|  |
| --- |
| **PUBLIC SECTORSTANDARD CONDITIONS OF CONTRACT LITE****FOR DESIGN AND BUILD** **(March 2025)****SUPPLEMENT** |

**CONTENTS**

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

****

#### **APPENDIX**

**APPENDIX**

Clause

Option Modules 1.1(d) ..........................................................………...

EMPLOYER 1.1(o) ..........................................................………...

Limitations on the Authority of

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

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

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

(in descending order)

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

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

CONFIDENTIALITY OF INFORMATION 4.9(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)

|  |  |
| --- | --- |
| Type of Design  | Design fee percentage of the value of the varied work |
| Architectural  |  |
| Civil & Structural  |  |
| Mechanical Engineering |  |
| Electrical Engineering |  |
| All in rate  |  |

design fee percentage of 20.1(a)

value of works

 CLAUSE

Limitations on extent of

Liability for any one

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

PERIOD FOR HONOURING

CERTIFICATE 32.6 ..........................................................………...

(21 days if none stated)

RATE OF INTEREST UPON

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

 CLAUSE

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. Having examined the Tender Documents comprising:

1. the Instructions to Tenderers
2. the Employer’s Requirements;
3. the Agreement;
4. the Conditions of Contract comprising

(i) the Public Sector Standard Conditions of Contract for Design and Build;

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

(iii) the Appendix;

 (d) the Specifications;

 (e) the Drawings;

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

 (g) 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, execute, and complete the Works, and remedy any defects therein in conformity with the Employer’s Requirements, the Agreement, 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.

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 …………………………………….

 Between.………………………………………………………………………………………………………….

……………………………………………………………………………………………………………………

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

…………………………………………………………………………………………………………………

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

……………………………………………………………………………………………………………………

of …………………………………………………………………………………………………………………

……………………………………………………………………………………………………………………

(hereinafter called "the Contractor") of the other part.

**Whereas**

**Recitals**

 **First** the Employer is desirous of obtaining the construction of [the following works] [a] ……………………………………………………………………………… (hereinafter called `the Works') at ……………………………………………………………………………………………………………………....…...…………………………………………………………………………………………………………………. for which he has issued to the Contractor his requirements (hereinafter referred to as "Employer's Requirements").

 **Second** the Contractor has submitted his developed design documents for carrying out the Works [works referred to in the First recital] (hereinafter referred to as "the Contractor's Proposals") which includes the statement of the sum which he will require for carrying out that which is necessary for completing all the Works in accordance with the Conditions [(which is the Contract Sum stated in Article 3)] .

 **Third** the Employer has relied on the Contractor in the development of the Contractor's Proposals to fully meet the suitability, adequacy, integrity, durability and practically of the Employer’s Requirements and having examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they meet the Employer’s Requirements.

 For the avoidance of doubt, it is expressly agreed that the giving of any consent or approval by or on behalf of the Superintending Officer shall not in any way relieve the Contractor of any of his obligations under the Contract or his duty to ensure the correctness, accuracy or suitability of the matter or this which is the subject of the consent or approval.

 **Fourth**, the Employer has accordingly accepted a Tender by the Contractor for the design execution and completion of such Works and remedying any defects therein.

Now it is hereby agreed as follows:

# **Article 1 Contract**

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

**Article 2 Contractor's obligations**

2. For the consideration mentioned in Article 3 the Contractor hereby covenants with the Employer to both complete the design for the Works and execute and complete the construction of the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

**Article 3 Contract Sum**

3. The Employer hereby covenants to pay the Contractor in consideration of the design execution and completion of the Works and the remedying of defects therein, the Lump-Sum of ……………………………………………………………………………………………………………………..………………………………………………………………………………………………(Singapore Dollars ………………………. ) (hereinafter referred to as `the Contract Sum') or such other sum as shall become payable hereunder at the times and in the manner specified by the Contract.

## **Article 4 Employer's Design Requirements and Contractor's Proposals**

4. The Employer's Requirements and the Contractor's Proposals have been signed by the parties and are identified in an appendix to the Conditions.

## **Article 5**

5. The following documents shall be deemed to form and be read and construed as part of the 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 Public Sector Standard Condition of Contract for Design and Build;

 (b) the Particular Conditions;

 (c) the Appendix;

(5) The Specifications (if applicable);

(6) The Drawings (if applicable);

(7) The Bills of Quantities/Contract Sum Analysis/Schedule of Rates (if applicable);

(8) The Employer's Requirements;

(9) The Contractor's Proposals

(10) The Addenda Nos.............................................

There 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 and shall apply to any one document or group of documents nor shall the contra proferentum rule apply to this Agreement.

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