



DISTRICT COUNCIL OF
ORROROO/CARRIETON

Southern Flinders Ranges • Established 1997

District Council of Orroroo Carrieton

REQUEST FOR TENDER FOR THE SUPPLY OF PROPERTY SALES BY PUBLIC AUCTION TO SECTION 184 LOCAL GOVERNMENT ACT 1999 [NON PAYMENT OF RATES] PROPERTIES IN THE ORROROO CARRIETON REGION

Enquiries

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District Council of Orroroo Carrieton
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Tenders close 12 Noon [South Australia Time] on Friday 10 April 2009

Lodgement of Tenders	Tenders should be;
Clearly labelled	Property Sales by Section 184 [Non Payment of Rates]
Delivered	To the Tender Box located in the Administration area of the District Council of Orroroo Carrieton, 17 Second Street Orroroo
Posted	C/- Tender Box District Council of Orroroo Carrieton P O Box 3 Orroroo SA 5431
Note	Tenders that are not posted in sufficient time to be received prior to the closing date and time will not be considered

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REQUEST FOR TENDER [RFT] documents consist of the following

Part A Tender Details

Information to Tenderers
General Conditions of Tendering
Tender Form
Schedule of Prices

Part B Contract Details

Contract Conditions
Annexure to Contract Conditions
Special Conditions of Contract

Part C Specification of Work

Specification Clauses

Appendix A

List of Properties

PART A TENDER DETAILS

INFORMATION FOR TENDERERS

IT01 INFORMATION EXCHANGE

Tenderers shall note that any information, clarification or interpretation exchanged between the District Council of Orroroo Carrieton and the Tenderer before the submission of the Quotation will **not** form a part of the Contract agreement unless such information, clarification or interpretation is confirmed and recorded in the Contract documents.

IT02 INFORMATION TO BE SUBMITTED WITH TENDERS

- A fixed lump sum price including an itemised price list of all works to be provided, including all items not specifically indicated in the RFT but necessary for the satisfactory completion of the work
- Time to complete the work [by way of a work program showing time required for each phase]
- OH&S plan and procedures
- Evidence of insurances
- Work Cover Registration Number
- The Contractor shall provide a statement of Compliance with all relevant standards and codes with the submission of an offer and a Certificate of Compliance with all relevant codes at the time of completion [where applicable]

IT03 TENDER ASSESSMENT

The tender assessment will be based on value for money, demonstrated appreciation of the RFT documents and methodology to comply with the documents, details submitted, successful performance of works of a similar nature and magnitude and the adequacy of management systems to be implemented on the contract, including Quality Assurance, OHS & W and Environmental Management

The following General Conditions of Tendering shall apply,

CT1 DEFINITIONS AND INTERPRETATION

In these Conditions of Tendering

Closing date for Tenders means the date stated on the front cover page of the specification

Contract means the agreement between the Principal and a Tenderer resulting from the Principal's acceptance of a Tender lodged by a Tenderer under these Conditions of Tendering and or a Tender lodged by a Tenderer under these Conditions of Tendering and varied by the agreement of the Principal and that Tenderer before acceptance

Conditions of contract means General Conditions of Tendering, Attachments and any other documents expressed to be read as part of the General Conditions of Tendering and included or referred to in the Tender Invitation Documents

Person includes a firm, body corporate or unincorporated or an individual

Principal means District Council of Orroroo Carrieton

Specification means the statement of technical, functional and performance requirements and other matters to be satisfied by Tenderers and included with the Tender Invitation Documents

Tender means the written offer submitted by a person in response to the Tender Invitation Documents and includes the Tender Form and any schedules, forms, statements and other documents lodged with it

Tender Form means the form entitled "Tender Form" and provided with the Tender Invitation Documents to be completed by the Tenderer

Tender Invitation Documents means the documents described in Clause CT3 of these Conditions of Tendering

Tenderer means a person who submits a Tender under these Conditions of Tendering

The singular includes the plural and vice-versa. The masculine gender includes the feminine and neuter genders. The provision of an index, headings and clause numbers are for convenience of reference only and shall not affect the construction of these Conditions of Tendering

CT2 NATURE OF CONTRACT

The Contract for which a Tender in accordance with these Conditions is made is a Lump Sum Contract, and all work performed under it shall be in conformity and in accordance with and subject to Tender Documents as defined in Clause CT3

CT3 TENDER DOCUMENTS

The Tender Documents shall be these General Conditions of Tendering and the Specification

CT4 CONTENTS OF TENDER

The Tender submitted shall be prepared in the English language, with prices, rates or amounts stated in the Tender in Australian Dollars, be definite [with no rise or fall for the duration of the Contract], include all freight and insurance charges, and be inclusive of GST

Must be submitted on the Tender Form [with annexures] where there is insufficient space and must state an Australian Businesses Number [ABN] and indicate status of registration under the GST Act

Must contain an address for service of any notice which may be served on or given to the Tenderer in connection with the Tender

Where the Tenderer is, a corporate body, the full name, registered office and Australian Company Number [ACN] if a Company must be specified, an individual partnership or firm, the full name and business address of the individual partnership or firm must be specified and or a trust, the full name and business address of the trustee [and where the trustee is a company the Australian Company Number] must be specific

The documents comprising the Tender [excluding plans or drawings on paper larger than A4 size) should be fixed together, whether by means of a staple or otherwise]

CT5 TENDERER TO BE INFORMED

Tenderers are required to and shall acquaint themselves with all conditions relating to the Contract and shall inspect the site where any work is to be undertaken before submitting a Tender and if a Tenderer has any doubt as to the meaning of any part of the Tender Invitation Documents, the Tenderer shall ask the Chief Executive Officer of the District Council of Orroroo Carrieton for clarification and that clarification shall be valid only if issued in writing and on the basis that any clarification given under Clause CT5.2 may also be issued to all other prospective Tenderers

CT6 LODGEMENT OF TENDERS

Tenders must be submitted in the manner as set within the Request for Tender Page 1.

CT7 STATEMENT OF NON-COMPLIANCE

Each Tender will be deemed to comply with the requirements of the Tender Invitation Documents unless the Tenderer has within the Tender provided a schedule entitled “Statement of Non-Compliance” clearly identifying where the Tender is non-complying

CT8 ALTERNATIVE FUNCTIONAL AND PERFORMANCE TENDER

A Tenderer may offer an alternative proposal to provide a functional and or performance solution to the whole or part of the Specification. Where an alternative proposal is offered it must ensure any differences between the requirements of the Specification and the alternative proposal are clearly identified to enable easy assessment of the alternative proposal, and ensure the differences referred to in this Clause CT8.2 are contained in a separate schedule or document marked “Alternative Functional and/or Performance Tender” supplied with the Tender

An alternative proposal under Clause CT8 shall be deemed to comply with the requirements of the Specification except where specified and where an alternative proposal requires reworking of drawings or of existing construction, this cost will be taken into account in any evaluation of the alternative proposal

CT9 INFORMAL TENDERS

Any Tender may be rejected which is incomplete or does not comply with the requirements of or which contains provisions not required by the Request for Tender but the Principal may or may not consider, in its sole discretion, any Tender including a late Tender or a Tender from a Tenderer who has failed to submit a Tender in accordance with these Conditions of Tendering

CT10 COST OF TENDERING

The Tenderer shall bear all costs of and incidental to the preparation and lodgement of the Tender and of complying with the requirements of the Tender Invitation Documents

CT11 FURTHER INFORMATION

After the closing date for Tenders and before the acceptance of a Tender [if at all] the Principal may request the Tenderer to, clarify one or more matters in its Tender, or supply further information about its Tender, or supply information about the Tenderer’s experience and expertise in undertaking any of the work required by the Tender Invitation Documents or its Tender, or supply information about the Tenderer’s ability to provide finance, materials, plant and personnel necessary to undertake any of the work required by the Tender Invitation Documents or its Tender, and upon receipt of the request the Tenderer must promptly supply the clarification or further information and if requested by the Principal, the Tenderer’s response under Clause CT11.1 must be in writing

CT12 WITHDRAWAL OF TENDER

A Tenderer may withdraw its Tender at any time after the expiration of the period of ninety days commencing on the day after the closing date for Tenders under these Conditions of Tendering, and at any other time with the prior written consent of the Principal which consent may be withheld without the Principal giving reasons

CT13 POST-TENDER NEGOTIATIONS

After the closing date for Tenders and before the acceptance of a Tender [if at all] the Principal may enter into negotiations with any or all Tenderers, singularly or concurrently, about any matter contained in their Tender or associated with it

CT14 ACCEPTANCE OF TENDER

The Principal shall not be bound to accept the lowest or any Tender and if expressly provided for in the Specification, the Principal may accept the whole or any portion or portions of the Tender, and the Principal may accept a Tender, either as lodged by a Tenderer or as varied pursuant to negotiations under Clause CT13 of these Conditions of Tendering and a Tender can only be accepted by written notice of acceptance and the date of acceptance of the Tender will be the date appearing upon the notice of acceptance issued by the Principal

CT15 QUALITY MANAGEMENT

That the Principal may give preference to a Tender where the Tenderer lodging the Tender, and or the supplier or manufacturer of goods or services to be supplied under the Tender, has in place an acceptable quality management system, such as those systems accredited by a third party as conforming to Australian Standards AS9001, 9002 or 9003

CT16 EQUAL OPPORTUNITY FOR WOMEN IN THE WORKPLACE ACT 1999

Tenderers shall comply with the provisions of the Equal Opportunity for Women in the Workplace Act 1999

CT17 ENVIRONMENTAL CARE

The Principal may give preference to a Tender where the Tenderer lodging the Tender and or the supplier or manufacturer of goods or services to be supplied under the Tender has, with respect to the work to be undertaken pursuant to the Tender implemented strategies to care for the environment, including without limitation, and energy efficiency, use of recycled materials and reduction of waste and waste disposal costs

The Principal may give preference to a Tender where the Tenderer lodging the Tender and or the supplier or manufacturer of goods or services to be supplied under the Tender has not offered products which contain or are manufactured by processes using chlorofluorocarbons and or halons, and proposed alternative products are available which do not contain or are not manufactured by processes using chlorofluorocarbons and or halons

To assist the Principal to make an assessment of any environmental care initiatives undertaken by a Tenderer, these initiatives should be identified by the Tenderer in any Tender lodged

CT18 TENDERER'S EMPLOYMENT CONDITIONS

Any Tenderer lodging a Tender under these Conditions of Tendering agrees that it will comply with the SA Equal Opportunity Act which precludes discrimination in employment, including without limitation, discrimination on the basis of sex, race, marital status, pregnancy, physical impairment and sexuality.

CT19 COPYRIGHT AND OTHER INTERESTS

If a third party holds any copyright or other proprietary interest in any plans, designs, drawings or other documents delivered with the Tender or to be delivered under the Contract, or any licence or other agreement is required from a third party to use any of the plans, designs, drawings, other documents, plant, equipment or materials to be used or supplied under the Tender or Contract, the Tenderer must disclose in the Tender the identity of the third party and the cost of obtaining the appropriate licence, agreement or other rights to use the plans, designs, drawings, other documents, plant, equipment or materials in the works which are the subject of these Conditions of Tendering

CT20 TRADE SANCTIONED COUNTRIES IMPORTED GOODS AND SERVICES

The Australian Government imposes sanctions against certain countries from time to time and the countries subject to sanctions are listed in Australian Customs Notices. A Tenderer must declare in its tender the origin of goods or services to be supplied if their Tender is accepted, and the extent, if any, of ownership of the Tenderer by a person or entity of a trade sanctioned country. The Principal may give preference to a Tenderer where the goods or services to be supplied under the Tender are produced wholly or partly in Australia or New Zealand

CT21 CONFIDENTIALITY

All information provided between the Tenderer and the Principal pursuant to the Tender Invitation Documents and any Tender shall be treated as confidential information. The Tenderer and the Principal undertake to maintain the confidentiality of that information

CT22 CONTRACTUAL OBLIGATIONS

The calling of Tenders pursuant to the advertisement [if any] and the Tender Invitation Documents are not intended to give rise to any contractual obligations between the Principal and the Tenderer. It is intended that contractual obligations shall only arise between the Principal and a Tenderer upon the acceptance of a Tender by the Principal

CT24 TENDER FORM	
Name of person, firm or company tendering USE BLOCK LETTERS	
Address for notification	
Australian Company Number [A C N] Australian Businesses Number [A B N] Is the Tenderer Registered under the GST Act Yes / No	
Work Cover Registration Number	
Description of works	Marketing, Public Auction and Transfers [if applicable] of 93 Titles by Section 184 Local Government Act 1999 [Non Payment of Rates]
List Documents	This Tender Form, General Conditions of Tendering, Tender Form, Schedule of Prices, Contract Conditions, Annexure to Contract Conditions, Special Conditions of Contract and The Specification
Tendered Values shall be inclusive of GST. The Marketing & Auction Process shall be completed for the Lump Sum of \$ _____ The Contracts and Transfers shall be completed for the Individual Sum of \$ _____ for each title	
The Works shall be completed to Practical Completion within _____ weeks from the Date of Acceptance of Tender	
If the Tenderer is a firm a list of the full names of the individual members of the firm must be attached	
Being duly authorised to sign for and on behalf of the Tenderer and in the presence of	
..... (Authorised Signatory) (Witness Signature)
..... (Print name in full) (Print name in full)
..... (Office held) (Office held)
DATED this _____ day of _____ 2009	
Tenders opened by	The Chief Executive Officer Dated / / 2009
in the presence of	District Council of Orroroo Carrieton

CT25 SCHEDULE OF PRICES

The rates and prices to be inserted into the Schedule of Prices shall be the full inclusive value of the work to be carried out, including all costs and expenses which may be required in and for the completion of the works, together with all generated risks, liabilities and obligations set forth or implied on the documents on which the tender shall be based. A price shall be entered against each item in the Schedule of Prices.

The Price shown in the tender shall be GST inclusive

Item No.	Description of Work or Material and Specification Clause Reference	Tender Amount
	Marketing	\$
	Public Auction	\$
	Other Relevant Services/Documents & Contracts	\$
	Conveyance Service	\$
	TOTAL AMOUNT OF TENDER	\$

Being duly authorised to sign for and on behalf of the Tenderer and in the presence of

.....
(Authorised Signatory)	(Witness Signature)
.....
(Print name in full)	(Print name in full)
.....
(Office held)	(Office held)
DATED this	2009
day of	

PART B CONTRACT DETAILS

CONTRACT CONDITIONS

CC1 DEFINITIONS AND INTERPRETATION

In this Contract,

Contract means the agreement between the District Council of Orroroo Carrieton and Contractor, and includes these Small Works Service Contract Conditions, Specifications [if any], Annexure, Tender and Acceptance of Tender [if any] and any other applicable documents

Contract Sum means the amount stated in the Annexure to be paid for the Works

Contractor means the person described as the Contractor in the Annexure

Principal means the District Council of Orroroo Carrieton

Works means the whole of the work and or service to be executed in accordance with the Contract, including variations provided for in the Contract

Headings are for reference purposes only and do not form part of the Contract. Words in singular include plural and vice-versa. The laws of the State of South Australia shall govern the Contract

Should any ambiguity or discrepancy be discovered in any document under the Contract, the District Council of Orroroo Carrieton's Representative shall direct the Contractor as to the interpretation

CC2 PERFORMANCE AND PAYMENT

The Contractor shall execute and complete the Works as required by the Contract and in accordance with any direction given by the District Council of Orroroo Carrieton's Representative and subject to the Works being properly completed the District Council of Orroroo Carrieton shall pay the Contractor the Contract Sum, as adjusted for additions or deductions under the Contract

CC3 ASSIGNMENT AND SUBCONTRACTING

The Contractor cannot assign the Contract or subcontract the whole or any part of the work under the Contract without the prior written approval of the District Council of Orroroo Carrieton and any approved subcontracting does not relieve the Contractor of his obligations and liabilities under the Contract

CC4 INSURANCE

The Contractor shall have and maintain a policy of Public Liability Insurance in respect of the works under the Contract to the satisfaction of the District Council of Orroroo Carrieton and shall provide the District Council of Orroroo Carrieton with all details of the policy and proof of currency on request by the District Council of Orroroo Carrieton. Public Liability Insurance for the duration of the Contract shall not be less than \$10 million in respect of any one claim

The Contractor shall comply with its obligations under the Workers Rehabilitation and Compensation Act 1986 in relation to all of its employees and shall ensure any subcontractors also comply

CC5 GENERAL INDEMNITY

The Contractor must indemnify and keep indemnified the District Council of Orroroo Carrieton and its officers and agents against all claims, demands, costs, losses, damages and expenses of whatever nature arising out of or in connection with loss of life or injury to persons or loss or damage to property arising from the Contractor undertaking the Work under the Contract to the extent that such death, personal injury and or damage to property is occasioned by any act, neglect, default or omission by the Contractor, his agents or sub-contractors

CC6 THE DISTRICT COUNCIL OF ORROROO CARRIETON

The Chief Executive Officer of the District Council of Orroroo Carrieton as stated in the Specification will have the authority to exercise all the powers and functions of the District Council of Orroroo Carrieton under the Contract and any direction, requirement, decision or determination of the Chief Executive Officer of the District Council of Orroroo Carrieton shall be binding on the Contractor

CC7 COMMENCEMENT AND COMPLETION OF WORKS

The Contractor shall commence the Works at the time stated in the Annexure and shall proceed with due expedition and without delay and shall complete the Works to the satisfaction of the District Council of Orroroo Carrieton by the time stated in the Annexure or within such extended time as agreed in writing by the District Council of Orroroo Carrieton

CC8 MATERIALS AND WORKMANSHIP

All materials incorporated into the Works shall be new and suitable for the purpose and consistent with the nature and character of the Works, unless otherwise specified, construction methods and standards of finish shall be in accordance with relevant Australian Standards and to a level satisfactory to the District Council of Orroroo Carrieton

All work to be carried out by experienced and qualified tradesmen in accordance with recognised methods and to a level satisfactory to the District Council of Orroroo Carrieton

If in the opinion of the District Council of Orroroo Carrieton, any person undertaking work on the site is negligent, working in an unsafe and dangerous manner, incompetent or guilty of misconduct, the Contractor shall remove that person from the site for the duration of the Contract

CC9 DEFECTS LIABILITY

The Defects Liability Period stated in the Annexure shall commence upon completion of the Works to the satisfaction of the District Council of Orroroo Carrieton. The Contractor shall make good at its own cost all defective workmanship or materials and all damage to the Works occasioned by faulty workmanship or materials as directed by the District Council of Orroroo Carrieton during the Defects Liability Period

CC10 VARIATIONS

The District Council of Orroroo Carrieton may direct the Contractor in writing to vary the work under the Contract or execute additional work, but such variations shall not be beyond the general scope of the Contract with any such variation not invalidating the Contract and unless the District Council of Orroroo Carrieton and the Contractor agree on the price or rate for a variation, the variation shall be valued or determined by the District Council of Orroroo Carrieton using reasonable rates and prices

CC11 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall provide all things and take all measures necessary to protect people and property, including erection, maintenance and removal of barricades and signs for the safety and convenience of the public and others, avoid unnecessary interference with the passage of people and vehicles, prevent nuisance and unreasonable noise and disturbance and be responsible for the care of the whole of the work under the Contract from the commencement until the Works are completed and handed over to the District Council of Orroroo Carrieton and shall be liable for any loss or damage to the Works from any cause whatever and shall make good at its own cost any loss or damage for which the Contractor is responsible

CC12 STATUTORY REQUIREMENTS

The Contractor shall comply with the requirements of all public and other authorities having jurisdiction over any matter which is the subject of the Contract, including without limitation any approvals or certificates required

The Contractor shall comply with all legislation affecting the work to be undertaken under the Contract, including without limitation the Occupational Health Safety & Welfare Act 1986 & Regulations, the Workers Rehabilitation and Compensation Act, the Environment Protection Act 1993, the Construction Industry Training Fund Act 1993 and Equal Opportunity for Women in The Workplace Act 1999

CC13 SAFETY / RISKS / HAZARDS

Before commencing work under the Contract and during the execution of the Works, the Contractor shall take appropriate steps to identify and manage risks and hazards associated with the work including protecting property and providing employees and subcontractors with appropriate instructions, training and supervision to ensure their safety and the safety of others at all times

The right of the District Council of Orroroo Carrieton Representative to inspect and direct the Contractor to either make safe the working conditions or implement safety procedures or audits shall not absolve the Contractor of the Contractor's responsibility to ensure the working conditions are safe and all the operations are in accordance with the OHS&W Act

CC14 CLEAN SITE / WORKING AREA

The Contractor shall keep the site and any works clean and tidy, removing regularly from the site rubbish and surplus material arising from execution of the work under the Contract and on the completion of the Works, the Contractor shall remove from the site all surplus materials, rubbish, constructional plant and temporary works leaving the site, Works and any existing structures in a state of repair satisfactory to the District Council of Orroroo Carrieton

CC15 PAYMENTS

Unless the District Council of Orroroo Carrieton agrees otherwise, the Contractor shall submit a Tax Invoice for payments at the completion of Tender

Information and evidence as required by the District Council of Orroroo Carrieton shall support the amount claimed on the Tax Invoice

Within 30 days from date of the Tax Invoice, the District Council of Orroroo Carrieton shall pay the Contractor the amount stated on the Tax Invoice

Payment by the District Council of Orroroo Carrieton shall not be taken as evidence against or as an admission by the District Council of Orroroo Carrieton that the work specified on the Tax Invoice has been executed in accordance with the Contract, but shall be taken to be payment on account only

When all the Contractor's obligations under the Contract have been fulfilled and the Defects Liability Period has expired and the District Council of Orroroo Carrieton is satisfied that the Works have been satisfactorily completed, then any amounts due from one party to the other shall be paid

If the Contractor is liable to pay GST in respect of any taxable supply or taxable importation to the District Council of Orroroo Carrieton under this Contract, the Contractor shall provide a tax invoice to the District Council of Orroroo Carrieton in respect of any payment under this Contract at the time when payment is made as a condition of such payment. If the Contractor does not have an ABN or can not provide evidence of obtaining an ABN, then the District Council of Orroroo Carrieton will withhold an amount from the payment in accordance with the Taxation Administration Act and the Contractor shall have no right or claim to any additional payment arising out of that withholding

CC16 RELATIONSHIP BETWEEN THE PARTIES

The Contractor acknowledges that the relationship between the District Council of Orroroo Carrieton and the Contractor is not that of employer and employee, and that the District Council of Orroroo Carrieton is not liable for wages, workers compensation, sick leave, annual leave, claims and entitlements payable and for complying with the Commonwealth Income Tax Assessment Act (1986)

The Contractor acknowledges that the District Council of Orroroo Carrieton in entering the Contract relies on the Contractor's skill and expertise in performing the work under the Contract

CC17 DEFAULT

If the Contractor commits any breach of the Contract or defaults in the performance of any requirement of the Contractor or refuses or neglects to comply with any direction in accordance with the Contract or becomes insolvent or bankrupt, or being a company has a receiver or liquidator appointed to it, the District Council of Orroroo Carrieton may suspend payment under the Contract and may, by notice in writing, to the Contractor, take out of the hands of the Contractor such of the work remaining to be completed and exclude the Contractor from the site

Where the work is taken out of the hands of the Contractor, the District Council of Orroroo Carrieton shall arrange for the completion of the Works and on completion the District Council of Orroroo Carrieton shall certify the cost of the Works to the District Council of Orroroo Carrieton, comprising payments to the Contractor and the costs and losses incurred by the District Council of Orroroo Carrieton. If the amount certified is greater than the amount which would have been paid to the Contractor if the whole of the Works had been completed by the Contractor, the difference shall be a debt due from the Contractor to the District Council of Orroroo Carrieton

The District Council of Orroroo Carrieton may deduct from the moneys due to the Contractor any money due to the District Council of Orroroo Carrieton

CC18 DISPUTES

Any dispute arising out of the Contract, whether raised before or after completion of the Works shall be referred to the District Council of Orroroo Carrieton, who with the Contractor and the District Council of Orroroo Carrieton shall attempt to resolve the dispute or agree upon other means to resolve the dispute

If within 14 days of the dispute being referred to the District Council of Orroroo Carrieton, the dispute is not resolved by agreement or a means to resolve the dispute agreed upon, either party may refer the dispute to the Chairperson or President for the time being of the Institute of Arbitrators and Mediators Australia (SA Division) to appoint an arbitrator and determine the rules to conduct an arbitration to resolve the matter

SPECIAL CONDITIONS OF CONTRACT

SCC01 COST ADJUSTMENT

This Contract is a Lump Sum Contract and will be not be subject to adjustment for rise and fall in costs

SCC02 DISTRICT COUNCIL OF ORROROO CARRIETON REPRESENTATIVE

The District Council of Orroroo Carrieton as defined in the General Conditions of Contract shall be the Chief Executive Officer or an officer delegated to represent the Chief Executive Officer. The delegation shall remain in force until the Contractor is given written notice by the District Council of Orroroo Carrieton of the cancellation or of the transfer of these powers to another officer

SCC03 POSSESSION OF SITE

The Contractor shall be given possession of site on submitting to the District Council of Orroroo Carrieton the Security Deposit [Clause SCC 07], Evidence of Insurances [Clause SCC 05], Evidence of the payment of the Construction Industry Training Levy [if applicable],

The Principal will not entertain any claim from the Contractor for extension of time or costs for delayed possession of Site if the Contractor fails to submit all the documents specified above within the specified time, or if the documents submitted are incomplete or inaccurate.

SCC04 SUBCONTRACTORS

The Contractor shall not change any subcontractors without the approval of the District Council of Orroroo Carrieton

SCC05 INSURANCE

Before commencing work, the Contractor shall take out insurances in accordance with Clause CC4 of the General Conditions and the relevant details shall be submitted with their tender. The Contractor's Work Cover Registration number shall also be provided

Evidence that the approved insurance proposals have been effected shall be submitted to the District Council of Orroroo Carrieton before work commences

SCC06 PAYMENTS

Payment for moneys payable will be paid in accordance with Clause CC2 and CC15 of the Contract Conditions

SCC07 SECURITY

The Contractor shall submit to the District Council of Orroroo Carrieton a security deposit for the purpose of ensuring due and proper performance of the Contract

The security shall be in the form of cash or an unconditional bank guarantee in a form approved by the District Council of Orroroo Carrieton. Failure to lodge the security on time shall be considered to be a substantial breach of contract and grounds for termination of the Contract by the District Council of Orroroo Carrieton

The security shall be for an amount equal to 5% of the lump sum or estimated value of the Contract at the date of acceptance of tender

When all work under the Contract has been satisfactorily completed, including the defects liability period, and the Contractor has fulfilled all the Contractor’s obligations under the Contract, the security will be released by the District Council of Orroroo Carrieton

SCC08 ANNEXURE

The Annexure shall be attached to the General Contract Conditions shall be read as part of the Contract

The Contractor is	The successful tenderer as detailed in the Letter of Acceptance of Tender
The Contract Sum	The Lump Sum as accepted by the Principal
The address for the service of notices to the Supplier is	The successful tenderer’s address
The Date of Acceptance of Tender is	As stated on the Letter of Acceptance of Tender
Commencement of Works	Work on site can commence after Possession of Site (see SCC 03 of Special Conditions of Contract) is given by the District Council of Orroroo Carrieton
Completion of Works	As agreed between the parties
Defects Liability Period	20 years

PART C SPECIFICATION OF THE WORK

SP01 SCOPE OF WORK

Without limiting the generality of the General Conditions of Contract and except as otherwise expressly provided herein, the Contractor shall provide all equipment, plant, labour, supervision, services, testing, quality control and warehousing necessary for the Work as detailed and in strict accordance with the Specification

The Contractor shall, unless the Contract otherwise expressly provides, supply at the Contractor's own cost and expense everything necessary for the proper completion of the Work and proper performance of all obligations under the Contract

All minor items which are obviously necessary or which could be reasonably inferred to be included shall be provided at the Contractor's expense even though the item is not specifically stated in the Specification

The Contractor shall have sole responsibility for each and every item of expense necessary to complete the works as described in the Contract

The Scope of Work shall include,

- 1 Provide marketing and proposed details for all 93 titles, for a period of no less than 6 weeks [Property inspections will not be required, with Council to provide all relevant land details, searches and maps]
- 2 Sale of Properties by Public Auction [Venue provided by Council - Orroroo Memorial Hall]
- 3 Provide all other relevant procedures or documents and contracts required [please note all extra details in tender document]
- 4 Provide all conveyance service and relevant documents to transfer ownerships [if applicable]

[See Appendix A]

SP02 STANDARDS AND CODES

All services performed shall be in strict accordance with the latest revisions, including amendments, of all applicable codes and Australian standards

Where conflict exists between codes, standards or regulations, written clarification will be requested from the Supervising Officer. If the work is not covered by codes or standards, accepted industry standards and/or practices will be adhered to

The Contractor shall provide a statement of Compliance with all relevant standards and codes with the submission of an offer and a Certificate of Compliance with all relevant codes at the time of completion

SP03 SAFETY

The Contractor shall conduct all operations in accordance with the standards of safety laid down in the South Australian Occupational Health, Safety and Welfare (OHS&W) Act 1986 and Regulations there under

SP04 ENVIRONMENTAL MANAGEMENT

The Contractor shall conduct all operations in accordance with the standards of Environmental management

SP05 CONTRACTOR'S WORKING AREA

The District Council of Orroroo Carrieton will define the Contractor's working area and an area on the Site for the Contractor's car park. Unless required directly in conjunction with or the executions of the work, employee's cars shall not be driven or parked on the Site other than within the assigned area. Vehicles shall only travel on the roads provided

The Contractor shall contain the activities within the boundaries of the working area. For any use of areas outside the working area the approval of the District Council of Orroroo Carrieton shall be obtained

The Contractor shall continuously maintain the working and car park areas in a condition to the satisfaction of the District Council of Orroroo Carrieton

The Contractor's operations shall not damage any of the surrounding area outside of the working area. Any damage by the Contractor's operations outside of the working area shall be reinstated by the Contractor to the satisfaction of the District Council of Orroroo Carrieton at the Contractor's expense

Any payments made by the Principal for any damage caused by the Contractor's operations outside the working area will be deducted from any payments due or becoming due to the Contractor

It may be necessary for the Principal to carry out work in and also have access through the Contractor's work area during the period of the Contract. Tenderers are advised to enquire about the details of such work and required access during the site inspection as the price tendered for the work will be deemed to allow for any restricted access and other hindrances caused by the Principal's operations and no claims will be considered for extensions of time or cost

SP06 CO-ORDINATION WITH THE DISTRICT COUNCIL OF ORROROO CARRIETON OPERATIONS

During the pre construction period the Contractor shall arrange all necessary meetings with the District Council of Orroroo Carrieton to discuss the operational constraints which are applicable to this contract

SP07 SERVICES

The Contractor shall locate and protect all existing services

SP08 INTERFERENCE

The Contractor shall conduct the operations so as not to interfere with officers of the District Council of Orroroo Carrieton in the performance of their duties

APPENDIX A

Full Name	Billing Address	Billing Address Line 2	Billing Suburb	Postcode	VG Number	Property Location
J C POTTS DEC'D	THIRD STREET		EURELIA SA	5431	48 0066400 6	LT 247 248 250
AMY EDGEWORTH SANDERS	POST OFFICE		WALKERVILLE SA	5081	48 0065400 0	LT 138 155
MICHAEL KINGSBOROUGH	36 MAIN STREET		CARRIETON SA	5432	48 0053425 2	LT 36 45 47
KINGSMAN ST BARBE MILLER	136 WEST TERRACE		CARRIETON SA	5432	48 0057200 5	LT 136
EDWARD MOORE	MAIN ST		CARRIETON SA	5432	48 0053450 0	LT 37
EDWARD MOORE	EAST TCE		CARRIETON SA 5432		48 0054250 0	LT 65 66
EST OF G BRAND	32 GRENFELL STREET		ADELAIDE SA	5000	48 0052300 0	LT 5 12
EST OF F F READ	C/O F T READ	10 TIDSWORTH CRESCENT	COLONEL LIGHT GARDENS SA	5041	48 0052700 1	LT 17 18 31 32 105 120 121
WILLIAM TAYLOR	POST OFFICE		CARRIETON SA	5432	48 0052850 6	LT 39 56
JOHN DUNN	47 HUTCHINSON STREET		MT BARKER SA	5251	50 1141300 6	LT 476 F185368
THOMAS HAMS	C/- POST OFFICE		CARRIETON SA	5432	48 0061210 *	LT 232
GEORGIA TAARNBY	83 TOWER STREET		NORTH ADELAIDE SA	5006	50 1101400 5	LT 88
COLETTE ANN MURPHY	PO BOX 843		PORT PIRIE SA	5540	50 1132705 2	LT 173 174 175 180 181 186 187
JOHNBURGH TENNIS CLUB	JOHNBURGH via		ORROROO SA	5431	48 0081800 1	SEC 292
WALTER RICHARD AXFORD	FOURTH STREET		CARRIETON SA	5432	48 0061000 8	LT 223 226
L RIORDAN	AMALGAMATED INVESTMENTS LTD	98 NORTH TERRACE	ADELAIDE SA	5000	48 0062500 7	LT 5 6 11 12
DELIA MAY DINON	THIRD STREET	EURELIA via	ORROROO SA	5431	48 0063800 0	LT 86 91
EURELIA TENNIS CLUB	C/- E P WALL	EURELIA via	ORROROO SA	5431	48 0064400 5	LT 106 119
RICHARD ABRAHAM DAVID THULBURN	BELTON VIA		CARRIETON SA	5432	48 0074800 7	LT 70 75
EDWARD BOXER, HENRY ANTHONY CLIFFORD, JOHN NORMAN GREGORY, JOHN WILLIAM HARDY, JOHN MEERS, OWEN SMITH AND ARTHUR HERBERT WILKINS	120 TAYLORS ROAD		THEBARTON SA	5031	48 0075150 5	LT 133
EMILY AUSTIN FRAMPTON	POST OFFICE		NORTH ADELAIDE SA	5006	48 0066100 8	LT 188
JR BROWN	22 GRENFELL STREET		ADELAIDE SA	5000	48 0064100 7	LT 92 165

District Council of Orroroo Carrieton – Request for Tender – Property Sales by Section 184 [Non Payment of Rates]

Full Name	Billing Address	Billing Address Line 2	Billing Suburb	Postcode	VG Number	Property Location
ROBERT FRANCIS KINNANE	17 CONDAMINE STREET		HILLCREST SA	5086	48 0063550 4	LT 58 140
MORTIMER STUCKEY DEC'D	GPO BOX 3630		ADELAIDE SA	5001	48 0066200 0	LT 199 202
ERNEST LIDDON FRY	317 GOODWOOD ROAD		KINGS PARK SA	5034	48 0066300 3	LT 200
WINIFRED FERGUSON	GRAY STREET		KILKENNY SA	5009	48 0065900 4	LT 181 215 229 235/236 245 252
JOHN JOSEPH HAMILTON	70 QUEEN STREET		PETERBOROUGH SA	5422	48 0062600 *	LT 7
HARRY BEADNALL	FOURTH STREET		CARRIETON SA	5432	48 0053300 6	LT 35
ANN ONEAL	C/- POST OFFICE		CARRIETON SA	5432	48 0053100 0	LT 28
JOHN SULLIVAN	60 MAIN STREET		CARRIETON SA	5432	48 0054100 6	LT 60
PATRICK OWENS	POST OFFICE		TWO WELLS SA	5501	48 0054500 7	LT 71 87
JOHN COOK	POST OFFICE		LAURA SA	5480	48 0054400 4	LT 68 69
WILLIAM HENRY COX	34 HEWITT AVENUE		ROSE PARK SA	5067	48 0054600 *	LT 73 74
ARTHUR DOUGLAS HIGGINSON	36 QUEEN STREET		PETERBOROUGH SA	5422	48 0063600 5	LT 59
ERNEST EDWARD LIGHT	POST OFFICE		GUILFORD WA	6055	48 0053000 8	LT 27 38 43
MARTIN CHRISTOPHER OSHEA	96 HEWITT AVENUE		TOORAK SA	5065	48 0056300 2	LT 106 119
JOHN NOEL COX	MAIN STREET	EURELIA via	ORROROO SA	5431	48 0063400 *	LT 57
GEORGE JERDAN	C/- POST OFFICE		ORROROO SA	5431	48 0078350 7	LT 9
ALLAN DEAKER CLENDINNEN	37 DONALDSON TERRACE		WHYALLA SA	5600	48 0063000 9	LT 26 39 102
HENRY HANCOCK	FIFTH STREET		CARRIETON SA	5432	48 0056800 6	LT 122 135
MARY DOWD	EAST STREET		CARRIETON SA	5432	48 0054900 8	LT 81
THOMAS ALFRED A BYERLEE	BELTON via		ORROROO SA	5431	48 0075000 0	LT 101 108
JOHN CHARLES GUTTE	POST OFFICE		CALTOWIE SA	5490	48 0075560 2	SEC 4EA
W W FINCH DEC'D	C/- W LAMSHED	3 MAIN ROAD, JOHNBURGH via	CARRIETON SA	5432	48 0078100 *	LT 3
JAMES JOSEPH SILVY	JOHNBURGH via		CARRIETON SA	5432	48 0078400 8	LT 11 14
ELLEN GANGELL	MAIN ROAD		PARADISE SA	5075	48 0064300 2	LT 103 104
MICHAEL O'DEA	177 EAST TERRACE		CARRIETON SA	5432	48 0059400 1	LT 177

District Council of Orroroo Carrieton – Request for Tender – Property Sales by Section 184 [Non Payment of Rates]

Full Name	Billing Address	Billing Address Line 2	Billing Suburb	Postcode	VG Number	Property Location
CAROLINE PENELOPE BRICE	28 ESMOND STREET		HYDE PARK SA	5061	48 0058500 9	LT 160 208
HENRY GEORGE HARDY	P M B 225	KINGSCOTE	KANGAROO ISLAND	5223	48 0060800 4	LT 217
JOHN JONES	ERSKINE VIA		ORROROO SA	5431	50 1128350 4	SEC 38C
MARY SILVY	FOURTH STREET	JOHNBURGH via	CARRIETON SA	5432	48 0078900 1	LT 43 44
JOHN MOODY	BELTON via		CARRIETON SA	5432	48 0075300 9	LT 149 156 181 188
ARTHUR BENNET	KINGSCOTE		KANGAROO ISLAND SA	5223	48 0078800 9	LT 36 40
GEORGE JERDAN	C/- POST OFFICE		ORROROO SA	5431	48 0078550 2	LT 16
REBECCA BERETON DEC'D	C/O BAGOTS TRUSTEE	70 NORTH TERRACE	ADELAIDE S.A.	5000	48 0078200 2	LT 6 7
ALFRED SCHRAMM	239 FOURTH STREET		CARRIETON SA	5432	48 0061500 1	LT 239
EDWARD AND JOHN MEERS	120 TAYLORS ROAD		THEBARTON SA	5031	48 0075200 6	LT 148 157
ANN CUMMINGS DEC'D	C/- MR T CUMMINGS		POORAKA SA	5095	48 0065800 1	LT 166
JOHN MEERS	120 TAYLORS ROAD		THEBARTON SA	5031	48 0074700 4	LT 69 76
THOMAS DAVIES DEC'D	C/O MRS M KITTELTY	POST OFFICE	MURRAY BRIDGE SA	5253	48 0057000 *	LT 125
MARGARET WILLIS	11 FIFTH STREET		CARRIETON SA	5432	48 0052600 9	LT 11
PATRICK BROWN	C/- POST OFFICE		ORROROO SA	5431	48 0076065 5	SEC 77C
PATRICK LIDDY	POST OFFICE		CARRIETON SA	5432	48 0055700 8	LT 97
JOHN EIFFE	EURELIA VIA		ORROROO SA	5431	48 0073300 8	SEC 552 562
MARY DOWD	C/- POST OFFICE		CARRIETON SA	5432	48 0060100 5	LT 193
MICHAEL OHALLORAN	62 FOURTH STREET		CARRIETON SA	5432	48 0054200 9	LT 62
EDWARD TRAVERS	GUM VALE FARM	TARCOWIE via	ORROROO SA	5431	48 0053600 4	LT 46
HARRY MORGAN	21 FOURTH STREET		EURELIA SA	5431	48 0062800 5	LT 21 153
MICHAEL FREDERICK PARKER	C/- OFFICIAL TRUSTEE	99 GAWLER PLACE	ADELAIDE SA	5000	48 0059020 3	LT 167
JOSEPH CREEPER	53 MAIN STREET		CARRIETON SA	5432	48 0053900 2	LT 53
WILLIAM SIMCOCK	21 MAIN STREET		CARRIETON SA	5432	48 0052810 0	LT 21 40 44 54 55 67 70
PATRICK HEHIR	FIFTH STREET		CARRIETON SA	5432	48 0052900 7	LT 22
OTTO EWALD KAERGER	89 VINCENT ROAD		WNAGARATTA Vic	3677	48 0063300 7	LT 54 55

District Council of Orroroo Carrieton – Request for Tender – Property Sales by Section 184 [Non Payment of Rates]

Full Name	Billing Address	Billing Address Line 2	Billing Suburb	Postcode	VG Number	Property Location
ALBERT HERBERT SCHMIDT	EXECUTOR TRUSTEE	G.P.O. BOX 363	ADELAIDE S.A.	5001	48 0062700 2	LT 10
WILLIAM DEARMAN	22 THIRD STREET	EURELIA via	ORROROO SA	5431	48 0062900 8	LT 22 23 105
BESSIE ENGLAND & EMMA MORT	C/O S R SUTTON LTD	30 PIRIE STREET	ADELAIDE SA	5000	48 0075100 3	LT 131 132 141 142 158 164 173 179 180 189 190
MARY ANN DUNCAN	100 FOURTH STREET	EURELIA via	ORROROO SA	5431	48 0064200 *	LT 100 109
JOHANN FREDERICK SCHRAMM	57 WEST STREET		CARRIETON SA	5432	48 0054000 3	LT 57 58
WILLIAM THOMAS BROWN	EURELIA VIA		ORROROO SA	5431	48 0063700 8	LT 73
HOWARD ERNEST KIRKBRIGHT	17 JESSIE STREET		SEACLIFF PARK SA	5049	48 0063200 4	LT 42
GEORGE JERDAN	POST OFFICE		ORROROO SA	5431	48 0078325 9	LT 8
MARY COURDEROY	C/- POST OFFICE		ORROROO SA	5431	48 0078600 3	LT 17 18
HILLARY BOUCAUT DEC'D	C/- EXECUTOR TRUSTEE	GPO BOX 363	ADELAIDE SA	5001	48 0066000 5	LT 182 187 198 203 213 214 218/220 231 246 251
CATHERINE CATT	C/- A C CATT & CO	16 PIRIE STREET	ADELAIDE SA	5000	48 0065300 8	LT 137 201 217
WILLIAM S DOUGLAS DECD	241 MAIN STREET		CARRIETON SA	5432	48 0061600 4	LT 241
JAMES PAGE DEC'D	FOURTH STREET	EURELIA via	ORROROO SA	5431	48 0065000 *	LT 133 216
MARY ANN DUNCAN DECD	COMMONWALTH BANK		BRIGHTON-LE-SANDS NSW	2216	48 0064800 6	LT 125 126
HANNAH HEHIR	C/O PUBLIC TRUSTEE	VICTORIA SQUARE	ADELAIDE SA	5000	48 0055600 5	LT 95 96
JOHANN FRITZ F KAERGER		C/O A H & J F SCHMIDT	EURELIA SA	5431	48 0063100 1	LT 27 38 43 71 72 74
JANE ELIZABETH OGRADY	POST OFFICE		HAWKER SA	5434	48 0055300 7	LT 90 91 99