

PPVC MANUFACTURER ACCREDITATION SCHEME

Terms and Conditions

1 Glossary

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

SSSS – Singapore Structural Steel Society

AGREEMENT - These Terms and Conditions, including the PPVC Manufacturer Accreditation Scheme by SSSS may be revised from time to time.

PPVC – Prefabricated Prefinished Volumetric Construction

PPVC MANUFACTURER – The “**Firm**”, also means the “Company” that undergoes the annual accreditation audit under the SSSS PPVC Manufacturer Accreditation Scheme where the plant is accredited under the scheme.

PLANT – The plant can be located onsite or off-site in Singapore or overseas. The plant also means “factory” or “on-site fabrication yard”.

CERTIFICATE – The Certificate of Accreditation for the PPVC Manufacturer Accreditation Scheme.

PPVC MANUFACTURER ACCREDITATION AUDIT – The assessment carried out by SSSS’ appointed qualified auditors to determine if the SSSS’ PPVC Manufacturer Accreditation Scheme criteria and requirements are met.

PART 1: DOCUMENTATION AUDIT – This part of the accreditation process consists of the assessment of the Quality Management System documentation as in the Firm’s Quality Plan.

PART 2: PLANT AUDIT – This part of the accreditation process consists of the assessment of the plant’s capabilities, facilities and quality control processes during production.

BIP- Building Innovation Panel. It consists of technical departments from the various statutory bodies such as Building and Construction Authority (BCA), Land Transport Authority (LTA), Public Utilities Board (PUB), National Environmental Agency (NEA), Singapore Civil Defense Force (SCDF), Housing and Development Board (HDB) and Jurong Town Corporation (JTC).

Words importing singular also include the plural and vice-versa where the context requires.

2 Agreement for PPVC Manufacturer Accreditation Scheme

- 2.1 Subject to the terms and conditions hereinafter set out, the SSSS accredited PPVC Manufacturer shall maintain continuous registration of plant/factory accreditation with SSSS subject to a two yearly renewal audit.
- 2.2 The acceptance of the Certificate gives recognition to the Firm who has met the accreditation criteria and requirements. With the Certificate of Accreditation, the Firm will ensure quality assurance to the customers/clients.
- 2.3 The Firm shall obtain an In-Principle Acceptance certificate(s) from the Building Innovation Panel (BIP) prior to their application for the accreditation scheme.
- 2.4 Depending on the Firm's readiness for production, the Firm may opt for two (2) parts audits when their PPVC production has not started. For PART 1: Documentation Audit, the Firm shall be given a provisional certificate when its quality plan meets the requirements in the criterion under "Quality Management System". The Firm shall arrange for PART 2: Plant Audit as soon as the PPVC supply contract is procured. In case, the PPVC Manufacturer shall write-in to SSSS for an extension of time for PART 2: Plant Audit beyond twelve (12) months from the provisional certificate's date of issue.
- 2.5 The Firm shall plan for their accreditation audit in a timely manner, such that the full certification can be carried out or opt to be assessed in two (2) parts as in Clause 2.4 above.
- 2.6 The Firm who manufactures the PPVC in greater than or equal to two (2) separate factories/plants shall be audited separately for each factory/plant. The individual plant that produces whole of PPVC shall be audited and certified separately.

3 Accreditation Criteria

- 3.1 The plant(s) that is certified by SSSS shall be employed by the Firm.
- 3.2 The accreditation criteria are as follows:
 - (1) Quality Management System
 - (2) Plant & Design Capabilities
 - (3) Human Resource Requirements
 - (4) Quality Control in Production
 - (5) Storage and Delivery
 - (6) Installation and Maintenance
- 3.3 The Firm shall familiarise with the accreditation criteria and ensure that their plant meets the requirements of the accreditation criteria (as shown in Annex 1 of the application form). The Firm shall carry out their own internal audit of their plant(s) prior to the accreditation audit.
- 3.4 For separate locations of more than two (2) plants for the prefabrication of the shell and finishes, the Firm shall arrange for the combined audit of the plants. All plants shall meet the accreditation criteria in order for the award of Certificate to the Firm.

- 3.5 The Firm has to pay the cost of any re-audit(s) by SSSS' auditor(s) for verification of the implementation of corrective and preventive actions taken to rectify any major non-conformity raised during the audit.

4 Limitation on Liability

- 4.1 All information and document supplied by the Firm shall be kept confidential unless required by law to release confidential information to a Third Party. The Firm shall be informed of such disclosure. As and when required, a consent from the Firm shall be obtained in writing. SSSS and their representatives shall not be liable to the Firm for any damages or loss suffered by the Firm as a result of any breach of this provision other than due to the wilful or negligent act of SSSS and/or their representatives.
- 4.2 SSSS and/or their representatives shall not be liable to the Firm for any legal suits, expenses, losses or damages suffered by the Firm and caused by/or related to the Firm's participation in the PPVC Manufacturer Accreditation Scheme or as a result of the certification audit of the Firm by SSSS and/or their representatives.
- 4.3 The Firm agrees not to make any claim against SSSS and their representatives in the event that any claim or dispute arises between the Firm and a Third Party as a consequence of/ or relating to/ or in reliance of the Certificate of Accreditation.

5 Indemnity

- 5.1 The Firm agrees and shall indemnify SSSS and/or their representatives against all loss and expenses suffered by SSSS and/or their representatives including but not limited to all claims by any Third Parties against SSSS and/or their representatives arising from/ or as a result of the PPVC Manufacturer Accreditation Scheme.

6 Use of the Certificate of Accreditation

- 6.1 The accreditation entitles the Firm to use the Certificate and/or make reference to the PPVC Manufacturer Accreditation Scheme:
- (a) The plant(s) that are stated in the Certificate shall be employed by the Firm and used in conjunction with the accreditation certificate number. The Certificate is valid for two (2) years from the date of issue. The firm shall arrange for a surveillance audit at least one year in advance prior to the year of renewal audit.
 - (b) The Firm stated in the Certificate shall be used as letterheads, in advertisements, promotions and communication purposes. It shall be used in connection with the scope of registration as specified in the Certificate of Accreditation. The Firm shall identify the scope to which the Certificate applies in context where the scope of the application is in doubt.
 - (c) The Certificate or any reference to the PPVC Manufacturer Accreditation Scheme shall not be directly applied on the product and its packaging or be associated with the product in such anyway as to imply that the product itself is certified by SSSS.

- (d) The Certificate or any reference to the PPVC Manufacturer Accreditation Scheme shall not be applied on laboratory test, calibration or inspection reports.
- 6.2 Any proposed advertising and promotional materials incorporating the SSSS' Certificate of Accreditation must be submitted to SSSS for approval prior to use.
- 6.3 In the event that the Certificate is incorrectly or inaccurately used in public, the Firm shall immediately withdraw the same and re-issue such advertising or promotional material after approval by SSSS.
- 6.4 The Firm shall immediately discontinue the use of the Certificate or make reference to the PPVC Manufacturer Accreditation Scheme upon expiry, suspension or termination of the Certificate or/for whatsoever reason(s) as decided by SSSS.
- 6.5 The Firm shall amend all advertising and promotional material when the scope of certification has been reduced or affected.
- 6.6 The Firm shall not use the Certificate in such a manner that would bring SSSS and/or the accreditation scheme into disrepute and lose public trust.
- 6.7 The Certificate shall be for the particular plant(s) under the accreditation scope and the extent of coverage provided under the accreditation.
- 7 Change of Name/Status of Accredited PPVC Manufacturer**
- 7.1 The Firm shall inform SSSS in writing within one (1) month of any changes in the following:-
- (a) Name of Accredited PPVC Manufacturer
 - (b) Official address of the Accredited PPVC Manufacturer
 - (c) Plant address of the Accredited PPVC Manufacturer
 - (d) Scope of Service/Work
 - (e) Ownership/director
- 8 Suspension or Revocation of Accreditation Certificate and Stop Use of Certificate**
- 8.1 SSSS shall reserve the right to suspend or revoke the Certificate of Accreditation in the event of any of the following circumstances:-
- (a) The Firm 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 management of the Firm has failed in any respect to comply with the laws and by-laws of the country of the respective party.
 - (c) The Firm has not renewed their PPVC Manufacturer Accreditation Scheme audit on/before expiry date of the Certificate. SSSS at its discretion shall determine the amount and imposed an additional fee for late registration and/or late renewal application after the expiry date of the Certificate.

- (d) The Firm has failed to comply with any or all of the terms and conditions of the PPVC Manufacturer Accreditation Scheme herein/or the conditions for the use of the Certificate as prescribed by the SSSS from time to time;
- (e) The conduct of the Firm affects or impinges upon the integrity of the SSSS' PPVC Manufacturer Accreditation Scheme, including any occurrence which may raise questions on the integrity and/or performance of their management.

Whether the events as described under (a), (b), (c), (d) and/or (e) have occurred entitle SSSS to exercise its rights under this clause, shall be at the sole discretion and determination of SSSS.

- 8.2 SSSS has the absolute discretion to decide if a warning letter should be issued to the Firm before the suspension or revocation of the Certificate of Accreditation and stop the use of the Certificate.
- 8.3 Upon written notice given by SSSS of a suspension or revocation of the Certificate, the Firm shall within 14 working days of the date of the notice, immediately return the Certificate to SSSS and stop the use of the Certificate.
- 8.4 SSSS at its absolute discretion may (but shall not be obliged to) conduct additional audit pursuant to Clause 8.1(c) prior to any suspension or revocation of the award.
- 8.5 The duration of the suspension of the accreditation shall be at the absolute discretion of the SSSS.
- 8.6 A Firm whose certificate has been revoked by SSSS (in its absolute discretion), may re-apply for the PPVC Manufacturer Accreditation Scheme by SSSS. Any such application shall be treated as a new application to the Scheme and the Firm shall satisfy Clause 3.1 to 3.3.

9 Complaints on Accredited PPVC Manufacturer

- 9.1 Any complaint on the Firm shall be made in writing to the SSSS and such complaint shall bear the name, designation, company and signature of the complainant.
- 9.2 Any written complaints shall include objective evidence and findings to support the complaint, where applicable.
- 9.3 All written complaint received will be duly acknowledged and the complainant will be informed of the outcome of an investigation by SSSS.

10 Publicly Accessible Information

- 10.1 When awarding, suspending and/or withdrawing certificate from the PPVC Manufacturer Accreditation Scheme, SSSS shall make the following information publicly accessible as follows:-
 - a) Company name and address
 - b) Plant address
 - c) Scope of Accreditation
 - d) Certifying criteria and requirements

e) Changes as stated in Clause 7

11 Appeal

- 11.1 Any Firm wishing to appeal against the decision of SSSS shall, within 14 working days after having been officially informed of the decision, give notice in writing to the SSSS' Accreditation Committee of its desire to appeal against that decision. The decision shall stand, pending investigations and evaluation directed by the SSSS' Accreditation Committee whose decision shall be final.

12 Governing Law

- 12.1 This agreement shall be governed by and construed in accordance with the Laws of Republic of Singapore.

13 Force Majeure

- 13.1 No claims for damages against either the Firm or SSSS shall arise out of any breach of this Agreement if such breach is caused by politics, wars, riots, and acts of public enemies, strikes or other public commotions, fire, flood, Act of God or other natural causes beyond the control of the Firm or SSSS.

14 Exclusion of Operation of the Contracts (Rights of Third Parties) Act

- 14.1 For the purpose of 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.