

21 June 2024

To: All firms registered in CRS and PSPC consultants

(Sent via Bcc)

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**AMENDMENTS TO THE PUBLIC SECTOR STANDARD CONDITIONS OF CONTRACT (“PSSCOC”) ON EGUARANTEE, ENHANCED WORKPLACE SAFETY & HEALTH (“WSH”) REQUIREMENTS, CONFIDENTIALITY OF INFORMATION AND NON-EXHAUSTIVE LIST OF MEDIATION CENTRES**

This circular informs the Built Environment sector on the following amendments to the Public Sector Standard Conditions of Contract (“PSSCOC”):

- a. Adoption of eGuarantee@Gov for submission of banker’s guarantees and insurance bonds;
- b. Enhancement to Workplace Safety & Health (“WSH”) requirements in public sector construction and construction-related projects;
- c. Others
  - i. Confidentiality requirement; and
  - ii. Non-exhaustive list of mediation centres.

**Amendments to the PSSCOC**

2 Details of the amendments made to the PSSCOC for Construction Works 8th edition and PSSCOC for Design and Build 7<sup>th</sup> edition are attached in Annex A. The latest PSSCOC can be downloaded from <https://www1.bca.gov.sg/procurement/post-tender-stage/public-sector-standard-conditions-of-contract-psscoc>.

**Implementation**

3 The latest PSSCOC amendments will take effect for construction tenders called on and after 1 July 2024.

**Clarifications**

4 For clarification on this circular, please direct your queries to <https://www.bca.gov.sg/feedbackform/>.

Thank you.

Ng Man Hon  
Director, Procurement Policies Department  
Building and Construction Authority  
(Transmitted via email)

Annex A - Amendments to the Public Sector Standard Conditions of Contract (PSSCOC) for Construction Works and PSSCOC for Design and Build

## Amendments to the Public Sector Standard Conditions of Contract (“PSSCOC”) for Construction Works and PSSCOC for Design and Build

## A) Mandatory adoption of eGuarantee@Gov

Amended Clauses (amendments in <b>bold</b> )	Reason for Amendments
<p><b>4.5 Security Deposit</b></p> <p>(1) Within 14 days of the Letter of Acceptance or such other longer period as may be prescribed by the Employer in the Appendix, the Contractor shall deposit with the Employer an amount specified in the Appendix and by way of security for the due performance of and observance by the Contractor of his obligations under the Contract.</p> <p>(2) The Contractor may, in lieu of the cash deposit in Clause 4.5(1) and for the same purposes, provide a guarantee for an equivalent amount <b>issued by a participating financial institution under the eGuarantee@Gov programme meeting the requirements set out in the Contract or (provided the Employer’s prior written consent is obtained)</b> from a bank or Monetary Authority of Singapore (MAS)-approved insurance company and in the prescribed form <b>set out in the Appendix</b>.</p> <p>(3) ...</p> <p><i>Clause 4.4 under PSSCOC for D&amp;B</i></p>	<p>Clause 4.5(2) and Clause D1.0 are amended to allow the use of eGuarantee and the Universal Template (“UT”) under the eGuarantee@Gov programme for banker’s guarantees and insurance bonds from suppliers, tenderers, and licensees.</p> <p>More information on the eGuarantee@Gov programme can be found in <a href="http://www.eguarantee.gov.sg">www.eguarantee.gov.sg</a>.</p>
<p><b>D1.0 Definitions and Interpretation</b></p> <p>The following words and expressions shall have the meanings assigned to them unless the context otherwise requires:</p> <p>(1) “Advance Payment” means the payment of an amount specified in the Appendix to be made in advance by the Employer to the Contractor in respect of design and fabrication works for off-site prefabrication of PPVC Works.</p> <p>(2) “Advance Payment Guarantee” means a guarantee for the Advance Payment in the prescribed form <b>set out in the Appendix and</b> issued by:</p> <p>(a) a bank or insurance company registered with the Monetary Authority of Singapore, or</p> <p>(b) a licensed finance company registered with the Monetary Authority of Singapore, or</p> <p><b>(c) a participating financial institution under the eGuarantee@Gov programme meeting the requirements set out in the Contract,</b></p> <p>under which the issuer, as primary obligor, unconditionally and irrevocably promises to pay, on the Employer’s demand, a sum or sums the Employer claims in connection with the Advance Payment made.</p>	

**APPENDIX**

	<u>CLAUSE</u>	
SECURITY DEPOSIT	4.5	
Number of days to deposit after Letter of Acceptance (14 days if none stated)	4.5(1)	.....
Amount	4.5(1)	.....
<b>Form of security deposit</b>	4.5(2)	eGuarantee Template (Reference Code: GOV_UT from <a href="https://www.eguarantee.gov.sg/">https://www.eguarantee.gov.sg/</a> )* or Guarantee Template for Bank or MAS approved insurance company*
ADVANCE PAYMENT*** (if not stated, it shall be 20% of the PPVC costs priced by the Contractor up to 10% of the Contract Sum)	D1.0(2)	.....% of the PPVC costs, capped at .....% of Contract Sum
<b>Form of Advance Payment Guarantee***</b>	D1.0(2)	eGuarantee Template (Reference Code: GOV_UT UT from <a href="https://www.eguarantee.gov.sg/">https://www.eguarantee.gov.sg/</a> )* or Guarantee Template for Bank or MAS approved insurance company*

Clause 4.5(2) and Clause D1.0(2) are consequentially added in the PSSCOC Appendix for Employers to indicate the selected form of security deposit.

\* To delete accordingly  
 \*\*\* To delete unless Option Module D is used

## B) Enhanced WSH requirements

Amended Clauses (amendments in <b>bold</b> )	Reason for Amendments
<p>30.2 Subcontractors</p> <p>(1) The Contractor shall ensure that <b>each subcontractor that is</b> appointed directly by the Contractor <b>is, at the time of its appointment</b>, registered with the Building and Construction Authority (“BCA”), or other government registration body <b>approved by BCA, as a registered contractor for the purposes of bidding for public sector contracts.</b></p> <p>(2) Except where expressly provided by the Contract, the Contractor shall not engage or permit the engagement of any subcontractor without the prior written consent of the Superintending Officer, which consent shall not be unreasonably withheld.</p> <p>(3) <b>The Contractor shall ensure that each subcontractor executing the Works (whether directly or indirectly appointed by the Contractor), is not disqualified under the Safety Disqualification Framework as administered and published by the Ministry of Manpower (“MOM”).</b></p>	<p>Clause 30.2 is amended to ensure the enforcement of the Safety Disqualification (“SDQ”) Framework across all levels of subcontractors in the project.</p> <p>More information on extension of the SDQ framework can be found in <a href="#">MOM website</a> and <a href="#">BCA-MOM's joint circular published on 2 Feb 2024</a>.</p>
<p><b>40 COMPLIANCE WITH WORKPLACE SAFETY AND HEALTH (“WSH”) REQUIREMENTS</b></p> <p><b>40.1 The Contractor shall ensure that all workers working at the Site are competent (such as having sufficient experience and training to perform the work) and WSH trainings as specified in the Appendix are conducted before each worker starts work at the Site.</b></p> <p><b>40.2 The Contractor shall commit to and adopt a safety-based approach in respect of all activities carried out at the Site. The Contractor shall ensure a safe working environment for the workers and shall adopt WSH measures at the Site in accordance with good industry practices. The Contractor shall carry out, monitor and report on the activities as described in the Appendix.</b></p> <p><b>40.3 The Contractor shall put up a proposal to the Superintending Officer for approval on how the requirements in the Appendix will be complied with before starting the related work at the Site. The Contractor shall ensure that the risks assessment, method statements and related activities as specified in the Appendix are carried out.</b></p> <p><b>40.4 As and when required by the Superintending Officer, the Contractor shall provide evidence to the Superintending Officer to demonstrate that the WSH requirements in this Clause 40 are implemented at the Site. This applies to all activities carried out under the Contract (regardless of whether the work is carried out by the Contractor or subcontractors directly or indirectly engaged by the Contractor). Notwithstanding the approval by the Superintending Officer under this Clause 40, the Contractor remains responsible for ensuring the workers receive all necessary WSH training.</b></p> <p><b>40.5 For the purposes of this Clause, “worker” means a person carrying out Works, and includes workers appointed by all subcontractors executing the Works, whether the subcontractors are appointed directly or indirectly by the Contractor.</b></p>	<p>Clause 40 is added for Contractor’s compliance with the enhanced WSH requirements in public sector construction and construction-related projects of value &gt;\$1mil. The Contractor is required to adhere to the list of safety requirements, activities and risk assessments as specified in the Appendix.</p> <p>More information can be found in <a href="#">MOM website</a> and <a href="#">BCA-MOM's joint circular published on 2 Feb 2024</a>.</p>

**APPENDIX**

**CLAUSE**

**COMPLIANCE WITH  
WORKPLACE  
SAFETY AND  
HEALTH (“WSH”)  
REQUIREMENTS**

**40**

**WSH trainings**

**40.1**

(a) Conduct WSH briefings for each new worker before deployment to work at the Site and periodic WSH briefings (e.g. daily toolbox meetings) on all matters, in-house rules and the necessary precautions in special circumstances to ensure workers work safely at the Site. Special circumstances refer to any abnormal working environment or situation that could occur on the construction site.

(b) Provide each worker with WSH training, being foundation safety orientation courses as well as training beyond the foundation safety orientation courses, based on the project needs as required by the Superintending Officer. The list of accredited WSH courses and training providers is published by MOM.

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**List of activities**

**40.2**

(a) Provide to the Superintending Officer periodic reports at the frequency determined by the Superintending Officer (e.g. monthly or quarterly reports) containing assessments of WSH performance of the Contractor and all subcontractors at the Site.

(b) Conduct regular sessions e.g. weekly or monthly meetings with the subcontractors’ authorised representative (who is at least a manager in terms of seniority) and the Superintending Officer to discuss WSH performance and issues.

(c) Identify poor performing subcontractors; provide to the Superintending Officer for approval a subcontractor management action plan that sets out the procedures for the oversight, supervision and coordination of the subcontractors; and carry out such approved plans. This would include rectifying the safety lapses and carrying out preventive measures to avoid recurrence.

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**WSH Proposals**

**40.3**

(a) Conduct risk assessment in relation to the safety and health risks posed to any person who may be affected by the works and activities of the Contractor and subcontractors (whether directly or indirectly appointed by the Contractor) at the Site and submit a report to the Superintending Officer for approval.

(b) Establish method statements for each safety-critical work activity identified with relevant risk assessments conducted and provide a copy to the Superintending Officer for approval.

(c) Inform all subcontractors, subcontractors’ workers involved in the work activities at the Site on the nature of risks involved and ensure compliance with the method statement.

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The PSSCOC Appendix is amended to include the list of identified activities to be conducted by the Contractor under Clause 40. GPEs can amend the appendix accordingly to suit their project requirements.

## C) Others

Amended Clauses (amendments in <b>bold</b> )	Reason for Amendments
<p><b>4.8 Confidentiality of Information Supplied to Contractor</b></p> <p><b>(1) The Contractor shall ensure that all Information specified in the Appendix that the Contractor obtains or has access to under, arising from or in relation to the Contract (“Confidential Information”) is kept strictly confidential and:</b></p> <p><b>(a) may only be disclosed to the Contractor’s employees, and any person, on a need-to basis (“Authorised Recipient”); and</b></p> <p><b>(b) used solely for the purpose of performing this Contract.</b></p> <p><b>(2) The Contractor acknowledges that all Confidential Information constitutes “official information” and is subject to the Official Secrets Act 1935. The Contractor shall comply with the Official Secrets Act 1935 in respect of the Confidential Information. The Contractor acknowledges that, without limiting and in addition to the Employer’s rights, any breach of this Clause 4.8(2) may render the Contractor liable to prosecution under the Official Secrets Act 1935.</b></p> <p><b>(3) The Contractor must take all reasonable precautions in dealing with Confidential Information to prevent any unauthorised person from having access to such Confidential Information.</b></p> <p><b>(4) The Contractor must not publish or release, and must not allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Employer.</b></p> <p><b>(5) The Contractor must give the Employer:</b></p> <p><b>(a) prompt notice of any breach of this Clause 4.8; and</b></p> <p><b>(b) prompt and prior notice of any requirement to disclose in accordance with law, to the maximum extent permissible by law, and must cooperate with the Employer to limit the scope of such disclosure to the maximum extent legally possible.</b></p> <p><i>Clause 3.7 is replaced by Clause 4.9 under PSSCOC for D&amp;B</i></p>	<p>Clause 4.8 is added to include confidentiality requirements i.e. confidential information should only be used for the purposes of performing the Contractor’s obligations and the Contractor must take all reasonable precautions in dealing with such confidential information.</p>

<p><b>APPENDIX</b></p> <p style="text-align: center;"><b><u>CLAUSE</u></b></p> <p><b>CONFIDENTIALITY OF INFORMATION SUPPLIED TO CONTRACTOR</b></p> <p><b>4.8(1)</b></p> <p><b>Confidential Information</b></p> <p>All information that the Contractor has obtained, to which the Contractor has had access, owing to his position as a Contractor under the Contract, but does not include information that is:</p> <p>(a) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Contractor or any Authorised Recipient;</p> <p>(b) lawfully in the possession of the Contractor or already known to the Contractor on a non-confidential basis prior to the Contractor receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or</p> <p>(c) independently developed by the Contractor.</p> <p>.....</p>	<p>Clause 4.8(1) is consequentially added in the PSSCOC Appendix for Employers to indicate the list of Confidential Information.</p>
<p><b>APPENDIX</b></p> <p style="text-align: center;"><b><u>CLAUSE</u></b></p> <p><b>MEDIATION CENTRE**</b></p> <p><b>35.6(1)</b> .....</p> <p><b>** To insert the name of a mediation centre acceptable to both parties. Possible options include the Singapore Mediation Centre, Singapore International Mediation Centre, Singapore Construction Mediation Centre Pte Ltd, or other mediation service conducted by an organisation acceptable to both parties.</b></p>	<p>Amended Clause 35.6(1) in Appendix to highlight a non-exhaustive list of mediation centres and allow parties to insert a mutually agreed mediation centre.</p> <p>Currently, the PSSCOC Appendix indicates Singapore Mediation Centre (“SMC”) as the default centre for mediation if no other mediation centres are indicated. As more mediation centres become available, a footnote is added in the PSSCOC Appendix to highlight a non-exhaustive list of mediation centres. Alternatively, parties may insert a mutually agreed mediation centre in the PSSCOC Appendix.</p>