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TENDER DOCUMENT

Under Instructions from

SSF New Zealand LTD

All submissions to mike@number8solutions.co.nz

Offers Close Thursday the 2nd of August 2018 at 5pm.

Company Name: _____ ("the Purchaser")

Address: _____
_____ P/code _____

GST # (if applicable): _____

Authorised Company Officer: _____

Signature: _____

Phone No: _____

Fax No: _____

Mobile: _____

Email: _____

Date of Offer: _____

Terms: 10% deposit payable in clear funds within 24 hours of acceptance.

Balance: Payable with 7 days after deposit accepted.

All Enquiries to

Mike Edmonds - +64 21 274 4861 – mike@number8solutions.co.nz

TENDER APPLICATION

- (A) The party whose details appear in the attached Schedule hereby submits its offer to purchase the assets indicated by the Tenderer in the Offer Schedule of this Tender Application.
- (B) The tenderer acknowledges and agrees that:
- (i) the successful Tenderer must pay a Buyer's Premium equivalent to 7.5% + GST of the Offer Price which will be retained by number 8 solutions as agent for the Vendor;
 - (ii) this Tender Application forms an irrevocable offer to purchase from the Vendors each Parcel and/or Lot as indicated by the Tenderer in the Offer Schedule;
 - (iii) the Vendors may sell or withdraw from sale all or part of the Equipment at any time prior to the Closing Date and any Tenderer or proposed Tenderer will have no claim against the Vendor or its Agent by reason of the sale or withdrawal of all or part of the assets on or prior to the Closing Date.
 - (iv) the Vendor is under no obligation to accept any Tender. In the event of a Tender not being accepted, the Vendors reserve the right to negotiate with one or more of the Tenderers to the exclusion of other Tenderers. A Tender may only be withdrawn with the consent of the Vendors; and
 - (v) it will abide by the Terms and Conditions of Sale as outlined in the Annexure.

Dated this _____ day of _____ 2018.

EXECUTED BY THE TENDERER in accordance with its Constitution in the presence of:

Signature of Director/Secretary

Name of Director/Secretary – please print

OFFER SCHEDULE

Lot 1 – 2014 Harshad Engineering Jumbo 90 / Zhanqiu Yulong Machine Co. Briquette Fire Log Manufacturing Line

Specifications:

- Approx. 5-Ton per Day Output
- Mulching Unit
- Rotary Kiln & Fire Box – Drying Capacity Up to 3-Ton/Hour (Depending on Moisture Content of Material)
- Hydronix Hydro-Probe HP04 Moisture Detector
- Conveyor Lines
- Press – Approx. 1 Ton/Hour Capacity
- Cooling Line
- Electrical Motors & Controllers
- Dismantled and Ready For Collection from Rotorua

A	Offer Price	\$
B	7.5 % Buyers Premium	\$
C	Total of Rows A & B	\$
D	Plus GST 15% of Row C	\$
E	Rows C plus D = Total Amount Offered	\$



























Lot 2 – “Barkette” Bark Fire Log Production Process & Formula Intellectual Property

Specifications:		
<ul style="list-style-type: none"> Intellectual Property of the production processes to produce bark fire logs. Information on plant operation, moisture content, manufacturing formulas etc. “Barkette” Brand Name Scion Research Reports – Product Testing, Ash Content Testing, Briquette Market Research, Raw Material Locations & Availability & More 		
A	Offer Price	\$
B	7.5 % Buyers Premium	\$
C	Total of Rows A & B	\$
D	Plus GST 15% of Row C	\$
E	Rows C plus D = Total Amount Offered	\$





TENDER SALE

Tenders are invited by our Vendor for the purchase of the Assets set out in the Offer Schedule above.

Please note the following important information.

1 TENDER DEADLINE

All tenders must be received by 5:00pm NZT on Thursday 2nd of August 2018.

2 TENDER SUBMISSION

To submit a complying tender you are required to send a completed tender application, including the Offer Schedule (only lots that you are interested in required), executed by the tenderer where indicated.

You are required to send the documents to number 8 solutions at the following address:

Attention: Mike Edmonds
Email: mike@number8solutions.co.nz

Tenders may be lodged by email, provided that the tender application is correctly completed and signed and deposits have been paid.

3 OFFERS

Full details of the Assets for sale are set out in the Offer Schedule above.

Complete the Offer Schedule by indicating the item for which you wish to make an offer by stating the offer price, buyer's premium and GST.

All transactions are in NZ dollars (NZD) and GST (15%) will be added.

4 BUYER'S PREMIUM

A buyer's premium of 7.5% (GST exclusive) must be added to your offer price.

5 NEW ZEALAND GST & GST REFUND FOR EXPORT/INTERNATIONAL BUYERS

New Zealand GST at 15% must be added to your offer price and buyer's premium.

If you intend to export the items, please notify us and provide us with a Bill of Lading or Waybill and we will be able to provide a GST refund on the tender amount (excluding Buyer's Premium) of your invoice – see point 16 of the Annexure for additional details.

6 TERMS AND CONDITIONS

A full list of terms and conditions applicable to the tender and the sale of the Assets are contained in the Annexure.

7 ASSET LOCATIONS

Items are located at [6 Wīkaraka Street, Ngongotaha, Rotorua, New Zealand](#).

8 INSPECTIONS

Inspections are available by appointment only with the Project Manager: Mike Edmonds (Details above).

Important note regarding inspections – Any party wanting to inspect these assets may require an onsite induction. Please be prepared to allow an extra 1.5 to 2 hours to account for this induction.

9 DEPOSIT & PAYMENT

A 10% deposit of your total purchase amount is payable in clear funds within 24 hours of acceptance with the balance payable within 7 working days.

Our account for direct electronic transfer of funds is "number 8 solutions Ltd Trust Account" Please provide your company name and "Tender 41" as a reference.

number 8 solutions Ltd Trust Account
Account No: 12-3484-0019712-50

10 COLLECTION OF ASSETS

Purchaser must remove all assets from the above address by 4pm Friday the 17th of August 2018.

ANNEXURE

TENDER TERMS AND CONDITIONS

For the purposes of the terms and conditions of this tender, all references to: (a) **"Vendor"** shall mean SSF New Zealand Limited; (b) **"Assets"** shall mean any Assets of the Vendor offered for sale or purchase pursuant to the tender (being the assets as set out in the Offer Schedule; (c) **"Agent"** shall mean number 8 solutions Limited; and (d) **"Purchaser"** means each and any party who submits a tender to purchase any Asset whether or not any such tender is accepted by the Vendor.

- 1 The Purchaser acknowledges that they have made an inspection of the Assets and has satisfied themselves as to condition. No warranty, guarantee, undertaking or representation is offered by the Vendor as to the quality, condition, state or fitness for any particular purpose of any of the Assets or to any matter that may affect future usage. All Assets are offered on an "as is, where is" basis. While every effort has been made to ensure the accuracy of the descriptions, the Vendor and their Agent cannot warrant they are correct.

The Purchaser also acknowledges that the Vendor and the Agent make no representations and gives no warranties or covenants (express or implied) whatsoever regarding the Assets, the Vendor's title to the Assets or the accuracy of any matter of fact in Asset list or these tender terms and conditions or any statement by any person, or agent or any manager or employee or other representative of the Agent or the Vendor. The Vendors Agent, shall not be liable for any representations given by it or any other person or in any other manner whatsoever in connection with or arising out of these tender terms and conditions. Accordingly, all express or implied warranties, representations and covenants are excluded from these conditions on the part of the Vendor and the Agent to the maximum extent permitted by law. It is up to the Purchaser to satisfy itself as to the Vendor's ability to pass ownership or title in the Assets to the Purchaser. The Vendor or the Agent shall not be liable to the Purchaser if ownership or title to any Assets is not passed to the Purchaser on settlement The Purchaser assumes the risk that the Purchaser's belief about any material fact or issue may be mistaken.

No covenant or warranty is given by the Vendor or the Agent in any transfer of the Assets to the Purchaser except that from the date of the tender the Vendor has not knowingly encumbered the Assets or any part of the Assets.

- 2 No Asset shall be sold or deemed to be sold by brochure descriptions and/or tender document description or by any other description.

No error, omission, misstatement or misdescription of the Assets, whether in these tender terms and conditions, any brochure description, catalogue or Asset list or in any advertisement of the sale shall annul the sale or entitle the Purchaser to compensation nor will the Purchaser be allowed to rescind the agreement constituted by the tender subject to these tender terms and conditions on the ground of any mistake in the description of the Assets or title to the Assets as aforesaid.

- 3 The successful Purchaser will be advised within 3 working days of the Vendor's acceptance of their irrevocable tender offer, at which time a 10% non-refundable deposit will be required and acknowledges that the deposit will be held by the Vendor's agent as stake holder pending completion.

- 4 The successful Purchaser will be required to make settlement of the balance of the agreed purchase price by bank cheque or bank transfer in cleared funds within 7 days of acceptance of their tender offer, at which time all risk in the assets shall pass to the Purchasers. Until the full payment has been received and cleared, all title and property in the subject Assets will not pass to the Purchaser.

- 5 The Vendor reserves the right to withdraw any Asset or undertake any sale of any Asset to any person without notice prior to the close of tender.

- 6 If the successful Purchaser fails to comply with these terms and conditions, the Vendor or their Agent shall retain the deposit and/or any other monies paid and the right to resell the Assets in any manner and upon such terms and conditions that they may think fit.
- 7 All losses and expenses incurred by the Vendor and their Agent resulting from any resale pursuant to Clause 6 hereof and all damages which the Vendor and their Agent may sustain hereby shall be recoverable from the successful Purchasers as liquidated damages and the Vendor and their Agent shall not be obliged to give notice of such resale.
- 8 The tender process and each and any contract for sale entered into pursuant to these tender terms and conditions are subject to the laws of New Zealand.
- 9 The highest or any tender will not necessarily be accepted by the Vendor.
- 10 It remains at all times the responsibility of the Purchaser to remove the Assets purchased under the terms & conditions of this tender at the purchasers cost.
- 11 The Purchaser hereby indemnifies the Vendor and their Agents from all claims or proceedings which may be brought against the Vendor or their Agents which in any way arise out of or are connected with the collection of the Assets from the premises including without limitation, any claims by the owners of the properties in connection with any damage suffered or caused to the premises.
- 12 All warranties, conditions, liabilities or representations in relation to the quality, state or fitness of the Assets (other than any being or giving rise to non-excludable rights under any laws of New Zealand which might, but for this clause, be implied by law or otherwise) are hereby expressly negated and excluded.
- 13 The Purchaser acknowledges that they have received all Assets upon the Purchaser taking delivery of the Assets from the Vendor.
- 14 The Agent shall supply a tax invoice in respect of the sale of the Assets that complies with the Goods and Services Tax Act 1985. A Goods and Services Tax (GST) of 15% is payable (Exclusive of the Offer Price) and in addition a buyer's premium of 7.50% (GST Exclusive) will be added to the offer price and retained by the Agent.
- 15 Whilst every effort has been made to provide accurate advice regarding the application and effects of the GST, the Vendor and their Agent cannot warrant this advice is correct. The Purchaser acknowledges that they have received independent advice regarding the GST and its effects.
- 16 All international buyers or those intending on exporting are liable to pay New Zealand GST (15%) upon being issued with a number 8 solutions commercial invoice. Please note the GST component on the goods only, is subject to a refund if conditions as specified by the New Zealand Inland Revenue Department have been complied with in relation to the export of goods. A copy of the shipping documents must also be made available to number 8 solutions.

Removal Conditions

- 17 The Purchaser shall, provided that the purchase price has been fully satisfied in accordance with clause 4 above, make their own arrangements for the collection of the Assets from its present location, unless advised to the contrary by the Vendor or their Agent in writing. Collection dates are yet to be finalized, however we expect collections will be able to commence from mid-June 2018. Final dates will be passed on to any buyers as soon as they are confirmed. Any Assets not removed by the agreed collection deadline will be deemed abandoned, sold or face a \$250 per day / per lot late collection fee at the sole discretion of the Vendors Agent. If costs to remove and resell the Assets exceed the amount recovered after resale, then the Purchaser agrees to pay the difference, to the Vendor or its Agent within 10 working days of being issued with an invoice. Buyers may also be required to attend an onsite induction prior to be given access to the site to remove you assets.
- 18 The purchased Assets can only be removed between the hours of 9:00am and 3:00pm on weekdays, excluding public holidays and weekends unless otherwise arranged with the Vendors Agent.

- 19 All costs associated with the removal of the Assets and subsequent making good of any damage caused by the purchaser or their contractor to the building structural premises or surrounding equipment during the removal of Assets, are the Purchaser's total responsibility. It is a condition of this tender that the Purchaser must use all care and skill to remove the Assets without causing any damage to the surrounding buildings, structures and equipment, as the Vendor or their Agent will not be held responsible for damages sustained to any equipment.
- 20 Persons entering the site will be required to conform to site safety and environmental regulations as stipulated by the Vendor or their Agents, which details Purchasers responsibilities and site conduct regarding inspections and removal of Assets. All contractors will be required to sign in and out every day and report to the site manager.
- 21 The Purchaser will be required to provide number 8 solutions or its nominated Agents with details in respect of personnel (contract personnel) to be used in the dismantling and/or removal of items. Number 8 solutions or its nominated Agents reserves the right to refuse entry to or stop all contractors from removal work or decommissioning if deemed to be unsafe or does not meet specified conditions in the contractor's agreement, failure to comply may result in ejection from the site. Stopped work will not be allowed to resume until it can be demonstrated that it can be completed safely. Any costs incurred to meet safety standards are the responsibility of the contractor / Purchaser.
- 22 Persons entering the premises do so at their own risk. Persons dismantling, decommissioning or removing equipment will be required to have current Public Liability and Workers Compensation Insurance Cover to the value of at least \$1,000,000 as the Vendor or their Agent will accept no liability whatsoever for any personal injury or damage caused (to the property structure) during dismantling or removal of such Assets. If requested the contractor will need to provide a copy of their current Public Liability insurance certificate.
- 23 The Purchaser shall enforce safe work practices on its employees, agents and contractors at all times and shall also ensure compliance with the provisions of all Acts of Parliament, Regulations and by-laws relating to the site, occupation health and safety or any way affecting the dismantling, removal and/or transportation of the items.
- 24 The Purchaser shall ensure that the site is kept clean and in a tidy condition and shall remove all rubbish it, its employees, Agents and contractors accumulate during the course of their activities on site on behalf of the Purchaser. If the Purchaser fails to comply with obligations imposed on it by this clause then after giving notice of intention in writing the Vendor or their Agent may arrange for any cleaning required to be carried out at the Purchaser's expense and the cost will become a debt owed by the Purchaser to the Vendor or their Agent. The Purchaser upon receiving an invoice from the Vendor or its Agent agrees to pay such costs within 10 working days of the invoice issue date.
- 25 All plant, tools and equipment used by the Purchaser, its employees or contractors on or around the sites shall be selected and maintained in a fully serviced and safe condition. All equipment being used must be certified to meet current regulatory standards.
- 26 The Purchaser shall remove the Assets purchased in such a way as to ensure no inconvenience is caused to the Vendor or their Agents and that all doorways, roads and site access are kept free of blockage and obstruction at all times. All vehicles may be checked upon leaving the site each day.
- 27 Alcohol, drugs and other substances are strictly prohibited on site. The Purchaser, his employees, agents and contractors must present themselves in a state free from the effects of and/or abuse of any substance.

Environmental Management

- 28 The Purchaser shall ensure that all work carried out on their behalf in respect of the removal of the items is carried out strictly in accordance with the environmental policies of the Vendor or its Agents and with all relevant acts, regulations, by-laws.

- 29 The Purchaser shall accept full responsibility for the safe removal and the containment of any contaminants and pollutants which may be associated with any Assets purchased by it, or with any container, vehicle or plant and equipment of the Purchaser or any contract personnel working on its behalf. Such contaminants and pollutants include but are not limited to hydraulic oil, motor oil, greases, solvent, acids, garbage, dust particles and other materials. The Purchaser must transport these to an approved site or as directed by the Vendor or its Agent. Any spillage of any contaminants or pollutants shall be cleaned up to the satisfaction of the Vendor or its Agent and at the cost of the Purchaser. Any residue rubbish, bolts, materials, liquids, chemicals that remain as a result of removing your assets must be completely removed by you from the site, or in the case of protruding bolts or steel, either ground down to floor level or as specified by number 8 solutions. The Purchaser agrees to ensure that any Party contracted by them to remove assets will have safety equipment which complies with all required NZ laws to handle and manage contaminants, so to protect each individual's health and safety. The Purchaser accepts all responsibility for the health and safety of its contractors and containment of all chemical and material contaminants during the removal of assets.
- 30 The Purchaser shall not permit its employees, agents and contractors without the approval of the Vendor or its Agent to: start fires of any type; dig or cut any excavations; drive vehicles in an unsafe manner; dispose of solid, dust and liquid waste in other than prescribed or approved areas.
- 31 The tenderer warrants that it is engaged in trade and is purchasing the assets for the purpose of its business, professional or commercial activity.

Limitation of Liability

- 33 The Purchaser acknowledges and agrees that the Vendor, Agents, or their directors shall not incur or undertake any personal liability of any nature whatsoever to the Purchaser or any other party associated with the Purchaser in connection with these tender terms and conditions, the Assets, or this tender.
- 34 Without limiting any warranties or representation given by the Vendor or their Agents, the parties do not provide any warranty or representation as to any matter or thing.
- 35 The Purchaser agrees and warrants that it will not commence or permit to be commenced in its name, or continue any proceeding against the Agent (in their personal capacity), of any nature whatsoever or in any way related to the sale of the Assets or anything under this tender terms and conditions.
- 36 The Purchaser releases the Agents & the Vendor from all claims it may have, or claim to have, or but for this release might have had against them connected with or arising out of these tender terms and conditions or otherwise in relation to the sale of the Assets.
- 37 If, notwithstanding the provisions of the clauses above, a court of competent jurisdiction holds the Agents or the Vendor personally liable in respect of any matters arising under or incidental to this tender terms and conditions or otherwise in relation to the sale of the Assets, such liability will be limited to NZ\$5,000.00 in aggregate but will terminate in any event twelve months after the date of this tender terms and conditions.
- 38 For the purposes of the Contracts (Privity) Act 1982, the provisions of this tender terms and conditions are intended to confer benefits upon the Vendor and to be enforceable by the Vendor against the Purchaser directly.
- 39 The Vendor of these goods are selling them in trade as a supplier (within the meaning of the consumer guarantees act 1993).