

1. General

- (1) The following are the Particular Conditions for Term Contracts which together with the Public Sector Standard Conditions of Contract for Construction Works 2020 ("PSSCOC") and Option Modules specified in the Appendix (hereinafter defined) are referred to as the "Conditions".
- (2) Unless otherwise stated, any reference to clauses in the Particular Conditions for Term Contracts shall be deemed a reference to the clauses in the PSSCOC.

2. Amendment to Clause 1.1

Clause 1.1 shall be substituted by the following clause:

1.1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) "Appendix" means the appendix to these Conditions.
- (b) "Annexes" means Annex A to C to these Conditions.
- (c) "BCA" means the Building and Construction Authority, as established under the Building and Construction Authority Act (Cap. 30A).
- (d) "Claimed Amount" means the whole or part of any payment claimed by the Contractor in a Payment Claim pursuant to Clause 32.1(1).
- (e) "Conditions" means the Public Sector Standard Conditions of Contract for Construction Works 2020 and the Particular Conditions for Term Contracts contained in the Contract and Option Modules specified in the Appendix (if any).
- (f) "Consultants" means the consultants as stated in Appendix to the Conditions or such other person or firm or corporation as may be appointed by the Employer from time to time to act on the Employer's behalf for all matters relating to the management of the Site.
- (g) "Contract" means the Tender, the Instructions to Tenderer and its Appendices, these Conditions and its Appendices and Annexes, the Specifications, Drawings (if any), Rates (if any), the Letter of Acceptance, Works Instructions (if any) and such other letters, e-mail correspondences and documents as the parties may expressly identify in writing and agree as forming part of the Contract.

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- (h) "Contract Period" means the period set out in the Letter of Acceptance within which the Employer may issue Works Instructions and the Contractor shall carry out the Works and includes any extension of the Contract Period.
- (i) "Contract Rates" means the unit rates (if any) set out in the Letter of Acceptance or Rates after taking into consideration the Quoted Percentage adjustment (if any) or Rates (if any) and shall be fixed subject only to adjustments expressly provided for in the Conditions and where the context requires, a particular unit rate.
- (j) "Contract Sum" means the lump sum (if any) set out in the Letter of Acceptance and shall be fixed subject only to adjustments expressly provided for in the Conditions.
- (k) "Contractor" means the person or firm or corporation whose Tender has been accepted by the Employer and includes the Contractor's legal personal representatives and any person to whom the rights or liabilities of the Contractor have been assigned or transferred with agreement in writing of the Employer under Clause 30.1.
- (l) "Construction Equipment" means all equipment, tools, apparatus and things of whatsoever nature required for the execution and completion of both the Temporary Works and the Permanent Works and the remedying of any Defects therein but does not include Plant, materials, goods or work or other things intended to be part of the Works.
- (m) "Contractor's Representative" means the person duly appointed pursuant to Clause 11.2 of the Conditions.
- (n) "Date of Substantial Completion" means the date stated in a certificate issued pursuant to Clause 17.1.
- (o) "Defect" means any part of the Works not executed, provided or completed in accordance with the Contract. For the avoidance of doubt and without limiting the generality of the expression the term shall be taken to include any item of Plant, material, goods, parts or work incorporated or used in the Works which does not or may not conform to the relevant specifications, quality standards or pass the tests prescribed in or to be inferred from the Contract.
- (p) "Defects Liability Period" means the period described as such and set out in the Appendix and hereof calculated from the respective Dates of Substantial Completion so stated in the certificates issued pursuant to Clause 17.1(1)(a).
- (q) "Drawings" means the drawings referred to in the Contract including such drawings which have been prepared by the Contractor and accepted by the Superintending Officer pursuant to Clause 6.2 and such other drawings as may from time to time be issued or accepted in writing by the Superintending Officer.

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- (r) "Employer" means the Housing and Development Board, Republic of Singapore. The expression "HDB" or "Board" as used in any documents forming part of the Contract shall be a reference to the Employer.
- (s) "Managing Agent" means the managing agent as stated in Appendix to the Conditions or such other person or firm or corporation as may be appointed by the Employer from time to time to act on the Employer's behalf for all matters relating to the management of the Site.
- (t) "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.
- (u) "Loss and Expense" means:
 - (i) Direct relevant costs of labour, Plant, Construction Equipment, materials, parts or goods actually incurred;
 - (ii) Costs of an overhead nature actually and necessarily incurred on the Site but in either case only in so far they would not otherwise have been incurred and which were not and should not have been provided for by the Contractor; and
 - (iii) 15% of any such costs, such 15% to be inclusive of and in lieu of any profits, head office or other administrative overheads, financing charges (including foreign exchange losses) and any other costs, loss or expense of whatsoever nature and howsoever arising.
- (v) "Option Module" means an Option Module appearing at the end of the Conditions.
- (w) "Payment Certificate" means a certificate issued by the Superintending Officer pursuant to Clause 32.2(1) in response to a Payment Claim made by the Contractor.
- (x) "Payment Claim" means a claim for payment made by the Contractor pursuant to Clause 32.1(1).
- (y) "Payment Response" means a payment response for the purposes of the Building and Construction Industry Security of Payment Act (Cap. 30B).
- (z) "Permanent Works" means the works as stated in the respective Works Instruction to be executed and completed in accordance with the Contract.
- (aa) "Plant" means the machinery, equipment, apparatus and the like intended to form or forming part of the Permanent Works.
- (ab) "Progressive Wage Model" or "PWM" means the competencies and corresponding wages which have been developed for the Lift Sector and/or Security Sector and/or Cleaning Sector and/or Landscaping Sector where applicable.

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- (ac) "Quoted Percentage" means the percentage set out (if any) in the Letter of Acceptance and unless otherwise stated, shall be applied to the Rates when determining the Claimed Amount.
- (ad) "Rates" means those unit rates in the Schedule of Rates including any modifications or additions thereto agreed in writing by the Employer and the Contractor and where the context requires, a particular unit rate.
- (ae) "Response Amount" means the amount that the Superintending Officer proposes to pay the Contractor in the Payment Certificate issued pursuant to Clause 32.2(1).
- (af) "Site" means the lands and other places on, in, under, over or through which the Works are to be provided or any other lands or places provided by the Employer for the purposes of the Contract.
- (ag) "Specifications" means all specifications contained in the Contract including any modifications or additions thereto as may from time to time be issued or approved in writing by the Superintending Officer.
- (ah) "Superintending Officer (SO)" means the person as stated in Appendix to the Conditions or such other person or firm or corporation as may be appointed by the Employer from time to time to exercise all or any of the powers of the Superintending Officer.
- (ai) "Superintending Officer's Representative (SO's Rep)" means the persons as stated in Appendix to the Conditions or any other person or firm or corporation as prescribed by the Employer in the Appendix or from time to time authorised by the Superintending Officer under Clause 2.2 to exercise all or any of the powers of the Superintending Officer's Representative.
- (aj) "Technical Personnel" means the person as stated in Appendix to the Conditions or such other person or firm or corporation as may be appointed by the Employer from time to time to exercise all or any of the powers of the Superintending Officer
- (ak) "Tender" means the Contractor's offer to the Employer to design (to the extent provided for by the Contract), execute and complete the Works at the Contract Rates, the Contract Sum or the Quoted Percentage, as the case may be, and as accepted by the Letter of Acceptance.
- (al) "Temporary Works" means all works of a temporary nature of every kind (other than Construction Equipment) required or provided in or about the execution of the Works and the remedying of any defects therein.
- (am) "Time for Completion" means the time for completion of the Works or any phase or part thereof as stated in the respective Works Instruction and subject to such extension or extensions of time (if any) as the Contractor may be allowed under the Contract.
- (an) "Works" means the Temporary Works and the Permanent Works, and where the context requires, a phase or part of the Works named in the Works Instruction.

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- (ao) "Works Instruction" means the instruction in writing by the Superintending Officer's Representative designated as "Works Instruction" and issued to the Contractor for the Contractor's design (to the extent provided for by the Contract), execution, completion of the Works and remedying of any Defects therein.

3. Amendment to Clause 2.3

Clause 2.3 shall be substituted by the following clause:

2.3 Authority of the Superintending Officer's Representative

- (1) Save to the extent which the Superintending Officer may otherwise specify by written notice to the Contractor and subject to Clause 2.3(2), the Superintending Officer's Representative shall have all the powers vested in the Superintending Officer and any act done by the Superintending Officer's Representative in accordance with this clause shall have the same effect as though it had been done by the Superintending Officer. Provided that:
- (a) any failure of the Superintending Officer's Representative to disapprove any Plant, materials, goods or work shall not prejudice the authority of the Superintending Officer to disapprove such Plant, materials, goods or work;
- (b) if the Contractor disputes any act of the Superintending Officer's Representative, he shall refer the matter to the Superintending Officer who shall confirm, reverse or vary (as the case may be) the act or decision of the Superintending Officer's Representative.
- (2) Unless expressly authorised in writing by the Superintending Officer, the Superintending Officer's Representative shall not have the powers vested in the Superintending Officer by virtue of the following:
- | | |
|----------------|--|
| Clause 13.1(1) | : Suspension of Work |
| Clause 13.2 | : Suspension Lasting More Than 90 Days |
| Clause 31 | : Termination by the Employer |
| Clause 35 | : Settlement of Disputes |
- (3) The Superintending Officer may exercise any power or perform any duty conferred upon him by these Conditions, notwithstanding the delegation by him of such power or duty.

4. Amendment of Clause 2.4

Clause 2.4 shall be replaced by the following clause:

2.4 Appointment of Assistants and Resident Technical Officers

- (1) The Superintending Officer or the Superintending Officer's Representative may appoint in writing any number of persons to assist the Superintending Officer's Representative in the carrying out of his duties under Clause 2.2. The Contractor shall be notified in writing of the names, duties and authority (if any) of such Assistants. Such Assistants shall have no authority to issue any instructions to

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the Contractor save insofar as such instructions may be necessary to enable them to carry out their duties and to ensure that the Plant, materials, goods or work are in accordance with the Contract.

- (2) The functions of any Assistant appointed by the Superintending Officer or the Superintending Officer's Representative under Clause 2.4(1) and of any Resident Technical Officers appointed by the Employer are to assist the Superintending Officer's Representative to oversee and supervise the Works and (without in any way relieving the Contractor of his responsibilities in respect of the Plant, materials, goods or workmanship) to test and examine any Plant, materials or goods used or workmanship applied in connection with the Works. The Assistants and Resident Technical Officers shall also have power to disapprove Plant, materials, goods or work not in accordance with the Contract or not to a reasonable standard or of satisfactory quality. The Assistants or Resident Technical Officers shall have no authority to relieve the Contractor of any of his liabilities or obligations under the Contract or to order any work involving delay or extra payment by the Employer or to make any variation of or in the Works.
- (3) Failure by the Assistant or Resident Technical Officer to disapprove any Plant, materials, goods or work shall not prejudice the powers of the Superintending Officer or Superintending Officer's Representative thereafter to disapprove such Plant, materials, goods or work and to order the pulling down removal or breaking up thereof.
- (4) If the Contractor should be dissatisfied with any decision of the Assistant or of the Resident Technical Officer he may refer the matter to the Superintending Officer's Representative who shall thereupon confirm or reverse such decision.
- (5) The provisions of Clause 2.5 shall also apply to instructions given by the Assistant or Resident Technical Officer.

5. Amendment to Clause 3.2

Clause 3.2 shall be substituted by the following clause:

3.2 Custody and Supply of the Schedule of Rates and Documents

- (1) The Schedule of Rates (if any), Specifications and Drawings shall remain in the sole custody of the Superintending Officer. Other than the copies supplied to the Contractor pursuant to any agreement to be signed between the Employer and the Contractor, the Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Schedule of Rates, Drawings, Specifications and other documents provided by the Employer or the Superintending Officer shall not, without the consent of the Superintending Officer, be used or communicated to a third party by the Contractor.

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- (2) The Contractor shall supply to the Superintending Officer six copies of all Drawings, Specifications and other documents submitted by the Contractor and accepted by the Superintending Officer in accordance with Clause 6.2, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition, the Contractor shall supply such further copies of such Drawings, Specifications and other documents as the Superintending Officer may request in writing for the use of the Employer, who shall pay the cost of such copies.

6. Amendment to Clause 4.4

Clause 4.4 shall be substituted by the following clause:

4.4 Responsibility for Identifying Ambiguities, Discrepancies, etc

- (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.
- (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.
- (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, the Contract Rates or the Rates, as the case may be, 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.

7. Amendment to Clause 4.5(3)

Clause 4.5(3) shall be substituted by the following clause:

- (3) The term "Security Deposit" shall hereafter refer to:
- (i) the cash deposited under Clause 4.5(1); or
 - (ii) the cash proceeds of any or all demands on the guarantee provided pursuant to Clause 4.5(2).

The Employer may utilise the Security Deposit to make good any loss or damage sustained or likely to be sustained as a result of any breach of contract whatsoever by the Contractor, including any liquidated damages. If the amount of the Security Deposit utilised by the Employer to make good any such loss or damage is found to be greater than the amount of loss or damage actually sustained by the Employer, then the Employer shall pay the balance of the amount utilised by the Employer without the addition of interest to the Contractor or to the bank or insurer, as the case may be, in the time and manner as set out in the Appendix. Under no circumstances shall the Employer be liable to pay to the Contractor any damages, whether by way of interest or otherwise, for any failure or delay by the Superintending Officer in refunding the security deposit or any payment due or payable to the Contractor.

8. Addition of Clause 4.8

The following clause shall be inserted immediately after Clause 4.7:

4.8 Work Extending Beyond Contract Period or Extended Contract Period

The Contractor shall design (to the extent provided for by the Contract), execute and complete any work instructed by the Superintending Officer pursuant to a Works Instruction notwithstanding that the execution or completion of such work or remedying of any Defects therein may extend beyond the Contract Period.

9. Amendment to Clause 6.3

Clause 6.3 shall be substituted by the following:

6.3 Submission of Documents after Completion

Upon the respective Date(s) of Substantial Completion, the Contractor shall submit for the acceptance of the Superintending Officer operation and maintenance manuals together with Drawings of the Permanent Works designed by the Contractor as completed in sufficient detail to enable the Employer to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating such design.

10. Addition of a new Clause 11.1A

There shall be added the following new clause immediately after Clause 11.1:

11.1A Restriction on Work

Notwithstanding Clause 11.1, any restriction on work being carried out during the night or on Sundays or on public holidays shall not apply to any work which is customarily carried out outside normal working hours or by rotation or double shifts nor shall it apply to the carrying out of Temporary Works.

11. Addition of Clause 11.5

The following shall be inserted immediately after Clause 11.4

11.5 Extension of Contract Period

- (1) At any time prior to the expiry of the Contract Period, the HDB may in writing to the Contractor from time to time extend the Contract Period by a maximum aggregate of six (6) months and the same terms and conditions contained in the Contract will continue to apply.
- (2) At any time prior to the expiry of the extended Contract Period referred to in Clause 11.5, the HDB may in writing to the Contractor further extend the Contract Period beyond the stipulated maximum aggregate period under Clause 11.5(1) by a maximum aggregate of another six (6) months, and the same terms and conditions contained in the Contract will continue to apply.
- (3) The Contractor shall be bound by the Contract Rates or the Contract Sum as the case may be for all the Works Orders issued within the extended Contract Period under Clause 11.5(1) and Clause 11.5(2), as the case may be. No extension in the Contract Period required by the HDB shall vitiate the Contract.

12. Amendment to Clause 12.1

Clause 12.1 shall be substituted by the following clause:

12.1 Commencement of Works

The Contractor shall commence the Works on the date specified in the respective Works Instruction(s) or the date specified in an instruction in writing to that effect from the Superintending Officer, as the case may be. Thereafter the Contractor shall proceed with due diligence and expedition and without delay in accordance with the Contract and in accordance with the programme or any revised or modified programme accepted by the Superintending Officer pursuant to Clause 9. The Time for Completion shall run from the respective dates on which the Contractor is to commence the Works under this Clause.

13. Amendment to Clause 14.1

Clause 14.1 shall be substituted by the following clause:

14.1 Contractor to Complete on Time

The Contractor shall complete the Permanent Works and any phase or part of the Works within the Time for Completion stated in the respective Works Instruction or the instruction in writing, as the case may be.

14. Deletion of Clause 14.2(i)

Clause 14.2(i) is deleted.

15. Amendment to Clause 14.3(1)

Clause 14.3(1) shall be substituted by the following clause:

- (1) If the Contractor is of the opinion that the progress or completion of the Works is or will be or has been delayed by any of the events stated in Clause 14.2, he shall forthwith notify the Superintending Officer in writing of such event and shall in any case do so within fourteen (14) days of the occurrence of such event. If the Contractor is of the opinion that the event is one which entitles him to an extension of time under Clause 14.2, he shall in that notice and in any case not later than the fourteen- (14-) day period set out above inform the Superintending Officer, together with the appropriate Contract references, of the reasons why there will or may be delay to the completion of the Works or any part or section of the Works, the length of the delay and of the extension of time required, and the effect of the event on the programme accepted under Clause 9. Both the submission of a notice in writing and of the further information within the fourteen- (14-) day period set out above shall be conditions precedent to any entitlement to an extension of time. Subject also to compliance with Clause 14.3(2) hereof, the Superintending Officer shall notify the Contractor in writing within fourteen (14) days of the receipt of the notice in writing whether in his opinion the event is one which does or might entitle the Contractor to an extension of time.

16. Amendment to Clause 17

Clause 17 shall be substituted by the following clause:

17 SUBSTANTIAL COMPLETION OF WORKS CARRIED OUT PURSUANT TO WORKS INSTRUCTION OR AN INSTRUCTION IN WRITING**17.1 Certificate of Substantial Completion**

- (1) When the Contractor, after compliance with the procedure set out in Clause 17.1(3), considers that the whole of the Works have been substantially completed, he may give notice in writing to that effect to the Superintending Officer accompanied by an undertaking, in the prescribed form, to complete any

outstanding work. Within twenty-one (21) days of the receipt of such notice and undertaking the Superintending Officer shall either:

- (a) Issue to the Contractor a Certificate of Substantial Completion, with a copy to the Employer, stating the date on which in his opinion, the Works were substantially completed in accordance with the Contract; or
- (b) Give instructions in writing to the Contractor specifying all the works which in his opinion are required to be done by the Contractor before the issue of a Certificate of Substantial Completion.

Provided that the Superintending Officer may, at his discretion and without the receipt of any notice or undertaking from the Contractor, exercise either of the powers given to him in Clause 17.1(1)(a) or 17.1(1)(b).

- (2) If the Superintending Officer has given instructions pursuant to Clause 17.1(1)(b):
 - (a) He may notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the works specified therein and such defects shall comprise part of the said instructions; and
 - (b) The Contractor shall not be entitled to be issued the Certificate of Substantial Completion until the works specified in the said instructions have been completed to the satisfaction of the Superintending Officer.
- (3) Before the Contractor gives his notice in writing under Clause 17.1(1), he shall first have complied with the handing over procedure laid down in the Specifications, and the Superintending Officer's Representative shall have inspected the Works.

17.2 Access for Remedial Work

Upon the Date of Substantial Completion, the Contractor's access to the Site for the purpose of carrying out the Works under the particular Works Instruction shall cease save that the Contractor shall be permitted to re-enter the Site to carry out any outstanding work (and the rectification of Defects during the Defects Liability Period) with due expedition and without delay, upon giving reasonable notice in writing to the Superintending Officer.

17. Amendment to Clause 18.1

Clause 18.1 shall be substituted by the following:

18.1 Completion of Outstanding Works and Remedying Defects

To the intent that the Permanent Works shall, at or before the expiry of its corresponding Defects Liability Period, be in the condition required by the Contract and shall meet all other requirements of the Contract, the Contractor:

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- (a) Shall complete with due expedition and without delay any work outstanding at the relevant Date(s) of Substantial Completion (whether or not the subject of any undertaking to do so) and as may be instructed by the Superintending Officer; and
- (b) Shall execute all such works of amendment, reconstruction and remedying defects or such other faults of whatever nature as the Superintending Officer may at any time during the Defects Liability Period or within fourteen (14) days after its expiry instruct the Contractor to execute.

For the avoidance of doubt, the obligation of the Contractor to comply with this Clause shall not in any way prejudice the Employer's rights under the provisions of any guarantee relating to the works provided by any supplier or sub-contractor.

18. Amendment to Clause 18.4

Clause 18.4 shall be substituted by the following clause:

18.4 Notify and Search for Defects

Either the Superintending Officer or the Contractor shall forthwith notify the other party in writing as soon as either becomes aware of any Defect or other fault in the Permanent Works which appears at any time from the respective commencement of the Permanent Works to the end of its corresponding 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 or other fault. If such Defect 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 or other fault at his own cost.

19. Addition of Clauses 19.5

The following clause shall be inserted immediately after Clause 19.4:

19.5 Submission of Quotations for Works Instructions

Clause 19.3 shall apply to instructions given by way of Works Instructions or the instruction in writing issued by the Superintending Officer, as the case may.

20. Amendment to Clause 20.1

Clause 20.1 shall be substituted by the following clause:

20.1 Valuation Methods

Subject to Clause 19.3 and Clause 20.4, all variations shall be valued as follows:

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- (a) Where the varied work is of a similar character to, is executed under similar conditions as and does not significantly change the quantity of work described in the Contract, the Contract Rates shall be the basis for determining the valuation; or
- (b) Where the varied work is of a similar character to work described in the Contract but is not executed under similar conditions of such work described in the Contract or involves significant changes in the quantity of such work described in the Contract, the Contract Rates shall be the basis for determining the valuation but with a fair allowance for any differences in such conditions and/or quantity; or
- (c) Where (a) and (b) above do not apply, then by measurement and valuation at fair market rates and prices;
- (d) Where none of the above methods is applicable or appropriate in the circumstances of the particular varied work, then the valuation shall be based on the cost of necessary Construction Equipment and labour necessary for the execution of the varied work plus 15 per cent. This percentage shall be deemed to compensate adequately the Contractor in respect of all supervision, the use of Construction Equipment, overheads, profit and all other costs or damages incurred in or connected with the execution of the varied work;
- (e) The Contract Rates shall be the basis for determining the valuation of items omitted. Provided that if the omissions vary the conditions under which any remaining items of work are carried out, the values for such remaining items shall be determined under Clauses 20.1(b) or (c) or (d) as the case may be.

21. Amendment to Clause 20.2

Clause 20.2 shall be substituted by the following clause:

20.2 Agreement on Valuation

- (1) The Contractor shall carry out all variations instructed by the Superintending Officer pending the valuation of the variations by the Superintending Officer.
- (2)
 - (a) Upon progressive completion of the variation works, the Contractor may submit his claim for the variations in his Payment Claims in accordance with clause 32.1. The Superintending Officer shall certify such amounts as are due to the Contractor for the variations in accordance with Clause 32.2.
 - (b) When the Contractor considers that the respective variation works have been substantially completed, he may give notice in writing to that effect to the Superintending Officer. The Superintending Officer shall either:
 - (i) certify in writing that the variation works in his opinion were substantially completed; or
 - (ii) give instructions in writing specifying the works which in his opinion are required to be done.

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Provided that the Superintending Officer may, at his discretion and without the receipt of any notice from the Contractor, exercise either Clause 20.2(2)(b)(i) or Clause 20.2(2)(b)(ii).

- (c) The Contractor shall, within thirty (30) days from the date of the Superintending Officer's certification, submit to the Superintending Officer a valuation of the said variations (with such details and particulars including invoices and receipts as the Superintending Officer may require for the purpose of valuing the said variations) based on the completed variation works. Thereafter, the Contractor shall include his claim for the said valuations in the next Payment Claim to be submitted by the Contractor under Clause 32.1.
- (d) The Superintending Officer shall, within sixty (60) days from the date of his certification, value the total amount due for the said variations based on the completed variation works and shall notify the Contractor in writing of the value of the variations (hereafter referred to as the "Variation Order"). Thereafter, the Superintending Officer shall certify the amounts due to the Contractor for the said variations in the next Payment Certificate to be issued by the Superintending Officer under Clause 32.2.
- (e) The Contractor shall, within thirty (30) days of the date of the Variation Order, give notice of any disagreement in writing to the Superintending Officer and shall at the same notice set out the valuation which he considers should have been made, giving full details and particulars and the appropriate Contract references. If the Contractor had not given notice of his disagreement in the time and manner stipulated herein, he shall be deemed to have accepted the Variation Order which shall be final and binding on and conclusive against the Contractor and shall not thereafter be disputed or questioned by the Contractor in any way whatsoever. Provided always that the Superintending Officer may at any time amend a Variation Order previously issued in such manner as he may determine necessary.
- (f) Following receipt of the Contractor's notice of disagreement, the Superintending Officer may amend the Variation Order previously issued and make the necessary adjustment in the next Payment Certificate.
- (g) Any notice of disagreement submitted by the Contractor in accordance with Clause 20.2(2)(e) which is not dealt with or resolved by the Superintending Officer's amendment in the next Payment Certificate shall be reconsidered by the Superintending Officer before the expiry of the Contract Period or extended Contract Period, as the case may be.

22. Deletion of Clause 20.3

Clause 20.3 is deleted.

23. Addition of Clause 20.5

The following clause shall be inserted immediately after Clause 20.4:

20.5 Valuation of Works Instructions

The valuation of work done pursuant to the Works Instructions or an instruction in writing, as the case may be, shall be determined in accordance with one or a combination of the following methods in descending order of priority:

- (a) By measurement and valuation at the Contract Rates or at analogous or pro-rated rates; or
- (b) Where the above method is not applicable, then by measurement and valuation at fair market rates and prices;
- (c) Where none of the above methods is applicable, then the valuation shall be based on the cost of necessary Plant, material or goods, labour and any additional equipment necessary for the execution of the Works plus 15 per cent. This percentage shall be deemed to compensate adequately the Contractor in respect of all supervision, the use of Construction Equipment, overheads, profit and all other loss, expense, costs or damages incurred in or connected with the execution of the works.

24. Addition of new Clause 20A

There shall be added the following new clause immediately after Clause 20:

20A AUTHORISATION ORDERS

Notwithstanding Clauses 19 and 20:

- (1) Any instruction in writing requiring a variation to be issued by the Superintending Officer or by the Superintending Officer's Representative shall be by way of an Authorisation Order.
- (2) Any instruction requiring a variation to be issued by the Superintending Officer or by the Superintending Officer's Representative other than by an Authorisation Order shall have no immediate effect but shall be confirmed in writing by the Contractor to the Superintending Officer's Representative within fourteen (14) days and if not dissented upon in writing by the Superintending Officer's Representative to the Contractor within fourteen (14) days of the receipt of such confirmation in writing shall be deemed to be an Authorisation Order. When so dissenting the Superintending Officer's Representative may confirm the instruction and there shall not be deemed to be an Authorisation Order except that the Contractor shall be at liberty to ask an arbitrator under Clause 35 to declare that the instruction justifies an Authorisation Order. The Contractor shall not be entitled to additional payment or to an extension of time on account of an instruction issued by the Superintending Officer or by the Superintending Officer's Representative unless such instructions are confirmed by way of an Authorisation Order or an Authorisation Order is to be deemed under this Clause or is declared to be justified by an arbitrator.
- (3) An Authorisation Order may relate to Plant, materials, goods or work at a location other than the Site.

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- (4) In the event of the Superintending Officer or the Superintending Officer's Representative issuing an instruction in writing not by way of an Authorisation Order and marking such instruction as urgent, then the Contractor shall forthwith comply with such instruction. The above provisions as to an Authorisation Order being deemed shall not apply in respect of such urgent instruction and the Contractor shall then be entitled to payment for compliance with such urgent instruction if and only if either the Superintending Officer's Representative issues an Authorisation Order in respect of such urgent instruction or an arbitrator under Clause 35 declares that such urgent instruction justifies an Authorisation Order.

25. Deletion of Clause 22.1(b)

Clause 22.1(b) is deleted.

26. Addition of Clause 27.4

The following clause shall be inserted immediately after Clause 27.3:

27.4 Insurance Policies

The Contractor shall warrant that the insurance policies issued in accordance with Clause 27 shall include the following requirements:

- (1) Insurance for Work Injury
- (a) The Policy shall be issued in the prescribed form as produced in Annex B.
 - (b) The insured shall be "(Name of Contractor to insert)" as Contractor and all his sub-contractors, and the Housing & Development Board as Principal For Their Respective Rights and Interests ("FTRR & I") FTRR & I".
 - (c) The period of insurance shall be as specified in Appendix.
- (2) Insurance for Personal Injury and Property Damage
- (a) The Policy shall be issued in the joint names of the Employer, the Contractor and all his sub-contractors.
 - (b) The limits of liability shall be read as follows:
 - (i) In respect of any one accident: \$2,000,000.00; and
 - (ii) Unlimited for the period of insurance.
 - (c) The period of insurance shall be as specified in Appendix.
 - (d) The period of notice for cancellation of the Policy, if such period is stipulated, shall read thirty (30) days.

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- (e) The Policy shall expressly include coverage of the following risks:
- (i) Death, bodily injury or damage to property caused or occasioned by the insured's sub-contractor or by such sub-contractors' employees.
 - (ii) Death, bodily injury or damage to property caused or occasioned by or connected with or arising from the ownership, possession or use by or on behalf of the insured of any equipment or machinery not expressly specified in the Schedule of such equipment or machinery.
 - (iii) Liability assumed by the insured by agreement, unless such liability would have attached to the insured notwithstanding such agreement.
 - (iv) Liability in respect of loss or damage to property belonging to or in the charge or control of the insured or of any servant or agent of the insured.
 - (v) Liability in respect of injury to or illness of any person or loss or damage to any property or land or building caused by vibration or removal or weakening of support.
 - (vi) Liability in respect of injury, illness, loss or damage caused by or connected with or arising from any commodity, article or thing supplied, repaired, altered or treated by or to the order of the insured, happening at any of the insured's premises.
- (f) The policy shall expressly contain the following endorsements:
- (i) "This Policy shall cover all the Contractor's insurance obligations with regard to personal injuries or death and injury or damage to property real or personal (including property of the Housing & Development Board but not the Works themselves) arising out of or in the course of or by reasons of the carrying out of the Works stated in the Contract between the Housing & Development Board and the Contractor (Name of Contractor to insert)."
 - (ii) "Each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to such party in the same manner as if a separate policy had been issued to each of the parties and the insurers hereby agree to waive all rights of subrogation action which they may have or acquired against any of the aforesaid parties arising out of any accident in respect of which any claims is made hereunder provided nevertheless that nothing in this clause shall be deemed to increase the limitation on extent of Insurer's liability in respect of any one accident or series of accidents as stated in the Schedule."

- (iii) "This Policy is extended to cover the employees and/or representatives of the Housing & Development Board, Consultants (if any) and Resident Technical Officers (if any), Managing Agent (if any), other professional parties whilst on the Site as third parties."
- (iv) "Notwithstanding anything stated in the Policy to the contrary, cover under the Policy shall not be suspended in the event of stoppage of work by the Contractor on the contract site from any cause for a period not exceeding ninety (90) days. In the event of partial or total cessation of work, the insured shall use diligence and do all things reasonably practicable to protect the insured property. Subject otherwise to the Terms Exceptions and Conditions of this Policy."
- (v) "All deductibles shall be borne by the Contractor."

27. Addition of Clause 28.3

The following clause shall be inserted immediately after Clause 28.2:

28.3 Insurance Policy For Works

The Contractor shall warrant that the insurance policy issued in accordance with Clause 28 shall include the following requirements:

- (1) Insurance for Works
 - (a) The Policy shall be issued in the joint names of the Employer and the Contractor.
 - (b) The Works insured shall read the project title given in the Employer's Letter of Acceptance.
 - (c) The sum insured shall be the same as the total estimated cost of the Contract as determined by the Superintending Officer.
 - (d) The period of insurance shall be as specified in Appendix.
 - (e) The period of notice for cancellation of the Policy, if such period is stipulated, shall read 30 days.
 - (f) The policy shall expressly contain the following endorsements:
 - (i) "This Policy shall cover all the Contractor's Works insurance obligations stated in the Contract between the Housing & Development Board and the Contractor (*Name of Contractor to insert*)."
 - (ii) "Notwithstanding anything stated in the Policy to the contrary, cover under the Policy shall not be suspended in the event of stoppage of work by the Contractor on the Site from any cause

for a period not exceeding 90 days. In the event of partial or total cessation of work, the Insured shall use diligence and do all things reasonably practicable to protect the insured property. Subject otherwise to the Terms Exceptions and Conditions of this Policy.”

(iii) “All deductibles shall be borne by the Contractor.”

28. Addition of Clause 31.1A, 31.1B and 31.1C

The following clauses shall be inserted immediately after Clause 31.1:

31.1A Clean Mark Silver Award

- (1) Throughout the Contract Period, the Contractor shall:
 - (a) maintain at least the “Clean Mark Silver” Award accredited by the National Environment Agency under the prevailing Enhanced Clean Mark Accreditation Scheme (the “Clean Mark Silver Award”);
 - (b) where the Contractor has obtained the written consent of the Superintending Officer to sub-contract the Works, the Contractor shall ensure that the sub-contractor shall maintain at least the Clean Mark Silver Award; and
 - (c) declare to the HDB any change to its or any sub-contractor’s accreditation status (resulting in it or such sub-contractor no longer possessing at least the Clean Mark Silver Award) within seven (7) days of the change.
- (2) The HDB shall have the right to terminate the Contract by giving six (6) months’ written notice to the Contractor if any of the following occur:
 - (a) the Contractor fails to comply with Clause 31.1A (1) (a) or 31.1A (1) (c); or
 - (b) where any sub-contractor does not maintain at least the Clean Mark Silver Award, the Contractor fails to replace such sub-contractor within fourteen (14) days with another sub-contractor(s) approved by the HDB.

31.1B Landscape Company Register Status

- (1) The Contractor shall maintain the “Landscape Company Register (LCR)” status administered by the National Parks Board (NParks) throughout the Contract Period, failing which the Superintending Officer shall have the right to terminate the Contract by giving six (6) months’ notice.
- (2) The Contractor shall, throughout the Contract Period, declare to the Superintending Officer any change to its “Landscape Company Registration (LCR)” status (resulting in it no longer possessing the “Landscape Company Registration (LCR)” status) within seven (7) calendar days of the change. If the Contractor fails to make such a declaration, the Superintending Officer shall have the right to terminate the Contract by giving six (6) months’ notice.

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- (3) Where the Contractor has obtained the written consent of the Superintending Officer to sub-contract the Works, the Contractor shall ensure that the sub-contractor shall maintain the "Landscape Company Register (LCR)" status throughout the Contract Period. Subject to the Superintending Officer's agreement, the Contractor shall within fourteen (14) days replace the sub-contractor who does not maintain the said "Landscape Company Register (LCR)" status, failing which the Superintending Officer shall have the right to terminate the Contract by giving six (6) months' notice.
- (4) The Contractor shall, throughout the Contract Period, declare to the Superintending Officer any change to the sub-contractor's "Landscape Company Register (LCR)" status (resulting in the sub-contractor no longer possessing the "Landscape Company Register (LCR)" status) within seven (7) calendar days of the change. If the Contractor fails to make such a declaration, the Superintending Officer shall have the right to terminate the Contract by giving six (6) months' notice.

31.1C Registration as Progressive Wage Model (PWM) firm under BCA's Contractors Registration System (CRS) for Lift Maintenance Services

- (1) Throughout the Contract Period, the Contractor shall:
 - (a) remain registered as a PWM firm on the BCA's Contractors Registration Scheme (CRS) under the Mechanical and Electrical Workhead for lift and escalator installation contractors (ME09);
 - (b) where the Contractor has obtained the written consent of the Superintending Officer to sub-contract the lift maintenance services, the Contractor shall ensure that the lift maintenance services sub-contractor shall remain registered as a PWM firm on the BCA's CRS under the Mechanical and Electrical Workhead for lift and escalator installation contractors (ME09); and
 - (c) declare to the Employer any change to its or any lift maintenance services sub-contractor's registration status (resulting in it no longer complying with Clause 31.1C (1) (a) and/or 31.1C(1)(b) within fourteen (14) days of the change in registration status.
- (2) The Employer shall have the right to terminate the Contract by giving one (1) month's written notice to the Contractor if any of the following occur:
 - (a) the Contractor fails to comply with Clauses 31.1C(1)(a) and/or 31.1C(1)(c);
 - (b) where any lift maintenance services sub-contractor does not remain registered as a PWM firm on the BCA's CRS under the Mechanical and Electrical Workhead for lift and escalator installation contractors (ME09), the Contractor fails to replace such sub-contractor within fourteen (14) days with another sub-contractor(s) approved by the HDB; and
 - (c) the Contractor fails to remedy its non-compliance with Clauses 31.1C(1)(a) and/or 31.1C(1)(b) and/or 31.1C(1)(c) to the satisfaction of the Employer (which includes the taking of such remedial actions as the

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Employer may stipulate) within a period of thirty (30) days from a written notice from the Employer to do so, or within such other time period that the Employer may specify.

29. Amendment to Clause 31.2

Clause 31.2 shall be substituted by the following clause:

- (1) In the event of the termination of the employment of the Contractor under Clause 31.1 and/or 31.1(A) and/or 31.1(B) and/or 31.1(C), the Employer or any other contractor appointed by him may use for completion of the Works any of the Construction Equipment, Plants, Temporary Works, temporary buildings, structures, tools, goods, equipment and unfixed materials left upon the Site pursuant to Clause 31.1(2) as the Employer may think proper. Further the Employer shall have a lien over all of the said Construction Equipment, Plan, Temporary Works, temporary buildings, structures, tools, goods, equipment and unfixed materials and may sell any of the same and apply the proceeds of sale in or towards the satisfaction of any sums or becoming due to him from the Contractor under the Contract.
- (2) The Superintending Officer shall, as soon as may be practicable after such repossession of the Site by the Employer pursuant to this Clause, determine what amount (if any) had, at the time of such repossession been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, the value of any of the unfixed or partially fixed Plant, materials or goods, the value of any Construction Equipment, Temporary Works, temporary buildings, structures, tools or equipment and the amount received from any proceeds of sale.
- (3) No sum shall be certified as due to the Contractor nor shall the Employer be liable to pay to the Contractor any sum (including damages and amounts for which the Employer was liable at the date of termination) in respect of the Contract until the expiry of the Contract Period or the latest Date of Substantial Completion is certified by the Superintending Officer pursuant to Clause 17, whichever is later and thereafter until the Superintending Officer has ascertained and certified an amount (called hereafter "the Employer's Cost") representing the total of the cost to the Employer of completion and remedying of any Defects, damages for delay in completion (if any) as provided by Clause 31.3 or otherwise and all other expenses incurred by the Employer. The Contractor shall then be entitled to receive only such sum (if any) as the Superintending Officer may certify would have been payable to the Contractor upon due completion of the Works by the Contractor after deducting the Employer's Cost. If the Employer's Cost exceeds the sum which would have been payable to the Contractor upon due completion by the Contractor, then the Contractor shall, upon demand, pay to the Employer such excess and such excess shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

30. Amendment to Clause 32

Clause 32 shall be substituted by the following clause:

32 PAYMENTS FOR WORKS INSTRUCTION

32.1 Payment Claims

- (1) The Contractor shall submit to the Employer (with a copy to the Superintending Officer), at monthly intervals (on a day of each month as specified by the Superintending Officer following the month in which the Contract is made), a claim for payment (hereafter referred to as the "Payment Claim") in such form as the Superintending Officer may from time to time prescribe. For the purposes of payment claims made under this Clause, the Payment Claim shall have the same meaning ascribed in the Building and Construction Industry Security of Payment Act (hereafter referred to as the "Act"). The Payment Claim shall be made in compliance with the requirements of the Act and shall show the amounts (hereafter referred to as the "Claimed Amount") to which the Contractor considers himself to be entitled up to the last day of the monthly interval in question in respect of:
- (a) The value of the Permanent Works executed;
 - (b) Any other items shown and separately priced in the Contract including those for Construction Equipment, Temporary Works and the like;
 - (c) The value of materials, Plant and goods delivered by the Contractor on the site for incorporation in the Permanent Works but not incorporated in such Works;
 - (d) Any other sum to which the Contractor is entitled pursuant to Clause 23.5; and
 - (e) Any amount due to the Contractor under an Option Module.
- (2) The Contractor shall submit to the Superintending Officer, within 30 days of the Date of Substantial Completion (or the last Date of Substantial Completion, if more than one), a final statement (hereafter referred to as the "Final Statement") with such details and particulars including invoices and receipts in such form as the Superintending Officer may require for the purpose of valuing the Works Instructions. The Final Statement shall show the amounts to which the Contractor considers himself to be entitled on completion of the Works Instruction in question in respect of:
- (a) The value of the Permanent Works executed;
 - (b) Any other items shown and separately priced in the Contract including those for Construction Equipment, Temporary Works and the like;
 - (c) The value of materials, Plant and goods delivered by the Contractor on the site for incorporation in the Permanent Works but not incorporated in such Works;
 - (d) Any other sum to which the Contractor is entitled pursuant to Clause 23.5; and
 - (e) Any amount due to the Contractor under an Option Module.
- (3) The Final Statement shall show the final amounts to which the Contractor considers himself to be entitled in respect of all the matters set out in the Works

Instruction. If or to the extent that the measurements of the work have not been completed by the Superintending Officer pursuant to Clause 21.1 (other than by reason of any failure on the part of the Contractor), the Contractor shall set out his best estimates of the relevant measurements and amounts due in respect of the Works. The Final Statement shall also show all adjustments which the Contractor considers should be made. Insofar as substantiation of any claim has not been provided pursuant to Clause 23.3 or 23.4, the Contractor shall provide such substantiation with the Final Statement. Failure by the Contractor to provide with the Final Statement such substantiation in respect of any event occurring before the Date of Substantial Completion shall subject to Clause 23.5(2) and 23.6 bar the Contractor from advancing any claim for such an amount.

- (4) For submission of invoices for any Payment Claim and/or Final Statement, the Contractor shall not use recycled invoice numbers i.e. invoice number that the Contractor had previously used for any contracts with HDB within the last two years.

32.2 Certification and Payment

- (1) Within fourteen (14) days of receiving a Payment Claim or Final Statement duly submitted pursuant to Clause 32.1, the Superintending Officer shall issue a certificate (hereafter referred to as the "Payment Certificate") to the Contractor (with a copy to the Employer) showing the amounts, which may consist of deduction of any sums which have been or may become due and payable by the Contractor to the Employer under the Contract or otherwise (hereafter referred to as the "Response Amount") to which the Contractor is in his opinion entitled in respect of the Claimed Amount. The Superintending Officer shall substantiate with reasons in his Payment Certificate if the Response Amount is less than the Claimed Amount or if payments are withheld. Such Payment Certificate issued by the Superintending Officer shall comply fully with the requirements for Payment Response made in contemplation of the Act.
- (2) The Payment Certificate issued under Clause 32.2(1) shall be deemed the Payment Response from the Employer, which meaning shall be the same ascribed in the Act if the Employer does not provide any response within 14 days from the Payment Claim or Final Statement. Where the Employer provides a Payment Response in compliance with the Act within 14 days from the Payment Claim or Final Statement, the Employer's Payment Response shall take precedence over the Payment Certificate issued pursuant to Clause 32.2(1) and shall constitute the Payment Response defined in the Act.
- (3) The Superintending Officer may by any certificate make any correction or modification in respect of any error whether arithmetical or otherwise in any previous certificate which has issued by him and make such adjustments as may necessary in the amount of payment due and payable to the Contractor to take into account any over or under valuation in any previous certificate. Where the amount paid by the Employer to the Contractor pursuant to any error in a previous certificate exceeds any amount due and payable to the Contractor under any subsequent certificate, such excess shall be recoverable by the Employer from the Contractor.

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- (4) The amount due to the Contractor under any certificate issued by the Superintending Officer pursuant to Clause 32.2 or any other term of the Contract shall (subject to the Employer's right to deduct or set-off any sum or damages for which the Contractor is or may be liable under the Contract or in any other way) be paid by the Employer to the Contractor:
- (a) Where the Contractor is a taxable person under the Goods and Services Tax Act, within twenty-one (21) days or such other time period as may be stipulated in the Appendix after the date the tax invoice (as referred to in Clause 32.4(3)) is submitted to the Employer; or
 - (b) In any other case, within twenty-one (21) days or such other time period as may be stipulated in the Appendix after the expiry of the period within which the Payment Response is required to be provided under the Building and Construction Industry Security of Payment Act. The Contractor shall submit to the Employer an invoice within seven (7) days of the date of payment response.

Where a time period is stipulated in the Appendix, that time period shall prevail. In the event that the Employer fails to make payment within the times stipulated, the Employer shall pay to the Contractor interest at the rate stated in the Appendix (or at the rate of 7.5% a year if none is stated) upon all sums unpaid from the date by which the same should have been paid.

- (5) Under no circumstances shall the Employer be liable to pay to the Contractor any damages, whether by way of interest or otherwise, for failure or delay by the Superintending Officer in certifying any payment due or payable to the Contractor.
- (6) Within thirty (30) days of the receipt by the Contractor of the payment, the Contractor shall notify the Superintending Officer in writing if he does not accept the amount certified. The Contractor shall submit his grounds of dispute in writing to the Superintending Officer within the said thirty (30) days. Any amount in respect of which the Contractor has not submitted his grounds of dispute shall be deemed to have been accepted by and shall be final and binding on the Contractor.
- (7) The Superintending Officer may, subsequent to the receipt of the grounds of dispute, amend the disputed amount (or other amounts not in dispute) and re-certify the amounts to which the Contractor is in his opinion entitled in respect of each of the amounts in the Payment Claim, subject to the deduction of any sums which have been or may become due and payable by the Contractor to the Employer under the Contract or otherwise. The provision of Clause 32.2(6) shall apply, mutatis mutandis, to the re-certified amount.

32.3 Contract Payment by GIRO/EPS

- (1) All payments under the Contract by the Employer to the Contractor shall be effected through the GIRO System and/or other Electronic Payment Systems (EPS).

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- (2) Contractor shall within fourteen (14) days from the date of the Letter of Acceptance submit their details such as bank account details, to Accountant-General Department's Vendors@Gov to create a Vendors@Gov account to facilitate payments, if Contractor does not have an existing Vendors@Gov account.

32.4 Claim and Payment of Goods and Services Tax

- (1) The Contractor shall be deemed not to have allowed in his tender for goods and services tax (hereafter called "GST") chargeable under the Goods and Services Tax Act (Cap. 117A) (hereafter in Clause 32.4 called "the Act") for the supply of goods, services or works required under the Contract.
- (2) Unless the Contractor is not a taxable person under the Act, the Employer shall reimburse the Contractor any GST charged on the goods, services or works required under the Contract.
- (3) The Contractor, when submitting the final statements or monthly statements required by Clause 32.1, shall show the amount which he considers himself to be entitled in respect of GST payable to him by the Employer. Upon issue of each certificate the Contractor shall forthwith prepare and submit to the Employer within seven (7) days the tax invoice under the Act in respect of the certificate. The amount of GST in the invoice shall accord with the amount of GST stated in the relevant certificate.
- (4) If the Employer notifies the Contractor that it intends to apply to the Comptroller of Goods and Services Tax for approval to issue to itself tax invoices in respect of the certificates, the Contractor shall give his written agreement that, if such approval is granted, he will not issue tax invoices in respect of such certificates. If such approval is granted by the Comptroller of Goods and Services Tax then the Contractor shall not issue tax invoices in respect of such certificates, provided that the Employer may, at any time by notice in writing served on the Contractor, reimpose on him the obligations contained in Clause 32.4(3) above.
- (5) If any dispute, difference or question shall arise between either the Employer or the Contractor and the Comptroller of Goods and Services Tax in relation to any tax chargeable or alleged to be chargeable in connection with the Contract or the Works or any part thereof, each shall render to the other such support and assistance as may be necessary to resolve the dispute, difference or question.
- (6) Clause 35 shall not apply to any dispute, difference or question arising under Clause 32.4.

32.5 Display of Payment Information

- (1) The Superintending Officer shall, within fourteen (14) days of the issue of his certificates certifying payment to the Contractor, display information with regard to the payment certified to the Contractor ("Payment Information") on the site notice board of the Superintending Officer's office (if any), which site notice board shall be accessible to all subcontractors.

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- (2) Such Payment Information shall include such particulars or details which in the Superintending Officer's opinion, is sufficient for the sub-contractors to determine or deduce whether payments have been certified for their trades or sub-contract works.
- (3) The Contractor shall ensure that the Payment Information remains on the Site notice board until the Superintending Officer's display of the next Payment Information, and shall also ensure that the Site notice board is not tampered with and is accessible to all sub-contractors.
- (4) Neither the Superintending Officer nor the Employer shall be liable to any subcontractors or any other party for the display or non-display of the Payment Information, or for the accuracy of any of the information stated therein.

32.6 Online Web-based Electronic System

- (1) The Contractor may be required for the purpose of the Contract to subscribe to and use an online web-based electronic system to be provided by the HDB (hereinafter referred to as "e-system").
- (2) The e-system allows the Contractor (where applicable) to electronically:
 - (i) retrieve any certificates, notices or instruction to be given to or served on the Contractor by the HDB or the Superintending Officer under the terms of the Contract;
 - (ii) submit a claim for payment for the Works/Services completed in accordance with the Contract;
 - (iii) notify the Superintending Officer upon completion of the Works/Services in accordance with the Contract; and
 - (iv) use any other applications in the e-system that may be introduced by the HDB from time to time.
- (3) In the event the HDB decides that the Contractor is required to use the e-system, the Contractor shall at its own cost and expense arrange to use the e-system and make changes deemed necessary to the Contractor's own computer system(s) and all its related software to comply with the following requirements:
 - (i) The e-system shall be Secured-Socket-Layer-encrypted, password-protected with role-based workflow security features at the document/form level and have an audit trail;
 - (ii) The e-system shall be accessible by all relevant users from the HDB, the Superintending Officer, the Superintending Officer's Representative and Contractor concurrently and all data accessed shall be confined to the Contract and the relevant role and scope of Works/Services; and
 - (iii) any other requirements that HDB may impose from time to time.

- (4) Save as aforesaid, by subscribing and using the e-system, the Contractor shall be deemed to have read, accepted and agreed to the terms and conditions governing the use of the e-system. There will be no additional charges imposed by the HDB for the use of the e-system.

31. Deletion of Clauses 33

Clause 33 is deleted.

32. Amendment to Clause 34.1

Clause 34.1 shall be substituted by the following clause:

34.1 Time for Issue

Within thirty (30) days after the expiration of the Defects Liability Period, or if different Defects Liability Periods shall become applicable under the Contract, the latest of such Defects Liability Periods or as soon thereafter as any work instructed pursuant to Clause 18 shall have been completed, the Superintending Officer shall issue to the Contractor, with a copy to the Employer, a Final Completion Certificate.

33. Amendment to Clause 35.2

Clause 35.2 shall be substituted by the following clause:

35.2 Reference to Arbitration

If either the Employer or Contractor is dissatisfied with the decision of the Superintending Officer made pursuant to Clause 35.1 hereof, or if the Superintending Officer fails to give notice of his decision on or before the expiry of the thirty (30) day period following the date on which the Superintending Officer received the reference, then the Employer or the Contractor may, within ninety (90) days from the date of receipt of the aforesaid decision of the Superintending Officer, or within ninety (90) days from the date of expiry of the aforesaid thirty (30) day period (as the case may be) give notice to the other party with a copy for information to the Superintending Officer of his intention to refer the decision or the dispute or difference that had not been decided to an arbitrator. The arbitrator may be agreed upon by the parties or failing such agreement, shall be a person to be nominated on the application of either party by the Chairman of the Singapore International Arbitration Centre. Subject to Clause 35.3, such reference shall not, without the Employer's consent in writing, be initiated before the expiry of the Contract Period. Any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) or any re-enactment or modification thereof.

34. Amendment to Clause 37.2

Clause 37.2 shall be substituted by the following clause:

37.2 Notices

- (1) The Contractor shall provide in his Form of Tender an address in Singapore and email address for service of documents, hereafter referred to as "the Service Address".
- (2) The Contractor shall give fourteen (14) days written notice to the Superintending Officer before any change in the Service Address.
- (3) Except as provided in Clause 37.2(5), all certificates, notices or instruction to be given to or served on the Contractor by the HDB or the Superintending Officer under the terms of the Contract may be sent or served in the following manner:
 - (a) by post or left at the Service Address;
 - (b) by email; or
 - (c) by e-system.
- (4) Where any certificate, notice, or instruction to be given to the Contractor under Clause 37.2(3) is:
 - (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; and
 - (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.
- (5) All certificates and notices under Clauses 13, 31 and 35 shall be given by pre-paid registered mail or hand delivery to:
 - (a) In the case of the Contractor, the Service Address; and
 - (b) In the case of the Superintending Officer or the Employer, such address as the Superintending Officer shall in writing notify the Contractor.
- (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.
- (7) For the avoidance of doubt, the parties agree that all notices, letters or correspondence issued by the Employer to the Contractor including computer-generated print-outs with no signature (if any) , electronic mail to an electronic mail address given by the Contractor in the Form of Tender or as indicated by the Contractor to HDB (except clause 37.2(5) for certificates and notices to be issued by pre-paid registered mail or hand delivery), shall be given same legal effect, validity and enforceability and admissible in evidence. The Contractor accepts that such documents are valid and agrees that he will not dispute or challenge the validity, authority, accuracy and/or authenticity of any document solely on the ground that it is unsigned and/or generated/sent electronically.

35. Addition of Clauses 39, 40, 41, 42 and 43

The following clauses shall be inserted immediately after Clause 38:

39 UNDERTAKING FOR NON-DISCLOSURE

- (1) The Contractor shall not, except in the proper performance of his duties under the Contract or with the prior written approval of the Employer, during or after the termination of the Contract reproduce, publish, use or disclose nor permit such reproduction, use, publication or disclosure to any person, firm or corporation of any information relating to the Contract, the Employer's policies or such other information as may be acquired by the Contractor pursuant to the Contract.
- (2) The Contractor shall furnish an undertaking for non-disclosure in the form set out in Annex C to these Conditions within fourteen (14) days from the date of the Letter of Acceptance. The Contractor shall undertake to procure similar undertakings for non-disclosure from, including but not limited to, all its employees and Subcontractors, who are directly connected with the provision of Services under the Contract from time to time. The Employer may request from the Contractor, copies of the undertakings for non-disclosure, if necessary, and the Contractor shall be obliged to furnish the same should the Employer so request in writing.
- (3) Termination or expiry of this Contract due to whatsoever cause shall not vitiate the obligation of confidentiality imposed on the Contractor, its employees, agents and Subcontractors under this Clause and the aforesaid undertaking for nondisclosure shall remain in full force and effect notwithstanding the expiry or earlier termination of this Contract.

40 REGISTRATION WITH ACCOUNTING AND CORPORATE REGULATORY AUTHORITY OF SINGAPORE (ACRA)

In the event the Employer requires the Contractor to register itself with the Accounting and Corporate Regulatory Authority of Singapore (ACRA) as required under the Companies Act (Cap. 50), the Contractor shall commence the proceedings for such registration as soon as practicable. This is to ensure that the Contract is able to run smoothly without running foul of any legal instrument pertaining to the conduct of business in Singapore.

41 COMPLIANCE WITH LAW

The Contractor warrants that in the performance of the Contract, it will comply with all laws, rules and regulations enacted in Singapore as well as any order or direction issued by any government or statutory body which is applicable to the Contract and/or the performance by the Contractor of its obligations under the Contract. Without prejudice to the generality of the foregoing, the Contractor warrants and undertakes to comply fully with all applicable provisions of the Workplace Safety and Health Act (Cap. 354A), Central Provident Fund Act (Cap. 36), Work Injury Compensation Act (Cap. 354) and Goods and Services Tax Act (Cap. 117A).

42 PAYMENT OF THE EMPLOYER'S BILLS, EXPENSES, ETC

The Contractor shall duly and punctually pay to the Employer the bills and any other expenses incurred by the Employer in respect of the supply of materials, services, etc.

The Contractor shall also pay to the Employer interest at the rate of seven point five percent per annum (7.5% pa) or such other rate as may be determined from time to time by the Employer in respect of any arrears of payment or other outstanding sums due and payable under the Contract with the Employer, from the due dates until payment in full is received by the Employer.

The Employer reserves the right to set off such bills and expenses against monies due or to become due to the Contractor before payment of the balance, if any, to the Contractor. In this respect, all Employer's bills and other expenses due from the Contractor shall have priority over debts due to third parties.

43 PROTECTION OF PERSONAL DATA**43.1 Security**

The Contractor shall take all reasonable measures to ensure that Personal Data held in connection with this Contract is protected against loss, and against unauthorised access, use, modification, disclosure or any other misuse in accordance with the procedures set out in this Clause, and that only authorised personnel have access to the data. The Contractor shall not breach the security procedures set out in this Contract without the prior written approval of the HDB. For the purpose of this Clause 43, "Personal Data" means data in manual or electronic form, which relates to a living person who can be identified:

- (i) From the data, or
- (ii) From the data and other information which is in the possession of, or is likely to come into the possession of, the agency or organization.

43.2 Use

The Contractor shall use any Personal Data held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract with the prior approval from the HDB.

In performing its obligations under the Contract and in relation to the handling of personal data, the Contractor shall observe the requirements of the Personal Data Protection Act 2012 (Act 26 of 2012), to the highest degree.

43.3 Disclosure

The Contractor shall not under any circumstances, disclose any Personal Data obtained in connection with this Contract without the prior written approval of the HDB. The Contractor shall immediately notify the HDB where it becomes aware that a disclosure of Personal Data may be required by law.

43.4 Retention

The Contractor shall not retain materials containing Personal Data and shall remove the means by which the Personal Data can be associated with particular individuals as soon as it is reasonable to assume that the purpose for which the Personal Data was collected is no longer being served by retention of the Personal Data, and retention is no longer necessary for legal purposes.

43.5 Transfer of Personal Data outside Singapore

The Contractor shall not under any circumstances, transfer Personal Data held in connection with this Contract outside Singapore, or allow parties outside Singapore to have access to it.

43.6 Employee Awareness of Data Protection Requirements And Undertakings

The Contractor shall ensure that any employee or agent of the Contractor or any contractor or sub-contractor, requiring access to any Personal Data held in connection with this Contract gives an undertaking in writing to not access, use disclose or retain Personal Data except in performing their duties of employment or the sub-contract, as the case may be, and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the employee.

43.7 Advising the HDB of Any Breach Of The Data Protection Clauses

The Contractor shall in respect of any Personal Data held in connection with this Contract immediately notify the HDB where the Contractor becomes aware of any breach of the obligations contained herein by itself, employees, agents or any contractors or sub-contractors.

43.8 Directions and Guidelines

The Contractor shall in respect of any Personal Data held in connection with this Contract co-operate with any, directions or guidelines of the HDB, arising in connection with the handling of Personal Data.

43.9 Continuing Obligation After the Expiry or Termination of Contract

Clause 43 shall continue to have effect after the termination or expiry of the Contract.

43.10 Disclosure to Contractors/Sub-Contractors/Assignees

The written approval of the HDB must still be obtained pursuant to this Clause herein, before any Personal Data can be disclosed to any contractors, sub-contractors or assignees. The Contractor shall ensure that all clauses relating to protection of Personal Data are included in any Contract between the Contractor and its contractors, sub-contractors or assignees.