

Facilities Management Registry: Terms of Registration (Effective 1 Jan 2024)

1 **Definitions:**

1.1 The following words and expressions have the meanings hereby assigned to them except where the context otherwise requires:

“**Application Result Letter**” means the letter sent by BCA to the Registered Firm approving the Registered Firm’s application to be registered under the CRS, the FM Registry and/or the Suppliers Registry in respect of one or more Workheads and Registration Grades;

“**BCA**” means the Building and Construction Authority established under the Building and Construction Authority Act 1999;

“**CRS**” means the Contractors Registration System that serves the construction procurement needs of the public sector including government ministries and statutory boards (i.e. Government Procurement Entities);

“**FM Registry**” means the Facilities Management Registry that serves the facilities management (FM) procurement needs of the public sector including government ministries and statutory boards (i.e. Government Procurement Entities). Registration in the FM Registry does not automatically entitle firms the privilege of employing work permit holders or other foreign employees;

“**FM SRR**” means the Specific Registration Requirements applicable to the FM Workhead, with which the Registered Firm is required to comply;

“**FM TOR**” means these FM Registry Terms of Registration;

“**Registered Firm**” means the firm which is registered under the FM Registry in respect of a particular Workhead and Registration Grade as notified by BCA in writing in the Application Result Letter;

“**Registration Grade**” means one of the grades under a Workhead of the FM Registry, which determines the value of the public sector FM tenders in which the Registered Firm is eligible to participate;

“**SCOD**” means the Standing Committee on Debarment;

“**Suppliers Registry**” means the Registry that serves the supply procurement needs of the public sector construction projects commissioned by government ministries and statutory boards (i.e. Government Procurement Entities);

“**Technical Personnel**” has the meaning as prescribed in clause 5.1;

“**Validity Period**” has the meaning as prescribed in clause 3.1; and

“**Workhead**” means any of the workheads under the FM Registry.

- 1.2 Unless the context otherwise requires, words in the singular include the plural and vice versa and words denoting a specific gender include the other gender.
- 1.3 The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.

2 **Purpose of Registration**

2.1 During the Validity Period, the Registered Firm shall be eligible to tender for or be engaged as a first-level subcontractor (where applicable) in public sector FM projects in Singapore for works and activities under a Workhead, with project values within the tendering limit (where applicable) corresponding to the Registered Firm's Registration Grade for that Workhead.

3 **Validity and registration conditions**

3.1 Subject to these FM TOR, the registration of the Registered Firm for a Workhead and Registration Grade shall be valid for the period as stipulated in the Application Result Letter (the "**Validity Period**").

3.2 For the avoidance of doubt, where BCA issues one Application Result Letter to the Registered Firm in respect of multiple Workheads and Registration Grades, including Workheads and Registration Grades in the CRS and the Suppliers Registry, BCA grants registration in respect of each Workhead and Registration Grade, and each registration shall be separate and distinct from any other registration(s) granted in the same Application Result Letter.

3.3 At all times during the Validity Period, the Registered Firm shall satisfy and comply with the requirements pertaining to Financial Capacity (clause 4), Personnel Resources (clause 5), and Management & Development (clause 6) as set out in the FM TOR and FM SRR for the Workhead and Registration Grade.

3.4 The Registered Firm is required to notify BCA if it fails to meet requirements pertaining to Financial Capacity (clause 4), Personnel Resources (clause 5), and Management & Development (clause 6) as set out in the FM TOR and FM SRR for the Workhead and Registration Grade any time during the Validity Period.

4 **Financial Capacity**

4.1 At all times during the Validity Period, the Registered Firm shall maintain the minimum paid-up capital and net worth as set out in the FM SRR for the Workhead and Registration Grade.

5 **Personnel Resources**

5.1 At all times during the Validity Period, the Registered Firm shall, where applicable, employ the minimum number of full-time employee(s) with the requisite qualifications, certifications, trainings and/or experience as set out in the FM SRR ("**Technical Personnel**"), who shall be stationed in Singapore to undertake and perform the work for the Workhead and Registration Grade.

5.2 The Registered Firm shall ensure that the Technical Personnel are employed only by the Registered Firm and may only represent the Registered Firm for purposes of registration under the FM Registry.

6 Management and Development

6.1 At all times during the Validity Period, the Registered Firm shall, where applicable, comply with the requirements for Management & Development as set out in the FM SRR for the Workhead and Registration Grade.

7 Compliance with Laws

7.1 The Registered Firm shall at all times comply with the prevailing laws, regulations, by-laws and any other laws, regulations and by-laws which may come into force and as amended from time to time of Singapore.

8 Review of Registration

8.1 BCA may in its sole discretion review and/or amend, from time to time, the Workhead and/or Registration Grade of the Registered Firm by written notice to the Registered Firm.

9 Transfer of Workhead(s)

9.1 The Registered Firm which is undergoing a merger, acquisition, or structural re-organisation that results in a change of their UEN (the “**Transferring Firm**”), may apply to transfer the registration (the “**Transfer Application**”) of one or more of their Workhead(s) and Registration Grade(s) (the “**Transferred Workhead(s) and Registration Grade(s)**”) to another firm (the “**Receiving Firm**”). The relevant application procedure and the processing fees apply.

9.2 The Receiving Firm will receive a letter from BCA notifying them of the application outcome (the “**Transfer Application Result Letter**”). BCA is not bound to furnish reasons for rejecting or accepting any Transfer Applications and BCA retains the sole discretion in assessing whether to register the Receiving Firm under the Transferred Workhead(s) and Registration Grade(s).

9.3 Following the Transfer Application Result Letter, the Transferring Firm will be de-registered from the FM Registry in respect of the Transferred Workhead(s) and Registration Grade(s) while the Receiving Firm will be registered under the Transferred Workhead(s) and Registration Grade(s). Subject to these FM TOR, the registration of the Transferred Workhead(s) and Registration Grade(s) shall be valid for the period as stipulated in the Transfer Application Result Letter.

9.4 A partial transfer of the Transferring Firm’s track record under the Transferred Workhead(s) and Registration Grade(s) (i.e. the transfer of some, and not all of the completed contracts relied upon), such that the Transferring Firm may still remain registered under the FM Registry under the Transferred Workhead(s) and Registration Grade(s) after the transfer, is not allowed.

9.5 Details on the documents required to be submitted by both the Transferring Firm and Receiving Firm can be found on the BCA website.

10 Suspension and De-registration

10.1 BCA may, in its sole discretion, de-register or suspend the Registered Firm in respect of a Workhead and a Registration Grade, or downgrade the Registered Firm's Registration Grade by written notice to the Registered Firm, if one or more of the following occurs:

- (a) if the number of Technical Personnel of the Registered Firm falls below the minimum number as required in the FM TOR and/or the FM SRR for the Workhead and Registration Grade for three months or longer;
- (b) failure of the Registered Firm to comply with the FM TOR and/or the FM SRR;
- (c) any development or change in the Registered Firm's particulars and/or status which, in the opinion of BCA, renders the Registered Firm unsuitable to be registered under the Workhead and/or Registration Grade;
- (d) if BCA has assessed that a sole proprietor, shareholder or director of the Registered Firm is/was a shareholder and/or director who played a significant role in the current debarment of a firm by the SCOD from participating in public sector tenders;
- (e) the performance of a FM contract by the Registered Firm during the Validity Period which, in the opinion of BCA, affects public safety;
- (f) the Registered Firm, its director(s), partner(s), sole proprietor, shareholder(s), representative(s), agent(s) and/or contractor(s) is/are found to have furnished any information and/or made any declaration to BCA that is erroneous, incomplete or false;
- (g) the Registered Firm's director(s), partner(s) or sole proprietor (as the case may be) has been audited / investigated for or charged with, or convicted of any criminal offence involving dishonesty such as cheating, criminal breach of trust, corruption, fraud, or bribery, cybercrime, and money laundering in Singapore or in any other country during the Validity Period;
- (h) the Registered Firm's director(s), partner(s) or sole proprietor (as the case may be) has been subject to any disciplinary proceedings by any professional or regulatory body during the Validity Period;
- (i) the Registered Firm is or becomes unable to pay its debts when they are due;
- (j) any step is taken by the Registered Firm to enter into any composition or scheme of arrangement between the Registered Firm and its creditors;

- (k) any step is taken by a mortgagee or chargee to enter into possession or dispose of the whole or any part of the Registered Firm's assets or business;
- (l) any step is taken to appoint a receiver, a manager, a judicial manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to manage the Registered Firm or the whole or any part of the Registered Firm's assets or business;
- (m) an execution or distress is levied on the whole or any part of the Registered Firm's assets or business;
- (n) the Registered Firm is going into reconstruction or committing or do any act or omission or thing as to cause compulsory winding up proceedings to be taken against the Registered Firm;
- (o) the Registered Firm amalgamates or merges with any other entity, company, corporation, firm or any other party;
- (p) the Registered Firm sells, transfers, assigns, or exchanges any of its shares to any entity, company, corporation, firm or other party;
- (q) any of the Registered Firm's directors or partners (as the case may be) are debarred by the SCOD from participating in public sector tenders; or
- (r) any of the directors, partners or sole proprietor (as the case may be) of the firm whose track records the Registered Firm has relied on has been debarred by the SCOD from participating in public sector tenders.

10.2 A Registered Firm shall be automatically de-registered from the FM Registry if one of the following occurs:

- (a) the Registered Firm is debarred by the SCOD from participating in public sector tenders;
- (b) the firm whose track records the Registered Firm has relied on has been debarred by the SCOD from participating in public sector tenders;
- (c) an order is made or an effective resolution passed for the winding up of the Registered Firm;
- (d) a bankruptcy order is made against any of the Registered Firm's partners or sole proprietor (as the case may be);
- (e) the Registered Firm is going into voluntary liquidation, or
- (f) the Registered Firm ceases to carry on business.

11 **Obtaining of Further Information**

11.1 BCA may in its sole discretion, from time to time, for purposes of the Registered Firm's registration under the FM Registry and any matter arising therefrom,

- (a) require the Registered Firm to make and / or submit additional documents or declarations; and
- (b) obtain further information in respect of the Registered Firm (e.g. auditors, banks, former clients, consultants, or managing agents who supervised the works of the Registered Firm) without seeking prior consent from the Registered Firm.

All costs incurred incidental to the making of the above queries shall be borne by the Registered Firm.

12 **Update of Firms' Particulars**

12.1 The Registered Firm shall update BCA in writing immediately of any changes in its management status, address (both mailing and email addresses) or any other pertinent particulars, including any changes to its paid-up capital, net worth and Technical Personnel, and such update shall be accompanied by scanned copies of the supporting documents (e.g. latest ACRA business profile in hard copy format) as BCA may require, and sent via email to BCA or such other email address that BCA may provide to the Registered Firm.

12.2 For the purpose of assessing the Registered Firm's compliance with the FM TOR and FM SRR and the Registered Firm's continued registration under the FM Registry, the Registered Firm agrees that BCA may periodically carry out audits of the Registered Firm, and the Registered Firm shall provide all cooperation in respect of such audits that BCA may carry out and provide all information to BCA as BCA may require.

13 **Use of BCA's Logo**

13.1 **BCA's logo shall not be reproduced on materials such as the Registered Firm's name card, office stationery, promotional material, website, etc.** However, the Registered Firm may use the following text to reflect the Registered Firm's registration:

BCA Registered Firm (for public sector works) – Workhead (Registration Grade)

Example: BCA Registered Firm (for public sector works) – FM01 (M1)

13.2 Notwithstanding Clause 13.1, BCA may, in its absolute discretion, require the Registered Firm to remove or amend the Registered Firm's description of its

registration under the FM Registry without giving any reason whatsoever, and the Registered Firm shall comply with such requests. The Registered Firm agrees that BCA will not be liable for any loss or expense incurred by the Registered Firm in relation to or arising from BCA's requests as described in this clause 13.2.

14 **Limitation of Liability**

14.1 The Registered Firm agrees that BCA shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages, however caused by any act or omission by BCA and its employees, agents and contractors, including any loss of profits or business interruption costs, whether under contract, strict liability, negligence or otherwise, arising from the registration, de-registration or suspension of the Registered Firm from the FM Registry, the downgrading of the Registered Firm's Registration Grade or for any reliance by the Registered Firm on the FM Registry, or in the event of failure or unavailability of the FM Registry.

15 **Use of information**

15.1 The Registered Firm agrees and consents to BCA:

- (a) using the Registered Firm's information in BCA's possession for data analytics;
- (b) disclosing the Registered Firm's information in BCA's possession to any public sector agency; and
- (c) publishing information relating to the Registered Firm, including the suspension and/or de-registration of the Registered Firm in respect of a Workhead and Registration Grade and the downgrading of the Registered Firm's Registration Grade.

16 **Conflict and Order of Precedence**

16.1 In the event of any inconsistency between the provisions of these FM TOR and the FM SRR, the provisions of the FM TOR shall prevail to the extent of the inconsistency.

17 **Amendment of FM TOR and FM SRR**

17.1 BCA reserves the right to amend the FM TOR and/or FM SRR without prior notice. The Registered Firm agrees to be bound by the amended FM TOR and/or FM SRR from the date such amendments take effect.