

INVITATION TO TENDER NO: DSACOMDD/G/027

FOR THE SALE OF MISCELLANEOUS EQUIPMENT CYPRUS

SCHEDULE 3 – CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In these Conditions “the Contract” means the agreement concluded and signed between the Authority and the Purchaser, including all specifications and other documents which are relevant to the Contract and also the Terms and Conditions contained within these Schedules.

1.1.1 The following definitions shall apply in respect of the Contract:

1.1.1.1 “the Authority” shall mean the Secretary of State for Defence of Her Britannic Majesty’s Government or his authorised representative.

1.1.1.2 “the Purchaser” shall mean the person who undertakes to purchase the surplus assets in accordance with the provisions of the Contract.

1.1.1.3 “Firm Price(s)” means the non-variable price, exclusive of tax or duties payable to the Authority by the Purchaser under the Contract for the purchase of surplus assets.

1.1.1.4 “the Commercial Officer” or “Commercial Branch” means the persons authorised by the Secretary of State for Defence to negotiate, award and amend contracts.

1.1.1.5 “Representatives of the Authority” mean the persons duly authorised by the Authority to act on the provisions of the Contract.

1.1.1.6 “asset(s)” means the surplus goods or equipment which the Authority requires the Purchaser to purchase and remove.

2. LAW

2.1 The Contract shall be deemed to be a contract made in England and subject to English law. The English language version of the contract shall take precedence over any translated version

2.2 The Purchaser shall comply with all current Cypriot national laws, directives, rules and regulations, which relate to the purchase of surplus assets of the Contract.

3. REQUIREMENT

3.1 The details of the assets are set out in Schedule 1 (Schedule of Requirements) in accordance with Schedule 2 (Offer to Purchase Schedule) and Schedule 3 (Conditions of Contract). Any other terms and conditions or any general

reservations which may be printed on any correspondence emanating from the Purchaser are not applicable to the Contract.

3.2 The surplus assets are offered strictly on an “as and where lying” basis. The Authority does not provide any warranty, written or implied, as to the condition and reliability of the surplus asset(s) offered. It is for the Purchaser to satisfy himself of condition of the surplus asset(s) and the Authority accepts no responsibility for any errors or omissions in the description of the surplus asset(s). The surplus asset(s) may not be returned on the basis of such errors or omissions, or any other faults or imperfections.

3.3 The Purchaser, upon collection of the surplus asset(s), becomes fully liable and responsible for the asset(s) and its/their subsequent disposal.

4. TRANSFER OF THE ASSET(S) TO THE PURCHASER

4.1 The Purchaser shall, collect the asset(s) within 28 days of formal handover to the Purchaser unless prior written agreement not to do so has been granted by the Authority.

4.2 The Authority shall agree a mutually convenient date and time for formal handover of the asset(s) to the Purchaser within the timeframe specified at Condition 4.1.

4.3 A formal handover certificate will be issued by the Authority, to be signed by the Purchaser before the asset(s) is/are released.

4.4 Should the asset(s) become a total or constructive loss before handover the Contract shall be declared null and void and any monies paid by the Purchaser to the Authority in connection with the purchase of the asset(s) shall be refunded.

5. REMOVAL FROM SITE

5.1 The Purchaser shall be responsible for removing the surplus asset(s) from the holding establishment identified by the Authority and for arranging and funding all transport in connection with the removal of the assets. The Authority shall not be liable for any costs in relation to the removal or transport of the asset(s). The Authority shall be under no obligation to provide loading assistance to the Purchaser and any such assistance shall be provided solely at the discretion of the Commanding Officer of the establishment.

5.2 The Purchaser, his agent, or any person employed by either party, shall, when within the boundaries of the site at which the surplus asset(s) are located, comply with all rules, regulations and requirements, including those relating to safety and security arrangements, which may be in force for the conduct of personnel at those establishments. Details of the regulations and requirements shall be provided on request by the Officer in Charge.

6. PRICE

6.1 The price to be paid by the Purchaser for the asset(s) shall be based on firm price per tonne weight, i.e. not subject to variation, unless otherwise agreed in accordance with the Purchase Offer as accepted by the Authority. Weight bridge receipts will be required by the Authority in order to invoice accurately by tonne weight.

7. PAYMENT/EXPORT-IMPORT DUTIES

7.1 PAYMENT DETAILS WILL BE PROVIDED ON THE VIEWING DAYS.

7.2 DETAILS WILL BE PROVIDED ON THE VIEWING DAYS.

8. LICENCES AND PERMISSIONS

8.1 It is the Purchaser's responsibility to apply for and hold all required licences and permissions in respect of the sale. The Authority shall not be liable for any costs or actions arising from the Purchaser's failure to apply for and hold such licences.

9. CORRUPT GIFTS AND PAYMENT OF COMMISSION

9.1 The Purchaser shall not offer or give any gift or offer to pay any commission to any representative of the Authority with regard to the award of this, or any other Contract awarded by the Authority.

10. INSURANCE

10.1 The Purchaser shall take full responsibility for the insurance of the surplus asset(s) (and any associated risks) from the date of collection of the asset(s).

11. HEALTH AND SAFETY

11.1 The Purchaser shall comply with all relevant local and national legislation relating to health and safety.

12. LOSSES, DAMAGE OR PERSONAL INJURY

12.1 The Purchaser shall be liable for the surplus asset(s), and for any loss or damage to the asset(s), from the commencement of loading.

12.2 The Purchaser shall compensate the Authority for any loss or damage to the Authority's property caused by the neglect or default of the Purchaser, or his representatives, during the performance of the Contract.

12.3 The Purchaser shall indemnify the Authority in respect of injury or damage to persons or property, which in any way arise from the neglect or default of the Purchaser, or his representatives.

13. CONFIDENTIALITY AND SECURITY

13.1 The contents of the Contract shall be maintained in confidence by the Authority and the Purchaser and neither party shall disclose them to a third party without the prior written consent of the other party.

13.2 The Purchaser shall at all times comply with all security requirements notified to it by the Authority in relation to the performance of the Contract.