

Technical Specifications

**25.CSD-IT.OT.143**

Sale of IT Items

# 

# PURPOSE OF THE CONTRACT

The European Defence Agency (referred to below as “the Contracting Authority”) intends to sell seventy-two (72) IT items, please see Annex 1.1. for full list, (both used, not older than 5 years, as well as unused).

The Contractor is fully responsible for removing **all IT Items** from EDA premises.

**All 72 IT items must be purchased and removed together as a single lot. Partial or selective purchases are strictly prohibited, and the Contractor must take all items in their entirety.**

The following contractual provisions apply:

* the IT items are sold “ex-works” (EXW) in accordance with Incoterms 2020 rules; exceptionally, and subject to prior arrangements that shall be reflected in the final wording of the Contract, EDA personnel may support with the loading of the IT items onto the Contractor’s vehicle(s);
* for avoidance of any doubt, the Contractor is accountable for all subsequent costs and risks, i.e. assumes full responsibility for indicatively, but not exhaustively, transport, insurance and any applicable exemptions;
* all sales are exempt from VAT.

Acceptance: The Contracting authority is not responsible for unknown/hidden damages/defects. The material offered must be transported in its current state.

# ADMINISTRATIVE REQUIREMENTS

The bidder guarantees that the completeness of their bid has been verified and that their bid is complete and not contradictory. By signing this document, the bidder accepts that they are bound to carry out and comply with the conditions set out in this document, should the IT Items be sold to them.

EDA accepts no responsibility for, and provides no warranty in relation to the accuracy, completeness and functionality of the IT Items. The IT Items are sold by the EDA "as is" and any expressed or implied warranties, guarantee or assurance, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed to the maximum extent permitted by law.In no event shall the EDA be liable for any direct, indirect, incidental, special, exemplary or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption or other financial losses) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of these IT Items, even if advised of the possibility of such damage.

...................., ...................

Place Date

....................................................................................................

The bidder(stamp and signature)

# ANNEXES

(Enclosed as separate documents)

## Model Financial Proposal Form: to be duly filled in and signed

## Draft Contract: for information purposes

## Declaration on Honour: : to be duly filled in and signed