

## TO: ALL TENDERERS

### TENDER NO: BSP TENDER NOTICE NO.

1. The tender submitted shall be deemed to be irrevocable and open for acceptance by BSP CO SDN BHD for a period of 90 days from the closing date stated.
2. The tender must be accompanied by a Tender Deposit of 10% of the total tendered amount in the form of a Banker's Cheque or Banker's Draft only made payable to "BRUNEI SHELL PETROLEUM COMPANY SENDIRIAN BERHAD" and crossed "A/C PAYEE ONLY" refundable if unsuccessful. However, the Tender Deposit will be forfeited if the successful Tenderer withdraws its tender.

A tender submitted without the Tender Deposit will not be considered.

3. For the successful Tenderer, the Tender Deposit shall be treated as part of the total payment of the awarded items. The Tender Deposit balance, if any, will be refunded within 30 days from the date of BSP CO SDN BHD written notice.
4. All items are to be sold on an " **as-is-where-is** " basis. BSP CO SDN BHD accepts no liability whatsoever from the sale of any of the items, which are being sold subject to faults and defects, if any, and without any condition or warranty as to the quality and fitness for purpose required or otherwise.

In submitting a Tender, the Tenderer agrees to indemnify and hold harmless BSP CO SDN BHD against any and all liabilities related to the items purchased. Before releasing the items, BSP CO SDN BHD shall require and the successful Tenderer agrees to sign a letter of indemnity to this effect.

5. The successful Tenderer shall:
  - (a) Pay the full Purchase Price by Banker's Draft within fourteen (14) working days from the date of BSP CO SDN BHD written notice before removal of the item commences.
  - (b) Take full responsibility for all form of duties or taxes; export licenses, etc. in accordance with applicable Legislation. All costs associated thereto, if applicable, shall be for the account of the successful Tenderer and shall be paid by the successful Tenderer directly to the relevant authorities.
  - (c) Undertakes that the items purchased, shall be for the Tenderer's own use or shall be disposed of in and for use only in countries for which no embargoes exist under U.S. Government policy and legislation.
  - (d) Remove the items during normal working hours entirely at its own expenses, including all costs associated with complying with all relevant HSE (Health Safety & Environment) requirements at the work-site, e.g. wearing of Personal Protective Equipment.
  - (e) Remove the items within twenty-one (21) working days after payment. If the said item is not removed as specified, BSP CO SDN BHD reserves the right to charge storage at the rate of B\$50.00 per day.
  - (f) Indemnify and hold harmless BSP CO SDN BHD against any liability with respect to bodily injury, property of the Tenderer, its employees, agents or contractors and any third parties or environmental damage arising from the Tenderer's fault, omission, negligence or lack of due diligence during removal and usage of the items.
  - (g) Upon receipt of the items, Tenderer shall promptly remove, or cause to be removed, all COMPANY identification from the items (including, but not limited to, Trademarks, trade names and colour schemes), and if Tenderer fails to do so, COMPANY may enter the premises at the location of the items, and at the Tenderer's expense, remove all COMPANY identification from the items.

# GENERAL TERMS AND CONDITIONS OF TENDER



6. BSP CO SDN BHD does not guarantee the accuracy of the quantities specified in each lot and the Tenderer shall be deemed to have satisfied itself in this respect where appropriate before submitting his tender.
7. Risk of the items shall pass to the Tenderer upon the posting of the acceptance of the tender by BSP CO SDN BHD and BSP CO SDN BHD shall not thereafter be responsible or liable for the safe custody or presentation of the items. Title shall pass upon full and final settlement of the tender price.  
  
Any of the goods may have been used for storage and handling of petroleum products or other dangerous material. BSP CO SDN BHD accepts no liability for this and the Tenderer agrees to indemnify BSP CO SDN BHD against all claims arising from it.
8. The Tenderer should satisfy himself thoroughly as to what is offered for sale before submitting the tender. The description of the goods may be identical with or similar to a description of goods in some previous sale by tender, but no reliance should be placed thereon.
9. BSP CO SDN BHD reserves the right:
  - (a) To refuse to accept any or all tenders submitted, and
  - (b) To withdraw any or all of the items before acceptance of a Tender.
  - (c) To use Online Bidding as an alternative tendering approach to dispose of goods. If Online Bidding is the preferred option, BSP CO SDN BHD will inform Tenderers in advance of relevant procedures to be carried out prior to Online Bid.
10. The Tenderer shall not resell the items back to BSP CO SDN BHD, BRUNEI LNG SDN BHD, BRUNEI SHELL MARKETING CO SDN BHD OR BRUNEI SHELL TANKERS SDN BERHAD.
11. The submission of a Tender shall be deemed to constitute acceptance by the Tenderer of all the General Terms and Conditions of Tender set out herein.

We have read and understand the above conditions and agree to abide by them.

Signature: .....

Name: .....

Date: .....

DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF OF:

Company Name: .....

Address: .....

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Company Stamp: