
**LIST OF
EDITORIAL AMENDMENTS
FOR**

**PUBLIC SECTOR
STANDARD CONDITIONS OF CONTRACT
FOR CONSTRUCTION WORKS**
(Sixth Edition December 2008)

AND

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

**Public Sector Standard Conditions of Contract (PSSCOC) for Construction Works
(Sixth Edition December 2008)**

And

**Public Sector Standard Conditions of Contract (PSSCOC) for Design and Build
(Fifth Edition December 2008)**

List of Editorial Amendments

Current		Editorial Amendments	
30	ASSIGNMENT AND SUBCONTRACTING	30	ASSIGNMENT AND SUBCONTRACTING
30.2	Subcontractors	30.2	Subcontractors
	<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>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>
33	FLUCTUATIONS	33	FLUCTUATIONS
33.1	Schedule of Materials	33.1	Schedule of Materials
	<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 and the related material price indices 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, which is worked out based on the fluctuations in the material price index of the respective material. 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</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</p>

Current	Editorial Amendments
<p>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 price indices shall be those as published by the Building and Construction Authority.</p>	<p>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>33 FLUCTUATIONS</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 FLUCTUATIONS</p> <p>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><u>APPENDIX</u></p> <p>FLUCTUATIONS 33.1</p> <p>Specified Materials -----</p> <p>Base Date -----</p> <p>List of specified materials, their prices and related material price indices as at the above Base Date</p>	<p><u>APPENDIX</u></p> <p>FLUCTUATIONS 33.1</p> <p>Specified Materials Concrete Steel Reinforcements</p> <p>Tender Closing Month _____</p> <p>Base Unit Rate of Materials (to be filled in by bidders)*</p> <p>Concrete \$ _____/m³</p> <p>Steel Reinforcements \$ _____/tonne</p> <p>* To delete accordingly</p>