



**SINGAPORE INSTITUTE OF ARCHITECTS**

# **SIA BUILDING CONTRACT 2016**

**Design and Build  
With Employer's Design  
(International)**

**1<sup>st</sup> Edition**

*Published by the Singapore Institute of Architects  
No part of this contract form may be reproduced or copied in any form  
or by any means without the prior written permission of the publisher.*

*© Copyright Reserved  
By the Singapore Institute of Architects*

*First Edition November 2016  
First Edition (EA) July 2017*

# **SIA BUILDING CONTRACT 2016 Design and Build (International)**

## **INDEX OF ARTICLES**

<b>ARTICLE</b>		<b>PAGE</b>
1.	DESIGN CONTRACTOR'S OBLIGATIONS	A
2.	PAYMENT BY EMPLOYER	B
3.	ARCHITECT AND DESIGN CONTRACTOR'S ARCHITECT	C
4.	QUANTITY SURVEYOR	D
5.	EMPLOYER'S REPRESENTATIVE	E
6.	DESIGN CONTRACTOR'S REPRESENTATIVE	E
7.	PRICES TO BE INCLUSIVE	E
8.	CONTRACT DOCUMENTS	F
9.	INTERPRETATION AND CONSTRUCTION OF CONTRACT DOCUMENTS	F
10.	PROJECT OBJECTIVES	G
11.	PROJECT OBJECTIVE PRIORITIES	G
12.	GOOD FAITH	G
13.	ASSIGNS	H
14.	APPLICABLE LAW	H
15.	APPROPRIATE FORUM	H

## INDEX OF CLAUSES

CLAUSE	PAGE
<b>1. ARCHITECT'S DIRECTIONS AND INSTRUCTIONS</b>	<b>1</b>
1(1) Written and Verbal Directions and Instructions	1
1(2) Definition of "Architect's Direction" and "Architect's Instruction"	1
1(3) Principal Directions	1
1(4) Principal Instructions	2
1(5)(a) Classification by Architect not Binding	2
1(6) No Duty on Architect	3
1(7)(a) Remedy on Non-Compliance by Design Contractor	3
1(8)(a) Compensation to Design Contractor	3
 <b>2. METHODS OF WORKING AND TEMPORARY WORKS</b>	 <b>3</b>
2(1)(a) Design Responsibility	3
2(2)(a) Building Works	4
2(3) Architect's Power to Order Change	5
2(4) Indemnity to Design Contractor	5
2(5) Insurance	5
 <b>3. DESIGN AND COMPLETION RESPONSIBILITIES</b>	 <b>5</b>
3(1)(a) Employer's Design Responsibilities	5
3(2)(a) Design Contractor's Design Responsibilities	5
3(3) Information for EADR	6
3(4) Information for Varied Work	6
3(5)(a) Submittals	6
3(6)(a) Care of the Works	6
3(7)(a) Completion Definition	6
 <b>4. PROGRAMME</b>	 <b>7</b>
4(1) Submission of Further Programme	7
 <b>5. MAKE-UP OF DESIGN CONTRACTOR'S PRICES</b>	 <b>7</b>
5(1)(a) Rates and Prices	7
5(2)(a) Preliminary Items, Etc.	7
5(3) Enforcement	8
 <b>6. ADMINISTRATION</b>	 <b>8</b>
6(1)(a) Method of Communication	8
6(2)(a) Address for Notices, Etc.	8
6(3) Design Contractor's Representative	9
6(4) Dismissal of Persons Employed	9
6(5) Copies of Documents	9
6(6) Documents on Site	9
6(7) Return of Documents	9
6(8)(a) Restrictions on Use	9
6(9) Validity of Notice or Certificate	9

<b>CLAUSE</b>	<b>PAGE</b>
<b>7. STATUTORY OBLIGATIONS</b>	<b>10</b>
7(1) By-Laws and Regulations	10
7(2) Variations	10
<b>8. SETTING OUT AND LEVELLING PROPOSAL</b>	<b>10</b>
8(1) Setting Out and Levelling Proposal	10
<b>9. ACCESS FOR ARCHITECT AND HIS REPRESENTATIVES</b>	<b>10</b>
9(1) Access	10
9(2) Terms in Sub-Contract	10
9(3) Enforcement of Rights	10
<b>10. COMMENCEMENT OF DESIGN WORKS AND BUILDING WORKS AND POSSESSION OF SITE</b>	<b>10</b>
10(1)(a) Commencement of Design Works	10
10(2)(a) Commencement of Building Works and Possession of Site	11
10(3)(a) Time of Commencement	11
<b>11. DESIGN WORKS, MATERIALS, GOODS AND WORKMANSHIP</b>	<b>11</b>
11(1) Standards for Design Works	11
11(2)(a) Quality	12
11(3)(a) Investigation of Defects	12
11(4)(a) Removal of Defective Work or Reduction of Value	13
11(5) Variations Due to Defective Design Works and/or Building Works	13
11(6)(a) No Duty of Architect or Employer	13
<b>12. VARIATIONS AND VALUATION OF ADDITIONAL PAYMENTS</b>	<b>14</b>
12(1)(a) Power to Order and Subsequent Sanction	14
12(2) Definition of Variation	14
12(3)(a) Measurement of Variations	15
12(4) Valuation of Variations	15
12(5) Valuation of Variations to Design Works	17
12(6)(a) Payment of Variations	18
12(7)(a) Loss of Profit in Valuation	19
<b>13. CONTRACT SUM, SCHEDULE OF RATES AND PRICES FOR DESIGN WORKS AND SCHEDULE OF RATES AND PRICES FOR BUILDING WORKS</b>	<b>19</b>
13(1) All Inclusive Nature	19
13(2)(a) Contractual Effect of Schedule of the Works	20
<b>14. DEVIATION FROM EADR AND DCWP</b>	<b>20</b>
14(1)(a) DC's Notice in Writing	20

<b>CLAUSE</b>		<b>PAGE</b>
<b>15.</b>	<b>ASSIGNMENT AND SUB-CONTRACTING</b>	<b>20</b>
	15(1)(a) Assignment by Design Contractor	20
	15(2) Sub-Contractors	20
	15(3)(a) Responsibilities for Sub-Contractors	21
<b>16.</b>	<b>PLANT AND MATERIALS</b>	<b>21</b>
	16(1)(a) Plant	21
	16(2)(a) Materials and Goods	21
	16(3)(a) Removal	21
	16(4)(a) Hired or Hire Purchase Plant	21
	16(5) Assignment of Benefit of Agreements	22
<b>17.</b>	<b>ARTISTS, TRADESMEN AND OTHER CONTRACTORS</b>	<b>22</b>
	17(1) Design Contractor's Responsibilities	22
	17(2) Limitation	22
	17(3) Employer Responsibility	22
	17(4) Term of Co-Operation	22
<b>18.</b>	<b>INDEMNITIES TO EMPLOYER</b>	<b>22</b>
	18(1)(a) Personal Injuries	22
	18(2)(a) Damage to Property	23
	18(3)(a) Employer's Negligence	23
<b>19.</b>	<b>INSURANCE AGAINST INJURY TO PERSONS AND PROPERTY AND WORK INJURY COMPENSATION</b>	<b>23</b>
	19(1)(a) Design Contractor's Obligation	23
	19(1)(b) Personal Injuries, Death and Work Injury Compensation	23
	19(1)(c) Damage to Property	24
	19(2)(a) Damage to Property when Design Contractor not Negligent	24
	19(2)(b) Design Contractor's Insurance	24
	19(2)(c) Placing of Insurance	24
	19(3)(a) Default in Insurance	24
<b>20.</b>	<b>INSURANCE OF BUILDING WORKS</b>	<b>25</b>
	20(1)(a) Risks to be Insured	25
	20(2) General Policy of Insurance	25
	20(3)(a) Application of Insurance Monies	26
<b>21.</b>	<b>DUE DILIGENCE BY DESIGN CONTRACTOR</b>	<b>26</b>
	21(1) Due Diligence by Design Contractor	26
<b>22.</b>	<b>TIME FOR COMPLETION FOR BUILDING WORKS AND OTHER COMPLETIONS</b>	<b>26</b>
	22(1) Date of Completion	26
	22(2)(a) Completion of Building Works Certification	27
	22(3) Periods to be Certified	27

<b>CLAUSE</b>		<b>PAGE</b>
	22(4) Post Certification	27
	22(5) Outstanding Works	27
	22(6) Content in Certificate	27
	22(7) Conditional Requirements for Completion of the Works	28
	22(8)(a) Completion Certification for the Design Works and the Works	28
	22(9) Periods to be Certified	28
<b>23.</b>	<b>EXTENSION OF TIME</b>	<b>28</b>
	23(1)(a) Entitlement	28
	23(2) Grounds	28
	23(3)(a) Notice	30
	23(4)(a) Request for Information	30
	23(5) Time for Extension	30
	23(6) Sequential and Concurrent Causes of Delay	30
<b>24.</b>	<b>DELAY IN COMPLETION AND LIQUIDATED DAMAGES</b>	<b>31</b>
	24(1) Delay in Stages of Works	31
	24(2)(a) Delay Certificate	31
	24(3)(a) Liquidated Damages	31
	24(4)(a) Termination of Delay Certificate	31
	24(5) Delay in Completion and Liquidated Damages	32
<b>25.</b>	<b>PHASED COMPLETION: SEVERABILITY</b>	<b>32</b>
	25(1)(a) Phased or Stage Commencement and Completion	32
<b>26.</b>	<b>PARTIAL OCCUPATION AND PARTIAL RE-ENTRY</b>	<b>33</b>
	26(1)(a) Employer's Options	33
	26(2)(a) Consequential Effects	33
	26(3)(a) Occupation of Part without Consent	34
	26(4)(a) Certification	34
	26(5)(a) Certification under Partial Re-Entry	35
<b>27.</b>	<b>MAINTENANCE</b>	<b>35</b>
	27(1)(a) Maintenance Period	35
	27(2)(a) Schedule of Defects	36
	27(3)(a) Additional Powers of Architect and Allowance for Defect	36
	27(4)(a) Maintenance Certificate	37
<b>28.</b>	<b>INTERIM AND FINAL PAYMENTS OF DESIGN CONTRACTOR</b>	<b>37</b>
	28(1)(a) Contractual Payment Scheme	37
	28(2)(a) Interim Valuation	37
	28(3)(a) Milestone Payments	39
	28(4) Correcting Earlier Certificates	39
	28(5)(a) Sums to be Certified for Building Works	39
	28(6)(a) Retention Monies for Building Works	40
	28(7)(a) First Release of Retention Monies for Building Works	40
	28(8)(a) Second Release of Retention Monies for Building Works	40
	28(9)(a) Final Account Claim	40

<b>CLAUSE</b>		<b>PAGE</b>
	28(10)(a) Issue of the Final Certificate	41
	28(11)(a) Effect of Architect's Certificate	41
	28(12) Limit on Certifying Power	42
<b>29.</b>	<b>TERMINATION BY EMPLOYER</b>	<b>42</b>
	29(1)(a) Termination without Default	42
	29(2)(a) Termination for Default	42
	29(3) Grounds of Termination for Default	43
	29(4)(a) Termination Certificate	44
	29(5)(a) Damages Design Contractor's Only Remedy	44
	29(6)(a) Suspension of Termination Certificate	45
	29(7)(a) Termination on Insolvency Etc of Design Contractor	45
	29(8)(a) Effects of Termination	46
	29(9)(a) Powers on Rescission by Employer	49
	29(10) Architect's Certificate Not Binding	49
	29(11) Employer's Right to Remedies and Damages	49
<b>30.</b>	<b>TERMINATION AND SUSPENSION BY DESIGN CONTRACTOR</b>	<b>49</b>
	30(1) Grounds	49
	30(2)(a) Contents of and Time for Design Contractor's Notice	50
	30(3)(a) Effect of Notice	50
	30(4)(a) Power to Suspend Work	51
	30(5) No Power of Architect to Certify	52
<b>31.</b>	<b>OUTBREAK OF WAR OR HOSTILITIES</b>	<b>52</b>
	31(1)(a) Termination	52
	31(2)(a) Protective Works, Etc.	52
	31(3)(a) Payment	52
<b>32.</b>	<b>WAR DAMAGE</b>	<b>53</b>
	32(1)(a) Consequences	53
	32(2)(a) Termination	53
	32(3) Compensation Monies	53
	32(4) Definition of War Damage	54
<b>33.</b>	<b>ANTIQUITIES</b>	<b>54</b>
	33(1)(a) Responsibilities of Design Contractor	54
	33(2)(a) Compensation to Design Contractor	54
<b>34.</b>	<b>ARBITRATION</b>	<b>55</b>
	34(1) Disputes to be Referred	55
	34(2) Arbitrator's Power to Rectify Contract	55
	34(3)(a) Restrictions on Powers of Arbitrator	56
	34(4) Arbitrator to be bound	56
	34(5)(a) Limitation of Actions	57
	34(6) Refusal of Stay by Courts	57



<b>CLAUSE</b>	<b>PAGE</b>
<b>35. MEDIATION</b>	<b>57</b>
35(1)(a) Entitlement	57
35(2) Refer to Arbitration	58
<b>36. EXPERT DETERMINATION</b>	<b>58</b>
36(1)(a) Expert Determination	58
<b>37. OPTIONAL CLAUSE FOR FLUCTUATIONS</b>	<b>59</b>
37(1) Application	59
37(2)(a) Adjustment of the Contract Sum	59
37(3)(a) Payment for Fluctuation	59
<b>38. OPTIONAL CLAUSE FOR PERMITTING INSURANCE EXCESS</b>	<b>59</b>
38(1) Application	59
38(2)(a) Compliance and Discretion	59
38(3) Release of Insurance Money	59
<b>39. NOMINATED AND DESIGNATED SUB-CONTRACTORS AND SUPPLIERS</b>	<b>60</b>
39(1)(a) Nominated and Designated Sub-Contractors and Suppliers	60
39(2)(a) Definitions and Scope of Work	60
39(3)(a) Responsibilities	60
39(4)(a) Termination of Sub-Contract	61
39(5)(a) Payment for Work by Nominated and Designated Sub-Contractors or Suppliers	61
39(6) Interim Payment	62
39(7)(a) Employer may Elect to Abandon Project	62
39(8)(a) Nomination and Rights of Objection	62
39(9) Rights of Objections to Nomination	62
39(10)(a) Powers following Objection	63
39(10)(b) Alternative for Objection to Nomination	63
39(11) Valid Objection Defined	64
39(12)(a) Payment of Nominated Sub-Contractors and Suppliers	64
39(13)(a) Same Arbitrator as Nominated and Designated Sub-Contract Disputes	64
39(14)(a) Arbitration Clause may Lapse if not Same Arbitrator	65
39(15)(a) Application of Clauses 39(13) and 39(14) to Matters in Dispute	65
39(16) Employer may Make Direct Payment	65
<b>APPENDIX</b>	<b>66</b>