SAC has not made payment, within one week of any such termination, as the case may be. The successful law firm shall not charge, render any invoice or request the SAC to pay any fees for the remaining hours not utilised by the SAC.

8.3 The successful law firm shall not charge and accordingly, shall not include in its invoices rendered to the SAC, fees for general legal consultation by telephone where each of such consultation requires no (or only administrative) follow-up action.

9. Assigned Legal Counsel

9.1 Each Assigned Legal Counsel shall have at least 4 years of active practice and relevant experience in providing legal advice and vetting agreements based on areas of law such as public and administrative law, contract law, intellectual property law, general commercial law, land and property law and tort law. They should familiarise themselves with the legislation and subsidiary legislation governing the SAC and under its purview.

9.2 The successful law firm shall furnish all the necessary references and allow the SAC to make reference checks on the Counsels nominated by them to be the Assigned Legal Counsels.

9.3 The SAC reserves the right to object to any Assigned Legal Counsel without providing any reasons for the objection. The SAC shall be entitled to request a change of the Assigned Legal Counsel at no cost to the SAC whatsoever.

9.4 If the successful law firm seeks to change any of the Assigned Legal Counsels, the successful law firm shall inform the SAC not less than two (2) weeks in advance and furnish the requisite references for the SAC's consideration and acceptance.

10. Submission of Documents

10.1 Only Tender proposals submitted to the SAC in accordance with the **Requirement Specifications** in **Annex B** and via email to **enquiries@sac.gov.sg** will be considered and evaluated.

10.2 All the relevant requirements of this ITT must be complied with, failing which the Tender proposal concerned may be rejected on the grounds of non-compliance.

10.3 Law firm providing Tender proposal must possess the relevant experience and track record in providing the required legal services, and provide all relevant documentation as evidence of such qualities, including without limitation the following:

- (a) the names and resumes of the law firm's proposed Assigned Legal Counsels and their intended roles in providing the Services;
- (b) a list of services of similar nature undertaken directly by the law firm's proposed Assigned Legal Counsels (especially for government agencies and statutory bodies); and
- (c) the law firm's current policies and practices with regards to the handling of classified and/or client information.

11. Return of Documents and Handing over

- 11.1 Upon the full utilisation of the 150 hours or the expiry or earlier termination by either party of the Contract Period (including the extended period, where applicable), the successful law firm shall return all documents relating to all Referred Matters and ensure the smooth handover of such Referred Matters as are ongoing to the SAC or, if requested by the SAC, to another law firm.

EVALUATION CRITERIA

ENGAGEMENT OF TENDERER FOR THE PROVISION OF LEGAL SERVICES TO THE SAC

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

	Criteria	Weightage
1	Compliance with the Instructions to Tenderer, Conditions of Contract (including the Compendium of Additional Clauses) and Requirement Specifications;	*critical
2	Not debarred from tendering Government projects on or after the closing date of tender;	*critical
3	Price competitiveness of the blended hourly rate;	50%
4	Ability <u>of the tenderer</u> to provide the full range of the required legal services set out in Requirement Specifications to Government Agencies and Statutory Bodies; Relevant track record and experience <u>of the lawyers</u> to be nominated by the tenderer as Assigned Legal Counsel(s) or as Lead Lawyer(s), in providing services identical or similar to the required legal services set out in Requirement Specifications to Government Agencies and Statutory Bodies.	50%

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

- 1.1 As part of the evaluation process, selected tenderers may be required to make a presentation to the SAC.

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 & Address of the
Government Department]

Name(s) of Tenderer(s):ⁱ

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 RATES

I. PRICE SCHEDULE

(a) Base Contract Period (From DD/MM/YYYY to DD/MM/YYYY)

S/No	Item Description	Unit of Measurement	Quantity (Hours)	Unit Price	Total
1	Base (2) Two Year (2019 & 2020)	Per Hour Rate (S\$)	150		

(a) Option to Extend Period (From DD/MM/YYYY to DD/MM/YYYY)

S/No	Item Description	Unit of Measurement	Quantity (Hours)	Unit Price	Total
2	Year 3 (2021)	Per Hour Rate (S\$)	150		
3	Year 4 (2022)	Per Hour Rate (S\$)	150		
4	Year 5 (2023)	Per Hour Rate (S\$)	150		

II STATEMENT OF COMPLIANCE FOR PROPOSED GOODS/SERVICES

S/No	Description of Item	Compliance with Specifications (tick accordingly)		Information / Remarks
		Yes	No	

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.

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