

## NOTICE OF INVITATION

### APPLICATIONS FOR APPOINTMENT TO SHERIFF'S PANEL OF SHIPBROKERS

#### **Background**

1. The Supreme Court of Singapore (the "Supreme Court") invites suitably qualified shipbrokers to apply to be appointed to a panel (the "Panel") to provide appraisal services for arrested vessels that are sold under judicial sales.

(Interested shipbrokers who wish to apply to be appointed to the Panel will be known as "Applicants"; appointed shipbrokers to the Panel will be known as "Panel Members").

2. It is contemplated that on each occasion the High Court of Singapore makes an order for a vessel to be appraised and sold, the High Court will appoint a Panel Member to conduct a "desktop" valuation of the vessel. The appointed Panel Member will be provided a copy of a General Condition and Valuation Survey Report issued by a Marine Surveyor to assist with the "desktop" valuation. Upon completion of the "desktop" valuation, the appointed Panel Member will issue and submit its valuation report privately and directly to the Sheriff only.

#### **Scope of Duties and Responsibilities**

3. The minimum scope of duties and responsibilities of Panel Members are set out in Annex A – Minimum Job Requirements. Applicants and Panel Members are expected to comply **fully** with these minimum job requirements. Any non-compliance with the scope of duties and responsibilities of the Panel Members as set out in Annex A may lead to the removal or suspension of a Panel Member from the Panel.

#### **Terms of Appointment to the Panel**

4. The terms of appointment to the Panel are set out in Annex B, Part 1 – Terms of Appointment. Applicants and Panel Members are expected to comply **fully** with the terms of appointment. Any non-compliance with the terms of appointment may lead to the removal or suspension of a Panel Member from the Panel.
5. In particular, Applicants should note the following:
  - 5.1. Appointment to the Panel does not guarantee that a Panel Member will receive any number of assignments (the "Assignments") to provide the required services (if at all) during the empanelment period (the "Empanelment Period"). The Empanelment Period will be for an initial 2-year period with an option for the Sheriff (at their sole discretion) to extend it by a further 2-year period. The Sheriff may select any Panel Member to be engaged to provide the required services. The Sheriff (at their sole discretion) may terminate the Panel at any time.

- 5.2. Subject to any conflict of interest which may arise from any prior involvement with the arrested vessel or her shipowner (see Annex A, clause 3.2), Assignments shall not be refused or rejected by a Panel Member.

#### **Minimum Eligibility Criteria**

6. Applicants who wish to be appointed to the Panel shall meet all of the following minimum eligibility criteria:
  - 6.1. The Applicant must be based in Singapore, or have a subsidiary or branch in Singapore;
  - 6.2. The Applicant must have all relevant licenses, permits, certifications, insurance coverage and any other necessary qualifications relating to the provision of the services;
  - 6.3. The Applicant must have at least 5 years of relevant experience providing the required services in the industry; and
  - 6.4. The Applicant must be financially sound and must declare if they are subject to any legal or insolvency proceedings and if so, give a detailed description of what those proceedings are. The Applicant shall also be under a duty to declare any change in status (i.e. if they subsequently become the subject of any legal or insolvency proceedings during the term of empanelment) within 7 days of such a change and if any change in status occurs, the Supreme Court shall have the right to suspend or remove the Applicant from the Panel pursuant to clause 6.2 of Annex B Part 1.

If the Applicant's declaration in clause 6.4 above is discovered to be false, or the Applicant fails to declare at the time of the application for appointment or during the Empanelment Period that they are subject to any legal or insolvency proceedings, the Sheriff shall be entitled to rescind any contracts with the Applicant or Panel Member (if appointed), without the Sheriff being liable therefor in damages or compensation.

#### **Application Process**

7. Applicants who wish to be considered for appointment to the Panel are to submit a formal application comprising the following:
  - 7.1. Information and supporting documents:
    - 7.1.1. Brief write-up of the Applicant's business activities and track record and experience in the relevant industry for the last 5 years;
    - 7.1.2. Documentary proof that the Applicant has the relevant licenses, permits, certifications, insurance coverage and any other necessary qualifications relating to the provision of the required services in the relevant industry;

7.1.3. Experience and qualifications of employees, manager(s) who will be in charge of the required services; and

7.1.4. Audited financial statements for the last 3 financial years (if any)

8. Applicants who wish to be considered for appointment to the Panel shall send their applications with the relevant information and supporting documents to:

***Chief Bailiff  
Supreme Court of Singapore  
1 Supreme Court Lane  
Singapore 178879***

9. All applications together with the relevant supporting documents shall be submitted by **no later than 4pm on 20 March 2025**. All enquiries about this notice shall be directed to Mr Mattias Low (Telephone: 6332 4287; Email: Supct\_Sheriff@judiciary.gov.sg).



## **ANNEX A**

### **MINIMUM JOB REQUIREMENTS**

#### **1. Introduction**

- 1.1. The Supreme Court requires shipbrokers to provide appraisal services for arrested vessels that are sold under judicial sale.
- 1.2. The following provisions set forth the functional specifications for the services to be rendered by Applicants and Panel Members.

#### **2. Provision of Services and Empanelment Period**

- 2.1. Panel Members shall provide the required services as and when, and in the manner, required by the Sheriff or any person authorised by the Sheriff or the Supreme Court, in accordance with all the requirements stated in this Annex A. Each Applicant or Panel Member must ensure that it has the ability to comply with the following guidelines, responsibilities and duties.
- 2.2. Subject to any conflict of interest which may arise from any prior involvement with the arrested vessel or her shipowner (see clause 3.2 below), Assignments shall not be rejected or refused by a Panel Member.
- 2.3. The Empanelment Period will be for an initial 2-year period with an option for the Sheriff (at their sole discretion) to extend it by a further 2-year period.

#### **3. Duties and Responsibilities of Panel Members**

- 3.1. A Panel Member shall be responsible for the following duties listed at clauses 3.2 to 3.4.
- 3.2. In respect of appraisals of arrested vessels that are sold under judicial sale, the Panel Members shall:
  - (1) Ensure that there is no conflict of interest which arises from any prior involvement with the vessel and/or the shipowner that the Panel Member is approached to appraise;
  - (2) Disclose to the Sheriff, when approached for appointment, the existence and nature of any involvement with the vessel and/or the shipowner for a period of 6 months prior to the date that the Panel Member is approached by the Sheriff;
  - (3) Not be in any way involved (whether directly or indirectly) in the sale of the vessel by the Court where the Panel Member has prepared an appraisal report of the ship / vessel for the Sheriff;
  - (4) Prepare a valuation report of the arrested vessel, which will only be disclosed to the Sheriff;
  - (5) Keep the appraised value of the vessel strictly confidential at all times; and

(6) Any other related duties as required by the Sheriff from time to time.

3.3. Panel Members shall be contactable at all times.

3.4. Panel Members shall bear all costs and expenses relating to the provision of the services at first instance. All reasonable disbursements on account of the provision of the services shall then be reimbursed and must be supported by documentary proof (e.g. invoices, receipts).

## **ANNEX B**

### **Part 1 - Terms of Appointment to Panel**

#### **1. Distribution of Assignments**

- 1.1 Panel Members are not entitled to any guaranteed number of Assignments during the Empanelment Period. Panel Members shall have no expectation that they will be guaranteed any number of assignments (if at all) by virtue of their appointment to the Panel.
- 1.2 Subject to any conflict of interest which may arise from any prior involvement with the arrested vessel or her shipowner (see Annex A, clause 3.2), Assignments shall not be refused or rejected by a Panel Member.

#### **2. Disbursements**

- 2.1 Panel Members shall bear all costs and expenses relating to the provision of the services at first instance. All reasonable disbursements on account of the provision of the services shall then be reimbursed and must be supported by documentary proof (e.g. invoices, receipts).

#### **3. Indemnity**

- 3.1 Each Panel Member agrees to fully indemnify the Sheriff and the Government of the Republic of Singapore in respect of any damage or loss to property, or death or personal injury to any person, occurring in the course of or in connection with its performance of the appraisal services.

#### **4. Licenses**

- 4.1 Panel Members shall comply with all relevant regulatory, statutory and legal requirements at all times. Panel Members shall maintain all relevant licenses, permits, certifications and any other required documentation, and insurance coverage relating to the provision of the said services, throughout the Empanelment Period.

#### **5. Minimum Eligibility Criteria**

- 5.1 Panel Members shall meet all of the following minimum eligibility criteria throughout the Empanelment Period:
  - 5.1.1 Be based in Singapore, or have a registered subsidiary or branch in Singapore;
  - 5.1.2 Have all relevant licenses, permits, certifications, insurance coverage and any other necessary qualifications relating to the provision of the services;
  - 5.1.3 Have at least 5 years of relevant experience providing the required services in the industry; and
  - 5.1.4 Be financially sound and must declare if they are subject to any legal or insolvency proceedings and if so, give a detailed description of what those proceedings are.

Panel Members shall also be under a duty to declare any change in status (i.e. if they subsequently become the subject of any legal or insolvency proceedings during the term of empanelment) within 7 days of such a change and if any change in status occurs, the Supreme Court shall have the right to suspend or remove the Panel Member from the Panel pursuant to clause 6.2 of Annex B Part 1.

**6. Termination, Suspension and Removal from Panel, Non-compliance with Terms of Appointment**

- 6.1 A Panel Member may request to be removed from the Panel at any time during the Empanelment Period. Such a request shall be made to the Sheriff in writing specifying the relevant reasons for such request. The removal of a Panel Member from the Panel shall take effect two (2) months (or such other shorter time period as specified by the Sheriff) after the date the Sheriff has replied in writing to the Panel Member to confirm its acceptance of the request for removal. The Sheriff shall be at liberty to elect that the Panel Member's existing Assignments either be completed by the Panel Member or be assigned to another Panel Member. The Panel Member shall fulfil its existing Assignments if required to do so by the Sheriff.
- 6.2 A Panel Member may be terminated or suspended and consequently removed for cause at any time during the Empanelment Period in the event that:
  - 6.2.1 It fails to meet the minimum eligibility criteria for empanelment set out in clause 5 above, including but not limited to the requirement in cl 5.1.4 to declare that it is not subject to any legal or insolvency proceedings and any change in status thereafter;
  - 6.2.2 It fails to meet the minimum scope of duties and responsibilities as set out in Annex A;
  - 6.2.3 It fails to comply with the terms of appointment to the Panel as set out herein;
  - 6.2.4 It is convicted of an offence or breaches any regulations under the Employment Act 1968 and any other relevant laws and regulations of Singapore; or
  - 6.2.5 Its employee or representative commits an act of serious misconduct in carrying out the Assignment.
- 6.3 In respect of termination or suspension under clause 6.2:
  - 6.3.1 The Sheriff will provide written notification to the non-complying Panel Member of its intention to suspend or terminate the Panel Member's status as a Panel Member and remove it from the Panel;
  - 6.3.2 Upon notification of the Sheriff's intention to suspend or terminate a Panel Member, the Panel Member shall have five (5) working days to submit a letter of explanation to the Sheriff in respect of its default(s).
  - 6.3.3 Upon consideration of the letter of explanation or where a letter of explanation has not been provided within five (5) working days, the Sheriff retains the sole discretion to either terminate the Panel Member's status and remove the Panel



Member from the Panel, or to suspend the Panel Member from the Panel for any period of time. Such termination or suspension shall take effect immediately or upon such other stated time period upon written notification given by the Sheriff to the relevant Panel Member. In the event of suspension, the Sheriff shall have the discretion to reassign any Assignments presently handled by the suspended Panel Member to another Panel Member.

6.3.4 The Sheriff may, at any time and for such reason as it deems fit, reduce or extend the period for which a suspended Panel Member has been suspended.

6.4 The Sheriff may, in their sole discretion, refuse the proposed appointment of any Panel Member in respect of any Assignment, pending the Sheriff's inquiry into any allegation against that Panel Member for any of the causes listed in clause 6.2.

6.5 The Sheriff may, in their sole discretion, terminate a Panel Member's status at any point in time during the Empanelment Period upon giving one (1) month's written notice to the said Panel Member without being liable for any compensation or damages.

**7. Effect of Termination or Expiry of Appointment to Panel**

7.1 Upon termination or expiry of the Panel Member's appointment to the Panel, unless otherwise stated by the Sheriff, all existing Assignments at the time of termination of the Panel Member's appointment to the Panel will also be terminated and the Sheriff shall not be liable to the Panel Member for any damages or compensation in respect of such termination of the Panel Member's appointment to the Panel and existing Assignments.

**8. Governing Law and Dispute Resolution**

8.1 The terms of the Panel Member's appointment, including the notice of invitation and the minimum requirements set out in Annex A, and the terms of each Assignment, shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

8.2 Notwithstanding anything in the terms of the Panel Member's appointment and the terms governing each Assignment, in the event of any dispute arising out of or in relation to these terms, no Panel Member shall proceed to litigation or any other form of dispute resolution UNLESS the Panel Member has made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

8.3 A party who receives a notice for mediation from the other party shall consent and participate in the mediation process in accordance with clause 8.2.

8.4 The mediation session is to commence no later than ninety (90) days from the date of the written notice of mediation, failing which either party may proceed to litigation.

**9. Set-Off**

9.1 Whenever under the terms of an Assignment any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Panel Member, the same may be deducted from any sum then due or which at any time

thereafter may become due to the Panel Member under the Assignment or any other agreement with the Sheriff.

**10. Variation of Terms**

- 10.1 The Sheriff reserves the right to appoint additional Panel Members to the Panel at any time, on the same terms as those applying to existing Panel Members, for the remaining duration of the Empanelment Period.
- 10.2 The Sheriff reserves the right to revise or amend these Terms of Appointment at any time during the Empanelment Period, after giving reasonable notice in writing to the Panel Members. A Panel Member shall have the right to withdraw from the Panel as of the effective date of the amendments if it does not agree with the amendments.

**11. Notices**

- 11.1 Any notice or other communication sent by the Panel Member to the Sheriff shall be deemed to be properly given if it is delivered by hand or by prepaid registered mail or fax to the following address or email address:

***Chief Bailiff  
Supreme Court of Singapore  
1 Supreme Court Lane  
Singapore 178879  
Email: [supct\\_sheriff@judiciary.gov.sg](mailto:supct_sheriff@judiciary.gov.sg)***

- 11.2 Any notice or other communication sent by the Sheriff to a Panel Member shall be deemed to be properly given if it is delivered by hand or by prepaid registered mail or email to the address stipulated in the application submitted by the Panel Member.
- 11.3 The addresses and email addresses referred to in clauses 11.1 and 11.2 above may be altered by written notice given by either party, which will be effective in accordance with the above "deemed receipt" provisions i.e. clauses 11.1 and 11.2, or by any other means (which will be effective only upon actual receipt).

**12. Confidentiality**

- 12.1 Each Panel Member shall not use the name of the Sheriff, the Supreme Court, or the Government of the Republic of Singapore for any purpose whether in relation to any advertisement, news item, article, publication or speech or other form of publicity without obtaining the prior written consent of the Sheriff and the Supreme Court.
- 12.2 The Panel Member agrees not to disclose or to use, directly or indirectly, any confidential information, trade secrets or other information relating to the affairs of the Sheriff or the Supreme Court which may be acquired in the course of appointment to the Panel or carrying out an Assignment, without the express prior written consent of the Sheriff and the Supreme Court.
- 12.3 Termination or removal from the Panel for whatever cause shall not put an end to the obligation of confidentiality imposed on the Panel Member, its employees, agents and servants.

**Part 2 – Terms Governing Assignments**

**1. Assignment Period**

- 1.1 All obligations arising from an Assignment shall commence on the date of engagement as notified by the Sheriff and, subject to Clause 5 of Annex B Part 2, shall not expire until the Assignment has been completed (“Assignment Period”).

**2. Terms of Payment**

- 2.1 Panel Members engaged for a specific Assignment shall submit to the Sheriff their invoice in SGD for their services rendered at the end of the Assignment Period. All documentary proof supporting any disbursements incurred shall also be submitted at the same time.
- 2.2 Invoices shall be addressed to “The Sheriff of Singapore”.

**3. Sub-contracting, Assignment, or Transfer**

- 3.1 Panel Members shall not, without the written consent of the Sheriff, sub-contract, assign or transfer their appointment to the Panel, any Assignment, or the benefits or obligations or any part thereof to any other person. Each Panel Member shall be responsible for the acts, defaults, neglect or omissions of any assignee or subcontractor, their agents, servants or workmen as fully as if they were the acts, defaults, neglect and omissions of the Panel Member, his employees, agents and servants.

**4. Variation of Terms of Assignment**

- 4.1 No variation of the terms governing an Assignment shall be of any force unless agreed upon in writing and signed by an authorised officer or representative of the Sheriff and the Panel Member engaged for the Assignment (each a “Party” and collectively the “Parties”).
- 4.2 In no event shall any delay, failure or omission on the part of either of the Parties enforcing or exercising any right, power, privilege, or claim or remedy, which is conferred by this Assignment, or at law or in equity, or arising from the breach by any Party, (a) be deemed to be or construed as a waiver or variation thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instances at any time or times thereafter.

**5. Termination of Assignment**

- 5.1 If at any time the Panel Member is in breach of any of its obligations under the terms of the Assignment or the terms of the Panel Member’s appointment to the Panel, including the notice of invitation, the minimum requirements set out in Annex A, and the terms set out in Annex B Part 1:

- 5.1.1 in the case of a breach which is required to be remedied immediately, the Panel Member fails to remedy the breach immediately;
  - 5.1.2 in the case of any other breach, the Panel Member fails to remedy the breach within seven (7) days of being given written notice by the Sheriff to do so; or
  - 5.1.3 the breach is one that is not capable of being remedied within a reasonable time, the Sheriff may (in addition to and without prejudice to all other rights and remedies available, including the right to claim damages) at any time terminate an Assignment by notice in writing as from the date specified in the notice.
- 5.2 If any of the following events occur, the Sheriff shall (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) be entitled to immediately terminate the Assignment forthwith by written notice to the Panel Member and the Panel Member shall have no claim for any damages or compensation:
- 5.2.1 If the Panel Member becomes insolvent;
  - 5.2.2 Where the Panel Member is a company, if the company has a receiver or liquidator appointed or a resolution for winding-up (other than for the purpose of amalgamation or reconstruction) of the company has been passed or the company is subject to a court order having the same effect;
  - 5.2.3 Where the Panel Member is a partnership, if the partnership has dissolved or has a bankruptcy order made against it;
  - 5.2.4 Where the Panel Member is an individual, if the individual becomes bankrupt or dies;
  - 5.2.5 If legal proceedings alleging insolvency are brought against the Panel Member;
  - 5.2.6 If the Panel Member enters into a composition or similar arrangement with its creditors; or
  - 5.2.7 If the Panel Member is debarred from participating in public sector tenders.
- 5.3 If the Sheriff engages another person to carry out any remaining work under an Assignment after termination under clause 5.1 or 5.2 of this Annex B Part 2, any additional costs and expenses incurred by the Sheriff in engaging another person to carry out the remaining work under an Assignment shall be borne by the terminated Panel Member.
- 5.4 The Sheriff shall also have the right to terminate an Assignment by giving reasonable notice in writing and without having to assign any reason for doing so, and the Panel Member shall have no claim for any damages or compensation.

- 5.5 The Sheriff shall also be entitled to recover from the Panel Member all damages, loss, costs and expenses which it has incurred relating to or in consequence of the breach and/or the termination of the Assignment.