

Lloyds Auctioneers and Valuers Pty Ltd
t/a Lloyds Asset Services
ACN 109 191 095 ATF Lloyds Auctions Trust
ABN 46 809 877 862

TENDER DOCUMENT

(T069GS)



FOR THE PURCHASE OF
2014 Sandvik MT360 Tunnelling Roadheader Tender

TENDER CLOS
5pm Monday 29th June 2020

- Corporation Park – 69 Manchester Road, Carrara Q 4211
- PO Box 6 Nobby Beach Q 4218
- Ph (07) 5559 1999
- Fax (07) 5559 1900
- www.lloydsassetservices.com.au

INVITATION TO TENDER

1 INVITATION

Tenders are invited by Lloyds Asset Services (the Agent) for purchase by tender of the item attached being the property of the Vendor due to the surplus requirements. All submissions are expressly required to be compliant with conditions set out in this Invitation.

2 CLOSING

TENDERS Close: (QLD Time) on 5pm (AEST) Monday 29th June 2020

Tenders may be received via email or by hand at our premises.

Address – 69 Manchester Road, Carrara, QLD 4211.

Emails – glenn@lloydsauctions.com.au

Tenders must be received by the stated closing time and date and must include a signed copy of the document.

No documents will be returned to the offerors and are assumed property of Lloyds Asset Services or signed via email.

3 DESCRIPTION

2014 Sandvik MT360 Tunnelling Roadheader as described in Appendix B of this document.

4 LOCATION OF ASSETS INSPECTION (“the Items”)

Asset is located in Sydney, NSW.

Inspection is by appointment only. Please call Glenn Screech on 0411 459 927 to arrange inspection.

5 REMOVAL

The asset must be removed from site 10 days from when balance of funds is received into the Lloyds Trust Account.

Terms & Conditions apply,

Removal must be made by and will be the responsibility of the successful tenderer only or his agent. The Vendor or its Agent (Lloyds) will not deal with any third party entity.

The purchaser will be responsible for the uplift of the assets from the site.

As set out previously the Buyer must comply with nominated obligations. The assets will not be available for removal until full payment is made. Access to the site will be given by arrangement with the vendor.

The assets are available airside of a registered Australian airport and as such the purchaser or their agent must comply with CASA and the Australian State and Federal Police requirements for entry to an airside facility. Strict adherence to the vendor and the vendor's agent airside safety requirements is mandatory and agreed to by way of the bidder's application.

The successful Tenderer must comply with all site requirements of the Vendor regarding safe work practices; OH & S requirements both of the Vendor and state and federal statute and regulations.

6 GST STATUS

All prices submitted will be exclusive of the Australian Federal Government GST (GST, if applicable must be sited in accordance with state and federal laws).

7 LOCAL LAW COMPLIANCE (Queensland)

The contract or tender document will be governed by, construed and interpreted in accordance with the laws of Queensland, and in the event of any dispute arising the parties will submit to the courts of the State of Queensland.

8 APPLICATION FORMAT

The tender must be submitted in the format specified in Annexure "A" together with completed pricing on Annexure "A". Tenderers may submit one or more tenders in response to this Invitation.

9 CONDITION OF EQUIPMENT

The Items are available for inspection by the Tenderer(s). The Vendor and its agents make no warranty, representation or guarantee in relation to the Items whatsoever. Neither the Agent (Lloyds) nor the vendor give warranty as to the quality, compliance, suitability or safe condition of the goods. Because the goods are sold "as is and where is," the successful Tenderer shall have no claim in respect of the state or safety of the subject items whatsoever. The Tenderer accepts that the property is sold with all faults or defects (if any) whether apparent or not. Furthermore the Tenderer warrants that the Tenderer has satisfied itself by inspection and investigation, and accordingly has not relied on any statement, representation or warranty made by or on behalf of the Vendor either expressly or impliedly about the Items, the purpose for which the Items can be used, the value of the Items, the fitness of the Items for the purposes the Tenderer wants it, the feasibility or viability and economic return of the existing use or any proposed future use of the Items.

10 PRICES OFFERED

Prices tendered must be submitted in either Australian or US Dollars and exclusive of all charges. Buyers please note that quoted prices must not include GST. If the successful tenderer is liable to pay the Australian Federal Government GST, this amount will be due over and above the Tendered price. The tenderer shall complete each line item in the Schedule of Prices against which a price is offered and lodge Annexure "A".

11 POST OFFER NEGOTIATIONS

Lloyds Asset Services as Agent for the Vendor reserves the right to have post offer negotiations with one or more tenderers.

12 METHOD OF ACCEPTANCE OF TENDER

The highest tender may not necessarily be accepted. No tender will be deemed to be accepted until advice in writing of acceptance has been given to the tenderer by Lloyds Asset Services with written consent from the Vendor to accept a Tender offer directed to Lloyds Asset Services. Notice of acceptance shall constitute a binding contract between the Vendor and the successful tenderer ("the Buyer"). In the event that the Vendor accepts no tender offer, the Vendor then reserves the right to dispose of the items in any other way or process it sees fit.

13 PAYMENT

Upon written acceptance of the successful tender offer the successful tenderer (buyer) must make a 10% deposit within 24 hours. The remainder of payment must be made within 7 days after tender acceptance to the below listed trust account. By Bank Cheque or EFT (see below). Full payment must be received by Lloyds prior to removal from site.

METHOD OF PAYMENT

BANK CHEQUE OR DIRECT CLEARED FUNDS TRANSFER ONLY

Lloyds Auctioneers & Valuers

Account Details for EFT:

	Commonwealth Bank Of Australia (CBA)
Swift Code	CTBAAU2S
BSB	064-486
A/C	1054 0261
Reference:	T069GS

14 CONTRACTORS & SUB CONTRACTORS

The contractor must have prior approval from Lloyds before attending to uplift assets. Lloyds reserves the right to refuse entry to any removal contractor that the Vendor deems unsuitable for whatever reason or not appropriately qualified or insured.

15 INDEMNITY AND RELEASE

The Buyer shall indemnify the Agents & Vendor against any action, claim or demand brought as a consequence of damage to or loss of property, injury or death of any person, and costs incurred in defending such actions as a consequence of the successful tenderer removing or attempting to remove the goods.

The Buyer shall not be entitled to make any claim for compensation or damages or seek a reduction in the Purchase price, make any objection, or be discharged from the purchase or terminate the agreement to purchase because any error, misstatement or omission in the description of the Item.

16 HAZARD REPORT

Hazard reports will be not be applicable to this Tender.

Successful purchasers will need to sign an acknowledgement of the non-compliance of all assets offered in this document prior to settlement.

Annexure "A"

Page 1 of 2

Must be returned with a copy of the Tender Document

T069GS –2014 Sandvik MT360 Tunnelling Roadheader as described in Appendix B of this document

Acceptance of Terms & Conditions

I the undersigned hereby accept all of the terms and conditions set out in the attached document (Clauses 1 to 16). I, or my authorized agent, have inspected the asset and am aware that the listed description may vary from the list supplied in this document. **I have inspected the item and completed my own inventory.**

Name (Print): _____

Signed: _____

Offer

I the undersigned hereby offer for the assets as listed in Annexure B as described in the attached schedule (Annexure "B"). The assets have been inspected and inventory was completed by us as potential tenderers.

- | | | |
|---|--------------------|-------------------------------------|
| A. Offer for Asset as described in Appendix B | \$ _____ (Ex GST) | <input type="checkbox"/> AUD |
| B. Plus Buyers Premium 7.5% | \$ _____ (Ex GST) | |
| C. Subtotal (A + B) | \$ _____ (Ex GST) | |
| D. <i>Plus</i> GST (10% of Subtotal - C) (if applicable) | \$ _____ | |
| E. Total Offer (C + D) | \$ _____ (GST Inc) | <input type="checkbox"/> AUD |

Name (Print) _____

Signed _____

Witness (Print) _____

Signed _____

Date _____

Details of Tenderer

Name of Authorised Representative (Print): _____

Position of Signatory: _____

Company: _____

A.B.N.: _____

A.C.N.: _____

Address: _____

City: _____ Post Code _____

State: _____ Country _____

Phone: _____

Email: _____

Facsimile: _____

Annexure "B"

2014 Sandvik MT360 Tunneling Roadheader Machine

Year: 2014
Make: Sandvik
Model: MT360
Hours: 4,300
SN: 289
Weight: 57000 kg
Dimension (L-W-H): 10400 x 3500 x 2600 mm
Cutting Height (max): 5050 mm
Cutting Height (min): 3000 mm
Cutting Width: 4500 to 7600 mm
Cutter Motor Power: 200 kW
Ground Pressure: 0.15 MPa
Loading Capacity: 300 m³/h
Max. Tram Speed: 8.8 m/min
Installed Power: 342 kW