

Lloyds Auctioneers and Valuers Pty Ltd
ACN 109 191 095 ATF Lloyds Auctions Trust
ABN 46 809 877 862

TENDER DOCUMENT

December 2011



FOR THE PURCHASE
OF
Fire System Pump (Stationary)

TENDER CLOSES
Tuesday 31st January 2012 3pm (AESDST Queensland time)

- Corporation Park – Cnr Riverbend Ave
& Nerang-Broadbeach Rd, Carrara Q 4218
- PO Box 6 Nobby Beach Q 4218
- Ph (07) 5559 1999
- Fax (07) 5559 1900
- www.lloydsauctions.com.au

Auctioneers | Valuers | Asset Managers



INVITATION TO TENDER

1 INVITATION

Tenders are invited by Lloyds Auctioneers & Valuers (the Agent) for purchase by tender of the item attached being the property of the Vendor. All submissions are expressly required to be compliant with conditions set out in this Invitation

2 CLOSING

TENDERS Close: (QLD Time) on Tuesday 31st January 2012 at 3pm (AESDST)

Tenders may be received via email, facsimile or by hand at our premises.

Address - Cnr Riverbend & Nerang Broadbeach Rd, Carrara, QLD 4211.

Email - scott@lloydsauctions.com.au

Fax – 07 5559 1900 Tenders must be received by the stated closing time and date and must include a signed copy of the document.

No documents will be returned to the offerors and are assumed property of Lloyds Auctioneers & Valuers or signed via email.

3 DESCRIPTION

Skid mounted Diesel motor and pump (see annexure A)

4 LOCATION OF ASSETS INSPECTION ("the Items")

Assets are located at Chevallum on the Sunshine Coast Queensland inspection is by appointment only, please call 07 5559 1999 or Scott Webber on 0439765669 to arrange inspection.

5 REMOVAL

The asset must be removed from site 7 days from tender closure.

Terms & Conditions apply,

Removal must be made by and will be the responsibility of the successful tenderer only or his agent. The Vendor or its Agent (Lloyds) will not deal with any third party entity.

The purchaser will be responsible for the uplift of the assets from the worksite. The purchaser must bring in his own equipment for uplift, this equipment must be compliant with all operational conditions imposed by the Vendor.

As set out previously the Buyer must comply with nominated obligations. The assets will not be available for removal until full payment is made. Access to the yard will be given by arrangement with the vendor.

The successful Tenderer must comply with all site requirements of the Vendor regarding safe work practices; OH & S requirements both of the Vendor and state and federal statute and regulations. A safe work/risk assessment will be required.

6 GST STATUS

All prices submitted will include GST (GST exemption, if applicable proof of must be sited in accordance with state and federal laws).

7 LOCAL LAW COMPLIANCE (Queensland)

The contract or tender document will be governed by, construed and interpreted in accordance with the laws of Queensland, and in the event of any dispute arising the parties will submit to the courts of the State of Queensland.

8 APPLICATION FORMAT

The tender must be submitted in the format specified in Annexure "A" together with completed pricing on Annexure "A". Tenderers may submit one or more tenders in response to this Invitation.

9 CONDITION OF EQUIPMENT

The Items are available for inspection by the Tenderer(s). The Vendor and its agents make no warranty, representation or guarantee in relation to the Items whatsoever. Neither The Agent (Lloyds) nor the vendor give warranty as to the quality, compliance, suitability or safe condition of the goods. Because the goods are sold "as is and where is," the successful Tenderer shall have no claim in respect of the state or safety of the subject items whatsoever. The Tenderer accepts that the property is sold with all faults or defects (if any) whether apparent or not. Furthermore the Tenderer warrants that the Tenderer has satisfied itself by inspection and investigation, and accordingly has not relied on any statement, representation or warranty made by or on behalf of the Vendor either expressly or impliedly about the

Items, the purpose for which the Items can be used, the value of the Items, the fitness of the Items for the purposes the Tenderer wants it, the feasibility or viability and economic return of the existing use or any proposed future use of the Items.

10 PRICES OFFERED

Prices tendered must be in Australian currency and exclusive of all charges. Buyers please note that quoted prices must include GST. The tenderer shall complete each line item in the Schedule of Prices against which a price is offered and lodge Annexure "A".

11 POST OFFER NEGOTIATIONS

Lloyds Auctioneers & Valuers as Agent for the Vendor reserves the right to have post offer negotiations with one or more tenderers.

12 METHOD OF ACCEPTANCE OF TENDER

The highest tender may not necessarily be accepted. No tender will be deemed to be accepted until advice in writing of acceptance has been given to the tenderer by Lloyds Auctioneers & Valuers with written consent from the Vendor to accept a Tender offer directed to Lloyds Auctioneers & Valuers. Notice of acceptance shall constitute a binding contract between the Vendor and the successful tenderer ("the Buyer"). In the event that no tender offer is accepted by the Vendor then the Vendor reserves the right to dispose of the items in any other way or process it sees fit.

13 PAYMENT

Upon written acceptance of the successful tender offer the successful tenderer (buyer) must make full payment 72 hours after tender acceptance to the below listed trust account. by Bank Cheque or EFT (see below). Full payment must be received by Lloyds prior to pickup.

METHOD OF PAYMENT

BANK CHEQUE OR DIRECT CLEARED FUNDS TRANSFER ONLY

Lloyds Auctioneers & Valuers Trust Account

Account Details for EFT: Commonwealth Bank

BSB 064-486
A/C 1011 5863
Reference: 12Fire Tender

14 CONTRACTORS & SUB CONTRACTORS

The contractor must have prior approval from Lloyds before attending to uplift assets. Lloyds reserves the right to refuse entry to any removal contractor that the Vendor deems unsuitable for whatever reason or not appropriately qualified or insured.

15 INDEMNITY AND RELEASE

The Buyer shall indemnify the Agents & Vendor against any action, claim or demand brought as a consequence of damage to or loss of property, injury or death of any person, and costs incurred in defending such actions as a consequence of the successful tenderer removing or attempting to remove the goods.

The Buyer shall not be entitled to make any claim for compensation or damages or seek a reduction in the Purchase price, make any objection, or be discharged from the purchase or terminate the agreement to purchase because any error, misstatement or omission in the description of the Item.

16 BUYERS PREMIUM

A buyer's premium of 11% gst inclusive applies to this asset.

17 HAZARD REPORT

Hazard reports will be applicable to this item costs associated in generating this report will be the responsibility of the vendor. Successful purchasers will need to sight and sign a plant hazard report prior to uplift of the asset.

Annexure "A"

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Must be returned with a copy of the Tender Document

Acceptance of Terms & Conditions

I the undersigned hereby accept all of the terms and conditions set out in the attached document (Clauses 1 to 17). I have inspected the asset and am aware that the listed description may vary from the list supplied in this document. **I am aware that the asset may be incomplete with the description used as a guide only. I have inspected the item and completed my own inventory.**

Name (Print) _____

Signed _____

Offer

I the undersigned hereby offer for the asset as listed in annexure B as described in the attached schedule (Annexure "B") the assets have been inspected and inventory was completed by us as potential tenderers.

Offer \$ _____

GST (if applicable) \$ _____

Buyers Premium 11% \$ _____

Total Offer \$ _____

Name (Print) _____

Signed _____

Witness (Print) _____

Signed _____

Date _____

Details of Tenderer

Name (Print) _____

Company _____

ABN _____

ACN _____

Position of Signatory _____

Address _____

City _____ Post Code _____

Phone _____ Email _____

Facsimile _____

Annexure "B"

Item Description:

Motor (type unknown due to paint) 4 cylinder Diesel with full automated control panel indicating 12 hours

Pump Aline model 490 sn 30216 rpm 3000 flow 23 imp 213 kw 23 h/kpa 50 single stage 100mm input and output

Custom wire cage and roofing included.

No piping included