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

**CONTENTS**

1. **APPENDIX**
2. **FORM OF TENDER**
3. **AGREEMENT**
4. **FORM OF SECURITY DEPOSIT GUARANTEE**
5. **FORM OF ADVANCE PAYMENT GUARANTEE**

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#### **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)

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

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

SECURITY DEPOSIT 4.4(1)

Number of days to deposit after Letter of

Acceptance (14 days if none stated) ……………………………………………….

Amount ……….............................................................

Time for Completion 14.1

Whole of the Works ..........................................................………...

Phase or Part of the Works

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

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

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

CLAUSE

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 $50m or the Contract Sum, whichever is lower.)

Whole of the Works ..........................................................………...

Phase or Part of the Works

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

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

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

Defects liability Period 18.1 ..........................................................………...

(12 months 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

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

FLUCTUATIONS 33.1

Specified Materials Concrete

Steel Reinforcements

Structural Steel (Optional)

Material Price Indices published by Building and Construction Authority

(for Concrete and Steel Reinforcements)

Import Price Index of Manufactured Goods for ‘Iron & Steel’ as published by the Singapore Department of Statistics (for Structural Steel)

Tender Closing Month ……………………………………………….

Base Unit Rate of Materials

(to be filled in by bidders or to be indicated by Employer where relevant)\*

Concrete $................................................................../m3

Steel Reinforcements $............................................................./tonne

Structural Steel $............................................................./tonne

*Clause 33.1(1) was amended w.e.f. 01 January 2023. Refer to the List of Amendments for PSSCOC for Design and Build Works 2020 (7th Edition Jul 2020) for amendments made.*

MEDIATION CENTRE 35.6(1) ...........................................................

(Singapore Mediation Centre if not stated)

|  |  |  |
| --- | --- | --- |
| ADVANCE PAYMENT\*\*  (if not stated, it shall be 20 % of the PPVC costs priced by the Contractor up to 10% of the Contract Sum) | B1.0(2) | .......% of the PPVC costs, capped at .......% of Contract Sum |
| RECOVERY PERIOD\*\*  (within 12 months after the recovery start date if none stated) | B2.0(1) / B5.0 | ....... months |
| INTERVALS FOR REPAYMENT OF THE ADVANCE PAYMENT\*\*  (monthly if none stated) | B5.0 | …………………………….. |
| RECOVERY START DATE\*\*  (4 months after the date of the Letter of Acceptance if none stated) | B5.0 | ....... months after the date of the Letter of Acceptance |

\* To delete accordingly

\*\* To delete unless Option Module B is used

##### **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

**FORM OF SECURITY DEPOSIT GUARANTEE**

**FORM OF SECURITY DEPOSIT GUARANTEE**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and his successors in office for and on behalf of the Government of the Republic of Singapore[[1]](#footnote-1) (hereinafter called "the Employer").

**Whereas** on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ an agreement (the “**Contract**”) was made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Contractor) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) (the “**Contractor**”) of the one part and the Employer of the other part for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state nature of contract) whereby the Contractor agreed that in consideration of its due and faithful performance of the Contract, it would be paid the sum of Singapore Dollars \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (S$ \_\_\_\_\_\_\_\_\_\_\_ ) (the “**Contract Sum**”).

**And Whereas** the Contractor is required under the Contract to pay \_\_\_\_ per cent of the Contract Sum as a security deposit for the due and faithful performance of its obligations under the Contract.

The Contractor has opted to provide an irrevocable on-demand guarantee in favour of the Employer as a security deposit for the Contract.

**We (at the request of the Contractor) hereby agree** as follows:

* 1. We shall unconditionally pay to the Employer any sum or sums up to a maximum aggregate of Singapore Dollars \_\_\_\_\_\_\_\_\_ (S$ \_\_\_\_\_\_\_ ) (the “**Guaranteed Sum**”) upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Guarantee without any proof of actual default on the part of the Contractor and without need to satisfy any other condition.
  2. We shall not be discharged or released from this Guarantee by any arrangement between the Employer and the Contractor with or without our consent, or by any other or further arrangement between the Contractor and us with or without the Employer’s consent, or by any alteration in the obligations undertaken or to be undertaken by the Contractor or by any forbearance on the Employer’s part whether as to payment, time, performance or otherwise.
  3. Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from **[***insert effective date:* \_\_\_\_\_\_\_\_\_\_\_\_\_ **]** until **[***insert expiry date:*\_\_\_\_\_\_\_\_\_ ] [*insert if expiry date is subject to automatic extension[[2]](#footnote-2)*: provided always that the expiry date of this Guarantee and our liability under this Guarantee shall be automatically extended for successive periods of [*specify duration of each extension*: \_\_\_\_\_\_\_\_\_\_\_\_\_ days/months] unless we give you 90 days’ written notice prior to the expiry of our liability (the “**Notice Period**”) of our intention not to extend this Guarantee in respect of any future extension and provided further that you shall be entitled –
     1. upon receiving such notice of our intention either to:
        + 1. make a claim under this Guarantee; or
          2. \*direct us to pay such amount (not exceeding the Guaranteed Sum) as you may specify into a suspense account to be governed and disbursed by us subject to the Association of Banks in Singapore’s Guidelines for operation of a Suspense Account; or
     2. direct us (within the Notice Period) to extend the validity of this Guarantee for a further period not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_ days/months (and this Guarantee shall then expire at the end of such further period).]

***Note: \* Not applicable for insurance bond issued by insurance companies***

* 1. This Guarantee is conditional upon a claim being made by the Employer at any time and as many times as the Employer may deem fit by way of a notice in writing addressed to us and the same being received by us at **[***insert address of Bank’s notification office:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **]** before the end of 90 days after the expiry of this Guarantee.
  2. We shall be obliged to effect the payment required under such a claim within 30business days of our receipt of the written notice from the Employer. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Employer’s written notice received by us as final and conclusive. For the purposes of this Guarantee, “**business day**” means a day other than a Saturday, Sunday, or public holiday in Singapore.
  3. The Employer may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.
  4. This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

AS WITNESS our hand

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and designation of officer)

for and on behalf of the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of \*\*Bank/Insurance Company) (Signature)

in the presence of:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Witness)

\*\* Delete whichever is not applicable

**FORM OF ADVANCE PAYMENT GUARANTEE**

To delete unless Option Module B is used

**FORM OF ADVANCE PAYMENT GUARANTEE**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and his successors in office for and on behalf of the Government of the Republic of Singapore[[3]](#footnote-3) (the “**Employer**”).

**Whereas** on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ an agreement (the “**Contract**”) was made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Contractor) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address) (the “**Contractor**”) of the one part and the Employer of the other part for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state nature of contract).

**And Whereas** the Employer will pay the Contractor an advance payment in accordance with the Contract of Singapore Dollars \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (S$ \_\_\_\_\_\_\_\_\_\_\_ ) (the “**Advance Payment**”) in consideration of an irrevocable on-demand guarantee provided by the Contractor in favour of the Employer.

**We (at the request of the Contractor) hereby agree** as follows:

1. We shall unconditionally pay to the Employer, upon receiving the Employer’s written notice of claim for payment made pursuant to Clause 4 of this Guarantee without any proof of actual default on the part of the Contractor and without need to satisfy any other condition, provided that the Employer has paid the Contractor the Advance Payment in accordance with the Contract and the Employer’s claim or claims do not exceed in aggregate the Advance Payment less any sum –
   * 1. previously paid by us to the Employer under this Guarantee; or
     2. reimbursed or repaid by the Contractor to the Employer under the Contract (including, without limitation, reimbursed or repaid by deduction from a sum otherwise due to the Contractor from the Employer).
2. We shall not be discharged or released from this Guarantee by any arrangement between the Employer and the Contractor with or without our consent, or by any other or further arrangement between the Contractor and us with or without the Employer’s consent, or by any alteration in the obligations undertaken or to be undertaken by the Contractor or by any forbearance on the Employer’s part whether as to payment, time, performance or otherwise.
3. Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from **[***insert effective date:* \_\_\_\_\_\_\_\_\_\_\_\_\_ **]** until **[***insert expiry date:*\_\_\_\_\_\_\_\_\_ ].
4. This Guarantee is conditional upon a claim being made by the Employer at any time and as many times as the Employer may deem fit by way of a notice in writing addressed to us and the same being received by us at **[***insert address of Bank’s notification office:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **]** before the end of 90 days after the expiry of this Guarantee.
5. We shall be obliged to effect the payment required under such a claim within 30business days of our receipt of the written notice from the Employer. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Employer’s written notice received by us as final and conclusive. For the purposes of this Guarantee, “**business day**” means a day other than a Saturday, Sunday, or public holiday in Singapore.
6. This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

AS WITNESS our hand

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and designation of officer)

for and on behalf of the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of \*Bank/Insurance Company) (Signature)

in the presence of:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Witness)

\* Delete whichever is not applicable.

1. Replace this with the name of the Authority if the Authority is a Statutory Board. [↑](#footnote-ref-1)
2. This provision is to be included for contracts which are not fixed period contracts. For fixed period contracts, this provision is not required. [↑](#footnote-ref-2)
3. Replace this with the name of the Authority if the Authority is a Statutory Board. [↑](#footnote-ref-3)