|  |
| --- |
| **PUBLIC SECTOR STANDARD CONDITIONS OF CONTRACT LITE** **FOR CONSTRUCTION WORKS** **(March 2025)** SUPPLEMENT |

**CONTENTS**

1. **APPENDIX**
2. **FORM OF TENDER**
3. **AGREEMENT**

****

# **APPENDIX**

**APPENDIX**

##### Clause

Option Modules 1.1(c) ............................................................

EMPLOYER 1.1(m) ............................................................

Limitations on the Authority of

The Superintending Officer 2.1 ............................................................

............................................................

ORDER OF DRAWINGS 3.1 ............................................................

(in descending order)

............................................................

............................................................

CONFIDENTIALITY OF INFORMATION 4.8(1)

SUPPLIED TO CONTRACTOR

Confidential Information 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:

(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;

(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

(c) independently developed by the Contractor.

............................................................

##### Clause

Time for Completion 14.1

Whole of the Works ............................................................

Phase or Part of the Works

............................................................ ............................................................

............................................................ ............................................................

............................................................ ............................................................

Liquidated Damages 16.1

(The cumulative amount of liquidated damages payable by the Contractor for all occasions of delay under the Contract shall not exceed 10% of the Contract Sum.)

Whole of the Works ............................................................

Phase or Part of the Works

............................................................ ............................................................

............................................................ ............................................................

............................................................ ............................................................

Defects liability Period 18.1 ............................................................

(Nil if none stated)

Limitations on extent of

Liability for any one

accident 27.1(1)(b) ............................................................

PERCENTAGE OF PROFESSIONAL

FEES 28.1(1) ............................................................

PERIOD FOR HONOURING

CERTIFICATE 32.6 ............................................................

(21 days if none stated)

##### Clause

RATE OF INTEREST UPON

UNPAID SUMS 32.6 ............................................................

MEDIATION CENTRE\*\* 35.6(1) ...........................................................

\* To delete accordingly

\*\* 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.

###### FORM OF TENDER

**FORM OF TENDER**

NAME OF CONTRACT: \*..........................................................................................................

..........................................................…….....................................................................................

TO:\*........................................................................................……...............................................

......................................................................................................…….........................................

............................................................................................................……...................................

Gentlemen,

1. 1. Having examined the Tender Documents comprising:

(a) the Instructions to Tenderers

(b) the Conditions of Contract comprising

(i) the Standard Conditions

(ii) the Particular Conditions ................................................

(iii) the Appendix;

(c) the Specifications;

(d) the Drawings;

(e) the Bills of Quantities/Schedule of Rates\*; and

(f) the Addenda Nos ................................................

for the execution of the above-named Works, we, the undersigned offer and undertake, on your acceptance of this Tender Offer, to design (to the extent provided for in the Contract), execute, and complete the Works, and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bills of Quantities/Schedule of Rates, \* and Addenda for the Sum of:

..................................................................................................…………….....................................

.....................................................................................................................……………..................

...................................................................................................................................……………....

( ........................................................................................……………........................................... )

***[Version A: To be used if the procuring entity requires all Tender Offers (including alternative offers) to be compliant offers. A compliant offer is one with no qualifications or variations to the Invitation to Tender and in full compliance with the Specifications.]***

2. Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Tender Documents. We may include in our Tender Offer alternative offer(s) which comply with the Tender Documents.

***[Version B: To be used if the procuring entity is open to considering non-compliant offers, provided that the Tenderer has submitted at least one compliant offer. A non-compliant offer is one which (i) contains qualifications or variations to the Invitation to Tender or (ii) does not fully comply with the Specifications.]***

2. Our Tender Offer includes at least one offer which is fully consistent with and does not contradict or derogate from anything in the Tender Documents. We may include in our Tender Offer, alternative offer(s) which include qualifications or variations permitted under the Tender Documents.

*[Please ensure that one of the Versions above is deleted before the FOT is issued. The FOT should not be issued with both Versions of Clause 2.]*

3. We undertake if our Tender is accepted to commence the Works on the date or dates specified in the Employer's Letter of Acceptance and if there is no such date or dates then as soon as is reasonably possible after the receipt of an order to that effect from the Superintending Officer and to complete the whole of the Works comprised within the Contract by the Time for Completion or Times for Completionstated in the Appendix.

4. Our offer is valid for the Validity Period as specified in the Instructions to Tenderers and for any such extension of the period as may be mutually agreed in writing.

5. Where required by you, we shall execute a formal agreement in the appropriate form incorporating the terms and conditions as agreed upon between you and us. Until the said formal agreement is executed, this Tender Offer together with your written acceptance, shall constitute a binding agreement between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

7. We further undertake to give you any further information which you may require.

8. We warrant, represent and declare that we have the power to enter into, perform and deliver, and have taken all necessary action to authorise our entry into, performance and delivery of, the binding agreement upon your written acceptance of our Tender Offer.

Dated this .................................…................ day of ...........…..........…….................... 20........…....

Name:

\*Signature .........................…............ in the capacity of ..............................………...........................

duly authorised to sign Tender Offers for and on behalf of ..............……...............................................

................................................................................................…………….......................................

(IN BLOCK LETTERS)

\*Tenderer’s official stamp:

Address: .....................................……………...................................................................................

.......................................................................................……………................................................

..........................................................................................................……………........................…..

Witness: ………….............................................................................................................................

Address:………………………….………….................................................................................... ...............................……………........................................................................................................

Occupation: ..............................…………….....................................................................................

9. Our Service Address (as referred in Clause 37.2(1) of the Standard Conditions) is ..…….….……. ...........................…………….....................................................................................................……

.......................................................................................……………...........................…...................

..........................................................................................................……………......….....................

Our telephone number is...........................……………......................................................................

Our cable/telex number is...........................……………....................................................................

Our facsimile number is...........................…………….................................................................…..

*(Note: All details marked \* shall be inserted before issue of Tender Documents or deleted as appropriate).*

***[No handwritten signature or company stamp is required for documents submitted through GeBIZ. The Government/Statutory Board shall be entitled to rely on the use or entry of the prescribed Authentication Device (as defined in the Terms and Conditions For Use Of The Government Electronic Business) by the Tenderer or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.]***

**AGREEMENT**

**AGREEMENT**

THIS AGREEMENT is made the .......................……........ day of .......….......................... 20 .…….....

between ................................……………….......................................................................................... of .......................................................…………………...........................................................................

........................................................................................................………………….............................. (hereinafter called the 'Employer') of the one part and ............................................………....................

.............................................................................................................................…........……………….of ................................................................................................................................………….……….

.....................................................................................................................................…………………. (hereinafter called the 'Contractor') of the other part.

WHEREAS the Employer is desirous that certain Works should be executed by the Contractor viz .....................................................................................................................…………………................

....................................................................................................................................…………………...

and has accepted a Tender by the Contractor for the design (to the extent provided for by the Contract), execution and completion of such Works and remedying any defects therein.

NOW THIS AGREEMENT WITNESSETHas follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.

2. "Contract" shall bear the same meaning as that in Sub-Clause 1.1(d) in the Conditions of Contract and shall be a fixed price Contract subject only to adjustments or measurements (if any) and additional payments expressly provided for in the Conditions.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:-

(1) The Employer's Letter of Acceptance;

(2) The said Tender;

(3) The Instructions to Tenderers;

(4) The Conditions of Contract comprising

(a) the Standard Conditions;

(b) \*the Particular Conditions; and

(c) the Appendix;

(5) The Specifications;

(6) The Drawings;

(7) The Bills of Quantities/Schedule of Rates\*; and

(8) The Addenda Nos................................................

The aforesaid documents shall be read and construed as a whole and no special priority other than that accorded by law or expressly provided in the Contract documents shall apply to any one document or group of documents nor shall the contra proferentem rule apply to this Agreement.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to design (to the extent provided for by the Contract) execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract for the Contract Sum of Singapore Dollars ............................................................................…………………...............................................….......…........................................................................................................………………….......................... (S$ ................................. ) only or such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the design (to the extent provided for by the Contract), execution and completion of the Works and the remedying of defects therein, the Contract Sum or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF

the day and year first above written

(hand of the Employer has been hereunto set )

the\* ( )

(Common Seal of the Employer has been hereunto affixed )

\*Signed by the said

.................................................................................

................................................................................. .......................................................

Signature

\*The Common Seal of

.................................................................................

.................................................................................

was hereunto affixed in the presence of

Name........................................................................

Address.....................................................................

.................................................................................

Description...............................................................

( hand of the Contractor has been hereunto set )

and the\* ( )

(Common Seal of the Contractor has been hereunto affixed )

\*Signed by the said

.................................................................................

................................................................................. .......................................................

Signature

\* The Common Seal of

.................................................................................

.................................................................................

was hereunto affixed in the presence of

Name........................................................................

Address.....................................................................

................................................................................

Description................................................................

\* Delete as appropriate