

CONDITIONS OF TENDER

Definitions or interpretations

"Contractor" means the Company whose name appears on this quotation which has been accepted by the Principal.

"Principal" means the person named in this tender and includes his executors, administrators, successors and assigns.

"Work" means the work to be executed in accordance with the Tender.

General Conditions

1. The "Contractor" has at his own expense adequate insurance cover for "Public Liability" and all types of contracting work.
2. The Contractor shall not at any time be liable for upgrading or relocating of existing services.
3. The Principal is responsible for providing complete free and easy access into the working area of the job for materials, etc.
4. Notwithstanding any/all of the preceding conditions, all quotations are valid for a maximum period of 3 months after which time a new tender will be submitted by the Contractor to the Principal. However, the Contractor reserves the right to render the tender null and void at any time.
5. The tender is made on the assumption that normal ground bearing conditions pertain. Any additional requirements of the Local Authority not shown on the plans or mentioned in the specification, which results in further costs to the Contractor, shall give to the Contractor the right to charge the Principal for such further costs.
6. The Contractor shall not at any time be liable for any instructions given by the Principal to the Contractor that may contravene the requirements of the Local Authority.
7. Where site excavation by hand or machine has been allowed for in the tender it has been assumed that the excavated material shall be of a soft loose nature. No allowance has been made for excavating rock. Where rock is required to be excavated then the additional cost of this work will be charged direct to the principal.
8. The Contractor shall not at any time be liable for damages to footpaths, crossovers, kerbing, water pipes, stormwater drains, property etc.
9. In the event of the works covered by this quotation being damaged or destroyed by any cause not the direct fault of the contractor then any additional cost and expense incurred as a result of such damage or destruction shall be chargeable to the Principal and shall be recoverable as per the usual conditions of contract.
10. Precautions will be taken by the Contractor to minimise cracking of the concrete. Should any cracking of the concrete occur the Contractor shall not be held responsible.
11. No guarantee of exact colour matching of adjacent concrete slabs or of colour samples supplied by either the Principal or the Contractor can be given by the Contractor.
12. All materials and equipment on site which form an integral part of the contract shall remain the property, and shall be in the exclusive possession of the company until payment in full for the contract has been made.