

OPTION Z: ADDITIONAL CONDITIONS OF CONTRACT

Description	Reference No.	Z Clauses	Remarks
-	-	<p><u>General</u> This Option Z adds or amends NEC4 FMC core and secondary clauses to cater to local public sector procurement requirements and local practices. These Z-clauses will apply to all NEC4 FMC payment options unless otherwise stated.</p> <p>This Option Z will be made available on BCA website. Government Procuring Entities (GPEs) adopting NEC4 FMC will be required to incorporate the Z clauses. Clauses indicated as “Optional” can be incorporated as and when necessary. Private sector can take reference and adopt if they wish to.</p> <p>Users can add on to Option Z to cater for project specific requirements that are not captured in this list. Users should refer to NEC’s user guide when preparing additional conditions. Generally, additional conditions should never be used to limit how the <i>Service Provider</i> is to do the work in the contract as this is part of the function of the Scope.</p>	-
<b>Additional conditions of contract</b>	<b>Z1</b> Z1.1	The <i>additional conditions of contract</i> stated in the Contract Data are part of the contract.	-
<b>Interpretation and the law</b>	<b>Z2</b> Z2.1	<p>Insert the following new clause 12.5 to the core clauses:</p> <p>“In the contract, unless a contrary intention appears</p> <ul style="list-style-type: none"> <li>• the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation,</li> <li>• references to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality),</li> <li>• a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”,</li> <li>• any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation,</li> <li>• day means calendar day and</li> <li>• for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.”</li> </ul>	Z2.1 makes clear the contract intention and interpretation
<b>Responsibility for obtaining licenses and permits for the service(s)</b>	<b>Z3</b> Z3.1	<p>Insert the following new clauses 20.4 to 20.6 to the Core clauses:</p> <p>20.4 The <i>Service Provider</i>, in Providing the Service, complies with all applicable laws, and all regulations, directions and notices of any relevant government, statutory or regulatory body.</p> <p>The <i>Service Provider</i> obtains and maintains all permits, licenses, certifications, registrations, authorisations and approvals without any restriction or qualification whatsoever so as to enable the <i>Service Provider</i> to fulfil all its obligations under the contract.</p>	Z3.1 and Z4.1 ensures that all <i>Service Providers</i> and/ or its Subcontractor adheres to authority requirements and obtain all necessary licenses for the works, where applicable.

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		<p>20.5 The <i>Service Provider</i> ensures that each Subcontractor, in the course of providing services in connection with the Provision of the Service also</p> <ul style="list-style-type: none"> <li>• complies with all applicable laws, and all regulations, directions and notices of any relevant government, statutory or regulatory body and</li> <li>• obtains and maintains all permits, licenses, certifications, registrations, authorisations and approvals without any restriction or qualification whatsoever so as to enable the <i>Service Provider</i> to provide all services it is required to provide in connection with the Provision of the Service.</li> </ul> <p>20.6 Fees, penalties, fines or other charges imposed by law, regulation or by-law, or by any government, statutory or regulatory body in relation to the Service shall be the <i>Service Provider's</i> liabilities.”</p>	
<p><b>Cleaning Business Licence, landscape company register status and security agency license</b></p>	<p><b>Z4</b> Z4.1</p>	<p>Insert the following new clauses 20.7 to 20.9 to the Core clauses:</p> <p>20.7 The <i>Service Provider</i>:</p> <ul style="list-style-type: none"> <li>(a) (for so long as it directly provides cleaning services under the contract) ensures that it maintains a Class 1 Cleaning Business Licence throughout the Service Period,</li> <li>(b) declares to the <i>Service Manager</i> any change to its Cleaning Business Licence within one week of such change,</li> <li>(c) ensures that each Cleaning Subcontractor maintains a Class 1 Cleaning Business Licence throughout the Service Period, and declares to the <i>Service Provider</i> any change to its licence within one week of such change,</li> <li>(d) replaces any Cleaning Subcontractor that fails to maintain a Class 1 Cleaning Business Licence, with a Replacement Subcontractor within four weeks of such failure,</li> <li>(e) (for so long as it directly provides landscaping services under the contract) ensures that it maintains Landscape Company Register Status throughout the Service Period,</li> <li>(f) declares to the <i>Service Manager</i> any change to its Landscape Register Status within one week of such change,</li> <li>(g) ensures that each Landscape Subcontractor maintains Landscape Company Register Status throughout the Service Period, and declares to the <i>Service Provider</i> any change to its Landscape Register status within one week of such change,</li> <li>(h) replaces any Landscaping Subcontractor that fails to maintain Landscaping Company Register Status with a Replacement Subcontractor within four weeks such failure,</li> <li>(i) (for so long as it directly provides security services under the contract) ensures that it maintains a valid Security Agency License throughout the Service Period, and ensures that it is not convicted of a Specified Offence,</li> <li>(j) declares to the <i>Service Manager</i> any change to its Security Agency License or any conviction of a Specified Offence within one week of such change or conviction,</li> <li>(k) ensures that each Security Service Subcontractor maintains a valid Security Agency License throughout the Service Period and is not convicted of a Specified Offence at any time during the</li> </ul>	

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		<p>Service Period, and declares to the <i>Service Provider</i> any change to its Security Agency Licence status or any conviction of a Specified Offence within one week of such change or conviction and</p> <p>(l) replaces any Security Service Subcontractor that fails to maintain a valid Security Agency License with a Replacement Subcontractor within four weeks such failure.</p> <p>20.8 The <i>Service Provider</i> directly provides cleaning, landscaping or security services if any of its employees performs or supervises such services as the case may be.</p> <p>20.9 For the purposes of the contract</p> <p>(1) Cleaning Business Licence is the licence issued by the National Environment Agency under the Environmental Public Health Act 1987.</p> <p>(2) Cleaning Subcontractor is each Subcontractor (and each Subcontractor's subcontractors, including all levels of subcontracting) providing cleaning services required under the contract.</p> <p>(3) Landscape Company Register Status is the status of being listed on the Landscape Company Register administered by the National Parks Board.</p> <p>(4) Landscaping Subcontractor is each Subcontractor (and each Subcontractor's subcontractors, including all levels of subcontracting) providing landscaping services required under the contract.</p> <p>(5) Replacement Subcontractor is a Subcontractor approved by the <i>Service Manager</i> to replace an outgoing Subcontractor.</p> <p>(6) Security Agency License is a security agency's licence issued under the Private Security Industry Act 2007.</p> <p>(7) Security Service Subcontractor is each Subcontractor (and each Subcontractor's subcontractors, including all levels of subcontracting) providing security services required under the contract.</p> <p>(8) Specified Offence means any offence under the Central Provident Fund Act 1953, the Employment Act 1968, the Employment of Foreign Manpower Act 1990, the Work Injury Compensation Act 2019 or the Workplace Safety and Health Act 2006.</p>	
	Z4.2	<p>Amend the line reading "R1-R15, R18 or R21" in the Termination Table provided under clause 90.2 of the Core Clauses to read:</p> <ul style="list-style-type: none"> <li>• "R1-R15, R18, R21 or R22".</li> </ul>	Z4.2 and Z4.3 incorporates failure to comply with authority requirements as a reason for termination.
	Z4.3	<p>Insert the new clause 91.8:</p> <p>91.8 The <i>Client</i> may terminate the contract if the <i>Service Provider</i> fails to comply with Clause 20.7 requirements for Cleaning Business Licence, Landscape Company Register Status and Security Agency License(R22).</p>	
<b>Appointment of proposed Subcontractor</b>	<b>Z5</b> Z5.1	<p>Replace clause 24.2 with the following:</p> <p>"The <i>Service Provider</i> submits the name of each proposed Subcontractor to the <i>Service Manager</i> for acceptance. A reason for not accepting the proposed Subcontractor is that</p> <ul style="list-style-type: none"> <li>• the appointment will not allow the <i>Service Provider</i> to Provide the Service,</li> </ul>	Z5.1, Z5.2 and Z5.3 ensure that all subcontractors directly appointed by the <i>Service Provider</i> meets the Public Sector procurement requirements.

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		<ul style="list-style-type: none"> <li>• the Subcontractor is not registered with the Building and Construction Authority, or other government registration body approved by the Building and Construction Authority, as a registered contractor for the purposes of bidding for public sector contracts,</li> <li>• where Option C or E is used, the proposed prices and rates in the subcontract documents submitted by the Subcontractor are not competitive, substantially over-priced, substantially under-priced, or priced erratically.</li> </ul> <p>The <i>Service Provider</i> does not appoint a proposed Subcontractor until the <i>Service Manager</i> has</p> <ul style="list-style-type: none"> <li>• accepted the proposed Subcontractor and</li> <li>• to the extent these <i>conditions of contract</i> require, accepted the subcontract documents.”</li> </ul>	
	Z5.2	<p>Insert the following new clause 24.4:</p> <p>“The <i>Service Provider</i> ensures that, throughout the period a Subcontractor is carrying out work in connection with the contract, all of the following conditions continue to be met</p> <ul style="list-style-type: none"> <li>• the Subcontractor is registered with the Building and Construction Authority, or other government registration body.</li> </ul> <p>The <i>Service Provider</i> promptly informs the <i>Service Manager</i> if at any time any of the above conditions is not met.”</p>	
<b>Removal of Subcontractors</b>	Z5.3	<p>Insert the following new clause 24.5</p> <p>“The <i>Service Manager</i> may subsequently instruct the removal of any Subcontractor at any time. Upon such instruction, the <i>Service Provider</i> promptly takes all necessary steps to ensure that such Subcontractor ceases to carry out any work in connection with the contract. Reasons for removal of the Subcontractor include the reasons stated in clause 24.4”</p>	
<b>Compliance with Progressive Wage</b>	Z6 Z6.1	<p>Insert new clause 28:</p> <p>“28.1 Throughout the duration of the contract, a <i>Service Provider</i> who is PW Mark-Eligible:</p> <ul style="list-style-type: none"> <li>• maintains a valid Progressive Wage Mark or Progressive Wage Mark Plus issued by the relevant authority (individually and collectively, “PW Mark”),</li> <li>• ensures that each Subcontractor who is or becomes PW Mark-Eligible obtains and maintains a valid PW Mark throughout the duration of the contract,</li> <li>• notifies the <i>Service Manager</i> of any change to the PW Mark accreditation status of the <i>Service Provider</i> or any of its Subcontractors within one month after the change and</li> <li>• replaces any Subcontractor which, at any time during the period of the contract is PW Mark-Eligible but fails to maintain a valid PW Mark, with another Subcontractor accepted by the <i>Service Manager</i> within one month after the <i>Service Provider</i> being notified of such failure.</li> </ul> <p>The <i>Service Provider</i> complies with the above in respect of any replacement Subcontractor.</p>	<p>The Progressive Wage PW Mark (and PW Mark Plus) are accreditations that differentiate eligible suppliers that pay their PWM-eligible workers Progressive Wages, and all other local workers at least the Local Qualifying Salary and encourages consumers and corporate buyers to support them through their purchases. The PW Mark requirements are mandated for public sector procurement above \$1mil. Z6.1 incorporates the PW Mark contractual conditions into the contract and ensure the Contractor and Subcontractors maintain valid PW Mark during the contract</p>

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		<p>28.2 If at the Contract Date, the <i>Service Provider</i> who is PW Mark-Eligible has neither obtained nor applied for the PW Mark, the <i>Service Manager</i> has the right to exempt the <i>Service Provider</i> from maintaining a PW Mark for such period of time as determined by the <i>Service Manager</i>.</p> <p>28.3 If at the Contract Date, the <i>Service Provider</i> who is PW Mark-Eligible has applied for but has yet to successfully obtain the PW Mark, the <i>Service Provider</i>:</p> <ul style="list-style-type: none"> <li>• is exempted from maintaining a PW Mark during the period where the initial application for the PW Mark is being processed by the relevant authority. The <i>Service Manager</i> may extend the period of exemption by one or more consecutive periods as determined by the <i>Service Manager</i> and</li> <li>• notifies the <i>Service Manager</i> of the outcome of the <i>Service Provider's</i> application(s) for the PW Mark within one month after the date of receipt of the outcome of the application, and provides the <i>Service Manager</i> with the e-Certificate as proof of the successful application (if any).</li> </ul> <p>28.4 If a <i>Service Provider</i> who is not initially PW Mark-Eligible becomes PW Mark-Eligible at any point in time during the period of the contract, the <i>Service Provider</i></p> <ul style="list-style-type: none"> <li>• notifies the <i>Service Manager</i> on its eligibility for the PW Mark within one month after the first day of employment of the relevant Local Resident Worker(s) covered by the Sectoral Progressive Wages and/or Occupational Progressive Wages,</li> <li>• applies for a PW Mark by the end of the third month of employment of the relevant Local Resident Worker(s),</li> <li>• provides the <i>Service Manager</i> with proof of its application for a PW Mark within one month after the date of submission of the application,</li> <li>• notifies the <i>Service Manager</i> of the outcome of the <i>Service Provider's</i> application for PW Mark within one month after the date of receipt of the outcome of the application, and provides the <i>Service Manager</i> with the e-Certificate as proof of the successful application (if any) and</li> <li>• maintains a valid PW Mark for the remaining period of the contract.</li> </ul> <p>28.5 A <i>Service Provider</i> who is not PW Mark-Eligible:</p> <ul style="list-style-type: none"> <li>• ensures that each Subcontractor who is or becomes PW Mark-Eligible obtains and maintains a valid PW Mark throughout the period of the contract,</li> <li>• notifies the <i>Service Manager</i> of any change to any Subcontractor's PW Mark accreditation status within one month after the change and</li> <li>• replaces any Subcontractor which, at any time during the period of the contract is PW Mark-Eligible but fails to maintain a valid PW Mark, with another Subcontractor accepted by the <i>Service Manager</i> within one month after the <i>Service Provider</i> being notified of such failure.</li> </ul> <p>The <i>Service Provider</i> complies with the above in respect of any replacement Subcontractor.</p> <p>28.6 The <i>Client</i> has the right to terminate the contract by giving two months' prior notice to the <i>Service Provider</i> if the <i>Service Provider</i> fails to comply with any of the provisions in clauses 28.1, 28.3, 28.4 or 28.5.</p> <p>28.7 For the purposes of the contract, unless the context otherwise requires</p>	

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		<ul style="list-style-type: none"> <li>• PW Mark-Eligible, in relation to an employer, is an employer who is eligible to apply for a Progressive Wage Mark or Progressive Wage Mark Plus as the employer employs at least a Local Resident Worker covered by the prevailing Sectoral Progressive Wages or Occupational Progressive Wages.</li> <li>• Local Resident Worker is an employee who is a Singapore Citizen or Permanent Resident.</li> <li>• Sectoral Progressive Wages are the progressive wage structure implemented for specified sectors under the Progressive Wage Model.</li> <li>• Occupational Progressive Wages are the progressive wage structure implemented for specified occupations under the Progressive Wage Model.”</li> </ul>	
<p><b>Additional Progressive Wage Cost</b></p>	<p>Z6.2</p>	<p>Insert the following new clauses 28.8 to 28.11:</p> <p>28.8 The <i>Service Provider</i> notifies the <i>Service Manager</i> the full details of the Additional Progressive Wage Costs after obtaining the requisite accreditation from the Ministry of Manpower in respect of the execution and implementation of Additional Progressive Wage Requirements.</p> <p>28.9 The <i>Service Provider's</i> payment of Additional Progressive Wage Costs to meet Additional Progressive Wage Requirements is a compensation event.</p> <p>28.10 To the extent the <i>Service Provider's</i> implementation of any Additional Progressive Wage Requirement lapses or is terminated or suspended during the Service Period, the <i>Service Provider</i> loses the right to the Additional Progressive Wage Costs relating to such Additional Progressive Wage Requirement from that date.</p> <p>28.11 For the purposes of the contract</p> <ul style="list-style-type: none"> <li>• Additional Progressive Wage Costs are additional wage costs arising out of increases to workers' wages (such as increases to salary, allowances and Central Provident Fund contributions at the prevailing contribution rates) incurred by the <i>Service Provider</i> to meet the Additional Progressive Wage Requirements, but excludes any attendance, profit or other administrative costs pertaining to obtaining and maintaining any Progressive Wage Mark,</li> <li>• Additional Progressive Wage Requirements are requirements under the Progressive Wage Model requirements which are introduced after the Contract Date, including the introduction of new sectors or the revision of existing minimum wages).</li> <li>• Progressive Wage Model is the wage structure implemented by the Ministry of Manpower which helps to increase wages of workers through upgrading skills and improving productivity.</li> </ul>	<p>Z6.2 allows Additional Progressive Wage Cost as a compensation event. Additional Progressive Wage Cost are for changes to the requirements in the Progressive Wage that was not anticipated during the point of tender and award.</p>
	<p>Z6.3</p>	<p>Replace clause 63.1 with the following:</p> <p>“For a compensation event which only affects the quantities of work shown in the Price List, the changes to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.</p> <p>For a compensation event relating to meeting Additional Progressive Wage Requirements, the change to the Prices is assessed as the amount of the Additional Progressive Wage Costs.”</p>	

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<p><b>Data protection and security</b></p>	<p><b>Z7</b> Z7.1</p>	<p>Insert new clause 29:</p> <p>29.1 The <i>Service Provider</i> does not, and ensures that each Subcontractor and their personnel do not, access, monitor, use or process Project Data or Authority Data except as reasonably necessary to perform its obligations under the contract.</p> <p>29.2 The <i>Service Provider</i> does not, and ensures that all of its personnel, its Subcontractors and their personnel do not, disclose any Project Data or Authority Data without the prior consent of the <i>Client</i>.</p> <p>29.3 The <i>Service Provider</i> does not cause or permit Personal Data, obtained or held in connection with the contract, Project Data or Authority Data, to be processed, stored, accessed or otherwise transferred outside Singapore, or allow parties outside Singapore to have access to such data, unless (in each case) with the prior consent of the <i>Client</i> and subject to such conditions as the <i>Client</i> may impose. Any request for the <i>Client's</i> consent under this clause 29 includes an explanation of why the proposed transfer is necessary for the purposes of fulfilling the <i>Service Provider's</i> obligations under the contract. If consent is granted for the transfer of any data outside Singapore, the <i>Service Provider</i> provides an undertaking that the relevant data which is transferred outside Singapore will be protected to a comparable standard as Personal Data is protected under the PDPA.</p> <p>29.4 The <i>Service Provider</i> ensures that all Personal Data obtained or held in connection with the contract and any copy thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of the contract securely destroyed within [14] days after the expiry or termination of the contract. Any Personal Data that is retained by the <i>Service Provider</i> after such Personal Data is no longer necessary for the purposes of its performance of the contract, or without the authorisation of the <i>Client</i>, is a breach of the contract. No later than [14] days after the termination or expiry of the contract, the <i>Service Provider</i> must provide a confirmation to the <i>Client</i> that it is no longer in possession of any Personal Data obtained or held in connection with the contract or copies thereof, regardless of the medium of storage.</p> <p>29.5 The <i>Service Provider</i> complies, and ensures that its personnel and its Subcontractors and their personnel comply, with all applicable personal data laws (including the Personal Data Protection Act 2012) in performing obligations under the contract. The <i>Service Provider</i> keeps the <i>Client</i> indemnified against all penalties and liabilities of every kind for the breach of all such laws and obligations.</p> <p>29.6 The <i>Service Provider</i> takes all reasonable measures to ensure that Personal Data held in connection with the contract, Project Data and Authority Data is protected against loss or damage (whether accidental or otherwise), and against unauthorised access, use, modification, disclosure or other misuse and that only authorised personnel have access to such data.</p> <p>29.7 The <i>Service Provider</i> immediately notifies the <i>Client</i> as soon as it becomes aware, or has reason to suspect, that a disclosure of data may be required by law and cooperate and comply at its own cost with the <i>Client's</i> reasonable requests and directions.</p> <p>29.8 The <i>Service Provider</i> immediately notifies the <i>Client</i> when it becomes aware of a breach of this clause 29.</p> <p>29.9 The <i>Service Provider</i> in respect of any Personal Data held by it in connection with the contract, Project Data or Authority Data, complies with any reasonable requests, directions or guidelines of the <i>Client</i> relating to the handling of such data, at the <i>Service Provider's</i> own costs.</p> <p>29.10 Claims and proceedings by Others and compensation, costs, fines and penalties payable to Others which arise from or in connection with the <i>Service Provider</i> or a Subcontractor (a) breaching this clause 29 or (b) causing the <i>Client</i> to breach the PDPA are <i>Service Provider's</i> liabilities.</p> <p>29.11 For the purposes of this clause 29 (1) PDPA is the Personal Data Protection Act 2012 (or any successive legislative enactment).</p>	<p>Z7 incorporates requirements for data protection and security.</p>

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		<p>(2) Personal Data has the same meaning as “personal data” in the PDPA.</p> <p>(3) Project Data is data acquired or held in connection with the contract.</p> <p>(4) Authority Data is data in any form, whether hardcopy or softcopy, that</p> <p style="padding-left: 20px;">(a) belongs to the <i>Client</i>,</p> <p style="padding-left: 20px;">(b) is generated by the <i>Client</i>,</p> <p style="padding-left: 20px;">(c) is received from the <i>Client</i> for the purposes of the contract,</p> <p style="padding-left: 20px;">(d) is supplied or required to be supplied to the <i>Client</i> under the contract or</p> <p style="padding-left: 20px;">(e) is generated in the course of the contract.</p> <p>29.12 This clause 29 survives termination or expiry of the contract.</p>	
<p><b>Confidentiality of information supplied to Service Provider</b></p>	<p><b>Z8</b> Z8.1</p>	<p>Replace Clause 27 with the following</p> <p>“27.1 Except with the prior consent of the <i>Client</i>, the <i>Service Provider</i></p> <ul style="list-style-type: none"> <li>• treats as strictly confidential and does not disclose any Confidential Information to any person, save that Confidential Information may be disclosed to personnel of the <i>Service Provider</i> or its Subcontractors to the extent such disclosure is reasonably necessary for the performance of the <i>Service Provider’s</i> obligations under the contract and</li> <li>• only uses the Confidential Information for the sole purpose of performing the <i>Service Provider’s</i> obligations under the contract and must not use it for any other purpose.</li> </ul> <p>27.2 The <i>Service Provider</i> takes all reasonable precautions in dealing with Confidential Information to prevent any unauthorised person from having such access to such Confidential Information. The <i>Service Provider</i> procures that all its personnel and those of its Subcontractors to whom Confidential Information is to be made available observe the obligations contained in this clause 27.</p> <p>27.3 The <i>Service Provider</i> acknowledges that all Confidential Information constitutes “official information” that is subject to the Official Secrets Act 1935 and the <i>Service Provider</i> complies with such Act.</p> <p>27.4 The <i>Service Provider</i> does not publish or release, allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the contract in any media without the prior consent of the <i>Client</i>.</p> <p>27.5 The <i>Service Provider</i> immediately notifies the <i>Client</i> where the <i>Service Provider</i> becomes aware of any breach of this clause 27 by its personnel, any Subcontractor or any of the Subcontractor’s personnel and cooperate at its own cost with the <i>Client</i> to limit the extent and impact of such breach.</p> <p>27.6 The <i>Service Provider</i> acknowledges and agrees that breach of this clause 27 by the <i>Service Provider</i> will result in irreparable damage to the <i>Client</i> for which monetary damages alone would not be an adequate remedy. The <i>Service Provider</i> agrees that in the event of a breach or threatened breach of this clause 27 by the <i>Service Provider</i>, the <i>Client’s</i> rights shall be enforceable by specific performance, injunction and/or other equitable remedy, without the need to prove actual damage.</p> <p>27.7 For the purposes of the contract, Confidential Information is any information that the <i>Service Provider</i> obtains or has access to under, arising from or in relation to the contract, but excludes information that</p>	<p>Z8 aligns the confidentiality clause with the public procurement requirements.</p>

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		<ul style="list-style-type: none"> <li>• is or has become public knowledge otherwise than through a breach of agreement or other legal obligation or through the default or negligence of the <i>Service Provider</i>, any Subcontractor or any of their respective personnel,</li> <li>• is lawfully in the possession of the <i>Service Provider</i> or is already known to the <i>Service Provider</i> on a non-confidential basis prior to the <i>Service Provider</i> receiving or obtaining such information as a result of entering into the contract, as evidenced by records or</li> <li>• is independently developed by the <i>Service Provider</i>.</li> </ul> <p>27.8 This clause 27 survives the termination or expiry of the contract.”</p>	
<b>Factoring</b>	<b>Z9</b> Z9.1	<p>Insert the following new clause 57</p> <p>“57.1 Subject to clauses 57.2 to 57.8, the <i>Client</i> agrees to the <i>Service Provider</i> assigning its Receivables to any Factor, where</p> <ul style="list-style-type: none"> <li>• Factor is a person or organisation listed in the “List of Factoring Companies” at the Vendors@Gov website and has an approved vendor record in the Vendors@Gov system or other electronic invoicing system maintained by the <i>Client</i>,</li> <li>• Factored Invoice is an invoice issued by the <i>Service Provider</i> in respect of an assigned Receivable,</li> <li>• GST means goods and services tax charged under the Goods and Services Tax Act 1993,</li> <li>• Payee, in relation to a Receivable, is the person or organisation specified in the <i>Service Provider’s</i> invoice to the <i>Client</i> as the payee of such Receivable, and</li> <li>• Receivable is an amount payable by the <i>Client</i> to the <i>Service Provider</i> under the contract, subject to the <i>Client’s</i> rights against the <i>Service Provider</i> under the contract, at law or in equity, including the <i>Client’s</i> rights of deduction and set-off.</li> </ul> <p>57.2 The <i>Service Provider</i> warrants and represents to the <i>Client</i> and the <i>Service Manager</i> that it has not previously assigned such Receivable to any person other than the Payee of such Receivable.</p> <p>57.3 The <i>Service Provider</i> provides to the <i>Client</i> and the <i>Service Manager</i> any information in relation to the Payee and the factoring arrangement as the <i>Client</i> or the <i>Service Manager</i> may from time to time reasonably require.</p> <p>57.4 The <i>Service Provider’s</i> assignment of its Receivable to any Factor is without prejudice to the <i>Client’s</i> rights against the <i>Service Provider</i> under the contract, at law or in equity, including the <i>Client’s</i> rights of deduction and set-off.</p> <p>57.5 The <i>Service Provider</i> ensures that:</p> <ul style="list-style-type: none"> <li>• each Factored Invoice indicates a Factor as the Payee,</li> <li>• it does not issue any Factored Invoice indicating a person that is not a Factor as the Payee,</li> <li>• where any Factored Invoice is in respect of goods or services on which GST is chargeable by the <i>Service Provider</i>, the Payee is indicated as the payee of the entire amount (including GST) of such Factored Invoice, unless the <i>Client</i> agrees otherwise and</li> </ul>	Z9 includes the conditions for auto-approval of Factoring used in public sector contracts

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		<ul style="list-style-type: none"> <li>• where payment of the Receivable to the Factor is subject to withholding tax under Singapore law, the <i>Service Provider</i> gives prior notice of this to the <i>Client</i> and the <i>Service Manager</i> and complies with all reasonable invoicing directions of the <i>Client</i> and the <i>Service Manager</i> in connection with such withholding.</li> </ul> <p>57.6 The <i>Service Provider</i> acknowledges and agrees that</p> <ul style="list-style-type: none"> <li>• neither the <i>Client</i> nor the <i>Service Manager</i> is required to verify whether <ul style="list-style-type: none"> <li>- payment of any Factored Invoice to the Payee is in accordance with a valid factoring arrangement or</li> <li>- the <i>Service Provider</i> has complied with clause 57.5,</li> </ul> </li> <li>• payment made by the <i>Client</i> to the Payee in respect of any Factored Invoice constitutes a full discharge of the <i>Client's</i> payment obligations to the <i>Service Provider</i> in respect of such Factored Invoice,</li> <li>• where a Factored Invoice includes GST, payment made by the <i>Client</i> to the Payee in respect of such GST shall constitute a full discharge of the <i>Client's</i> payment obligations to the <i>Service Provider</i> in respect of such GST,</li> <li>• if the <i>Service Provider</i> issues a Factored Invoice which indicates a Payee that is not a Factor, the <i>Client</i> or the <i>Service Manager</i> has the right to reject such invoice and require the <i>Service Provider</i> to reissue such invoice indicating either the <i>Service Provider</i> or a Factor as the Payee and</li> <li>• in the event withholding taxes are imposed by the tax authorities on any payment made pursuant to a Factored Invoice and such withholding taxes have not already been withheld by the <i>Client</i> by way of deduction without any obligation to gross up, the <i>Service Provider</i> indemnifies and holds the <i>Client</i> harmless from and against all such withholding taxes and any other losses incurred or suffered by the <i>Client</i> arising in connection with such withholding tax.</li> </ul> <p>57.7 The <i>Service Provider</i> ensures that all its invoices that are not factored do not indicate a Factor as the Payee. If the <i>Service Provider</i> indicates a Factor as the Payee in any invoice that is not factored, payment made by the <i>Client</i> to the Payee in respect of such invoice shall constitute a full discharge of the <i>Client's</i> payment obligations to the <i>Service Provider</i> in respect of such invoice.</p> <p>57.8 The <i>Client</i> or the <i>Service Manager</i> (acting on behalf of the <i>Client</i>) may at any time (whether before or after receiving a Factored Invoice) withdraw the <i>Client's</i> consent to any factoring arrangement by giving notice to the <i>Service Provider</i> and the Factor, and upon such withdrawal of consent</p> <ul style="list-style-type: none"> <li>• the <i>Client</i> pays all Receivables to the <i>Service Provider</i> without being liable to the <i>Service Provider</i> or the Factor for any losses and</li> <li>• the <i>Service Provider</i> reissues any Factored Invoice if required by the <i>Client</i> or the <i>Service Manager</i>.”</li> </ul>	
<b>Replying to notification of a compensation event</b>	<b>Z10</b> Z10.1	Replace the words “one week” in clause 61.4 with “four weeks”.	Z10.1 and Z11.1 amend the response timelines to align with current practices.
<b>Replying to quotations for a compensation event</b>	<b>Z11</b> Z11.1	Replace the words “two weeks” in clause 62.3 with “four weeks”.	
<b>Service Provider's liabilities relating to claims and proceedings from Others</b>	<b>Z12</b> Z12.1	Insert the following at the end of the first bullet point in clause 81.1: “, including infringement or any patent rights, design, trademark name or copyright or other protected rights”.	Z12.1 includes losses arising from the infringement of Patents, Trademarks, Copyrights, etc. for Service Provider's design to be under the Service Provider's liabilities.

Description	Reference No.	Z Clauses	Remarks															
<b>Joint and Several Liability</b>	<b>Z13</b> Z13.1	Insert the following new clause 81.2:  "If the <i>Service Provider</i> is a joint venture partnership, the individual partners or companies comprising the <i>Service Provider</i> are jointly and severally liable to the <i>Client</i> ."	Z13 to be included if Option X8 is adopted.  Z13 caters for joint venture partnership where individual partners or companies comprising the <i>Service Provider</i> are jointly and severally liable to the Employer under this Contract.															
	Z13.2	Replace clause X8.1 with the following:  "X8.1 The <i>Service Provider</i> gives <i>undertakings</i> to <i>Others</i> as stated in the Contract Data. Where the <i>Service Provider</i> is a joint venture partnership, the individual partners or companies comprising the <i>Service Provider</i> give joint and several <i>undertakings to Others</i> , and joint and several undertakings to the <i>Client</i> undertaking to perform the contract jointly and severally."																
<b>Insurance Cover</b>	<b>Z14</b> Z14.1	Replace clause 83.3 with the following  "The <i>Service Provider</i> maintains all insurance policies stated in the Insurance Table. Except for the policies required under the Work Injuries Compensation Act 2019 or regulations (including any subsequent amendment or re-enactment of the Act or regulations), the insurance policies are in the joint names of the Parties and the <i>Client's</i> interests are noted as "Principal" (for the <i>Client's</i> liability) or as an "Additional Insured" with a "cross liability" provision (for third party liability). The insurance policies provide cover from the <i>start date</i> until two weeks after the end of the Service Period.  <table border="1" data-bbox="845 877 1647 1675"> <thead> <tr> <th colspan="3">INSURANCE TABLE</th> </tr> <tr> <th>Row No.</th> <th>INSURANCE AGAINST</th> <th>MINIMUM AMOUNT OF COVER</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Personal injury or death of any person arising out of or in connection with the Provision of the Service.</td> <td>The amount stated in the Contract Data for any one event with cross liability such that the insurance applies to each Party separately.</td> </tr> <tr> <td>2</td> <td>Policies required under the Work Injuries Compensation Act 2019 or regulations (including any subsequent amendment or re-enactment of the Act or regulations)</td> <td>The greater of the amount required under such Act and the amount stated in the Contract Data for any one event.</td> </tr> <tr> <td>3</td> <td>Loss or damage to any property (including Plant and Materials, Equipment and equipment provided by the <i>Client</i> to the <i>Service Provider</i>) arising out of or in connection with the Provision of the Service.</td> <td>The amount stated in the Contract Data for any one event with cross liability such that the insurance applies to each Party separately.</td> </tr> </tbody> </table>	INSURANCE TABLE			Row No.	INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	1	Personal injury or death of any person arising out of or in connection with the Provision of the Service.	The amount stated in the Contract Data for any one event with cross liability such that the insurance applies to each Party separately.	2	Policies required under the Work Injuries Compensation Act 2019 or regulations (including any subsequent amendment or re-enactment of the Act or regulations)	The greater of the amount required under such Act and the amount stated in the Contract Data for any one event.	3	Loss or damage to any property (including Plant and Materials, Equipment and equipment provided by the <i>Client</i> to the <i>Service Provider</i> ) arising out of or in connection with the Provision of the Service.	The amount stated in the Contract Data for any one event with cross liability such that the insurance applies to each Party separately.	Z14 amends the insurance coverage to align with the local requirements and practices.
	INSURANCE TABLE																	
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Z14.2	Insert the following new clause 9 in the Short Schedule of Cost Components  " <b>Insurance premiums and cost of obtaining and maintaining guarantees</b>  The following components of the cost of obtaining and maintaining insurance and guarantees: <ul style="list-style-type: none"> <li>The insurance premiums for the insurances in the Insurance Table.</li> </ul>																	

Description	Reference No.	Z Clauses	Remarks
		<ul style="list-style-type: none"> <li>The cost of obtaining and maintaining the Security Deposit Guarantee if Option X4 (Performance Guarantee) is used.”</li> </ul>	
<b>Option W</b>	<b>Z15</b> Z15.1	Delete Option W1 and W2.	W1 to W2 are not applicable in Singapore. GPEs to adopt either new Options W4 or W5
<b>Option X4: Security Deposit Guarantee</b>	<b>Z16</b> Z16.1	<p>Replace clause X4 with the following:</p> <p>“X4.1 The <i>Service Provider</i> gives the <i>Client</i> a Security Deposit Guarantee for the amount stated in the Contract Data and in the form set out in the Scope. If the Security Deposit Guarantee was not given by the Contract Date, it is given to the <i>Client</i> within two weeks of the Contract Date.</p> <p>X4.2 The <i>Service Provider</i> ensures that the Security Deposit Guarantee remains effective until twelve weeks after the completion of all the <i>Service Provider’s</i> obligations under the contract.</p> <p>X4.3 If the <i>Service Provider’s</i> obligations under the contract are unlikely to be completed before the expiry date of the Security Deposit Guarantee, the <i>Service Provider</i> without demand, secures its renewal or obtains a new Security Deposit Guarantee for the same amount and on the same terms as the expiring Security Deposit Guarantee but with a validity period ending not less than twelve weeks after the estimated date of completion of all the <i>Service Provider’s</i> obligations under the contract, and delivers the same to the <i>Client</i>. If such renewal or new Security Deposit Guarantee is not deposited with the <i>Client</i> at least four weeks before the expiry date of the expiring Security Deposit Guarantee, the <i>Client</i> has the right to call on the expiring Security Deposit Guarantee.</p> <p>X4.4 The <i>Client</i> may draw on the Security Deposit Guarantee to satisfy any amount as may become due to the <i>Client</i> under the contract.</p> <p>X4.5 The <i>Client</i> may make a demand on the Security Deposit Guarantee as soon as it is satisfied that the conditions for drawing on the Security Deposit Guarantee have been fulfilled, notwithstanding that the <i>Service Provider</i> disputes the same.”</p> <p>X4.6 The <i>Client’s</i> rights under this clause X4 shall be without prejudice to any other rights and remedies available to the <i>Client</i>.</p> <p>X4.7 A Security Deposit Guarantee is</p> <ul style="list-style-type: none"> <li>a guarantee issued by a participating financial institution under the eGuarantee@Gov programme meeting the requirements set out in the Scope or</li> <li>(provided the <i>Client’s</i> prior consent is obtained) a guarantee in the form set out in the Scope or in such other form as may be reasonably required by the <i>Client</i> and issued by: <ul style="list-style-type: none"> <li>(a) a bank or insurance company registered with the Monetary Authority of Singapore or</li> <li>(b) a licensed finance company registered with the Monetary Authority of Singapore.”</li> </ul> </li> </ul>	<p>Z16 and Z17 are to be included if Option X4 is adopted.</p> <p>Z16 and Z17 are cater to public sector procurement requirements for guarantees to be from bank or Singapore (MAS)-approved insurance company and in the prescribed form (i.e. on-demand bond template)</p> <p>Drafting Note to Users: The Scope should describe the form of the guarantee as follows: “The On-Demand Guarantee shall be a guarantee issued under the eGuarantee@Gov programme with the template reference code [X] [<i>Client to specify Guarantee Template Reference Code e.g. GOV_UT</i>] and [<i>specify any other data fields required by Client, e.g. case reference number</i>].</p>
<b>X4: Security Deposit Guarantee in Contract Data</b>	<b>Z17</b> Z17.1	<p>Replace X4 in Contract Data with the following:</p> <p>“<b>X4: Security Deposit Guarantee</b></p> <p>If Option X4 is used</p> <p>The amount of security deposit is _____”</p>	