

PURCHASE ORDER

GENERAL TERMS & CONDITIONS

1. This Purchase Order is issued in accordance with your quotation and other documents referred to on the attached schedule of documents. The conditions of our bid documents and Purchase Order override your quotation and accompanying documentation.
2. The Trade Contractor's rates and prices forming part of the quotation shall be inclusive of all ancillary and other works and expenditure whether specifically mentioned or described in the bid documents, but which are indispensably necessary to carry out and bring to completion the works or which may be necessary to overcome difficulties before completion i.e no claim will be entertained for additional works which should have been reasonably foreseen.
3. The Trade contractors' quotation is a fixed price for the duration of the contract unless stated otherwise.
4. **Non Productive Overtime**
In the event of ISG Asia authorising in writing overtime working and the trade contractor incurring an additional cost as a result, the non productive element of overtime will be evaluated at the rates agreed with ISG Asia, extended by the hours.
5. The programme for the works is for commencement and completion in accordance with the dates noted in the Appendix. The Trade contractor is to contact our Construction Manager to confirm these dates.
6. **Payment**
 - i. This Purchase Order is strictly Net.
 - ii. This contract is subject to retention. The first half as stated in the Appendix being released on Practical Completion of the main contract, the balance at the end of the Defects Liability Period providing all defects have been rectified.
 - iii. Retention, when held, is not automatically released at the end of the stated retention period. The Trade Contractor must present an invoice in respect of release of retention. Retention sum shall be released upon ISG Asia receipt of retention sum from the Client
 - iv. The Trade contractor shall submit a progress claim upon completion of works or part of the works upon which ISG Asia shall then issue a Subcontract, within 21 days after receiving progress claim letter. The Trade contractor shall issue an invoice with attached Subcontract Valuation to ISG Asia. Please note that no invoice will be entertained without a prior progress claim letter from Trade Contractor.
 - v. Payment will be made within 30 days of receipt of ISG Asia receiving payment from the Employer. Payment will also only be made upon receipt of your invoice net of retention, which shall state Purchase Order number in full and shall not exceed the value of said Purchase Order. Purchase Orders shall be obtained for all additional works
 - vi. The final account shall be provided to ISG Asia within 14 days of completion of your works.
7. Liquidated and Ascertained Damages are \$55,000 per day or there part thereof unless stated differently in the Purchase Order.
8. This Purchase Order is issued on the understanding that the Trade contractor shall have visited the site.
9. The Trade contractor's quotation includes for unloading materials and conveying them to the points of fixing.
10. The Trade contractor's quotation includes for all visits necessary and co-ordination with other trades needed to complete the Trade contractor's works
11. The Trade Contractor shall comply with all security, health and safety notices issued by ISG Asia
12. **Trade contractors undertaking**
The Trade contractor will provide upon and subject to the following conditions everything which is necessary for the execution and completion of the Works in accordance with all Drawings, Specifications and/or instruction supplied to him and will deliver up the Works to ISG Asia complete in every particular to the satisfaction of ISG Asia and the designer appointed
13. **Progress and completion**
The Works are to be commenced on the date the Trade contractor is instructed to proceed and are to be completed within the trade contract period subject only to such fair and reasonable extension of time as ISG Asia shall allow. The Works are to be carried out diligently and in such order, manner and time as ISG Asia may reasonably direct. If the Trade contractor is in breach of the foregoing he shall be liable for Liquidated and Ascertained Damages at the rate stated above.
14. The Trade contractor will maintain, fully protect and make good practical damage at no additional cost to ISG Asia and to the satisfaction of ISG Asia all materials and works installed on site up to and until Practical Completion
15. The Trade contractor's quotation includes such temporary works as are necessary to enable the works to continue unabated
16. **Use of Scaffolding**
The Trade contractor shall at his own risk and at such time(s) and for such period(s) as ISG Asia may direct have free use of ISG Asia scaffolding, ladders and mechanical hoisting facilities which may be available on the site or already in position and will make good at his own expenses any damage, loss or injury suffered by ISG Asia or others as a result of such use. The Trade contractor will indemnify ISG Asia in respect of all or any damage, claim, loss or expense to or involving any plant (whether of the type aforesaid or otherwise) hired or loaned or otherwise made available to the Trade contractor or operating for the Trade contractors benefit
17. **Temporary Services, workshops and offices**
The Trade contractor shall, at his own risk have reasonable and free use, in common with others engaged upon the site, of the water supply, temporary plumbing, temporary safety lighting and temporary electric power, but he is to provide to the approval of ISG Asia and at his own expense any necessary task lighting, temporary site office, work shop, accommodation, etc. Electric power supply for small tools and equipment used on the site shall be 240v AC single phase. Any such electrical equipment to carry out the Works must be in good mechanical condition and suitable for the electrical power supply and fittings made available and fitted with suitable plug sockets and connectors to the relevant national standard.
18. **Welfare Facilities**
The Trade contractor shall, at his own risk have reasonable and free use, in common use of the temporary welfare accommodation and/or services (including First Aid facilities and treatment) which ISG Asia may provide on the site in connection with the Works provided that such use shall be at the sole risk of the Trade contractor who shall indemnify ISG Asia and/or their employees against any claim for loss, damage or personal injury arising therefrom.
19. The Trade contractor shall obtain written authority from ISG Asia prior to any cutting, drilling, scabbling or the like to existing work and base building structure
20. **Sub Surfaces**
The Trade contractor shall satisfy himself before commencing work, as to the suitability of any surfaces to which the Trade contractor is to fix, apply or lay his work.
21. **Responsibilities and indemnities in respect of injury, damage or loss**
 - a) The Trade contractor shall indemnify and save harmless ISG Asia against and from all claims, causes of action, costs, loss and expense whatsoever in respect of -
 - i) Personal injury or death of any person or injury or damage to any property real or personal arising out of or in the course of or caused by any works executed by the Trade contractor, and
 - ii) Any negligence or breach of duty on the part of the Trade contractors, his or their servants or agents, and
 - iii) Any breach or non-performance or non-observance by the Trade contractor, his sub contractors, his or their servants or agents of the provisions of this Purchase Order, and
 - iv) Any act, omission, default or neglect of the Trade contractor, his Trade contractors or their servants or agents in so far as they relate or apply to the works and are not inconsistent with the provisions of this Purchase Order.
 - b) The Trade contractor shall adequately insure his and ISG Asia's liability in respect of any claims, causes of action, costs, losses and expenses in respect of any of the matters referred to in sub-Clause 20 (a) (i) and (ii) above and shall on demand produce to ISG Asia adequate evidence of such insurance
 - c) The Works, materials, tools, plant, scaffolding, machinery and buildings of the Trade Contractor, the subject of or used in connection with this work whether on site or not, shall in every respect be at the Trade contractors risk (except those risks for which the Trade contractor is not responsible under Clause 20)
22. **Insurance by others**
The Trade contractor shall not be responsible for loss or damage caused by fire, storm, tempest, lightning, flood, bursting and overflowing of water tanks, apparatus or pipes, earthquake, aircraft or anything dropped therefrom, aerial objects, riot and civil commotion, to the works or to any materials (other than temporary buildings, plant, tools, scaffolding and machinery provided by the Trade contractor, or any scaffolding or other plant which is loaned to him by ISG Asia property upon the site and in connection with and for the purpose of the work. In the event of any such loss or damage, the Trade contractor shall, if and when directed by ISG Asia in writing, proceed immediately with the rectification or replacement of the damaged work and materials and the erection and completion of the works in full accordance with the terms, provisions and conditions hereof. Whilst the Trade contractor is jointly insured by ISG Asia for fire and the above specified perils, his own construction plant is excluded and ISG Asia has no responsibility for insuring this
23. **Employers liability and Third Party Insurance**
The Trade contractor shall adequately insure against all employers' liability and Third Party (including Third Party Fire) risks arising out of the execution of the works and produce on demand policies of such insurance, together with receipts for premiums. Third Party insurance shall be a minimum of \$2,000,000 for each and every occurrence
24. **Overtime and Night Gains**
No overtime is to be worked without the Trade contractor first obtaining the consent in writing of ISG Asia. No payment for overtime or night work will be made unless the Trade contractor is so advised in writing by ISG Asia and, if the Trade contractor is so advised, he will be reimbursed the net additional costs
25. **Variations, Extra Works and Dayworks**
No variation shall vitiate this sub-contract but the Trade contractor shall advise ISG Asia in writing of all work involving a variation or extra work within two days of such variation or extra work becoming apparent at the same time submitting a detailed and priced calculations based upon this trade contract showing such price adjustment, if any. Variations or extra work shall not be undertaken by the Trade contractor nor shall he receive payment for such variation or extra works without written authority from ISG Asia. Where variations or extra works cannot be valued by reference to this trade contract then the value of such variations or extra works shall be subject to agreement from ISG Asia.
Payment will only be made for additional works if payment is made by the Employer to ISG Asia in respect of authorized variations. The trade contractor is deemed to have allowed for all works which are indispensably necessary as referred to in Clause 2.
26. **Annual Holidays**
The Trade contractor will be deemed to have included in his tender for any additional costs due to his phasing his work in progress to suit the requirements of Gazetted Holidays.
27. **Removal of Rubbish**
All rubbish and/or surplus materials and plant of the Trade contractor must be removed daily from the vicinity of the works, paths, roads etc. to an approved position on the site which shall normally be a container on each floor level. Should the Trade contractor fail in his duty to carry out this clearance, ISG Asia shall carry out the work on his behalf and charge him the full cost plus an administration fee.
28. **Health, Safety and Welfare**
The Trade contractor shall comply with ISG Asia requirements on matters affecting the conduct of work on the site and all statutes, by laws and regulations affecting the works and the carrying out thereof.
29. **Information Provided by Others**
ISG Asia shall not be liable to the Trade contractor in respect of or in relation to any disruption or delay caused to the Trade contractor arising from or in connection with the late receipt or non-receipt by the Trade contractor or any instructions, drawings, levels or other information unless the Trade contractor has made written application to ISG Asia for such instructions, drawings, levels or other information at a date which is not unreasonably distant from nor unreasonably close to the date on which it is necessary for the Trade contractor to receive the same.
30. **Information Provided for Others**
Any instructions, drawings, levels or other information relating to the Works which is requested from the Trade Contractor must be provided in due time and so as not to cause any disruption or delay to the project. The Trade contractor must ensure that the works are undertaken so as to cause the minimum disturbance, delay or disruption to ISG Asia or any Trade contractor of ISG Asia or others
31. **Use of site**
The site shall not be used for any purpose other than for the carrying out of the works. Works to be executed outside the site boundary shall be carried out to suit the convenience of adjacent occupiers at times to be agreed by ISG Asia in writing.
32. **Adjustment of Provisional Sums**
Instructions will be issued in respect of provisional sums. No loss of profit will be allowed in respect of such instructions.
33. **Determination of Trade contractors' Employment**
ISG Asia may without prejudice to any other of its rights or remedies summarily determine the Trade contractors' employment under this trade contract in respect of the whole or any portion of the works if the Trade contractor-
 - i) fails within seven (7) days notice in writing from ISG Asia to proceed diligently with the works to the reasonable satisfaction of ISG Asia and at all times in such a manner as will not, in the opinion of ISG Asia prejudice the completion of the whole or any portion of the works under the main contract.
 - ii) fails forthwith upon notice from ISG Asia to commence remedial work to any defective workmanship and/or materials or fails to proceed with the same with due diligence or to complete such remedial work to the satisfaction of ISG Asia and the architect within a set period as ISG Asia may specify in the said notice or if none is so specified within a reasonable time.
 - iii) fails to complete and delivery up the whole or any portion of the works by the time or times specified or by such extended time or times as may be allowed by ISG Asia.
 - iv) fails to withdraw immediately, at the request of ISG Asia any one or more of his employees to whom ISG Asia objects or whose presence on the work may contravene the conditions of this agreement, or may cause labour disputes in the Trade contractors' or any other trade, and to replace such employees immediately by others against whom there is no objection.
 - v) makes any arrangements with his creditors, has a Receiver Order made against him, executes a Bill of Sale, or commits an act of bankruptcy or, being a limited company, goes into liquidation, or has a Receiver appointed.
 - vi) fails within seven (7) days' notice in writing from ISG Asia to comply with any of the obligations on the part of the Trade contractor herein contained.
 - vii) suspend works without justification for more than 3 days after receipt of written warning notice from ISG Asia
 - viii) Fails to comply with specifications agreed upon at time of contract agreement after receipt of written warning from ISG Asia
 ISG Asia may within 7 days in writing determine the sub-contract
34. **Provisions in case of Determination**
In the event that the notice of termination is as a fact justified, your company shall not remove any of its equipment, materials or property on the site and notwithstanding anything contained in these conditions, shall be entitled to no further payment until completion of the works by ISG Asia or by others whereupon the Trade contractor shall become entitled to payment for works executed by the Trade contractor subject always to the right of ISG Asia to set off all losses expense and damages suffered or which may be suffered by ISG Asia reason of such determination and subject further to any other right of set off which ISG Asia may have. For the purposes of such completion ISG Asia shall have free use of the Trade contractor's equipment, materials and property on the site without responsibility to the Trade contractor for fair wear and tear thereof and to any materials or fabricated work lying at the Trade contractors' works or workshop which have been bought or fabricated for the purpose of this trade contract. If not so justified, both parties shall assess and agree upon a fair value of work done on site referring to the original contract sum as a basis for valuation. The original contract rates shall apply.
35. **Applicable Law**
The Contract shall be governed and construed in all respects and in accordance with the laws of Singapore
36. **Disputes**
 - (i) If any dispute arises between the Parties in connection with this trade contract either Party may request that it be referred to mediation in accordance with and subject to the provisions of the Arbitration Act or any modification thereof for the time being in force
 - (ii) If either Party refuses such request for mediation or if mediation fails to resolve the dispute then, within 90 days of such refusal or failure or, should the Party instigating resolution of such dispute as detailed in sub-clause (i) of this Clause not wish to refer the matter to mediation such dispute shall, subject to the provisions of this Clause, be referred to the arbitration and final decision of a single arbitrator in accordance with and subject to the provisions of the Arbitration Ordinance or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance.
 - (iii) If any dispute arises in connection with the Main Contract and ISG Asia is of opinion that such dispute touches or concerns the trade contract Works, then provided that a mediator or an arbitrator has not already been agreed or appointed in pursuance of the preceding sub-clauses, ISG Asia may by notice in writing to the trade contractor require that any dispute under this trade contract shall be referred to the mediator and/or arbitrator to whom the dispute under the Main Contract is referred and if such mediator or arbitrator (hereinafter called "the joint arbitrator" or "the joint mediator" as the case may be) be willing to so act, such dispute under this trade contract shall be so referred. In such event the joint arbitrator/joint mediator may, subject to the consent of the Employer, give such directions for the determination of the two said disputes either concurrently or consecutively as he may think just and convenient and provided that the trade contractor is allowed to act as a party to the dispute between the Employer and ISG Asia, the joint arbitrator/joint mediator may in determining the dispute under this trade contract take account of all material facts proved before him in the dispute under the Main Contract.
 - (iv) If at any time before an arbitrator has been agreed or appointed in pursuance of sub-clause (ii) of this clause any dispute arising in connection with the Main Contract is made the subject of proceedings in any court between the Employer and ISG Asia and the ISG Asia is or becomes a party to such proceedings, then provided that such dispute touches or concerns the trade contract Works, he may by notice in writing to the trade contractor abrogate the provisions of sub-clause (ii) of this Clause and thereafter no dispute under this trade contract shall be referable to arbitration without further submission by ISG Asia and the trade contractor.
 - (v) Any reference to arbitration under sub-clause (ii) hereof shall not be opened until after the completion or alleged completion of the Main Works or termination of the Main Contract and this trade contract without the written consent of ISG Asia
37. **Health and Safety Provisions**
All operatives and staff employed by Trade contractors on the site will be required to wear suitable clothing including Safety Helmets and protective footwear.
In the event that any employee of the Trade contractor shall refuse to wear a Safety Helmet or other suitable clothing he will be required to leave the site immediately.
Any complaint or comment concerning ISG Asia site facilities shall be communicated without delay to ISG Asia site Management, as shall any other matter which might have an adverse effect on Health and safety on site.
38. The Trade contractor is to provide a full time supervisor on site for the full duration of the Trade contractor's works.
39. All Trade Contractors/vendors/suppliers shall submit operational and Maintenance Manual within 2 weeks after completion of work
40. Trade Contractor shall determine on site the actual quantity including wastage for supply and install contract before ordering of materials.
41. All Trade Contractors shall attend all weekly Trade Contractor Meeting on site.
42. All additional works other than original scope stated in the Purchase Order shall be accompanied with Site Instructions (SI) issued by ISG Asia's Project Manager. No quotation or invoice shall be entertained without any SI attached
43. All addition claims for labour supply item shall be accompanied with time sheets endorsed on a daily basis by ISG Asia's Project Manager. All original copy of time sheets shall be submitted to ISG Asia for assessment and approval
44. All construction details shall be obtained from Project Manager.
45. All suppliers shall submit catalogue, specifications, warranty, etc to ISG Asia for reference
46. Whereby quantities are indicated in the Purchase Order, they shall be subject to site measurement based upon completion of works otherwise the works shall be deemed a lump sum and not subject to remeasurement. Where quantities are indicated in a BQ schedule issued with invitation to quote then these are included to provide a preliminary indication of the type and volume associated with the trade contract. ISG Asia make no representation as to the accuracy, completeness or otherwise of these and the trade contractor will be deemed to have verified and adjusted them to reflect the full scope of works identified in the specifications and drawings.
47. Where quantities are provided as stated above, the trade contractor by entering his rate against the respective BQ item, which shall be extended on the basis of the indicative quantities, and the prices carried forward to the summary. A separate item is included in the final summary for the trade contractor to have priced any adjustment to the indicative quantities that the tenders may identify to be necessary to reflect the full scope of the works. This shall be priced as a lump sum item. The trade contractor shall provide ISG Asia with a detailed breakdown of this lump sum, if requested by ISG Asia.
48. Retention sum will not be released at the end of Defects Liability Period until the receipt of endorsed Trade Contractor's Statement of Final Account from your company.