

**SINGAPORE MEDIATION CENTRE
BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENT ACT**

**SMC ADJUDICATION RULES
(10TH EDITION, 1 JANUARY 2024)**

1 The Adjudication Process

- 1.1 The adjudication process administered by the Singapore Mediation Centre (“**SMC**”) is governed by the prevailing Building and Construction Industry Security of Payment Act (the “**Act**”), the prevailing Building and Construction Industry Security of Payment Regulations (the “**Regulations**”), and the SMC Adjudication Rules (10th Edition, 1 January 2024) (“**Adjudication Rules**”) as set out herein.
- 1.2 The Adjudication Rules are made pursuant to the Act and shall be cited as the SMC Adjudication Rules (10th Edition, 1 January 2024).
- 1.3 In these Adjudication Rules, where the context so permits or requires:
- (a) Any reference to “*Adjudicator*” shall refer to:
 - (i) The Adjudicator appointed to determine an Adjudication Application; or
 - (ii) The Review Adjudicator(s) appointed to determine an Adjudication Review Application; or
 - (iii) The Adjudicator appointed to determine issues remitted pursuant to an Order of Court made under Section 27(8)(b) of the Act, as the case may be, and shall include any replacement or substitution thereof.
 - (b) Any reference to “*Adjudication*” shall refer to:
 - (i) The adjudication of an Adjudication Application; or
 - (ii) The adjudication of an Adjudication Review Application; or
 - (iii) The adjudication of issues remitted pursuant to an Order of Court made under Section 27(8)(b) of the Act, as the case may be.
 - (c) Any reference to “*Applicant*” shall refer to:
 - (i) The Claimant or the Respondent, as the case may be, who lodges an Adjudication Review Application; or
 - (ii) The Claimant or the Respondent, as the case may be, in whose favour an Order of Court has been made under Section 27(8)(b) of the Act for issues to be remitted to the Adjudicator for determination, and who wishes to proceed with such remission.
 - (d) Any reference to “*Determination*” shall refer to:
 - (i) The Determination issued by the Adjudicator in respect of an Adjudication Application; or

- (ii) The Determination issued by the Adjudicator in respect of an Adjudication Review Application; or
 - (iii) The Determination in relation to which an Order of Court has been made under Section 27(8)(b) of the Act for issues to be remitted to the Adjudicator for determination; or
 - (iv) The Determination rendered in relation to issues which were remitted to the Adjudicator pursuant to an Order of Court made under Section 27(8)(b) of the Act, as the case may be, and includes any amendment thereof.
- (e) Any reference to a “Party” shall be a reference to the Claimant or the Respondent in an Adjudication Application, or in an Adjudication Review Application, or in the remission of issues to the Adjudicator for determination pursuant to an Order of Court made under Section 27(8)(b) of the Act, as the case may be, and “Parties” shall mean both the Claimant and the Respondent.

2 Fees

Adjudication Application

- 2.1 The Claimant in an Adjudication Application shall pay the Adjudication Application Fee and Adjudicator Fee (including the initial and any additional deposit(s) for the Adjudicator Fee) (collectively referred to as the “Fees”) to SMC in accordance with the Fee Schedule in **Annex E**.
- 2.2 The total fees and expenses of the Adjudicator, as indicated in the Determination issued by the Adjudicator, will be paid out of the deposit paid by the Claimant. The Claimant may, subsequent to the issue of the Determination, seek a reimbursement of the costs of the Adjudication (*if applicable*) from the Respondent in accordance with the apportionment of costs as determined by the Adjudicator in his/her Determination.

Adjudication Review Application

- 2.3 The Applicant in an Adjudication Review Application shall pay the Adjudication Review Application Fee and Adjudicator Fee (including the initial and any additional deposit(s) for the Adjudicator Fee) (collectively referred to as the “Fees”) to SMC in accordance with the Fee Schedule in **Annex E**.
- 2.4 The total fees and expenses of the Adjudicator(s), as indicated in the Determination issued by the Adjudicator(s), will be paid out of the deposit paid by the Applicant. The Applicant may, subsequent to the issue of the Determination, seek a reimbursement of the costs of the Adjudication (*if applicable*) from the other Party in accordance with the apportionment of costs as determined by the Adjudicator(s) in their Determination.

Remission Application

- 2.5 The Applicant in the remission of issues to the Adjudicator for determination (“Remission”) pursuant to an Order of Court made under Section 27(8)(b) of the Act (“Remission Order”)

shall pay:

- (a) An Application Fee ("**Remission Application Fee**") in the same amount as the Adjudication Application Fee paid by the Claimant upon lodgment of the Adjudication Application in the first instance; and
- (b) The deposit for the Adjudicator Fee which shall be payable as if the Remission is a fresh Adjudication Application, and which shall be calculated in accordance with the Fee Schedule in **Annex E** on the basis of the total amount originally claimed in the Adjudication Application in the first instance.

Refund of Deposit

- 2.6 Where a Party is entitled to a refund of the deposit or any part of the deposit paid by that Party, SMC shall endeavour to make the refund to the Party within 21 working days of the earlier of the following dates:
- (a) date of the Determination; or
 - (b) date of notice of withdrawal of the Adjudication Application or the Adjudication Review Application or the Remission (as the case may be) given in accordance with the Act and the Regulations.

Conference Venues

- 2.7 If the conference venues of SMC are to be used for an Adjudication, the costs of rental of such venues shall be paid upfront to SMC at least 3 days in advance. Such costs shall be paid by the Claimant (in an Adjudication Application) or the Applicant in any other case in the first instance, unless otherwise directed by the Adjudicator.

Overseas Service of Documents

- 2.8 If a Party requires overseas service of documents by SMC on another Party, the Party requiring such overseas service shall bear the costs of such overseas service in full. SMC shall be entitled to seek payment from the Party who requires overseas service of the costs thereof and/or to set-off against any Fees held. If full payment of the costs of overseas services has not been received, SMC shall withhold the release of the Determination.

3 Lodgment of Documents

General

- 3.1 All documents to be lodged with SMC by physical lodgment shall be lodged at the following address:

Singapore Mediation Centre

1 Coleman Street, The Adelphi
#08-05, Singapore 179803

- 3.2 All documents to be lodged with SMC shall be lodged during SMC's opening hours, as set out below.

Monday to Friday (excluding Public Holidays): 9:00 am to 4:30 pm
Eve of Christmas / New Year / Chinese New Year: 9:00 am to 12:00 pm

Documents which are submitted to SMC after the above opening hours shall be treated as lodged the next working day.

- 3.3 All documents lodged with SMC shall be clearly typed (i.e. not handwritten) and printed on A4 sized paper. Accompanying documents should be clearly labelled and paginated.
- 3.4 Parties are encouraged to make a copy of all documents submitted to SMC for their own file records as SMC will not retain a copy of these documents.
- 3.5 SMC is not under any obligation to inquire into or verify the accuracy, authenticity and/or completeness of the documents submitted by a Party, or of any information contained therein. It shall solely be the Party's responsibility to ensure that the documents submitted to SMC are in compliance with the Act, the Regulations and the Adjudication Rules.
- 3.6 Where any documents submitted by a Party to SMC are submitted in soft copies, they shall be comprised in USB flash drives only, and it shall be the Party's responsibility to ensure that all of the documents therein can be read and downloaded.
- 3.7 If the Adjudicator requires a Party to provide documents in addition to those required to be lodged with SMC under the Act or the Regulations or the Adjudication Rules, the Adjudicator may request these additional documents from the Party directly. The Party shall provide the requested documents directly to the Adjudicator and shall keep SMC copied in their correspondence with the Adjudicator.
- 3.8 Where a document lodged by a Party is required to be served by SMC on another Party, SMC shall, for the purposes of such service, be entitled to rely only on the service address and/or the email address as indicated in the document and to effect service at that address. It shall be the responsibility of the Party lodging that document to ensure that the service address and/or email address indicated in the document is valid and effectual for the purposes of such service.
- 3.9 SMC's acceptance of any document lodged by a Party shall not constitute or be construed as SMC's acceptance or acknowledgment of the validity or correctness of the document.

Adjudication Application

- 3.10 An Adjudication Application shall be made by way of lodging the following documents:
- (a) Two (2) sets of:
 - (i) original duly completed and signed Adjudication Application Form (Form AA-1) (**Annex A**);
 - (ii) accompanying documents containing identical content; and
 - (b) Payment for the Adjudication Application Fee and the deposit for the Adjudicator Fee (the “Fees”). Where the Fees exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier’s order made payable to the “*Singapore Mediation Centre*”. Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the Claimant.
- 3.11 If the Claimant is not legally represented at the time of lodgment of the Adjudication Application but is later represented, the Claimant shall upon obtaining such legal representation submit to SMC a letter of authorisation from the Claimant authorising the relevant law firm to act on the Claimant’s behalf.

Adjudication Response

- 3.12 An Adjudication Response shall be made by way of lodging two (2) sets of the following documents:
- (a) Original duly completed and signed Adjudication Response Form (Form AR-1) (**Annex B**);
 - (b) Accompanying documents containing identical content.
- 3.13 If the Respondent is not legally represented at the time of lodgment of the Adjudication Response but is later represented, the Respondent shall upon obtaining such legal representation submit to SMC a letter of authorisation from the Respondent authorising the relevant law firm to act on the Respondent’s behalf.

Adjudication Review Application

- 3.14 An Adjudication Review Application shall be made by way of lodging the following documents:
- (a) Four (4) sets of:
 - (i) original duly completed and signed Adjudication Review Application Form (Form ARA-1) (**Annex C**);
 - (ii) accompanying documents containing identical content;

- (b) Payment for the Adjudication Review Application Fee and the deposit for the Adjudicator Fee (the “Fees”). Where the Fees exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier’s order made payable to the “*Singapore Mediation Centre*”. Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the Applicant.

3.15 If the Applicant is not legally represented at the time of lodgment of the Adjudication Review Application but is later represented, the Applicant shall upon obtaining such legal representation submit to SMC a letter of authorisation from the Applicant authorising the relevant law firm to act on the Applicant’s behalf.

Remission Application

3.16 An Applicant wishing to proceed with the Remission pursuant to a Remission Order shall make an application for Remission by way of lodging the following documents (“*Remission Documents*”) with SMC within 7 days of the Remission Order but in any event before the date of commencement as specified in the Remission Order:

- (a) Two (2) sets of:
 - (i) original duly completed and signed Remission Application Form (Form REM-1) (**Annex D**);
 - (ii) copy of the Remission Order;
 - (iii) copy of the Determination; and
 - (iv) grounds and scope of the Remission.

- (b) Payment for the Remission Application Fee and the deposit for the Adjudicator Fee (the “Fees”). Where the Fees exceed SGD5,000, such payment shall be made by way of a cheque issued by the representing law firm (if legally represented) or a cashier’s order made payable to the “*Singapore Mediation Centre*”. Where the Fees are SGD5,000 or below, such payment may be made by way of a cheque issued by the Applicant.

3.17 If the Applicant is not legally represented at the time of lodgment of the Remission Documents but is later represented, the Applicant shall upon obtaining such legal representation submit to SMC a letter of authorisation from the Applicant authorising the relevant law firm to act on the Applicant’s behalf.

4 Appointment of Adjudicator

4.1 Upon lodgment of an Adjudication Application or an Adjudication Review Application, SMC shall appoint a person (or persons, as the case may be) to act as the Adjudicator.

4.2 Subject to Rule 4.3, where the Claimant and the Respondent has each lodged an Adjudication Review Application in relation to the same Determination:

- (a) Both Adjudication Review Applications shall be dealt with and administered by SMC together, provided that each Applicant shall remain liable to pay the Fees for its own

Adjudication Review Application separately from that lodged by the other Applicant;

- (b) SMC shall appoint the same Adjudicator(s) for both Adjudication Review Applications, and both applications shall be determined by the same Adjudicator(s), who shall be entitled to be paid their Adjudicator Fee(s) for each application separately.
- 4.3 Rule 4.2 shall only apply where the same number of Adjudicator(s) is to be appointed for both Adjudication Review Applications as prescribed under Regulation 10(3) of the Regulations.
- 4.4 Where an Applicant has lodged Remission Documents, SMC shall, within 7 days after receipt of the Remission Documents, appoint the Adjudicator and give notice of such appointment to the Applicant and to the other Party. In this respect:
- (a) SMC shall in the first instance invite the original Adjudicator who had issued the Determination ("**Original Adjudicator**") to act as the Adjudicator in the Remission;
 - (b) If the Original Adjudicator for any reason fails to accept the appointment by the close of business on the next working weekday immediately following the date on which the invitation was made by SMC, SMC shall appoint a replacement adjudicator to act as the Adjudicator in the Remission, provided always that the Original Adjudicator shall be obliged to accept the appointment unless he/she has, as at the time of SMC's invitation, become ineligible to act as Adjudicator by virtue of Regulation 11(2) of the Regulations.
- 4.5 SMC shall appoint a person (or persons, as the case may be) who, in its view, is (or are) suitably qualified to serve as the Adjudicator. If a person fails to respond to SMC's invitation to accept appointment as Adjudicator within the time prescribed by SMC in the invitation, SMC may take such action as it deems appropriate to appoint another person as the Adjudicator.
- 4.6 A person invited to accept appointment as Adjudicator, or who has been appointed as Adjudicator, shall promptly disclose any circumstances which render him/her, or which are likely to render him/her, ineligible to act or to continue acting as Adjudicator by virtue of Regulation 11(2) of the Regulations.
- 4.7 The Adjudicator shall comply with the **Code of Conduct of Adjudicators** in **Annex F**.
- 4.8 The Adjudicator shall be bound by the **Disciplinary Rules for Adjudicators** in **Annex G**.
- 4.9 In accepting an appointment, the Adjudicator expressly agrees to the remuneration fixed by the Act, and he/she shall not make any unilateral arrangements with any of the Parties for additional Fees. In addition, the Adjudicator agrees to pay SMC a management fee as determined by SMC from time to time.
- 4.10 The Adjudicator (or any member of his/her firm or company) shall not act for any of the

Parties at any time in connection with the subject matter of the Adjudication.

- 4.11 The Adjudicator and SMC are not agents of, or acting in any capacity for, any of the Parties. The Adjudicator is not an agent or servant or contractor of SMC.
- 4.12 SMC is not liable to the Adjudicator for any or any part of the Adjudicator Fee due to the Adjudicator under the Act and Regulations. The Adjudicator shall only be paid the Adjudicator Fee when SMC has obtained full payment of the Fees and has released the Determination.
- 4.13 SMC may take such action as provided in the Act where an Adjudicator fails to deliver his/her Determination within the timelines prescribed by the Act and Regulations.

5 SMC's Role

- 5.1 SMC shall be responsible for the appointment of the Adjudicator, and shall where appropriate, provide administrative support to facilitate the conduct of the Adjudication.
- 5.2 SMC shall not provide any advice relating to the Act or the Regulations or the Adjudication Rules, including but not limited to any advice on the requirement for any documents which should be filed with an Adjudication Application, Adjudication Response, Adjudication Review Application or Remission, nor any advice on the validity or correctness or sufficiency of any documents lodged with SMC.

6. Appointment of Replacement Adjudicator

- 6.1 If a Party notifies SMC in writing ("*Party's Disqualification Notice*") that the Adjudicator has ceased to meet the eligibility criteria for adjudicators or has become unable to perform the Adjudicator's duties for any reason ("*Disqualifying Matters*"), SMC shall, by the close of business on the next working weekday immediately following receipt of the Party's Disqualification Notice, notify the Adjudicator and the other Party in writing ("*SMC's Notice*") of the Party's Disqualification Notice and serve a copy thereof on the Adjudicator and on the other Party.
- 6.2 The Adjudicator and the other Party shall, by the close of business on the next working weekday immediately following receipt of SMC's Notice, respond in writing ("*Response*") to the matters alleged in the Party's Disqualification Notice. The Response shall be served on SMC and on the Party who gave the Party's Disqualification Notice.
- 6.3 If SMC is satisfied, after taking into account any Response duly given by the Adjudicator and/or the other Party, that the Disqualifying Matters have occurred, SMC shall, within 7 days after receiving the Party's Disqualification Notice, appoint another Adjudicator in replacement of the original Adjudicator, and notify all relevant parties of such appointment.
- 6.4 If the Adjudicator notifies SMC in writing ("*Adjudicator's Disqualification Notice*") of any Disqualifying Matters, or if the Adjudicator resigns for any reason, SMC shall, within 7

days after receiving the Adjudicator's Disqualification Notice or the Adjudicator's resignation, appoint another Adjudicator in replacement of the original Adjudicator, and notify all relevant parties of such appointment.

- 6.5 SMC shall be deemed to have become aware of the Disqualifying Matters only upon (but not before) receiving the Party's Disqualification Notice or the Adjudicator's Disqualification Notice, whichever is the earlier.

7 Confidentiality

- 7.1 All persons involved in the Adjudication shall keep all matters and/or documents related to the Adjudication confidential in accordance with the Act and the Regulations.

8 Waiver of Liability

- 8.1 No liability shall lie against an Adjudicator with respect to anything done or omitted to be done in the discharge or purported discharge of his/her functions or duties under the Act and the Regulations.

- 8.2 No liability shall lie against SMC or any person acting under the direction of SMC with respect to anything done or omitted to be done in good faith in the discharge or purported discharge of SMC's functions of nominating adjudicators under the Act and the Regulations, and in good faith and with reasonable care in the discharge or purported discharge of any other functions or duties of SMC under the Act and the Regulations.

9 Determinations

- 9.1 All Determinations shall be made in writing and shall be binding on the Parties in accordance with the Act and the Regulations.

- 9.2 Parties shall only be entitled to receive the Determination upon full payment of the Fees (and, where applicable, the full payment of the costs of overseas service) as advised by SMC. SMC shall be entitled to withhold the Determination from the Claimant and the Respondent until full payment of the Fees (and, where applicable, the full payment of the costs of overseas service) has been received.

- 9.3 A Determination shall be served within two working days from the date of the Determination.

10 Withdrawal

- 10.1 Where the Adjudication Application is withdrawn by the Claimant, the Claimant shall be liable to pay all Fees incurred in relation to the Adjudication up to and including the date on which the Adjudication Application is withdrawn.

- 10.2 Where the Adjudication Review Application is withdrawn by the Applicant, the Applicant shall be liable to pay all Fees incurred in relation to the Adjudication up to and including the date on which the Application Review Application is withdrawn.

10.3 Where the Remission is withdrawn by the Applicant, the Applicant shall be liable to pay all Fees incurred in relation to the Remission up to and including the date on which the Remission is withdrawn.

10.4 The effective date of withdrawal of the Adjudication Application or Adjudication Review Application or Remission, as the case may be, is the date of the service of the withdrawal notice pursuant to Section 20 of the Act. SMC shall not be obliged to give any acknowledgment that the withdrawal has been validly effected.

11 Payment of Adjudicated Amount into ANB’s Trust Account for Adjudication Review Application

11.1 Where the Respondent is required to pay the adjudicated amount to SMC in relation to the lodgment of an Adjudication Review Application pursuant to Section 18(3) of the Act:

- (a) The Respondent shall pay the adjudicated amount directly into the trust account maintained by SMC pursuant to Section 28A of the Act (“**Trust Account**”). The particulars of the Trust Account are as follows:

Account Name:	BCISOPA ANB - ADJUDICATED AMOUNT CLIENT ACCOUNT
Bank:	United Overseas Bank Limited
Account Number:	6313080185
Swift Code:	UOVBSGSG
Bank Code:	7375
Branch Code:	630
Bank Address:	United Overseas Bank Limited 80 Raffles Place Singapore 048624

- (b) It shall be solely the Respondent’s responsibility to ensure that the adjudicated amount has been credited in full into the Trust Account as at the time of lodgment of the Adjudication Review Application, and to procure and provide documentary evidence of that fact. The Respondent shall include such documentary evidence in the Adjudication Review Application, and it shall be solely the Respondent’s responsibility to satisfy the Adjudicator that the Respondent has duly paid the adjudicated amount in full into the Trust Account prior to lodging the Adjudication Review Application, in compliance with the Act and the Regulations;

- (c) In any event, SMC shall have no obligation whatsoever to inquire or ascertain whether any adjudicated amount is required to be paid by the Respondent to SMC, or whether the adjudicated amount has been paid into the Trust Account as at the time of lodgment of the Adjudication Review Application.

12 **Communications**

- 12.1 All communications by a Party to the Adjudicator shall be copied to the other Party and SMC.

13 **Amendments to the Adjudication Rules**

- 13.1 SMC reserves the right to amend and/or vary these Adjudication Rules at any time and from time to time without prior notification, at its sole discretion, in accordance with the Act and Regulations.

Annexes

Annex A	Adjudication Application Form (AA-1)
Annex B	Adjudication Response Form (AR-1)
Annex C	Adjudication Review Application Form (ARA-1)
Annex D	Remission Application Form (REM-1)
Annex E	Fee Schedule
Annex F	Code of Conduct for Adjudicators
Annex G	Disciplinary Rules for Adjudicators

Issued by:

Singapore Mediation Centre
1 January 2024