

LIFTRONIC PTY LIMITED



Minor Sundry Proposal

Client:	SP 67851
Project Name:	AVIS Apartments
Project Address:	200 William St, Woolloomooloo
LPL Tender Number:	023089-1
LPL Sales Engineer	Brock Butcher Mobile No. 0400 398 274
Date:	08/11/2023
Issue:	1

Project Address: AVIS Apartments
 200 William Street, Woollomooloo
 NSW, 2011

Lift No's 1 & 2	Scope – Install Travelling Cable for CCTV	Price (\$ AUS)
Following works to be carried out on the specified lifts listed below: -		
	<ul style="list-style-type: none"> ▪ Install PC20-C6 travelling cable from machine room to lift car 	Price Per Lift
	<ul style="list-style-type: none"> ▪ Provide access for contractors to terminate and test cable – 4 hours maximum 	\$ 5192.00
	<ul style="list-style-type: none"> ▪ Client to provide cable into machine room for connection to travelling cable 	
	<ul style="list-style-type: none"> ▪ Client to install and commission CCTV in lift car 	
Total Price		\$ 10,384.00
GST 10%		\$ 1,038.40
Total Price Including GST		\$ 11,422.40

An agreement between Liftronic Pty Limited, herein known as 'The Subcontractor' and SP 67851, hereinafter known as 'The Client' has been made for the supply of the above scope as per Liftronic Pty Limited offer number 023089-1 and the Liftronic Pty Limited Sundry Sales Conditions of Tender outlined in this document.

I / We agree to all Conditions of this Tender/Contract including the Contract Sum and all Conditions of Tender Document

Contract Accepted by (Print Name) and Position: _____

Position: _____

Signature: _____

Date of Approval: _____

Please Note *All Equipment to be supplied under the Contract is based strictly in accordance with Liftronic's Sundry Sales Conditions of Tender and does not rely on any other document or verbal instruction, whatsoever.

PLEASE NOTE: The impact of the COVID-19 pandemic could cause major supply issues of certain materials and or products, which could cause delays to the project and cause unforeseen costs.

Subsequently, any unforeseen price increase of material and freight cost occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contractual requirements shall be justifiably adjusted by amendment in accordance with the procedures of the contract document. A change in price of an item of material or freight shall be considered significant when the price of an item increases 2% percent or greater between the date of this contract and the commencement of installation.

This also relates to Liftronic's staff and local componentry if isolation has been directed or required.



Conditions of Tender/Contract for Sundry Sales

This Sundry Sale Proposal is submitted strictly in accordance with the forgoing Tender Document which includes these Standard "Conditions of Tender / Contract, for Sundry Sales: -

1. **GENERAL**
In the event of this quotation being accepted, this complete Tender Document, shall constitute the Contract Agreement.
2. **DURATION OF OFFER**
This quotation shall remain open for Thirty (30) days from date hereof, after which it is subject to confirmation before acceptance.
3. **REGULATIONS**
Liftronic Pty Limited shall install the equipment, the subject of this quotation, in accordance with existing state regulations and ordinances in force at the date of this quotation.
4. **COMPLETION**
All times quoted for completion are subject to final confirmation by Liftronic, after acceptance of this Tender. The Completion Date is subject to extension of time for failure to complete, as a result of Civil Commotion, Lockouts, Loss or Damage resulting from fires, Suspension of Work and/or all other cause beyond the control of Liftronic.
5. **LIQUIDATED DAMAGE AND RETENTION MONEY** is Not Applicable.
6. **PRICE ADJUSTMENTS**
Our Tender will remain valid for 30-days after which time we reserve the right to adjust our Pricing due to Currency Fluctuations, changed Supplier Prices, Labour Increases and the like. All on-going Maintenance and associated Pricing, will continue through the Contract Works.
7. **SITE AMENITIES**
With Acceptance of our Tender, the Purchaser agrees to provide, without charge: -
 1. Appropriate Wash, Change and Eating Facilities;
 2. Clean, Dry and Safe Storage of Equipment Intended for Use, Tools and Personal Equipment belonging to the Site Technicians; and
 3. Complete Access during the agreed times of Work, up until Completion of the Works.
8. **PAYMENTS**
Payments will be made in accordance with the following conditions: -
30% of Tender Price Within 30 days of order and prior to order of equipment 60% of Tender Price within 30 days of Invoice(s)date and prior to Delivery of Equipment 10% of Tender Price on practical completion of our works and prior to Handover to the client. Final payment must be received prior to the lift/escalator being placed into service; Processing of the order and placement of equipment orders shall not proceed until the deposit is received, Any subsequent payment not made by due date shall bear an interest of 4% per annum from date of submission of such claim. Our Tender is based on unsecured offsite payments. Ownership of materials and equipment shall not be passed onto the client until full Contract payment is received including any variations by Liftronic Pty Ltd.
Full payment is required for Do & Charge & Non- Contracted Clients.
9. **OWNERSHIP**
Equipment listed in Liftronic's progress claim or final claim, remain Liftronic's property until payment in full of such progress claim or final claim.
10. **INSURANCE AND GENERAL LIABILITY**
 1. The following insurances have been effected on behalf of Liftronic and this tender is based on and limits Liftronic's liability hereunder as follows: -
 - a. Workers Compensation – Unlimited
 - b. Public liability - \$20,000,000.00
 - c. Additional insurance, if required, shall be the responsibility of the Purchaser
 2. Subject to any contrary provisions in the Trades Practices Act, 1974, (as amended) as applicable to this Agreement, Liftronic shall not be liable for loss and/or damage and/or injury, financial or otherwise, in the course of and/or in connection with its performance of this Agreement provided always that Liftronic's legal liability for death or injury to any person so far as such death or injury is the direct and foreseeable consequence of such act, default and/or omission is not hereby excluded; and
 3. Within the meaning of the Trades Practices Act, 1974, (as amended) in no event shall Liftronic be liable for damages for loss of rent or profit.
11. **SAFE CONDITIONS OF WORK**
The purchaser warrants that during continuation of this Agreement, it will provide safe conditions of work to Liftronic, its servants, agents and all persons present by Liftronic's invitation and/or permission. In the event that in Liftronic/s opinion at any stage hereof conditions of work become unsafe, Liftronic reserves the right to suspend all work (Suspension of Works) until such conditions of work have been remedied to Liftronic's satisfaction
12. **PRACTICAL COMPLETION**
Date of practical completion hereof shall be the date Liftronic has installed all equipment, the subject of this quotation, in good working order and condition to the satisfaction of any responsible officer in the employ of the appropriate Statutory Authority or Authorities in the relevant State or Territory, provided always that in the event that Liftronic has installed all equipment the subject of this quotation in good working order and condition and such equipment cannot be operated due to any act, default and/or omission by the Purchaser or any party other than Liftronic than the date of written notice provided by Liftronic to the Purchaser stating the above
13. **INSPECTIONS**
Liftronic has included in the quotation for an inspection of the installation prior to hand over of the completed Works. The cost of any additional inspection resulting from works beyond our scope of works will be charged extra to the contract sum. A representative needs to be part of the team.
14. **INSTALLATION**
 1. Should the commencement on site be delayed due to reasons beyond the control of Liftronic Pty Limited, we will then provide the first installation team available to commence the works. Additional cost may be applicable;
 2. If Applicable all equipment and services provided, including Operation & Maintenance Manuals, (to the requirements of AS/NZS ISO 9001) will be of our standard supply, unless otherwise agreed in writing. We also reserve the right to change the scope of supply in respect of appearance, technology, supply source and equipment; and
 3. The Owner of the premises is responsible for all costs associated with the identification, removal and air quality testing of any Asbestos type material found on site.