
**PUBLIC SECTOR
STANDARD CONDITIONS OF CONTRACT
FOR CONSTRUCTION WORKS**
(Seventh Edition July 2014)

List of clarifications and editorial amendments



**Public Sector Standard Conditions of Contract (PSSCOC) for Construction Works
(Seventh Edition July 2014)**

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

PSSCOC for Construction Works (Seventh Ed Jul 2014)	PSSCOC for Construction Works (Seventh Ed Jul 2014)
<p>Clause 32.6 Period of Honouring Certificate</p> <p>The amount due to the Contractor under any certificate issued by the Superintending Officer pursuant to Clause 32 or any other term of the Contract shall (subject to the Employer's right to deduct or set-off any sum or damages for which the Contractor is or may be liable under the Contract or in any other way) be paid by the Employer to the Contractor within 21 days or such other time period as may be stipulated in the Appendix after the date of such certificate. In the event that the Employer fails to make payment within the times stipulated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix (or at the rate of 5% a year if none is stated) upon all sums unpaid from the date by which the same should have been paid.</p>	<p>Clause 32.6 Period of Honouring Certificate</p> <p>The amount due to the Contractor under any certificate issued by the Superintending Officer pursuant to Clause 32 or any other term of the Contract shall (subject to the Employer's right to deduct or set-off any sum or damages for which the Contractor is or may be liable under the Contract or in any other way) be paid by the Employer to the Contractor:</p> <p>(a) Where the Contractor is a taxable person under the Goods and Services Tax Act, within 21 days or such other time period as may be stipulated in the Appendix after the date the tax invoice (as referred to in Clause 32.7(3)) is submitted to the Employer; or</p> <p>(b) In any other case, within 21 days or such other time period as may be stipulated in the Appendix after the expiry of the period within which the Payment Response is required to be provided under the Building and Construction Industry Security of Payment Act. The Contractor shall submit to the Employer an invoice within 7 days of the date of payment response.</p> <p>Where a time period is stipulated in the Appendix, that time period shall prevail. In the event that the Employer fails to make payment within the times stipulated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix (or at the rate of 5% a year if none is stated) upon all sums unpaid from the date by which the same should have been paid.</p>

**Public Sector Standard Conditions of Contract (PSSCOC) for Construction Works
(Seventh Edition July 2014)**

**List of Clarifications and Editorial Amendments
(w.e.f. 18 Jul 2017)**

PSSCOC for Construction Works (Seventh Ed Jul 2014)	PSSCOC for Construction Works (Seventh Ed Jul 2014)
SUPPLEMENT <u>PERFORMANCE GUARANTEE</u> Refer to Attachment 	SUPPLEMENT To replace existing specimen for Performance Guarantee with the following specimen for Form of Security Deposit Guarantee: <u>FORM OF SECURITY DEPOSIT GUARANTEE</u> Refer to Attachment 

**Public Sector Standard Conditions of Contract (PSSCOC) for Construction Works
(Seventh Edition July 2014)**

**List of Clarifications and Editorial Amendments
(w.e.f. 1 Apr 2018)**


PSSCOC for Construction Works (Seventh Ed Jul 2014)	PSSCOC for Construction Works (Seventh Ed Jul 2014)
No provision	<p>OPTION MODULE D</p> <p>LUMP SUM ADVANCED PAYMENT FOR PREFABRICATED PREFINISHED VOLUMETRIC CONSTRUCTION (PPVC)</p> <p>D1.0 Definitions and Interpretation</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 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,</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> <p>(3) “Prefabricated Prefinished Volumetric Construction” or “PPVC” shall have the same meaning in the Contract as its definition in the Building Control (Buildability and Productivity) Regulations 2011.</p> <p>(4) “PPVC Works” means the materials or goods which are constructed in accordance with PPVC and intended for</p>

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	<p data-bbox="1018 255 1420 286">inclusion in the Permanent Works.</p> <p data-bbox="826 318 1260 349">D2.0 Advance Payment Guarantee</p> <p data-bbox="922 380 1487 712">(1) As a condition precedent to any Advance Payment being made by the Employer, the Contractor shall, prior to or at the time such Advance Payment is required to be made, at his own cost, deliver to the Employer an Advance Payment Guarantee with an initial validity period ending three (3) months after the recovery period stated in the Appendix for an amount equal to the amount of the Advance Payment.</p> <p data-bbox="922 743 1487 958">(2) The Employer may call on the Advance Payment Guarantee to obtain repayment of the Advance Payment (less any sum repaid by deduction from a sum due to the Contractor from the Employer in accordance with Clause D5.0) if the Contractor:</p> <p data-bbox="1018 990 1487 1079">(a) has abandoned the Contract or has his employment under the Contract terminated under Clause 31;</p> <p data-bbox="1018 1111 1487 1200">(b) has, without reasonable cause, failed to commence the Works in accordance with the Contract;</p> <p data-bbox="1018 1232 1487 1509">(c) has failed to execute the Works in accordance with a programme accepted under Clause 9 whereby the Works or any phase or part will be completed within the Time for Completion or any extended time or has otherwise failed to proceed with the Works with due diligence and expedition;</p> <p data-bbox="1018 1541 1487 1930">(d) has committed an act of bankruptcy or becomes bankrupt or insolvent or makes a composition with creditors or if, being a company, any winding up order of any kind is made, or a receiver or manager or judicial manager of the Contractor's undertaking or assets is appointed, or possession taken or execution levied by creditors or debenture holders or under a floating charge; or</p> <p data-bbox="1018 1962 1487 2051">(e) has failed to deliver a renewal or new Advance Payment Guarantee to the Employer at least 30 days</p>

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	<p data-bbox="1075 255 1489 376">before the expiry date of the expiring Advance Payment Guarantee referred to in Clause D2.0(4).</p> <p data-bbox="1019 409 1489 775">If the cash proceeds of any or all calls on the Advance Payment Guarantee utilised by the Employer to obtain repayment of any such amount is found to be greater than the amount actually due to the Employer under the Contract, then the Employer shall pay the balance of the amount recovered by the Employer without the addition of interest, to the Contractor or to the bank, insurer or finance company, as the case may be.</p> <p data-bbox="924 808 1489 1016">(3) The Employer shall be entitled to call on the Advance Payment Guarantee as soon as it is satisfied that the conditions for calling on the Advance Payment Guarantee have been fulfilled, notwithstanding that the Contractor disputes the same.</p> <p data-bbox="924 1050 1489 1966">(4) The Contractor shall ensure that the Advance Payment Guarantee remains effective until after the Employer fully recovers the Advance Payment by deductions from sums due to the Contractor from the Employer in accordance with Clause D5.0. In the event that the Employer is unlikely to be able to fully recover the Advance Payment in accordance with Clause D5.0 before the expiry date of the Advance Payment Guarantee, the Contractor shall without demand, secure its renewal or obtain a new Advance Payment Guarantee, but with a validity period ending not less than 6 months after the expiry date of the Advance Payment Guarantee. If such renewal or new Advance Payment Guarantee is not delivered to the Employer at least 30 days before the expiry date of the expiring Advance Payment Guarantee, the Employer shall have the right to call on the expiring Advance Payment Guarantee. For the purposes of this Clause D2.0(4), unless the context otherwise requires, a reference to “Advance Payment Guarantee” includes a renewal or new Advance Payment Guarantee.</p> <p data-bbox="828 2000 1174 2027">D3.0 Cumulative Remedies</p>



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	<p>The provisions of this Option Module shall not affect the rights and remedies expressly reserved herein to the Employer or bar the Employer from claiming losses, expenses, costs or damages incurred or sustained or likely to be sustained by the Employer as a result of any breach of contract of whatsoever nature by the Contractor.</p> <p>D4.0 Employer's Obligation</p> <p>Within 28 days from the date of the receipt of the Advance Payment Guarantee and security deposit under Clause 4.5 by the Employer, the Employer shall pay to the Contractor the Advance Payment. If the Employer fails to pay to the Contractor the Advance Payment, the Employer shall not call on the Advance Payment Guarantee and the Contractor may terminate the Advance Payment Guarantee, upon giving 14 days' notice in writing to the Superintending Officer.</p> <p>D5.0 Recovery of the Advance Payment by Deductions from Sums Due to the Contractor from the Employer</p> <p>The Employer shall be entitled to recover the Advance Payment by equal instalments (each, an "Instalment Amount") at such intervals specified in the Appendix (each, an "Interval") within the recovery period specified in the Appendix or such other longer period as may be allowed by the Employer after the recovery start date specified in the Appendix, by deducting an Instalment Amount from the Claimed Amount under a Payment Claim duly submitted pursuant to Clause 32.1. The Superintending Officer shall show the Instalment Amount in the Payment Certificate issued under Clause 32.2(1). Where the Employer provides a Payment Response in accordance with Clause 32.2(2), the Employer shall show the Instalment Amount in that Payment Response. If, at the end of an Interval,</p> <ul style="list-style-type: none"> (a) the Employer is unable to deduct an Instalment Amount from the Claimed Amount under a Payment Claim duly submitted pursuant to Clause 32.1; or (b) the Contractor fails to submit a Payment Claim pursuant to Clause 32.1, <p>the Employer may deduct the outstanding Instalment Amount from the Claimed Amount under any subsequent Payment Claim duly submitted pursuant to Clause 32.1 at the end of</p>

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	any subsequent Interval. For the avoidance of doubt, the Employer may not call on the Advance Payment Guarantee to obtain repayment of an Instalment Amount, unless any of the conditions stated in Clause D2.0(2) is met.

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No provision	<p>SUPPLEMENT</p> <p>To be inserted at the end of Supplement:</p> <p>If Option Module D is used:</p> <p><u>APPENDIX</u></p> <p>CLAUSE</p> <table><tr><td>ADVANCE PAYMENT (if not stated, it shall be 20 % of the PPVC costs priced by the Contractor up to 10% of the Contract Sum)</td><td>D1.0(2)</td><td>___% of the PPVC costs, capped at ___% of Contract Sum</td></tr><tr><td>RECOVERY PERIOD (within 12 months after the recovery start date if none stated)</td><td>D2.0(1) / D5.0</td><td>___ months</td></tr><tr><td>INTERVALS FOR REPAYMENT OF THE ADVANCE PAYMENT (monthly if none stated)</td><td>D5.0</td><td>.....</td></tr><tr><td>RECOVERY START DATE (4 months after the date of the Letter of Acceptance if none stated)</td><td>D5.0</td><td>___ months after the date of the Letter of Acceptance</td></tr></table>	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	RECOVERY PERIOD (within 12 months after the recovery start date if none stated)	D2.0(1) / D5.0	___ months	INTERVALS FOR REPAYMENT OF THE ADVANCE PAYMENT (monthly if none stated)	D5.0	RECOVERY START DATE (4 months after the date of the Letter of Acceptance if none stated)	D5.0	___ months after the date of the Letter of Acceptance
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No provision	<p>SUPPLEMENT</p> <p>To be inserted at the end of Supplement:</p> <p>If Option Module D is used:</p> <p><u>FORM OF ADVANCE PAYMENT GUARANTEE</u></p> <p>Refer to Attachment </p>												

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(Seventh Edition July 2014)**

**List of Clarifications and Editorial Amendments
(w.e.f. 1 Oct 2018)**

PSSCOC for Construction Works (Seventh Ed Jul 2014)	PSSCOC for Construction Works (Seventh Ed Jul 2014)
SUPPLEMENT <u>FORM OF TENDER</u> Refer to Attachment 	SUPPLEMENT <u>FORM OF TENDER</u> Refer to Attachment 
SUPPLEMENT <u>AGREEMENT</u> 3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:- <ol style="list-style-type: none"> (1) The Employer's Letter of Acceptance; (2) The said Tender; (3) The Conditions of Contract comprising <ol style="list-style-type: none"> (a) the Standard Conditions; (b) *the Particular Conditions; and (c) the Appendix; (4) The Specifications; (5) The Drawings; (6) The Bills of Quantities/Schedule of Rates*; and (7) The Addenda Nos..... <p>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.</p>	SUPPLEMENT <u>AGREEMENT</u> 3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:- <ol style="list-style-type: none"> (1) The Employer's Letter of Acceptance; (2) The said Tender; (3) The Instructions to Tenderers (4) The Conditions of Contract comprising <ol style="list-style-type: none"> (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..... <p>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.</p>