



## Terms and Conditions

### 1 Interpretation

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

**‘Applicant’** means a company or business registered with the Accounting and Corporate Regulatory Authority of Singapore which has satisfied all of the conditions below:

- (a) Provides one or more of the following goods and services:
  - i) Consulting firms serving the construction industry, such as Architects, Civil & Structural Engineers, Mechanical & Electrical Engineers, Quantity Surveyors etc;
  - ii) Contracting and/or subcontracting of building, civil engineering, M&E, specialist and renovation services, performing construction and maintenance work;
  - iii) Property development, project management and property services;
  - iv) Construction materials and related products.
- (b) Has developed a Quality and/or Environmental and/or Occupational Health & Safety Management System in compliance with the requirements of ISO 9000 Standards and/or ISO 14000 Standards and/or OHSAS 18001 Standards;
- (c) Has fully implemented the said Management System(s) preceding the date of this application; and has carried out an internal audit and management review of the System(s);
- (d) Has produced a Quality and/or Environmental and/or Occupational Health & Safety Management System Manual based ISO 9000 Standards and/or ISO 14000 Standards and/or OHSAS 18001 Standards.

**‘Audit’** means a Management System(s) Audit, Re-audit, Surveillance Audit, Extension of Scope Audit or Continuous Registration Audit.

**‘Auditor’** means an individual who has successfully completed Lead Auditor Course based on ISO 9000 and/or ISO 14000 and/or OHSAS 18000 or an equivalent qualification.

**‘Audit Team’** means two (2) or more Auditors who will collectively perform the audit of the Applicant's Management System(s).

**‘Certificate’** means document and appendix (if applicable) issued on completion of the Audit of the Applicant's Management System stating the scope of certification and bearing a certification number.

**‘Certification’** means completion of the Audit of a Management System resulting in the issue of a Certificate(s) to the Applicant.

**‘Certification Marks’** means printed symbol bearing the words "BCA\_ISO\_9000" or "BCA\_ISO\_14000" or "BCA\_OHSMS" and the certification number of the Applicant.

**‘Certified Client’** means organization whose Management System has received a Certification.

**‘BCA’** means Building and Construction Authority.

**‘Continuous Registration Audit’** means examination and assessment of the Applicant’s Management System(s) for renewal of Certification and is conducted every three years.

**‘Debarment’** means company or business currently listed on the BCA Contractors Registry as being debarred from tendering for government projects during a specified period.

**‘Extension of Scope Audit’** means an extension to the scope of the Certification.

**‘Lead Auditor’** means auditor with overall responsibility for the conduct of the Audit of the Applicant’s Management System(s).

**‘Major Nonconformity’** means the absence of/or the ineffective implementation of one or more required system elements, or a situation which would, on the basis of objective evidence or evaluation, affect the Applicant’s Management System.

**‘Management Representative’** means individual appointed and authorized by the Applicant to liaise with BCA in conjunction with the Audit and must be the same individual designated as "Management Representative" in the specifications of the SS ISO 9001 and/or SS ISO 14001 Standards and/or OHSAS 18001 Standards.

**‘Manual’** means compilation of documentation of the Applicant’s Management System(s).

**‘Management System(s)’** means Quality Management System based on SS ISO 9000 Standards and/or Environmental Management System based on SS ISO 14000 Standards and/or Occupational Health & Safety Management System based on OHSAS 18000 Standards.

**‘Management System Audit’** means audit conducted of the management system(s) in Stage 1 Audit and Stage 2 Audit, unless otherwise specified.

**‘Stage 1 Audit’** means assessment of the Applicant’s Management System(s) to determine extent of conformance with SS ISO 9000 Standards and/or SS ISO 14000 Standards and/or OHSAS 18000 Standard performed by verification visits and/or assessing documentation of the Applicant’s Management System(s) Manual.

**‘Stage 2 Audit’** means examination and assessment of relevant management system of the Applicant performed by the Audit Team or Auditor in order to determine whether the said system conforms to the requirements of ISO 9001 and/or ISO 14001 and/or OHSAS 18001.

**‘Minor Nonconformity’** means single observed lapse in a procedure in the Applicant’s Management System(s).

**‘Observation’** means lapse in a procedure in the Applicant’s Management System(s) which cannot presently be related to the relevant certification standards.

**‘OHSAS 18000 Standards’** means Occupational Health and Safety Assessment Series OHSAS 18001 specifying requirements for Occupational Health and Safety Management Systems.

**‘Re-Audit’** means examination and assessment of specific areas in which Major Nonconformity detected during Management System Audit in order to determine whether relevant certifying standards have been complied with following rectification measures.

**‘Scheme’** means conduct of Audit for the purposes of Certification in accordance with the terms and conditions specified herein.

**‘SAC’** means Singapore Accreditation Council.

**‘SS ISO 9000 Standards’** means Singapore Standards (SS) ISO 9001 which conform to International Standards specifying Quality System requirements to be used for external quality assurance purposes.

**‘SS ISO 14000 Standards’** means Singapore Standards (SS) ISO 14001 which conforms to International Standards specifying requirements for an Environmental Management System.

**‘Surveillance Audit’** means on-site examinations conducted in accordance with frequency specified by BCA, in writing, to the Certified Client on a regular basis during the validity period of Certification in order to ensure continuing compliance with the certifying standards.

## **2 Agreement for Certification**

- 2.1 BCA reserves the right to revise the selection criteria and accept or reject any application. BCA shall notify the Applicant of BCA’s acceptance via providing a quotation for Audit services. The fees payable will be indicated in the quotation.
- 2.2 Subject to the terms and conditions hereinafter set out, BCA shall conduct an audit on the Applicant’s management system(s) based on the SS ISO 9000 Standards and/or SS ISO 14000 Standards and/or OHSAS 18000 Standards and on completion of a successful Audit shall issue a Certificate(s) to the Applicant.

## **3 Application for Certification**

- 3.1 On application for Management System(s) Audit, the Applicant shall submit the following:
- (a) The application form for the Management System(s) Audit duly completed;
  - (b) The Management System(s) Audit Fee;
  - (c) List of all current projects and projects under defects liability period; &
  - (d) One (1) set of the Management System(s) Manual.
- 3.2 Applicant applying for Re-audit shall submit the following:
- (a) The application form for Re-audit duly completed 3 months before the intended date of the Audit where the intended date of the Audit must be 6 months after the conduct of the Stage 2 Audit;
  - (b) The deposit for Re-audit Fee; &
  - (c) List of all current projects and projects under defects liability period.
- 3.3 Certified Client shall submit the following before Surveillance Audit is performed:
- (a) One set of the Management System(s) Manual;
  - (b) The annual Surveillance Audit fee; &
  - (c) List of all current projects and projects under defects liability period.
- 3.4 Certified Client applying for Extension of Scope Audit shall submit the following:
- (a) The application form for Extension of Scope duly completed;
  - (b) The fees for Extension of Scope Audit;
  - (c) List of all current projects and projects under defects liability period; &
  - (d) One (1) set of the Management System(s) Manual.
- 3.5 Certified Client shall submit the following for Continuous Registration Audit:
- (a) The application form for the Continuous Registration duly completed 3 months before the expiry of the Certificate;
  - (b) The fees for Continuous Registration Audit;
  - (c) List of all current projects and projects under defects liability period; &
  - (d) One (1) set of the Management System(s) Manual.

The application forms will be made available at the Internet website of <http://www.bca.gov.sg>.

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

- 4.1 Nothing in the Certificate 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.
- 4.2 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 or Certified Client undertakes not to challenge or contest any such determination, opinion or valuation.
- 4.3 The Certificate issued on completion of the Audit is a representation by BCA to the Applicant/Certified Client 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 Audit by BCA, no claim whatsoever shall be made by the Applicant /Certified Client against BCA.
- 4.4 Any Audit and Certification is conducted at the own risk of the Applicant/Certified Client. Neither BCA nor its directors, servants, agents or employees shall be liable (whether under the express or implied terms of these terms and conditions at common law or in any other way) to the Applicant, Certified Client or to any other persons for any loss, damage or injury of whatever nature arising out of or resulting from the Applicant/Certified Client's participation in any Audit, the results of the Audit, any information or opinion given or expression whether in the Certificate or from any other causes or acts.
- 4.5 All information and documents supplied by the Applicant/Certified Client will be kept confidential unless required by law to release confidential information to a third party. The Applicant/Certified Client will be informed for such disclosure and when needed, consent will be obtained. BCA, its employees and agents shall not be liable to the company for any damages or loss suffered by the Applicant as a result of any breach of this provision other than due to the wilful or negligent act of BCA or their representatives.
- 4.6 The Applicant/Certified Client agrees that the total monetary value of any claim against BCA and their representatives, whether as damages or otherwise, shall be limited to a sum equivalent to the total amount of the fees paid by the Applicant/Certified Client for the Audit.
- 4.7 The Applicant/Certified Client agrees not to make any claim against BCA and their representatives in the event that any claim or dispute arises between the Applicant/Certified Client and a third party as a consequence of/or relating to or in reliance of the Scheme.

#### **5 Indemnity**

- 5.1 The Applicant/Certified Client 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:
  - 5.1.1 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/Certified Client, the Certificate or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA;
  - 5.1.2 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/Certified Client 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/Certified Client, the Certificate or any information or opinion given or expressed therein or elsewhere in relation thereto by BCA.

## **6 Fees**

- 6.1 BCA reserves the right to revise the fee structure from time to time for every Audit. The fees payable by each Applicant will be indicated in the quotation mentioned in Clause 2.1 above.
- 6.2 Payment may be made by account payee cheque payable to the “Building and Construction Authority” or by GIRO. The fees include GST.
- 6.3 Re-Audit Fee shall be determined by the actual number of man-days incurred at the end of audit. On the Applicant notifying the Lead Auditor of the rectification action taken, the Applicant shall pay a deposit of the Re-Audit Fee to be advised by BCA, with the balance of the Re-Audit Fee becoming payable on completion of the Re-Audit.
- 6.4 For any Audit that needs to be conducted overseas, in addition to the actual fees for the Audit, all travelling expenses including air ticket, lodging and taxes will be borne by the Applicant / Certified Client.
- 6.5 Additional fees shall be charged for any additional Audit carried out pursuant to Clause 7.5.
- 6.6 An administrative charge of 5% (of Audit fee submitted) will be levied to the Applicant for withdrawal of any application for Audit. There will be no refund of Audit fees paid unless the withdrawal of any application reaches BCA at least [7] working days before the date of the Audit. However, no refund of Surveillance Fee will be made in the event of withdrawal by Certified Client no matter when the withdrawal is made.
- 6.7 In the event of withdrawal or termination of any Audit by BCA, BCA shall refund to the Applicant/Certified Client the unutilized portion of any Fees submitted unless otherwise specified. However, an administrative charge of 5% (of unutilized portion) will be levied before refund.
- 6.8 An administrative fee shall be payable for the re-issuing of a Certificate(s)/Appendix to Certificate(s) due to changes in the name and address or other relevant particulars of the Certified Client.

## **7 Rights and Duties of Applicant / Certified Client**

### **7.1 Performance of Audit**

- 7.1.1 The Applicant/Certified Client shall furnish to BCA all relevant information and documentation relating to its Management System(s) before the performance of any stage of the Audit.
- 7.1.2 The Applicant/Certified Client shall render his full cooperation to BCA and its officers in the performance of the Audit:
- i) the Applicant/Certified Client shall comply with all requirements, procedures, directions and requests of BCA;
  - ii) the Applicant/Certified Client shall procure the cooperation of its employees and servants in complying with the requirements, procedures, directions and requests of BCA;
  - iii) the Applicant/Certified Client shall not in any way interfere, hinder or seek to influence BCA’s Audit and/or conduct of the Audit.
- 7.1.3 The Applicant/Certified Client shall keep a record of all complaints received by any person and rectification actions relating to their Management System(s).
- 7.1.4 The Applicant/Certified Client shall provide all reasonable facilities and full co-operation to the Audit Team and/or the Auditors for the purpose of carrying out the Audit.
- 7.1.5 The Applicant/Certified Client shall provide, on request by BCA, access to SAC to witness the audit team performing an Audit at the premises of the Applicant or Certified Client

- 7.1.6 The Applicant/Certified Client shall provide reasonable access for SAC and its assessors to discharge their duties during assessments and resolution of complaints. This includes allowing SAC a right to visit the Applicant/ Certified Client as a means of verification that Audits are properly conducted.
- 7.1.7 The Applicant/Certified Client and the staff involved in Audit together with all documentation evidence shall be available at all times during the performance of any stage of the Audit.
- 7.1.8 The Applicant/Certified Client shall take all necessary steps to ensure the safety of auditors from BCA and their representatives during the audit duration at the Applicant's premises.
- 7.1.9 The Applicant/Certified Client shall declare if their Management System(s) is or will be implemented for joint venture projects (i.e. projects carried out by the Applicant in a joint venture with one or more other parties). Such joint venture projects which have implemented or are implementing the Management System(s) can be selected for audit by the BCA.

## **7.2 Use of Certification Mark(s) and/or Certification**

- 7.2.1 The award of the certificate(s) entitles the Certified Client to use the BCA ISO 9000 and/or ISO 14000 and/or OHSMS Certification Mark(s) and/or make reference to the BCA ISO 9000 and/or ISO 14000 and/or OHSMS Certification:
  - (a) The Certification Mark(s) shall only be used by the Certified Client and shall always be used in conjunction with the certificate number;
  - (b) The Certification Mark(s) shall only be used on letterheads, in advertisements and for other promotional purposes. It shall only be used in connection with the scope of registration as stated on the BCA ISO 9000 and/or ISO 14000 and/or OHSMS Certificate(s). The Certified Client shall identify the scope to which the certificate applies when using the Mark(s) in context where the scope of the application is in doubt;
  - (c) The Certification Mark(s) or any reference to the Certification shall not be directly applied on the product and its packaging or be associated with the product in such a way as to imply that the product itself is certified by BCA.
  - (d) The Certification Mark(s) or any reference to the Certification shall not be applied on laboratory test, calibration or inspection reports.
- 7.2.2 Any proposed advertising and promotional materials incorporating the Certification Mark(s) must be submitted to BCA for approval prior to use.
- 7.2.3 In the event that the Certification Mark(s) is incorrectly or inaccurately used in any publication or promotional material, the Certified Client shall immediately withdraw the same and reissue such publication or promotional material after vetting by BCA.
- 7.2.4 The Certified Client shall discontinue immediately the use of the Certification Mark(s) or make reference to the certification upon expiry, suspension or termination of the Certificate, or for whatever reason(s) as decided by BCA.
- 7.2.5 The Certified Client shall amend all advertising matter when the scope of certification has been reduced.
- 7.2.6 The Certified Client shall not use the Certification Mark(s) in such a manner that would bring BCA and/or the Certification Scheme into disrepute and lose public trust and will not make any statement regarding the Certificate is misleading or unauthorized or make any misrepresentations (whether negligent or otherwise) pertaining to the Certificate.
- 7.2.7 The Certificate depending on Applicant's decision will include or exclude Joint Venture Projects under their certification scope and the extent of coverage provided under the certification.

7.28 During the Audit and during the validity period of the Certificate, the Applicant/Certified Client shall declare to BCA if there are any material changes in the performance of the Applicant/Certified Client which may affect the Certification.

### **7.3 Rectification of Major/Minor Nonconformity**

7.3.1 The Applicant/Certified Client shall rectify all Minor Nonconformities and notify the Lead Auditor of the rectification actions with relevant supporting documents and redress all the nonconformities within one month from the last day of the Audit unless otherwise specified by the Lead Auditor.

7.3.2 The Applicant shall rectify all Major Nonconformities and notify the Lead Auditor of the rectification actions with relevant supporting documents within one month from the last day of the Audit. A Re-audit on the processes or systems with Major nonconformities shall be carried out within six months from the last day of the Audit. The items required under Clause 3.2 must be submitted to BCA before re-audit is scheduled.

7.3.3 The Applicant shall rectify all Minor nonconformities raised during the Re-Audit and notify the Lead Auditor of the rectification actions within two weeks from the last day of the Re-Audit. The rectification actions shall be undertaken within one month from the last day of the Re-Audit unless otherwise specified by the Lead Auditor.

7.3.4 If there is more than one stage to the Audit, the Applicant/Certified Client shall rectify all nonconformities raised during the Audit before the next stage of Audit.

### **7.4 Change of Name/Status of Certified Applicant**

7.4.1 The Certified Client must inform BCA in writing within 1 month of any changes in the following:

- (a) Legal, commercial, organizational status or ownership;
- (b) Organization and management (eg Management Representative);
- (c) Contact address;
- (d) Scope of Services/Work;
- (e) Major changes to the management system and processes.

7.4.2 The Certified Client shall inform BCA of any change in status of the Certified Client and schedule an early Surveillance Audit. A change in status occurs where:

- (a) The Certified Client has entered into liquidation or has a receiver of its business appointed, or has entered into any scheme of arrangement with its creditors;
- (b) The Certified Client is acquired, taken-over by or merged with another company or business;
- (c) The Certified Client expands its scope of work, including but not limited to the acquisition of another company or business;
- (d) The Certified Client reduces its scope of work;
- (e) The structure, management or organization of the Certified Client has been altered so as to affect the basis of the Certification.

7.4.3 The Certified Client shall, if required by BCA following the Surveillance Audit carried out as a consequence of a change in status, surrender its certificate and re-apply for fresh Certification.

## **7.5 Early Scheduling of Surveillance Audit**

7.5.1 BCA shall be entitled to carry out Audits with less than 7 working days' notice, unscheduled audits, and schedule early surveillance audits in the event of the occurrence of any of the following events:

- (a) The Certified Client suffers Debarment
- (b) The Certified Client undergoes a change in status as provided under Clause 7.4.2
- (c) A complaint which merits investigation has been made against the Certified Client; or
- (d) Any issues arise which raise questions on the performance of the Management System(s).

7.5.2 Whether the events under (b), (c) and/or (d) have occurred entitling BCA to exercise its rights under this clause, shall be at the sole discretion and determination of BCA.

## **8 Rights and Duties of BCA**

8.1 BCA reserves the right to terminate the Audit or processing of applications where:

- (a) The Applicant/Certified Client has not paid the fees due and payable under these terms and conditions; and
- (b) The Applicant/Certified Client has failed to comply with any or all of these terms and conditions.

8.2 BCA reserves the right to determine the number of man-days required for Re-Audit. A man-day is the equivalent of 8 working hours.

8.3 BCA will provide the Applicant/Certified Client with reasons to explain any non-issue, revocation or suspension of the Certificate. Apart from cases of fraud and gross negligence, BCA shall not be held liable for any non-issue, revocation or suspension of a certificate.

8.4 At any time during the validity of the Certificate, the Certified Client may by notice in writing, inform BCA of their intention to withdraw from the Scheme.

### **8.5 Suspension or Revocation of Certificate(s)**

8.5.1 BCA reserves the right to suspend or revoke the certificate(s) in the event of any of the following circumstances:-

- (a) The Certified Client has entered into liquidation or has a receiver of its business appointed, or has entered into any scheme of arrangement with its creditors;
- (b) The Certified Client is acquired, taken-over by or merged with another company or business;
- (c) The Certified Client expands its scope of work, including but not limited to the acquisition of another company or business;
- (d) The Certified Client reduces its scope of work;
- (e) The structure, management or organization of the Certified Client has been altered so as to affect the basis of the Certification.
- (f) The management of the Certified Client has failed in any respects to comply with the laws of the countries of the respective parties;
- (g) The Certified Client has not allowed Surveillance Audit or Continuous Registration Audits to be conducted at the required frequencies;
- (h) During a subsequent Surveillance or Continuous Registration Audit, it becomes apparent that the Certified Client has failed to rectify the nonconformities and/or submit the corrective actions within the agreed time frame without valid reasons;



- (i) The Certified Client has failed to provide the Audit Team and/or the Auditors with reasonable facilities to conduct the Audit;
- (j) The Certified Client has failed to comply with any of these terms and conditions;
- (k) The conduct of the Certified Client affects or impinges upon the integrity of the Schemes, including any occurrence which may raise questions on the integrity and/or performance of their Management System(s); or
- (l) The Certified Client has failed to pay any or all of the relevant fees.

The decision to revoke or suspend the Certificate shall be at the sole discretion and determination of BCA.

- 8.5.2 BCA has the absolute discretion to decide whether or not a warning letter should be issued to the Certified Client before the suspension or revocation of the Certification.
- 8.5.3 Upon Notice in writing being given by BCA of a suspension or revocation of the Certificate(s), the Certified Client shall within 14 working days of the date of the Notice, immediately return the certificate(s) to BCA.
- 8.5.4 BCA, at its absolute discretion, may (but shall not be obliged to) conduct additional audit(s) pursuant to Clause 7.5 prior to any suspension or revocation of the Certificate(s).
- 8.5.5 Duration of the suspension of the Certificate(s) shall be at the absolute discretion of the BCA.
- 8.5.6 A Certified Client whose Certificate(s) has been revoked by BCA (in its absolute discretion), may re-apply for Certification by BCA. Any such application shall be treated as a fresh application for Certification.

## **9 Non Award**

- 9.1 The failure or inability of the Applicant/Certified Client to:
  - (a) redress any Major Nonconformity or Minor Nonconformity during any Audit; or
  - (b) comply with any of these Terms and Conditions,
 may result in no award of the Certificate. Fees paid to BCA will not be refunded in the event there is no Certificate issued.

## **10 Complaints**

- 10.1 Any complaints should be made in writing to the Chairman, Certification Working Committee, BCA and such complaints should bear the name, designation, company/business and signature of the sender.
- 10.2 Any written complaints shall include objective evidences to support the complaints, where applicable.
- 10.3 All written complaints received will be duly acknowledged and the sender will be informed of the outcome.

## **11 Publicly Accessible Information**

- 11.1 BCA will make following information publicly accessible when awarding, suspending and/or withdrawing any Certification.
  - a) Company or Business name and address;
  - b) Scope of Certification; and
  - c) Certifying standard.

## **12 Appeal**

- 12.1 Any Applicant / Certified Client wishing to appeal against any decision of BCA shall, within 14 working days after having been officially informed of such decision, give notice in writing to the Chairman, Certification Working Committee, of its desire to appeal against that decision. The decision shall stand, pending investigations and evaluation directed by the Quality Assurance Advisory Council (QAAC) whose decision shall be final.

## **13 Governing Law**

- 13.1 These terms and conditions shall be governed by and construed in accordance with the laws of Singapore.

## **14 Force Majeure**

- 14.1 No claims for damages against either the Applicant / Certified Client or BCA shall arise out of any breach of this terms and conditions 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, Certified Client or BCA.

## **15 Contracts (Rights of Third Parties) Act 2001**

- 15.1 This Contract does not create or purport to create any right under the Contracts (Rights of Third Parties) Act 2001 or any subsequent amendment thereto, which is enforceable by any person or party who or which is not a party to this Contract. Any person or party who or which is not a party to this Contract shall have no right under such Act or subsequent amendment thereto, to enforce any of the terms and conditions therein.

## **16 Entire Agreement**

- 16.1 These terms and conditions as revised from time to time, constitutes the entire agreement between the parties and supersedes any and all other agreements , oral or in writing

## **17 Severance**

- 17.1 If any provision in these Terms and Conditions is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.