



CONDITIONS OF INVITATION TO TENDER – [FORM P1]

(In these Conditions the term 'Schedule' refers to the schedule enclosed herewith)

1. TENDERS will be received until 11.00 on the date shown. For forwarding tenders the envelope label accompanying these tender documents should be used.
2. CORRESPONDENCE. Any communication on this tender should be addressed to the Purchasing Services Manager at the address shown on the Schedule.
3. LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED. NUVIA LIMITED shall be under no obligation to accept the lowest or any tender.
4. POWER TO ACCEPT PORTION OF TENDER. NUVIA LIMITED reserve the power, unless the tenderer expressly stipulates to the contrary in the tender, of accepting such portion thereof as NUVIA LIMITED may decide.
5. ALTERNATIVE, ETC. CONDITIONS. Tenders should be to the conditions set out or referred to in this form and in the Schedule. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the ground of such conditions alone.
6. SCHEDULE NOT TO BE ALTERED BY TENDERER. The Schedule must not be altered by the tenderer. Any modification of the Schedule considered expedient by the tenderer should form the subject of a separate letter to accompany the tender.
7. TENDERS FOR SELECTED ITEMS. Tenders need not necessarily be for all the items mentioned in the Schedule. Where a tenderer does not wish to quote for some items, a line should be drawn across the relevant spaces in the price column.
8. INCOMPLETE TENDERS. It may not be possible to consider a tender if complete information is not given at the time of tendering, or if any particulars and data asked for in the Schedule are not provided in full.
9. PRICES. Quotations should be net, all cash and trade discounts being allowed for.
10. VALUE ADDED TAX. Price(s) tendered should be exclusive of any tax chargeable.
11. ALTERATION OF PRICES, ETC. Figures should not be altered or erased: any alteration of prices, etc., should be effected by striking through the incorrect figures and inserting the correct figures above the original figures. All such alterations should be initialled by the tenderer.



12. SPECIFICATIONS, DRAWINGS, ETC. The tender documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by, or on behalf of, NUVIA LIMITED in connection therewith are issued solely for the purpose of enabling a tender to be completed and may not be used for any other purpose. Such tender and other documents and any information provided remain the property of NUVIA LIMITED. All documents must be returned to the sender whether or not a tender is submitted and any special instructions applicable to the tender and other documents or information must be adhered to. The drawings, etc., must be accompanied, if required, by a declaration that the designs, and particulars have not been copied, seen or extracted wholly or partly for any unauthorised purpose and that they have only been used for the purpose of tendering. Any documents not issued as aforesaid which are required in connection with this tender (if not already in the tenderer's possession) will be supplied by NUVIA LIMITED.
13. SAMPLES REQUIRED. Where it is indicated the samples e.g. of a component, may be required after the opening of the tenders, the tenderer must be prepared to submit samples without charge. Failure to comply with such a requirement within seven days of the date of demand may prejudice consideration of the tender. Every sample should be clearly labelled with the following particulars:
 - 13.1 Tenderer's name and address.
 - 13.2 NUVIA LIMITED reference number quoted on the Schedule and date of return of tender.
 - 13.3 Description and item number as shown in the Schedule.
14. OVERSEAS EXPENDITURE. If any overseas expenditure is likely to be involved, details must be reported to NUVIA LIMITED, either in the tender or immediately the possibility is known.
15. COSTS OF TENDERING. The Tenderer shall bear all the costs associated with the preparation and submission of its tender, and Nuvia will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process

NO USEFUL PURPOSE IS SERVED BY CALLING AT OR COMMUNICATING WITH NUVIA LIMITED TO ENQUIRE AS TO THE RESULTS OF COMPETITIVE TENDERING. TENDERERS ARE NOTIFIED OF THE RESULT AS SOON AS POSSIBLE.