|  |  |
| --- | --- |
| BW TRANSPORT |  |

**Tender No. DOT407225**

**Request for Tender (“RFT”) for Sale and Removal of Vessel 'Freya' from Two Rocks Marina**

**Closing Time: 2:30:00 PM Perth WA, Monday 16 June 2025**

**Lodgement Options:**

|  |  |
| --- | --- |
| **Electronically:** | The Tender must be lodged electronically by uploading at: [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) |

|  |  |  |
| --- | --- | --- |
| **Contact Officer: Enquiries about the RFT should be directed to -** | | |
| **Inspection Appointments only:** | Stefanie Braun | Ph: 1300 863 308 |
| (\*) e-mail: stefanie.braun@transport.wa.gov.au |
| **Tendering, contractual:** | Livia Alex | Ph: (08) 63760178 |
| (\*) e-mail: livia.alex@transport.wa.gov.au |
| **NB: (\*) Do not use these e-mail addresses to lodge your Tender.** | | |

**Issue Date**: **30 May 2025**

Objective ID: A5501590 Version4.0

**PLEASE READ AND KEEP THIS SECTION**

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**PLEASE READ AND KEEP THIS SECTION**

PART ONE: INFORMATION FOR THE TENDERER

# ITEM DESCRIPTION

The Item for purchase and removal is vessel “Freya” (Registration Number 30566), a 12.19 metre timber yacht.

The vessel is currently located at the Department of Transport Two Rocks Marina Boat Lifting, 1 Pope Street, Two Rocks WA 6037.

Coordinates 31.4914 S, 115.5956 E

‘Freya’ is an abandoned vessel. The Department of Transport is offering the vessel for sale on an "as is where is" basis with all faults (if any) and has a court order to sell or otherwise dispose of the vessel, and all offers are invited for the purchase and immediate removal of this vessel as described below.

The condition of sails / rigging and motor are unknown.

The successful purchaser will be required to remove the vessel within 30 days of purchase and source an appropriate storage location.

## Specifications

|  |  |
| --- | --- |
| **Boat Name:** | Freya |
| **Registration Number:** | 30566 |
| **Registration Expiry:** | 09/10/2023 |
| **Boast Length:** | 12.19 metres |
| **Boast Type:** | Yacht |
| **Hull Colour** | White |
| **Boat Make:** | Unknown |
| **Construction:** | Timber |
| **Motor Type:** | Sail |







A steering wheel on a boat

AI-generated content may be incorrect.

# INSPECTION OF ITEM

The Tenderer may inspect the Item as per the following instructions. It is strongly recommended that you inspect the Item.

|  |  |
| --- | --- |
| Status: | Non-Mandatory |
| Date/s Time/s: | The following session will be made available for inspections by appointment:   * **10am Wednesday 11 June 2025**.   Please contact the Contact Officer listed on the front cover of the RFT to make an appointment within the time/date listed above before COB Tuesday 10 June 2025. |
| Place: | The Item is situated in the hardstand area at Two Rocks Marina Boat Lifting, 1 Pope Street, Two Rocks WA 6037. |
| Special Instructions: | Inspection of the Item is not mandatory, however, when determining whether or not to undertake an inspection of the Item, the Tenderer should take into account the conditions set forth in Part One, Clause 4.12 (c). |

## Contact Officer for enquiries and clarification

Prospective Tenderers should seek clarification from the relevant Contact Officer if they have any questions or issues relating to anything mentioned or referred to in the RFT. Details of the Contact Officers are specified on the front of the RFT. Ideally, enquiries should be in written form (e-mail is acceptable) and be submitted at least five working days before the Closing Time. The Department may not be able to respond to enquiries received after the time and date stated above.

**NB:** Unauthorised communication with other employees of the Department may lead to your Tender being excluded from consideration by the Department.

# STATEMENT OF BUSINESS ETHICS

A statement has been developed to provide guidance on the standard of conduct and ethics that the Department adheres to in all aspects of business, including what our partners, contractors, subcontractors and suppliers can expect when conducting business with us; and what we expect of those we do business with.

The statement can be found on the Department of Transport website:

[Statement of Business Ethics (transport.wa.gov.au)](https://www.transport.wa.gov.au/aboutus/statement-of-business-ethics.asp)

**PLEASE READ AND KEEP THIS SECTION**

# CONDITIONS OF TENDERING

## Definitions

In this RFT, except where the context otherwise requires, the words and expressions have the same meanings as they have in the Conditions of Sale.

The following additional definitions are applicable to the RFT.

|  |  |
| --- | --- |
| Addendum | means any or all addenda to the RFT. |
| Closing Time | means the date and time specified on the front of the RFT as the closing time for submission of Tenders. |
| Conditions of Tendering | means the conditions of tendering set out in the RFT including the additional conditions of tendering. |
| Conditions of Sale | means the conditions of sale set out in the RFT. |
| Department or DoT | means the Department of Transport. |
| RFT | means the request for tender including all the documents mentioned or referred to and forming part of the RFT and any Addendum. |
| Tender Number | means the tender number specified on the front of the RFT. |
| Schedule of Prices | means the schedule/s provided by you in accordance with the Tender and/or the schedule/s of prices in the resulting Contract, as the case may be. |
| State | means the State of Western Australia. |
| Tender | means the documents constituting a Tenderer's offer to purchase the Item or Items under the RFT. |
| Tenderer or you | means the person submitting a Tender. |

## Interpretation

In this RFT, except where the context otherwise requires,

1. 'person' includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
2. 'includes' is not a word of limitation;
3. a reference to Legislative Requirements includes all amendments, re-enactments and replacements to Legislative Requirements;
4. if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning; and
5. words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

## Conditions of Tendering

The Conditions of Tendering are the terms and conditions on which the Department will receive and evaluate Tenders. The Conditions of Tendering also specify the criteria against which Tenders will be evaluated.

The Conditions of Tendering set out what information and documents you must provide in your Tender. If you do not provide the required information or documents, the Department may reject your Tender. If you have any doubt as to what you are required to do, please write to or speak to the Contact Officer for tendering enquiries.

It is your responsibility to obtain copies of all documents, including Standards and Codes, mentioned or referred in the RFT. These documents will not be provided by the Department.

Participation in any stage of this Tender process, or in relation to any matter concerning the RFT, will be at your sole risk, cost and expense. The Department will not be responsible under any circumstances for any costs or expenses incurred by you in preparing or lodging a Tender or in taking part in the Tender process or taking any action related to the Tender process.

## Validity period of Tender

Your Tender shall remain valid and open for acceptance by the Department for a minimum period of three (3) months. The validity period shall commence from the Closing Time.

The minimum period stated above may be extended by the Department if the Department gives you and all other Tenderers notice of the extension of the period.

## Electronic transmission of Tenders

The Respondent may submit their Offer electronically by uploading file(s) in an approved format (**TWA Approved File Format**) at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/watenders/index.do?CSRFNONCE=46BB4144735C507E8C6A074E21654907).

If uploading Offer file(s) at Tenders WA, the Respondent must ensure that:

1. the lodgement is made in accordance with the [Tenders WA Terms of Use](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=FD7098E53C524FC9D6DA11E3F0AA598B);
2. the Respondent is registered on Tenders WA to submit an offer electronically;
3. the Offer is lodged against the correct Request Number;
4. each file name is no more than 125 characters in length;
5. each file upload request is equal to or less than 100MB per upload request; and
6. each file is uploaded in one of the following TWA Approved File Formats:

|  |  |  |  |
| --- | --- | --- | --- |
| TWA Approved File Formats | | | |
| Adobe Reader File # | .pdf | Image File | .jpeg |
| Microsoft Excel File \* | .xls | Image File | .jpg |
| Microsoft Excel File \* | .xlsx | Image File | .png |
| Microsoft Excel File \* | .csv | Media File | .mp4 |
| Microsoft PowerPoint File \* | .ppt | Media File | .mpp |
| Microsoft PowerPoint File \* | .pptx | Rich Text Format File | .rtf |
| Microsoft Publisher File \* | .pub | Text File | .txt |
| Microsoft Word File \* | .doc | Microsoft Word File \* | .docx |
| TWA Approved File Formats – Compression Formats | | | |
| ZIP File | .zip | Unix File | .z |

# PDF files must be Adobe compatible. \* Microsoft files must be PC / Windows compatible.

Notwithstanding paragraph (f) above, if the Respondent uploads Offer file(s) to Tenders WA:

1. in a file format that is not listed in the table above; or
2. uses one of the compression file formats listed above, and the underlying compressed file(s) is saved in a format not listed in the table above,

the Customer may exclude the content of that file(s) from their consideration of the Respondent’s Offer at their discretion.

The Tenders WA Terms of Use can be viewed at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=51CB50BD102986F9E29D7A17D327CB70). Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) by following the links ‘Help’ > ‘Help Guides’ > ‘Suppliers Help Guides’.

Queries in relation to Tenders WA, including TWA Approved File Formats, should be directed to the Procurement Systems Support Branch, Department of Finance by telephoning (08) 6551 2020.

## Hand delivered, faxed, emailed and posted Offers

Hand delivered, faxed, emailed and posted Offers will not be accepted.

## Indemnity by the Tenderer

The Tenderer shall indemnify the Principal, the Department and the State against claims by any person, including the Tenderer, or any person associated with the Tenderer, against the Principal, the Department or the State, in respect of personal injury or death or loss of or damage to any property or the Item(s), arising out of the state of repair or safety of the Item(s) or as a consequence of the carrying out by the Tenderer of the inspection of the Item(s).

## Clarification and Addenda

Any changes necessary to the RFT will be made by formal addendum.

Addenda to the RFT may be issued before the Closing Time for the purpose of clarifying the RFT or to effect changes in the technical or commercial aspects of the RFT. Addenda will be sent to the contact address or contact e-mail address of each person or organisation to whom a copy of the RFT has been issued. Recipients of addendum should acknowledge receipt. Addenda issued become part of the RFT.

Questions from persons seeking clarification and the Department's responses to those questions will be circulated to all Tenderers registered with the Department where the Department considers that this is appropriate.

## Right to discontinue or suspend

The Department reserves the right, at any time and from time to time, to cancel, vary, supplement, supersede or replace the RFT or any part of the RFT. The Department will notify you if it proposes to exercise any of its reserved rights under this clause.

Participation in the Tender process is at your sole risk, cost and expense and the Department will not be responsible under any circumstances for any costs or expenses incurred by you in preparing or lodging a Tender or in taking part in the Tender process or taking any action related to the Tender process if the RFT is cancelled, varied, supplemented, superseded or replaced.

## Right to extend Closing Time

The Department may extend the Closing Time by informing all Tenderers and notifying all persons to whom the Department has issued the RFT at the contact address or contact e-mail address that has been provided to the Department. It is the responsibility of each person submitting a Tender to notify the Department in writing of any change of address or change of e-mail contact address.

## Make due allowance for conditions and conflict between conditions

Your Tender shall make all due allowances for and be based on the provisions of the Conditions of Tendering and the Conditions of Sale and any other terms and conditions included in the RFT.

In the event of there being any conflict between the Conditions of Tendering and the Conditions of Sale and any other terms and conditions included in the RFT, the Conditions of Tendering shall take precedence.

## Tenderer to be informed

It is understood that you have:

1. examined the RFT and any other information available to you for the purposes of tendering;
2. examined all further information relevant to the risks, contingencies and other circumstances having an effect on your Tender, which is obtainable by making reasonable enquires;
3. examined the Item, the site and its surroundings, including site access, the ground conditions and the affects of the weather;
4. satisfied yourself as to the correctness and sufficiency of your Tender including Prices which shall be deemed to cover the cost of complying with all Conditions of Tendering and all matters and things necessary for the due and proper performance and completion of the proposed contract; and
5. consulted relevant authorities to confirm the location of services that may be encountered and likely to be affected by any actions required under any resultant contract, including water, waste water, gas, telephone, electricity and drainage.

## Tenderer’s own conditions

You must not include as part of your Tender your own general or special conditions of contract. If your Tender is the successful Tender, the resultant contract shall not include or be taken to be subject to your general or special conditions of contract unless specifically agreed with the Department and incorporated into the Contract by an express term or provision of the Contract.

## No collusion

You must not enter into a Collusive Tendering Agreement.

Evidence of a Collusive Tendering Agreement may, at the absolute discretion of the Department, lead to the rejection of all Tenders from persons involved, and you and any persons involved may be debarred from future tenders called by the State of Western Australia.

## Precedence of reproduced documents

You should be aware that if the RFT or any part of it is copied or reproduced in any way by you or by anyone on your behalf for the purposes of submitting a Tender and, at any stage, the reproduced material is found to differ from the RFT issued, in text or otherwise, then the form and content in the RFT issued by the Department shall take precedence over any copy or reproduction.

## Contents of Tender

Your Tender shall consist, as a minimum, of:

1. a completed Schedules of Prices;
2. other completed Schedules where required by the RFT; and
3. other required information that is part of the Tender.

## Tender Prices

Unless otherwise indicated, prices shall be expressed in Australian Dollars (A$) and include all applicable levies, duties, taxes, primage and charges applicable to the Item/s and associated with the performance of the Contract if you are a successful Tenderer.

## Conformity of Tender

Unless otherwise stated in your RFT, your Tender shall be for all of the requirements and in conformity with the RFT and shall be accompanied by all other information required by the RFT. The Department may decide, in its absolute discretion, to reject any Tender which does not conform with the Conditions of Tendering.

## Lodging a Tender

Your Tender must be submitted via the lodgement option specified on the front of the RFT before the Closing Time.

It is your responsibility to ensure that your Tender is lodged in the Tender Box before the Closing Time.

By submitting a Tender you are making an offer to purchase the Item/s described in the RFT:

1. at the Prices set out in the Schedule of Prices; and
2. in accordance with your Tender, the RFT, including the Conditions of Tendering, the Conditions of Sale, the Item description and any additional information you submit as part of your Tender.

If your Tender is a successful Tender, you agree that your Offer to Purchase and the letter of acceptance from the Department shall constitute acceptance of your offer and together, they constitute the legally binding contract between the Tenderer and the Principal and that it is expressly agreed that no further conditions are to be implied into the contract.

## Late Tenders

If your Tender is not received before the Closing Time, it is a late tender and will be excluded from consideration unless you provide conclusive evidence of mishandling of your Tender by the Department.

Your Tender will be taken to have been mishandled by the Department if it was received before the Closing Time at the address specified on the front of the RFT for receipt of Tenders but was not transferred to the Tender Box by the Closing Time due to an act or omission of an employee or agent of the Department.

## Acceptance/rejection of Tenders

The Department is under no obligation to accept the highest Tender.

The Department is under no obligation to accept any Tender and may reject any Tender or all Tenders at its discretion.

## Negotiation

Following the evaluation of Tenders and before awarding the Contract, you may be asked to enter into negotiations with the Department to resolve any issues applicable to your Tender. However, these negotiations will not be conducted as parallel negotiations with the intent of trading you off against another person who has submitted a Tender, but will be undertaken as a separate exercise.

Should the negotiations fail to resolve the issues, the Department may decide to reject your Tender.

## Conditions of Sale

The Conditions of Sale are the terms and conditions on which the successful Tenderer will contract with the Department.

The terms and conditions may be varied during the negotiation process by agreement between the Department and the successful Tenderer.

## Ownership of Tenders submitted

All documents, materials, articles and information submitted by you as part of, or in support of your Tender shall become, upon submission, the absolute property of the Crown in right of the State of Western Australia and will not be returned to you at the conclusion of the tendering process.

## Public disclosure of contract details

You should be aware that information relating to contracts awarded which are in excess of $20,000 will be published on the Western Australian Government Tenders WA website.

Documents and other information relevant to the Contract may be disclosed when required by the Western Australian Procurement Rules or Government policy or required by law including the *Freedom of Information Act 1992*, or by the tabling of documents in Parliament or under an order of the court.

**PLEASE READ AND KEEP THIS SECTION**

# CHECKLIST

It is always a good idea to use a checklist. The following checklist is provided to assist you in lodging a Tender that complies with the requirements and the Conditions of Tendering.

| ✓ | **Things you should consider** | **Explanation** |
| --- | --- | --- |
|  | **Planning your response** |  |
| □ | Do you understand what you have to do to submit a Tender that will meet all of the requirements? | Make sure that you read and that you understand the RFT and any accompanying documents and any documents mentioned or referred to in the RFT before you submit your Tender. |
| □ | Is there anything that you don't understand? | If in doubt about what you are required to do, you should speak to the Contact Officer for tendering enquiries and you should also ensure that you attend any pre-tender briefing sessions or site inspections. |
| □ | Do you know the date and time when your Tender has to be submitted? | The date and time is on the first page of the RFT. |
| □ | Have you inspected the Item/s you wish to purchase? | You are required to inspect the Item(s) prior to submitting your Tender. See clause 2 of this RFT. |
| □ | Any contract which arises as a result of your submission of a Tender will be subject to the Conditions of Sale. | Make sure that you read and that you understand the Conditions of Sale before you submit your Tender. If in doubt, you should consider seeking legal advice. |
| □ | Have you included all the information and attached documents that you are required to provide?   1. have you answered all questions and considered all matters raised in the RFT? 2. have you completed and supplied all forms and documents and have you included the correct number of copies you are required to supply? | If you don't include all the information you are required to include or attach all the documents that you are required to attach, your Tender may be non-compliant with the requirements and may not be considered by the evaluation panel. |
|  | **Preparing your Tender** |  |
| □ | Are you sure that you have addressed all the requirements of the RFT? | It is strongly recommended that you carefully read through your Tender to make sure that you have addressed all requirements of the RFT. |
| □ | Have you said whether or not you are prepared to contract on the basis of the Conditions of Sale? | If you are not prepared to contract on the basis of the Conditions of Sale, you must state clearly which conditions you object to or are not prepared to comply with and the reasons why you object to them or why you are not prepared to comply with them. |
| □ | Have you completed and included the Schedule of Prices? | If you don't complete and include costing for all items, your Tender may be non-compliant and may not be considered by the evaluation panel. |
| □ | Has any Addendum been issued that has changed the requirements in the RFT? | If so, make sure that you read and that you understand and address all the requirements set out in the Addendum before you submit your Tender. |
| □ | Have you attached a copy of your organisation’s Code of Conduct/Ethics and/or relevant industry Code of Conduct/Ethics? | If not, you should do so before you submit your Tender. |
|  | **Submitting your Tender** |  |
| □ | Have you signed and included any forms or schedules that need to be signed? | If not, your Tender may be non-compliant and may not be considered by the evaluation panel |
| □ | How should you submit your Tender? | If you are unsure, check with the Contact Officer for contractual and tendering enquiries. |
| □ | If you are posting your Tender, do you know what you should write on the outside of the envelope? | Check to see if specific information is required and how it is to be presented. At the very least, you should quote the Tender Number and a full description of the Services to be supplied. |
| □ | If you are submitting your Tender electronically through Tenders WA, do you know what the file type and size limitations are? | Check the file size of your Tender and ensure it fits within the Tenders WA file type and size limits. |

**PLEASE READ AND KEEP THIS SECTION**

# TENDER EVALUATION PROCESS

## Summary of the Tender evaluation process

Tenders will be evaluated using information provided by you in your Tender, clarifications etc (as applicable).

A panel of persons appointed by the Department will evaluate Tenders on the basis set out below.

At any phase of the tender evaluation process:

1. You may be required to clarify any matters referred to you by the Department.
2. Following any clarification, the evaluation panel may re-assess Tenders which may lead to a change in the ranking of Tenders in order of merit.
3. If you are the preferred Tenderer, you will be expected to enter into negotiations with the Department to agree the terms of conditions of the contract. If the terms and conditions are not agreed, the next highest ranked Tenderer may become the preferred Tenderer.

The Department is not bound to accept the highest Tender or any Tender or any Part Tender.

## Phases of the evaluation process

### Phase 1: Terms and conditions of the RFT

In order for your Tender to progress to the next phase, it is essential that you comply with the terms and conditions mentioned or referred to in the RFT. These requirements are not weighted. The Department may decide, in its absolute discretion, to give some consideration to what, in its opinion, are considered minor non-conformities under value for money principles.

Compliant Tenders accepted for further consideration proceed to Phase 2

### Phase 2: Evaluation criteria

At this phase, each panel member will individually assess each Tender against the criteria. The members will then convene to reach a group assessment for each Tender which will lead to a ranking of Tenders in order of merit.

The criteria are:

1. Value for money.
2. Time frame for payment of Purchase Price and collection of Item/s.
3. Removal of Vessel.
4. Vessel Registration.

**PLEASE READ AND KEEP THIS SECTION**

PART TWO: CONDITIONS OF SALE

# CONDITIONS OF SALE

## Definitions

In the Contract (as defined below) the following words and expressions have the meaning assigned to them, except where the context otherwise requires;

|  |  |
| --- | --- |
| Contract: | means the document(s) which constitutes or evidences the final and concluded agreement between the Principal and the Purchaser, and includes the request for tender that results in this Contract. |
| Department: | means the Department of Transport. |
| Item: | means the goods or item(s) offered for sale in this RFT including those in the schedule of prices submitted by the Tenderer and includes all items connected to or contained upon or within the item or forming part of the item. |
| Principal: | means the State of Western Australia acting through the Chief Executive Officer of the Department of Transport of Level 4, 5 Newman Court, Fremantle, Western Australia 6160 / Level 8, 140 William Street, Perth Western Australia 6000 and includes its authorised representatives and agents. |
| Purchase Price: | means the price to be paid by the Purchaser, for the Item, as stated in the letter of acceptance. |
| Purchaser: | means the Tenderer who has been awarded the Contract. |

## Basis of Offer for Sale

### The Purchaser acknowledges that it has had full opportunity to inspect the Item(s).

### The Purchaser accepts that the Item(s) being offered for sale are offered on an "as is where is" basis with all faults (if any).

### The Purchaser having inspected the Item(s) is fully acquainted with the state and condition of the Item(s) and accepts that the Item(s) is/are second hand with defects, and has made an assessment of the suitability of the Item(s) for its purposes or uses.

### The Principal, the Department and the State make no representation as to, and do not warrant the fitness for purpose of the Item(s).

### The Purchaser acknowledges that in entering into the Contract that it has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Principal or the Department in respect to the suitability, quality or condition of the Item(s).

### The Principal warrants that he has statutory power under s71 of the *Western Australian Marine Act 1982* to sell the Item and the purchaser who buys it in good faith receives good title to the Item against every other person. Alternately, the Principal warrants it has the power to sell the vessel pursuant to an order of the court under the *Disposal of Uncollected Goods Act 1970.*

## Limitation of Liability

### The Principal, the Department and any of its officers or employees will not be liable for any loss whatsoever the Purchaser its employees or agents may sustain as a result of, or in any way arising out of the use of the Items.

## Associated Costs

### All arrangements and associated costs with transferring, registration and stamp duty of the Items are the responsibility of the Purchaser.

### Please refer to the Department’s website at [www.transport.wa.gov.au](http://www.transport.wa.gov.au) for associated costs.

## Payment

### A letter of acceptance accompanied by a Departmental invoice will be issued to the Purchaser. Payment of the invoice can be made by either cash, eftpos or bank cheque (cheque payable to the Principal). A receipt of payment will be issued to the Purchaser.

### Payment of the invoice and any associated costs must be received in full (including GST) before removal of the Items. Title in the Item will not pass to the Purchaser until payment in full is received by the Principal.

### Personal and company cheques will not be accepted.

## Removal of Items

### Prior to removal, the Purchaser must contact the relevant contact person to make arrangements for site access and removal of the Items at a time and in a manner suitable to the Department.

### Unless otherwise agreed by the Principal, the Purchaser must remove the Item(s) purchased from the site within 30 days from the date the notification of acceptance is issued in accordance with clause 6.5.1.

### The receipt of payment must be presented to the Principal at time of removal of the Item(s).

### The Purchaser shall be responsible for ensuring the removal and disposal of any related rubbish from the site to the satisfaction of the Principal’s Representative. The site must be left in a clean and tidy condition. The Purchaser at his own expense shall rectify any damage to the site and its surrounds caused by the removal of the Item(s).

### In the event that within 30 days from the date of acceptance of the tender, the Purchaser enters into a written Agreement with the owner of the site, the Vessel to remain at the site for an agreed time period, the Purchaser need not comply with the requirement to remove the Item(s) in accordance with clause 7.6.2 above.

### If the Item(s) is not removed from the site within 30 days from the date of acceptance of the tender, the Principal may terminate the Contract at its absolute discretion and any costs incurred by the Principal associated with such termination may be set-off against the Purchaser’s refundable Purchase Price.

## Indemnity by the Purchaser

The Purchaser shall indemnify the Principal and its officers and employees against -

1. loss of or damage to any property, including existing property in or upon which the removal of the Item(s) is being carried out;
2. claims by any person against the Principal in respect of personal injury or death or loss of or damage to any property, economic losses or consequential damages (however arising, including negligence) arising out of or as a consequence of the carrying out by the Purchaser the removal of the Items under the Contract.

## Statutory Requirements

The Purchaser shall observe and comply with the provisions of all Statutory requirements, Acts, Ordinances, By-laws, Regulations, Orders and Rules and all requirements of any authority that are in force during removal and/or dismantling of any Items.

**PLEASE COMPLETE THIS SECTION AND RETURN WITH YOUR TENDER**

PART THREE: OFFER TO PURCHASE

# SCHEDULE OF PRICES

|  |  |
| --- | --- |
| **DESCRIPTION** | **PURCHASE PRICE (INCLUDING GST)** |
| Sale and Removal of Vessel 'Freya' (registration Number 30566) | $ |

## Notes to the Schedule of Prices

### For the purposes of completing the Schedule of Prices, you are required to insert the GST inclusive amount.

### Prices must be expressed in Australian Dollars (A$).

### The Schedule of Prices will be deemed to include the cost of complying with this RFT and the Conditions of Sale and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Contract.

### If there is insufficient space in the Schedules, please add rows and use the same format.

## Time Frame for Payment and Removal

|  |  |
| --- | --- |
| If your Tender is successful, please nominate how long you will require to make full payment: | **…………. WORKING DAYS** |
| How many days after you make full payment will you remove the Item/s? | **…………. WORKING DAYS** |

## Schedules of Prices and Addendum confirmation

|  |  |
| --- | --- |
| The Prices tendered include and take into account the information contained in any addenda issued for this RFT. | **YES / NO / NA** |

## Removal of Vessel

|  |
| --- |
| If your Tender is successful, can you please provide a brief explanation of how you propose to remove the Item from its current location at Two Rocks Boat Lifting, 1 Pope Street, Two Rocks WA 6037. |
|  |

## Vessel Registration

|  |  |
| --- | --- |
| The vessel registration expired on 09/10/2023. Does the Tenderer acknowledge and agree that the registration will be renewed prior to returning the vessel to the water at the Tenderers expense? | **YES / NO** |

## Inspection of Item

|  |  |  |
| --- | --- | --- |
| **Did a representative of the Tenderer inspect the Item/s tendered for?**  (Please ensure you carefully read Clauses 2 and 3.13(c) of this RFT relating to inspection of the Item/s.) | | |
|  | **YES / NO** | |
|  | **Full Name of Person or Persons who Inspected the Item/s:** | |
|  |  | |
|  |  | |
|  | **Date of Inspection:** | **\_\_\_\_\_\_ / \_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_** |
|  | **Date of Inspection:** | **\_\_\_\_\_\_ / \_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_** |

## Code of Conduct / Ethics

You must submit a copy of your organisation’s Code of Conduct/Ethics and/or relevant industry Code of Conduct/Ethics which will apply to all your personnel (and sub-contractors) associated with the performance of the contract if you are the successful tenderer.

Do you have an organisational Code of Conduct/Ethics and/or a relevant industry Code of Conduct/Ethics that will apply to all personnel associated with the contract if you are the successful tenderer?

🡺 **YES / NO** (please strike out the answer that is not relevant)

|  |
| --- |
| If yes, provide details of code/s: |
|  |
|  |

Alternatively.

Where you do not have your own organisational Code of Conduct/Ethics or relevant industry Code of Conduct/Ethics do you agree that the Department of Transport’s Code of Conduct will apply to any personnel associated with the contract if you are the successful tenderer? The Department of Transport’s Code of Conduct can be obtained by contacting the Contracts Officer on the front page of this Request.

🡺 **YES / NO** (please strike out the answer that is not relevant)

|  |
| --- |
| If no, please provide details |
|  |
|  |

## Tenderer’s name and contact details

I/We, the undersigned, offer to purchase the Items as listed in the Schedule of Prices from the Department of Transport in accordance with the terms and conditions set out here in Tender Number DOT407225 for the Sale and Removal of Vessel 'Freya' from Two Rocks Marina.

I/We have read and understand the conditions of sale.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| FULL NAME: |  | | | | | | |
| **SIGNATURE:** |  | | | | | | |
| **COMPANY / BUSINESS NAME (TRADING NAME) IF APPLICABLE:** | | | | | | | |
|  | | | | | | | |
| **ABN** | | |  | | **ACN** | |  |
| **Address:** | | | | | | | |
|  | | | | | | | |
|  | | | | | | | |
|  | | | | | | | |
| **postal Address (if different to above):** | | | | | | | |
|  | | | | | | | |
|  | | | | | | | |
| **TELEPHONE NO:** | | ( ) | | FACSIMILE NO: | | ( ) | |
| **MOBILE NO:** | |  | | **EMAIL:** | |  | |
| **NAME OF CONTACT PERSON:** | | | | | | | |
|  | | | | | | | |
| **TITLE/OFFICIAL POSITION:** | | | | | | | |
|  | | | | | | | |
| **DATE:** | |  | | | | | |