



WAITOMO DISTRICT COUNCIL

TENDER 500/2021-03

FOR GRAZING OF AREA AT WAITOMO DISTRICT LANDFILL LAND, TE KUITI

For grazing of sheep only

PARTICULARS AND CONDITIONS OF TENDER

Contents

PARTICULARS	3
CONDITIONS OF TENDER FOR GRAZING AN AREA OF LAND AT THE WAITOMO DISTRICT LANDFILL .	4
FORM OF TENDER	6

PARTICULARS

The description of the area of land for grazing of sheep is part of the Waitomo District Landfill being TE KUITI 2B7A PT A42B2 LOT 1 DPS 19909 L OT 2 DPS 15731 SEC 48 BLK IV OTAN AKE SD LOT 1 DPS 18392 BLK XVI ORAHIRI S D TE KUITI B1 BLK IV OTANAKE SD BLK XVI ORAHIRI SD containing approx. 7.4ha hectares more or less.

The land is freehold land comprised in Certificate of Title SA13D/597 and SA683/39.

CONDITIONS OF TENDER FOR GRAZING AN AREA OF LAND AT THE WAITOMO DISTRICT LANDFILL

1. TENDER DOCUMENTS

- 1.1 The tender documents comprise:
- (a) Particulars
 - (b) Conditions of Tender
 - (c) Form of Tender

The tenderer acknowledges receipt of a full set of tender documents.

2. METHOD OF TENDER

- 2.1 Every tender shall be made on the prescribed Form of Tender.
- 2.2 Every tenderer shall complete the Form of Tender by inserting all the prescribed details being namely:
- (a) The name and postal address of the tenderer.
 - (b) The amount being offered by the tenderer as an annual rental plus GST;
 - (c) The contact telephone number of the tenderer where available.

- 2.3 Every tender shall be signed by the tenderer and every tenderer shall send a copy of the attached Particulars and Conditions of Tender having completed the Form of Tender and submitted in a sealed envelope marked:

Tender No: 500/2021-03
Tender – Grazing Area of Land at the Waitomo District Landfill
Waitomo District Council
PO Box 404
TE KUITI 3910

All tenders must be deposited in the Tender Box, Reception of Waitomo District Council, 15 Queen Street, Te Kuiti or couriered so that it is received by Waitomo District Council no later than **4pm Friday 23 April 2021**.

- 2.4 Tenders submitted by fax, telephone or email will not be accepted.
- 2.5 No material alteration may be made to the terms and conditions of the Tender Documents.
- 2.6 Every tender shall be deemed to be the tender of a principal and the tenderer shall be liable accordingly. Tenders made by an agent on behalf of a principal shall be deemed not to comply with these conditions.
- 2.7 Every tendered purchase price shall be in New Zealand dollars and shall be deemed to be exclusive of GST if any.
- 2.8 Each tenderer shall state in the tender a complete postal address, and all notices, instructions and communications to be served, given or delivered, to the tenderer shall

be deemed to be sufficiently served, given or delivered, if sent by ordinary post addressed to the tenderer at the address stated.

2.9 Every tender shall be for grazing of the land only as described in the Particulars of these Tender Documents.

2.10 If no tender has been accepted within one month after closing of tenders, each Tenderer shall be notified in writing by Waitomo District Council whether his/her tender is or is not still under consideration.

3. ACCEPTANCE AND FORMATION OF CONTRACT

3.1 The Council reserves the right to:

- (a) reject any informal tender;
- (b) refuse to accept any tender including any tender properly complying with these conditions;
- (c) negotiate with any tenderer to the exclusion of others;
- (d) waive any minor irregularity or informally in the tendering process;
- (e) decline to accept the highest or any tender
- (f) reject any tender which fixes the tender price at an amount or percentage above any other tender price;
- (g) withdraw the land from tender at any time without notice.

4. FORMAL AGREEMENT

4.1 Within 14 days after receipt from Waitomo District Council of a formal licence agreement evidencing the terms and conditions of the accepted tender, the successful tenderer shall execute and deliver the formal grazing licence agreement to Waitomo District Council. Notwithstanding this provision the acceptance of the successful tenderers tender by Waitomo District Council shall create a binding contract between the parties subject only to those terms and conditions set out in the formal licence agreement.

4.2 The successful tenderer shall be deemed to have inspected the land and to have made his/her tender the same solely in reliance upon his/her own judgement and not upon any representation or warranty made by Waitomo District Council or any agent of Waitomo District Council.

5. TIME OF THE ESSENCE

5.1 In respect of each and every obligation of the successful tender, whether such obligations are contained in these conditions of tender, or in any formal contract agreement, time shall be of the essence.

FORM OF TENDER
FOR
GRAZING AN AREA OF LAND AT THE WAITOMO DISTRICT LANDFILL
TENDER 500/2021-03

I/WE _____
[Name of Tenderer]

of _____
[Postal address of Tenderer]

(For a term of three (3) years from 1 July 2021, plus two (2) rights of renewal of three (3) years each)

I/WE _____

hereby submit a tender price of \$ _____ (exclusive of GST if any)
per annum for the licence to graze an area of land at the Waitomo District Landfill as specified in the
attached licence document setting forth the terms and conditions of the licence.

DATED this _____ day of _____ 2021.

Full name of Tenderer: _____

Signature of Tenderer: _____

Postal address: _____

Email address: _____

Contact Telephone
Number: _____

HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED.
