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Witham (Specialist vehicles) Ltd

For sale by Tender - 6th Dec 2012

Direct from the UK Ministry of Defence

QTY 40 Bedford MJ 4x4 & Light Recovery Trucks



Viewing From Wednesday 28th November to Saturday 1st December 2012 & Monday 3rd December to Thursday 6th December 2012. (Monday to Friday 8:30 am - 4:30pm, Saturday 8:30am - 12:30 pm)

All Bids to be Submitted by 2pm Thursday 6th December 2012

Catalogue, pictures, terms and conditions available from our website

Witham (SV) Ltd

Honeypot Lane, Colsterworth, Grantham, Lincs, NG33 5LY For any further information please call on 01476861361

Lot No	Description	Reg No	Milleage	Guide Price
1	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery	77KD30	67,000 km Recorded	£4,500.00
2	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery	59KE93	9,000 miles Recorded	£4,250.00
3	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	79KD68	91,000 km Recorded	£4,250.00
4	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery	94KB58	91,000 miles Recorded	£4,250.00
5	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	11KH23	20,000 km Recorded	£4,250.00
6	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Bargrip Tyres and Spare Wheel, Runner Key Start	11KH32	4,000 miles Recorded	£4,500.00
7	Bedford MJ 4x4 LHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Flat battery	85KF91	6,000 miles Recorded	£4,250.00
8	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Bargrip Tyres and Spare Wheel, Runner Key Start	63KE39	10,000 miles Recorded	£4,750.00
9	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and Spare Wheel, Runner Flat battery	57KE18	29,000 km Recorded	£4,250.00
10	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery	57KE61	52,000 km Recorded	£4,250.00
11	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, ***no ignition key***	75KD10	5,000 miles Recorded	£4,250.00
12	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery	62KE20	1,900 miles Recorded	£4,000.00
13	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	60KE96	12,000 miles Recorded	£4,500.00
14	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	77KD98	1,500 miles Recorded	£4,750.00
15	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	70KB14	23,000 miles Recorded	£5,000.00
16	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery ***Cab Floor Rotten***	80KD48	80,000 km Recorded	£3,750.00
17	Bedford MJ 4x4 RHD, Platform , Radial Tyres and New Spare Wheel, Runner Flat battery	50KB67	15,000 miles Recorded	£4,500.00
18	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	95KG22	71,000 km Recorded	£4,000.00
19	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	95KG20	5,000 miles Recorded	£4,250.00
20	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	58KE89	29,000 miles Recorded	£4,750.00
21	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial	78DK02	47,000 miles	£4,250.00

Lot No	Description	Reg No	Milleage	Guide Price			
	Tyres and New Spare Wheel, Runner Key Start		Recorded				
22	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start, ***Brake Master Cylinder Removed in Cab***	63KE89	11,000 miles Recorded	£3,750.00			
23	Bedford MJ 4x4 RHD, Platform , Radial Tyres and Spare Wheel, Runner Flat battery	07KH36	13,000 km Recorded	£3,500.00			
24	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery	97KC46	80,000 km Recorded	£4,500.00			
25	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	95KG37	52,000 km Recorded	£4,250.00			
26	Bedford MJ 4x4 LHD, Platform, Bargrip Tyres and Spare Wheel, Runner Flat battery, REFURBISHED	07KH87	12,000 km Recorded	£5,000.00			
27	Bedford MJ 4x4 LHD, Platform, Radial Tyres and New Spare Wheel, Runner Flat battery ***Transfer Box Fault, Drive Front Axle Only***	90KD73	3,000 km Recorded	£4,250.00			
28	Bedford MJ 4x4 LHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery, REFURBISHED	64KE41	28,000 km Recorded	£5,500.00			
29	Bedford MJ 4x4 LHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery	64KE61	70,000 km Recorded	£4,500.00			
30	Bedford MJ 4x4 LHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	98KC77	61,000 km Recorded	£4,250.00			
31	Bedford MJ 4x4 LHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner on the Button, ***No Keys***	50KG19	28,000 miles Recorded	£4,250.00			
32	Bedford MJ 4x4 LHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Flat battery	66KE90	14,000 miles Recorded	£4,000.00			
33	Bedford MJ 4x4 LHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	65KE63	51,000 km Recorded	£4,500.00			
34	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and New Spare Wheel, Runner Key Start	95KG18	25,000 km Recorded	£4,000.00			
35	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Radial Tyres and Spare Wheel, Runner Key Start, ***No Cab Head Lining***	92KB39	6,000 km Recorded	£4,000.00			
36	Bedford MJ 4x4 RHD, Fitted Side Hoops Canopy, Bargrip Tyres and Spare Wheel, Runner Flat battery	10KH37	5198 km Recorded	£4,500.00			
37	Bedford MJ 4x4 LHD Fitted Side Hoops, Canopy in Rear, Radial Tyres and Spare Wheel Runner Key Start	20KF12	51000 km Recorded	£4,250.00			
38	Bedford MJ 4x4 RHD Fitted Side Hoops, Canopy in Rear, Radial Tyres and Spare Wheel Runner Key Start *** Fitted with Winch***, 1x Headlight missing	03КС31	544 miles Recorded	£10,000.00			
39	Collective Bid for Lots 1 to 38 Inclusive						

Lot No	Description	Reg No	Milleage	Guide Price
	Bedford MJ 4x4 RHD, Light Recovery, Fitted Boughton Crane, Winch, Stabiliser, etc, ***Runner Break master cylinder removed, Hydraulic oil leak***		36,000 km Recorded	£7,500.00

General Tender Terms & Conditions

A. General

1. All Witham Specialist Vehicles Ltd sales are governed exclusively by the following conditions and the conditions of the respective tenders. Alternative agreements require confirmation by Witham Specialist Vehicles Ltd in writing.

B. The Tender Bid Procedure

1 Inspect goods thoroughly before submitting a bid. Warranty claims are excluded.

- 2. Bids must be submitted in writing or electronically preferably on Witham Specialist Vehicles Ltd's form. Submission of bids by post or by hand is also acceptable. Bids sent by fax must be confirmed by sending the original hard copy by post.
- 3. The correct lot number must be given.
- 4. VAT will be charged in addition to the bid price
- 5. Bids must include the exact address of the bidder including telephone number, fax number and email. If using a bidding form do not forget the legally binding signature.
- 6. Withdrawal of a bid must arrive at Witham Specialist Vehicles Ltd in writing before the expiry of the tender deadline, if the bidder submits several bids for the same lot, the valid bid Is always the last bid received.
- 7. Bids may not be considered and may be rejected by Witham Specialist Vehicles Ltd if they are not in accordance with the above-mentioned provisions or If they contain conditions or reservations.
- 8. The bidder whose bid has been accepted will be notified within 7 days, Bidders who do not receive notification within this period may assume that their bid was not considered. Witham Specialist Vehicles Ltd's liability for incorrect verbal information is limited to deliberateness and gross negligence.

C. Sales

- 1. Bids shall principally be submitted in £ sterling. Bids in foreign currencies will be convened at the official exchange selling rate in £ sterling on the day of bid acceptance.
- 2. Submitted bids are binding offers for the conclusion of a contract to which the bidder is bound for a period of 14 days following the tender deadline. The highest bidder has no claim

for acceptance of his bid,

- 3. The sales contract with a bidder shall be concluded once the acceptance of his bid has been declared to him by phone, In formless writing or by means of a confirmation of order and invoice (Notification of the acceptance).
- 4. VAT will be charged in addition to the bid price.

D. Payment

- 1. Payment shall be received by Witham Specialist Vehicles Ltd within 7 days of date of Invoice without any deduction. Cash, cheques of bank transfers are accepted as payment only.
- 2. Payment is to be made in £ sterling. Banking fees and exchange differences are at the Buyer's expense.
- 3. Goods will not be released until all funds are cleared.

E. Delivery

- 1 On payment of the full invoice amount Buyer will receive a release note. In case of Intra Community Deliveries, prior to handing over the release note, the buyer has to declare in writing to deliver the goods to a member state of the Community.
- 2. The Buyer is obliged to collect the goods purchased within 14 days of the date of Invoice. This pick-up obligation is one of the Buyer's principal performance obligations. Before removal, the Buyer must make prior arrangements with the contract officer at the storage location concerned
- 3. Witham Specialist Vehicles Ltd as the exporter is responsible for adherence of the customs regulations and the export licensing procedure.
- 4. Goods are sold ex storage location. Assistance will be given for loading unless otherwise stated,
- 5. The Buyer shall be liable for any loss or damage caused by himself or his agents arising out of or In any way in connection with the performance of his contractual obligations (especially during pickup of the goods) and in this context shall indemnify Witham Specialist Vehicles Ltd and its principals against all relevant third party claims including litigation costs. Unless excluded by law, the Buyer waives all rights to claim against Witham Specialist Vehicles Ltd and Its principals In respect of any loss, damage or injury suffered by him, his personnel or his agents in connection With the take-over, collection or transportation of the goods and in this respect Witham Specialist Vehicles Ltd and its principals shall also be indemnified against all claims from third parties.
- 6. The risk of deterioration or loss of the goods transfers to the Buyer on take-over of the goods.
- 7. In the event Witham Specialist Vehicles Ltd is unable to make goods available prior to the transfer of risk to the Buyer, the Buyer is entitled only to reimbursement of the invoice amount, Further claims against Witham Specialist Vehicles Ltd are excluded unless the

action of Witham Specialist Vehicles Ltd can be proved as to be deliberate of grossly negligent.

F. Retention of Title

1. The title of the goods transfers to the Buyer once payment of the purchase price has been made and hand over of the goods has been completed.

G. Warranty and Liability for Defects

- 1. Goods are "sold as seen", excluding any warranty claims. Witham Specialist Vehicles Ltd gives no guarantee as to description, quantity, and quality. condition, suitability for use and licensing, undamaged history or the non-existence of apparent or hidden defects.
- 2. Remarks regarding the description, condition and assortment of the goods as well as indication of quantities in "en-bloc" lots are non-binding. Information, statements and promises are without obligation unless confirmed by Witham Specialist Vehicles Ltd in writing.
- 3. The Buyer shall be responsible for adherence, to safety, licensing and environmental protection requirements as well as for applying for operating permits.

H. Default In Payment, Failure to Remove Goods

- 1. If Buyer falls to pay the full amount of the purchase price in due time, Witham Specialist Vehicles Ltd shall be entitled to charge default interest at 2% above the current Longer Term Refinancing Rate of the European Central Bank, but not less than 8% and to retain all performance ensued from all purchase agreements concluded with the Buyer.
- 2. If Buyer fails to remove the goods in due time, Witham Specialist Vehicles Ltd shall be entitled to charge default fees In the amount of storage fees usually Charged by freight forwarders and for to have the goods removed and to store elsewhere on account and risk of the Buyer. Witham Specialist Vehicles Ltd shall also be entitled to refuse the acceptance of buyer's further performance. To sell or dispose of the goods over the counter and to charge the Buyer with all costs and damages incurred