



Public Sector Supplement
2011

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Part 1 – Introduction

Scope

1. This Supplement suggests steps to be taken by Public Sector clients (or their contract administrators) to ensure compliance with the Fair Payment Charter when using SBCC Contracts, together with relevant amendments. Contractors and sub-contractors should familiarise themselves with the requirements. The Fair Payment amendments may also be used by Private Sector clients who wish to ensure that those principles are applied further up the supply chain.
2. At the same time, to deal with other aspects of Government contracting policy relevant to SBCC contracts, the Supplement also includes:
 - a model clause authorising disclosures by Public Sector clients in accordance with the Freedom of Information (Scotland) Act 2002 (FOISA) and the Government's Transparency Policy; and
 - suggested steps to be taken, or minor modifications to be made, for both Public Sector and Private Sector projects, where design work and information supply is to be governed by a Building Information Modelling ('BIM') protocol.
3. Part 2 of this Supplement sets out the preliminary steps that should be taken in relation to Fair Payment. That is followed in Part 3 by a note on incorporation of amendments into SBCC contracts.
4. Part 4 consists of individual schedules of modifications for each of the following SBCC Main Contracts, covering not only Fair Payment but also Transparency and BIM protocol:
 - Standard Building Contract (SBC/Scot) (all versions)
 - Design and Build Contract (DB/Scot); and
 - Minor Works Building Contract (MW/Scot). ^[1]
5. Part 5 sets out schedules of modifications for each of the SBCC Sub-Contracts designed for use with the Main Contracts listed above and for the generic Short Form of Sub-Contract and Sub-subcontract. Transparency is relevant only to Main Contracts; BIM protocols can generally be incorporated in SBCC Sub-Contracts and (if relevant) the SBCC Sub-subcontract without amendments to the printed text of either the Articles or Conditions.

Fair Payment principles

6. The Fair Payment Charter provides that all contracts are to have payment periods not exceeding 30 days. In SBCC's view, its existing payment provisions – agreed by all sides of the industry – substantially conform to fair payment principles. However, the Office of Government Commerce (OGC) (now the Cabinet Office Efficiency and Reform Group) in its "Guide to Best Fair Payment Practices" have interpreted and applied that provision in the following way:
 - that the final date for payment under a contract should not exceed 30 days from the date as at which the value of work done and/or materials supplied in a particular period is assessed,
 - that 'contracts' for these purposes, in addition to the Main Contract (Tier 1), include all Sub-Contracts and Sub-subcontracts (respectively Tier 2 and Tier 3 contracts),
 - that for the purposes of interim payments the value of work and materials supplied by all 3 tiers should be assessed as at the same date (a 'common valuation date'), and
 - on the assumption that the main contract valuation date (and hence the common valuation date) is (or may be) 7 days prior to the date on which a payment becomes due (the 'due' date), that the final dates for payment to Main Contractor, his Sub-Contractors and their Sub-subcontractors respectively should be no more than 14, 19 and 23 days after the due date, i.e. within 21, 26 and 30 days from valuation date.

[1] The SBCC Measured Term Contract and SBCC - Constructing Excellence Contract are to be dealt with separately, following further consultation with Public Sector users. Schedules of modifications for other SBCC contracts will also be added as necessary.

Transparency and FOISA

7. The model clause, which has been included in the schedule of suggested modifications for each Main Contract, is based on the original OGC draft, with minor adaptation and clarifications.
8. SBCC accepts that the appropriate stage for identifying commercially sensitive material in Public Sector contracts is at the tender stage and that, in view of the tight schedule for responses to any information requests under FOISA, further procedural provisions would not be appropriate. However, to give contractors an opportunity to review or add to any previous submissions, the clause has the added requirement that contractors should promptly be informed of any such request received by the client, which appears generally accepted practice.

BIM Protocols

9. Wider adoption and further development of building information modelling techniques should yield substantial benefits both for clients and for the industry generally.
10. In terms of improved collaborative working, most of the benefits will accrue in the design phase. This, in terms of SBCC Contracts, is covered principally by the Framework Agreement and SBCC - Constructing Excellence Contract. However, collaborative working is and has for some time also been covered by Supplemental Provision 1 in all relevant SBCC Main Contracts.
11. BIM is also directed to facilitating post-occupancy management and will therefore overlay both the construction phase supply of design information to contractors and supply by them of their designs and 'as built' information.
12. In that regard SBCC's existing conditions appear adequate; the primary requirement is simply integration of BIM protocols (through inclusion in the Preliminaries/Employer's Requirements or other contract documents) and their harmonisation with design submission procedures, information release schedules and communication protocols.
13. Modifications to the Contractor's Design Submission procedure may be needed but, in the case of the contracts listed above, they can be effected simply through modifications included in the Contract Documents.
14. However, to underline the importance of these protocols and their status within the Contract, optional minor additions to the Contract Conditions are suggested for certain Main Contracts.

Part 2 – Employer’s preliminary notice of Fair Payment requirements

For all contracts, with a view to ensuring that payment is received by the Contractor, his Sub-Contractors and their Sub-subcontractors (i.e. by all Tiers 1 to 3 contractors) within 30 days of the date as at which periodic payments are assessed or otherwise become due for payment, a Public Sector client or its contract administrator should include in the tender documents – whether in the Preliminaries/Employer’s Requirements or other suitable document – a clear statement to the effect that:

- all valuations by Contractors and Sub-Contractors of work done and materials supplied to them are to be assessed by them as at the same valuation date for each period as applies under the Main Contract (the common valuation date), with the Employer’s statement indicating what that date will be
- the due dates for payments under all Sub-Contracts and Sub-subcontracts should be the same as due dates under the Main Contract, with a final date for payment 19 days after the due date in Sub-Contracts and 23 days after due date in Sub-subcontracts^[2]
- Contractors are required to inform their Sub-Contractors and Sub-Contractors to inform their Sub-subcontractors of these Fair Payment requirements prior to entry into the relevant Sub-Contract or Sub-subcontract and should inform them promptly of any relevant ascertainment of additional sums due to them under their Sub-Contract or Sub-subcontract.

(It can be pointed out that use of the BACS system may assist in ensuring that payments are received on time.)

[2] All SBCC Main Contracts set a final date for interim payments 14 days after due date, subject as otherwise provided by law.

Part 3 – Incorporation of modifications

In the case of SBCC Main Contracts, the suggested modifications may be incorporated in one of two ways:

either by amending the contract document itself in accordance with the relevant modifications and then executing it in its amended form, with each amendment initialled by or on behalf of each party

or by downloading the relevant amendment sheet from Parts 4 and 5, attaching it to the Contract in the form of a numbered Annex or Part of a Schedule and, prior to execution, inserting in the Articles with the next available number a provision along the following lines:

'Article [___]: Fair Payment, Transparency and Building Information Modelling

This Agreement and the Conditions shall have effect as modified by the amendments set out in [Annex/Schedule Part] [_____] attached.'

(The additional provision and the Annex or Part of a Schedule should each in similar fashion be initialled on execution.)

The latter alternative will generally be the easier approach.

For SBCC Sub-Contracts and the Sub-subcontract:

- in the Standard Building Sub-Contracts, Design and Build Sub-Contract, Item 1 of the Sub-Contract Particulars provides for a Schedule of Modifications to be included as a Numbered Document; the relevant modifications may conveniently be included in or as that Schedule. Any BIM protocol should where relevant be included in the Contractor's Requirements or as a Numbered Document.
- in the Minor Works Sub-Contract (MWSUB/D/Scot) and the Short Form of Sub-Contract, the Second Recital and, in the case of the Sub-subcontract, the Third Recital similarly allow for inclusion of such a Schedule and any BIM protocol as further documents forming part of the contract.

Part 4 – Suggested modifications to SBCC Main Contracts

Standard Building Contract (all versions – Q/Scot, AQ/Scot, XQ/Scot)

Design and Build Contract (DB/Scot)

Minor Works Building Contract (both versions – MW/Scot and MWD/Scot)

Standard Building Contract 2011
Standard Building Contract 2011 for use in Scotland
 (all versions – Q/Scot, AQ/Scot, XQ/Scot)

Public Sector Supplement

Fair Payment [FP], Transparency [T] and Building Information Modelling [BIM]

Issued November 2011

	Clause number	Modification
[FP]	Contract Particulars, clause 4-9-1	In the right-hand column (and in the related footnote), delete 'or the nearest Business Day in that month'
	Clause 1-1	Insert the following (before the definition of Completion Date):
[FP]		'Common Valuation Date: the date 7 days before each due date, as specified in the Contract Particulars (against the reference to clause 4-9-1).'
[BIM]		In the definition of 'Contract Documents' insert after 'Contractor's Proposals' ', any agreed Building Information Modelling protocol' ^[a]
[T]	Clause 2-8-5	Insert as clause 2-8-5 the following ^[b] : '5 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information (Scotland) Act 2002 ('FOISA'), the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOISA. Notwithstanding clause 2-8-4 or any other term of this Contract: ·1 the Contractor hereby consents to the Employer publishing any amendments to the standard form SBCC contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOISA redacted; ·2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.'
[FP]	Clause 3-9-2-7	Insert as clause 3-9-2-7 the following: '7 that under the sub-contract and any sub-subcontract under it, the due dates for interim payments shall each be the same date as under this Contract and each valuation for an interim payment shall be made as at the Common Valuation Date; the final date for each payment under the sub-contract shall be not later than 19 days after due date and, under any sub-subcontract, not later than 23 days after due date.'
[FP]	Clause 4-9-1	Delete the existing text and insert the following: 'During the period up to the due date for the final payment under clause 4-15-3, the due dates for interim payments shall be the monthly dates specified in the Contract Particulars.'
[FP]	Clause 4-11-1	Delete 'less than 7 days before the due date' and insert 'later than the Common Valuation

Date'

[FP] **Clause 4-15-3** Delete '28 days' and insert '14 days'

**Clause
number**

Modification

[FP] **Clause 4-16
(introductory
paragraph)** Delete 'a date not more than 7 days before the due date of an interim payment' and insert
'the Common Valuation Date'

[a] It is suggested that any agreed BIM protocol should be included in the Employer's Requirements (see the Contract Particulars entry for the Tenth Recital) or other suitable Contract Document: if so included, this modification may be deleted.

(Where included in or as a Contract Document, the BIM protocol may make appropriate amendments to the Contractor's Design Submission Procedure (Schedule Part 1) without further modifications to the Contract form (see clause 2-9-5.)

[b] Applicable only for Employers in the Public Sector: in other cases the modification should be deleted.

Note:

As regards incorporation of this schedule of modifications in the Contract, see Part 3 of this Supplement.

Design and Build Contract 2011
Design and Build Contract 2011 for use in Scotland
(DB/Scot)

Public Sector Supplement

Fair Payment [FP], Transparency [T] and Building Information Modelling [BIM]

Issued November 2011

	Clause number	Modification
[FP]	Contract Particulars, clause 4.7.1	Above the clause 4.7 entry insert the following new entry against reference to clause 4.7.1: 'Interim Payments – due dates <i>(The dates apply for each Alternative; if no date is stated, the first due date is one month after the Date of Possession.)</i> The first due date is: _____ and thereafter the same date in each month'
[FP]	Contract Particulars, clause 4.7 (Alternative A: Stage Payment)	Delete 'referred to in clause 4.8.2'
[FP]	Contract Particulars, clause 4.7 (Alternative B: Period Payments – Dates of Interim Applications)	Delete the existing text of the entire entry
	Clause 1.1	Insert the following (before the definition of Completion Date):
[FP]		'Common Valuation Date: the date 7 days before each due date, as specified in the Contract Particulars (against the reference to clause 4.7).'
[BIM]		In the definition of 'Contract Documents' insert after 'Contractor's Proposals' ', any agreed Building Information Modelling protocol' ^[a]
[T]	Clause 2.7.5	Insert as clause 2.7.5 the following ^[b] . 2.5 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information (Scotland) Act 2002 ('FOISA'), the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOISA. Notwithstanding clause 2.7.4 or any other term of this Contract: 2.1 the Contractor hereby consents to the Employer publishing any amendments to the standard form SBCC contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information

which is exempt from disclosure in accordance with the provisions of FOISA redacted;

- 2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.'

Clause number	Modification
[FP] Clause 3·4·2·7	Insert as clause 3·4·2·7 the following: ·7 that under the sub-contract and any sub-subcontract under it, the due dates for interim payments shall each be the same date as under this Contract and each valuation for an interim payment shall be made as at the Common Valuation Date; the final date for each payment under the sub-contract shall be not later than 19 days after due date and, under any sub-subcontract, not later than 23 days after due date.'
[FP] Clause 4·7·1	Delete the existing text and insert the following: 'During the period up to the due date for the final payment under clause 4·12·5, the due dates for Interim Payments shall be the monthly dates specified in the Contract Particulars.'
[FP] Clause 4·7·2	After 'under clause 4·13 where' insert 'the Contract Particulars state that'
[FP] Clause 4·8 heading	Delete 'and due dates'
[FP] Clause 4·8	Delete the existing text of the entire clause and insert as clauses 4·8·1 and 4·8·2 the following: ·1 In relation to each Interim Payment, the Contractor shall make an application to the Employer (an 'Interim Application'), stating the sum that the Contractor considers to be due to him and the basis on which that sum has been calculated. ·2 Each Interim Application shall be accompanied by such further information as may be specified in the Employer's Requirements and should be submitted on or before the Common Valuation Date. In the event of an Interim Application being received by the Employer more than 3 days after the Common Valuation Date, the final date for payment shall be postponed by the same number of days as the number of days after the Common Valuation Date that the Interim Application is received.'
[FP] Clause 4·9·1	After 'from its due date' insert ', subject to clause 4·8·2'
[FP] Clause 4·12·7	Delete '28 days' and insert '14 days'
[FP] Clause 4·13 (introductory paragraph)	Delete 'completion of the relevant stage' and insert 'the Common Valuation Date'
[FP] Clause 4·13·1·1	Delete 'at the relevant stage' and insert 'of stages completed'
[FP] Clause 4·14 (introductory paragraph)	Delete 'date for making an Interim Application under clause 4·8·3' and insert 'Common Valuation Date'

- [a] It is suggested that any agreed BIM protocol should be included in the Employer's Requirements (see the Contract Particulars entry for Article 4): if so included, this modification may be deleted.

(Where included in or as a Contract Document, the BIM protocol may make appropriate amendments to the Contractor's Design Submission Procedure (Schedule Part 1) without further modifications to the Contract form

(see clause 2.8.)

[b] Applicable only for Employers in the Public Sector: in other cases the modification should be deleted.

Note:

As regards incorporation of this schedule of modifications in the Contract, see Part 3 of this Supplement.

Minor Works Building Contract 2011
Minor Works Building Contract 2011 for use in Scotland
(both versions – MW/Scot and MWD/Scot)

Public Sector Supplement

Fair Payment [FP], Transparency [T] and Building Information Modelling [BIM]

Issued November 2011

Clause number	Modification
[FP] Clause 4.3.3.3	<p>Insert as clause 4.3.3.3 the following:</p> <p>‘3 under the sub-contract and any sub-subcontract under it, the due dates for interim payments shall each be the same date as under this Contract and each valuation for an interim payment shall be made as at the same date as the valuation under this Contract; the final date for each payment under the sub-contract shall be not later than 19 days after due date and, under any sub-subcontract, not later than 23 days after due date;’</p> <p>Renumber existing paragraph 3 as 4</p>
[FP] Clause 5.4	<p>Delete ‘at intervals of 2 months (unless otherwise agreed) up to the expiry of the Rectification Period’ and insert ‘, in the period up to the due date for the final payment under clause 4.8.1, at intervals of not more than one month’</p>
[T] Schedule Part 3, paragraph 7	<p>Insert as paragraph 7 the following^[a]:</p> <p>‘The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information (Scotland) Act 2002 (‘FOISA’), the content of this Contract is not confidential. The Employer shall be responsible for determining in his absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOISA. Notwithstanding any other term of this Contract:</p> <p>·1 the Contractor hereby consents to the Employer publishing any amendments to the standard form SBCC contract in their entirety, including changes to the standard form agreed from time to time, but in each case with any information which is exempt from disclosure in accordance with the provisions of FOISA redacted;</p> <p>·2 the Employer shall promptly inform the Contractor of any request for disclosure that he receives in relation to this Contract.’</p>

[a] Applicable only for Employers in the Public Sector: in other cases the modification should be deleted.

Notes:

BIM protocols

In those cases where there is a relevant BIM protocol, it is assumed that, in the case of MWD, it will be included in the Employer's Requirements and, in other case, within one of the Contract Documents identified in the Recitals.

Incorporation of modifications

As regards incorporation of this Schedule of modifications in the Contract, see Part 3 of this Supplement.

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Part 5 – Suggested modifications to SBCC Sub-Contracts

Standard Building Sub-Contract (both versions – SBCCSub/Scot and SBCCSub/D/Scot)

Design and Build Sub-Contract

Minor Works Sub-Contract with sub-contractor's design

Short Form of Sub-Contract

Sub-subcontract

Standard Building Contract 2011

Standard Building Sub-Contract 2011 for use in Scotland (both versions – SBCCSub/Scot and SBCCSub/D/Scot)

Public Sector Supplement

Fair Payment [FP] and Building Information Modelling [BIM]

Issued November 2011

Clause number	Modification
<u>Agreement</u>	
[FP] Sub-Contract Particulars, item 7 – clause 4.9.1 entry	Delete 'The first due date is _____ 20 _____' and insert 'The due date in each month is the _____ day of the month' ^[a]
<u>Conditions</u>	
[FP] Clause 1.1	Insert the following (before the definition of Completion Date): 'Common Valuation Date: the date 7 days before each due date, as specified in the Sub-Contract Particulars (item 7).'
[FP] Clause 3.3.2.2	Insert as clause 3.3.2.2 the following: '2 the due dates for interim payments under the sub-subcontract shall each be the monthly date specified in the Sub-Contract Particulars for clause 4.9.1 of this Sub-Contract, each valuation for an interim payment under the sub-subcontract shall be made as at the Common Valuation Date and the final date for each payment shall be not later than 23 days after due date;' Renumber existing paragraph 2 as 3
[FP] Clause 4.9.1	Delete the existing text of the entire clause and insert the following: 'Unless the Sub-Contract Particulars (item 7) state that clause 4.9.2 applies, the due dates for interim payments shall in each case be the monthly date specified in the Sub-Contract Particulars, commencing (unless otherwise agreed) with the date next following the commencement of the Sub-Contract Works on site and ending with the monthly date immediately preceding the due date for the final payment under clause 4.12.'

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[FP] **Clause 4-9-2** Delete the existing text of the entire clause and insert the following:

'Where the Sub-Contract Particulars (item 7) state that clause 4-9-2 applies, the Sub-Contractor shall submit an application to the Contractor each month stating the sum the Sub-Contractor considers will become due to him in accordance with clause 4-9-4 and the basis on which that sum has been calculated (a 'Payment Application'). Where the Payment Application is received not later than 7 days prior to the Common Valuation Date, the due date shall be the date that would apply under clause 4-9-1; if the Payment Application is received later, the due date shall be 14 days after the date of receipt.'

[FP] **Clause 4-9-3-1** Delete the existing text and insert the following:

'so as to be received not later than 4 days prior to the Common Valuation Date for the relevant payment; or'

Clause number	Modification
[FP] Clause 4-10-1	Delete '21 days' and insert '19 days'
[FP] Clause 4-12-3	Delete '28 days' and insert '19 days'
[FP] Clause 4-13 (introductory paragraph)	Delete 'applied up to and including a date not more than 7 days ... becomes or would become due' and insert 'as at the Common Valuation Date'

[a] Contractors should ensure that the date inserted is the same monthly date as applies under the Main Contract.

Notes:

BIM protocols

Where there is an agreed BIM protocol, it (or relevant parts of it) should be included in the Contractor's Requirements (SBCSub/D) or in a Numbered Document.

The protocol may involve consequential changes in the (Main Contract) Contractor's Design Submission Procedure which, for the convenience of Sub-Contractors, is shown in Schedule Part 6 of the Sub-Contract Conditions. Changes should be indicated.

Incorporation of modifications

As regards incorporation of this schedule of modifications in the Sub-Contract, see Part 3 of this Supplement.

Design and Build Contract 2011
**Design and Build Sub-Contract 2011 for use in Scotland
 (DBSub/Scot)**

Public Sector Supplement
 Fair Payment [FP] and Building Information Modelling [BIM]

Issued November 2011

Clause number	Modification
<u>Agreement</u>	
[FP] Sub-Contract Particulars, item 7 – clause 4-9-1 entry	Delete 'The first due date is _____ 20 _____' and insert 'The due date in each month is the _____ day of the month' ^[a]
<u>Conditions</u>	
[FP] Clause 1-1	Insert the following (before the definition of Completion Date): 'Common Valuation Date: the date 7 days before each due date, as specified in the Sub-Contract Particulars (item 7).'
[FP] Clause 3-3-2-2	Insert as clause 3-3-2-2 the following: '2 the due dates for interim payments under the sub-subcontract shall each be the monthly date specified in the Sub-Contract Particulars for clause 4-9-1 of this Sub-Contract, each valuation for an interim payment under the sub-subcontract shall be made as at the Common Valuation Date and the final date for each payment shall be not later than 23 days after due date; Renumber existing paragraph 2 as 3
[FP] Clause 4-9-1	Delete the existing text of the entire clause and insert the following: 'Unless the Sub-Contract Particulars (item 7) state that clause 4-9-2 applies, the due dates for interim payments shall in each case be the monthly date specified in the Sub-Contract Particulars, commencing (unless otherwise agreed) with the date next following the commencement of the Sub-Contract Works on site and ending with the monthly date immediately preceding the due date for the final payment under clause 4-12.'
[FP] Clause 4-9-2	Delete the existing text of the entire clause and insert the following: 'Where the Sub-Contract Particulars (item 7) state that clause 4-9-2 applies, the Sub-Contractor shall submit an application to the Contractor each month stating the sum the Sub-Contractor considers will become due to him in accordance with clause 4-9-4 and the basis on which that sum has been calculated (a 'Payment Application'). Where the Payment Application is received not later than 7 days prior to the Common Valuation Date, the due date shall be the date that would apply under clause 4-9-1; if the Payment Application is



received later, the due date shall be 14 days after the date of receipt.'

[FP] **Clause 4-9-3-1** Delete the existing text and insert the following:
'so as to be received not later than 4 days prior to the Common Valuation Date for the relevant payment; or'

[FP] **Clause 4-10-1** Delete '21 days' and insert '19 days'

Clause number	Modification
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[FP] **Clause 4-12-3** Delete '28 days' and insert '19 days'

[FP] **Clause 4-13 (introductory paragraph)** Delete 'applied up to and including a date not more than 7 days ... becomes or would become due' and insert 'as at the Common Valuation Date'

[a] Contractors should ensure that the date inserted is the same monthly date as applies under the Main Contract.

Notes:

BIM protocols

Where there is an agreed BIM protocol, it (or relevant parts of it) should be included in the Contractor's Requirements or in a Numbered Document.

The protocol may involve consequential changes in the (Main Contract) Contractor's Design Submission Procedure which, for the convenience of Sub-Contractors, is shown in Schedule Part 6 of the Sub-Contract Conditions. Changes should be indicated.

Incorporation of modifications

As regards incorporation of this schedule of modifications in the Sub-Contract, see Part 3 of this Supplement.



Minor Works Building Contract 2011
**Minor Works Sub-Contract with sub-contractor's design 2011
for use in Scotland
(MWDSUB/Scot)**

Public Sector Supplement
Fair Payment [FP] and Building Information Modelling [BIM]

Issued November 2011

	Clause number	Modification
[FP]	Sixth Recital	After 'For the purposes of clause 12:' insert the following as a new paragraph: 'The due date for payment in each month is the _____ day of the month and the common valuation date shall be the date 7 days before the due date' ^[a]
[FP]	Clause 5.6	After 'Contractor's written consent.' insert : 'The due dates for interim payments under any sub-subcontract shall each be the monthly date specified in the Sixth Recital of this Sub-Contract, each valuation for an interim payment under the sub-subcontract shall be made as at the common valuation date and the final date for each payment shall be not later than 23 days after due date.'
[FP]	Clause 12.1	Delete the existing text and insert the following: 'The due dates for interim payments to the Sub-Contractor shall each be the monthly dates specified in the Sixth Recital, commencing (unless otherwise agreed) with the date next following the commencement of the Sub-Contract Works on Site and ending with the monthly date immediately preceding the due date for the final payment under clause 12.6.'
[FP]	Clause 12.2	After 'value of work properly carried out by the Sub-Contractor' insert 'as at the common valuation date'
[FP]	Clause 13.1	Delete '21 days' and insert '19 days'

[a] Contractors should ensure that the date inserted is the same monthly date as applies under the Main Contract.

Notes:

BIM protocols

Where there is an agreed BIM protocol that is relevant to a Minor Works Sub-Contract with a sub-contractor's design, it (or relevant parts of it) may be incorporated in the Sub-Contract by including reference to it in the last entry in the Second Recital.

Incorporation of modifications

As indicated in Part 3 of this Supplement, this schedule of modifications may also be incorporated in the Sub-Contract by including reference to it in the last entry in the Second Recital.



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Generic Contracts 2011
**Short Form of Sub-Contract 2011 for use in Scotland
(Short Sub/Scot)**

Public Sector Supplement
Fair Payment [FP] and Building Information Modelling [BIM]

Issued November 2011

	Clause number	Modification
[FP]	Fifth Recital	After 'For the purposes of clause 12:' insert the following as a new paragraph: 'The due date for payment in each month is the _____ day of the month and the common valuation date shall be the date 7 days before the due date' ^[a]
[FP]	Clause 5-5	After 'Contractor's written consent.' insert : 'The due dates for interim payments under any sub-subcontract shall each be the monthly date specified in the Fifth Recital of this Sub-Contract, each valuation for an interim payment under the sub-subcontract shall be made as at the common valuation date and the final date for each payment shall be not later than 23 days after due date.'
[FP]	Clause 12-1	Delete the existing text and insert the following: 'The due dates for interim payments to the Sub-Contractor shall each be the monthly dates specified in the Fifth Recital, commencing (unless otherwise agreed) with the date next following the commencement of the Sub-Contract Works on Site and ending with the monthly date immediately preceding the due date for the final payment under clause 12-6.'
[FP]	Clause 12-2	After 'value of work properly carried out by the Sub-Contractor' insert 'as at the common valuation date'
[FP]	Clause 13-1	Delete '21 days' and insert '19 days'

[a] Contractors should ensure that the date inserted is the same monthly date as applies under the Main Contract.

Notes:

BIM protocols

Where there is an agreed BIM protocol that is relevant to a Short Form of Sub-Contract, it (or relevant parts of it) may be incorporated in the Sub-Contract by including reference to it in the last entry in the Second Recital.

Incorporation of modifications

As indicated in Part 3 of this Supplement, this schedule of modifications may also be incorporated in the Sub-Contract by including reference to it in the last entry in the Second Recital.



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Generic Contracts 2011
**Sub-subcontract 2011 for use in Scotland
(Sub-Sub/Scot)**

Public Sector Supplement
Fair Payment [FP] and Building Information Modelling [BIM]

Issued November 2011

Clause number	Modification
[FP] Third Recital	Insert the following as a new final paragraph: ‘the due date for payment in each month is the _____ day of the month and the common valuation date shall be the date 7 days before the due date’ ^[a]
[FP] Clause 12.1	Delete the existing text and insert the following: ‘The due dates for payments to the Sub-subcontractor shall each be the monthly dates specified in the Third Recital, commencing (unless otherwise agreed) with the date next following the commencement of the Sub-subcontract Works on Site.’
[FP] Clause 12.2	After ‘value of work properly carried out by the Sub-subcontractor’ insert ‘as at the common valuation date’
[FP] Clause 13.1	Delete ‘24 days’ and insert ‘23 days’

[a] Sub-Contractors should ensure that the date inserted is the same monthly date as applies under the Main Contract and Sub-Contract.

Notes:

BIM protocols

Where there is an agreed BIM protocol that is relevant to a Sub-subcontract, it (or relevant parts of it) may be incorporated in the Sub-subcontract by including reference to it in the penultimate entry in the Third Recital.

Incorporation of modifications

As indicated in Part 3 of this Supplement, this schedule of modifications may also be incorporated in the Sub-subcontract by including reference to it in the last entry in the Third Recital.



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