ANNEX A – SCOPE OF SERVICES OF THE CONSULTANT (QUANTITY SURVEYOR)

1 GENERALLY

- 1.1 The Consultant shall further to the services specified below do and perform all acts, and things which are usually done and performed by Quantity Surveyors according to the practice of their profession in relation to the services and matters provided in this Agreement, including the giving of advice upon any instances which the Employer may from time to time require in preparing the Project and in carrying out the services relating thereto.
- 1.2 All personnel assisting the Consultant in performing the Consultant's duties shall be approved by the Employer. Upon commencement of the Services, the Consultant shall submit an organisation chart, together with the qualifications of each person assisting the Consultant, to the Employer for written approval. Any subsequent change in the organisation chart shall be subject to the Employer's written approval.
- 1.3 Without prejudice to the generality of the above paragraph, the Consultant shall provide the Services and carry out the duties set out below:

Stage I (as described in Paragraph 2 herein)

a) Investigation, Preliminary design and estimates

Stage II (as described in Paragraph 3 herein)

- a) Detailed design / Preparation of tender documents
- b) Evaluation of tenders

Stage III (as described in Paragraph 4 herein)

a) Supervision and contract administration of the Works

In the event of termination of the Contract for the Contractor's default or otherwise, the Consultant shall facilitate the continued execution of the Works and the Project, including the provision (including re-provision), at no additional cost, of Services in relation to any tender for a replacement Contractor for the Contract. For the avoidance of doubt, the Consultant shall continue to provide the Services and carry out the abovementioned duties until the Project and its related works are completed.

- 1.4 The Consultant shall assist in the preparation of such documents for the purpose of inviting tenders for services of Accredited Checker (as required under the Building Control Act 1989) and services of Registered Inspectors (as required under the Fire Safety Act 1993), where relevant under the Consultant's professional discipline. The fees of the Accredited Checker and Registered Inspectors shall be borne by the Employer.
- 1.5 The Consultant shall ensure that its key officers, and shall further ensure that key-officers of its agents and sub-consultants participate in partnering workshops arranged by the Employer and Contractor or as may be required by the Employer.

- 1.6 The costs incurred for organising the partnering workshops are to be borne equally by the Employer and the Contractor.
- 1.7 *The Consultant shall be the Superintending Officer, under the prevailing Public Sector Standard Conditions of Contract for Construction Works ("PSSCOC") issued by the Building & Construction Authority ("BCA").

* Note: This clause should only be included if the Consultant in question is also appointed as the Superintending Officer.

2 STAGE I - SCOPE OF SERVICES (Investigation, Preliminary design and estimates)

- 2.1 Provide cost information or data, conduct feasibility and cost studies, cost estimates, set cost limits and prepare cost plans in respect of the architectural, civil and structural, mechanical and electrical and other works undertaken by the other consultants appointed by the Employer.
- 2.2 Revise such studies, estimates and plans whenever necessary in the course of the changes or modification of the preliminary design as may be necessary, arising from consultations with the Employer.
- 2.3 Consult other consultants appointed by the Employer on the proper planning, coordination and implementation of the Project.
- 2.4 Prepare cash-flow projection for the Project based on the preliminary estimates.
- 2.5 Prepare in collaboration with other consultants appointed by the Employer a programme relating to the Consultant's own work to conform to the overall programme.

3 STAGE II - SCOPE OF SERVICES

3.1 **Detailed Design / Preparation of Tender Documents**

- (1) Carry out cost checks, comparative cost studies and advise on modifications in design to maintain budgetary control during design development.
- (2) Prepare pre-tender estimates.
- (3) Co-ordinate with the Employer to arrange for the invitation of tenders and receipt of tenders.
- (4) Prepare Bills of Quantities and specifications complete with schedules of internal and external finishes, doors and ironmongery, fitments and ironmongery, sanitary fittings and other schedules deemed necessary for the purpose of inviting tenders and the making of such alterations and modifications thereto as may be dictated by changes in design requirements and as may be reasonably requested by the Employer as follows:

- (a) The Bills of Quantities shall be prepared in accordance with the principles of the latest edition of the Standard Method of Measurement of Building Works issued by the Singapore Institute of Surveyors and Valuers and any other relevant standard measurement methods for the time being in use in the Republic of Singapore except where, pursuant to a requirement by the Employer, modifications thereto and departures therefrom are to be made.
- (b) The quantities to be measured shall be as detailed in drawings issued by the other consultants and shall cover the whole of the superstructure works, the finishes, services and all works attendance thereto, including the substructure works and external works and services.
- (c) The Bills of Quantities shall be presented in work sections basis in respect of each block of buildings or other format as agreed by the Employer.
- (d) A schedule of the items to be provided under prime cost and provisional sums in the Bills of Quantities shall be agreed with the Employer in writing before they are incorporated into the Bills, provided that schedule has been submitted to the Employer and not dissented from in writing by the Employer to the Consultant within twenty-one (21) days from the date of receipt of such submission, the schedule shall be deemed to have been agreed to by the Employer.
- (e) The complete draft Bills of Quantities shall be deposited with the Employer for fourteen (14) days, at the end of which period the Employer may issue instructions relating to any modifications or amendments relating thereto which the Employer may deem necessary and the Consultant shall give effect to such modifications or amendments before the Bills of Quantities is finalised for printing.
- (f) The Consultant shall submit all taking-off sheets, abstracts etc. to the Employer. The Consultant shall be required to attend to the Employer's queries regarding the original taking-off, abstract, draft bills and any other queries reasonably incidental thereto.
- (g) The specifications shall comply with all regulations and requirements of the relevant authorities as well as the Employer's tendering procedures. Unless otherwise specified, the contract form to be used for the Works shall be the prevailing Public Sector Standard Conditions of Contract ("PSSCOC") issued by the Building and Construction Authority ("BCA"). The Consultant shall ensure that it specifies the prevailing version of the Option Module on Collaborative Contracting in the Appendix to the PSSCOC when it calls the tender.
- (5) Attend to the tenderers' queries regarding information contained in the tender documents and issuing corrigendum to the tenderers if so required by the Employer. Tenderers' queries and the Consultant's replies shall be recorded and sent to the Employer.

- (6) The Consultant shall provide the Employer, at no additional cost, 3 sets of tender documents for information and documentation.
- (7) The Consultant shall prepare, supply and deliver tender documents in the number of complete sets required by the Employer for the purpose of inviting construction tenders. The Consultant shall be reimbursed for lithography charges at such rate to be agreed in writing between the Employer and the Consultant or, where the Employer and the Consultant are unable to agree, at fair market rates. No further charges shall be payable.
- (8) Price Bills of Quantities to provide estimates comparable with the tenders received.
- (9) The Consultant shall ensure that the tender process shall be in accordance with the Employer's procedures.

3.2 Evaluation of Tenders

- (1) Render skilled and confidential advice to the Employer in the evaluation of the tenders received. The Consultant shall analyse and compare the tenders received with the approved estimates and current prices in the market and advise the Employer as to the most suitable tender for acceptance. The Employer may consider the advice of the Consultant and award the tender as it deems fit or reject all tenders received and instruct the Consultant to make further amendments to the drawings etc. and invite fresh tenders accordingly.
- (2) Prepare analysis of the tenders received for the Project.
- (3) Prepare and furnish, at no additional cost, three (3) sets of all necessary contract documents relating to tender acceptance. The Consultant shall, at the Consultant's own expense, prepare additional contract documents for the administration of the contract.
- (4) The Consultant shall ensure that the evaluation process shall be in accordance with the Employer's procedures.

4 STAGE III – SCOPE OF SERVICES (Supervision and Contract Administration of the Works)

- 4.1 Administer the works in progress and ensure that the Works carried out by the Contractor are in accordance with the specifications / Bills of Quantities, drawings and all other contract documents. The Consultant is also required to assess the Contractor's achievement of Key Performance Incentives (where applicable).
- 4.2 Value the work carried out each month and recommend to the other relevant consultants the appropriate progress payments for the Contractor and where applicable, the Contractor's sub-contractors.

- 4.3 Provide cost advice, supplying such cost information and prepare such periodic financial statements as are necessary and as and when required by the Employer so as to maintain an effective cost control over the construction of the Project.
- 4.4 Value variations of the Works as and when they arise, and adjust fluctuations in the cost of materials or labour, if so required, in accordance with the Contract between the Employer and the Contractor.
- 4.5 The Consultant shall, subject to the approval of the Employer:
 - (1) Settle the final accounts with the Contractor and where applicable, the subcontractors within the time frame in accordance with the construction contract between the Employer and the Contractor. The Consultant shall produce a copy of the final accounts to the Employer.
 - (2) Recommend or certify the final payment to the Contractor and where applicable, the sub-contractors.
- 4.6 Assist in settling disputes or differences which may arise between the Employer and the Contractor.
- 4.7 The preparation of approximate estimates of future increased costs and of the cost of variations which may or may not subsequently be authorised.
- 4.8 Preparation and submission of a statement of final cost under the Contract and cost analysis.
- 4.9 The Consultant shall furnish or direct the Contractor to furnish, at no additional cost to the Employer:
 - (1) One set of tender and contract documents relating to the Project.
 - (2) Any other document in connection with the Project as required by the Employer's maintenance agency.
- The Consultant shall work with and consult the other consultants and such other consultants as may be appointed by the Employer from time to time, in the course of discharging the Consultant's duties for the Project.
- The Consultant shall attend and administer the Dispute Board (DB) meetings and site visits, as may be required by the DB. He shall render the necessary assistance to the DB in settling any disputes or differences of whatsoever kind which may arise between the Employer and the Contractor and which is referred to the DB in accordance with Clause E4.0 of Option Module E on Collaborative Contracting under the PSSCOC.

Note: Only the Superintending Officer shall administer the DB meetings. To delete the words "and administer" accordingly if this is not applicable.

7 OTHER SERVICES WITHIN THE SCOPE OF SERVICES

7.1	[Agencies to stipulate any other services required from the Consultant that would fall within the scope of services.]