INVITATION TO TENDER, TENDER FORM AND TENDER CONDITIONS



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BNPT 1412009

INVITATION TO TENDER

Tenders are invited for the purchase of the land described in the Contract.

All Tenders must be made in accordance with the Tender Form and Tender Conditions which follow.

Notes:

1. Closing Time for tenders is 5.00 p.m. on 27 November 2014.
2. In submitting a Tender, tenderers will be entering into a document which materially affects their rights and obligations and they should seek legal and other advice from their advisers.

TENDER FORM WITH ANNEXED TENDER CONDITIONS

To Philomenia De Bortoli of c/- Maria Selleck Properties ("the offeror").

I/We the person named in item 1 of Annexure A ("the tenderer") of the address in item 2 of Annexure A hereby:-

1. (a) irrevocably offers to purchase from the offeror the property as defined in the tender conditions on the terms and provisions of the tender conditions and the contract for the offer price set out in Item 3 of Annexure A and;

   (b) submits herewith

   (i) tender form with annexed tender conditions duly executed by the tenderer;

   (ii) Contract duly signed by the tenderer and completed in accordance with the terms of the tender.

2. This tender is made in accordance with the tender conditions and pursuant to cl 5 thereof is accompanied by an unendorsed bank cheque in favour of the agent for the preliminary deposit.
3. The tenderer's address for service of notices as provided for in the tender conditions is set out in Item 4 of the schedule. The name and address of the tenderer's solicitors are set out in Item 5 of the schedule.
4. In this tender form, terms have the meanings given to them in the tender conditions or contract (as the case may be).

DATED this _____ day of_____ 2014

(For execution by an individual)
SIGNED by)
in the presence of)

.....
Signature of Tenderer

.....
Signature of Witness

.....
Name of Witness

(For execution by a company)

EXECUTED by (ACN))
in accordance with section 127(1))
Corporations Act 2001 (C'wth) by authority of)
its directors)
*its sole director**)

.....
Signature of director

.....,
Signature of director/company secretary

.....
NAME IN BLOCK LETTERS

.....
NAME IN BLOCK LETTERS

*strike out one, as appropriate

(For execution under Power of Attorney)

EXECUTED by his/its Attorney)
)
pursuant to Power of Attorney dated)
and registered no.)
and who states that he has no notice of)
revocation of that Power of Attorney and in)
the presence of:)

.....
Signature of Attorney

.....
Signature of Witness

.....
Name of Witness

TENDER CONDITIONS

Interpretation

1. (1) In these conditions and in the tender form, the following terms have the following meanings:

(a) "acceptance date" means 5 o'clock in the afternoon of 4 December 2014.

(b) "agent" means Maria Selleck Properties, 30 Bougainville Street, Manuka ACT 2603

(c) "business day" means a day upon which banks are open for business in the Australian Capital Territory

(d) "closing date" means 5 o'clock in the afternoon of 27 November 2014

(e) "contract" means the counterpart Contract for sale of land in respect of the property, copies of which may be obtained from the offeror's solicitors or the agent.

(f) "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act")

(g) "offer" means an offer as defined in cl 3 and made in accordance with these tender conditions.

(h) "offeror" means Philomena De Bortoli c/- Maria Selleck Properties, 30 Bougainville Street, Manuka, ACT 2603

(i) "offeror's solicitors" means Tetlow Legal, 11 McKay Lane, Turner ACT 2612.

(j) "preliminary deposit" means the deposit referred to in cl 5.

(k) "property" means the Land described in the contract and described in annexure B to this tender.

(l) "purchase price" means the sum which a tenderer has offered to pay for the property in an offer which has been accepted.

(m) "tender" means the documents and payment submitted pursuant to cl 7.

(n) "tenderer" means a person submitting an offer to purchase the property pursuant to these tender conditions.

(o) "tender conditions" means these conditions of tender.

(p) "tender form" means Annexures "A" and "B" accompanying these tender conditions and which is required to be completed by a tenderer.

(q) "$" means Australian dollar currency.

(2) Unless the context otherwise requires, the singular includes the plural and vice versa, each gender includes each other gender, references to persons include corporations and other legal entities and vice versa, and references to clauses are references to clauses of these tender conditions.

Invitation to tender

2. (a) The offeror invites offers from tenderers for the purchase of the property.

(b) This invitation to tender shall not be construed as an offer by the offeror to sell the property.

Offer to purchase

3. Lodgment of a tender in the manner hereinafter specified will constitute an offer (the "offer") by the tenderer to purchase the property for the price therein mentioned and

subject in all respects to these tender conditions. The offer will be irrevocable and will remain open for acceptance by the offeror until the acceptance date.

Acknowledgments by tenderer

4. Each offer will be made on the basis that the tenderer acknowledges that:

(a) it does not rely on any representation, letter, document or arrangement whether oral or in writing or other conduct, as adding to or amending these tender conditions and that, in the event of acceptance of an offer, the tender form, the contract and these tender conditions will constitute the only agreement between the offeror and the tenderer;

(b) it does not rely in making its offer upon any warranty or representation made by or on behalf of the offeror except such as are expressly provided herein and in the contract, but has relied entirely upon its own enquiries and inspection in respect of the property; and

(c) the offeror will not be responsible for any costs or expenses incurred by any tenderer in preparing and lodging a tender.

Preliminary deposit

5. Each tenderer will lodge with the tender form an unendorsed bank cheque in favour of the agent as a preliminary deposit in the sum of 10% of the purchase price. If an offer is accepted, the preliminary deposit will be treated as a payment on account of the purchaser price to be dealt with as part of the deposit payable under the contract. The preliminary deposit paid by unsuccessful tenderers and interest (if any) will be returned as provided for in cl 8.

FIRB

6. (1) A tenderer who is required to obtain the approval of the Foreign Investment Review Board ("FIRB") to the purchase of the property shall obtain that approval prior to submission of his tender.

(2) A tenderer shall, upon request by the offeror, within 1 Business Day, provide evidence, reasonably acceptable to the Offeror:-

(a) of FIRB approval or non-objection to the purchase of the property by the tenderer, or

(b) that the tenderer is not required to obtain FIRB approval for the purchase of the property.

Method of tendering and closing time for tenders

7. (1) Tenders must be submitted on the tender form.

(2) Each tenderer will insert on the tender form:

(a) the tenderer's name (and where the tenderer comprises more than one party, the full name of each party);

(b) the tenderer's address for service, being an address in the Australian Capital Territory which is open to the public between the hours of 9.00 a.m. and 5.00 p.m. on each business day;

(c) the price which the tenderer offers for the purchase of the property such price being exclusive of GST;

(3) The tender form will be executed, signed at the foot of each page by the tenderer dated, and:

(a) where the tenderer comprises more than one party, the tender form will be executed by each party and the interest of each party will be specified;

(b) where the tenderer is or includes a corporation, the tender form will be executed in the manner permitted by its constitution or the Corporations Act or by a duly authorised attorney of the corporation;

(c) where the tender form is executed under power of attorney, a certified copy of that power must accompany the form together with evidence that the power has been registered.

(4) A counterpart of the contract will be executed by the tenderer but left undated. Paragraphs (a), (b) & (c) of clause 7(3) of these tender conditions will apply mutatis mutandis in respect of such execution by the tenderer. Details of this purchaser, the purchaser's solicitor and the price must be completed in the contract prior to such execution.

(5) An offer will be made by lodging in the offeror's tender box situated at Maria Selleck Properties in a sealed envelope marked "Tender – 30 Packer Street, Weetangera" enclosing:

(a) the tender form with annexed tender conditions completed and executed in accordance with this clause;

(b) if required pursuant to clause 7(3)(c) or clause 7(4) a certified copy of the power of attorney and evidence of registration there mentioned;

(c) a counterpart of the contract completed and executed in accordance with this clause, and

(d) an unendorsed bank cheque in payment of the preliminary deposit in accordance with clause 5.

Unsuccessful tenderers

8. No later than one week after the acceptance date, the agent will notify each unsuccessful tenderer that its offer has not been accepted and will at the same time repay to such tenderer the amount of the preliminary deposit lodged by it.

Acceptance of tender

9. (1) The offeror reserves the right in its absolute discretion without any reference back to any tenderer:-

(a) not to accept the highest tender;

(b) to reject any tender without reason;

(c) to reject all tenders;

(d) to withdraw the property from sale;

(e) to negotiate a private sale of the property to any person either before or after the closing date and even though that person may not have submitted a tender or complied with these conditions;

(f) to delete, vary or add to these conditions or the contract, and

(g) to require a tenderer to procure another person (who, in the opinion of the offeror is a a person of substance) to guarantee that tenderer's obligations:

(i) pursuant to this tender, and

(ii) if it is the successful tenderer, pursuant to the contract upon such terms as the offeror's solicitor may require.

(2) The offeror need consider no offer unless made in accordance with the tender conditions and the contract; but the offeror may in its absolute discretion consider any offer which does not so accord, and in particular may consider and

agree to proposed amendments or additions to the contract which may be negotiated by any tenderer. No unsuccessful tenderer may claim any redress against the offeror should the offeror permit any amendments or additions to any tender or sell the property to any other person whether a tenderer or not.

(3) If an offer is to be accepted, the offeror will ensure that it is accepted on or before 5.00 pm on the acceptance date. An offer may be accepted by the offeror notifying the successful tenderer in writing of such acceptance by the offeror. The notification will be accompanied by a counterpart of the contract duly completed and dated and executed by or on behalf of the offeror. On delivery of the notification and the counterpart contract, the contract will be binding upon the offeror and the tenderer in accordance with its terms.

Notices

10. (1) The offeror may deliver any written notification required or permitted to be made by it hereunder to a tenderer by leaving it or causing it to be left at the address for service of such tenderer as shown on the tender form lodged by that tenderer.

(2) Any notice to be given by a tenderer to the offeror will only be effective if in writing and hand delivered to the offeror at the address set out in clause 7(5). Notice will only be deemed given once actually received by the offeror in accordance with this clause 10(2).

11. Deliberately deleted.

Enquiries

12. (1) Enquiries concerning the property should be addressed to the agents as identified in cl 1(a).

(2) Enquiries concerning legal matters should be addressed to Tetlow Legal.

Jurisdiction and proper law

13. These tender conditions will be construed and take effect in accordance with, and the obligations of the tenderer will be governed by, the laws in force in the Australian Capital Territory. The tenderer agrees to submit to the jurisdiction of the courts of that Territory.

Confidentiality

14. A tenderer will keep confidential and will not disclose any information disclosed to or obtained by the tenderer in relation to the property which is not in the public domain (or which is in the public domain as a consequence of a breach of these tender conditions), unless

(1) the disclosure is specifically authorised by the offeror; or

(2) the disclosure is made bona fide to an independent consultant retained by the tenderer in relation to the tender.

No tenderer will in any way publicise its tender or proposed tender.

Conditions to continue in force

15. In consideration of the offeror agreeing to consider each tender the foregoing tender conditions will continue to bind the offeror and each tenderer notwithstanding that its offer might not be accepted and notwithstanding acceptance of any other offer and, in the case of the successful tenderer, notwithstanding entry into the contract.

Finders Fee

16. The offeror shall not be liable for the payment of any commission, brokerage or other finder's fee (collectively called "commission") to any person other than Maria Selleck Properties and each tenderer severally, but not jointly, agrees to indemnify the offeror and keep it indemnified against all loss, damage, claims and causes of action incurred, suffered made or brought against the offeror for commission by any person (other than Maria Selleck Properties) in respect of a tender or the purchase of the property by that tenderer.

Time of the essence

17. Each tenderer acknowledges that time is of the essence in respect of any date, time or period stipulated in these tender conditions.

Costs

18. Each tenderer shall pay all stamp duty payable in respect of that tenderer's tender form and the contract but otherwise, legal costs and disbursements in relation to these tender conditions, a tender or contract or any sale of the property shall be borne by each party.

DATED this _____ day of _____ 2014

ANNEXURE A

SCHEDULE

ITEM	INFORMATION	DETAILS	
1.	Tenderer	(a)	Name:
		(b)	Contact person:
2.	Tenderer's address	(a)	Postal address:
		(b)	Location address:
		(c)	Telephone number:
		(d)	Facsimile number:
3.	Offer price	$	

4. Tenderer's address for service of notices:
(See subclause 7(2)(b) of the tender conditions)

5. Tenderer's solicitor:
   (a) Name of firm:
   (b) Contact person:
   (c) Postal address:
   (d) Location address:
   (e) Telephone number:
   (f) Facsimile number:

6. Interests of tenderers (where more than one):

ANNEXURE B

PROPERTY

30 Packer Street, Weetangera

Certificate of Title Volume 992 Folio 29, Block 11 Section 35 Weetangera