
**PUBLIC SECTOR
STANDARD CONDITIONS OF CONTRACT
FOR DESIGN AND BUILD
(Fifth Edition December 2008)**

LIST OF AMENDMENTS

**Public Sector Standard Conditions of Contract (PSSCOC) for Design & Build
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PSSCOC for D&B (Fourth Ed Dec 2006)	PSSCOC for D&B (Fifth Ed Dec 2008)
<p>Clause 4.4 (Security Deposit)</p> <p>(1) Within 14 days of the Letter of Acceptance, the Contractor shall deposit with the Employer an amount specified in the Appendix and by way of security for the due performance of and observance by the Contractor of his obligations under the Contract.</p> <p>(2) The Contractor may, in lieu of the cash deposit in Clause 4.5(1) and for the same purposes, provide a guarantee for an equivalent amount from a bank or insurer approved by the Employer and in the prescribed form.</p>	<p>Clause 4.4 (Security Deposit)</p> <p>(1) Within 14 days of the Letter of Acceptance or such other longer period as may be prescribed by the Employer in the Appendix, the Contractor shall deposit with the Employer an amount specified in the Appendix and by way of security for the due performance of and observance by the Contractor of his obligations under the Contract.</p> <p>(2) The Contractor may, in lieu of the cash deposit in Clause 4.5(1) and for the same purposes, provide a guarantee for an equivalent amount from a Monetary Authority of Singapore (MAS)-approved bank or MAS-approved insurance company and in the prescribed form.</p>
<p>27 INSURANCE FOR PERSONAL INJURY, WORKMEN'S COMPENSATION AND PROPERTY DAMAGE</p> <p>Clause 27.1(1) (The Policies)</p> <p>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 Workmen's Compensation Act or any subsequent modification or re-enactment of such Act; and</p>	<p>27 INSURANCE FOR PERSONAL INJURY, WORK INJURY COMPENSATION AND PROPERTY DAMAGE</p> <p>Clause 27.1(1) (The Policies)</p> <p>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>

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<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 Workmen's Compensation/Employer's Liability) or as an "Additional Insured" with a "cross liability" provision (for Third Party Liability).</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>No provision</p>	<p>33 FLUCTUATIONS</p> <p>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>

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	<p>33.2 Payment</p> <p>Effect shall be given to the Superintending Officer's ascertainment of the amount of the difference by inclusion in the Contractor's Payment Claim made pursuant to Clause 32.1(1) and in the Superintending Officer's certificates issued under Clause 32.</p> <p>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>33.4 Sub-Contract Work</p> <p>This Clause shall apply to materials specified in the Schedule of Material Prices purchased by any sub-contractors (but not to Nominated Sub-Contractors unless expressly incorporated into their sub-contracts).</p> <p><i>{Amendments to the numbering of affected clauses/sub-clauses are not shown here but will be incorporated in the Standard Conditions.}</i></p>
<p>Building and Construction Industry Security of Payment Act 2004</p>	<p>Building and Construction Industry Security of Payment Act</p> <p><i>{Affected clauses/sub-clauses are not shown here but will be incorporated in the Standard Conditions.}</i></p>
<p>OPTION MODULE B (FLUCTUATIONS)</p>	<p>Deleted</p>
<p><u>APPENDIX</u></p> <p>SECURITY DEPOSIT 4.4(1)</p> <p>Amount</p>	<p><u>APPENDIX</u></p> <p>SECURITY DEPOSIT 4.4(1)</p> <p>Number of days to deposit after Letter of Acceptance (14 days if none stated)</p> <p>Amount</p>

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<u>APPENDIX</u> No provision	<u>APPENDIX</u> FLUCTUATIONS 33.1 Specified Materials Base Date