

# AssetHub Tender Sale

**Under the Instruction of The Agent of A Bank (the “Seller”)**

## 4 sets of Rotary Boring/Drilling Rigs

### Tender Sale Offer Form

#### SUBMITTING IRREVOCABLE OFFERS:

1. OFFERS ARE SUBJECT TO APPROVAL BY THE SELLER. ASSETHUB PTE LTD (“**AssetHub**” or **Agent**) IS ACTING AS AGENT FOR THE SELLER
2. Please submit your irrevocable offer to AssetHub’s office at 80 Changi Road #02-58, Centropod@Changi, Singapore 419715 by **5pm on 2<sup>nd</sup> April 2020** (“**Tender Closing Date**”).
3. Your offered price shall hereinafter be referred to as the “**Tender Price**”. A further 5% Buyer’s Premium (“**BP**”) and 7% GST will be chargeable on the Tender Price.
4. AssetHub will convey your offer to the Seller for approval.
5. Every tender submitted will remain valid for a period of 21 days from the Tender Closing Date or such longer period as may be mutually agreed in writing by the Tenderer (the “**Tenderer**”) and the Seller (the “**Validity Period**”).
6. The tender must be accompanied by a cashier’s order or a crossed cheque issued in favour of “AssetHub Pte Ltd” for a sum equivalent to 10% of the total Tender Price (“the **Deposit**”).
7. All Lots are sold on an “**AS IS WHERE IS**” basis with all faults and errors of description. The Tenderers are deemed to have inspected the Lots, be satisfied with the same and purchase them at their own risks. The Agent or the Seller shall not be responsible for any deficiency or discrepancy in quality, quantity, weight and mis-description or merchantability of the Lots sold to the successful Tenderer.
- 7 All Lots must be removed by the date and time as instructed

**My particulars:**

Name:	
Company Name:	
Address:	
Tel:	
Email:	

I hereby instruct AssetHub to convey the attached irrevocable offers to the Seller on my behalf

Lot #	Qty	Make	Model	Description	Serial No	YOM	Offer Price S\$
1	1	Sany	SR315RC10	Rotary Drilling Rig with 4x17m interlocking Kelly-bar	SR315CBJ07508	2018	
2	1	Sany	SR365R	Rotary Drilling Rig with 530x6x18m friction Kelly-bar and 530x4x18m interlocking Kelly-bar	SR365CBJ03878	2018	
3	1	XCMG	XR360	Rotary Piling Rig with hydraulic cylinder crowd complete with 4x18.7m interlocking Kelly-bar	XUG0360RVHHJ00268	2017	
4	1	XCMG	XR360	Rotary Piling Rig with hydraulic cylinder crowd complete with 4x18.7m interlocking Kelly-bar	XUG0360RKHHJ00718	2017	
<b>Total offer :S\$</b>							

By submitting this offer, I agree to and acknowledge all terms and conditions set forth above and on the following pages as well as any and all terms and conditions applicable to this tender sale.

I further acknowledge that my offer is subject to 5% Buyer's Premium and 7% GST on the Tender Price

\_\_\_\_\_  
Bidder Signature & Company Stamp

\_\_\_\_\_  
Date

## TERMS & CONDITIONS OF SALE

1. All Lots are sold on an “**AS IS WHERE IS**” basis with all faults and errors of description. The Tenderers are deemed to have inspected the Lots, be satisfied with the same and purchase them at their own risks. The Agent and/or the Seller shall not be responsible for any deficiency or discrepancy in quality, quantity, weight and mis-description or merchantability of the Lots sold to the successful Tenderer.
2. All Tenderers are to submit their offer using the prescribed **Tender Sale Offer Form**.
3. The Tender Sale Offer Form must be completed correctly and returned to the Agent, in a sealed envelope on or before **02 April 2020, 5:00pm**. The address is:  
**AssetHub Pte Ltd**  
**80 Changi Road #02-58, Centropod@Changi, Singapore 419715**
4. The Tender Sale Offer Form must be accompanied by a cashier’s order or crossed cheque issued in favour of “**Acutus Advisory Pte Ltd – Clients Account**” for a sum equivalent to **10% of the Total Tender Price (the “Deposit”)**.
5. The Deposit shall be forfeited if the Tenderer withdraws his tender for any reason whatsoever arising any time after the submission of the Tender Sale Offer Form. However, if the Tenderer is unsuccessful, the Deposit shall be refunded without interest or compensation, and the unsuccessful Tenderers shall have no claim whatsoever against the Agent and/or the Seller.
6. Neither the Agent nor the Seller shall be liable for any expenses incurred by the Tenderer in the preparation of the Tender.
7. The Seller may refuse any Tender and shall not be obliged to accept the highest offer received. Neither the Agent nor the Seller shall be obliged to enter into any correspondence with any Tenderer regarding the reasons for non acceptance of the Tender.
8. The Seller reserves the right, unless the Tenderer expressly stipulates to the contrary in writing on his tender form, to accept the whole or any part of the Tender.
9. Neither the Agent nor the Seller shall be obliged to disclose to any third party or other Tenderer, the identity of any Tenderer and the price tender
10. The Seller may in its sole and absolute discretion, instruct the Agent to call upon any Tenderer to submit further tender(s) without prior notice to or prior consent of any other Tenderers.

11. The Seller reserves the right to change the composition of, alter or withdraw any Lot(s) from the sale.
12. The tender offer received by the Agent shall remain valid for a period of **21 calendar days** or such longer period as may be mutually agreed in writing by the Tenderer and the Seller (the “**Validity Period**”).
13. A **Notification of Acceptance** shall be posted to the successful Tenderer(s) at the address as provided in the Tender Sale Offer Form and such posting shall be deemed good service of such notice.
14. The Agent and/or the Seller reserve the right not to inform the unsuccessful tenders on the outcome of the Tender offer.
15. Successful Tenderers must complete the sale by making payment immediately upon receiving the Notification of Acceptance by issuing a cashier’s order or crossed cheque issued as follows:
  - a. outstanding balance of the Tender Price issued in favour of “**Acutus Advisory Pte Ltd – Clients Account**”,
  - b. 5% Buyer’s Premium issued in favour of “**AssetHub Pte Ltd**”, and
  - c. 7% GST payable on the Tender Price issued in favour of “**The Comptroller of Goods and Services Tax**”.
16. Full payment must be made directly to the Agent and AssetHub Pte Ltd, either by **cashier’s order or crossed cheque**. For those payments by cheque, the Lots can only be collected upon clearance of the cheque.
17. Should the successful Tenderer (hereinafter also referred to as the “**Buyer**”) fail to complete the sale **within 7 calendar days from the date of the Notification of Acceptance**, the Deposit will be forfeited and the Seller shall be at liberty (without prejudice to any other remedies that the Seller may have) to resell the Lot(s) or any part thereof remaining unremoved and unpaid for by the Buyer by public or private sale, without giving any notice to the Buyer.
18. Neither the Seller nor Agent will be responsible for any loss or damage to the Lots after the Notification of Acceptance is delivered to the Buyer. The Buyer shall assume the risk of damage or loss to the Lots after the Notification of Acceptance is delivered to him.

19. Subject to full payment, Buyer must collect their Lots immediately or as advised by the Agent. Failing which, the Buyer will be responsible for all storage charges from the date on which the Buyer is required to collect the Lots. The Buyer is to ensure the relevant license(s) / permit(s) from the authority for the transport and ownership of the Lots will be obtained before collecting their Lots.
20. The Buyer is to exercise due care and diligence in removing the Lots and will indemnify the Seller and the Agent in full for all claims, losses, damages, costs and expenses (including legal costs on an indemnity basis) arising from damages to the premises. Neither the Agent nor the Seller shall be responsible for any accident or damage to life or limb, or to the Lot(s) itself, which may occur prior to, or during the progress of the sale, or any time during the removal of the Lot(s) or part thereof.
21. The Agent and the Seller do not make nor give nor have any person in the employment of the Agent or under any authority to make or give any representation of warranty.
22. In any event, neither the Agent nor the Seller shall be responsible for any misrepresentation or warranty or any statement in the catalogues, advertisement or brochures of the sale.
23. The Buyer shall comply and shall ensure that all its servants, Agents and contractors shall comply with all safety and security requirements of all worksites and yards where the Lots are located during site preview and during the removal of the Lot(s).