BIM Particular Conditions Version 2 (BPC V2) Guidance Notes – August 2015

Purpose of Guidance Notes

The Guidance Notes highlight the changes from the BIM Particular Conditions Version 1 (BPC V1) to the BIM Particular Conditions Version 2 (BPC V2).

Guidance Notes in yellow indicate new clauses or changes in intention to existing clauses.

Guidance Notes in grey indicate minor editorial changes to existing clauses, or no change.

Guidance Notes in black indicate clauses which have been deleted.

Article 1 Definitions

1.1. **BIM** means building information modelling and is the process and technology used to create a Model.

No change from the BIM Particular Conditions Version 1 (BPC V1).

1.2. **BIM Guide** refers to the guide on use of BIM which is specified in the Principal Agreement. If the Principal Agreement does not mention a guide to be used, then the Building and Construction Authority Singapore BIM Guide (current as at the date of the Principal Agreement) shall be used.

Version of the Singapore BIM Guide was changed, from "time being in force" to "current as at the date of the Principal Agreement". For the purposes of tendering, a specific version should be established, especially in the event that two versions of the Singapore BIM Guide are published during the project. Rephrasing of words from BPC V1.

1.3. **BIM Particular Conditions** means this document.

Simplified from BPC V1.

1.4. **BIM Execution Plan** means the latest plan outlining the procedures and modelling protocol prepared in accordance with Clause 4.

Elaboration from BPC V1, from "plan" to "latest plan outlining the procedures and modelling protocol".

1.5. **BIM Manager** means the person, firm or corporation appointed by the Employer in accordance with Clause 3 to be the BIM Manager.

Simplified from BPC V1.

Definition of **Construction Documents** was deleted, as it was not necessary to distinguish Construction Documents apart from or among the Contributions, Models and Released Models in the Project. The deleted clause is as follows: "Construction Documents means all drawings, calculations, computer software programmes, samples, patterns, models and other information of a similar nature prepared by the Designer for the Project but not a Model".

1.6. **Contribution** means the expression, design, data or information that a party in the Project creates or prepares, and shares with other parties in the Project for use in or in connection with a Released Model. Contribution includes a Released Model.

"Model" was changed to "Released Model" (see clause 1.10 and 1.11).

1.7. **Designer** refers to any party in the Project who is responsible for the design of the whole or some part of the Project.

Simplified from BPC V1.

1.8. **Drawings** means two dimensional representations, hand sketches, perspective views or other graphical outputs printed physically or electronically.

Simplified from BPC V1.

The original clause in BPC V1 is as follows:

"Drawings means (a) those two-dimensional plans, sketches or other drawings that are contract documents in the Principal Agreement and are created separately from, and are not derived from, a Model and (b) those two-dimensional projections derived from a Model supplemented with independent graphics and annotations specified by the parties to be contract documents in the Principal Agreement."

As stated in revised Clause 1.10, Drawings will become part of the Model, thus there should not be a distinction between Model and Drawings. This also results in the deletion of clause 2.4.3, as clause on whether Model or Drawings prevail against each other is unnecessary.

1.9. **Employer** means the party named as "the Employer" in the main building contract for the Project.

Definition was changed from "owner of the Project" to "'the Employer' in the main building contract" because it may be possible that the owner of the Project is not the Employer of the contract for the Project.

1.10. **Model** means a digital representation of the Project or part of the Project, and used to describe a two dimensional representation, three dimensional representation, as well as other data representations, including Drawings, as identified in the BIM Execution Plan.

Definition was extended in scope from "three-dimensional representation" to "two dimensional representation, three dimensional representation, as well as other data representations, including Drawings, as identified in the BIM Execution Plan".

The BPC V2 aims to redefine the meaning of Model, as it is possible to generate many types of data directly from the Model, including Drawings. Instead of questioning whether a contractual deliverable should be in 2D, 3D, Drawings, BIM etc, the validity of the contractual deliverable should be determined by the content it represents. Data generated from BIM, like data generated from non-BIM sources, has the possibility of being contractual data, as long as they are stated in the contractual requirements, and in this clause, stated in the BIM Execution Plan.

The deleted clause in BPC V1 is as follows:

"Model means a digital representation of the physical and functional characteristics of the Project, that is, a three-dimensional representation in electronic format of building elements representing solid objects with true-to-scale spatial relationships and dimensions. A Model may include additional information or data. A Model may be used to describe a Model Element (that is, a portion of the Model representing a component, system or assembly within the Project or Project site), a single Model or multiple Models used in aggregate or in federation. BIM is the process and technology used to create the Model". 1.11. **Released Model** means a Model identified as such and released by the Model Author from time to time as agreed in the BIM Execution Plan.

Definition was changed from "Final Design Model" to "Released Model". Only one single Model Author will be recognized to be responsible for each Released Model, and this Model Author will be responsible for integrating different Contributions (by himself or any other Model Author) into that particular Released Model. It is possible that multiple Released Models may be made available at the same time. The descriptions of each Released Model Users, which led to the inclusion of new Clause 4.3 – "The BIM Manager shall maintain a history of all Released Models".

Also note the revised definition of "Model", thus a Released Model may include two dimensional representations as well.

1.12. Model Author means the party responsible for developing the specific content of a Model to the level of detail required for a particular purpose of the Project. Model Authors are identified in the BIM Execution Plan.

For clarity, definition was changed from "content of a specific Model Element" to "specific content of a Model", and from "particular phase of the Project" to "particular purpose of the Project".

1.13. **Model User** means any party authorised to use a Model in the Project, such as for analysis, estimating or scheduling or for development of other Models, and includes subsequent or other Model Authors.

Definition was expanded in scope to include "development of other Models, and includes subsequent or other Model Authors".

1.14. **Principal Agreement** means the agreement or contract for services, supply and/or construction which a party has entered into for the Project.

Simplified from BPC V1.

1.15. **Project** means the project referred to in the Principal Agreements.

Simplified from BPC V1.

Article 2 General Principles

2.1. The Principal Agreement for any party who is carrying out BIM shall include the BIM Particular Conditions.

Clause 2.1 and 2.2 in the BPC V2 are derived from Clause 2.1 in the BPC V1. This was done to increase clarity.

2.2. Any party to the Project who has the BIM Particular Conditions in its Principal Agreement shall, by a term in the relevant agreement or contract, include the BIM Particular Conditions in the respective agreement or contract with all of its subconsultants, suppliers and subcontractors who will be involved in carrying out BIM for the Project.

Clause 2.1 and 2.2 in the BPC V2 are derived from Clause 2.1 in the BPC V1. This was done to increase clarity.

The clause has been rephrased to provide for the BIM Particular Conditions to be included by way of a term in the respective agreement or contract, to create contractual obligations downstream.

2.3. The benefit of the BIM Particular Conditions shall accrue to every party in the Project who has the BIM Particular Conditions in its Principal Agreement.

The Contracts (Rights of Third Parties) Act was enacted by the Singapore Parliament to ensure that third parties who are mentioned in any agreement will be able to exercise any rights in the agreement if the agreement specifically or by implication confers any rights on the third party. The Contracts (Rights of Third Parties) Act applies to contracts by default.

Therefore, if an Employer and Consultant A have the BPC in their Principal Agreement, Consultant B could rely on any benefits under the Principal Agreement (for e.g. the clauses on IP in the BPC). To rely on the benefits under the BPC, Consultant B need not have the BPC in its own Principal Agreement with the Employer.

Clause 2.3 has been added to ensure that all parties in the same Project will be able to enforce BIM Particular Conditions against one another only if they also have the BIM Particular Conditions incorporated into their Principal Agreement. The purpose of this clause is to tie all parties doing BIM in the project to the BIM Particular Conditions.

Since the BIM Particular Conditions will be made a contractual document on a bilateral basis (ie between the two parties in each contract) only, we have to deal with the issue of how to make all parties (and not just the two parties in the contract) parties to the BIM Particular Conditions.

The proposed solution is this clause which specifically says that the benefit of the BIM Particular Conditions is intended to accrue to all parties involved in BIM for the Project.

By doing this, the Contracts (Rights of Third Parties) Act can apply to allow the other parties to have the benefit of the BIM Particular Conditions as against the parties to the contract. Since all the other parties will also have a similar clause in their contracts, all the parties involved in BIM for the project will be tied to each other as regards the BIM Particular Conditions.

- 2.4. Unless otherwise expressly provided in the BIM Particular Conditions, the BIM Particular Conditions do not change any contractual relationships or shift any risk of the parties in a Project which has been agreed in the respective Principal Agreements. In particular:
 - 2.4.1. Nothing in the BIM Particular Conditions shall relieve a Designer from its obligation, nor diminish the role of the Designer, as the person responsible for and in charge of the design of the Project or any part of the Project.
 - 2.4.2. Participation of a contractor, its subcontractors and/or suppliers in carrying out BIM shall not constitute performance of design services unless the contractor,

its subcontractors and/or suppliers had assumed design responsibility under their respective Principal Agreements.

"Unless otherwise expressly provided in the BIM Particular Conditions" was added to the start of Clause 2.4 for additional clarity. Minor editorial changes were also made to the clause.

The following 2 clauses were deleted from the BPC V1:

2.2.2 Where under applicable law or in contract, the Employer warrants to any party the adequacy and/or sufficiency of design, nothing in this BIM Particular Conditions shall diminish the extent to which the Employer warrants to any party the adequacy and/or sufficiency of design.

Reason for deletion: This clause is unnecessary.

2.2.4 In the event of any inconsistency between a Model and any Drawings, the Drawings shall prevail.

Reason for deletion:

See clause 1.10 on the revised meaning of Model. Prevalance of data should not be determined by the representation that the data is in. Sometimes a Model will prevail over a Drawing, sometimes vice versa. In the event of any inconsistency, the respective parties involved in the creation of content in the Model and Drawing should discuss which data representation is more accurate and relevant for the purpose it was created for.

2.5. In the event of any inconsistency between the BIM Particular Conditions and the relevant Principal Agreement, the BIM Particular Conditions shall prevail.

"Applicable Principal Agreement" was changed to "relevant Principal Agreement".

2.6. With regard to the Models, the following principles shall apply:

- 2.6.1. A Released Model is not intended to provide the level of detail needed in order to extract materials, specifications or quantities unless this is required in the BIM Execution Plan.
- 2.6.2. All dimensions in a Model shall be verified on site where possible and applicable before commencing any construction.
- 2.6.3. If any party to the Project discovers any discrepancy between the latest version of a Released Model by one Model Author and that by another Model Author, or any contract document in any Principal Agreement, that party shall immediately inform the BIM Manager who shall facilitate resolution of the discrepancy.

There were editorial changes from the BPC V1 in clause 2.6 and its sub-clauses.

In clause 2.6.1, "precise materials or object quantities" was changed to "materials, specifications or quantities".

Clause 2.6.2 was changed to emphasize that dimensions in a Model is for reference only, similar to current practice with regards to contractual two-dimensional drawings.

In clause 2.6.3, instead of informing all parties to the Principal Agreement in the event of a discrepancy being discovered, only the BIM Manager will need to be informed. The clause further elaborates the role of the BIM Manager in this event.

The following sub-clause was deleted from the BPC V1:

2.4.3 If there is a conflict between a Final Design Model and any other Model, the Final Design Model shall prevail.

Reason for deletion: This clause is unnecessary.

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Article 3 BIM Management

3.1. The Employer shall appoint one or more BIM Managers for the Project. All compensation and related costs for the BIM Manager shall be paid by the Employer unless otherwise agreed between the parties in the Project.

The following phrase at the end of the clause was deleted from the BPC V1:

... The Employer may appoint any one or more of the parties in a Project as BIM Manager in addition to the duties and obligations of that party under the Principal Agreement.

Reason for deletion: This phrase is unnecessary.

3.2. The role and responsibilities of the BIM Manager shall be as provided in the BIM Guide unless agreed otherwise in the BIM Execution Plan.

No change from the BPC V1.

Article 4 BIM Execution Plan

4.1. As soon as practicable and from time to time as required, the BIM Manager shall call all parties to the Project involved in the execution of BIM to confer and agree upon the terms of or modifications to the BIM Execution Plan. The parties involved shall use their best efforts to agree upon the terms of or modifications to the BIM Execution Plan.

The word "meet" was removed from the clause to avoid misunderstanding that the BIM Manager could call all parties to a meeting. Rephrasing of words from the BPC V1.

4.2. The BIM Execution Plan shall be developed in accordance with the BIM Guide.

The word "Model" was removed from the clause as it was unnecessary – the BIM Execution Plan itself will indicate how the Model should be developed, thus the Model does not need to be developed in accordance with the BIM Guide.

4.3. The BIM Manager shall maintain a history of all Released Models.

New clause, see explanation at clause 1.10.

The following clause was deleted from the BPC V1:

4.3 As soon as practicable and from time to time as required, the BIM Manager shall call all parties to the Project involved in the execution of BIM to identify and agree on the Final Design Model.

Reason for deletion: This clause is unnecessary, as the revised clause 4.4 will include this deleted clause as well.

4.4. The BIM Manager shall schedule and facilitate all meetings concerning BIM. In the event of any disagreement on the terms of or modifications to the BIM Execution Plan, the BIM Manager's decision shall be final and conclusive. In the event that more than one BIM Manager has been appointed, then the decision shall be the joint

decision of the BIM Managers failing which, the Employer shall decide and his decision shall be final and conclusive.

To be more accurate on the role of the BIM Manager, the first line of the clause has been changed from "The BIM Manager shall schedule and chair all meetings" to "The BIM Manager shall schedule and facilitate all meetings concerning BIM". The Employer's role in final and conclusive decision-making was added to the end of the clause to address feedback that this clause could imply that the BIM Manager may overrule the Employer's decision.

4.5. If under the BIM Execution Plan, any party is required to perform or carry out any work which is beyond its scope of work under its Principal Agreement, such work shall be treated as additional works or variations under its Principal Agreement. The party carrying out the additional works or variations shall, before commencing any such work, obtain the prior written consent of the counter party(ies) to its Principal Agreement, whichever is applicable.

The second sentence of the clause is a new addition, to prevent any misunderstandings of any additional works or variations after work has been completed.

4.6. The BIM Manager shall report to and keep the Employer informed on all matters and the BIM Execution Plan, as updated from time to time, shall be subject to the approval of the Employer.

This is a new clause, for added assurance to the Employer.

Article 5 Risk Allocation

5.1. The Contribution of each Model Author is intended to be shared with Model Users throughout the course of the Project.

Simplified from BPC V1.

5.2. Subject always to Clause 6, in contributing content to the Model, the Model Author does not convey any ownership right in the content provided or in the software used to generate the content. Any subsequent Model User's right to use, modify, or further transmit the Model is specifically limited to the design and construction of the Project (including authorities' submissions, where required), and nothing contained in the BIM Particular Conditions conveys any other right to use the Model for another purpose.

Rephrased from BPC V1 for clarity.

5.3. It is understood that while specific content of a Released Model may include data that exceeds the required level of detail specified in the BIM Execution Plan, Model Users may rely on the accuracy and completeness of a Released Model only to the extent required for the level of detail specified in the BIM Execution Plan.

"Specific Model Element" was changed to "specific content of a Released Model", as the level of detail as specified in the BIM Execution Plan does not need to be limited to each Model Element i.e. system, assembly, unit, etc.

5.4. Any use of, or reliance on, content of a Released Model that exceeds the level of detail specified in the BIM Execution Plan by Model Users shall be at their own risk and without liability to the Model Author. Model Users shall indemnify and defend the Model Author from and against all claims arising out of or in relation to that Model User's unauthorised modification to, or use of, the Model Author's content.

"Model Element" was changed to "content of a Released Model", as the level of detail as specified in the BIM Execution Plan does not need to be limited to each Model Element i.e. system, assembly, unit, etc.

"Inconsistent with the level of detail" was changed to "exceeds the level of detail" as Model Authors would be liable for all content in the Released Model with the same or lesser level of detail as indicated in the BIM Execution Plan.

5.5. Should any Released Model be included as part of the contract documents in any Principal Agreement, parties may rely upon the accuracy of information in that Released Model only to the extent specified in the BIM Execution Plan.

"Specific Model Element" was changed to "specific content of a Released Model", as the level of detail as specified in the BIM Execution Plan does not need to be limited to each Model Element i.e. system, assembly, unit, etc.

Dimensional accuracy was removed from this clause, as parties are encouraged to verify all dimensions in a Model on site (see clause 2.6.2)

5.6. The standard of care applicable to each Model Author regarding its Contribution shall be in accordance with that party's Principal Agreement. If the standard of care is not specified, the standard of care shall be the applicable degree of skill, care and diligence expected of a competent person involved in execution of BIM in Singapore, carrying out the same role or scope of work as that Model Author on the Project.

The standard of care applicable is changed from "each party" to "each Model Author". If the standard of care is not specified, the standard of care is changed, from being "in accordance to applicable law", to "the applicable degree of skill Project." This is to reduce ambiguity, as it may not be possible to find "applicable law" in this context.

5.7. Each party in the Project shall use its best efforts to minimize the risk of claims and liability arising out of or in relation to the use of or access to its Released Models. Such efforts may include reporting forthwith to the relevant party and the BIM Manager any errors, inconsistencies or omissions it discovers in its Released Model or Contribution.

At the end of the clause, "However, this section shall not relieve any party of liability for any of its Contribution" was deleted.

5.8. No Model Author shall be responsible for costs, expenses, liabilities, or damages which may result from use of its Contribution beyond the uses stated in the BIM Execution Plan.

"No party" is changed to "No Model Author".

Article 6 Intellectual Property Rights

6.1. Each Model Author warrants that it owns the copyright to its Contribution or is licensed by the holders of copyright in the Contribution to make the Contribution and grant such licence as enumerated under sub-Clause 6.3.

Clause 6.1 and 6.2 in the BPC V2 are derived from Clause 6.1 in the BPC V1. This was done to simplify the English and increase clarity.

6.2. Subject to sub-Clause 5.8, each Model Author agrees to indemnify the Model Users against claims of third parties for infringement or alleged infringement of copyrights contained in that Model Author's Contribution.

Clause 6.1 and 6.2 in the BPC V2 are derived from Clause 6.1 in the BPC V1. This was done to simplify the English and increase clarity.

6.3. Each Model Author grants to the Model Users a limited, non-exclusive licence to reproduce, distribute, display or use the Contribution of that Model Author for the sole purpose of carrying out BIM in the Project. The limited licence granted in this sub-Clause shall include any archival purposes permitted in these BIM Particular Conditions or in the Principal Agreement of that Model Author. In this regard, after final completion of the Project, the non-exclusive licence shall be limited to keeping an archival copy of Project-related Contributions.

Clause 6.3 in the BPC V2 involves a merging of Clause 6.2, it's sub-clauses, and Clause 6.5 in the BPC V1. This was done to simplify the English and increase clarity.

6.4. The Employer's right to use any Released Models and Contributions after completion of the Project shall be governed by the Principal Agreement(s) of the Model Author of the relevant Released Model and Contribution.

Simplified from BPC V1.

Note: All Released Models and Contributions should only be for purposes of the Employer's Project, and any entitlement to use both should be exclusively reserved for the Employer.

- 6.5. In the absence of express language to the contrary in the Principal Agreement or in the BIM Particular Conditions:
 - 6.5.1. nothing in the BIM Particular Conditions, and
 - 6.5.2. no act by any party in the Project in furtherance of the BIM Particular Conditions,

shall limit, transfer or otherwise affect any of the intellectual property rights that a party may have with respect to any Contribution. Other parties, persons or entities that provide Contributions to a Model shall not be deemed to be co-authors in the Contributions of other parties to the Project.

Simplified from BPC V1.

Article 7 Electronic Data Exchange

- 8.2. Each party does not warrant the integrity of any electronic data delivered in accordance with the BIM Particular Conditions other than as expressly provided, if any, in the BIM Execution Plan or the Principal Agreement.
- 8.3. Each party shall not be liable for any corruption or unintended amendment, modification or alteration of the electronic data in any Model produced by that party which occurs after the said Model has been transmitted by that party except where the corruption or unintended amendment, modification or alteration was due to the failure of that party to comply with the BIM Particular Conditions or the BIM Execution Plan.

Both clauses are new. The addition is to remove the need for separate Electronic Data Exchange agreements between parties.

Article 8 Termination, Rescission or Expiry of Principal Agreement

8.1. Clauses 1, 2, 5 and 6 of the BIM Particular Conditions shall continue to apply following the termination, rescission or expiry of the Principal Agreement.

The purpose of this clause is to deal with the issue in law where once a contract ends or is terminated, the parties to the contract no longer have any obligations under the contract. There are certain clauses which are intended to continue to apply even after the contract ends for the parties in that contract, for example, the provisions on ownership of intellectual property rights.

The law allows obligations to continue after termination if the contract expressly says so. We have therefore drafted this clause to ensure that certain provisions survive termination of the contract.

Notes to Users:

1. Clause 1.2 defines the BIM Guide as either the Singapore BIM Guide published by BCA or such other guide as may be expressly provided in the Principal Agreements. If the user intends to use any other guide for a project, then it is absolutely critical that this be stated in the Principal Agreements (see next paragraph for a suggestion on how this can be done).

No change from the BPC V1.

2. For the BIM Particular Conditions to apply in a project, the parties must ensure that the BIM Particular Conditions is incorporated as a contract document in the Principal Agreements. This can be done in a variety of ways. Suggestions for the more common local standard forms of contract are set out below**.

No change from the BPC V1.

Instead of referring to the "Particular Conditions for Building Information Modelling ('BIM Particular Conditions') published by the Building and Construction Authority for the time being in force" in BPC V1, all suggestions from here onwards (a. to i.) in BPC V2 refers to the exact Version being incorporated, to avoid being construed to be the latest Version (from time to time prevailing).

a. REDAS Design and Build Conditions of Main Contract, 3rd Edition To insert as one of the documents in Appendix 4:

The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.

For the purposes of Clause 1.2, if it is intended that another guide for BIM be used, then, to insert as one of the documents in Appendix 4:

*The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable]

"REDAS Design and Build Conditions of Contract" changed to REDAS Design and Build Conditions of Main Contract, 3rd Edition".

b. REDAS Design and Build Sub-Contract Conditions, 1st Edition To insert as one of the documents in Appendix 2:

The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.

For the purposes of Clause 1.2, if it is intended that another guide for BIM be used, then, to insert as one of the documents in Appendix 2:

*The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable].

This is a new contract form issued in December 2013.

 c. SCAL Conditions of Sub-Contract
 To amend Clause 4 by adding a new Clause 4(j) as follows:
 (j) Schedule 10: The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.

For the purposes of Clause 1.2, if it is intended that another guide for BIM be used, then, to amend Clause 4 by adding a new Clause 4(j) as follows:

(j) Schedule 10: *The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable].

No change from BPC V1, SCAL to confirm.

d. SCAL Standard Agreement for Appointment of Consultants

To insert as one of the documents in Appendix C:

The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.

For the purposes of Clause 1.2, if it is intended that another guide for BIM be used, then, to insert as one of the documents in Part 1 of the Schedule:

*The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable].

No change from BPC V1, SCAL to confirm.

e. SIA Articles and Conditions of Building Contract, 9th Edition

Article 6.(f) provides for any letters or documents to be included as a Contract Document. It should be made known to tenderers that the List of Additional Contract Documents referred to in the Appendix includes:

- (i) The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.
- (ii) *The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable].

"SIA Contract" changed to "SIA Articles and Conditions of Building Contract, 9th Edition". Subsequent description was changed as well.

- f. SIA Conditions of Sub-Contract for use in conjunction with the Main Contract (Lump Sum Contract and Measurement Contract, 8th and 9th Edition)
 It should be made known to tenderers that the list in Part I of the Schedule includes:
 - (i) The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.
 - (ii) *The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable].

"SIA Sub-Contract" changed to "SIA Conditions of Sub-Contract for use in conjunction with the Main Contract (Lump Sum Contract and Measurement Contract, 8th and 9th Edition)". Subsequent description was changed as well.

- g. **SIA Articles and Conditions of Contract for Minor Works 2012, 1st Edition** Article 5.(e) provides for any documents to be included as a Contract Document. It should be made known to tenderers that Contract Documents include:
 - (i) The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.
 - (ii) *The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable].

This is a new contract form issued in December 2012.

h. SIA Conditions of Appointment and Architect's Services and Mode of Payment, 3rd Edition

To add a new Clause 1.1(11):

- (i) The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.
- (ii) *The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable].

"SIA Conditions of Appointment (for Architect)" changed to "SIA Conditions of Appointment and Architect's Services and Mode of Payment, 3rd Edition". Subsequent description was changed as well.

Association of Consulting Engineers Singapore Agreement
 To insert at Clause 1.1.1(i) of the Specific Provisions:
 The BIM Particular Conditions, Version 2, published by the Building and Construction Authority.

 For the purposes of Clause 1.2, if it is intended that another guide for BIM be used, then, to insert at Clause 1.1.1(i) of the Specific Provisions:

 *The Singapore BIM Guide / "Name of BIM Guide" [*whichever is applicable].

No change from BPC V1, ACES to confirm.

** Users are advised to check with the respective associations mentioned above on the latest status of their respective standard forms before using the suggested clauses above.