

INTEGRATED CONSTRUCTION QUALITY ASSURANCE (ICQA) SCHEME TERMS & CONDITIONS

1 Interpretation

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

'ICQA' – Integrated Construction Quality Assurance is a framework, which aims to assist builders and/or contractors, develop a system with the aim of helping them deliver a high standard of workmanship quality and improve productivity for Building Works.

'Applicant' - a licensed builder under the Building Control Act carrying out Building Works.

'Application' - an application made by the Applicant to the BCA for the ICQA scheme.

'Audit' - the evaluation of the Applicant's performance based on the criteria as set out in the ICQA scheme, which includes the surveillance audits.

'Auditors' - BCA officers or any other persons authorised by BCA to carry out the Audit.

'BCA' - Building and Construction Authority

'Building Works' - as defined in the Building Control Act (Cap. 29)

'Certificate' - a document issued on completion of the Audit of the Applicant stating the Applicant's achievement under the ICQA scheme set by BCA and which shall be awarded in accordance with the three categories as follows:-

- a) "Certified" which relates to an overall score of between at least fifty percent (50%) and less than seventy (70%), and
- b) "Merit" which relates to an overall score of at least seventy percent (70%) and less than eighty five percent (85%), and
- c) "Excellent" which relates to an overall score of at least eighty five percent (85%).

'Report' - a document stating the evaluation, findings and results of BCA arising from BCA's Audit of the Applicant.

'Certificate Validity Period' - the duration where the Certificate that was issued to the Applicant is valid as set out in clause

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'Fee'- the payment made by Applicant to BCA for conduct of certification, surveillance, recertification or renewal audit as set out in clause 5.

'Criteria'- a set of prevailing ICQA assessment standard used by Auditors to evaluate Applicant's performances

2 Agreement for Audit

- 2.1 BCA reserves the right to accept or reject any Application. BCA shall notify the Applicant of BCA's acceptance in writing. Nothing contained herein imposes a duty on BCA to accept any Application for whatsoever reason, howsoever arising.
- 2.2 Subject to the terms and conditions hereinafter set out, BCA shall conduct an Audit of the Applicant only if the Application is accepted by BCA.
- 2.3 Fee for each Audit shall be charged based on the prevailing rate. The result of the Audit shall be final.
- 2.4 On completion of the Audit, BCA shall issue the Certificate to the Applicant at its sole and absolute discretion and BCA may consider points including but not limited to the following:
 - 2.4.1 the performance of the Applicant has met the prevailing ICQA criteria set by BCA at the date of BCA's acceptance of the Application;
 - 2.4.2 BCA have received all Fee due to it; and
 - 2.4.3 any other requirements set by BCA have been fulfilled.

3 Scope of Audit

- 3.1 The Audit shall be carried out using the prevailing ICQA criteria at the date of the Application. A date for the Audit will be fixed by BCA within thirty (30) calendar days from the date of BCA's acceptance of the Application.
- 3.2 The Applicant unconditionally agrees that the Certificate is neither a detailed evaluation of the Applicant's performance nor based on a detailed examination or inspection. Other than the examination of the criteria as stated in Clause 3.1, no other examinations, tests or inspections are conducted by BCA.
- 3.3 Nothing in the Certificate or Report shall be construed as an express or implied warranty or guarantee. All implied terms and warranties are expressly excluded to the maximum extent permitted by law.

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- 3.4 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.
- 3.5 The Audit and/or the information and opinion contained in the Certificate/Report shall be valid for a period of 3 years from the date of issuance of the Certificate which shall be indicated on the Certificate (“Certificate Validity Period”).
- 3.6 During the Certificate Validity Period, mandatory surveillance audits will be conducted by BCA once every year that will attest to the continued performance of Applicants during the Certificate Validity Period. Should the surveillance audits reveal that performance of the Applicant is not meeting the requirements of the ICQA relevant for the Applicant’s Certificate, BCA shall request and the Applicant shall effect the necessary changes within the timeframe stipulated by BCA. Should the performance of the Applicant fail to meet the requirements of the ICQA relevant for the Applicant’s Certificate in 2 consecutive surveillance audits, BCA reserves the right to
- 3.6.1 revoke the Certificate issued,
 - 3.6.2 where the Applicant has failed to maintain the rating accorded to their Certificate for two (2) surveillance audits, downgrade the said Certificate to the relevant rating which commensurates with the performance of the Applicant (the “downgrade”), and/or
 - 3.6.3 publish such information it deems fit arising from such a revocation or downgrade in relation to the performance of the Applicant.

4 Limitation on Liability

- 4.1 The Certificate issued on completion of the Audit is a representation by BCA to the Applicant only. BCA disclaims all responsibility and does 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 Audit by BCA or any matter under these terms and conditions, no claim whatsoever shall be made by the Applicant against BCA.
- 4.2 BCA makes no representations, conditions or warranties either express or implied, with respect to any of ICQA, the Audit and any matter arising therefrom pursuant to the terms of the subject matter herein contained. Without limiting the generality of the foregoing, BCA expressly disclaims any implied warranty, condition or representation that the ICQA and/or the Audit:

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- 4.2.1 shall correspond with a particular description,
 - 4.2.2 is of a merchantable quality,
 - 4.2.3 is fit for a particular purpose, or
 - 4.2.4 is durable for a reasonable period of time.
- 4.3 In addition, BCA does not warrant the accuracy, adequacy or completeness of the ICQA and the Audit relating to the performance of the ICQA. BCA expressly disclaims liability for errors or omissions in the same. Any opinion provided by a Party to another Party in relation to the ICQA or the Audit is made on a general basis and the Applicant shall each assess the suitability of such information or advice for its purpose.
- 4.4 The Certificate is an Audit by BCA that the Applicant has met BCA's prevailing ICQA standards and must not be construed as indicative of or in any way related to the value or worth of the Applicant and/or the Applicant's business or trade.
- 4.5 While every effort is made to ensure that consistent standards are used in carrying out the Audit, there is a degree of subjectivity involved in the Audit which may result in any actual and/ or perceived deviations or variations in the Audit as to the standard of ICQA performance. Any determination, opinion, or valuation made by BCA shall be conclusive and final and BCA shall not be liable for any loss or damage suffered by reason of such deviation or variation.
- 4.6 BCA shall not be liable for any damages of whatever nature to the Applicant and/ or properties of the Applicant which may be caused by the BCA in the course of any Audit and/ or which may cause by BCA in any matter relating to the Certificate and/ or Audit.
- 4.7 Reliance on the Audit and/ or Certificate is at the Applicant's own risk. While all possible care is taken in the Audit and certification of the Applicant 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 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 expression whether in the Certificate, Report or elsewhere or from any other causes or acts.
- 4.8 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:
- 4.8.1 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 persons in respect of any loss, damage or injury of whatever nature arising or resulting from or in relation to the Audit of the Applicant,

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the Certificate or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA;

- 4.8.2 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 persons 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 Audit of the Applicant, the Certificate or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA.

5 Fee

- 5.1 The fees for certification Audit and surveillance Audit shall be payable according to the structure specified by BCA at webpage as follows: <https://www.bca.gov.sg/Professionals/IQUAS/IQUAS/StaticPages/icqa.aspx>.
- 5.2 All Fee shall be payable in full within 30 days after the date of issuance of invoice(s) of the Application of certification Audit, recertification Audit, renewal Audit and before BCA conducts each surveillance Audit.
- 5.3 All payments of Fee must be made payable to "Building and Construction Authority".
- 5.4 GST is included in the Fee payable.
- 5.5 Fee paid are refundable in the event that the Applicant withdraws the Application 2 months before the commencement of the Audit. If the Application is withdrawn within 2 months before the commencement of the Audit, an administrative charge of 5% of fee shall be payable by the Applicant as consideration for work done by BCA in preparation of the Audit and/or other services arising from the subject matter herein contained.
- 5.6 In the event that the Applicant withdraws the Application at any time after the commencement of the Audit, no Fee or any portion of it 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 Fee for the Audit by BCA is final, conclusive, and binding to the Applicant.

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6 Rights and Duties of Applicant

- 6.1 The Applicant shall make available to BCA, documents detailing the ICQA practices and the necessary documents as required for the purpose of the Audit.
- 6.2 The Applicant shall render his full cooperation to BCA and its officers in the performance of the Audit:
- 6.2.1 the Applicant shall comply with all requirements, procedures, directions and requests of BCA;
 - 6.2.2 the Applicant shall procure the cooperation of its employees and servants in complying with the requirements, procedures, directions and requests of BCA;
 - 6.2.3 the Applicant shall not in any way interfere, hinder or seek to influence BCA's Audit and/or conduct of the Audit.
- 6.3 The Applicant shall appoint a coordinator to liaise with BCA for the duration of the Audit. The coordinator shall arrange for the Audit at the appropriate time and ensure that all necessary information is submitted for the Audit.
- 6.4 The Applicant shall allow BCA and its officers full access to the Applicant's business premises for the purposes of the Audit 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 Audit relating to the Audit criteria.
- 6.5 During the Audit and during the Certificate Validity Period, the Applicant shall declare to BCA if there are any changes in the performance of the Applicant which may affect the Certificate and Report.
- 6.6 The Applicant shall ensure that no Certificate or Report or any part thereof is used in a misleading manner.
- 6.7 BCA will permit the use of appropriate references to BCA and ICQA in advertising or promotional materials if BCA's prior written consent is first sought and obtained. Nothing contained herein imposes an obligation for BCA to give its consent. The Applicant will not use the Certificate in such a manner as to bring BCA and ICQA into disrepute and will not make any statement regarding the Certificate that BCA may consider misleading or unauthorized or make any misrepresentations (whether negligent or otherwise) pertaining to the Certificate.

7 Rights and Duties of BCA

- 7.1 BCA will use reasonable efforts in carrying out the Audit in accordance with the Audit criteria in the ICQA scheme. It is not intended to replace statutory

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requirements and/or responsibilities specified in the relevant acts and/or regulations.

- 7.2 BCA reserves the right to revise the Audit criteria in the ICQA scheme where necessary if the Applicant shall be given reasonable notice of such revision before any Audit is made based on such revised Audit criteria.
- 7.3 BCA reserves the right to maintain a register listing the names of Applicants where the Audit has been terminated by BCA that may be publicly published.
- 7.4 BCA reserves the right to conduct a final review, if necessary, after completion of the Audit.
- 7.5 BCA reserves the right to refuse to audit any Applicant without giving any reasons.
- 7.6 BCA reserves the right to publish a list of Applicants that have or have not attained the ICQA. BCA reserves the right to use any material (including but not limiting to photographs, PowerPoint slides) for the publicity of ICQA scheme.
- 7.7 BCA is under no obligation to make available to the Applicant the detail Audit scores or any other information pertaining to the Audit.
- 7.8 By submitting the Application, the Applicant agrees that BCA may publicly publish any matter relating to the Audit and/or Certificate.

8 Termination

- 8.1 Without prejudice to BCA's other rights as contained in these terms and conditions, BCA reserves the right to terminate the Audit at any stage of the Audit in the event that:
 - 8.1.1 the Applicant has not paid the Fee due within the time specified;
 - 8.1.2 the Applicant has failed to comply with any of the terms and conditions specified herein; or
 - 8.1.3 the Audit reveals that the Applicant does not meet the criteria of the ICQA.
- 8.2 Notice of termination shall be deemed to be served on the Applicant if sent by electronic mail to the given email address given by the Application in its Application, registered post to the business address of the Applicant and shall be effective from the date specified on the notice.

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- 8.3 In the event that the Audit 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.'
- 8.4 Upon termination of the Audit, BCA shall withdraw the Certificate issued to the Applicant.

9 Withdrawal and Withholding Issuance of Certificate

- 9.1 In the event of any incident that may compromise the Applicant's quality, environmental, health and safety performance, result in any fatality or any permanent disablement of any person, BCA reserves the right to withdraw or withhold issuance of the Certificate. The period of withdrawal or withholding issuance of the Certificate shall be at the sole discretion of BCA.

10 Force Majeure

- 10.1 No claims 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 General

- 11.1 This Agreement, the Application Form and the ICQA criteria as revised from time to time, constitutes the entire agreement between the parties and supersedes any and all other agreements, oral or in writing.
- 11.2 The failure of BCA to insist upon strict compliance with any terms of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision.
- 11.3 This Agreement does not create or purport to create any right under the Contracts (Rights of Third Parties) Act or any subsequent amendment thereto, which is enforceable by any person or party who or which is not a party to this Agreement. Any person or party who or which is not a party to this Agreement shall have no right under the Act or subsequent amendment thereto, to enforce any of the terms and conditions herein.
- 11.4 If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

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- 11.5 These terms and conditions and its subsequent variations shall be subject to, governed by and interpreted in accordance with the laws of Singapore for every purpose.
- 11.6 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.
- 11.7 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.
- 11.8 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.