

# AssetHub Tender Sale

**Under the Instruction of An Agent For A Bank (the "Seller")** 

# Doosan Excavators, Hamm Tandem Rollers and Lowbed Trailers

# **Sealed-Bid 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 5:00pm, 14 December 2023 ("Tender Closing Date").
- 3. Your offered price shall hereinafter be referred to as the "**Tender Price**". A further 5.5% Buyer's Premium ("**Buyer's Premium**") and 8% GST is chargeable on the Tender Price.
- 4. AssetHub will convey your offer to the Seller for approval.
- 5. 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 you regarding the reasons for the non acceptance of a tender.
- 6. Every tender submitted will remain valid for a period of 14 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**").
- 7. The tender must be accompanied by a cashier's order issued in favour of "**DBS BANK LTD**" for a sum equivalent to 10% of the total Tender Price ("the **Deposit").**
- 8. Successful Tenderer must make full payment directly to Agent at the Agent's office within <u>7 calendar days</u> from the date of the Notification of Acceptance, as set out in clause 17 in the attached Terms and Conditions of Sale.
- 9. All items must be removed by the date and time within <u>3 calendar days</u> from the from the date of full payment of the Tender Price.



AssetHub – Sealed-Bid Offer Form

Page 2 of 2

Mv	particul	lars

Name:	
Company Name:	
Address:	
Tel:	
Email:	

I hereby instruct AssetHub Pte Ltd to convey the following irrevocable offers for the assets listed in the table below ("**Items**") to the Seller on my behalf:

Items #	Make	Model	Description	Serial No	YOM	Offer Price S\$
1	Doosan	DX63-3	Hydraulic Mini Excavator	DHKCEAAYLH6001972	2018	
2	Doosan	DX63-3	Hydraulic Mini Excavator	DHKCEAAYEI6002006	2018	
3	Doosan	DX63-3	Hydraulic Mini Excavator	DHKCEAAYSI6002087	2018	
4	Doosan	DX63-3	Hydraulic Mini Excavator	DHKCEAAYSI6002034	2018	
5	Doosan	DX140LCR	Excavator	DHKCEBAITK0006330	2019	
6	Doosan	DX80R	Excavator	DHKCEAAHSH6051151	2017	
7	Doosan	DX225LCA	Excavator	DHKCEBACPK0022524	2019	
8	Doosan	DX225LCA	Excavator	DHKCEBACLK0022712	2019	
9	Hamm	H185/HD + 90VV	Tandem Vibratory Roller	H1851159	2017	
10	Hamm	HD75	Tandam Roller	WD2580K WGH0H187KHAA01661	2018	
11			Tri-Axles Lowbed Trailer	TRD5972C	2018	
12			Tri-Axles Lowbed Trailer	TRD5932T	2018	
				 TOT	 	
	Add 5.5% Buyer's Premium on offered price : S\$					
Add 8% GST on offered price: S\$						
GRAND TOTAL : S\$						

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.

Bidder Signature & Company Stamp	Date



### **TERMS & CONDITIONS OF SALE**

- 1. All Items are sold on an "AS IS WHERE IS" basis with all faults and errors of description. The successful Tenderer(s) are deemed to have inspected the Items, be satisfied with 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 Items sold to the successful Tenderer(s).
- 2. The sale of the Items is subject to all laws and regulations governing the sale of this type of assets in Singapore.
- 3. All Tenderer(s) are to submit their offer using the prescribed **Tender Sale Offer Form**.
- 4. The Tender Sale Offer Form must be completed correctly and returned to the Agent, in a sealed envelope on or before **14 December 2023, 5:00pm.** The address is:

## AssetHub Pte Ltd 80 Changi Road #02-58, Centropod @ Changi, Singapore 419715

- 5. The Tender Sale Offer Form must be accompanied by a cashier's order issued in favour of "DBS BANK LTD" for a sum equivalent to 10% of the Total Tender Price ("Deposit").
- 6. 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 Tenderer shall have no claim whatsoever against the Agent and/or the Seller.
- 7. Neither the Agent nor the Seller shall not be liable for any expenses incurred by the Tenderer in the preparation of the tender.
- 8. 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 the non acceptance of a tender.
- 9. 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.
- 10. 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 tendered.
- 11. 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 Tenderer.
- 12. The Seller reserves the right to change the composition of, alter or withdraw any Items from the sale.
- 13. The tender offer received by the Agent shall remain valid for a period of **14 calendar days** or such longer period as may be mutually agreed in writing by the Tenderer and the Seller ("**Validity Period**").



- 14. A **Notification of Acceptance** shall be handed over to the successful Tenderer(s), emailed or posted to the successful Tenderer(s) at the address as provided in the Tender Sale Offer Form and such handing, emailing and posting shall be deemed good service of such notice.
- 15. The Agent and/or the Seller reserve the right not to inform the unsuccessful Tenderers on the outcome of the tender offer.
- 16. Successful Tenderer(s) must complete the sale by making payment of the outstanding balance of the Tender Price together with 5.5% Buyer's Premium and 8% GST payable on the Tender Price as specified in the Notification of Acceptance immediately upon receiving the Notification of Acceptance.
- 17. Full payment must be made directly to Agent at the Agent's office, by way of cashier's orders or crossed cheque issued as follows:
  - (1) in favour of "**DBS Bank Ltd**" for the outstanding balance of the Tender Price;
  - (2) in favour of "AssetHub Pte Ltd" for the 5.5% Buyer's Premium; and
  - (3) in favour of "Comptroller of Goods & Services Tax" for 8% GST payable on the Tender Price.

For payments by crossed cheque, please be advised that the Items can only be collected upon clearance of the cheque.

- 18. 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 Seller shall be at liberty (without prejudice to any other remedies that the Seller may have) to resell the Item(s) or any part thereof remaining un-removed and unpaid for by the Buyer by public or private sale, without giving any notice to the Buyer.
- 19. Neither the Seller nor Agent will be responsible for any loss or damage to the Items after the Notification of Acceptance is delivered to the Buyer. The Buyer shall assume the risk of damage or loss to Items after the Notification of Acceptance is delivered to him.
- 20. Title to the Item(s) shall remain with the Seller and will not be transferred to the Buyer until full payment of the Tender Price has been received by the Seller / Agent. The Buyer acknowledges that as long as the Tender Price is not received in full by the Seller / Agent, the legal and beneficial title to the Item(s) remains with the Seller and the Seller is fully entitled to take possession of the Item(s) at its sole and absolute discretion.
- 21. Subject to full payment, Buyer must collect their Item(s) within 3 calendar days from the date of full payment or as advised by the Agent. Failing which, the Buyer will be responsible for all storage charges from the 4<sup>th</sup> day the Buyer is required to collect the Items.



- 22. The Buyer is to exercise due care and diligence in removing the Item(s) and will indemnify the Seller (including Bank and Agent appointed by the Bank) 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 Items(s) itself, which may occur prior to, or during the progress of, the sale, or any time during the removal of the Items(s) or part thereof.
- 23. 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.
- 24. 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.
- 25. 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 Items are located during site preview and during the removal of the Items.
- 26. The Seller and the AssetHub Pte Ltd reserve the right to rescind any sale for any reason in which case the buyer's sole remedy shall be the refund of the amount of the purchase price and any Buyer's Premium actually paid. Neither the AssetHub Pte Ltd nor Seller shall be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any bidder or any other person or entity in connection with the auction. Without limiting the foregoing, in no event shall AssetHub Pte Ltd's liability to any bidder for any act or omission occurring in connection with the auction exceed the amount that such bidder has actually paid to AssetHub Pte Ltd as a deposit or as payment for a purchased item.
- 27. The Seller reserves the right to vary, alter or add to the terms and conditions at any time prior to the closing date.