

FORM OF TENDER

For lease of Old i-Site Building at 55 High Street, Hawera

South Taranaki District Council
PO Box 902
HAWERA

RE: Tender – Old i-Site Building at 55 High Street, Hawera

I
(Full Name in Block Letters)

of
(Full Postal Address)

..... Telephone (Private):
(Occupation)

..... Telephone (Business):
(Email)

Preferred contact method (circle): Phone / Email

I hereby submit the following tender, in accordance with the terms and conditions of tender dated

I wish to tender the amount of \$ (plus GST), being the annual rental for a Deed of Lease relating to the premises comprising approximately 220m², located at 55 High Street Hāwera.

.....
Signature

.....
Date

TERMS AND CONDITIONS OF TENDER

For Lease of OLD I-SITE BUILDING at 55 High Street, Hawera

1. All Tenders must be submitted on the attached tender form and enclosed in a sealed envelope marked – **TENDER – OLD I-SITE BUILDING AT 55 HIGH STREET, HAWERA.** hereinafter referred to as the “Premises”. The tender must be received by the Hawera Contact Centre, Private Bag 902, Hawera by 4.00 p.m. on Friday 31st October 2025.
2. The South Taranaki District Council (“Council”) does not warrant the accuracy of any matter or fact herein or in any particulars (including these terms and conditions of tender) and tenderers must verify the same to the own satisfaction and enter into the contract reliant solely on their own judgment.
3. Prospective tenderers should, before submitting a tender, ensure that their proposed use of the Premises will comply with Council’s requirements and bylaws.
4. No error or misdescription of the Premises or which may otherwise exist herein shall annul the tender nor shall it be withdrawn nor shall any compensation be payable to any tenderer by reason of any error or admission or misdescription (if any) in these terms and conditions of tender.
5. All tenderers should sign the Deed of Lease provided with these terms and conditions of tender and complete and initial the following details in it:
 - (a) the name of the Tenant on the first and last page of the Deed of Lease;
 - (b) the name of any Guarantors should also be inserted on the first and last page of the Deed of Lease, and all Guarantors should also sign the Deed of Lease. The Council will require the personal guarantee of any directors of any company submitting a tender;
 - (c) all signatures on the Deed of Lease should be witnessed;
 - (d) the Annual Rent and Monthly Rent in respectively paragraphs 9 and 10 of the First Schedule of the Deed of Lease;
 - (e) the proposed Business Use of the Tenant in paragraph 19 of the First Schedule of the Deed of Lease;
 - (f) the Tenant’s email address in paragraph 31 of the First Schedule of the Deed of Lease.
6. Each tender shall constitute an irrevocable offer which will remain open for acceptance by the Council, notwithstanding any negotiations, until 4.00pm on 7 November 2025 (“Tender Acceptance Date”) but without acceptance shall thereupon lapse and be of no further effect. The Council’s consideration of the submitted tender shall be good consideration for the submitted tender remaining irrevocably open for such period of time.
7. If any tender shall be signed by any person as agent or as trustee for an undisclosed party then whether or not the principal has been or shall afterwards be disclosed to the Council, or a director(s) signs on behalf of a company, such person shall at the option of the Council be personally liable hereunder as if that person were the contracting party on its own behalf.

8. The Council is not obliged to accept the highest or any tender and reserves the right to:
 - 8.1 Accept or reject an informal tender including a tender which does not comply with the conditions specified herein;
 - 8.2 Negotiate with a tenderer or tenderers to the exclusion of others;
 - 8.3 Withdraw the Premises from tender at any time without notice;
 - 8.4 Waive any irregularity or informality in the tendering process;
 - 8.5 Decline to accept the highest or any tender;
- 9 For the avoidance of doubt all or any negotiations conducted pursuant to clause 8 will be conducted on a without prejudice basis so that, in the absence of an agreed outcome, all tenders shall remain open for acceptance until the Tender Acceptance Date passes without an acceptance or rejection.
- 10 A successful tender will be created when the Council or its representative has informed the successful tenderer by letter, email or facsimile transmission that the Council has accepted the tender AND upon a Deed of Lease being fully executed as between the Council and the tenderer.
- 11 The Council will notify all unsuccessful tenderers in writing.
- 12 All tenderers shall be deemed to have inspected the Premises and to have knowledge of the state and condition of the Premises including the buildings and improvements therein (if any) and to have satisfied themselves that it is suitable for the purposes for which they intend to use it. The Council shall accept no obligation in respect thereof, but the successful tenderer shall take the Premises as it is. Inspection may be arranged if required, by contacting the Property Officer at hayley.old@stdc.govt.nz or 0800 111 323 during business hours.
- 13 The general area of the Premises is shown on the attached plan as outlined in red and any further information required may be obtained by telephoning the Council's Hawera Contact Centre on 0800 111 323 during business hours.