



**Somerset**  
REGIONAL COUNCIL

# **SALE OF PROPERTY DOCUMENTS**

## **Property Description:**

Lot 5 RP137206, Profkes Road, Mt Tarampa

**Property Tender No: 1301**

**Closing: 11am, Wednesday, 24 May 2023**

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**EXECUTIVE SUMMARY**

Tenders are invited for the purchase of land as follows:

<b>Real Property Description</b>	<b>Area</b>
Lot 5 RP137206	3.13 ha

Tenders are to be submitted on the attached schedules and the successful tenderer will be required to enter into an REIQ (Real Estate Institute of Queensland) Standard Contract.

Tenderers should note that the subject land is currently included in the Rural Zone of the Somerset Region Planning Scheme.

Council's Planning Department can be contacted for further information in relation to possible uses of the subject land. All costs associated with any subsequent planning applications, survey costs, etc. are to be borne by the successful tenderer.

## Guide to the Sale of Property Documents

The Sale of Property Documents comprise the following five (5) major sections plus annexures:

1. General Conditions of Tender - the conditions within this section are relevant to all tenders invited by Council. All clauses are required to be addressed by tenderers.
2. Specific Conditions of Tender - the conditions within this section are only relevant to the particular tender being invited by Council. These conditions must be addressed by tenderers in addition to the 'General Conditions of Tender'.
3. General Conditions of Contract - the conditions within this section are relevant to all contracts entered into by Council. Unless otherwise negotiated and/or amended during the tender process, these conditions will be applicable to the Contract.
4. Specific Conditions of Contract - the conditions within this section are only relevant to the particular contract being entered into by Council. These conditions are in addition to the 'General Conditions of Contract'. Unless otherwise negotiated and/or amended during the tender process, these conditions will be applicable to the Contract.
5. Specification - this section details the specifications of the property for sale. Unless otherwise amended during the sale process, these specifications will be applicable to the Contract.

**Note** - if changes are made to the 'Specification', all tenderers will be advised accordingly and will be requested to amend their original tenders. Alternatively, Council reserves the right to re-invite tenders for the Contract.

Interested Parties should thoroughly read the entire contents of the Sale of Property Documents and accordingly prepare a tender that meets all of Council's requirements. Tenders must be lodged prior to the closing time and date specified in the advertisement for the invitation for sale of property.

Where an interested party has any doubts as to the meaning of any portion of the sale of property documents, the tenderer shall prior to submitting a tender, seek clarification from Council.

## General Conditions of Tender

### 1. Definitions

- 1.1 In the General Conditions of tender and the Specific Conditions of Tender, unless the context otherwise indicates or requires, the following terms shall have the meanings respectively assigned to them:

‘Contract’ means the agreement between Council and the Buyer for the purchase of property constituted by the Contract Documents, together with any correspondence between the parties in respect of the Contract.

‘Buyer’ means a person, business or company, who has entered into a Contract with Council for the purchase of property. This includes employees, sub-contractors and agents of the person, business or company.

‘Council’ means the Somerset Regional Council.

‘Property’ means:

- (i) the Land;
- (ii) the Improvements; and
- (iii) the Chattels

‘Officer’ means an employee of Council.

‘Tender’ means a formal offer for the purchase of property.

‘Tenderer’ means a person, business or company submitting a tender.

### 2. Tender Documents

- 2.1 Tender Documents will be made available for inspection or purchase from the locations(s) nominated in the advertisement for the invitation to tender.

### 3. Information Provided by Council

- 3.1 Council shall not be bound by any verbal advice or information given by an Officer of Council in respect of the contents or meaning of the Tender Documents. Council shall only be bound by written advice or information furnished by an Officer of Council.

#### **4. Tenderers to be Fully Informed**

- 4.1 Tenderers shall be deemed to be satisfied as to the correctness and sufficiency of the Tender Documents and that the bid covers the cost of complying with all the obligations under the contract (excluding any planning applications, survey plans, etc. which are to be conducted at the cost of the purchaser) and of all matters and things necessary for the due and proper performance and completion of the Contract.
- 4.2 Tenderers are required to visit the site and satisfy themselves of local conditions and facilities. Council will not be liable for any claim on the grounds of insufficient information.

#### **5. Clarification**

- 5.1 Where a tenderer finds any discrepancy, error or omission in the Tender Documents, or has any doubts as to the meaning of any portion of the Tender Documents, the tenderer shall prior to submitting a tender, seek clarification from Council.

#### **6. Tender Submission**

- 6.1 Tenders are encouraged to be submitted for:

- (a) the advertised property.

#### **7. Details to be Submitted**

##### **7.1 Form of Tender**

Conforming Tender -

Tenderers conforming with the specified requirements shall complete the Schedules provided in the Tender Documents, as well as provide any additional details required. The entire Tender Documents shall be returned intact by the tenderer. Additional details required to be submitted shall be securely attached to the Tender Documents.

All tenders must also include a *Declaration Form – Conflict of Interest* which shall be signed by the tenderer. All information called for on the form shall be inserted in the respective places provided.

##### **7.2 Schedules**

Tenderers should only include information in the Schedules that is relevant, important and able to be used in the assessment of the tenders. Tenderers may complete the Schedules in any of the following manners:

- (a) Handwritten - tenderers shall print all required information in a clear and

legible manner in the Schedules provided.

- (b) Typed - tenderers shall photocopy the Schedules provided and type the required information on the new Schedules. The original Schedules must remain intact in the Tender Documents and must note that new Schedules are attached. The completed new Schedules shall be securely attached to the Tender Documents.
- (c) Word Processed - tenderers shall produce new Schedules that have the same headings, content and format as the Schedules provided. The original Schedules must remain intact in the Tender Documents and must note that new Schedules are attached. The completed new Schedules shall be securely attached to the Tender Documents.

### **7.3 Tender Details**

Tenderers shall state in the Schedule provided:

- (a) The name and address of the organisation -
  - (i) in the case of an individual, full first or given names, surname and address;
  - (ii) in the case of a business, the names and addresses of all proprietors and the address of the principal place of business;
  - (iii) in the case of a company, the full name of the company, the address of the registered office of the company and the Australian Company Number.
- (b) The contact details (phone and email) of the organisation/individual.
- (c) The name and contact details of a representative from the organisation/individual that Council is required to contact in relation to any matters arising throughout the tender.

### **7.4 Local Industry and Business**

Tenderers shall state in the Schedule provided, the details of any industry or business located within the Somerset Region that will be involved, in whole or part, in the purchase of property for the Contract.

### **7.5 Material Interest**

Where a tenderer for a Contract with Council has a business or other association with a Councillor or Council Officer, such that a Councillor or Council Officer has or is likely to have a material interest in the Contract being awarded, the tenderer shall make a declaration to that effect in the Schedule provided.

## **7.6 Declaration**

Tenderers shall declare in the Schedule provided, that they have read, understand and agree to abide by all requirements of the Tender Documents, subject to any variations provided for in the General Conditions of Tender, and that all information provided in the submitted tender is true and correct. The declaration shall be duly witnessed.

## **7.7 Inability to Meet Requirements**

If it is impracticable for a tenderer to fully comply with all the clauses of the Tender Documents, the tenderer shall list any variations in the Schedule provided, otherwise it is expected that the offer complies in all respects.

## **7.8 Prices/Bids**

Tenderers shall state in the Schedule(s) provided, the prices/bids for performing all obligations under the Contract. Prices/bids tendered shall:-

- (a) be in Australian Currency;
- (b) include full compensation for the purchase of the property specified, as well as for all associated services, materials, notices, fees and charges incidental thereto.

## **8. Submission of Tenders**

### **8.1 Closing Time and Date**

Tenders close on the time and date detailed in the advertisement for the invitation to tender.

### **8.2 Information 'In Confidence'**

As all information provided with the tender is able to be publicly disclosed, a tenderer may, if such information is deemed to be 'in confidence', submit same under separate cover, clearly marked 'not for public disclosure'. However, where it is essential that this information be released, the tender may not be considered.

### **8.3 Lodging of Tenders**

Each Tender must be submitted via vendor panel and no other means of lodgement.

Where a Tenderer lodges a non-conforming Tender:

- (a) the conforming and non-conforming Tenders must be submitted via vendor panel; and



- (b) the non-conforming Tender must be clearly marked, “ALTERNATIVE TENDER”.

Tenders must be submitted via vendor panel by the Closing Time. The Principal may extend the Closing Time at its discretion. A Tender will not be accepted if it is submitted by post or by email.

A Tenderer must not alter or add to the Tender Response unless required by the Conditions of Tender.

Tender Name *Sale of Land – Profkes Road, Mount Tarampa*  
Tender No. 1301

**Chief Executive Officer**  
**Somerset Regional Council**  
**PO Box 117**  
**ESK QLD 4312**

- (c) Tenders may be delivered to the public office of Council by a recognised carrier providing a direct delivery service or lodged directly by the tenderer. All delivered tenders shall be lodged in the Tender Box located in the Administration Building, 2 Redbank Street, Esk. The following shall be endorsed on the front of the envelope:

Tender Name *Sale of Land – Profkes Road, Mount Tarampa*  
Tender No. 1301

**Chief Executive Officer**  
**Somerset Regional Council**  
**PO Box 117**  
**ESK QLD 4312**

- (d) Any tender not in the Tender Box at the time set down for the closing of tenders will not be considered unless there is satisfactory evidence that such tender:
- (i) was delivered at the place and address as stated above before the specified closing of tenders,
  - (ii) was posted or dispatched in sufficient time, under normal circumstances, to be delivered at the place and address as stated above before the specified closing of tenders, but was still in the course of postal delivery or in the possession of the recognised carrier at that time. In this case, evidence of disposition with a postal service or recognised courier will be required. This excludes prepaid envelopes without independent confirmation stamping, etc.
- (e) Council will not in any circumstances, accept any tender received more than three (3) days after the specified closing of tenders.
- (f) Council will not in any circumstances, accept any verbal, telephonic or telegraphic tenders.

## 9. Tender Evaluation

### 9.1 Tender Opening

Immediately following the tender closing time, the tenders will not be publicly opened. The particulars of the tenders will be recorded, at Council's discretion, except where the tender is deemed to be 'in confidence' and clearly marked 'not for public disclosure'.

### 9.2 Tender Assessment

Assessment of tenders shall be based on evaluation criteria as detailed in Specific Conditions of tender.

### 9.3 Tender Acceptance

Council does not bind itself to accept the highest or any tender, nor will it be responsible for or pay for expenses or losses which may be incurred by any tenderer in the preparation of the tender.

### 9.4 Rejection of Tenders

Any tender which does not comply in every respect with the requirements of the Tender Documents may be completely rejected.

### 9.5 Tender modification

Prior to making a decision on tenders, Council reserves the right to invite all tenderers to modify their tender should Council decide to change the specification. Alternatively, Council reserves the right to re-invite tenders.

### 9.6 Post-Tender Negotiation

Council reserves the right by negotiation to confer with any and all tenderers to reach an agreement or compromise in relation to all matters covered by the tender.

### 9.7 Tender Decision

The tenderer whose tender has been accepted by Council shall be notified via a Letter of Acceptance and shall thereupon proceed to complete the Contract Documents as set down in the General Conditions of Contract.

### 9.8 Post Tender Feedback

To provide assistance for future tendering activities, Council shall upon request, provide information sessions to unsuccessful tenderers. The following information is able to be revealed at the information sessions:

- (a) the name and total price offered by the successful tenderer;

- (b) the names and total prices offered by unsuccessful tenderers; and
- (c) the reasons for unsuccessful tenders not being accepted.

The information sessions shall not reveal any material considered, or claimed by the tenderers, to be confidential or any other pricing information other than the total prices.

## 10. Service of Notices

- 10.1 All notices under the Tender shall be in writing.
- 10.2 Service of notice to a tenderer shall be to the address provided at the time of request for the Tender Documents.
- 10.3 Notices may be served:
  - (a) by hand delivery, where notice is deemed to be served at the time the documents are handed over; or
  - (b) by prepaid post, where notice is deemed to be served at the time at which such notice would normally arrive in the ordinary course of mail; or
  - (c) by email, where notice is deemed to have been served on the day of transmission, except where the tenderer notifies Council by 4.00 pm on the day following transmission, that the email was not received, in which case the later date of transmission shall be deemed to be the date of service of the notice.

## 11. Confidentiality

- 11.1 The Tender Documents may not be used, either whole or in part, for any other purpose without the written consent of Council. These confidentiality requirements will apply independent of whether or not recipients of the Tender Documents submit a tender.

## 12. Right to Information

- 12.1 The *Right to Information Act 2009* (RTI), as amended, gives members of the public rights of access to information in the government's possession or under the government's control unless, on balance, it is contrary to the public interest to give the access. This Act is applicable to Local Authorities. Therefore, an offer submitted in response to an invitation is subject to the RTI Act. The RTI provides for a specific exemption if disclosure would disclose trade secrets or information of commercial value unless disclosure is shown to be in the Public interest.
- 12.2 The RTI extends as far as possible the right of the community to access information in the possession or under the control of government organisations unless, on balance, it is contrary to the public interest to provide the information.

<b>Specific Conditions of Tender</b>
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**1. Selection Process and Evaluation Criteria**

1.1 The evaluation of submissions and the selection criteria will include (but not necessarily be limited to) the following:

- \* local business or industry (schedule 'A')
- \* the price be paid to Council and settlement terms (schedule 'B')
- \* variations to contract (schedule 'C')
- \* financial status (eg letter from financial institution)

**2. Financial Information**

2.1 To provide evidence to the Council's satisfaction of the financial capability of the Buyer to meet its commitments (this could be evidenced by a letter from a financial institution).

**3. Costs**

The purchaser will be responsible for all costs (excluding Council's own legal fees) incidental to the purchase and transfer of the subject land.

All costs associated with any subsequent planning applications, survey costs, etc. are to be borne by the successful tenderer.

**4. Superintendent Enquiries**

4.1 The Superintendent for the Contract shall be the Chief Executive Officer who can be contacted at:

**Somerset Regional Council**  
**Phone: (07) 5424 4000**  
**Email: mail@somerset.qld.gov.au**

<b>GENERAL CONDITIONS OF CONTRACT</b>
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**1. Disputes**

- 1.1 If at any time, a dispute or difference arises between Council and the Purchaser in relation to or in connection with the Contract, it shall be referred to the Superintendent for decision.
- 1.2 If the Buyer is not satisfied with the decision of the Superintendent, the dispute or difference shall be referred to a mediator appointed by the President of the Queensland Law Society. If the parties are unable to reach agreement in mediation, the matter shall be decided in an appropriate court of law.
- 1.3 The Superintendent shall not be made a party to or be required to defend or to answer any suit, claim or proceeding at or in equity at the instance of Council or of the Buyer, nor shall the Superintendent be personally bound for the action and obligations of Council under the Contract, or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are hereby made obligatory on Council.

**2. Termination by Council**

- 2.1 If the Buyer commits a substantial breach of Contract, and Council considers that damages may not be adequate remedy, Council may give the Buyer a written notice to show cause as to why Council should not exercise a right to terminate the Sale.
- 2.2 Substantial breaches include, but are not limited to, the following:
  - (a) failing to comply with Statutory requirements;
  - (b) assigning the Contract without Council's written consent;
  - (c) failing to observe or perform any of its obligations pursuant to the Contract;
  - (d) failing to proceed with due expedition and without delay;
  - (e) the Buyer becomes insolvent, commits an act of bankruptcy, receives a bankruptcy petition or enters into, or is the subject of, any arrangement or proceedings for the purpose of insolvency administration or is placed under official management.
- 2.3 A 'Show Cause Notice' shall:
  - (a) state that it is a notice under this parent clause of the General Conditions of Contract;

- (b) specify the alleged substantial breach;
  - (c) require the Buyer to show cause in writing why Council should not exercise a right to terminate the Contract;
  - (d) specify the time and date by which the Buyer must show cause, which shall not be less than seven (7) clear days after the notice is given to the Consultant; and
  - (e) specify the place at which cause must be shown.
- 2.4 If by the time specified in the 'Show Cause Notice', the Buyer fails to show reasonable cause, the Council may in writing to the Buyer, terminate the Contract. The Buyer shall not be entitled to any further access to the property/properties as described in the sale of property contract.
- 2.5 In the event of any failure by the Buyer to comply with any provisions of the Contract, Council reserves the right to make alternative arrangements for the sale of the property/properties by any means which may be available to it. Any costs incurred by Council may be deducted from any moneys held in relation to deposit for the property, but for the provisions of this clause, would then be or thereafter become either due or payable by the Council to the buyer under or by virtue of the provisions of the Contract.
- 2.6 If the Contract is frustrated (ie it is agreed by the Buyer and Council that it is no longer possible to execute the Contract due to circumstances beyond the control of either party), The Buyer shall pay Council:
- (a) costs reasonably incurred by the Council in the expectation of completing the whole of the Contract and not included in any payment by Council.
- 2.7 If the Buyer is found to have offered or given any gratuity, bonus, discount or bribe of any sort to any member, officer or employee of Council, it shall be competent for Council to forthwith cancel the Contract and the Buyer will be held responsible for any loss or damages which Council may thereby sustain.
- 2.8 If the Contract is terminated, the rights and liabilities of the parties shall be the same as they would be at common law if the defaulting parties had wrongfully repudiated the Contract and the other party had elected to treat the Contract as at an end and recover damages.

### **3. Waiver**

- 3.1 No rights under the Contract shall be deemed to be waived, except where the waiver is in writing and signed by each party. A waiver by either party shall not prejudice its rights in respect of any subsequent breach of the Contract by the other party. Any failure by either party to enforce any clause of the Contract or any forbearance, delay or indulgence granted by

either party had elected to treat the Contract as at an end and recover damages.

#### **4. Media Releases**

4.1 The Buyer shall not issue any advertisement, information, publication, document or article for publication concerning the Contract in any media without the prior written approval of Council. The Buyer shall refer to Council any media enquiries concerning the Contract.

#### **5. Terms of Contract**

5.1 The successful buyer will be required to enter into an REIQ (The Real Estate Institute of Queensland) Standard Contract, and should make themselves aware of the conditions applicable.

5.2 Any contract of sale arising from the acceptance of a tender will be unconditional.

#### **7. Contract Deposit**

7.1 The Buyer will be required to provide a deposit not less than ten (10) percent of the tendered price upon signing of the REIQ Standard Contract.

<b>Specification</b>
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## 1. Property Offered for Sale

1.1 The following land is offered for sale:

Real Property Description	Area
Lot 5 RP137206 Profkes Road, Mount Tarampa	3.13ha

Location plans are attached.





**Schedule 'A' - Buyer Details and Declaration**

Name of Buyer: .....

Address of Buyer:.....

.....

.....

ACN:..... Phone No.....

ABN:.....

Contact Representative: .....

Phone No:..... Mobile No .....

**Local Industry and Business:**

Please provide details of any business or industry located within the Somerset Region that will be involved, in whole or part, in the purchase relating to the execution of this sale.

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**Intended Purpose for Site:**

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**Tendered Price:**

I, .....hereby tender the amount of \$.....(GST incl.)  
(.....)  
(insert amount in words) for the property offered for sale in this Sale of Property Tender Document.

**Material Interest:**

Does a material interest exist, or is likely to exist, between the Buyer and a Councillor or Council Officer in relation to the contract being awarded?

- No
- Yes - Please provide details of material interest

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**Agreement to apply the GST margin scheme:**

Council wishes to apply the GST 'margin scheme' to this purchase.

It is a requirement of the GST Law that both parties agree that the margin scheme is to apply.

The consideration in your offer is GST-inclusive and therefore this will not affect the price that you pay for the property.

The margin scheme solely relates to the amount of GST payable by the Council.

Your signature below will confirm your agreement to apply the GST margin scheme to this transaction.

**Declaration:**

I hereby declare that I have read, understand and agree to abide by all requirements of the Sale of Property Document, subject to any variations provided for in the General Conditions of Contract and REIQ Standard Contract Document, and that all information provided in the submitted tender is true and correct.

Buyer's Name: .....

Buyer's Signature: .....

Declared at .....on the .....day of .....20....

Witness's Name: .....

Witness's Signature:.....

<b>Schedule 'B' - Buyer's Offer</b>
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Please provide details.

<b>Property Description</b>	<b>Offer</b>	<b>Terms (eg 30 days)</b>
Lot 5 RP137206 Profkes Road, Mount Tarampa		

*Please attach additional information if space provided is not sufficient.*

**Schedule 'C' - Inability to Meet Requirements**

If it is impracticable to comply with the requirements of all clauses of the Sale of Property Documents or REIQ Standard Contract, please provide the details of any variations required.

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***Please attach additional information if space provided is not sufficient.***