

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.

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, co-ordination 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").
- (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.
- 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 sub-contractors 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.
- 5 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.
- 6 OTHER SERVICES WITHIN THE SCOPE OF SERVICES**
- 6.1 [*Agencies to stipulate any other services required from the Consultant that would fall within the scope of services.*]

ANNEX B – REMUNERATION OF THE CONSULTANT

1 FINAL PROJECT CONSTRUCTION COST

- 1.1 The Final Project Construction Cost shall be deemed to mean the total cost of all construction works, fixtures and fittings, building services, plants and equipment installed and forming integral parts of the Works, and for which the Architect / Consultant is responsible.
- 1.2 In calculating the Final Project Construction Cost, the following items shall be deemed to be excluded:
- (1) Cost of any equipment or furniture which are not related to building works and for which the Architect / Consultant is not responsible for in their selection or procurement.
 - (2) Payment of fees made to the Architect or any other consultants engaged by the Government and salaries and other payments relating to the site staff as well as the costs of the geotechnical and topographical surveys, models, lithography charges and documentation/printing charges.
 - (3) Any liquidated damages or penalty payable by the Contractor to the Employer in accordance with the Contract executed between the Employer and any Contractor related to the Project.
 - (4) Any sums paid to or by the Contractor in settlement of contractual claims or disputes.
 - (5) Cost of works performed by Statutory Bodies, which do not involve the Consultants.
 - (6) Adjustment for materials price fluctuation and Goods and Services Tax (“GST”) chargeable under the Goods and Services Tax Act 1993 (“GST Act”). The price of materials for the Works and the amount payable for GST for purposes of computing the Final Project Construction Cost shall be based on the price of materials and GST prevailing at the date on which the Works began.
 - (7) CONQUAS assessment fees.
 - (8) Bonus paid or discount deducted from contractor under the Bonus Scheme for Construction Quality (“BSCQ”).
 - (9) Cost of land.
 - (10) Any cost savings arising from Contract variations.

2 ADDITIONAL EXPENSES

- 2.1 In addition to the Consultant's fee stated in Clause 5 of the Agreement, the Employer hereby agrees to reimburse the Consultant the following approved expenses in relation to the Project:
- (1) Expenses actually incurred in connection with the appointment of other specialists not specified in this Agreement, if required.
 - (2) Expenses actually incurred in connection with the commissioning of topographic survey and survey of existing works or services, if required.
 - (3) Expenses actually incurred in connection with subsoil investigations and analysis including boring and drilling tests if required or any other special investigation.
 - (4) Cost of making an architectural model, perspective drawings and any other materials required for publication, if required.
 - (5) Cost of printing tender documents and drawings over and above the stipulations of this Agreement.
 - (6) Cost of engaging site staff to provide supervision of the construction works.
 - (7) Overseas travelling and hotel expenses and other similar disbursements in respect of any employee, site staff, or sub-consultant of the Consultant acting on the instructions and at the written request of the Employer for consultation or any other purposes connected with the Project. The class of flight and accommodation shall be specified by the Employer, if required.
 - (8) Expenses for deploying Consultants' employees, site staff, or sub-consultants for supervision of off-site manufacturing of materials as deemed necessary by the relevant authorities. The class of flight and accommodation shall be specified by the Employer, if required.
 - (9) 50% of Pandemic Compliance Costs. For the purposes of this Paragraph 2.1(9), "Pandemic Compliance Costs" means costs incurred by the Consultant in relation to the Project to comply with prevailing laws and regulations in respect of a Pandemic Outbreak, but excluding (i) all costs reimbursed to the Consultant under any other provision of this Agreement, and (ii) all costs in respect of which the Consultant receives or will receive or is eligible to receive any government or statutory relief or subsidy.
- 2.2 The Consultant shall obtain prior written approval from the Employer on the above or other works / services in connection with the Project which the Consultant intends to recover the expenses.
- 2.3 For the avoidance of doubt, the processing fees charged by the relevant authorities for obtaining approvals do not form part of the remuneration of the Consultant and the Employer will pay such fees directly to the relevant authorities.

3 REMUNERATION FOR PROJECT PROLONGATION

3.1 Project Prolongation Arising From a Pandemic Outbreak

- (1) For the purposes of Clause 5(4) of the Agreement, the formula for computing the Consultant's remuneration by the Employer for the Pandemic Outbreak EOT Duration shall be as follows:-

$\left[\left(\begin{array}{l} \text{Estimated} \\ \text{equal} \\ \text{monthly} \\ \text{payment of} \\ \text{the entire} \\ \text{Construction} \\ \text{Stage under} \\ \text{Annex C} \end{array} \right) \times \begin{array}{l} \text{Pandemic} \\ \text{Outbreak} \\ \text{EOT} \\ \text{Duration} \end{array} \right] - \begin{array}{l} \text{Any relevant} \\ \text{government or} \\ \text{statutory relief /} \\ \text{subsidy received by} \\ \text{Consultant due to} \\ \text{Pandemic Outbreak} \\ \text{in relation to the} \\ \text{Project} \end{array} \right] \times 50\%$

3.2 Project Prolongation due to Delay in Construction Works (excluding delay due to a Pandemic Outbreak)

- (1) For the purposes of Clause 5(5) of the Agreement, the formula for computing the Consultant's remuneration by the Employer for the Remuneration Period for Delay shall be as follows:-

$\left(\begin{array}{l} \text{Estimated} \\ \text{equal} \\ \text{monthly} \\ \text{payment of} \\ \text{the entire} \\ \text{Construction} \\ \text{Stage under} \\ \text{Annex C} \end{array} \right) \times \begin{array}{l} \text{Remuneration} \\ \text{Period for} \\ \text{Delay} \end{array} \right) \times 50\%$
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ANNEX C – PAYMENT SCHEDULE (for non-CORENET X projects)

1.0 Interim payments to the **Quantity Surveyor** shall be made upon the completion and acceptance by the Employer of the items of Services provided as set out below: -

	Description of Items of Services	%
1	Preliminary Design stage (total 5%)	
1.1	Complete preliminary cost estimates	2.5
1.2	Equal monthly payments^	2.5
2	Design Stage (total 10%)	
2.1	Complete Cost Plan/ detailed estimates and obtain approval from Employer	2.5
2.2	Complete Pre-tender estimates	2.5
2.3	Equal monthly payments^	5
3	Tender Stage* (total 40%)	
3.1	Issue finalised tender documentations (including Schedule of Works / Bills of Quantities and Specifications etc) to the Employer for approval	6.25
3.2	Upon calling of tenders <i>[Note: This sub-stage is deemed payable once tender is called. Issuance of any corrigendum should not delay the payment for this stage.]</i>	6.25
3.3	Evaluate tenders and make recommendations for award	5
3.4	Upon award of tenders	2.5
3.5	Equal monthly payments^	20
4	Construction Stage (total 35%)	
4.1	Contract administration, preparation of progress payments, variations control and evaluation:	
a	Based on equal monthly payments^	17.5
b	Based on proportion of progress payment of the Works	12.5
c	Based on progress of finalisation of Variation Orders / Adjustment to Contract Sum / Loss & Expense / EOT claims	5
5	Post Construction Stage (total 10%)	
5.1	Issue Draft Final Account	5
5.2	Settle Final Accounts/ Issue Final Payments	5
	Total % Fee	100

* Fees for this stage to be apportioned (e.g. by value of contract) according to each tender when the project involves multiple contracts and subcontracts (e.g. substructure, main building and NSCs tenders etc).

^ “equal monthly payments” shall refer to payments of a sum on a monthly basis for the Project from Stages 1 to 4 above, such sum to be computed based on the amount of fees payable in connection with the Agreement under item 1.2, 2.3, 3.5 or 4.1(a) (as the case may be) divided equally by the number of months over which the relevant stages of the Project is scheduled to be completed as set out in the Employer’s Requirements. The calculation of such “equal monthly payments” shall not take into account any extension of time that may be granted by the Superintending Officer under the Contract, or under any applicable laws, unless otherwise agreed in writing between the Employer and the Consultant. No monthly payments will be made to the Consultant during such periods of extension.

2.0 Should there be any over payment of fees to the Consultant pursuant to the payment schedule when the Final Project Construction Cost referred to above is ascertained, the Consultant shall refund the Employer the amount overpaid not later than twenty-one (21) days after notice in writing has been given to the Consultant of such over-payment.

Notes:

- 1 Prior to the award of the construction tender(s), Estimated Construction Cost (without contingency sum) will be used to compute fees up to Stage 3.5. Upon award of the construction tender(s), the fees paid up to Stage 3.5 and from stage 4 onwards shall be adjusted and computed based on the Approved Construction Cost (without contingency sum). For the avoidance of doubt, when the Final Project Construction Cost is ascertained, the fees for all stages shall be adjusted and computed based on the Final Project Construction Cost.
- 2 In the case of considerable duration between milestones, partial payment may be allowed to be made for part of the Services that have been completed and accepted by the Employer, subject to the Employer’s discretion.
- 3 In the case of termination, the full fees will be payable for Items of Services that have been completed and accepted by the Employer. For Items of Services for which work has been done prior to the notice of termination but which have not been completed and accepted by the Employer, the Employer shall determine the value of and pay the Consultant according to the work done.

ANNEX D – ADJUSTMENT OF FEE

- 1 The following rates are applicable for the computation of adjustment of fee payable for additional or reduction of services rendered by the Consultant.

By designation as follows:

- a) Associate Director & above
\$ 3,000 *per day*
 - b) Senior Professional Staff (e.g. ≥ 10 years of experience as a professional)
\$ 2,200 *per day*
 - c) Professional Staff (e.g. < 10 years of experience as a professional)
\$ 1,700 *per day*
 - d) Technical Staff
\$ 700 *per day*
- 2 All other costs and expenses arising from the services rendered (including subsistence allowance, air travel, courier / communication, computer time, plans and report printing, overheads, CPF contribution by the employer, insurance, SDF levy payroll tax, time spent by administrative and clerical supporting staff and all other incidental costs) shall be deemed as included in the above items.
 - 3 Time spent by the Consultant for the supervision of additional works shall be deemed not chargeable.
 - 4 The fee adjustment payable for additional or reduction of services of less than 1 day shall be computed based on half of the daily rate.

[SAMPLE COPY]

REGISTERED POST

[Ref]

[Date]

[Consultant]

Dear Sir

**LETTER OF ACCEPTANCE
CONSULTANCY SERVICES FOR [PROJECT TITLE]**

I am pleased to inform you that [state name of the user – Government of the Republic of Singapore c/o name of Ministry/Statutory Board] has decided to appoint you as the Consultant to provide Architectural / Civil and Structural / Mechanical and Electrical / Quantity Surveying* Services for the above project.

2 The fees payable and the terms and conditions of your appointment shall be in accordance with the Agreement for Consultancy Services, a copy of which is attached.

3 A formal set of the Agreement for Consultancy Services shall be executed between you and [state name of the user – Government of the Republic of Singapore c/o name of Ministry/Statutory Board] in due course.

4 The Agreement for Consultancy Services shall come into force on the date of this letter.

** Delete whichever is non-applicable*

5 This letter is sent to you in triplicate. Please return the original and duplicate duly signed and witnessed where indicated and retain the copy.

Yours faithfully

[Approving Authority of User Ministry/Statutory Board]

bc
Project Manager

enclosure

The undersigned hereby acknowledges receipt of the above letter, a copy of which has been retained.

_____ Name and Signature of Consultant	_____ Name and Signature of Witness to Consultant's Signature
Address: _____	Address: _____
_____	_____
_____	_____
Date: _____	Date: _____

_____ Name and Signature of Consultant (another member of Consortium, if applicable)	_____ Name and Signature of Witness to Consultant's Signature
Address: _____	Address: _____
_____	_____
_____	_____
Date: _____	Date: _____