

DISTRICT COUNCIL OF ROBE

Tender Number: T01/2009

Sale & Removal of one EMAC Building



Contents

Conditions of Tender and Tender Form

	Page No
1. Nature of Tender	3
2. Nature of Content	3
3. Tender Documents	3
4. Tenderer to Inform Self	3
5. Tender Inquiries	3
6. Goods & Service Tax	3
7. Submission and Lodgement of Tenders	3
8. Non-Conforming Tenders	4
9. Acceptance of Tender	4
10. Method of Payment	4
11. Responsibility	4
12. Confidentiality	5
13. Date of removal	5
14. Limitations of Access	5
15. Safety of the Public, Unsafe Working Conditions	5
16. Public Access During Removal	5
17. OHS&W	6
14. TENDER FORM	7

CONDITIONS OF TENDERING

1. Nature of Tender

Sale and removal of EMAC Building

2. Nature of Tender

The tender price in accordance with these conditions shall be for a Lump Sum as stated in the tender documents.

3. Tender Documents

The tender documents shall be these:

- Conditions of Tendering
- Tender Form

4. Tender to Inform Self

The Tenderer shall be deemed to have acquainted themselves with all matters relating to the sale and removal of the EMAC Building.

5. Tender Enquires

Enquires relating to any aspect of the Tender Documents and to arrange for an inspection of the EMAC Building are to contact the Chief Executive Officer; Bill Hender on or before the date and time for closing of tenders.

Contact Details

Office: (08) 87682003

Mobile: 0429 799526

6. Goods & Service Tax

Goods and Service Tax (GST) is to be included in the tendered price(s).

7. Submission and Lodgement of Tenders

The tender shall be submitted on the Tender Forms and shall be enclosed and sealed in an envelope endorsed with the name *Tender Number: T01/2009 "Sale & removal of EMAC Building"*.

It shall be lodged at the District Council of Robe, PO Box 1, Robe SA 5276.

No tender shall be accepted after the date and time stated unless there are circumstances, which in the opinion of the Chief Executive Officer render it acceptable to do so.

Tenders must be received by Council no later than 5.00pm on Wednesday 18th February 2009.

8. Non Conforming Tenders

The District Council of Robe will give preference to tenderers who submit offers, which fully comply with the principal's requirements.

9. Acceptance of Tender

The District Council of Robe shall not be bound to accept the lowest, highest or any tender.

A tender shall not be deemed to have been accepted until the tenderer is notified in writing of such acceptance.

10. Method of Payment

Ten percent (10%) of the offered purchase price must be paid within 5 days of the tender being accepted. The remainder shall be paid for in full prior to removal. Tax Invoice receipts will be issued upon payment.

Payment is to be made at the District Council of Robe located at Royal Circus, Robe or posted to PO Box 1 Robe SA 5276.

Bank cheques or cash will be the only method of payment.

11. Responsibility

- The successful tenderer will be responsible for all associated costs with loading, unloading and transportation of the EMAC Building.
- The EMAC Building offered for sale by Council shall be sold in "as is where is" condition. The Council shall not be liable for any defects, which exist.
- Tenders shall remain valid for acceptance within thirty days (30) from the date of closing of tenders.

12. Confidentiality

All information provided between Tenderers and the Principal shall be treated as confidential.

Both the Tenderer and the Principal (*District Council of Robe*) shall undertake to maintain that information as confidential and commercial in confidence.

13. Date of removal

The EMAC Building will be available for removal on or after the 1 March 2009 and must be removed by 1 April 2009.

14. Limitations of Access

The Contractor shall be deemed to have visited the sites before tendering and to have made allowance for any difficulties of access, limitation of extent and position of working space, proximity of services, protection of the public, lights, signs, barricades and any other materials, equipment, facilities or temporary works to enable the safe, efficient and effective progress of the Works.

15. Safety of the Public, Unsafe Working Conditions

It is the successful tenderers/contractors responsibility to protect the public and residents from all hazards and risks associated with the Works, by providing barricades, lights, signs, other equipment or temporary Works, as necessary.

If the public or residents are exposed to hazards or risks by the successful tenderer/Contractor, then the Works Supervisor shall order the Contractor to cease operations and make good the Work or portions of the Works, as directed by the Works Supervisor.

If at any stage during the course of the Works conditions exist which in the opinion of the Works Supervisor are hazardous and threaten the safety of the Contractor's workers, the general public or any private or public property, the Works Supervisor may order the successful tender/Contractor to cease operations and make good the unsafe portions of the Works. Work shall not recommence until the Works Supervisor shall have approved of the work made good as no longer being of a hazardous and/or unsafe nature.

Should the successful tenderer/Contractor fail to fully comply to the satisfaction in all things of the Works Supervisor with the Works Supervisors instruction to make good the hazardous and/or unsafe portions of the work within the time ordered, the Works Supervisor may without notice to the Contractor arrange for the carrying out of any Works which in his opinion are necessary to relieve the hazardous and/or unsafe conditions and all costs incurred shall be borne and paid by the Contractor to the Principal who may deduct and retain the said costs from the monies payable to the Contractor.

16 Public Access During Removal

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to both pedestrian and vehicular traffic. The convenience of the public and in particular those who work in or out of the harbour near the site of the works and the protection of persons and property are of prime importance and shall be provided

for by the successful tenderer/Contractor in an adequate and satisfactory manner as approved by the Works Supervisor.

The successful tender/Contractor shall provide during removal, at any place the Works Supervisor deems necessary, temporary accessways for vehicular and/or foot traffic. The construction, maintenance and removal of such accessways shall be carried out by the Contractor at his own expense to the satisfaction of the Works Supervisor.

17 OHS&W

Additional information is attached OHS &W Contractor Management Tender Document.

District Council of Robe

TENDER FORM

Tender Number: T01/2009

I _____

OF _____

Hereby tender for the Sale and removal of EMAC Building

GST Inclusive

\$ _____

Amount in Words:

Signature of Tenderer: _____

Dated this _____ **day of** _____ **2009**

Phone Contact:

Business: _____ **Mobile:** _____

PLEASE NOTE: No Tender will be considered unless submitted on the Tender Forms

Office Use

Deputy Chief Executive Officer

Chief Executive Officer

Date: _____ **2009**

Date: _____ **2009**

Time: _____ **AM / PM**

Time: _____ **AM / PM**