

Trench Control Ltd
Conditions of Tender

1. This tender is subject to the standard Trench Control Ltd conditions without modification or amendment. The list of facilities as scheduled in Clause 8 et seq hereof will be provided to us free of charge on site and at the required time Any costs or delays occasioned by our having to attend to the lack of any of these items will be charged as an extra to our standing rate
2. This tender is open for written acceptance and our confirmation provided notice of such is received by us within 2 calendar months from the date of tender, after which time the tender will be withdrawn. This period of validity may be extended only by written consent of Trench Control Ltd.
3. We maintain Public Liability Insurance up to a maximum limit of €2,600,000.00 to cover our Legal Liability to Third Parties for injury to persons and/or damage to property including damage to super-structures built on our piles arising from our work. Any greater sums required shall be provided by the Customer.
4. No deduction of "set off" shall be made from sums due to us unless
 - (a) by way of payment of a Contra Account accepted by us, or
 - (b) we have accepted and agreed the amount involved in any claim for "set off" as such amount as has been awarded against us by the decision of any Court or Arbitrator and (c) such amount is related directly and arises from this particular Contract,
5. Any condition given with this tender which conflicts with the terms of the Main Contract or any other conditions relating to the Order shall prevail, unless the conflicting clauses are accepted by Trench Control Ltd prior to the placing of a firm order.
6. Trench Control Ltd reserve the right to work at any hour and without interruption or interference. Normal working hours are: Monday-Friday 0800-1800.
7. Adequate site lighting, and welfare facilities in accordance with current Construction Health & Welfare Regulations are to be provided to us on site free of charge.
8. Storage space and hard standings/platforms suitable for our plant, materials, deliveries to site will be provided by the Customer and maintained to our satisfaction throughout the piling area.
9. The Customer will be responsible for the provision and maintenance of a firm and level site suitable for the movement and operation of our plant and equipment prior to and during piling operations. We are to be provided with ramps, not exceeding 1 in 10 gradient, suitable to move our plant to the various levels.
10. Please note we require at least 1.2 m from the centre of the external pile to any obstructions (including sides of any excavation, buildings, power lines, fences and beams) for our plant to operate.
11. Prior to our commencement the site will be cleared by the Customer of all obstructions such as, by way of example but not limited to, existing buildings, concrete surfaces, timber, bricks, foundations, fused slag, rock, boulders, clay stones, or other obstructions below ground level, and kept clear of surface and ground water. All excavations and voids will be backfilled with a suitable material which will not obstruct the works but will ensure the stability of the plant
12. Wheel cleaning facilities will be provided at site entrances by the Customer free of charge.
13. A supply of piped water and electric power will be provided on the site not more than 30m from the position of the piles by the Customer.

14. Quotation subject to re-measure.
15. The position of individual piles must be set out and maintained by the Customer who will provide a means of checking the position of each pile after completion in relation to given base lines and profiles.
16. The customer will ensure the procurement of any licences, sanctions, and authorities for the execution of the Contract as well as any way leaves, right of way or access, together with hoarding, fencing, watching, lighting, noise and splash barriers, statutory warnings, flagmen or as necessary to protect the works, plant materials, personnel, third party property and the general public, traffic control as may be necessary prior to and during the execution of the works.
17. The piles will be installed in a pre-determined order and if Trench Control Ltd are required to depart from such a sequence of work, we will be reimbursed for all additional time on site for our resources at the standing rate quoted.
18. This tender is based on both the sub-soil information provided at the time of tender and site conditions as pertaining at that time. It is also based on the design provided by TCL. Should the information prove to be inaccurate or inadequate so as to cause additional costs or should material variations be required or requested to the original design so as to incur additional costs such additional costs will be extra to the tender price, and may also release us from our liabilities.
19. The Customer will be responsible for the removal and replacement of any timbering, shoring or any other permanent or temporary works impeding the work. Such work will be carried out in advance of our works or to our required sequence.
20. In the case of driven piles, our tender does not include for any pre-boring which may be necessary.
21. Unless water, gas, electric mains, cables, wires etc. on or above the ground, are accurately indicated to us in writing and marked out on the site before piling, we cannot be liable for any damage arising. In certain circumstances it may be necessary to remove or divert such services prior to piling. The Customer shall ascertain and plug off all disused or disconnected pipes or ducts in order to prevent the entry of pile concrete or drilling fluids during construction,
22. Standing time for labour and plant will be charged for delays in the works such as, by way of example but not limited to, flooding, lighting, noise abatement and encountering dangerous gases or chemicals above or below ground level, preparation of pile line by Main Contractor, etc..
23. Standing rate @ €250.00 per hour (includes for equipment & personnel)
24. A tolerance of at least 75mm from plan position will be required at piling platform level and a verticality of 1 in 75. Raking piles up to 1:3 will require a tolerance of 1 in 20.
25. Trimming of piles to cut-off level is not included in our tender. We accept no responsibility for failure due to any fault in the junction of the superstructure with the pile head.
26. Trench Control Ltd accept no responsibility for piles diverted from their position by obstructions, ground heave or uplift. Any additional expense including any realignment, extraction, loss of or damage to tubes or other specialist plant, will be charged. Costs for adjustments to pile caps and/or beams are disclaimed by Trench Control Ltd.
27. In the case of driven piles, the piles will be driven until the required 'set' is obtained: the set having been calculated by the designer as that being necessary to carry the load required by the Specification.
28. Any technical descriptive or other matter of whatever kind contained in any literature, brochure or advertisement published by or on behalf of Trench Control Ltd will not be deemed to be nor constitute any representation or warranty of any kind whatsoever in relation to the goods or any part of thereof.
29. Payment shall be made within 30 days of the date of our application. Our price quoted is based on there being no retention deductions from interim payments. Should retention be held then 1.25% of the final contract sum will be added to our final account.

30. In the event of Liquidated Damages and/or Main Contractor's costs being levied against Trench Control Ltd such amounts will be limited to 2.5% of the tender value.