

# SUBCONTRACTOR ORDER

## GENERAL TERMS & CONDITIONS

1. This Subcontractor 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 subcontractor order override your quotation and accompanying documentation.
2. The Subcontractor'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 Subcontractor's 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 Subcontractor 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 Subcontractor is to contact our Construction Manager to confirm these dates.
- 6. Payment**
- This Subcontractor Order is strictly Net.
  - 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.
  - Retention, when held, is not automatically released at the end of the stated retention period. The Subcontractor 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.
  - The Subcontractor shall submit a progress claim upon completion of works or part of the works upon which ISG Asia shall then issue a Subcontract Valuation within 21 days after receiving progress claim letter. The Subcontractor 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 Subcontractor.
  - 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 Subcontractor Order number in full and shall not exceed the value of said Subcontractor Order. Subcontractor Orders shall be obtained for all additional work.
  - The final account shall be provided to ISG Asia within 14 days of completion of your works.
7. Liquidated and Ascertained Damages are \$5,000 per day or there part thereof unless stated differently in the Subcontractor Order.
8. This Subcontractor Order is issued on the understanding that the Subcontractor shall have visited the site.
9. The Subcontractor's quotation includes for unloading materials and conveying them to the points of fixing.
10. The Subcontractor's quotation includes for all visits necessary and co-ordination with other trades needed to complete the Subcontractor's works.
11. The Subcontractor shall comply with all security, health and safety notices issued by ISG Asia.
- 12. Subcontractors undertaking**
- The Subcontractor 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 instructions 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 Subcontractor is instructed to proceed and are to be completed within the Subcontract 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 Subcontractor is in breach of the foregoing he shall be liable for Liquidated and Ascertained Damages at the rate stated above.
14. The Subcontractor will maintain, fully protect and make good 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 Subcontractor's quotation includes such temporary works as are necessary to enable the works to continue unabated.
- 16. Use of Scaffolding**
- The Subcontractor 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 expense any damage, loss or injury suffered by ISG Asia or others as a result of such use. The Subcontractor 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 Subcontractor or operating for the Subcontractors benefit.
- 17. Temporary Services, workshops and offices**
- The Subcontractor 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 electric power supply and fittings made available and fitted with suitable plug sockets and connectors to the relevant national standard.
- 18. Welfare Facilities**
- The Subcontractor shall, at his own risk have reasonable and free use, in common use of the temporary welfare accommodation and/or site facilities (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 Subcontractor who shall indemnify ISG Asia and/or their employees against any claim for loss, damage or personal injury arising therefrom.
19. The Subcontractor 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 Subcontractor shall satisfy himself before commencing work, as to the suitability of any surfaces to which the Subcontractor is to fix, apply or lay his work.
- 21. Responsibilities and indemnities in respect of injury, damage or loss**
- The Subcontractor shall indemnify and save harmless ISG Asia against and from all claims, causes of action, costs, loss and expense whatsoever in respect of:
    - Personal injury or death of any person or injury or damage to any property real or personal arising out or in the course of or caused by any works executed by the Subcontractor, and
    - Any negligence or breach of duty on the part of the Subcontractors, his or their servants or agents, and
    - Any breach or non-performance or non-observance by the Subcontractor, his subcontractors, his or their servants or agents of the provisions of this Subcontractor Order, and
    - Any act, omission, default or neglect of the Subcontractor, his Subcontractors 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 Subcontractor Order.
  - The Subcontractor 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.
  - The Works, materials, tools, plant, scaffolding, machinery and buildings of the Subcontractor, the subject of or used in connection with this work whether on site or not, shall in every respect be at the Subcontractors risk (except those risks for which the Subcontractor is not responsible under Clause 20)
- 22. Insurance by others**
- The Subcontractor 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 Subcontractor, or any scaffolding or other plant which is loaned to him) by ISG Asia properly upon the site and in connection with and for the purpose of the work. In the event of any such loss or damage, the Subcontractor 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 Subcontractor 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 Subcontractor 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 Gangs**
- No overtime is to be worked without the Subcontractor first obtaining the consent in writing of ISG Asia. No payment for overtime or night work will be made unless the Subcontractor is so advised in writing by ISG Asia and, if the Subcontractor is so advised, he will be reimbursed the net additional costs.
- 25. Variations, Extra Works and Dayworks**
- No variation shall vitiate this Subcontract but the Subcontractor 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 detailed and priced calculations based upon this Subcontract showing such price adjustment, if any. Variations, or extra work shall not be undertaken by the Subcontractor 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 subcontract 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 Subcontractor is deemed to have allowed for all works which are indispensably necessary as referred to in Clause 2.
- 26. Annual Holidays**
- The Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor in respect of or in relation to any disruption or delay caused to the Subcontractor arising from or in connection with the late receipt or non-receipt by the Subcontractor or any instructions, drawings, levels or other information unless the Subcontractor 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 Subcontractor 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 Subcontractor must be provided in due time and so as not to cause any disruption or delay to the project. The Subcontractor must ensure that the works are undertaken so as to cause the minimum disturbance, delay or disruption to ISG Asia or any Subcontractor 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 Subcontractor Employment**
- ISG Asia may without prejudice to any other of its rights or remedies summarily determine the Subcontractors' employment under this subcontract in respect of the whole or any portion of the works if the Subcontractor:
- 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.
  - 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.
  - fails to complete and deliver 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.
  - 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 works may contravene the conditions of this agreement, or may cause labour disputes in the Subcontractors' or any other trade, and to replace such employees immediately by others against whom there is no objection.
  - makes any arrangements with his creditors, has a Receiving 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.
  - fails within seven (7) days' notice in writing from ISG Asia to comply with any of the obligations on the part of the Subcontractor herein contained.
  - suspend works without justification for more than 3 days after receipt of written warning notice from ISG Asia.
  - 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 subcontract.
- 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 Subcontractor shall become entitled to payment for works executed by the Subcontractor 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 Subcontractor's equipment, materials and property on the site without responsibility to the Subcontractor for fair wear and tear thereof and to any materials or fabricated work lying at the Subcontractors' works or workshop which have been bought or fabricated for the purpose of this Subcontract if not so justified, both parties' shall assess and agree upon a fair value of works 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**
- If any dispute arises between the Parties in connection with this subcontract 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.
  - 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 instituting 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.
  - If any dispute arises in connection with the Main Contract and ISG Asia is of opinion that such dispute touches or concerns the subcontract 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 Subcontractor require that any dispute under this subcontract 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) will be willing so to act, such dispute under this subcontract 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 Subcontractor 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 Subcontract take account of all material facts proved before him in the dispute under the Main Contract.
  - 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 many court between the Employer and ISG Asia and the ISG Asia is of the opinion that such dispute touches or concerns the subcontract Works, he may by notice in writing to the subcontractor abrogate the provisions of sub-clause (ii) of this Clause and thereafter no dispute under this subcontract shall be referable to arbitration without further submission by ISG Asia and the Subcontractor.
  - 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 subcontract without the written consent of ISG Asia.
- 37. Health and Safety Provisions**
- All operative s and staff employed by Subcontractors on the site will be required to wear suitable clothing including Safety Helmets and protective footwear.
- In the event that any employee of the Subcontractor 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 Subcontractor is to provide a full time supervisor on site for the full duration of the Subcontractor's works.
39. All Subcontractors/vendors/suppliers shall submit operational and Maintenance Manual within 2 weeks after completion of work.
40. Subcontractor shall determine on site the actual quantity including wastage for supply and install contract before ordering of materials.
41. All Subcontractors shall attend all weekly Subcontractor Meeting on site
42. All additional works other than original scope stated in the Subcontractor 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 Subcontractor 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 subcontract. ISG Asia make no representation as to the accuracy, completeness or otherwise of these quantities and the Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor's Statement of Final Account from your company.