

## **ASSET SALE / DISPOSAL – 23m Pontoon**

All Offers Considered | Used condition



Mid West Ports Authority (MWP) means to dispose of 1 large steel pontoon.

The pontoon was lifted from the harbour between 2009 and 2010 and has been in the ports storage yard at the Fishing Boat Harbour (FBH) Reclaim since this time. The pontoon was originally part of a group of 6 that were used during the port enhancement process as temporary fendering.

- Dimensions 23m long x 5.35m wide x 3.7m high.
  - Substantial framing inside, with 6mm plate for the exterior.
  - Overall ballasted mass is estimated between 90 – 120 tonnes.
  - Overall un-ballasted mass is estimated between 70 – 90 tonnes.
  - Ballast used in the 6 pontoons varied from 14mm granite stone, concrete and dredge tips.
- It is unknown which type of ballast was used on this particular pontoon.

The Purchaser will be responsible for the removal and disposal of any ballast and the transport and any associated costs of removing the pontoon from the Port. Should the Purchaser wish to put the pontoons to sea and to tow them out of Port waters; all arrangements and costs, including re-floating of the pontoon will be at the Purchaser's cost. Should the Purchaser wish to dismantle the pontoon, dismantling works are not to be undertaken on port land. However, the pontoon is stored in very close proximity to Geraldton Boat Lifters (GBL) yard and private arrangements may be made between the parties. Contact GBL facility manager: Wayne Proudlove on 0427 373 205.

MWPA's safety and environmental policies and procedures apply to removing, lifting, de-ballasting and transport / towage whilst on Port land, or Port in waters.



**To arrange an inspection or make an offer, contact the MWP Procurement Officer on 08 9964 0554 or [PO@midwestports.com.au](mailto:PO@midwestports.com.au)**

*(Warning: Item is in 'Used Condition'; improper use could result in serious injury)*

## MID WEST PORTS AUTHORITY ASSET DISPOSAL BID FORM

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**Bidder Contact Information:**

Name: \_\_\_\_\_ Phone/Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Invoice Information:**

Name or Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

ABN (if applicable): \_\_\_\_\_

**Bid/s Offered:**

Brief Description of Item	Any details / conditions of Sale	Bid Amount
		\$ Excluding GST
		\$ Excluding GST
		\$ Excluding GST

**Collection Date**

Preferred Collection Date \_\_\_\_\_

**Acknowledgement**

I have read and agree to the MWPA Asset Disposal Terms and Conditions.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**MID WEST PORTS AUTHORITY****ASSET DISPOSAL TERMS AND CONDITIONS**

1. By submitting a bid using the Bid Form before the close date and time, the bidder is bound by these terms and conditions.
2. Items for sale may be subject to a reserve.
3. The highest bidder shall be the Purchaser at the price stated on the Bid Form, subject to the reserve price if any, unless MWPA deems another bid offers better value. The MWPA's decision shall be final.
4. The MWPA reserves the right to accept or refuse any bids without having to state any reasons for this decision.
5. The purchaser shall disclose the name of the person bidding and, if required, the name and address of the company on whose behalf he/she will be bidding on the Bid Form to the MWPA.
6. The bid price identified on the Bid Form shall be exclusive of Goods and Services tax (GST). GST shall be added to the bid price.
7. The MWPA may determine rules for bidding and may refuse to accept any bid from any bidder who does not comply with such rules.
8. Nothing in these terms and conditions, including clauses 9, 10, 11 and 12, excludes, restricts or modifies any rights as a consumer that the bidder may have under Australian Consumer Law in relation to the items for sale.
9. All items for sale are open for inspection prior to the close date and time. The bidder agrees that the items for sale are second hand and are sold as scrap and may no longer be fit for the purpose they were originally made.
10. Subject to clause 8, the MWPA provides no warranties or representations in relation to the items for sale and all conditions, warranties or other terms (express, implied, statutory or otherwise) are excluded, or limited, to the fullest extent permitted by law.
11. Subject to clause 8, the MWPA's liability to the bidder is limited to refunding the purchase price for the relevant item for sale provided the item for sale is returned to the MWPA in its original state within 14 days after the Collection Date.
12. Subject to clause 8, the MWPA excludes all liability not covered under clause 11, including any loss of profits, loss of revenue, loss of opportunity and any other similar losses.
13. Possession of goods will not be obtained until full payment is received from the purchaser. Transfer of ownership from MWPA to the purchaser will occur upon collection of goods by the purchaser.
14. Payment can be made in the form of cash, debit or credit card, bank cheque or bank deposit. Please ensure sufficient time before the payment due date for bank cheques or bank deposits to be cleared to MWPA.
15. The statement of quantity, description and condition of goods has been prepared in good faith. The MWPA gives no warranty for accuracy of these statements.
16. Purchasers may arrange collection of goods only during agreed dates and times.
17. Purchasers must collect items at their own expense and are strictly liable for any damage to the storage facility, or other goods, caused by the removal or loading of any item.
18. If the purchaser fails to comply with these conditions; if payment is not received within the nominated time; or goods are not collected within the agreed period of time, the purchaser shall forfeit any moneys paid, and the MWPA may resell or dispose of the goods at their discretion.
19. These terms and conditions are not to be waived, added to or varied without the written permission of the MWPA Chief Executive Officer.