



TENDER DOCUMENT

LAND FOR AGISTMENT PURPOSES

**CLOSING 12:00 noon
THURSDAY, 27 OCTOBER 2022**

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PART A **STANDARD CONDITIONS OF TENDERING**

1. ACCEPTANCE OF TENDERS

Tenders will only be accepted on the form titled "Form of Tender" (Refer Part C of Tender Document).

2. SUBMISSION OF TENDERS

Tenders can be mailed or hand delivered to Scenic Rim Regional Council, 82 Brisbane Street, Beaudesert.

- Postal address is PO Box 25, Beaudesert QLD 4285
- Tender can be hand delivered at the Customer Service Centre, Street Level of Council's Administration Building, 82 Brisbane Street, Beaudesert.

3. CLOSING OF TENDERS

Tenders close on Thursday, 27 October 2022 at 12:00 noon. Tenders received after this time will not be considered.

4. ENQUIRIES

All enquiries should be directed to Council's Property Section by telephoning (07) 5540 5111.

5. NAME OF TENDERER

Every Form of Tender shall state:-

- (a) In the case of a person, the full Christian or given name/s, surname, residential address and any other information that Council considers relevant.
- (b) In the case of a company, the full name of the company, its Australian Company Number (ACN), the address of the registered office of the company and any other information that Council considers relevant. The company shall be incorporated in Australia and have a registered office in the State of Queensland.

6. METHOD OF LODGEMENT OF TENDERS

Every tender shall be enclosed in a sealed envelope and endorsed with the property location and shall be lodged before the time and date stated in Clause 3 above. Where a tender is mailed, the envelope shall be sealed and endorsed with "Tender Document" and the property location and shall be addressed to the Chief Executive Officer, Scenic Rim Regional Council, at the address shown in Clause 2 above, before the time and date stated in Clause 3 above.

7. INTERPRETATION OF DOCUMENT

Submission of a Form of Tender is deemed to be the Tenderer's acknowledgment that they are satisfied with the conditions to be imposed on the permit.

8. PROPERTY DEEMED TO HAVE BEEN VISITED

Each Tenderer shall be deemed to have visited the property and be satisfied that the tender price being offered is the value they believe the land to be worth for agistment purposes, having considered all factors, eg. water and fencing (including fencing that may be removed by a previous Permittee) and conditions to be imposed by Council. Council shall not be held liable for any claim on the grounds of insufficient information.

9. ACCEPTANCE OF TENDERS

The highest or any tender will not necessarily be accepted.

10. COMPLIANCE WITH TENDER DOCUMENTS

Any tender that does not comply in every respect with the requirements of this document may be rejected as a non-conforming tender by Council in its absolute discretion, in which case the tender shall not be further considered.

11. VERBAL ADVICE

Council shall not be bound by any oral advice given or information furnished by any Councillor or Officer of the Council in respect of the tender but shall be bound only by written advice or information furnished by the Council over the signature of the Chief Executive Officer.

12. PRIVACY STATEMENT

Scenic Rim Regional Council is collecting your personal information for purposes of considering proposals for the agistment of Council land. The names of tenderers and value of tenders received will be included in a report to a Council Meeting and in the Minutes of that Meeting. Those documents will be available for viewing both online and at Council's Public Office.

Particulars of successful tenders will be accessed by Scenic Rim Regional Council for Council business related activities. Some of this information may be given to State or Commonwealth government agencies, such as the Department of Environment and Resource Management, if requested, for the purpose of investigating any alleged offences under State or Commonwealth legislation. Agistor details may also be disclosed by Council in response to Land Record Searches conducted in accordance with the *Local Government (Finance, Plans and Reporting) Regulation 2010*.

Your information will not be otherwise given to any other person or agency unless you have given us permission or we are required by law. Your personal information is handled in accordance with the *Information Privacy Act 2009*.

PART B CONDITIONS OF PERMIT

1. Term of permit shall be for Three (3) years from 1 January, 2023.
2. Rent payable shall be subject to CPI adjustment, plus Goods and Services Tax and shall be paid yearly in advance. An account will be sent to the Permittee.
3. Land is to be used for agistment purposes only.
4. Due regard to be given to seasonal and any such other conditions that may arise to ensure land is not overused to its detriment, by limiting the stocking capacity from time to time or when requested to by Council.
5. No transferring, subletting or mortgaging of the land permitted.
6. Permittee is responsible for stockproof fencing of the property. Fencing is to be erected within fourteen (14) days from the date of occupancy and to be maintained to a stockproof standard to the satisfaction of Council.
7. No buildings or other structural improvements other than boundary fencing are allowed.
8. Permittee to be responsible for control of declared plants (noxious weeds).
9. No trees, rock, soil or other material to be removed.
10. Permittee to take out immediately and keep in force at all times during the term, public risk insurance for an amount of not less than TWENTY MILLION DOLLARS (\$20,000,000.00). Such policy shall have Council's name as joint policy holder. (Reserve Land – policy shall bear Council's and the State of Queensland and Minister administering the Land Act 1994 name noted on it).
11. Permit may be terminated by either party by giving, in writing, at least twenty-eight (28) days notice.
12. Registration costs associated with the permit shall be payable by the Permittee.
13. The permit may be terminated by the Council as owner or trustee of the land and or (where applicable) the Minister administering the Land Act 1994 by giving at least twenty-eight (28) days notice.
14. Holding of the permit is subject to Permittee recognising that the subject land may be used for the community purpose for which it was set aside without undue interruption or obstruction.
15. Council and its authorised agents or contractors may enter upon the land at any time without notice, subject only to having due care and consideration for the grazing activities being undertaken by the permittee on site, to view and examine the state and condition thereof, or for the purpose of undertaking environmental or other activities on site.
16. The Permittee indemnifies and agrees to keep indemnified the Council and (where applicable) the Minister administering the Land Act and the State of Queensland against any claim arising out of or in any way connected with this Permit from the date the Permit is granted.
17. In circumstances where a dispute arises between Council and the agistee, the agistee is to send details of the issue in the first instance to mail@scenicirm.qld.gov.au for Council's review and response.

PART C FORM OF TENDER

(Please detach THIS PART ONLY and return to Council)

Chief Executive Officer
Scenic Rim Regional Council
PO Box 25
BEAUDESERT QLD 4285

Dear Sir/Madam,

I/We _____
hereby tender for the right to agist property described as Lot 2 on RP105771 having an area of 16.263 hectares being situated at 308 Brabazon Road, Gleneagle (Reference No: 7264) for a term of Three (3) years and offer to pay, in respect to the FIRST YEAR of the said term, rental amounting to the sum of _____
_____ (\$) _____ (per annum), plus
Goods and Services Tax.

I/We acknowledge and agree that:-

- (a) the above stated annual rental shall be subject to annual adjustment as from the first anniversary of the permit term, the extent of such adjustment to be determined in accordance with the provisions of Clause 2 of the Conditions of Permit contained in Part B hereto.
- (b) Should I/we be successful in tendering, the subject land will be used for the purpose of agistment only.
- (c) The tender documents have been read and properly examined, the property has been inspected and all necessary enquiries have been made in respect to the property and I/we agree to accept and abide by all conditions contained therein and to submit this tender subject to such conditions.

(1) **IF A PERSON**

SURNAME: _____ GIVEN NAME/S: _____

ADDRESS: _____

PHONE No.: () _____

MOBILE: _____

EMAIL: _____

ARE YOU AN ADJOINING LAND OWNER? YES/NO

SIGNATURE OF TENDERER

WITNESS

_____/_____/_____
DATE

(2) **IF A COMPANY**

FIRM'S NAME: _____

A.C.N.: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE No.: () _____

MOBILE: _____

FAX No.: () _____

EMAIL: _____

ARE YOU AN ADJOINING LAND OWNER? YES/NO

SIGNATURE OF TENDERER

WITNESS

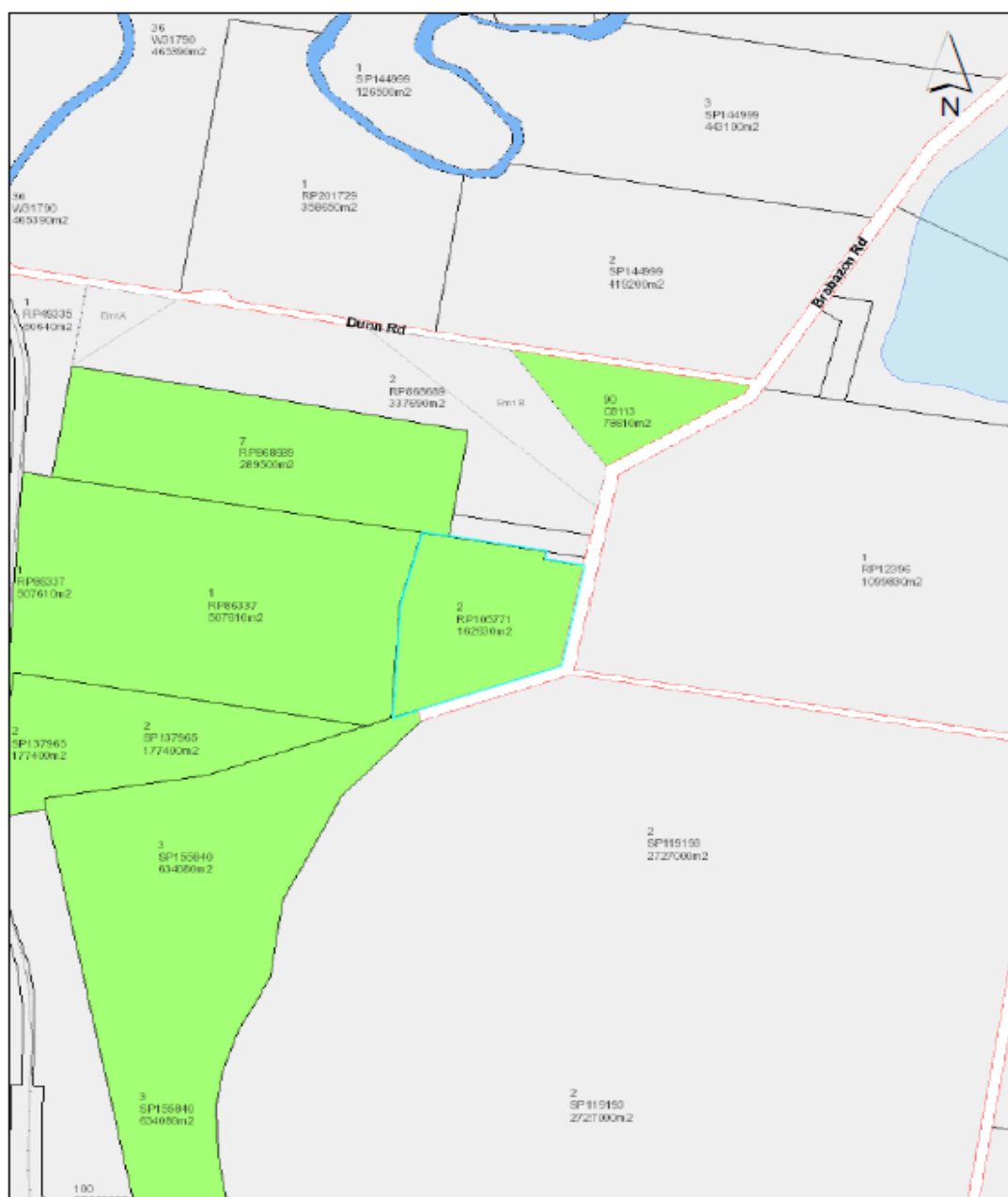
_____/_____/_____
DATE

PART D ATTACHMENTS

Reference No: 7264

Property Details: Lot 2 on RP105771, situated at 308 Brabazon Road, Gleneagle having an area of 16.263 hectares (area outlined in blue)

SITE PLAN



Copyright 2013 Scenic Rim Regional Council (Date:DMY)

0 125 250 500 750 1,000
Meters

TAKE NOTICE that Scenic Rim Regional Council and the Department of Natural Resources and Mines do not guarantee the reliability of the information contained herein nor of it being suitable for any particular purpose and disclaims liability for any loss that may arise from the use of or reliance upon such information.