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**STANDARD CONDITIONS OF  
NOMINATED SUB-CONTRACT**  
(Fifth Edition December 2008)

**List of clarifications and editorial amendments**

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**Standard Conditions of Nominated Sub-Contract (NSC)  
(Fifth Edition Dec 2008)**

**List of Clarifications and Editorial Amendments  
(w.e.f. 1 Dec 2015)**

<b>Standard Conditions of Nominated Sub-Contract (Fifth Ed Dec 2008)</b>	<b>Standard Conditions of Nominated Sub-Contract (Fifth Ed Dec 2008)</b>				
<p>Clause 28 Payments to the Sub-Contractor</p> <p>(1) If the Sub-Contractor is a taxable person under the Goods and Services Tax Act (Cap. 117A) (hereafter referred to as “GST Act”), the Contractor shall pay to the Sub-Contractor the Response Amount:</p> <p style="padding-left: 40px;">(a) where the Sub-Contractor submits to the Contractor within 7 days upon receipt of the Payment Response the tax invoice in respect of the GST payable to him under the GST Act, within 28 days of the Sub-Contractor’s receipt of the Payment Response.</p> <p style="padding-left: 40px;">(b) in all other situations, within 28 days after the Sub-Contractor submits to the Contractor the tax invoice in respect of the GST payable to him under the GST Act.</p> <p>(2) If the Sub-Contractor is not a taxable person under the GST Act, the Contractor shall pay to the Sub-Contractor the Response Amount within 28 days of the Sub-Contractor’s receipt of the Payment Response.</p> <p>(3) In the event that the Contractor fails to make payment within the times stipulated, the Contractor shall pay to the Sub-Contractor interest at the rate stated in the Appendix (or at the rate of 5% a year if none stated) upon all sums unpaid from the date by which the same should have been paid.</p>	<p>Clause 28 Payments to the Sub-Contractor</p> <p>(1) If the Sub-Contractor is a taxable person under the Goods and Services Tax Act (Cap. 117A) (hereafter referred to as “GST Act”), the Contractor shall pay to the Sub-Contractor the Response Amount:</p> <p style="padding-left: 40px;">(a) where the Sub-Contractor submits to the Contractor within 7 days upon receipt of the Payment Response the tax invoice in respect of the GST payable to him under the GST Act, within 28 days <b>or such other time period as may be stipulated in the Appendix</b> of the Sub-Contractor’s receipt of the Payment Response; and</p> <p style="padding-left: 40px;">(b) in all other situations, within 28 days <b>or such other time period as may be stipulated in the Appendix</b> after the Sub-Contractor submits to the Contractor the tax invoice in respect of the GST payable to him under the GST Act.</p> <p>(2) If the Sub-Contractor is not a taxable person under the GST Act, the Contractor shall pay to the Sub-Contractor the Response Amount within 28 days <b>or such other time period as may be stipulated in the Appendix</b> of the Sub-Contractor’s receipt of the Payment Response.</p> <p><b>(3) Where a time period is stipulated in the Appendix, that time period shall prevail.</b></p> <p>(4) In the event that the Contractor fails to make payment within the times stipulated, the Contractor shall pay to the Sub-Contractor interest at the rate stated in the Appendix (or at the rate of 5% a year if none stated) upon all sums unpaid from the date by which the same should have been paid.</p>				
<p>Appendix</p> <p>No provision.</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">Appendix</td> <td style="width: 40%; border: none; text-align: right;"><b>Clause</b></td> </tr> <tr> <td style="border: none;"><b>PAYMENTS TO THE SUB-CONTRACTOR (28 days if none stated)</b></td> <td style="border: none; text-align: right;"><b>28(1)/(2) -----</b></td> </tr> </table>	Appendix	<b>Clause</b>	<b>PAYMENTS TO THE SUB-CONTRACTOR (28 days if none stated)</b>	<b>28(1)/(2) -----</b>
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<b>PAYMENTS TO THE SUB-CONTRACTOR (28 days if none stated)</b>	<b>28(1)/(2) -----</b>				

Standard Conditions of Nominated Sub-Contract (Fifth Ed Dec 2008)	Standard Conditions of Nominated Sub-Contract (Fifth Ed Dec 2008)
<p>Form of Tender</p> <p>TO: *</p>	<p>Form of Tender</p> <p>TO: * &lt;EMPLOYER&gt;</p>
<p>Form of Tender</p> <p>4. Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us and the Contractor.</p>	<p>Form of Tender</p> <p>4. Unless and until a formal Agreement is prepared and executed this Tender together with <b>the Contractor's</b> written acceptance thereof shall constitute a binding Contract between us and the Contractor.</p>