

PUBLIC SECTOR STANDARD CONDITIONS OF CONTRACT FOR CONSTRUCTION  
WORKS 1999 – A COMMENTARY BY PHILIP CHAN AND CHRISTOPHER LEONG  
[Butterworths, 2000, xiii + 183 pp (including index). S\$100]

IN 1989, as the then General Manager of the Construction Industry Development Board (CIDB), I chaired a committee to draft the new public sector standard form of construction contract to replace the diverse and often competing forms used by various public sector agencies. At the policy level, the Board decided that this has to be a contract which would facilitate the application of sound management practices in the design and execution of construction works. In our deliberations on this objective, two of the features which the committee wanted the draftsman to incorporate into the new form stood out prominently.

The first was to separate the core provisions from the “optional” provisions so that the provisions of the form which apply to the particular circumstances of a project can be readily ascertained. The focus here was to accord the form a latitude of adaptability which was especially necessary given the large number of agencies and government departments involved. The second was the employment of a language style which is both clear and readable. The idea is of course to ensure that it is a document which affords ready consultation whenever differences arise during the course of a project. It was patently clear to us that the success or failure of the proposed form would be evaluated by its intended users on the basis of these features.

The scope of the task before the committee, encapsulated in such simple terms, turned out to be more demanding than we had expected. I was not able to complete the task when I left the CIDB in 1990 and I was glad that my successor, Lam Siew Wah, took up the cudgels to complete the project in 1995. The result was heartening. The new form was everything that it was intended for. Because of its capacity to accommodate different project circumstances, it has been employed on a wide spectrum of civil engineering, plant engineering, building, as well as building renovation works. The clarity of language was appreciated by users and writers alike and notwithstanding that this has not exactly removed the role of commentaries on the subject, it is encouraging to observe the astute level of understanding of the form's policies among consultants and contractors at the working level.

While the success of the new form cannot be over-estimated, it is physically a very substantial document. A certain level of initiation is needed in terms of grasping its layout and structure. For example, a brief course of instruction is useful to understand the operation of the optional modules. At the working level, while the language used is reasonably clear and accessible, the operation of the various provisions are frequently inter-connected. This new book by Philip Chan and Christopher Leong is an admirable attempt to address these and other related issues which would concern both the first time user of the contract and the seasoned practitioner. It is appropriately titled as a "commentary", and true to what this suggests, the book examines in turn each clause of the contract. I am struck in particular by two features of this work.

The first is the authors' methodical presentation of the framework of the contract, particularly in the introductory chapters. These chapters chronicle the effort behind the drafting of the form and the considerations which led the drafting team to the final result. The discussion is then extended to the subsequent chapters which consider the intention behind the provisions of the individual clauses. This refreshing treatment is carried to an extent which is, to my mind, quite unprecedented among commentators of building standard forms. It serves the important task of ensuring that the reader approaches the various contract provisions in the proper context and helps him towards an accurate understanding of the likely factual situations to which the provisions would apply.

The second feature is the authors' painstaking efforts to relate the discussion of the contract provisions to the decision-making process on the ground. Each chapter on the individual clauses summarises the legal implications of the provisions for the main protagonists of a typical project stage – the contractor and the superintending officer ("SO"). This should prove to be a very useful facility at the working level in the site or design office, a level which has been inadequately served by existing literature on the subject. In a similar vein, the authors have thoughtfully included a section on each chapter which lists the cross-references to other provisions in the contract.

Consistent with the objectives of the contract to which the book relates, the authors have employed a very direct and approachable style. If I am pressed to suggest how the book may be an even better work, my suggestions would be for the authors to include some case summaries, particularly of local decisions, which would demonstrate the operation of some of the key provisions. It would also facilitate the reader if the text of the contract form could be included in the publication. On the whole, these points should not detract from the fact that this is an important contribution to the small but growing volume of literature on building contracts in Singapore and deserves to be warmly received.