

**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**TERMS & CONDITIONS**

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**INTRODUCTION**

The Construction Quality Assessment System or CONQUAS® was developed by the Building and Construction Authority (BCA) from discussion with the major public sector agencies, developers and contractors to measure the quality level achieved in a completed project.

CONQUAS® is applicable only for new building projects which are at the start of construction works. It includes scoring the structural, architectural, M&E and external works. BCA will assess the structural works and M&E works during construction and the architectural, M&E works and external works after the works are completed where applicable. CONQUAS® is not applicable to demolition, upgrading, addition and alteration, renovation and conservation projects.

Any application for CONQUAS® shall be an offer by the Applicant on the terms and conditions hereinafter stated which will constitute an agreement between the Applicant and BCA on acceptance by the Building and Construction Authority by a notification sent to the Applicant.

**Private Projects:**

Applications are welcome for projects with a minimum contract value of S\$5 million or projects with CONQUAS® as a requirement under URA/HDB/JTC/SLA land sales agreement or as a condition of the Housing Developer Licence issued pursuant to Housing Developers (Control and Licensing) Act. BCA will consider applications for projects where the contract value is less than S\$5 million on a case-by-case basis.

**Public Projects:**

Applications are for projects, which are subjected to Bonus Scheme for Construction Quality (BSCQ).

**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**TERMS & CONDITIONS**

---

**1. Glossary**

1.1. The following words and expressions have the following meanings, unless they are inconsistent with the context:

**APPLICANT** - the DEVELOPER or MAIN CONTRACTOR of a building development.

**ASSESSMENT** - the scoring of the standard of construction workmanship of the Project based on the objective criteria as set out in the Manual using the Sampling System.

**ASSESSMENT PROCESS** – the conduct of briefing and Assessment

**ASSESSORS** - BCA officers or any other persons authorised by BCA to carry out the Assessment of the Project.

**BSCQ** - Bonus Scheme for Construction Quality.

**BCA** – Building and Construction Authority.

**CONQUAS®** - Construction Quality Assessment System.

**CONQUAS® SCORE** - the final score given to a Project on completion of the Assessment.

**CERTIFICATE** - document issued on completion of the Assessment of the Project stating the final CONQUAS® components scores of the Project.

**DEVELOPER** – the entity responsible for the development of the Project.

**GFA** - Gross Floor Area.

**INTERIM REPORT** - document stating provisional score of the Project achieved after completion of the structural works assessments.

**MAIN CONTRACTOR** – the main entity which is entirely responsible in ensuring that the constructions works are carried out and completed for the PROJECT.

**MAJOR DEFECTS** – defects that are referred to as “major defects” in the Manual.

**MANUAL** - a compilation of the CONQUAS® criteria used in assessing the construction workmanship of the Project as set out in "CONQUAS: THE BCA CONSTRUCTION QUALITY ASSESSMENT SYSTEM".

**PERIODIC ASSESSMENT** - scoring of the standard of construction workmanship carried out from time to time by way of site visits and inspections by the Assessors during the construction of the Project.

**PROJECT** - the building development in respect of which the Assessment is sought.

**SAMPLING SYSTEM** - the selection of locations for scoring the standard of the construction workmanship of the Project as provided for in the Manual.

**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**TERMS & CONDITIONS**

---

**2. Agreement for Assessment**

- 2.1 Subject to the terms and conditions hereinafter set out, BCA shall make an Assessment of the quality of the construction workmanship of the Project according to the Sampling System and criteria in the Manual and on completion of the Assessment BCA shall issue a Certificate to the Applicant stating the CONQUAS® score obtained by the Project.

**3. Scope of Assessment**

- 3.1 There shall be no rescoring either in respect to any of the periodic assessments carried out by the Assessors or of the Assessment as a whole.
- 3.2 BCA may, on the request of the Applicant, carry out an assessment on any show flat or showroom of the Project and such assessment shall not be included in the final scoring of the Project.

**4. CONQUAS Training**

- 4.1 BCA reserves the right not to commence Assessment until all stipulated CONQUAS trainings have been completed. BCA will have the absolute discretion to waive this requirement upon the Applicant's written request to BCA. BCA will not be liable for any loss or damage suffered by reason of delay in commencement of Assessment.

**5. Limitation on Liability**

- 5.1 While every effort is made to assure that consistent standards are used in the carrying out of the Assessment, it should be noted that the Assessment is done by way of a Sampling System and there may be deviations or variations in the determination of the CONQUAS® score. BCA will not be liable for any loss or damage suffered by reason of such deviation or variation.
- 5.2 The Certificate stating the CONQUAS® score obtained by the Project issued on completion of the Assessment of the Project is a representation by BCA to the Applicant only. BCA will not be liable for any damage caused by reliance on any representation made by the Applicant to a third party in respect to the CONQUAS® score. In the event that any claim or dispute should arise as a consequence or relating to the Assessment by BCA, no claim shall be made by the Applicant against BCA.
- 5.3 BCA will not be liable for any damage to the buildings in the Project which may be caused by the Assessors in the course of any assessment.

**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**TERMS & CONDITIONS**

---

**6. Fees (Based on Schedule A)**

- 6.1 Subject to the GFA of the Project, the fees payable for the Assessment shall be as set out in the fee structure specified in Schedule A or, in the event that 3-Tier CONQUAS® Scheme is imposed, the fees payable shall be as set out in the fee structure specified in Schedule B.
- 6.2 All fees shall be payable in full on acceptance of the application by BCA.
- 6.3 Payment must be paid to BCA within 30 days after the date of issue of invoice.
- 6.4 GST is chargeable on the fees payable.
- 6.5 Fees paid are refundable in the event that the Applicant withdraws the application (for private projects only) at any time before the commencement of the Assessment Process. An administrative charge may be levied.
- 6.6 In the event that the Applicant withdraws the application at any time after the commencement of the Assessment process, any fees already paid will not be refundable.
- 6.7 BCA reserves the right to revise the fee structure from time to time. The revised fee structure will only apply to Applicants who submit applications following the effective date of the fee revision.
- 6.8 A computation of fees for the Assessment by BCA is conclusive and binding on the Applicant.

**7. Fees (Based on Schedule B - 3-Tier CONQUAS® Scheme)**

- 7.1 BCA reserves the right to determine which tier of the 3-Tier CONQUAS® Scheme the project is subject to, and to conduct the Assessment accordingly, as set out in the Manual.
- 7.2 Subject to Clause 6.1, the Applicant has agreed that they shall pay the fees for the Assessment in accordance to the fee structure specified in Schedule B.
- 7.3 The 3-Tier CONQUAS® Scheme is applicable where:
  - (a) the developer or main contractor of a Project, in the past three (3) years preceding his application for Assessment, has not had a residential development (including mixed development with residential component) which has undergone Assessment, or
  - (b) the developer or main contractor of a Project, in the past three (3) years preceding his application for Assessment, has at least one (1) residential development (including mixed development with residential component) where the CONQUAS® Score is below the threshold CONQUAS® Score set at the bottom 10th percentile of industry average for private residential developments in the preceding year, details of which can be found at BCA IQUAS website: <https://www.bca.gov.sg/Professionals/IQUAS/IQUAS/IQUASHome.aspx>

**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**TERMS & CONDITIONS**

---

- (c) the developer or main contractor of a Project, has in the past three (3) years at least one private residential development (including mixed development with residential component) with Major Defects affecting  $\geq 20$  units or 5% of all units, whichever is lower
- (d) the initial CONQUAS® Score for the project is below the threshold CONQUAS® score set by BCA. BCA will carry out CONQUAS® internal assessment on 20% of the total building blocks to determine the initial CONQUAS® Score for the project.

**8. Rights and Duties of Applicant**

- 8.1 The Applicant must submit the application form and terms & conditions for the Assessment before the commencement of construction works.
- 8.2 The Applicant shall make available to BCA a copy of the letter of award and the necessary documents of the Project as specified.
- 8.3 The Applicant shall render his full cooperation to BCA and its officers in the performance of the Assessment:
  - 8.3.1. the Applicant shall comply with all requirements, procedures, directions and requests of BCA;
  - 8.3.2. the Applicant shall procure the cooperation of its employees and servants in complying with the requirements, procedures, directions and requests of BCA.
- 8.4 The Applicant shall appoint a Co-ordinator to liaise with BCA for the duration of the Assessment:
  - 8.4.1. the Co-ordinator shall inform BCA of the progress at each different stage of the construction;
  - 8.4.2. the Co-ordinator shall arrange for regular assessments on site to be carried out.
- 8.5 The Applicant shall allow BCA and its officers full access to the Project site for the purposes of the Assessment and shall be responsible for the safety of the aforementioned while on site.
- 8.6 The Applicant shall give BCA at least 7 days written notice in arranging for an Assessment.
- 8.7 The Applicant shall arrange for prompt payment of the Assessment fees.
- 8.8 The Applicant shall arrange for the site supervisors to assist in the setting up of instruments necessary for the Assessment.

**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**TERMS & CONDITIONS**

---

- 8.9 The Applicant shall provide and maintain unhindered and safe access to facilitate the inspection works at the locations and levels selected for the assessment during construction and at completion, including but not limited to the provision of special ladders, platforms, ramps or scaffolding as required by the Assessors.
- 8.10 The Applicant shall be entitled to an Interim Report before the issue of the Certificate.
- 8.11 The Applicant shall not submit any application for temporary occupation permit or certificate of statutory completion, whichever comes first under the Building Control Act (Cap.29) before the completion of CONQUAS® assessment within the dwelling units, except the common areas used or are accessible by the public.
- 8.12 The Applicant will not use the Certificate in such a manner as to bring BCA or CONQUAS® into disrepute and will not make any statement regarding the Certificate that BCA may consider misleading or unauthorised.

**9. Rights and Duties of BCA**

- 9.1 BCA will exercise due care in the performance of the Assessment.
- 9.2 BCA will carry out the Assessment in accordance with the Sampling System and criteria in the Manual. BCA's Assessment and/or the criteria in the Manual are not intended to replace statutory requirements and/or obligations and responsibilities specified in the relevant Acts and regulations.
- 9.3 BCA reserves the right to revise the sampling system and/or assessment criteria in the Manual where necessary provided that the Applicant shall be given seven (7) days written notice of such revision before any periodic assessment is made on such revision.
- 9.4 BCA will, on the request of the Applicant, release an Interim Report on the structural score of the project before the issue of the Certificate.
- 9.5 BCA reserves the right to maintain a register listing the names of Applicants and the relevant Projects where Assessment of the Project has been terminated by BCA pursuant to Clause 8 before the issue of the Certificate.
- 9.6 BCA reserves the right to conduct a final review, if necessary, after completion of the Assessment.
- 9.7 BCA reserves the right to refuse to assess any Project without giving any reasons. In particular, BCA reserves the right to reject any Project where the application is submitted after structural works progress has exceeded 15% completion.
- 9.8 BCA reserves the right to publish the CONQUAS® score for the Project.
- 9.9 BCA is under no obligation to make available to the Applicant the score sheets or any other information pertaining to the Assessment.

**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**TERMS & CONDITIONS**

---

- 9.10 On completion of the Assessment, BCA shall issue a Certificate indicating the CONQUAS® components scores and the final CONQUAS® score attained for the Project, subject to receipt of payment from the Applicant.
- 9.11 BCA will permit the use of appropriate references to BCA and CONQUAS® in advertising or promotional materials solely in connection with the specific **project** that it has certified, provided that the reference to BCA and CONQUAS® in no way tends to create a misleading impression as to the nature of BCA's findings, coverage or service.

**10. Termination**

- 10.1 BCA reserves the right to terminate the Assessment at any stage of the Project where:
- 10.1.1 the Applicant has not paid the fees due within the time specified in Clause 5.3; or
  - 10.1.2 the Applicant has failed to comply with any of the terms and conditions specified in this document.
- 10.2 Notice of termination shall be deemed to be served on the Applicant if sent by registered post to the business address of the Applicant and shall be effective from the date specified on the notice.
- 10.3 In the event that the Assessment is terminated by BCA under this Clause, the Applicant shall be liable for all monies due to BCA and no claim whatsoever shall be made by the Applicant for any monies already paid to BCA.

**11. Withdrawal and Withholding Issuance of Certificate**

In the event of the occurrence of any incident(s) on site (whether during the Assessment or after the Certificate has been issued) which:-

- 11.1 involves any fatality or serious injury (including permanent disability); or
- 11.2 affects and/or compromises the:
  - 11.2.1 structural integrity; or
  - 11.2.2 workmanship

of the Project or adjoining developments.

**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**TERMS & CONDITIONS**

---

BCA reserves the right to withdraw (where the Certificate has been issued) or withhold issuance of the Certificate (where the Certificate has not been issued) without assigning any reason whatsoever to the Applicant.

The period of withdrawal of the Certificate (where the Certificate has been issued) or withholding issuance of the Certificate (where the Certificate has not been issued) shall be at the sole discretion of BCA.

**12. Force Majeure**

No claim for damages against either the Applicant or BCA shall arise out of any breach of this Agreement if such breach is caused by government intervention or regulation, Act of Parliament, war, riot, acts of public enemies, strikes or other labour disturbances, fire, flood, Act of God or other cause beyond the control of the Applicant or BCA.

**13. Exclusion of the operation of the Contracts (Rights of Third Parties) Act**

For the purposes of the Contracts (Rights of Third Parties) Act (Chapter 53B), this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provision.

**14. General**

14.1 This Agreement, the Application Forms and the Manual, as revised from time to time, constitutes the entire agreement between the parties and supersedes any and all other agreements, oral or in writing.

14.2 The failure of BCA to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision.

14.3 If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

14.4 This Agreement and its subsequent variations shall be subject to, governed by and interpreted in accordance with the laws of Singapore for every purpose.

14.5 All disputes, controversies or differences (“Dispute”) arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) for the time being in force. The seat of the arbitration shall be Singapore and the Tribunal shall consist of 1 arbitrator. The language of arbitration shall be the English language. Parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre (“SIMC”), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.



**CONQUAS®**  
**CONSTRUCTION QUALITY ASSESSMENT SYSTEM**  
**FEE SCHEDULE A**

**(Effective from 1 Aug 2018)**

<b>Gross Floor Area (m<sup>2</sup>)</b>	<b>CONQUAS® Fees* (Inclusive of GST at 7%)</b>
≤ 5,000	\$14,231.00
5,000.01 – 6,000.00 (For every subsequent 1,000.00 or part*)	\$17,055.80 (Add increment of \$2,846.20)
9,000.01 - 10,000.00 (For every subsequent 1,000.00 or part*)	\$28,440.60 (Add increment of \$1,423.10)
19,000.01 - 20,000.00 (For every subsequent 1,000.00 or part*)	\$42,671.60 (Add increment of \$1,423.10)
29,000.01 - 30,000.00 (For every subsequent 1,000.00 or part*)	\$56,902.60 (Add increment of \$1,423.10)
39,000.01 - 40,000.00 (For every subsequent 1,000.00 or part*)	\$71,133.60 (Add increment of \$1,423.10)
49,000.01 - 50,000.00 (For every subsequent 1,000.00 or part*)	\$85,364.60 (Add increment of \$1,423.10)
59,000.01 - 60,000.00 (For every subsequent 1,000.00 or part*)	\$99,596.60 (Add increment of \$1,423.10)
69,000.01 - 70,000.00 (For every subsequent 1,000.00 or part*)	\$113,826.60 (Add increment of \$1,423.10)
79,000.01 - 80,000.00 (For every subsequent 1,000.00 or part*)	\$128,057.60 (Add increment of \$1,423.10)
89,000.01 - 90,000.00 (For every subsequent 1,000.00 or part*)	\$142,288.60 (Add increment of \$1,423.10)
99,000.01 - 100,000.00 (For every subsequent 1,000.00 or part*)	\$156,519.60 (Add increment of \$1,423.10)
≥ 109,000.01	\$170,750.60

\* applicable to non-HDB projects only.

For HDB projects CONQUAS fee, please refer to CONQUAS Enquiry Line Tel: 67304400.

**3 Tier CONQUAS® FEE SCHEDULE B (For Private Residential Projects Only)****(Effective from 9 October 2019)**

<b>Gross Floor Area (m<sup>2</sup>)</b>	<b>50% Sampling Fees*</b>	<b>100% Sampling Fees*</b>	<b>100% Checks Fees*</b>
≤ 5,000	\$23,112.00	\$28,890.00	Corresponding 100% sampling fee + fee based on unit rates shown in table below for remaining units (for remaining samples) not covered under 100% sampling and fixed fee.
5,000.01 – 6,000.00 (For every subsequent 1,000.00 or part*)	\$27,178.00 (Add increment of \$3,611.25)	\$34,668.00 (Add increment of \$4,333.50)	
9,000.01 - 10,000.00 (For every subsequent 1,000.00 or part*)	\$41,623.00 (Add increment of \$1,851.10)	\$52,002.00 (Add increment of \$2,658.95)	
19,000.01 - 20,000.00 (For every subsequent 1,000.00 or part*)	\$60,134.00 (Add increment of \$1,851.00)	\$78,591.50 (Add increment of \$2,658.95)	
29,000.01 - 30,000.00 (For every subsequent 1,000.00 or part*)	\$78,645.00 (Add increment of \$1,851.00)	\$105,181.00 (Add increment of \$2,658.95)	
39,000.01 - 40,000.00 (For every subsequent 1,000.00 or part*)	\$97,156.00 (Add increment of \$1,498.00)	\$131,770.50 (Add increment of \$2,307.99)	
49,000.01 - 50,000.00 (For every subsequent 1,000.00 or part*)	\$112,136.00 (Add increment of \$1,498.00)	\$154,850.40 (Add increment of \$2,307.99)	
59,000.01 - 60,000.00 (For every subsequent 1,000.00 or part*)	\$127,116.00 (Add increment of \$1,498.00)	\$177,930.30 (Add increment of \$2,307.99)	
69,000.01 -	\$142,096.00	\$201,010.20	

70,000.00 (For every subsequent 1,000.00 or part*)	(Add increment of \$1,498.00)	(Add increment of \$2,307.99)	
79,000.01 - 80,000.00 (For every subsequent 1,000.00 or part*)	\$157,076.00 (Add increment of \$1,498.00)	\$224,090.10 (Add increment of \$2,307.99)	
89,000.01 - 90,000.00 (For every subsequent 1,000.00 or part*)	\$172,056.00 (Add increment of \$1,498.00)	\$247,170.00 (Add increment of \$2,307.99)	
99,000.01 - 100,000.00 (For every subsequent 1,000.00 or part*)	\$187,036.00 (Add increment of \$1,498.00)	\$270,249.90 (Add increment of \$2,307.99)	
≥ 109,000.01	\$202,016.00	\$293,329.80	

\* Inclusive of GST at 7%.

Unit Rate Table:

Type of Assessment	Type of Development		
	Condominium/Apartment		Landed Residential
	Range of Units	Fee (\$/Unit)*	Fee (\$/Unit)*
Initial Assessment	1st 100 Units	\$450	\$625
	All Subsequent Units	\$385	
Re-Assessment (Fixed Fee per unit/session)	All Units	\$270	

**A fixed fee of \$5,885\* will be added to the fee calculated based on the applicable unit rates shown in the table**