

CONDITIONS OF TENDERING

Tender 1344 Parts of Lot 16 & 17 on SP133023 Railway Street, Lowood

1. The properties are described as parts of Lot 16 and 17 on SP133023, Railway Street in the locality of Lowood, as indicated on the attached plan.
2. Every tender shall contain the full Christian names, surname and address of the tenderer and when the tender is in the name of a firm, the names in full and addresses of each member of the firm. When the tender is by a company, the name of the company and the address of the registered office of the company shall be provided.
3. Tenders shall be submitted on the tender form provided which shall be signed by the tenderer. All information called for on the form shall be inserted in the respective places provided.
4. 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.
5. Every tender shall be enclosed in a sealed envelope marked “Tender 1344, Parts of Lot 16 & 17 on SP133023 Railway Street Lowood” and addressed to the Chief Executive Officer, Somerset Regional Council, PO Box 117, Esk Qld 4312 and must be received by him before 12 Noon on Wednesday, 10 January 2024.
6. Tenders may be lodged by post, but otherwise shall be lodged electronically by e-mail to mail@somerset.qld.gov.au with the Subject line marked CONFIDENTIAL – Tender 1344 Parts of Lot 16 and 17 on SP133023 Railway Street, Lowood, before the time specified in Clause 5 above.

No tender received by telephone or facsimile advice shall be considered.

7. The Council shall not be bound to accept the highest or any tender.
8. The successful tenderer shall be responsible for the payment of costs associated with the registration of the lease.
9. The tender amount shall include GST if applicable.
10. The lease will be for an initial term of one (1) year with an option to renew for a further one (1) year.
11. Other general lease conditions will be contained in the lease agreement.

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

**Tender 1344 –
Parts of Lot 16 & 17 on SP133023
Railway Street, Lowood**

I/We the undersigned hereby tender to lease from Somerset Regional Council commercial property described as part of Lot 16 or Lot 17 on SP133023, Railway Street in the locality of Lowood for the annual amount of \$ _____, including GST, in the first year and adjustment by movements in the Consumer Price Index in subsequent years.

Property No. _____
(insert number on attached map that corresponds with the property tendered for)

Tenderer's Name _____

Tenderer's Signature _____

Tenderer's Address _____

Name of Contact
Person _____

Contact Phone No. _____

Date _____



SCHEDULE

SPECIAL CONDITIONS

1. The tenant will not carry on or permit any noxious or offensive act, trade, business, occupation or calling to be carried on at the premises.
2. The tenant will not cause or permit any annoyance, nuisance, grievance, damage or disturbance to other tenants or occupiers of adjacent premises.
3. The tenant must comply with and observe any law or requirement concerning the use or occupation of the premises.
4. The tenant will keep the tenant's improvements and the premises clean and tidy and maintained in good order and condition.
5. The tenant will not assign or sublet the premises or any part thereof without the previous consent in writing of the lessor, provided that such consent shall not be unreasonably withheld in the case of a respectable, responsible and solvent assignee or sub-lessee.
6. The lessor may terminate this tenancy agreement by at least thirty (30) days notice to the tenant in any of the following events:
 - 6.1 if the rent or any other moneys payable pursuant to this agreement are in arrears and unpaid for fourteen days after the due date for payment whether or not any formal or legal demand shall have been made for such moneys; or
 - 6.2 if the tenant fails to observe or comply with any covenant of this agreement.
7. On termination the tenant will deliver the premises to the lessor in good repair, order and condition to the reasonable satisfaction of the lessor.
8. Unless otherwise agreed in writing by the lessor, the tenant will carry out the following works ("tenant's works") at or before termination, expiry or sooner determination of this tenancy agreement:
 - 8.1 remove the tenant's improvements including buildings, fixtures, fittings, plant, equipment and other articles from the premises;
 - 8.2 return all altered surfaces to their condition as at the commencement date; and
 - 8.3 restore the services to their condition as at the commencement date.
9. If the tenant does not carry out the tenant's works as stipulated in Clause 8, the lessor will be entitled to complete them at the tenant's expense and recover the costs of doing so from the tenant.

10. If the tenant fails to remove the tenant's improvements as required by Clause 8.1, the lessor may:
 - 10.1 remove and store the tenant's improvements at the tenant's risk and expense; or
 - 10.2 treat the tenant's improvements as if the tenant had abandoned its interest in them and they had become the lessor's property and deal with them as it thinks fit without being liable to account to the tenant.
11. The tenant indemnifies the lessor against the removal and storage of the tenant's improvements and against all claims by any person claiming an interest in the tenant's improvements by reason of the lessor's actions under Clause 10.
12. The tenant will pay the lessor, as a liquidated debt payable on demand, any costs incurred by the lessor in exercising its rights under Clause 10 less any money received on disposal of the tenant's improvements.
13. The lessor acknowledges that the building situated upon the premises is the property of the tenant and that the tenant has an absolute right to effect repairs and modifications to such building as it sees fit, subject to compliance with any building or planning approvals that may be required.