# SPECIAL CONDITIONS FOR EUROPEAN UNION EXTERNAL ACTIONS

**CONTENTS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**The subject of the contract shall be** the **supply and delivery of Hybrid SUV AWD** as described in ANNEX II + III, during the period of implementation of the framework contract, in 1 (one) lot at EULEX Transport Compound in Pristina, Kosovo (Address: Lidhja e Pejës, Industrial Zone P.O. Box 268, 10000 Pristina, Kosovo).

The framework contract will be implemented by “order forms”. I.e. whenever the Contracting Authority intends to acquire items pursuant to this framework contact, it shall send an “Order Form” to the contractor, specifying the quantities of items to be supplied. Deliveries shall take place in accordance with the terms and conditions of the special and general conditions, supplemented and/or amended by the specific terms for each particular delivery as set out in the “order form”.

The quantities estimated and specified in ANNEX II +III are only indicative quantities and do NOT compel the contracting authority to buy any of them. The contracting authority may at its own discretion purchase fewer or more quantities that those estimated quantities per item. The overall financial ceiling being the maximum budget available for this framework contract as expressed in article 3.1 below.

The contractor shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the contracting authority decides to purchase fewer or more quantities than the indicative ones specified per item in Annex II + III and/or in case the contracting authority decides NOT to purchase ANY of these quantities.

The framework contract shall be concluded for a period of 12 months with effect on the date on which it commences.

The place of acceptance of the supplies shall be EULEX Transport Compound in Pristina, Kosovo (Address: Lidhja e Pejës, Industrial Zone P.O. Box 268, 10000 Pristina, Kosovo), the time limits for delivery shall be **180 calendar days** from the date of signature of the Order Form by both parties and the Incoterm applicable shall be DAP[[1]](#footnote-1) (delivery at place).3

The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

**Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the main conditions;
* the special conditions;
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* specified forms and other relevant documents (Annex V);

**The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**Termination clause**

In case of non-renewal of EULEX Kosovo’s mandate or lack of signing of contribution agreement with the European Commission, the framework contract shall be automatically terminated by the Contracting Authority.

Specific contracts/purchase orders or order forms already signed and accepted by the contractor shall not be affected by the automatic termination of the framework contract and the service/supplies ordered shall be regularly paid by the Contracting Authority in accordance with Article 26 of the Special Conditions.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

4.1 Communication details

4.4 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other shall state the Contract title and identification number, and shall be sent by post, fax, e-mail or by hand.

For the Contracting Authority:

|  |  |
| --- | --- |
| Name: | **EULEX Kosovo**  Attn: Project Manager |
| Address: | Lidhja e Pejës, Industrial Zone P.O. Box 268  10000 Pristina, Kosovo |
| E-mail: | XXXXXXXX |
| Landline: | XXXXXXX |
| Mobile: | XXXXXX |

For the Contractor:

|  |  |
| --- | --- |
| Name: | XXXX  Attn: XXXXX |
| Address: | XXXXX |
| E-mail: | XXXX |
| Landline: | XXXXX |
| Mobile: | [XXXXXX](mailto:diederik@zylab.com) |

**Article 10 Origin**

## 10.1 No rule of origin is applied.

## **Article 11 Performance guarantee**

11.1 A performance guarantee will be required only if the value of the individual Order Form is equal or above 20.000 Euros at the time of the issuance of the Order Form referred to in the contract and it is set at 5 % of the amount of the Order Form. The Performance Guarantee must be presented in the form specified in the annex to the tender dossier. It will be released within 60 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service. This guarantee must be provided together with the return of the countersigned Order Form no later than 30 days after the tenderer receives the Order Form signed by the Contracting Authority. If the selected tenderer fails to provide such a guarantee within this period, the Order Form will be void.

**Article 12 Liabilities and insurance**

12.1 The contractor shall insure for replacement value of the goods until delivery.

**Article 15 Sufficiency of tender prices**

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV).

**Article 16 Tax and customs arrangements**

16.1 The terms of delivery of the goods shall be DAP (Delivered At Place) - Incoterms 2020 International Chamber of commerce.

For supplies manufactured locally, all internal fiscal charges applicable to their manufacture, including VAT, shall be excluded.

For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.

Whatever the origin of the supplies, the contract shall be exempt from stamp and registration duties.

**Article 18 Delivery order**

18.1The framework contract shall enter into force on the date of signature of the contract by both parties.

**Article 19 Period of implementation of the tasks**

19.1The framework contract shall be concluded for a period of 12 months with effect on the date on which it commences, although the Framework contract may be terminated at short notice.

The **time limit for delivery** shall be **180** days from the signature of the order from by both parties at EULEX Transport Compound in Pristina, Kosovo (Address: Lidhja e Pejës, Industrial Zone P.O. Box 268, 10000 Pristina, Kosovo).

The **implementation period of tasks** shall be **12 months.**

**Article 24 Quality of supplies**

24.2 No preliminary technical acceptance is required.

**Article 25 Inspection and testing**

25.2 Inspection will take place upon the delivery at respective location (EULEX Transport Compound in Pristina, Kosovo) in accordance with Annex II + III of the Contract and Article 25 of the General Conditions.

**Article 26 General principles**

26.1 Payments shall be made in **euro.** Payments shall be authorised and made by the Contracting Authority.

Request for payments or pre-financing shall be made only on the basis of the amount value of a valid Order Form issued by the contracting authority.

26.9 The payments shall be made as follows:

1. 40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment, unless otherwise provided for in the special conditions. The pre-financing guarantee shall be provided to the contracting authority following the procedure foreseen for the performance guarantee in accordance with Article 11.3-5, and in accordance with the format annexed to the contract. The pre-financing guarantee must remain valid until it is released 30 days at the latest after the provisional acceptance of the goods. Where the contractor is a public body, the obligation for a pre-financing guarantee may be waived depending on a risk assessment made;
2. 60% of the total contract price, as payment of the balance, after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance and, if applicable, Annex V-VAT instructions indicating the group members’ shares for VAT purposes.

**Article 29 Delivery**

29.1 The Incoterm applicable shall be DAP[[2]](#footnote-2)

29.3The place of acceptance of the supplies shall be EULEX Kosovo premises (Address: Lidhja e Pejës, Industrial Zone P.O. Box 268, 10000 Pristina, Kosovo), as specified in the respective Order Form and the Incoterm applicable shall be DAP (delivery at place).

The implementation shall run from the date of signature of the contract by both parties. The time limits for the delivery of items is within 180 calendar days after the signature of the of an “order form” by both parties. The contractor shall provide the countersigned order form within 5 calendar days from its receipt from the Contracting Authority.

The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

The delivery shall take place on a working day and during the normal working hours of the Contracting Authority’s warehouse; the “working hour schedule” shall be accurately specified at the time of the signature of the contract.

Should the nature of the goods make it impossible to meet a requirement set under this article 29, variations may be authorised by the Project manager, following the receipt, before the actual delivery, of a detailed request letter from the Contractor.

Unless, duly authorised by the Project manager before the actual delivery, any shipment delivered in violation of the contractual obligations set under this article 29 will be rejected and remain under the custody and exclusive responsibility of the contractor or the carrier appointed by it. The Contractor or carrier shall NOT be entitled to claim for any compensation or indemnity for loss suffered in case the shipment was rejected by the Contracting Authority due to the violation of a contractual obligation set under article 29 of these special conditions.

29.4. The place of acceptance of the supplies shall be EULEX Transport Compound in Pristina, Kosovo (Address: Lidhja e Pejës, Industrial Zone P.O. Box 268, 10000 Pristina, Kosovo).

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11.

**Article 32 Warranty obligations**

32.6. The commercial warranty to be borne by the manufacturer that the supply will be free from structural defects due to substandard material or workmanship, under conditions of normal commercial use and service must be as follows:

1. Minimum thirty-six months manufacturer’s commercial warranty for mechanical parts, electrical and electronic equipment;
2. Minimum six years manufacturer’s warranty for corrosion perforation;
3. Minimum thirty-six months manufacturer’s warranty for body paint.

32.7. The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for twelve (12) months after provisional acceptance.

**Article 33 After-sales service**

33.1 The regular maintenance is done according to the service intervals (mileage or time intervals) suggested by the Manufacturer. The Contracting Authority will notify the authorised workshop when a vehicle’s mileage has reached the suggested service mileage minus 500 km. The authorized workshop shall upon receipt of this notification schedule a maintenance appointment within the next seven (7) calendar days.

33.2 Provision of all year around service “hotel” for wheels, free for the warranty period.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction ofthe courts of Brussels, Belgium.

**Article 44 Data protection**

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

1. the controller for the processing of personal data carried out within the Commission is (FPI) is: The Head of Unit of FPI.6.
2. the privacy statement is available at the following [link](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General).

1. Processing of personal data related to this tender procedure, launched by the CSDP Mission acting as the contracting authority, takes place in accordance with Council Decision (CFSP) 2025/1161 which established the Mission and with the provisions of the respective contribution agreement (CFSP) 2025/1161/EULEX Kosovoconcluded between the European Commission and the Mission.

2. The tender procedure and the resulting contract relate to the implementation of an external action funded by the EU, represented by the European Commission.

3. Your reply to the invitation to tender may involve the transfer of personal data (such as names, contact details and CVs) from the CSDP Mission (being the contracting authority), to the European Commission. In such case, personal data shall be processed solely for the purposes of the monitoring of the procurement procedure and of the execution of the resulting contract, in line with the respective contribution agreement concluded with the CSDP Mission and with the Council Decision (CFSP) 2025/1161 which established the Mission. This is without prejudice to their possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law.

4. Details concerning the processing of your personal data by the contracting authority (the Mission) are available on the Mission’s privacy statement at [ANNEX V: EULEX KOSOVO PRIVACY STATEMENT – DATA PROTECTION NOTICE.](file:///\\eulex-kosovo.eu\MIXED$\From%20Procurement%20to%20Verification\PROC%201416%2025_Request%20to%20Launch_Supply%20of%20Construction%20Materials%20no.%2013\Tender%20Dossier\2.%20Draft%20Contract\13.%20EULEX%20KOSOVO%20PRIVACY%20STATEMENT.docx)

The controller for the processing of personal data carried out within the contracting authority is: the Head of Mission of the CSDP Mission acting here as the contracting authority.

5. To the extent that the contract covers an action financed by the European Union, the contracting authority (the CSDP Mission) may share communications related to the implementation of the contract with the European Commission. These exchanges shall take place with the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the contribution agreement concluded with the Mission (the latter being the contracting authority for this contract).

6. These exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsels).

7. In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Mission.

8. When personal data is transmitted by the contracting authority (the Mission) to the European Commission, the latter processes them in accordance with the contribution agreement concluded with the Mission, with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC2 and as detailed in the following FPI privacy statement: [Privacy Statement indirect management.pdf.](https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a_en?filename=privacy-statement-indirect-management.pdf)]

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1. AP (Delivered At Place) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. DAP (Delivered At Place)> - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-2)