
**PUBLIC SECTOR
STANDARD CONDITIONS OF CONTRACT
FOR DESIGN AND BUILD**
(Seventh Edition July 2020)

LIST OF AMENDMENTS

**Public Sector Standard Conditions of Contract (PSSCOC) for Design and Build
(Seventh Edition July 2020)**

List of Amendments

PSSCOC (Sixth Ed Jul 2014)	PSSCOC (Seventh Ed July 2020)
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<p>Terminology used in Clause 6.1, 11.4, 18.1, 25.2, 27.1, and 33.4</p> <p>“sub-contract(s)” and “sub-contractor(s)”</p>	<p>Terminology used in Clause 6.1, 11.4, 18.1, 25.2, 27.1, and 33.4</p> <p>“subcontract(s)” and “subcontractor(s)”</p>
<p>Clause 1.1 Definition</p> <p>(t) "Loss and Expense" means:</p> <p>(i) the direct relevant costs of labour, Plant, materials, or goods actually incurred; and</p>	<p>Clause 1.1 Definition</p> <p>(t) "Loss and Expense" means:</p> <p>(i) the direct relevant costs of labour, Plant, Construction Equipment, materials, or goods actually incurred; and</p>
<p>Clause 2.2 Superintending Officer's Representative</p> <p>The Superintending Officer's Representative shall be appointed by and be responsible to the Superintending Officer and shall carry out such duties and exercise such authority as may be delegated to him by the Superintending Officer under Clause 2.3.</p>	<p>Clause 2.2 Superintending Officer's Representative</p> <p>The Superintending Officer's Representative shall be appointed by and be responsible to the Superintending Officer and shall carry out such duties and exercise such authority as may be delegated to him by the Superintending Officer under Clause 2.3. For the avoidance of doubt, the Superintending Officer may appoint more than one Superintending Officer's Representative.</p>
<p>Clause 2.5 Instructions by Superintending Officer</p> <p>Instructions given by the Superintending Officer shall be in writing. Provided that if for any reason the Superintending Officer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Superintending Officer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this</p>	<p>Clause 2.5 Instructions by Superintending Officer</p> <p>Instructions given by the Superintending Officer shall be in writing. Provided that if for any reason the Superintending Officer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Superintending Officer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this</p>

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<p>Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Superintending Officer any oral instruction of the Superintending Officer and such confirmation is not contradicted in writing within 7 days by the Superintending Officer, it shall be deemed to be an instruction of the Superintending Officer. The provisions of this Clause shall equally apply to instructions given by the Superintending Officer's Representative and any assistants of the Superintending Officer or the Superintending Officer's Representative appointed pursuant to Clause 2.4.</p>	<p>Clause. Provided further that if the Contractor, within 3 working days, confirms in writing to the Superintending Officer any oral instruction of the Superintending Officer and such confirmation is not contradicted in writing within the next 3 working days by the Superintending Officer, it shall be deemed to be an instruction of the Superintending Officer. However, should the Superintending Officer withdraw any such oral instructions at any time within the aforesaid period of 6 working days, then the Superintending Officer may certify pursuant to Clause 32, such sum as may be reasonable in respect of such Loss and Expense that the Contractor has incurred by reason of his compliance with the Superintending Officer's oral instruction that has been withdrawn. The provisions of this Clause shall equally apply to instructions given by the Superintending Officer's Representative and any assistants of the Superintending Officer or the Superintending Officer's Representative appointed pursuant to Clause 2.4. For the purposes of this Clause, the term "working days" shall exclude Sundays and public holidays.</p>												
<p>Clause 3.1 Contract Documents to be Taken as Mutually Explanatory</p> <p>The several documents forming the Contract are to be taken as mutually explanatory of one another but in the event of any conflict or inconsistency between the Conditions and the other documents forming the Contract, the Conditions shall be given precedence. Within the Conditions, the Particular Conditions, if any, shall be given precedence.</p> <p>SUPPLEMENT</p> <p>APPENDIX</p> <p>No provision</p>	<p>Clause 3.1 Contract Documents to be Taken as Mutually Explanatory</p> <p>The several documents and drawings forming the Contract are to be taken as mutually explanatory of one another but in the event of any conflict or inconsistency between the Conditions and the other documents forming the Contract, the Conditions shall be given precedence. Within the Conditions, the Particular Conditions, if any, shall be given precedence. In the event of any conflict or inconsistency between the drawings, then the order of precedence shall be as prescribed in the Appendix.</p> <p>SUPPLEMENT</p> <p>APPENDIX</p> <table data-bbox="863 1563 1469 1720"> <tr> <td></td> <td style="text-align: center;"><u>CLAUSE</u></td> <td></td> </tr> <tr> <td>ORDER OF DRAWINGS</td> <td style="text-align: center;">3.1</td> <td style="text-align: right;">.....</td> </tr> <tr> <td>(in descending order)</td> <td></td> <td style="text-align: right;">.....</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">.....</td> </tr> </table>		<u>CLAUSE</u>		ORDER OF DRAWINGS	3.1	(in descending order)	
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<p>Clause 4.3 Responsibility for Identifying Ambiguities, Discrepancies, etc</p> <p>(1) The Contractor shall forthwith notify the Superintending Officer in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Contract documents that may at any time be found. The Superintending Officer insofar as it may affect the execution or completion of the Works shall then explain and adjust it and may issue to the Contractor an instruction so as to resolve the ambiguity, discrepancy, conflict, inconsistency or omission. If, in the opinion of the Contractor, compliance with any such instruction is likely to or has involved the Contractor in any Loss and Expense which could not have been reasonably foreseen by an experienced contractor (assuming a diligent perusal of the documents submitted prior to Contract), the Contractor shall forthwith notify the Superintending Officer in writing and subject to compliance by the Contractor with Clauses 14, 23 and 32, the Superintending Officer may grant an extension of time pursuant to Clause 14 and may certify pursuant to Clause 32 such sum as may be reasonable in respect of such Loss and Expense.</p> <p>(2) In the event that instructions issued by the Superintending Officer to resolve such ambiguity, discrepancy, conflict, inconsistency or omission result in a reduction in the Contract Sum, such reduction shall be determined in accordance with Clause 20 and the Superintending officer shall be entitled to reduce any valuation of the Works made under Clause 32 accordingly.</p> <p>(3) Nothing in Clause 4.4(1) or the Contract shall entitle the Contractor to an extension of time or Loss and Expense or any other compensation or remedy whatsoever (whether pursuant to the Contract or as damages or otherwise in law) for any ambiguity, discrepancy, conflict, inconsistency or omission in any of the documents which could have been found prior to the date of the Letter of Acceptance and the Contractor shall be deemed to have found it and to have entered into the Contract with full knowledge of it and of any resolution of it.</p> <p>(4) For the avoidance of doubt, any ambiguities, discrepancies, conflict, inconsistencies or omissions in the Contractor's Proposals shall be resolved at the Contractor's own expense.</p>	<p>Clause 4.3 Responsibility for Identifying Ambiguities, Discrepancies, etc</p> <p>(1) Either the Superintending Officer or Contractor shall forthwith notify the other party in writing as soon as either becomes aware of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Contract documents that may at any time be found.</p> <p>(2) Where either party has been notified, the Superintending Officer insofar as it may affect the execution or completion of the Works shall then explain and adjust it and may issue to the Contractor an instruction so as to resolve the ambiguity, discrepancy, conflict, inconsistency or omission. If, in the opinion of the Contractor, compliance with any such instruction is likely to or has involved the Contractor in any Loss and Expense which could not have been reasonably foreseen by an experienced contractor (assuming a diligent perusal of the documents submitted prior to Contract), the Contractor shall forthwith notify the Superintending Officer in writing and subject to compliance by the Contractor with Clauses 14, 23 and 32, the Superintending Officer may grant an extension of time pursuant to Clause 14 and may certify pursuant to Clause 32 such sum as may be reasonable in respect of such Loss and Expense.</p> <p>(3) In the event that instructions issued by the Superintending Officer to resolve such ambiguity, discrepancy, conflict, inconsistency or omission result in a reduction in the Contract Sum, such reduction shall be determined in accordance with Clause 20 and the Superintending officer shall be entitled to reduce any valuation of the Works made under Clause 32 accordingly.</p> <p>(4) For the avoidance of doubt, any ambiguities, discrepancies, conflict, inconsistencies or omissions in the Contractor's Proposals shall be resolved at the Contractor's own expense.</p>

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<p>Clause 5.1 Inspection of Site and Geotechnical Information</p> <p>The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting the Tender as to the nature of the ground and sub-soil and the form and nature of the Site. Geotechnical information obtained from site investigation, reports, publications and/or journals concerning the site may be provided by the Employer. The provision of the geotechnical information by the Employer shall not relieve the Contractor from the responsibility of carrying out his own investigation and/or search for existing and other additional geotechnical information relevant to the Site.</p>	<p>Clause 5.1 Inspection of Site and Geotechnical Information</p> <p>The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting the Tender as to the nature of the ground and sub soil and the form and nature of the Site. The Employer shall upon request, provide any Geotechnical information obtained from site investigation, reports, publications and/or journals concerning the site, if available, save that the Employer need not provide such Geotechnical information that it deems to be confidential or sensitive. The provision of the geotechnical information by the Employer shall not relieve the Contractor from the responsibility of carrying out his own investigation and/or search for existing and other additional geotechnical information relevant to the Site.</p>
<p>Clause 10.7 Defects during the Progress of the Works</p> <p>If the Superintending Officer during the progress of the Works finds any Defect, he may instruct the Contractor in writing to do any or all of the following:</p>	<p>Clause 10.7 Defects during the Progress of the Works</p> <p>Either the Superintending Officer or the Contractor shall forthwith notify the other party in writing as soon as either finds any defect during the progress of the Works. The Superintending Officer may instruct the Contractor in writing to do any or all of the following:</p>
<p>Clause 12.5 Other Contractors</p> <p>(1) The Employer reserves the right to employ or otherwise engage any persons to carry out on Site, work which does not form any part of the Works, whether or not information with respect to such work is provided in the Contract. Every person so employed shall be deemed to be a person for whom the Employer is responsible and not to be a subcontractor. The Contractor shall permit the execution of any work by any such person employed or engaged by the Employer. For the avoidance of doubt, any properly authorised authority or statutory boards who may be employed in the execution on or near the Site of any work not in the Contract shall not be regarded as contractors of the Employer and shall not be deemed to be a person for whom the Employer is responsible.</p>	<p>Clause 12.5 Other Contractors</p> <p>(1) The Employer reserves the right to employ or otherwise engage any persons to carry out on Site, work which does not form any part of the Works, whether or not information with respect to such work is provided in the Contract. Every person so deployed shall be deemed to be a person for whom the Employer is responsible and not to be a subcontractor. The Contractor shall permit the execution of any work by any such person deployed by the Employer on 7 days' written notice given by the Superintending Officer, or where the Superintending Officer deems the work to be urgent, then as soon as practicable. For the avoidance of doubt, any properly authorised authority or statutory boards who may be deployed in the execution on or near the Site of any work not in the Contract shall not be regarded as contractors of the Employer and shall not be deemed to be a person for whom the Employer is responsible.</p>

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<p>Clause 14.2 Extension of the Time for Completion</p> <p>The time within which the Works or any phase or part of the Works is to be completed may be extended by the Superintending Officer either prospectively or retrospectively and before or after the Time for Completion by such further period or periods of time as may reasonably reflect delay in completion of the Works which, notwithstanding due diligence and the taking of all reasonable steps by the Contractor to avoid or reduce such delay, will or might be or has been caused by any of the following events:</p> <p>(a) Force majeure. ...</p> <p>(q) Any other ground for extension of time expressly mentioned in the Contract and not mentioned in this Clause 14.2.</p>	<p>Clause 14.2 Extension of the Time for Completion</p> <p>The time within which the Works or any phase or part of the Works is to be completed may be extended by the Superintending Officer either prospectively or retrospectively and before or after the Time for Completion by such further period or periods of time as may reasonably reflect delay in completion of the Works which, notwithstanding due diligence and the taking of all reasonable steps by the Contractor to avoid or reduce such delay, will or has been caused by any of the following events:</p> <p>(a) An event which is beyond the Contractor's reasonable control (a force majeure event). ...</p> <p>(q) Epidemics or pandemics resulting in shortages of the labour, goods, materials or Construction Equipment required for the Works or inability to proceed with any part of the Works.</p> <p>(r) Any other ground for extension of time expressly mentioned in the Contract and not mentioned in this Clause 14.2.</p>
<p>Clause 18.4 Contractor to Search</p> <p>If any Defect, shrinkage or other fault in the Works appears at any time from the commencement of Works to the end of the Defects Liability Period, the Superintending Officer may instruct the Contractor to search under the direction of the Superintending Officer for the cause of the Defect, shrinkage or other fault. If such Defect, shrinkage or other fault is one for which the Contractor is liable under the Contract or the necessity for such a search is caused by the Contractor or arises from some default by the Contractor, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and the Contractor shall in such case remedy such Defect, shrinkage or other fault at his own cost.</p>	<p>Clause 18.4 Notify and Search for Defects</p> <p>Either the Superintending Officer or the Contractor shall forthwith notify the other party in writing as soon as either becomes aware of any Defect, shrinkage or other fault in the Works which appears at any time from the commencement of Works to the end of the Defects Liability Period. Upon sending or receiving such notification in writing, the Superintending Officer may instruct the Contractor to search under the direction of the Superintending Officer for the cause of the Defect, shrinkage or other fault. If such Defect, shrinkage or other fault is one for which the Contractor is liable under the Contract or the necessity for such a search is caused by the Contractor or arises from some default by the Contractor, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and the Contractor shall in such case remedy such Defect, shrinkage or other fault at his own cost.</p>
<p>CLAUSE 27 INSURANCE FOR PERSONAL INJURY, WORK INJURY COMPENSATION AND PROPERTY DAMAGE</p> <p>Clause 27.1 The Policies</p>	<p>CLAUSE 27 INSURANCE FOR PERSONAL INJURY, WORK INJURY AND PROPERTY DAMAGE</p> <p>Clause 27.1 The Policies</p>

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<p>(1) Without prejudice to his liability to indemnify the Employer under Clause 26, the Contractor shall, before commencement of any work under the Contract, maintain:</p> <p>(a) such insurances (subject to any limitations permitted by the Specifications or other Contract documents) as are necessary to cover the liability of the Contractor or, as the case may be, of any such subcontractor, in respect of personal injuries or death arising out of or in the course of or by reason of the carrying out of the Works or the sub-contract works including any liability of the Contractor under the Work Injury Compensation Act or any subsequent modification or re-enactment of such Act; and</p> <p>(b) such insurances as may be specifically required by the Contract in respect of injury or damage to property real or personal (other than the Works) arising out of or in the course of or by reason of the carrying out of the Works and caused by any negligence, omission, breach of contract or default of the Contractor, his servants or agents or, as the case may be, of such subcontractor and his servants or agents. Such insurances shall be subject to such limitations as to the extent of liability for any one accident as may be set out in the Appendix hereto.</p> <p>The Contractor's insurances shall provide for the Employer's interests to be noted as "Principal" (for Work Injury Compensation/Employer's Liability) or as an "Additional Insured" with a "cross liability" provision (for Third Party Liability).</p>	<p>(1) Without prejudice to his liability to indemnify the Employer under Clause 26, the Contractor shall, before commencement of any work under the Contract, maintain:</p> <p>(a) such insurances (subject to any limitations permitted by the Specifications or other Contract documents) as are necessary to cover the liability of the Contractor or, as the case may be, of any such subcontractor, in respect of personal injuries or death of any person whomsoever arising out of or in the course of or by reason of the carrying out of the Works or the subcontract works;</p> <p>(aa) such approved policy as required under the Work Injury Compensation Act or regulations (including any subsequent amendment or re-enactment of the Act or regulations); and</p> <p>(b) such insurances as may be specifically required by the Contract in respect of injury or damage to property real or personal (other than the Works) arising out of or in the course of or by reason of the carrying out of the Works and caused by any negligence, omission, breach of contract or default of the Contractor, his servants or agents or, as the case may be, of such subcontractor and his servants or agents. Such insurances shall be subject to such limitations as to the extent of liability for any one accident as may be set out in the Appendix hereto.</p> <p>The Contractor's insurances shall provide for the Employer's interests to be noted as "Principal" (for Employer's Liability) or as an "Additional Insured" with a "cross liability" provision (for Third Party Liability).</p> <p>(2) Any such insurance and approved policy as referred to in Clause 27.1 (1) shall be placed with an insurer:</p> <p>(a) approved by the Superintending Officer; and</p> <p>(b) approved by such approving authority as the relevant law may prescribe in the case of any insurance or approved policy that is regulated by law;</p> <p>and the Contractor shall deposit with the Superintending Officer before the commencement of any work on Site a copy of the insurance and approved policy and no later than 14 days thereafter a copy of the receipts in respect of the premiums paid under such insurance or approved policy.</p>

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<p>Clause 31.1 Termination for Default</p> <p>(2) If the Contractor: ... then the Employer, without prejudice to any other rights and remedies available to him, may give to the Contractor notice in writing of the termination of the employment of the Contractor whereupon the Contractor's employment under the Contract shall terminate. Upon receipt of the Employer's notice, the Contractor shall immediately vacate and surrender possession of the Site to the Employer, leaving all Construction Equipment, Plant, Temporary Works, temporary buildings, structures, tools, goods, equipment and unfixed materials upon the Site, other than those which the Contractor may be specifically directed in writing by the Superintending Officer to remove.</p>	<p>Clause 31.1 Termination for Default</p> <p>(2) If the Contractor: ... then unless such termination is prohibited by written law, the Employer, without prejudice to any other rights and remedies available to him, may give to the Contractor notice in writing of the termination of the employment of the Contractor whereupon the Contractor's employment under the Contract shall terminate. Upon receipt of the Employer's notice, the Contractor shall immediately vacate and surrender possession of the Site to the Employer, leaving all Construction Equipment, Plant, Temporary Works, temporary buildings, structures, tools, goods, equipment and unfixed materials upon the Site, other than those which the Contractor may be specifically directed in writing by the Superintending Officer to remove.</p>
<p>Clause 35.6 Mediation</p> <p>(1) The parties agree that before referring any dispute or difference to arbitration or court proceedings, they shall consider resolving the dispute or difference through formal mediation. If both parties agree to attempt resolving the dispute through mediation, the parties agree to do so at the Singapore Mediation Centre, in accordance with its prevailing prescribed form, rules and procedures.</p> <p>SUPPLEMENT</p> <p>APPENDIX</p> <p>No provision</p>	<p>Clause 35.6 Mediation</p> <p>(1) The parties agree that before referring any dispute or difference to arbitration or court proceedings, they shall consider resolving the dispute or difference through formal mediation. If both parties agree to attempt resolving the dispute through mediation, the parties agree to do so at the mediation centre specified in the Appendix, in accordance with its prevailing prescribed form, rules and procedures.</p> <p>SUPPLEMENT</p> <p>APPENDIX</p> <p style="text-align: right;"><u>CLAUSE</u> MEDIATION CENTER 35.6(1) (Singapore Mediation Centre if not stated)</p>
<p>Clause 37.2 Notices</p> <p>(1) The Contractor shall provide in his Form of Tender an address in Singapore for service of documents, hereafter referred to as “ the Service Address”.</p> <p>(2) The Contractor shall give 14 days written notice to the Superintending Officer before any change in the Service Address.</p> <p>(3) Except as provided in Clause 37.2(4), all certificates, notices or instruction to be given to the Contractor by the Employer or the Superintending Officer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the Service</p>	<p>Clause 37.2 Notices</p> <p>(1) The Contractor shall provide in his Form of Tender an address in Singapore, email address and facsimile number, for service of documents, hereafter referred to as “the Service Address”.</p> <p>(2) The Contractor shall give 14 days written notice to the Superintending Officer before any change in the Service Address.</p> <p>(3) Except as provided in Clause 37.2(5), all certificates, notices or instruction to be given to the Contractor by the Employer or the Superintending Officer under the terms of the Contract shall be sent by post, email or</p>

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<p>Address.</p> <p>(4) All certificates and notices under Clauses 31 and 35 shall be given by pre-paid registered mail or hand delivery to:</p> <p>(a) in the case of the Contractor, the Service Address; and</p> <p>(b) in the case of the Superintending Officer or the Employer, such address as the Superintending Officer shall in writing notify the Contractor.</p> <p>(5) Without prejudice to any other method of service that is authorised by law, service of any originating process by the Employer or Superintending Officer on the Contractor shall be deemed to be due service if it is posted to or left at the Service Address.</p>	<p>facsimile transmission to or left at the Service Address.</p> <p>(4) Where any certificate, notice, or instruction to be given to the Contractor under Clause 37.2(3) is:</p> <p>(a) sent by ordinary post, it shall be deemed to be duly served on the Contractor on the 4th working day after the day it was posted;</p> <p>(b) sent by email, it shall be deemed to be duly served on the Contractor at the time of entering the information system addressed to the email address; and</p> <p>(c) sent by a facsimile transmission, it shall be deemed to be duly served on the Contractor at the time of transmission, subject to receipt on the sending facsimile machine of a notification (by electronic or other means) of a successful transmission to the facsimile number.</p> <p>(5) All certificates and notices under Clauses 31 and 35 shall be given by pre-paid registered mail or hand delivery to:</p> <p>(a) in the case of the Contractor, the Service Address; and</p> <p>(b) in the case of the Superintending Officer or the Employer, such address as the Superintending Officer shall in writing notify the Contractor.</p> <p>(6) Without prejudice to any other method of service that is authorised by law, service of any originating process by the Employer or Superintending Officer on the Contractor shall be deemed to be due service if it is posted to or left at the Service Address.</p>