



TENDER DOCUMENT

V1.01

Under instructions from BHP

Tender closes Thursday 30th May 2019 at 4:00pm (AWST)

Contact: Matthew Kalinski +61 (0) 418 488 011 or matt@auctions.com.au

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Under instructions from **BHP**, offers are invited for the purchase and removal of a Plasser Unimat 4S Tamper and Trackmobile 4200 from Port Hedland, Western Australia.

Please ensure you have read the limiting conditions of this tender document. Submission of tenders will be considered as acceptance of these conditions.

Please direct all enquires to Matthew Kalinski +61 (0) 418 488 011 or matt@auctions.com.au

2 TENDER DETAILS

2.1 TENDER CONDITIONS

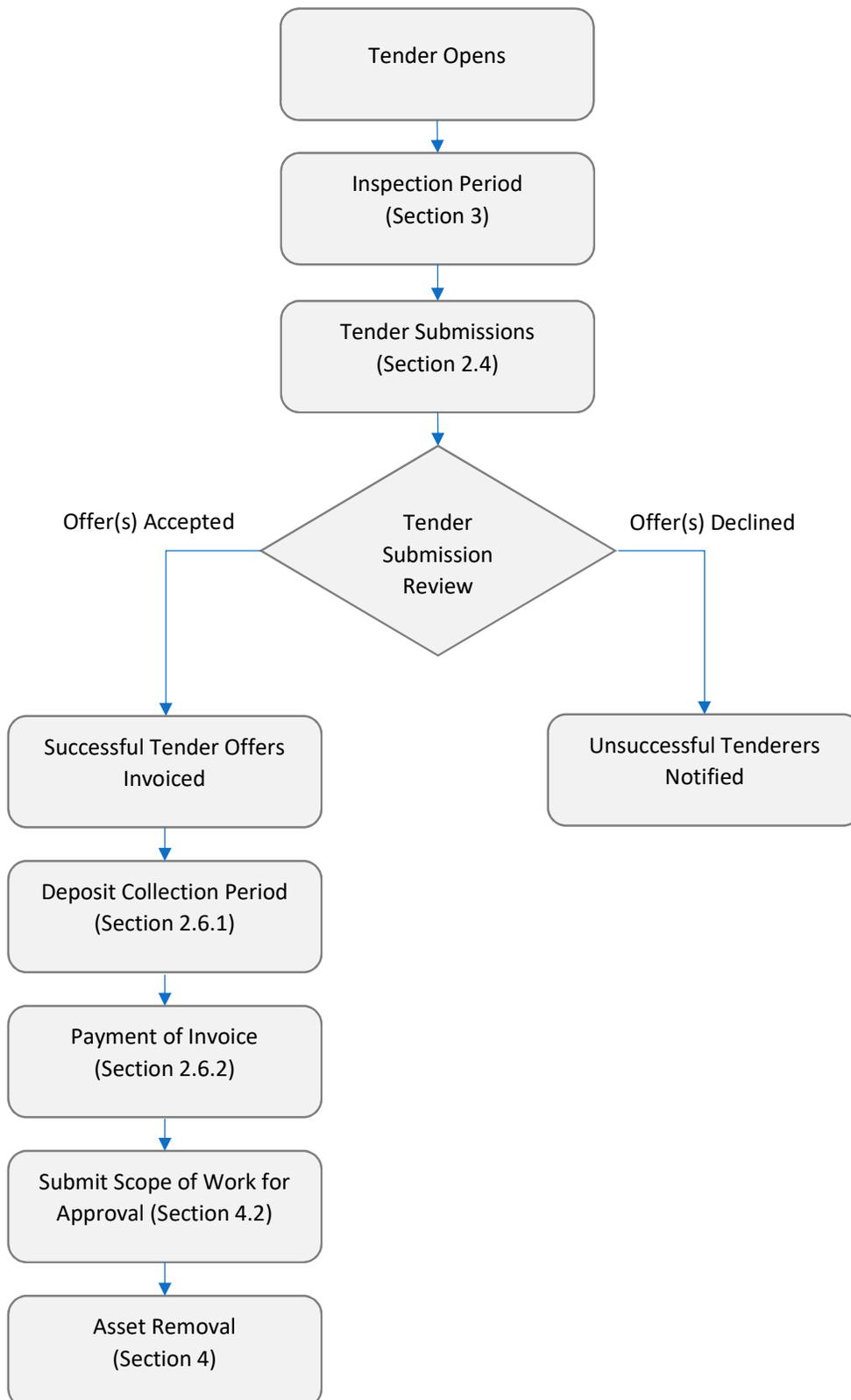
Ross's Auctioneers and Valuers expressly disclaim all implied consumer guarantees to the fullest extent permitted by law.

While we have endeavoured to provide correct asset details, any descriptions and photographs of the Asset are deemed to be a guide only. The asset is used and is sold in "As is, Where is" condition.

By submitting an offer you agree that:

- You have been given sufficient opportunity to inspect the asset to which your tender bid relates, and that such inspection was sufficient to satisfy all your inquiries as to the quality and fitness for the purpose to which you intend to use the Asset(s);
- Your offers for purchase are made based on your inspection and assessment of each Asset; and
- If you do not inspect and assess the Asset(s), your offer for purchase will be deemed to have been made on the basis that you are aware of the quality of the Asset to that extent that such quality would have been evident had you inspected the Asset.

2.2 TENDER PROCESS FLOW



2.3 TENDER DATE SCHEDULE

Tender Submission Deadline: All tender offers must be received no later than **4pm Friday 30th of May 2019 (AWST)**

Inspection Period: Asset inspection will be strictly by appointment.

Tender Decision: A formal tender response by BHP should be made within ten (10) business days of tender close, estimated on **Thursday 13th of June 2019** (Section 2.5).

Tender Deposit: A minimum deposit of ten percent (10%) up to a maximum of \$100,000.00 will be required from successful tenderers no later than five (5) business days after successful tender notification(Section 2.4).

Full Payment: Full payment will be required no later than fifteen (15) business days from successful tender notification.

Asset Removal: All successful tenderers must remove their Asset(s), per the asset removal schedule (Section 4)

2.4 LODGEMENT OF TENDERS

In order to successfully lodge a tender you **must comply** with the following:

- (i) Lodge the tender prior to the closing date of **4pm Friday 30th of May, 2019 (AWST)**;
- (ii) Lodge the tender using approved methods outlined in section 2.4.1/2.4.2; and
- (iii) Complete a Capability Statement (Section 4.1).

All offers are to be made in Australian Dollars, exclusive of GST. All tender offers will be subject to 5% Buyers Premium and GST.

Note: GST Exempt Purchases are required to comply with all Australian Tax legislation including submission of proof of export.

For example, an offer of \$1,000,000 AUD will become:

\$1,000,000 + \$50,000 (5% Buyers Premium) + \$105,000 (10% GST) = \$1,155,000 AUD

Important: Please ensure you clearly state any special conditions on your tender bids; for example "Only want Lot 2 if successful on Lot 1". Special conditions must be clearly stated in the Comments/Special Conditions parts of the tender submission document or electronic portal.

2.4.1 Electronic Lodgement

Tenders can be submitted electronically via the Ross's Auctioneers & Valuers website

<http://www.auctions.com.au/tenders>

Please note: Only Premium Members of the Ross's Auctioneers & Valuers website can use this tender submission method.

If you are not a Premium Member, visit <https://www.auctions.com.au/register> to become a Premium Member - no fees apply.

Upon receiving a successful online tender bid, a system generated confirmation email will be sent to your registered member email account. If you do not receive the confirmation email or need help lodging your tender bid through the online portal, please contact Matthew Kalinski +61 (0) 418 488 011 or matt@auctions.com.au

2.4.2 Written Lodgement

Written tender offers are accepted. Written lodgement tenders must use the tender submission document provided (see Annexure A) for your submission to be considered.

Completed tender documents must be returned to:

Attn: Matthew Kalinski
Ross's Auctioneers & Valuers
453 Orrong Road,
Welshpool, Western Australia 6106

or scanned and emailed to matt@auctions.com.au

Upon receiving a successful written lodgement, Ross's Auctioneers & Valuers will advise via email or a phone call.

2.5 TENDER ACCEPTANCE

BHP anticipate that the final decision on successful tender submissions will be made within ten (10) business days of the tender close date. This is estimated to be on or before Thursday 16th of May 2019.

Acceptance of any offer will be communicated in writing (by email, fax or letter) and will be deemed to have been communicated to the successful purchaser immediately (in the case of an email or fax where no notice of transmission error has been received by the sender) or by close of business on the day following mailing (in the case of a letter).

Date of such deemed communication will be the "Agreement Date".

Upon the Agreement Date, a binding contract of sale will arise as between The Vendor and the successful purchaser effective on the Agreement Date, the terms and conditions of which are those set out in the Conditions of Tender (Section 2.1).

A Tax invoice will be generated once acceptance has been communicated.

All unsuccessful tenderers will be notified by email.

2.6 TENDER PAYMENTS

2.6.1 Tender Deposit

If your tender bid is successful, you are required to pay a ten percent (10%) deposit up to a maximum of \$100,000 AUD within five (5) business days of being notified in order to secure your tender bid.

This deposit must be paid via Electronic Funds Transfer into the following Trust account:

Ross's Auctioneers & Valuers Trust Account

Bank: Commonwealth Bank of Australia

BSB Number: 066 000

Account Number: 11832725

Please advise of the payment name when making the deposit. Please ensure you have recorded the transaction ID for verification.

If the successful purchaser fails to comply with the Conditions of Tender, The Vendor reserves the right to retain the deposit and/or any other monies paid and the right to resell the Asset in any manner and upon such terms and conditions they may see fit.

2.6.2 Tender Invoice Payment

Full payment of the Tax Invoice is required within fifteen (15) business days of tender acceptance. Payments are to be made via Electronic Funds Transfer (EFT) into the following Trust account.

Ross's Auctioneers & Valuers Trust Account

Bank: Commonwealth Bank of Australia

BSB Number: 066 000

Account Number: 11832725

Deposit Reference: Please use the Tax Invoice ID which was supplied by Ross's

Please ensure you have recorded the transaction ID for verification.

3 EQUIPMENT INSPECTIONS

Equipment inspection will be permitted on site in Port Hedland Western Australia. Inspection is strictly by appointment and full disclosure of asset location will be provided upon registration.

3.1 INSPECTION REGISTRATION

All persons wishing to carry out inspection of the assets are required to complete a registration form and email it to matt@auctions.com.au and return at least 48hrs prior to the scheduled inspection. The form can be found in Annexure B. Failure to submit a registration form by the specified deadline may result in refusal of site access.

3.2 TRAVELLING TO SITE

Inspection attendees are required to make their own travel arrangements to Port Hedland for the allocated appointment time.

Please note, under no circumstance will private or external vehicles be granted site access.

Both Qantas Airways and Virgin Australia operate daily flights to Port Hedland Airport. Please refer to their respective websites for flight schedules and costs.

3.3 SITE ACCOMMODATION

You will be required to make your own accommodation arrangements in Port Hedland if required.

3.4 PPE REQUIREMENTS

As you will be travelling to an active mine site, you must adhere to strict PPE Requirements. You must supply and wear the following PPE equipment at all times:

- (1) Long sleeve high visibility shirt
- (2) Long trousers
- (3) ANSI approved eye protection
- (4) Safety-toed boots (over ankle), lace up only

Failure to bring the requisite PPE equipment may result in denied access to inspection area.

3.5 SITE INDUCTIONS

Site specific inductions will not be required. All attendees will undertake an initial safety brief every morning prior to travelling to site.

3.6 SITE CONDUCT

As you will be visiting an active mine site, you are required to comply with all site conduct requirements. For comprehensive site conduct details please refer to.

Site conduct summary:

- All site visitors must be accompanied by a BHP representative at all times.
- PPE must be worn at all times
- You must stay within the designated inspection areas at all times
- You may not enter within the footprint of the machine
- No equipment can be operated during inspections

3.7 OCCUPATIONAL SAFETY AND HEALTH OBLIGATIONS

Legislation of Western Australia imposes obligations, such as providing and maintaining a safe work environment and preventing exposure to and protection from hazards on persons who use or operate plant in a workplace and on employers whose employees use or operate plant. If the buyer intends to use plant purchased at a workplace then it is the responsibility of the Buyer to inform themselves of these obligations.

Unless otherwise stated the plant to be sold has not been assessed or inspected by a competent person and it may or may not be affected by faults or defects, which make it unsafe for use. It is the responsibility of the Buyer to ensure assessment and inspection by a competent person.

The Legislation requires that owners of plant maintain safety and health information and records. The Auctioneers will pass on to the buyer all information made available to them by the owner, but the auctioneer does not warrant that the information and records are complete and accurate. It is the responsibility of the Buyer to familiarise themselves with all relevant information and records.

4 EQUIPMENT REMOVAL

The removal of equipment will be in accordance with BHP Site Specific Terms and Conditions.

It remains at all times the responsibility of the purchaser to remove the equipment purchased from site. The purchaser will make their own arrangements for the removal and collection of the equipment purchased from its present location subject to BHP approval.

BHP approval requires a Scope of Work (see section 4.2) submission and a list of intended contactors for approval prior to any assets being removed.

Items must be removed from site within three (3) months from Tender acceptance. BHP reserves the right to alter or change removal dates due to site operational activities.

All purchased assets must be removed.

Important: Removal timing and removal plans need to be communicated to BHP for approval prior to any work being performed.

4.1 CAPABILITIES STATEMENT

As a requirement for the tender, all tenderers must supply references and examples of previous equipment removal projects. This ensures that Ross's Auctioneers and Valuers will have an accurate understanding of the tenderers capabilities in ensuring the safe and timely removal of the equipment.

4.2 SCOPE OF WORK

A condition of sale will be the provision of a scope of work from the Buyer that will provide as a minimum the following information:

- The successful tenderer will be required to complete a sales agreement, as per **Annexure C** . (“*Asset Sale Agreement*”)
- All removals will be in accordance with policies and procedures as required by BHP.
- Tenderers will be required to outline dismantling and demolition procedures, loading activities including timings, proposed routes of travel, proposed use of contractors and conformance to BHP site specific terms and conditions.
- Tenderers must provide a broad safety analysis of the tasks required to load, transport and unload items bought at auction.
- A detailed risk assessment and relevant JHA’s to be completed and distributed for approval by BHP
- All removals will be supervised by a BHP Representative
- Where necessary, a security deposit may be required from the purchasers prior to work commencing
- Equipment sold as is where is unless agreed upon by BHP.

5 ANNEXURE A

Written Tender Submission

Name: _____

Company Name: _____

Company Address: _____

Contact Number: _____

Contact Email: _____

LOT	DESCRIPTION	TENDER OFFER (IN AUD)
1	PLASSER TAMPING MACHINE UNIMAT 08-475/4\$ AERIAL# 400 C/W 2 X ADDITIONAL RECONDITIONED HEADS. ASSET#TM02 STANDARD GAUGE	\$
2	TACKMOBILE 4200TM SERIAL# 96536 DOM-1993	\$

Written Tender Offer Page 1 of 1

6 ANNEXURE B

Inspection Request Form

This form must be completed and submitted to matt@auctions.com.au prior to making any inspection arrangements. Please read section 3 of the Tender document for full details of inspections and requirements.

Name: _____

Company Name: _____

Company Address: _____

Contact Number: _____

Contact Email: _____

Please specify your desired inspection date: _____

7 ANNEXURE C

Asset Sales Agreement

I _____ (name) of _____
_____ (address) acknowledge and comply to all
limiting conditions stipulated in this tender document including:

- Payment Terms and Conditions,
- Asset Removal Conditions, and,
- Asset Removal Timing Conditions.

I also acknowledge and understand the below Occupational Health and Safety Obligations Document

QHSE legislation imposes obligations on employers to maintain a safe working environment and in particular to provide and maintain plant, such, that persons at the work place are not exposed to hazard. The legislation also requires persons who supply plant for use at a workplace to ensure that any hazards associated with the use of that plant are identified and all available information in relation to that plant is provided at the time of the supply. If the buyer intends to use at a workplace, plant that is purchased at this auction, then it is the responsibility of the buyer to inform themselves of these obligations.

Unless otherwise stated, plant sold at this auction has not been assessed or inspected by a competent person and it may be affected by faults or defects, which make it unsafe for use. The buyer is warned that unless otherwise described an item not assessed must not be put into service in its current condition and is fit for scrap only.

OH&S legislation requires owners of plant maintain safety and health information and records. The auctioneer will pass onto the buyer all the information made available to them by the owner, but the auctioneer does not warrant that the information and records are complete and accurate. It is the responsibility of the buyer to familiarise themselves with all relevant information and records.

Name: _____

Signed: _____

Date: _____