



# CSBP LTD

## TERMS AND CONDITIONS

### PUBLIC TENDER

1. All tenders must be filled in legibly, correctly and signed by the tenderer.
2. Where the tender schedule contains more than one line item, tenderers do not have to tender for all line items.
3. A price must be shown, in dollars only, for each line item tendered for e.g. 25.00. Ditto marks, brackets and offers such as highest tender plus \$5.00 are unacceptable.  
Note: If the quantity for a line item is greater than 1, the price tendered shall be for the full quantity and not per each unit.
4. Tenderers shall write **NO OFFER** in the pricing column for line items on which they are not entering a bid.
5. Tenders must be for complete line items.
6. No erasure will be allowed on the tender form. If an alteration is necessary, it shall be in ink and initialled by the
7. tenderer.
8. Tenders will be evaluated on a line item by line item basis. The highest or any tender will not necessarily be accepted.
9. The completed tender form shall be placed in a sealed envelope which shall be addressed to the Manager - Supply and clearly stating the tender schedule number. The tender shall be lodged in the **blue** tender box located at the reception area of the **Administration Building**, Kwinana Beach Road, Kwinana, by the time nominated on the reverse side of this form.
10. All items are sold on an as is, where is basis. Tenderers are deemed to have satisfied themselves as to the quantity and condition of the equipment. No allowances or refunds will be granted for any reason. Every express or implied condition or warranty statutory or otherwise is excluded, except as provided by law.
11. Payment shall be either cash, bank cheque or direct debit. Payment shall be made to the Disposal Officer - Supply. Cheques shall be made out to CSBP LIMITED and endorsed "NOT NEGOTIABLE".
12. Payment in full for all equipment shall be made within seven days of acceptance of tender and before any equipment is removed by the successful tenderer.
13. Ownership of the equipment shall remain with CSBP LIMITED until it is fully paid for by the successful tenderer.
14. Following acceptance of a bid for any equipment on the tender schedule CSBP LIMITED shall not be under any obligation to protect the equipment from damage or to guard it against theft or unauthorised removal. The equipment until removed by the successful tenderer shall be the sole risk of the successful tenderer. No shortage of or damage to the equipment shall entitle the successful tenderer to repudiate the contract and the successful tenderer shall not be entitled to any reduction in their tendered price or any other remedy against CSBP LIMITED except upon proof that the damage or shortage is due to wilful default or wilful misconduct of CSBP LIMITED or its employees.
15. Arrangements for the removal of the equipment must be made by giving at least 2 working days notice, prior to intended removal, to the Supply Coordinator. All equipment regardless of its condition shall be removed from CSBP LIMITED land and the said land cleared and made clean and tidy by the date shown overleaf, or where not shown, by the date to be advised in writing to the successful tenderer by CSBP LIMITED, on any of the aforesaid cases time shall be of the essence.
16. The successful tenderer shall not, in pursuance of the contract, cause or permit any nuisance or cause or permit any disturbance to the fabric or occupier of adjacent premises and shall pay and keep CSBP LIMITED indemnified against all claims costs and expenses for or relating to damage done or nuisance committed in the course of removing the equipment.
17. In addition and without prejudice to any other remedies which CSBP LIMITED may have for breach of this contract by the successful tenderer CSBP LIMITED immediately upon any such breach may:
  - (i) Without notice to the successful tenderer and without being liable for any resulting loss, sell or otherwise dispose of any equipment not paid for or not removed by the successful tenderer and/or
  - (ii) At the expense of the successful tenderer complete the removal of the equipment and all unfinished clearing and cleaning and tidying up.
18. The name(s) of the successful tenderer(s) will be published on CSBP's internal notice boards. External tenderers will also be notified by post. No other information will be disclosed.