
**PUBLIC SECTOR
STANDARD CONDITIONS OF CONTRACT
FOR DESIGN AND BUILD**
(Sixth Edition July 2014)

LIST OF AMENDMENTS

**Public Sector Standard Conditions of Contract (PSSCOC) for Design & Build
(Sixth Edition July 2014)**

List of Amendments

PSSCOC for D&B (Fifth Ed Dec 2008)	PSSCOC for D&B (Sixth Ed Jul 2014)
<p>Clause 11.1 Days and Hours of Working</p> <p>Subject to any provision to the contrary contained in the Contract, no work shall be carried out during the night or on Sundays or on public holidays without the written permission of the Superintending Officer except when such work is rendered unavoidable or necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall inform the Superintending Officer at the earliest possible opportunity of the same. For the purposes of this Clause, the term "night" shall mean the period from 6.00 p.m. to 8.00 a.m.</p>	<p>Clause 11.1 Days and Hours of Working</p> <p>Subject to any provision to the contrary contained in the Contract, and subject to any written law on noise pollution (including the Environmental Protection and Management (Control of Noise at Construction Sites) Regulations), no work which requires supervision shall be carried out during the night or on Sundays or on public holidays without the written permission of the Superintending Officer except when such work is rendered unavoidable or necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall inform the Superintending Officer at the earliest possible opportunity of the same. For the purposes of this Clause, the term "night" shall mean the period from 6.00 p.m. to 8.00 a.m.</p>
<p>Clause 14.2 Extension of the Time for Completion</p> <p>(b) Exceptionally adverse weather conditions the assessment of which shall be in accordance with the relevant provision in the Specifications.</p>	<p>Clause 14.2 Extension of the Time for Completion</p> <p>(b) Exceptionally adverse weather conditions or severe haze conditions the assessment of which shall be in accordance with the relevant provision in the Contract.</p>
<p>Clause 30.2 Subcontractors</p> <p>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>Clause 30.2 Subcontractors</p> <p>The Contractor shall ensure that all subcontractors, appointed directly by the Contractor, are registered with the Building and Construction Authority or other government registration body at the time of their appointment. 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>Clause 32.4 Final Claim Statement</p>	<p>Clause 32.4 Final Payment Claim</p>

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<p>Clause 33.1 Schedule of Materials</p> <p>The Contract Sum shall be adjusted upwards or downwards to take account of any rise or fall respectively during the currency of the Contract in the price of the each of the materials specified in the Appendix. For the purpose of this Clause, the Conditions, Specification or other Contract Documents shall specify a Base Date with a list of material prices as at the specified Base Date for each of the said materials specified in Appendix. On delivery of the materials to Site, the Contractor shall notify the Superintending Officer of what he considers to be the difference between the material prices ruling at the date of delivery and the stipulated Base Date prices. Provided that sufficient substantiation has been given of the difference, the Superintending Officer shall ascertain the amount which in his opinion represents the difference to which the Contractor is entitled to be paid or the Employer is entitled to credit and shall so notify the Contractor in writing. For the purpose of this Clause the material prices shall be those as published by the Building and Construction Authority.</p>	<p>Clause 33.1 Schedule of Materials</p> <p>(1) The Contract Sum shall be adjusted upwards or downwards to take account of any rise or fall in material prices respectively during the currency of the Contract. Such price adjustments shall be calculated based on the fluctuations in the material price indices. For the purpose of this clause, the material price indices shall be those as published by the Building and Construction Authority.</p> <p>(2) The materials applicable for price adjustments shall be specified in the Appendix. The Conditions, Specifications or Contract Documents shall set out the methodology, based on the fluctuations in the material price index of each of material specified in the Appendix, to work out the price adjustments.</p> <p>(3) On delivery of the said materials to Site, the Contractor shall notify the Superintending Officer the delivery of the materials. Upon availability of the material price index of the said material, the Contractor shall submit to the Superintending Officer what he considers to be the price adjustment, which is worked out based on the methodology set out in Clause 33.1(2).</p> <p>(4) Provided that sufficient substantiation has been given of the price adjustment, the Superintending Officer shall ascertain the amount which in his opinion represents the price adjustment to which the Contractor is entitled to be paid or the Employer is entitled to credit and shall so notify the Contractor in writing.</p>
<p>Clause 33.3 Contractor in Delay</p> <p>The Contractor shall not be entitled to any further upward adjustment in respect of the prices of materials delivered after the Time for Completion or any extension thereof whichever is the later.</p>	<p>Clause 33.3 Contractor in Delay</p> <p>No further upward or downward adjustments in respect of the prices of materials delivered after the Time for Completion or any extension thereof, whichever is the later, shall apply in the event the Contractor is in delay.</p>
<p>No provision</p>	<p>38 COMPLIANCE WITH PREVAILING LAW</p> <p>38.1 Nothing in these Conditions shall be interpreted as authorising or permitting the doing of any act that is prohibited by any written law.</p>

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<u>APPENDIX</u>	<u>APPENDIX</u>
FLUCTUATIONS 33.1	FLUCTUATIONS 33.1
Specified Materials	Specified Materials Concrete Steel Reinforcements
Base Date	Tender Closing Month
	Base Unit Rate of Materials (to be filled in by bidders)*
	Concrete \$ /m ³
	Steel Reinforcements \$ /tonne
	*To delete accordingly