

**QUALITY MARK FOR GOOD WORKMANSHIP  
CERTIFICATION SCHEME**

**APPLICATION FORM**

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This application form is to be submitted, together with the Project information sheets (2 sheets) duly completed and all required documents listed as per checklist to:

Director  
Quality & Certification Department  
Building and Construction Authority  
200 Braddell Road  
Singapore 579700

We, \_\_\_\_\_ (name of firm) would like to engage the Building and Construction Authority to assess the project

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We understand that an assessment fee will be chargeable for engaging such service. We fully understand and agree to the contents of the Terms & Conditions of the Quality Mark for Good Workmanship Certification Scheme. Upon acceptance, payment will be made to **Building and Construction Authority**.

\_\_\_\_\_  
Name & Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designation of Applicant

\_\_\_\_\_  
Company's Stamp

For Official Use Only:

Registration No.

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**PROJECT INFORMATION (Sheet 1)**

**PROJECT DETAILS**

Description of Project:			
Project Name: (Short)**			
Contractor:			
Project Developer:			
Parent Developer, JV, etc. Please state, if any:			
Tender Call Date:			
Reason for applying QM (e.g. contractual requirement, self-initiated by applicant, for BCA award etc.)			
Project Address/ Location:			
Expected TOP Date:			
Total No. of Units		Target Unit Score Set by Developer, if any:	
Expected Date of Commencement of Unit Assessment:		Expected Date of Completion of Unit Assessment:	

\*\* please ensure that the short name does not exceed 30 characters

**Important Note:**

- (i) Application will be considered only if the same project also applies for CONQUAS
- (ii) The assessment will cover all locations within the units (bedrooms, bathrooms, kitchen, living & dining rooms, utility yard, balcony, private enclosed space, where applicable). In addition, the assessment will also include waterponding test for bathrooms/toilets in all the dwelling units of the entire project.

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**PROJECT INFORMATION (Sheet 2)**

Names of Contact Person for Assessment#	Handphone no.	E-mail Address

*# please furnish at least two (2) names*

**CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH APPLICATION**

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1.  Layout, Sizes and Quantity of all unit types
2.  Project Sales Brochure (if available)
3.  Unit Assessment Schedule (to include information on planned date of assessment & units to be assessed)
4.  Method Statements on : Waterproofing works, Stone and Tiling works, Timber laying and Window Installation
5.  Details of shareholding if JV Contractors or Developers

✓ in  where documents are enclosed

If you have any queries concerning the Scheme, please contact Mr Linn Naing Win at 6730 4488 or e-mail at [linn\\_naing\\_win@bca.gov.sg](mailto:linn_naing_win@bca.gov.sg) or Mr Goh Thiam Lai at 6730 4497 or e-mail at [goh\\_thiam\\_lai@bca.gov.sg](mailto:goh_thiam_lai@bca.gov.sg).

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**SCHEDULE A**

**(With Effect From 1 Aug 2018)**

**Note on Initial Assessment Fee<sup>1</sup>**

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

Type of Assessment	Type of Development		
	Condominium/Apartment		Landed Housing
	Range of Units	Fee (\$/Unit) <sup>1</sup>	Fee (\$/Unit) <sup>1</sup>
Initial Assessment	<b>1st 100 Units</b>	<b>\$450</b>	<b>\$625</b>
	<b>All Subsequent Units</b>	<b>\$385</b>	
Re-Assessment <sup>2</sup> (Fixed Fee per unit/session)	<b>All Units</b>	<b>\$270</b>	
Field Watertightness Test for Windows (Optional) <sup>3</sup>		<b>\$200</b>	<b>\$390</b>

- Note:
1. The above fees are inclusive of GST at 7%.
  2. Re-assessment fees are waived if all units at initial assessment meet the following standards:
    - i) 90% internal finish scores meet prevailing unit threshold score without major defects; and
    - ii) 98% waterponding tests meet requirement
  3. Min. of 3 window panels shall be tested for the field watertightness test for windows

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## TERMS AND CONDITIONS

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### 1. Glossary

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

Applicant - the developer / builder of a building development who applied for the Assessment of the Unit, which is the subject of this Agreement.

Assessment - the valuation of the standard of quality for the internal finishes of the Unit based on the objective criteria as set out in the Manual, QM Guide and requirements stipulated by BCA.

Assessment Process - the conduct of briefing, in-process inspection of key architectural trade and Assessment.

Assessors - BCA officers or any other persons authorised by BCA to carry out the Assessment of the Unit.

BCA - Building and Construction Authority

CONQUAS - Construction Quality Assessment System

QM Guide – Guide on Quality Mark Scheme

Certificate - document issued on completion of the Assessment of the Unit stating the Unit's achievement of standard set by BCA or document issued on completion of the Assessment of the Project stating the Project's achievement of standard set by BCA.

Initial Assessment - the first valuation of the standard of quality for the internal finishes of the Unit based on the objective criteria as set out in the Manual.

Manual - a compilation of the CONQUAS criteria used in assessing the standard of workmanship quality of the Unit as set out in "CONQUAS: THE BCA CONSTRUCTION QUALITY ASSESSMENT SYSTEM".

Project - the building development in which the Unit in respect of which the Assessment is sought is located.

Quality Mark Rating – the rating given to the Project for the Project's achievement of standard set by BCA.

Report - document stating the evaluation, findings and results of BCA arising from BCA's Assessment of the Unit.

Unit - the specific property in respect of which the Assessment is sought.

### 2. Agreement for Assessment

2.1 Subject to the terms and conditions hereinafter set out, BCA shall make an Assessment of the Unit and Project.

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- 2.2 Only Projects that are subjected to the full CONQUAS Assessment and have met the minimum standard set by BCA shall be eligible for the Unit Assessment.
- 2.3 The Applicant may apply for a Re-Assessment of the Unit on the following conditions:
  - 2.3.1 BCA has assessed the Unit and issued its Report; and
  - 2.3.2 the Unit does not meet with BCA's applicable minimum standard; and
  - 2.3.3 the receipt of BCA of all fees payable for such Re-Assessment
- 2.4 Fee for each Re-Assessment shall be charged based at the prevailing rate. The result of the Re-Assessment shall be final.
- 2.5 On completion of the Assessment or Re-Assessment of the Unit, BCA shall issue a Certificate of Quality Mark for Good Workmanship to the Applicant provided that:
  - 2.5.1 the internal finishes and water ponding tests of the Unit have met the prevailing standard set by BCA at the date of BCA's acceptance of the application;
  - 2.5.2 BCA has received all fees due to it; and
  - 2.5.3 any other requirements that may be set by BCA from time to time are fulfilled.
- 2.6 On completion of Assessment of all Units in the Project, BCA shall issue a Certificate of Quality Mark Rating to the Applicant provided that:
  - 2.6.1 the internal finishes and water ponding tests of the Project based on the Initial Assessment have met the prevailing standard set by BCA at the date of BCA's acceptance of the application;
  - 2.6.2 BCA has received all fees due to it; and
  - 2.6.3 any other requirements that may be set by BCA from time to time are fulfilled.

### 3. Scope of Assessment

- 3.1 BCA's Unit Assessment is limited to the internal finishes of 6 architectural elements stated below and water ponding test to bathrooms:
  - 3.1.1 Floor;
  - 3.1.2 Internal Wall;
  - 3.1.3 Ceiling;
  - 3.1.4 Door;
  - 3.1.5 Window;

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- 3.1.6 Fixtures such as wardrobe, kitchen cabinet, vanity top, mirror, bath tub, water closet, shower screen, basin and M&E fittings.
- 3.2 The issuance of BCA's Certificate is solely based on Assessment of areas or location in the Unit specifically inspected by BCA.
- 3.3 The Applicant unconditionally agrees that the Certificate is not a detailed evaluation of the Unit, nor based on a detailed examination or inspection of the Unit. Other than the examination of the 6 architectural elements and water ponding test as stated in Clause 3.1, no other examinations, tests or inspections are conducted by BCA.
- 3.4 BCA's Assessment of the Unit, and the information and opinion contained in the Certificate or Report shall be valid only at the time of Assessment. Nothing in the Certificate or Report shall be taken as warranting or guaranteeing that the internal finishes of the Unit will remain in the condition as stated in this Certificate or Report as wear and tear, material failure, misuse and accident may occur after the Assessment. All implied terms and warranties are expressly excluded to the maximum extent permitted by law.
- 3.5 Subject to paragraph 2.3, any determination, opinion, or valuation made by BCA shall be conclusive and binding and not subject to review, save for manifest error and the Applicant undertakes not to challenge or contest any such determination, opinion or valuation.

#### **4. Limitation on Liability**

- 4.1 The Certificate issued on completion of the Assessment or Re-Assessment of the Unit is a representation by BCA to the Applicant only. BCA disclaims all responsibility and will not accept any liability to any other party. In the event that any claim or dispute should arise as a consequence of or relating to the Assessment or Re-Assessment by BCA, no claim whatsoever shall be made by the Applicant against BCA.
- 4.2 The Certificate is an Assessment by BCA that the Unit has met BCA's prevailing minimum standard and should not be construed as indicative of or in any way related to the value or worth of the Unit or as recommendation to buy, sell or otherwise deal with the Unit.
- 4.3 While every effort is made to ensure that consistent standards are used in the carrying out of the Assessment, there is a degree of subjectivity involved in the Assessment which may result in any actual and/or perceived deviations or variations in the Assessment as to the standard of quality. Any determination, opinion, or valuation made by BCA shall be conclusive and final and BCA will

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not be liable for any loss or damage suffered by reason of such deviation or variation.

- 4.4 BCA will not be liable for any damage to the Unit and/or other parts of the buildings in the Project which may be caused by the Assessors in the course of any Assessment.
- 4.5 BCA's Assessment and certification of the Unit is conducted at the Applicant's own risk. While all possible care is taken in the Assessment and certification of the Unit and preparation of the Certificate and Report, neither BCA nor its directors, servants, agents or employees shall be liable (whether under the express or implied terms of this Agreement, at common law or in any other way) to the Applicant, the Owner of the Unit or to any other persons for any loss, damage or injury of whatever nature arising out of or resulting from any act, neglect, omission or default on the part of BCA, its directors, servants, agents, or employees, from any information or opinion given or expressed whether in the Certificate, Report or elsewhere or from any other causes or acts.
- 4.6 Without affecting the generality of the above, the Applicant unconditionally agrees that it shall not hold BCA, its directors, servants, agents, or employees liable for any direct, indirect special, consequential loss or damage including loss of profits in the event of sale, purchase, lease of or other dealings with the Unit resulting from any inaccuracy or mis-statement by BCA, its directors, servants, agents, or employees in the Certificate, the Report or elsewhere.
- 4.7 The Applicant shall fully indemnify, defend and hold BCA, its directors, servants, agents and/or employees harmless from any loss, damage, costs or expense (including legal costs on an indemnity basis), in the event that:
- 4.7.1 a claim, demand, action or proceeding is made or commenced against BCA, its directors, servants, agents and/or employees by the Applicant or any other person(s) in respect of any loss, damage or injury of whatever nature arising or resulting from or in relation to the Assessment of the Unit, the Certificate or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA;
- 4.7.2 a Writ of Subpoena or any other Orders of Court or directions is served on BCA, its directors, servants, agents and/or employees by the Applicant or any other person(s) or if BCA, its directors, servants, agents and/or employees are in any way required to provide any discovery/ inspection of documents, evidence, attend court or in any other way required to be involved in legal proceedings arising or resulting from or in relation to the Assessment of the Unit, the Certificate or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA.

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### **5. Fees**

- 5.1 The fees for the Assessment and Re-Assessment shall be payable according to the fee structure specified in Schedule A.
- 5.2 All fees shall be payable in full on acceptance of the application of Assessment or Re-Assessment by BCA.
- 5.3 Payment must be paid within 30 days after the date of issue of invoice by BCA by way of a cashier's order or an account payee cheque made payable to "Building and Construction Authority".
- 5.4 GST is chargeable on the fees payable.
- 5.5 Fees paid are refundable in the event that the Applicant withdraws the application at any time before the commencement of the Assessment Process or Re-Assessment. An administrative charge may be levied.
- 5.6 In the event that the Applicant withdraws the application at any time after the commencement of the Assessment Process or Re-Assessment, any fees already paid will not be refundable.
- 5.7 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.
- 5.8 A computation of fees for the Assessment by BCA is final and conclusive and binding on the Applicant.

### **6. Rights and Duties of Applicant**

- 6.1 The Applicant must submit the application form (page 1 to 3) for the Assessment before the commencement of construction works and before handing over of possession of the Unit to the purchaser or the Applicant or any third party occupying the Unit.
- 6.2 The Applicant shall make available to BCA, documents detailing the work methods of the internal finishes of the 6 architectural elements, waterproofing to wet areas and the necessary documents of the Project as specified in the Application Form.

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- 6.3 The Applicant shall render his full cooperation to BCA and its officers in the performance of the Assessment:
- 6.3.1 the Applicant shall comply with all requirements, procedures, directions and requests of BCA;
  - 6.3.2 the Applicant shall procure the cooperation of its employees and servants in complying with the requirements, procedures, directions and requests of BCA;
  - 6.3.3 the Applicant shall not in any way interfere, hinder or seek to influence BCA's Assessment and/or conduct of the Assessment.
- 6.4 The Applicant shall appoint a Co-ordinator to liaise with BCA for the duration of the Assessment:
- 6.4.1. the Co-ordinator shall inform BCA of the progress at each stage of the work concerned in the scope of the Unit Assessment;
  - 6.4.2. the Co-ordinator shall arrange for regular Assessments on site to be carried out.
- 6.5. The Applicant shall allow BCA and its officers full access to the Project site and the Unit for the purposes of the Assessment and shall be responsible for the safety of the aforementioned while on site. The Applicant shall allow BCA and its officers to conduct inspections and audits of the in-process work relating to the 6 architectural elements and ponding test Assessment of the internal wet areas.
- 6.6. The Applicant shall give BCA at least 7 days written notice in arranging for an Assessment on site.
- 6.7. The Applicant shall arrange for prompt payment of the Assessment Fees.
- 6.8. The Applicant shall arrange for the site supervisors to assist in the setting up of instruments necessary for the Assessment.
- 6.9. The Applicant shall provide and maintain unhindered and safe access to facilitate the inspection works at the locations and levels selected for the Assessment, including but not limited to the provision of special ladders, platforms, ramps or scaffolding as required by the Assessors.
- 6.10. The Applicant shall be entitled to a Report before the issue of the Certificate.

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- 6.11. The Applicant shall apply for any Re-Assessment of the Unit no later than 7 days from the date of the Report.
- 6.12. The Applicant shall ensure that no Certificate or Report or any part thereof is used in a misleading manner.
- 6.13. 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.
- 6.14. Upon successful completion of all Assessments, the Applicant shall furnish BCA with all written feedback received from owners of the Unit pertaining to perceived defects found in their Units.

### **7. Rights and Duties of BCA**

- 7.1. BCA will exercise due care in the performance of the Assessment.
- 7.2. BCA will carry out the Assessment in accordance with the criteria in the Manual. BCA's Assessment and/or the criteria in the Manual is not intended to replace statutory requirements and / or responsibilities specified in the relevant Acts and / or regulations.
- 7.3. BCA reserves the right to revise the Assessment criteria in the Manual where necessary provided that the Applicant shall be given reasonable notice of such revision before any Assessment is made based on such revised Assessment criteria.
- 7.4. BCA will release a Report on the findings and results of its Assessment before the issue or otherwise of the Certificate.
- 7.5. BCA reserves the right to maintain a register listing the names of Applicants and the relevant Unit/ Project where Assessment of the Unit/ Project has been terminated by BCA pursuant to Clause 8 before the issue of the Certificate.
- 7.6. BCA reserves the right to conduct a final review, if necessary, after completion of the Assessment or the Re-Assessment.
- 7.7. BCA reserves the right to refuse to assess any Unit/ Project without giving any reasons. In particular, BCA reserves the right to reject any Project where the application is submitted after any of the Units have been handed over to the purchasers or when the Applicant or any third party has entered into possession of any of the Units.

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- 7.8. BCA reserves the right to publish a list of Units and/or Projects that have or have not attained the Assessment standard and any statistical and/or other information in relation to these Units and/or Projects. Notwithstanding anything to the contrary and without affecting the generality of clause 4 above, the Applicant unconditionally agrees not to hold BCA, its directors, servants, agents or employees liable for any direct, indirect, special, consequential loss or damage including loss of profits, business or anticipated savings, or any other consequential loss whether they arise in contract, tort (including negligence) or under any statute or otherwise, arising from BCA's act of publishing a list of Units and/or Projects that have or have not attained the Assessment standard and any statistical and/or other information in relation to the same.
- 7.9. BCA is under no obligation to make available to the Applicant the score sheets or any other information pertaining to the Assessment.
- 7.10. BCA will permit the Applicant the use of appropriate references to BCA and CONQUAS in advertising or promotional materials solely in connection with the specific Unit or 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.

### **8. Termination**

- 8.1 BCA reserves the right to terminate the Assessment at any stage of the Assessment, Re-Assessment and/or certification process in the event that:
- 8.1.1 the Applicant has not paid the fees due within the time specified in Clause 5.3; or
  - 8.1.2 the Applicant has failed to comply with Clause 6.3; or
  - 8.1.3 the Applicant has failed to comply with any of the terms and conditions specified in this Agreement.
- 8.2 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.
- 8.3 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.

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### 9. 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:-

- 9.1 involves any fatality or serious injury (including permanent disability); or
- 9.2 affects and/or compromises the:
  - 9.2.1 structural integrity; or
  - 9.2.2 workmanship

of the Project or adjoining developments,

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.

### 10. 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.

### 11. 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

### 12. General

- 12.1 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.
- 12.2 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.

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- 12.3 If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.
- 12.4 This Agreement shall be governed by the law of Singapore.