

GDL PILING LTD

Tender is based on the following terms and conditions which will prevail over any terms and conditions imposed unless expressly agreed in writing.

1. Our offer is based on the information given to us at the time of tender, and the whole of the works being carried out in 1 visit with 1 rig. It is assumed all pile positions will be available at commencement of our works installed from a single platform level and in a sequence determined by GDLP.
2. At least 72 hours' notice is required prior to booking any integrity testing, it is the responsibility of the Main Contractor to ensure that all piles that are required to be tested are trimmed down to pile cut-off level, tested and confirmed as satisfactorily passing the integrity test prior to the pile caps and/or ground beams being cast.
3. The Main Contractor shall acknowledge that the reinforcement cages may contain O Rings, lifting bands and like items. No claims whatsoever will be entertained by the Sub-Contractor for rate of progress in trimming down piles to cut-off level being slow as a result of the presence of O Rings, lifting bands or like items.
4. All work to be carried out in accordance with the Specification for Piling and Embedded Retaining Walls as published by the Institution of Civil Engineers, which shall prevail over all other specifications unless agreed with us in writing prior to placement of order.
5. Agreed programme durations do not allow for any delays caused by deliberation of test pile results.
6. Piles are designed for the specified loadings provided by the Main Contractor, they do not take into account any imposed loadings that may be induced by the method of construction. Our design assumes that any bending moments generated due to pile installation tolerances can be accommodated by the substructure.
7. Any programme given prior to commencement on site is based upon all required attendance as per the tender offer being provided to the Sub-Contractor.
8. Rotary bored piles will be bored unlined in strata that allow thus reducing the diameter of the finished pile over this section.
9. Where any opening up for inspection, testing and reinstatement is instructed, and the work the subject of such instruction, is found to be in accordance with the Sub-Contract. Then any costs and expense in respect thereof shall be added to the Sub-Contract Sum, together with the granting of an appropriate extension of time for the completion of the Sub-Contract works.
10. All dates given regarding commencement of the works are subject to availability of plant, materials and labour. A minimum lead in period of 4 weeks will be required to procure materials, plant and labour (excluding any non-stock materials which have a longer lead in period).
11. Our liability maximum liability to the client for any matter arising out of a contract which may come into existence, shall be limited to the value of the contract works.
12. Company policy not to accept cash retentions and no allowance made for same.
13. No allowance is made for liquidated and ascertained damages, LAD's.
14. No allowance has been made for the provision of any independent insurance backed guarantees.
15. Where the Client is setting out the opportunity to review as built survey information whilst plant and equipment is still on site is to be provided.
16. The Sub-Contractor requires the following wording in relation to Repairs/remediation of secant walls and bearing piles.
 - a. The ICE Specification for Piling and Embedded Retaining Walls (SPERW) sets out the criteria for inspecting and repairing, where necessary, retaining walls where the watertight criteria specified has not been met and provides that the Sub-Contract should provide timescales for inspections and repair works.

- b. The Main Contractor and the Sub-Contractor acknowledge and agree that secant wall repair works as well as minor remedial works to bearing piles at cut-off level may be required and that sufficient time and costs will be allowed within their programmes by both parties to carry out this work.
 - c. Where and to the extent that pile repairs/remediation works are required, then, this shall be deemed to have been within the anticipation of the parties and shall not be considered a default on the part of the Sub-Contractor. The Sub-Contractor shall not be considered to be in delay and shall be entitled to a reasonable extension to the completion date to allow for the repairs/remedial works to be carried out.
17. The works will be carried out with due care and diligence, as would be reasonably expected by persons providing these works. We are not prepared to accept a 'fit for intended purpose' clause in the contract documentation.
18. Our Professional Indemnity cover for any design responsibility or Collateral Warranty is annual in the aggregate. We do not provide cover on an 'each and every' basis.
19. GDL Piling full conditions of contract are available upon request.