OPTION Z: ADDITIONAL CONDITIONS OF CONTRACT

Description	Ref No.	Z clauses	Remarks
-	*-*	General This Option Z adds or amends NEC4 ECC core and secondary clauses to cater to local public sector procurement requirements and local practices. These Z-clauses will apply to all NEC4 ECC payment options unless otherwise stated. This Option Z will be made available on BCA website. Government Procuring Entities (GPEs) adopting NEC4 ECC 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. 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 *Contractor* is to do the work in the contract as this is part of the function of the Scope.	-
Additional conditions of contract	*Z1* *Z1.1*	The *additional conditions of contract* stated in the Contract Data are part of the contract.	-
Provisional Sum Items	*Z2* *Z2.1*	Insert the following new clause 11.2(14A): "Provisional Sum Items are items of work stated as such in the contract and only executed or provided if and to the extent instruction for execution or provision is given in writing by the *Project Manager*."	**Optional clause**. Z2.1 allows *Client* the flexibility to include Provisional Sum(s) catering for anticipated or known works but the extent or costs are unknown at the point of tender.
	Z2.2	Insert the following after the words "in an instruction given in accordance with the contract" in clause 11.2(16): ", including an instruction by the *Project Manager* to execute or provide any Provisional Sum Item."	
	Z2.3	Insert the following after the words "or a Key Date" in clause 14.3:	

Description	Ref No.	Z clauses	Remarks
		", including an instruction by the *Project Manager* to execute or provide any Provisional Sum Item."	
	Z2.4	Insert the following new clause 60.1(1A): "(1A) The *Project Manager* gives an instruction to execute or provide any Provisional Sum Item."	
Interpretation and the law	**Z3** Z3.1	Insert the following new clause 12.5: "In the contract, unless a contrary intention appears • the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation, • 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), • 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", • 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, • day means calendar day and • 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."	Z3.1 makes clear the contract intention and interpretation.
Removal of individuals	**Z4** Z4.1	Insert the following new clause 24.3:	Z4.1 allows PM to remove incompetent or negligent

Description	Ref No.	Z clauses	Remarks
from Work Areas		"The *Contractor* provides only persons who are careful, skilled and experienced in their respective vocations, trades and callings to carry out the contract. The *Project Manager* may require the *Contractor* to remove immediately from the Working Areas any person (including persons provided by Subcontractors) who in the opinion of the *Project Manager* has behaved inappropriately or is incompetent or negligent and whose continued presence is undesirable or unacceptable. The *Contractor* does not allow such person in the Working Areas again without the prior permission of the *Project Manager*."	individuals from the Working Areas if necessary.
Appointment of proposed subcontractor	*Z5* *Z5.1*	Replace clause 26.2 with the following: "The *Contractor* submits the name of each proposed Subcontractor to the *Project Manager* for acceptance. A reason for not accepting the proposed Subcontractor is that • the appointment will not allow the *Contractor* to Provide the Works, • 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, • the Subcontractor is disqualified under the Safety Disqualification Framework administered and published by the Ministry of Manpower or • where Options C, D, E or F are 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. The *Contractor* does not appoint a proposed Subcontractor until the *Project Manager* has • accepted the proposed Subcontractor and • to the extent these *conditions of contract* require, accepted the subcontract documents."	Z5.1, Z5.2 and Z5.3 ensure that all subcontractors directly appointed by the *Contractor* meets the Public Sector procurement requirements.

Description	Ref No.	Z clauses	Remarks
	Z5.2	Insert the following new clause 26.5: "The *Contractor* 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 • the Subcontractor is 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, and • the Subcontractor is not disqualified under the Safety Disqualification Framework administered and published by the Ministry of Manpower. The *Contractor* promptly informs the *Project Manager* if at any time any of the above conditions is not met."	
	Z5.3	Insert the following new clause 26.6: "The *Project Manager* may subsequently instruct the removal of any Subcontractor at any time. Upon such instruction, the *Contractor* 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 26.2."	
Compliance with Progressive Wage	**Z6** *Z6.1*	Insert the following new clauses 27.5 to 27.11: "27.5 Throughout the duration of the contract, a *Contractor* who is PW Mark-Eligible • maintains a valid Progressive Wage Mark or Progressive Wage Mark Plus issued by the relevant authority (individually and collectively, "PW Mark"), • ensures that each Subcontractor who is or becomes PW Mark-Eligible obtains and maintains a valid PW Mark throughout the duration of the contract,	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

Description	Ref No.	Z clauses	Remarks
		• notifies the *Project Manager* of any change to the PW Mark accreditation status of the *Contractor* or any of its Subcontractors within one month after the change and • 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 *Project Manager* within one month after the *Contractor* being notified of such failure. The *Contractor* complies with the above in respect of any replacement Subcontractor. 27.6 If at the Contract Date, the *Contractor* who is PW Mark-Eligible has neither obtained nor applied for the PW Mark, the *Project Manager* has the right to exempt the *Contractor* from maintaining a PW Mark for such period of time as determined by the *Project Manager*. 27.7 If at the Contract Date, the *Contractor* who is PW Mark-Eligible has applied for but has yet to successfully obtain the PW Mark, the *Contractor* • 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 *Project Manager* may extend the period of exemption by one or more consecutive periods as determined by the *Project Manager* and • notifies the *Project Manager* of the outcome of the *Contractor's* application(s) for the PW Mark within one month after the date of receipt of the outcome of the application, and provides the *Project Manager* with the e-Certificate as proof of the successful application (if any). 27.8 If a *Contractor* who is not initially PW Mark-Eligible becomes PW Mark-Eligible at any point in time during the period of the contract, the *Contractor* • notifies the *Project Manager* 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,	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.

Description	Ref No.	Z clauses	Remarks
		• applies for a PW Mark by the end of the third month of employment of the relevant Local Resident Worker(s), • provides the *Project Manager* with proof of its application for a PW Mark within one month after the date of submission of the application, • notifies the *Project Manager* of the outcome of the *Contractor's* application for PW Mark within one month after the date of receipt of the outcome of the application, and provides the *Project Manager* with the e-Certificate as proof of the successful application (if any) and • maintains a valid PW Mark for the remaining duration of the contract. 27.9 A *Contractor* who is not PW Mark-Eligible: • ensures that each Subcontractor who is or becomes PW Mark-Eligible obtains and maintains a valid PW Mark throughout the duration of the contract, • notifies the *Project Manager* of any change to any Subcontractor's PW Mark accreditation status within one month after the change and • 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 *Project Manager* within one month after the *Contractor* being notified of such failure. The *Contractor* complies with the above in respect of any replacement Subcontractor. 27.10 The *Client* has the right to terminate the contract by giving two months' prior notice to the *Contractor* if the *Contractor* fails to comply with any of the provisions in clauses 27.5, 27.7, 27.8 or 27.9. 27.11 For the purposes of the contract, unless the context otherwise requires	

Description	Ref No.	Z clauses	Remarks
		(1) 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. (2) Local Resident Worker is an employee who is a Singapore Citizen or Permanent Resident. (3) Sectoral Progressive Wages are the progressive wage structure implemented for specified sectors under the Progressive Wage Model. (4) Occupational Progressive Wages are the progressive wage structure implemented for specified occupations under the Progressive Wage Model."	
Confidentiality of information supplied to Contractor	*Z7* *Z7.1*	Replace clause 29 with the following: 29.1 Except with the prior consent of the *Client*, the *Contractor* • 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 *Contractor* or its Subcontractors to the extent such disclosure is reasonably necessary for the performance of the *Contractor's* obligations under the contract and • only uses the Confidential Information for the sole purpose of performing the *Contractor's* obligations under the contract and must not use it for any other purpose. 29.2 The *Contractor* takes all reasonable precautions in dealing with Confidential Information to prevent any unauthorised person from having such access to such Confidential Information. The *Contractor* 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 29. 29.3 The *Contractor* acknowledges that all Confidential Information constitutes "official information" that is subject to the Official Secrets Act 1935 and the *Contractor* complies with such Act. 29.4 The *Contractor* 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	Z7 aligns the confidentiality clause with the public procurement requirements.

Description	Ref No.	Z clauses	Remarks
		pertaining to any part of the obligations to be performed under the contract in any media without the prior consent of the *Client*.	
		29.5 The *Contractor* immediately notifies the *Client* where the *Contractor* becomes aware of any breach of this clause 29 by its personnel, any Subcontractor or any of the Subcontractor's personnel and cooperate at its own cost with the *Client* to limit the extent and impact of such breach.	
		29.6 The *Contractor* acknowledges and agrees that breach of this clause 29 by the *Contractor* will result in irreparable damage to the *Client* for which monetary damages alone would not be an adequate remedy. The *Contractor* agrees that in the event of a breach or threatened breach of this clause 29 by the *Contractor*, the *Client's* rights shall be enforceable by specific performance, injunction and/or other equitable remedy, without the need to prove actual damage.	
		29.7 For the purposes of the contract, Confidential Information is any information that the *Contractor* obtains or has access to under, arising from or in relation to the contract,	
		but excludes information that	
		• 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 *Contractor,* any Subcontractor or any of their respective personnel,	
		• is lawfully in the possession of the *Contractor* or is already known to the *Contractor* on a non-confidential basis prior to the *Contractor* receiving or obtaining such information as a result of entering into the contract, as evidenced by records or	
		• is independently developed by the *Contractor*.	
		29.8 This clause 29 survives the termination or expiry of the contract.	
Certifying Completion Date	*Z8* *Z8.1*	Replace clause 30.2 with the following: "The *Contractor* notifies the *Project Manager* when the *Contractor* considers that Completion has taken place. Within three weeks after the receipt of such notice, the *Project Manager* either: • certifies that Completion has taken place and the date of such Completion or	Under the existing NEC Cl 30.2, the *Project Manager* decides the date for Completion and certifies it within a week of the date.

Description	Ref No.	Z clauses	Remarks
		• gives instructions to the *Contractor* specifying all the works which in the opinion of the *Project Manager* are required to be done by the *Contractor* before Completion can be considered to have taken place. The *Project Manager* has the discretion to exercise either of the powers above even if the *Contractor* has not given any notice of Completion to the *Project Manager*."	Z8.1 amends Cl 30.2 to require the *Contractor* to give notice to the *Project Manager* when the *Contractor* considers that the Works are completed and for the *Project Manager* to certify within 3 weeks. This is to align the certification requirements with current practices.
Factoring	*Z9* *Z9.1*	Insert the following new clause 57: "57.1 Subject to clauses 57.2 to 57.8, the *Client* agrees to the *Contractor* assigning its Receivables to any Factor, where • 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 *Client*, • Factored Invoice is an invoice issued by the *Contractor* in respect of an assigned Receivable, • GST means goods and services tax charged under the Goods and Services Tax Act 1993. • Payee, in relation to a Receivable, is the person or organisation specified in the *Contractor's* invoice to the *Client* as the payee of such Receivable and • Receivable is an amount payable by the *Client* to the *Contractor* under the contract, subject to the *Client's* rights against the *Contractor* under the contract, at law or in equity, including the *Client's* rights of deduction and set-off.	Z9.1 includes the conditions for auto-approval of Factoring used in public sector contracts.

Description	Ref No.	Z clauses	Remarks
		57.2 The *Contractor* warrants and represents to the *Client* and the *Project Manager* that it has not previously assigned such Receivable to any person other than the Payee of such Receivable.	
		57.3 The *Contractor* provides to the *Client* and the *Project Manager* any information in relation to the Payee and the factoring arrangement as the *Client* or the *Project Manager* may from time to time reasonably require.	
		57.4 The *Contractor's* assignment of its Receivable to any Factor is without prejudice to the *Client's* rights against the *Contractor* under the contract, at law or in equity, including the *Client's* rights of deduction and set-off.	
		57.5 The *Contractor* ensures that:	
		• each Factored Invoice indicate a Factor as the Payee,	
		• it does not issue any Factored Invoice indicating a person that is not a Factor as the Payee,	
		• where any Factored Invoice is in respect of goods or services on which GST is chargeable by the *Contractor*, the Payee is indicated as the payee of the entire amount (including GST) of such Factored Invoice, unless the *Client* agrees otherwise and	
		• where payment of the Receivable to the Factor is subject to withholding tax under Singapore law, the *Contractor* gives prior notice of this to the *Client* and the *Project Manager* and complies with all reasonable invoicing directions of the *Client* and the *Project Manager* in connection with such withholding.	
		57.6 The *Contractor* acknowledges and agrees that	
		• neither the *Client* nor the *Project Manager* is required to verify whether	
		- payment of any Factored Invoice to the Payee is in accordance with a valid factoring arrangement or	

Description	Ref No.	Z clauses	Remarks
		- the *Contractor* has complied with clause 57.5, • payment made by the *Client* to the Payee in respect of any Factored Invoice constitutes a full discharge of the *Client's* payment obligations to the *Contractor* in respect of such Factored Invoice, • where a Factored Invoice includes GST, payment made by the *Client* to the Payee in respect of such GST shall constitute a full discharge of the *Client's* payment obligations to the *Contractor* in respect of such GST, • if the *Contractor* issues a Factored Invoice which indicates a Payee that is not a Factor, the *Client* or the *Project Manager* has the right to reject such invoice and require the *Contractor* to reissue such invoice indicating either the *Contractor* or a Factor as the Payee and • 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 *Client* by way of deduction without any obligation to gross up, the *Contractor* indemnifies and holds the *Client* harmless from and against all such withholding taxes and any other losses incurred or suffered by the Client arising in connection with such withholding tax. 57.7 The *Contractor* ensures that all its invoices that are not factored do not indicate a Factor as the Payee. If the *Contractor* indicates a Factor as the Payee in any invoice that is not factored, payment made by the *Client* to the Payee in respect of such invoice shall constitute a full discharge of the *Client's* payment obligations to the *Contractor* in respect of such invoice. 57.8 The *Client* or the *Project Manager* (acting on behalf of the *Client*) may at any time (whether before or after receiving a Factored Invoice) withdraw the *Client's* consent to any factoring arrangement by giving notice to the *Contractor* and the Factor, and upon such withdrawal of consent:	

Description	Ref No.	Z clauses	Remarks
		• the *Client* shall be entitled to pay all Receivables to the *Contractor* without being liable to the *Contractor* or the Factor for any losses and • the *Contractor* reissues any Factored Invoice if required by the *Client* or the *Project Manager*."	
Replying to notification of a compensation event	**Z10** *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.
Replying to quotations for a compensation event	**Z11** *Z11.1*	Replace the words "two weeks" in clause 62.3 with "four weeks".	
Contractor's liabilities relating to claims and proceedings from Others	**Z12** *Z12.1*	Insert the following at the end of the first bullet point in clause 81.1: ", including infringement of 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 *Contractor*'s design to be under the *Contractor*'s liabilities.
Joint and Several Liability	**Z13** *Z13.1*	Insert the following new clause 81.2: "If the *Contractor* is a joint venture partnership, the individual partners or companies comprising the *Contractor* are jointly and severally liable to the *Client*."	**Z13.2 to be included if Option X8 is adopted.** Z13 caters for joint venture partnership where individual partners or companies comprising the *Contractor* are jointly and severally liable to the Employer under this Contract.
	Z13.2	Replace clause X8.1 with the following: "X8.1 The *Contractor* gives *undertakings* to *Others* as stated in the Contract Data. Where the *Contractor* is a joint venture partnership, the individual partners or companies comprising the	

Description	Ref No.	Z clauses	Remarks
		Contractor give joint and several *undertakings to Others,* and joint and several undertakings to the *Client* undertaking to perform the contract jointly and severally."	
Insurance Cover	*Z14* *Z14.1*	Replace clause 83.3 with the following "The *Contractor* 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 reenactment of the Act or regulations), the insurance policies are in the joint names of the Parties and the *Client's* interests are noted as "Principal" (for the *Client's* liability) or as an "Additional Insured" with a "cross liability" provision (for third party liability). The insurance policies provide cover until two weeks after the Completion. During the period commencing on Completion until the *defects date*, the *Contractor* maintains insurance policies in respect of damage, loss or injury arising from a cause occurring before Completion.	Z14.1 amends the insurance coverage to align with the local requirements and practices.

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INSURANCE TABLE

ROW NO.	INSURANCE AGAINST	MINIMUM AMOUNT OF COVER
1	Loss of or damage to the *works*, Plant and Materials delivered on or adjacent to the Site for incorporation into the *works*, and any structures or other works erected on or adjacent to the Site	Total of the Prices at the Contract Date
2	Personal injuries or death of any person arising out of or in the course of or by reason of the carrying out of the *works*	The amount stated in the Contract Data for any one event with cross liability such that the insurance applies to each Party separately
3	Damage to property (except the *works*, Plant and Materials and Equipment) arising out of or in the course of or by reason of carrying out the works and caused by negligence, omission, breach of contract or default by the *Contractor* or any Subcontractor or any other person responsible for any Plant and Materials	The amount stated in the Contract Data for any one event with cross liability such that the insurance applies to each Party separately

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Description	Ref No.		Z clauses		Remarks	
		4	Loss or damage that the *Client* may incur or sustain due to injury or damage of any kind to property real or personal (including property of the *Client* but not the *works* themselves) caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the *works* except injury or damage:	The amount stated in the Contract Data for any one event with cross liability such that the insurance applies to each Party separately		
			• caused by negligence, omission, breach of contract or default by the *Contractor* or any Subcontractor or any other person responsible for any Plant and Materials;			
			• attributable to any error or omission in the design of the *works* (other than the work for the design of which the *Contractor* is responsible under the contract);			
			• from any of the "excepted risks" defined below.			
			For the purposes of this clause 83.3, "excepted risks" are, insofar as they occur in Singapore and directly affect the execution of the *works*:			
			(i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies;			
			(ii) rebellion, revolution, insurrection or military or usurped power or civil war;			
			(iii) riot, commotion or disorder, unless solely restricted to employees of the *Contractor* or of its			

Description	Ref No.	Z clauses		Remarks
		Subcontractors and arising from the Provision of the *works*; or (iv) radioactive contamination.		
		5 Policies required under the Work Injury 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	
Option C	**Z15** Z15.1	Insert the following new clause 11.2(28) in Option C: "The People Rates are the *people rates* unless later changed in accordance with the contract."		**Optional clause**. Z15.1 is added to align with the changes made to the Schedule of Cost Components (refer to Z20.1). Z15.2 is added to provide some flexibility for the assessment of People Rates. Otherwise, any missing rates would not be considered as Defined Costs.
	Z15.2	Insert the following new clause 63.18 in Option C: "If the People Rates do not include a rate for a category of persons required, the *Project Manager* and *Contractor* may agree a new rate. If they do not agree, the *Project Manager* assesses a reasonable rate. The agreed or assessed rate becomes the People Rate for that category of persons."		
Option W	**Z16** Z16.1	Delete Option W1, W2 and W3.		W1 to W3 are not applicable in Singapore. GPEs to adopt either new Options W4 or W5.
Option X10 Information Modelling	**Z17** Z17.1	Insert the following new sub-clauses in clause X10.1: "(6) The Common Data Environment (CDE) is a common or single source for collating, managing and disseminating the Information Model for facilitating collaboration between the Parties and Others pursuant to the contract.		**Z17 to be included if Option X10 is adopted.** Z17.1 and Z17.2 are added to improve digital collaboration by

Description	Ref No.	Z clauses	Remarks
		(7) An Information Originator is any Party which sends out information and/or documentation for the Information Model. (8) An Information Receiver is any Party or Subcontractor of that Party which receives information and/or documentation from an Information Originator. (9) Metadata is data that describes information and/or documentation delivered by an Information Originator for facilitating the sorting and filtering such information and/or documentation. Metadata includes but is not limited to the date of creation or modification, date of submission, file type, file name, author, receiver, title and reference number."	explicitly defining a common data environment, documentation and metadata as well as introducing the responsibilities and rights of "information originators" and "information receivers" at all levels.
	Z17.2	Replace clause X10.2 with the following: "(1) The *Contractor* collaborates with other Information Providers as stated in the Information Model Requirements. (2) The Information Receiver has the discretion to ask the Information Originator to send the information, documentation and/or Metadata in a digital format as required by the Information Receiver provided this is compatible with the CDE. The Information Originator shall not refuse to provide the digital format of the Project Information, documentation and/or Metadata as required by the Information Receiver unless otherwise required by the *Project Manager*. (3) Unless otherwise required by the *Project Manager*, the Information Originator shall mutually agree with the Information Receiver and record in writing the digital format. (4) The Information Originator shall upload the information, documentation and/or Metadata to the CDE. (5) The Information Originator shall provide the digital format of the information, Documentation, and/or Metadata to the Information Receiver as quickly as possible, and always within two weeks of receiving the request.	

Description	Ref No.	Z clauses	Remarks
		(6) The Information Originator is required to provide updated information, documentation and/or Metadata to the Information Receiver if the Information Originator considers the previous version has become outdated or obsolete."	
	Z17.3	Delete "two weeks" from clause X10.4(2) and replace with "four weeks".	Z17.3, Z17,4, Z17.5 and Z17.6 are added to align to current industry practice for BIM.
	Z17.4	Insert the following after the words "Project Information" in clause X10.4(4) "and Information Model"	
	Z17.5	Replace clause X10.6 with the following: "The *Client* owns the Information Model and all intellectual property rights in the Information Model and all rights over Project Information except as stated otherwise in the Information Model Requirements. The *Contractor* assigns and transfers absolutely to the *Client* all rights, title and interest in the Project Information. The *Contractor* ensures that each of its Subcontractors assigns and transfers absolutely to the *Client* all rights, title and interest in information and models prepared by the Subcontractor. The *Contractor* provides to the *Client* the documents which transfer these rights to the *Client* within two weeks of Completion."	
	Z17.6	Replace clause X10.7(1) with the following: "The *Client* is liable for • A fault in the Information Model unless such fault is caused by a Defect in the Project Information or in information provided by any employee, Subcontractor or supplier of the *Contractor*. • A fault in information provided by Information Providers other than the *Contractor* or any employee, Subcontractor or supplier of the *Contractor,* except when such information is	

Description	Ref No.	Z clauses	Remarks
		provided for the *Contractor*'s reference as specified in the Information Model Requirements or elsewhere in the contract."	
Option X13 Security Deposit Guarantee	*Z18* *Z18.1*	Replace clause X13 with the following: "X13.1 The *Contractor* gives the *Client* 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 *Client* within two weeks of the Contract Date. X13.2 The *Contractor* ensures that the Security Deposit Guarantee remains effective until twelve weeks after the completion of all the *Contractor's* obligations under the contract. X13.3 If the *Contractor's* obligations under the contract are unlikely to be completed before the expiry date of the Security Deposit Guarantee, the *Contractor* 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 *Contractor's* obligations under the contract, and delivers the same to the *Client*. If such renewal or new Security Deposit Guarantee is not deposited with the *Client* at least four weeks before the expiry date of the expiring Security Deposit Guarantee, the *Client* has the right to call on the expiring Security Deposit Guarantee. X13.4 The *Client* may draw on the Security Deposit Guarantee to satisfy any amount as may become due to the *Client* under the contract. X13.5 The *Client* 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 *Contractor* disputes the same. X13.6 The *Client's* rights under this clause X13 shall be without prejudice to any other rights and remedies available to the *Client*. X13.7 A Security Deposit Guarantee is	**Z18 and Z19 are to be included if Option X13 and X14 are adopted.** Z18.1 and Z19.1 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) 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] *[Client to specify Guarantee Template Reference Code e.g. GOV_UT]* and [*specify any other data fields required by Client, e.g. case reference number)*].

Description	Ref No.	Z clauses	Remarks

		• a guarantee issued by a participating financial institution under the eGuarantee@Gov programme meeting the requirements set out in the Scope or
		
		• (provided the *Client's* 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 *Client* and issued by:
		
		  (a) a bank or insurance company registered with the Monetary Authority of Singapore or
		
		  (b) a licensed finance company registered with the Monetary Authority of Singapore."	

Option X14 Advanced Payment	***Z19*** *Z19.1*	Replace clause X14 with the following: "X14.1 As a condition precedent to any advanced payment being made by the *Client*, the *Contractor*, prior to or at the time such advanced payment is required to be made, delivers to the *Client* an Advanced Payment Guarantee for an amount equal to the amount of the advanced payment (exclusive of the GST component) as security for the performance of such obligations of the *Contractor* in respect of which the advanced payment is made. X14.2 The *Contractor* ensures that the Advanced Payment Guarantee remains effective until three (3) months after all advanced payments are repaid to the *Client* by the *Contractor*. X14.3 If all advanced payments are unlikely to be repaid to the *Client* by the *Contractor* before the expiry date of the Advanced Payment Guarantee, the *Contractor* without demand, secures its renewal or obtains a new Advanced Payment Guarantee for the same amount and on the same terms as the expiring Advanced Payment Guarantee but with a validity period ending not less than three (3) months after the estimated date of repayment of all advanced payments to the *Client* by the *Contractor*, and delivers the same to the *Client*. If such renewal or new Advanced Payment Guarantee is not deposited with the *Client* at least thirty (30) days before the expiry date of the expiring Advanced Payment Guarantee, the *Client* has the right to call on the expiring Advanced Payment Guarantee.	

Description	Ref No.	Z clauses	Remarks

		X14.4 The *Client* may draw on the Advanced Payment Guarantee to
		
		• obtain repayment of all advanced payments (including any GST component) and
		
		• satisfy any amount as may become due to the *Client* under the contract.
		
		X14.5 The *Client* may make a demand on the Advanced Payment Guarantee as soon as it is satisfied that the conditions for drawing on the Advanced Payment Guarantee have been fulfilled, notwithstanding that the *Contractor* disputes the same.
		
		X14.6 The *Client's* rights under this clause X14 shall be without prejudice to any other rights and remedies available to the *Client*.
		
		X14.7 An Advanced Payment Guarantee is
		
		• a guarantee issued by a participating financial institution under the eGuarantee@Gov programme meeting the requirements set out in the Scope or
		
		• (provided the *Client's* 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 *Client* and issued by:
		
		    (a) a bank or insurance company registered with the Monetary Authority of Singapore or
		
		    (b) a licensed finance company registered with the Monetary Authority of Singapore.
		
		X14.8 The advanced payment is included in the assessment made at the first assessment date or, if an advanced payment bond is required, at the next assessment date after the *Client* receives the Advanced Payment Guarantee.
		
		X14.9 The advanced payment is repaid to the *Client* by the *Contractor* in instalments of the amount stated in the Contract Data. An instalment is included in each amount due assessed after the period stated in the Contract Data has passed until the advanced payment has been repaid."	

Description	Ref No.	Z clauses	Remarks
Schedule of Cost Components	*Z20* *Z20.1*	Replace clause 1 in the Schedule of Cost Components with the following: **"1** The following components of the cost of • people who are directly employed by the *Contractor* and whose normal place of working is within the Working Areas, • people who are directly employed by the *Contractor* and whose normal place of working is not within the Working Areas but who are working in the Working Areas, proportionate to the time they spend working in the Working Areas, • people who are not directly employed by the *Contractor* but are paid for by the *Contractor* according to the time worked while they are within the Working Areas, and • the people listed in Contract Data who are employed by the *Contractor*, whose normal place of working is not within the Working Areas and who are working outside of the Working Areas other than on manufacture and fabrication and design. If the *Project Manager* agrees, additional people may be assessed as if they were listed in the Contract Data. 11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate spent on work on the contract."	**Optional clause**. For use together with Z15. Z20.1 amends the People's Costs under the Schedule of Cost Components to adopt the approach under the Short Schedule of Cost Components, i.e. using People Rates, with some amendments to include the cost of people working on the contract but outside of the Working Areas (i.e. people working from home). With the use of People Rates stated in the Contract Data instead, the *Contractor* only has to justify the time people spend in the Working Areas, this helps to simplify the process and minimise the administrative efforts in tracking the various components of people's costs,
	Z20.2	Insert the following after the words "purchase price of Equipment which is consumed" in clause 25 of the Schedule of Cost Components: "except payments for consumables and equipment provided by the *Contractor* for the *Contractor's, Project Manager's* and *Supervisor's* offices within the Site."	**Optional clause**. To minimise the administrative efforts in tracking the various components of consumables and equipment provided in the site office, these costs will be allowed to be priced as a unit rate under Item 53(h) and stated in the Contract Data. Payment will be made based
	Z20.3	Replace clause 53(h) of the Schedule of Cost Components with the following:	

Description	Ref No.	Z clauses	Remarks
		"consumables and equipment provided by the *Contractor* for the *Contractor's, Project Manager's* and *Supervisor's* offices within the Site at the monthly rates stated in the Contract Data multiplied by the number of months for which they are required for the *works*."	on a monthly basis multiplying the unit rate with the time for which the consumables and equipment are required. Z20.2 is added to explicitly exclude the site office consumables and equipment from SCC Item 25 so that there is no double counting. Z20.3 includes these items under Item 53(h) to be assessed based on the monthly rates stated in the Contract Data (see Amendments to Contract Data Template) to ease cost assessment.
	Z20.4	Insert the following new clause 9 in the Schedule of Cost Components "**Insurance premiums and cost of obtaining and maintaining guarantees** The following components of the cost of obtaining and maintaining insurance and guarantees: • The insurance premiums for the insurances in the Insurance Table • The cost of obtaining and maintaining the Security Deposit Guarantee if Option X13 is used. • The cost of obtaining and maintaining the Advanced Payment Guarantee if Option X14 is used."	**Z20.4 to be included if Option C, D or E is used**. Z20.4 include insurance and performance bond premium in the Schedule of Cost Components. This allows the cost of the premiums paid by the *Contractor* to be part of the Defined Cost.
Short Schedule of Cost Components	*Z21* *Z21.1*	Insert the following new clause 9 in the Short Schedule of Cost Components "**Insurance premiums and cost of obtaining and maintaining guarantees**	**Z21 to be included if Option A or B is used**.

Description	Ref No.	Z clauses	Remarks
		The following components of the cost of obtaining and maintaining insurance and guarantees: • The insurance premiums for the insurances in the Insurance Table • The cost of obtaining and maintaining the Security Deposit Guarantee if Option X13 is used. • The cost of obtaining and maintaining the Advanced Payment Guarantee if Option X14 is used."	Z21.1 include insurance and performance bond premium in the Short Schedule of Cost Components. This allows the cost of the premiums paid by the *Contractor* to be part of the Defined Cost.