

SALE BY TENDER

A FLEET OF "SCANIA" MODEL P400LA4X2MSZ PRIME MOVERS (6 NOS.)

TENDER DOCUMENT

IMPORTANT TIMELINE

Viewing Date & Time:	30 April 2018 (Monday)
Tender Closing Date & Time:	4 May 2018 (Friday), 4pm
Tender Results Announcement:	Before or on 10 May 2018
Receipt of Balance of Tender Payment:	Before or on 11 May 2018
Check-out / Removal of Assets:	14 & 15 May 2018

Please send your tenders to:-

Sale by Tender – Prime Movers
c/o Robert Khan & Co Pte Ltd
261 Waterloo Street
#04-24 Waterloo Centre
Singapore 180261

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1.0 CONDITIONS OF TENDER

- 1.1 The terms and conditions herein are the only terms & conditions subject to which the Vendor, will sell the items offered in this Tender to the Tenderer and all other conditions, whether express, or implied at common law or by statute as are capable to lawful exclusion are hereby excluded. All goods are sold on "as is where is basis" with all faults and imperfections inherent or otherwise. Catalogue and pictures provided in this catalogue are for Tenderers' reference and guide and shall not be construed as the complete description or condition of such assets.
- 1.2 The Sale Agent shall not be responsible for any Vendor's omission of performance under these conditions of sale.
- 1.3 In addition to the tendered price, the Tenderer shall pay to the Sale Agent a Buyer's Premium @ 5% of the tendered price and Goods & Services Tax @ 7% thereon, if any.
- 1.4 If, for any reason whatsoever, the Vendor fails to deliver an awarded lot, the Vendor's sole liability shall be return of any deposit or money paid on such non-delivered lot & Tenderer shall have no further claim against the Sale Agent, Vendor and/or the liquidator whatsoever.
- 1.5 Every tender shall be submitted in writing on the Tender Form annexed hereto.
- 1.6 A tender may be submitted for all the items listed in the Tender Form en-bloc, and / or for any one or more of the items therein listed on a piecemeal basis.
- 1.7 If a tender is submitted on a piecemeal basis, the tenderer shall state the offer price for each item tendered against the corresponding item listed in the Tender Form in the column therein provided. If the tender is submitted on an en-bloc basis, the tenderer need only state one offer for all the items listed in the Tender Form.
- 1.8 Every tender shall be denominated in Singapore currency and must be accompanied by a cashier's order or draft issued by a bank carrying on business in Singapore or wire transfer with transcript sent to us (please refer to Wire Transfer Information (page 12) for payee's account details) for the sum equal to 30% of the tendered price together with the sum equal to 30% of the said buyer's premium referred to paragraph 1.3 (which two sums shall hereinafter be referred to collectively as "the Deposit"). The said cashier's order or draft or wire transfer shall be made out in favour of **ROBERT KHAN & CO PTE LTD.**
- 1.9 Should the tenderer make two (2) bids, one on an en-bloc basis and the other on a piecemeal basis, the tenderer shall forward together with the

Tender Form the Deposit for the en-bloc tender and the Deposit for the piecemeal tender.

- 1.10 The Tender Form and the said cashier's order or draft shall be enclosed in a sealed envelope marked on the outside thereof "SALE BY TENDER – PRIME MOVERS" and delivered to the following address by **4 pm on 4 May 2018, Friday** ("the Closing Date"):-

Sale by Tender – Prime Movers
c/o Robert Khan & Co Pte Ltd
261 Waterloo Street
#04-24 Waterloo Centre
Singapore 180261

- 1.11 All tenders submitted shall remain valid and open for acceptance by the Vendor for the period from the date of submission until the expiry of three (3) working days (Saturday, Sunday & Public Holidays excluded) after the Closing Date ("the Offer Period"). The Deposit shall be forfeited in full as liquidated damages if the Tenderer withdraws his tender for whatever reason at any time within the Offer Period.
- 1.12 The Vendor shall not be bound to accept the highest or any tender and further reserves the right to reject any or all tenders without assigning any reason therefore. A tender on a piecemeal basis shall constitute a separate offer in relation to each asset for which a price is stated and the Vendor shall further be entitled to accept any one or more of the offers in such tender without having to accept the whole.
- 1.13 Any tender may be accepted by letter posted to the tenderer's address given in the Tender Form. The date of such posting shall be deemed the date of acceptance notwithstanding that the acceptance letter may be lost or returned through the post. The Sale Agent will inform all tenderers of the result of their tenders within three (3) working days (Saturday, Sunday & Public Holidays excluded) after the Closing Date.
- 1.14 The Deposit paid by the successful tenderer shall upon acceptance of the tender constitute part payment of the tendered price. The cashier's order or draft or wire transfer submitted by unsuccessful tenderers shall be returned by registered post or wire transfer (less bank charges) as the case may be, to the unsuccessful tenderers' address / remitting bank account given in the Tender Form and shall be deemed to have been received by the addressees on the day following the date of posting.
- 1.15 Each tender shall be made on the basis that in making the tender, the tenderer does not rely on any warranty or representation made by or on behalf of the Sale Agent, the Vendor, the Liquidator of the Vendor, their servants or agents, but has relied entirely on the tenderer's own enquiries and inspection of all or any of the items listed in the Tender Form.

- 1.16 The Vendor, the Liquidator of the Vendor, their servants or agents, shall not be responsible for any costs or expenses incurred by any tenderer in preparing and submitting the tender.
- 1.17 In consideration of the Vendor agreeing to consider all tenders submitted in accordance with the Conditions of Tender herein contained, the Conditions of Tender shall be binding on the tenderers.
- 1.18 The Vendor need not consider any tender unless made in accordance with the Conditions of Tender, but the Vendor may in its sole and absolute discretion consider or accept any tender, subject to the terms set out in clause 1.12 above.

2.0 THE GENERAL CONDITIONS OF SALE

- 2.1 For the purpose of these General Conditions the "Purchaser" shall mean the successful tenderer or tenderers, and "Assets" shall mean the assets in the Purchasers' tender which are accepted by the Vendor.
- 2.2 The expression "the Sale Agent" shall mean and refer to Robert Khan & Co Pte Ltd.
- 2.3 The Purchaser shall complete the Sale and Purchase of the Assets by paying the balance of the tendered price and the buyer's premium together with all Goods & Services Tax, currently at 7%, payable on the tendered price within five working days of the acceptance of the tenders by the Vendor, by way of a cashier's order or draft issued by a bank carrying on business in Singapore or wire transfer with transcript sent to us and made out in favour of the Sale Agent. The Vendor shall not be required to produce or deliver or procure to be delivered to the Purchaser any document not in the Vendor's possession nor shall the Vendor be liable for any expenses incurred in obtaining the delivery to the Purchaser of any document and no objection shall be made on the ground of such non-production or non-delivery.
- 2.4 Time shall be of essence in the discharge of the Purchaser's obligations herein and in the event that the Purchaser shall fail to complete the Sale and Purchase within the time stipulated in paragraph 2.3 of these General Conditions, the Vendor shall be entitled to treat the Sale and Purchase as repudiated by the Purchaser and shall be entitled to forfeit the Deposit paid by the Purchaser.
- 2.5 The Purchaser shall be deemed to have inspected the Assets prior to the submission of their tender and to be satisfied with the condition of the Assets and shall accept the Assets as and where the Assets shall be at the time of completion of the Sale and Purchase and shall not be entitled to reject or refuse the Assets for any misrepresentation whensoever made or misdescription wheresoever appearing or for any defect or deficiency whatsoever and the Sale Agent, the Vendor, the Liquidator of the Vendor, their servants or agents, their servants or agents shall be free from all

liabilities for such misrepresentation or misdescription or defects or deficiencies howsoever and whensoever arising in the assets.

- 2.6 No warranty condition description or representation on the part of the Sale Agent, the Vendor, the Liquidator of the Vendor, their servants or agents, their servants or agents is given or to be implied as to the state, quality, merchantability or fitness of the Assets for any purpose and any statutory or other warranty condition or description express or implied as to such matters in relation to the Assets is hereby expressly excluded.
- 2.7 The property in the Assets shall not pass to the Purchaser until full payment of the tendered price has been made. However, the Assets shall be at the sole risk of the Purchasers as from the date of acceptance of the Purchaser's tender and the Sale Agent, the Vendor, the Liquidator of the Vendor, their servants or agents, their servants or agents shall not be liable to the Purchaser for any loss or damage to the Assets howsoever occurring thereafter.
- 2.8 The Purchaser shall upon making full payment of the tendered price be given immediate access to such part of the premises at which the Assets are located (hereinafter referred to as "the Premises") for the purpose of dismantling, disconnecting and removing the Assets from the Premises at the Purchaser's own expense, such access to be given between 9.30 a.m. to 4.30 p.m. of each working day (Saturday, Sunday & Public Holidays excluded) upon the terms hereof.
- 2.9 The Purchaser shall exercise due care and diligence in dismantling, disconnecting and removing the Assets from the Premises and shall be liable for all damage caused to the Premises, the building in which the Premises are located, other equipment located at the Premises and the surrounding property.

The Agent reserve the right, to collect a deposit from the buyers against any damages.
- 2.10 The Purchaser, his servants or agents shall observe and abide by any and all rules, regulations and prohibitions imposed from time to time by the Vendor and their Lessor / Landlord regarding the access to and use of the Premises and any of the facilities therein and the Vendor shall in its absolute discretion be entitled to refuse any of the Purchaser's servants or agents entry or access to the Premises without being liable for any delays in the dismantling, disconnecting or removal of the Assets from the Premises.
- 2.11 The Purchaser shall remove from the Premises and properly dispose of all rubbish and waste materials generated by or resulting from their actions and shall properly store at the Purchaser's sole risk all machinery equipment and things used for or in the dismantling, disconnecting and removal of the Assets at such place in the Premises as may be designated by the Vendor.

- 2.12 The Purchaser, their servants or agents shall not execute any work or do any act which would cause the Vendor or other person in occupation of the Premises to be in breach of any lease, mortgage, agreement or covenant made by such lessee or such person with any other person.
- 2.13 The Vendor, the Liquidator of the Vendor, their servants or agents shall not be liable to the Purchaser, their servants or agents in respect of any death, injury, loss or damage incurred or suffered at the Premises howsoever caused.
- 2.14 The Purchaser shall indemnify and keep the Sale Agent, Vendor, the Liquidator of the Vendor, their servants or agents, and the Lessor / Landlord and other persons in occupation of the Premises fully indemnified against any and all demands claims (including any claims under the Workmen's Compensation Act and or under common law) or actions against the Sale Agent, Vendor, the Liquidator of the Vendor, their servants or agents, and Lessor / Landlord or other person and all loss and damage incurred or suffered by the Sale Agent, Vendor, the Liquidator of the Vendor, their servants or agents, or the Lessor / Landlord or other person arising from or caused in any way whatsoever by any act (whether actionable or otherwise) or neglect or breach of duty (whether statutory or otherwise) on the part of the Purchaser or his servants or agents.
- 2.15 Notwithstanding anything to the contrary herein, the Vendor shall be entitled to retain and shall have a lien on the Assets and on all machinery, equipment and item brought in the Premises by the Purchaser, his servants or agents until full payment of the tendered price and any and all other sums due (whether as damages or otherwise) from the Purchaser under the terms hereof prior to the removal of the same.
- 2.16 In the event of any breach of the terms in paragraphs 2.9, 2.10, 2.11, 2.12 and 2.14 hereof, the Vendor shall in addition to its claim for damages in respect thereof be entitled to refuse and deny the Purchaser, his servants or agents access to the Premises and / or to require that the Purchaser remove all or any of the machinery, equipment and item brought into the Premises by the Purchaser, his servants or agents, within two days.
- 2.17 No failure or delay by the Vendor in exercising any right, power or privilege hereunder shall impair such right, power or privilege or be construed as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any other rights and remedies provided by law.
- (a) If the Purchaser shall fail or neglect to comply with any of the Conditions herein the Vendor shall without prejudice to any other remedy whatsoever be at liberty to treat the deposit as forfeited and shall be at liberty with or without notice and withstanding any

pending negotiation, proceeding or litigation to re-sell the lot or lots sold either by public auction, tender or private contract at such time and under such conditions as the Vendor may deem proper. All expenses attending any such resale or attempted resale and any deficiency in price obtained on a resale shall immediately thereafter be made good and paid to the Vendor by the Purchaser and shall be recoverable by the Vendor as liquidated damages, the Purchaser receiving credit for the deposit, and any increase of price on a resale shall belong to the Vendor.

- (b) Further and in addition to the foregoing and without prejudice to any other remedy whatsoever which the Vendor may have if the Purchaser shall fail or neglect to comply with any of the conditions herein after the full purchase price has been paid to the Vendor, the Vendor shall be at liberty after five (5) days written notice and notwithstanding any pending negotiation, proceedings or litigation to resell the lot or lots sold either by public auction, tender or private contract at such time and under such conditions as the Vendor may deem proper and the Vendor shall be at liberty to apply the proceeds of the resale to the recovery of all expenses attending such resale and all claims, expenses and damages whatsoever under the provision hereof including (without prejudice to the generality of the foregoing) all storage charges and all other monies payable to the Vendor.

2.18 The agreement for sale of the lot or lots between the Purchaser and the Vendor and containing the conditions herein shall be binding upon and shall be enforceable by the Purchaser and the Vendor and their respective successors and assigns.

2.19 The Vendor shall have the right to assign its rights and obligations hereunder; and except with the prior written consent of the Vendor, the Purchaser shall have no right to assign or transfer his rights and obligations hereunder.

2.20 Where the context requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing the masculine include the feminine and neuter; and
- (c) where the Purchaser consists of more than one party obligations of that part shall take effect as joint and several obligations.

2.21 The Purchaser shall remove the Asset from the Premises, by **15 May 2018, 5pm.**

2.22 The Tender and any sale arising therefrom shall be governed by the laws of the Republic of Singapore and the parties shall submit to the jurisdiction of the Courts in Singapore in respect of any dispute arising therefrom without prejudice to the right of any party to commence proceedings in any other Court having jurisdiction.

- 2.23 Any notice or correspondence given or served under or pursuant to the Tender or these General Conditions of Sale on the Purchaser may be given or served by leaving it at the address given in the Tender Form or at such other address as may be notified in writing by the Purchaser or by posting it to such address and any such notice or correspondence so left or posted shall be deemed to have been effectively given or served on the day it was left or the day following the day it was posted, as the case may be.
- 2.24 The Purchaser acknowledges and agrees that the Sale Agent, Vendor, the Liquidator of the Vendor, their servants or agents shall not be liable to the Purchaser, his servants or agents for any cause matter or item whatsoever and howsoever arising in respect of the tender and sale of the Assets.

Note:

Whilst all reasonable steps have been taken to ensure the accuracy of the information contained in the Tender Documents, no warranty of its accuracy is given and the Sale Agent, Vendor, the Liquidator of the Vendor, their servants or agents, their servant or agents accept no responsibility for any inaccuracy and / or omission. All necessary investigations required by the tenderers for their purposes shall be made by the tenderers themselves and at their own expense.

Dated this 17th day of April 2018.

SALE BY TENDER

A FLEET OF "SCANIA" MODEL P400LA4X2MSZ PRIME MOVERS (6 NOS.)

TENDER FORM 1

(FOR PIECEMEAL OFFER ONLY)

To: Robert Khan & Co Pte Ltd
261 Waterloo Street
#04-24 Waterloo Centre
Singapore 180261

I / We, the undersigned, hereby offer to purchase the assets as listed on the attached pages A1 to A4 on the terms and conditions of your Conditions of Tender and General Conditions of Sale dated 17th April 2018.

	Bid (S\$)	
Total Piecemeal Offer (pages A1 to A2)		(a)
+ 5% Buyer's Premium		(b)
Sub Total (a) + (b)		(c)
+ 7% Goods & Services Tax on (c)		(d)
TOTAL (c) + (d)		(e)

Deposit Payment

Attached is our Cashier's Order / Bank Draft / Wire Transfer for the sum of S\$ _____ payable to '**ROBERT KHAN & CO PTE LTD**' being 30% deposit of the offer price and buyer's premium (c).

Yours faithfully

Name of Tenderer :
Company :
Address / Registered Office :
Telephone No. :
Fax No. (if any) :
Handphone No. (if any) :
Email Address (if any) :
Date :

SALE BY TENDER

A FLEET OF "SCANIA" MODEL P400LA4X2MSZ PRIME MOVERS (6 NOS.)

TENDER BIDDING FORM

Lot No	Bid (\$)
1	
2	
3	
4	
5	
6	
TOTAL	

SALE BY TENDER

A FLEET OF "SCANIA" MODEL P400LA4X2MSZ PRIME MOVERS (6 NOS.)

TENDER FORM 2

(FOR EN-BLOC OFFER ONLY)

To: Robert Khan & Co Pte Ltd
261 Waterloo Street
#04-24 Waterloo Centre
Singapore 180261

I / We, the undersigned, hereby offer to purchase the assets as listed on the attached pages A1 to A4 on the terms and conditions of your Conditions of Tender and General Conditions of Sale dated 17th April 2018.

	Bid (S\$)	
Total En-bloc Offer		(a)
+ 5% Buyer's Premium		(b)
Sub Total (a) + (b)		(c)
+ 7% Goods & Services Tax on (c)		(d)
TOTAL (c) + (d)		(e)

Deposit Payment

Attached is our Cashier's Order / Bank Draft / Wire Transfer for the sum of S\$ _____ payable to '**ROBERT KHAN & CO PTE LTD**' being 30% deposit of the offer price and buyer's premium (c).

Yours faithfully

Name of Tenderer :
Company :
Address / Registered Office :
Telephone No. :
Fax No. (if any) :
Handphone No. (if any) :
Email Address (if any) :
Date :

WIRE TRANSFER INFORMATION

IMPORTANT

Please indicate 'SALE BY TENDER – UOB', your name and contact details in the wire instructions. All charges of wire transfer (both remitting and recipient banks) are to be borne by yourselves i.e. please select 'ALL LOCAL AND OVERSEAS BANK CHARGES TO BE PAID BY APPLICANT' on your telegraphic transfer form.

Address

**United Overseas Bank Ltd
10 Anson Road
#01-01 International Plaza
Singapore 079903**

Account Name

Robert Khan & Co Pte Ltd

Account Number

201-328-559-6

Swift Code

UOVBSGSG




Branch Code

057




Bank Code

7375

FOR SALE BY TENDER

Lot	Qty		Description	Location	Lot
001	1 no		"SCANIA" P400LA4X2MSZ diesel-operated prime mover, cap. 12,742 cc Reg. No.: XD7989X Reg. Date: 29 October 2013 Year of Make: 2013 Chassis No.: YS2P4X20005331429 Engine No.: 6782433 COE Expiry Date: 28 October 2023	Workshop	001
002	1 no		"SCANIA" P400LA4X2MSZ diesel-operated prime mover, cap. 12,742 cc Reg. No.: XD9503B Reg. Date: 20 August 2014 Year of Make: 2014 Chassis No.: YS2P4X20005356225 Engine No.: 6823929 COE Expiry Date: 19 August 2024	Workshop	002
003	1 no		"SCANIA" P400LA4X2MSZ diesel-operated prime mover, cap. 12,742 cc Reg. No.: XE143K Reg. Date: 02 December 2014 Year of Make: 2014 Chassis No.: YS2P4X20005356178 Engine No.: 6823843 COE Expiry Date: 01 December 2024	Workshop	003

FOR SALE BY TENDER

Lot	Qty		Description	Location	Lot
004	1 no		"SCANIA" P400LA4X2MSZ diesel-operated prime mover, cap. 12,742 cc Reg. No.: XD9509K Reg. Date: 20 August 2014 Year of Make: 2014 Chassis No.: YS2P4X20005356263 Engine No.: 6824036 COE Expiry Date: 19 August 2024	Workshop	004
005	1 no		"SCANIA" P400LA4X2MSZ diesel-operated prime mover, cap. 12,742 cc Reg. No.: XD8030E Reg. Date: 29 October 2013 Year of Make: 2013 Chassis No.: YS2P4X20005331472 Engine No.: 6782477 COE Expiry Date: 28 October 2023	Workshop	005
006	1 no		"SCANIA" P400LA4X2MSZ diesel-operated prime mover, cap. 12,742 cc Reg. No.: XD9613S Reg. Date: 20 August 2014 Year of Make: 2014 Chassis No.: YS2P4X20005356232 Engine No.: 6823978 COE Expiry Date: 19 August 2024	Workshop	006