

Contractors Registration System: Terms of Registration

(Effective 1 June 2025)

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 is the nation-wide registry of construction firms that, among others, serves the construction procurement needs of the public sector including government ministries and statutory boards (i.e. Government Procurement Entities) in Singapore;

“CRS TOR” means these Contractors Registration System Terms of Registration;

“FM Registry” means the Facilities Management Registry that serves the facilities management procurement needs of the public sector including government ministries and statutory boards (i.e. Government Procurement Entities);

“Probationary Registration” means a provisional registration under Registration Grades L1, C3, and Single Grade excluding CR10A of the CRS, granted by BCA in respect of a Workhead and Registration Grade to firms that meet all CRS registration requirements of the Workhead and Registration Grade except the requirements on track record;

“Probationary Registration Period” means the validity period of the Probationary Registration, where applicable, being a period of twelve (12) calendar months starting from and ending on the dates as stipulated in the Application Result Letter issued to Registered Firms granted Probationary Registration;

“Registered Firm” means a firm which is registered under the CRS in respect of a particular Workhead and Registration Grade as notified by BCA in writing in the Application Result Letter or in accordance with these CRS TOR;

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

“SCOD” means the Standing Committee on Debarment;

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

“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 described in clause 6.1;

“Track Records” means any and all ongoing and/or completed construction projects involving construction work and services undertaken by a Registered Firm, that are relevant to the Workhead for which the Registered Firm is registered under the CRS, commenced during the Probationary Registration Period;

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

“Workhead” means any of the workheads under the CRS.

- 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, if not debarred by the SCOD, shall be eligible to tender for or be engaged as a first-level subcontractor (where applicable) in public sector construction projects in Singapore for works and activities under a specified 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 CRS TOR, the registration of the Registered Firm for a Workhead and Registration Grade shall be valid for the period starting from and ending on the dates as stipulated in the Application Result Letter or these CRS TOR (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 FM Registry 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 5), Personnel Resources (clause 6), and Management & Development (clause 7) as set out in the CRS TOR and relevant SRR for the Workhead and Registration Grade.
- 3.4 The Registered Firm is required to notify BCA immediately if it fails to meet requirements pertaining to Financial Capacity (clause 5), Personnel Resources (clause 6), and Management and Development (clause 7) as set out in the CRS TOR and relevant SRR for the Workhead and Registration Grade at any time during the Validity Period.

4 **Probationary Registration**

- 4.1 Before the last day of the Probationary Registration Period, a Registered Firm granted Probationary Registration shall submit all necessary information and documents as BCA may require, which demonstrates to BCA's satisfaction that the Registered Firm has Track Records totalling to the sum of at least S\$100,000, and:
 - (a) upon BCA being satisfied that the Registered Firm has the requisite Track Records as described in this clause 4.1 and BCA notifying the Registered Firm of its assessment, the Registered Firm's Probationary Registration under the CRS for the Workhead and Registration Grade granted Probationary Registration in shall end after the Probationary Registration Period and the Registered Firm will be registered in the

CRS for the Workhead and Registration Grade granted Probationary Registration in, for a period of two (2) years commencing on the day immediately after the last day of the Probationary Registration Period; or

- (b) if BCA is not satisfied that the Registered Firm has the requisite Track Records as described in this clause 4.1, the Registered Firm will cease to be registered in the CRS for the Workhead and Registration Grade granted Probationary Registration in, after the last day of the Probationary Registration Period.

5 **Financial Capacity**

- 5.1 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 relevant SRR for the Workhead and Registration Grade.

6 **Personnel Resources**

- 6.1 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 relevant SRR (“**Technical Personnel**”), who shall be stationed in Singapore to undertake and perform the work for the Workhead and Registration Grade.
- 6.2 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 CRS.

7 **Management and Development**

- 7.1 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 relevant SRR for the Workhead and Registration Grade.

8 **Compliance with Laws**

- 8.1 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.

9 **Review of Registration**

- 9.1 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.

10 Transfer of Workhead(s)

- 10.1 A Registered Firm which is undergoing a merger, acquisition, or structural re-organisation that results in a change of its unique entity number (“**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 the other firm (the “**Receiving Firm**”). The relevant application procedure and the processing fees apply.
- 10.2 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).
- 10.3 Following the Transfer Application Result Letter, the Transferring Firm will be de-registered from the CRS 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 CRS 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.
- 10.4 A partial transfer of the Transferring Firm’s track records 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 CRS under the Transferred Workhead(s) and Registration Grade(s) after the transfer, is not allowed.
- 10.5 Details on the documents required to be submitted by both the Transferring Firm and Receiving Firm can be found on the BCA website.

11 Suspension and De-registration

- 11.1 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 at any time during the Validity Period:
- (a) if the number of Technical Personnel of the Registered Firm falls below the minimum number as required in the CRS TOR and/or the relevant SRR for the Workhead and Registration Grade for three months or longer;
 - (b) failure of the Registered Firm to comply with the CRS TOR and/or the 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 construction contract by the Registered Firm during the Validity Period which, in the opinion of BCA, affects public safety or compromises national security or public interest;
- (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) have been or are the subject of 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) the Registered Firm is debarred by the SCOD from participating in public sector tenders at any time during the Validity Period;
- (r) the Registered Firm has, for the purpose of applying for CRS registration, relied on track records involving:
 - (i) a firm or firms that has / have been debarred by the SCOD from participating in public sector tenders; and/or
 - (ii) a firm or firms whose director(s), partner(s) or sole proprietor (as the case may be) has / have been debarred by the SCOD from participating in public sector tenders,
 at the time when the Registered Firm applied to be registered under the CRS;
- (s) any of the Registered Firm's director(s) or partner(s) or sole proprietor (as the case may be) are debarred by the SCOD from participating in public sector tenders at any time during the Validity Period; or
- (t) the Registered Firm or any of the Registered Firm's director(s), partner(s) or sole proprietor (as the case may be) is the subject of investigation(s) or enforcement action(s) or criminal proceeding(s).

11.2 A Registered Firm shall be automatically de-registered from the CRS if one of the following occurs:

- (a) an order is made or an effective resolution passed for the winding up of the Registered Firm;
- (b) a bankruptcy order is made against any of the Registered Firm's partner(s) or sole proprietor (as the case may be);
- (c) the Registered Firm is going into voluntary liquidation; or
- (d) the Registered Firm ceases to carry on business.

12 **Obtaining of Further Information**

12.1 BCA may in its sole discretion, from time to time, for purposes of the Registered Firm's registration under the CRS 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 from any person (e.g. auditors, banks, former or current clients and/or consultants 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.

13 **Update of Firms' Particulars**

13.1 The Registered Firm shall update BCA in writing immediately of any changes in its shareholding, management status, addresses (both mailing and email addresses) or any other pertinent particulars, including any changes to its paid-up capital, net worth, Technical Personnel, and Management and Development certifications as set out in the relevant SRR for the Workhead and Registration Grade and such update shall be accompanied by such supporting documents (e.g. latest ACRA business profile) as BCA may require, and sent to BCA via such means e.g. email, web portal or form, that BCA may provide to the Registered Firm.

13.2 For the purpose of assessing the Registered Firm's compliance with the CRS TOR and SRR, and the Registered Firm's continued registration under the CRS, the Registered Firm agrees that BCA or its appointed auditors may periodically carry out audits of the Registered Firm, and the Registered Firm shall provide all cooperation and assistance in respect of such audits that BCA or its appointed auditors may carry out and provide all information and access to personnel and documents as BCA or its appointed auditors may require.

14 **Use of BCA's Logo**

14.1 **BCA's logo shall not be reproduced on materials such as the Registered Firm's name card, office stationery, promotional material, website, social media, 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) – CW01 (C1)

14.2 Notwithstanding Clause 14.1, BCA may, in its absolute discretion, require the Registered Firm to remove or amend the Registered Firm's description of its registration under the CRS 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 0.

15 **Limitation of Liability**

15.1 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 CRS, the downgrading of the Registered Firm's Registration Grade or for any reliance by the Registered Firm on the CRS, or in the event of failure or unavailability of the CRS.

16 **Use of information**

16.1 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 upgrading or downgrading of the Registered Firm's Registration Grade.

17 **Conflict and Order of Precedence**

17.1 In the event of any inconsistency between the provisions of this CRS TOR and the SRR, the provisions of the CRS TOR shall prevail to the extent of the inconsistency.

18 **Amendment of CRS TOR and SRR**

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