# 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:**

* 1. The subject of the framework contract is the supply and delivery of Construction Materials (see Annex II and III of the Tender Dossier for the relevant description of the items and the estimated quantities of items that MAY be purchased during the duration of the framework contract) in 6 (six) lots at EULEX Kosovo, Pristina, DAP[[1]](#footnote-1).

|  |  |
| --- | --- |
| Lot 1 | Interior & Façade |
| Lot 2 | Concrete & Gravel |
| Lot 3 | Doors & Windows |
| Lot 4 | Wood |
| Lot 5 | Plumbing |
| Lot 6 | Electrical |

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

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 a “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 2 Main Conditions.

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 24 (twenty-four) months with effect on the date on which it commences, although the Framework contract may be terminated at short notice (See article 3 of the Main Conditions).

In addition to the grounds for termination defined in the General Conditions, the Contracting Authority may terminate the contract after giving **30 days' notice to** the Contractor, in case EULEX’s mandate was not to be prolonged and/or in case of budgetary issues affecting the financing of the project.

In case of termination of the framework contract on such grounds, the Contractor shall NOT be entitled to claim any indemnity for loss suffered.

The Contractor shall only be entitled to claim for sums owing to it for supplies already delivered and/or for supplies pending delivery following the receipt by the Contractor (before the date of notification of the termination of the framework contract) of a valid order form issued by the Contracting Authority

1.2 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**

19.1 The framework contract shall be concluded for a period of 24 (twenty-four) months with effect on the date on which it commences, although the Framework contract may be terminated at short notice.

**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 installation at respective location 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 euros.

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.

26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 90 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

**a)** For the 40% pre-financing, the pre-financing guarantee (**the contractor is not obliged to ask for pre-financing**). If a pre-financing is requested, the Contractor must provide also a performance guarantee as stipulated under Article 11.

**b)** For the 60% balance, the invoice(s) in triplicate following provisional acceptance of the supplies.

26.9 The prices for **Lot 5 and Lot 6** (items related to copper) will be fixed according to the daily official cash buy prices index indicated in the, LME copper, cash buyer, as published on [www.lme.com](http://www.lme.com) as stipulated in Article 26 of the Special Conditions.

             For Lot 5 for items related to copper and Lot 6 related to copper, prices may be revised upwards or downwards.

            Order Forms will determine the quantity required.

            The date of delivery shall be the date on which a revision shall be based. Such prices shall not be subject to revision.

            Order Forms shall be placed on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

             This revision shall be determined according to the daily official LME closing price, indicated in the London Metal Exchange Copper as published on [www.lme.com](http://www.lme.com) .

 Revision shall be calculated in accordance with the following formula:

                Ir

 Pr = Po (──)

                Io

 Where:

 Pr = revised price.

 Po = price in the original tender.

 Io = index for the day of the tender submission deadline.

 Ir = index for the day corresponding to the delivery date of the relevant order form.

**Article 29 Delivery**

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

29.3 The place of acceptance of the supplies shall be EULEX Kosovo premises, 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 **14 (fourteen) working days** after the signature of the of a “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.

Use of Standard European “Euro-Pallets” and other mandatory requirements.

The contractor shall deliver the goods on standard European “Euro-pallets”. The packaging shall become the property of the recipient subject to respect for the environment.

29.5 Every ‘Euro-Pallet” has to be labelled with its exact content and total weight.

29.6 The maximum load per standard “Euro-pallet” (including the pallet) shall be up to 400 kg. For new certified pallets the maximum load (including the pallet) may be up to 1, 2 t maximum.

Height of packing shall be up to maximum 1.6 m.

29.7 Items shall be packed into boxes with like items packed together. Every box should have individual labelling indicating clearly the content, weight and dimensions, including but not limited to labelling for dangerous goods in accordance with IATA/ADR dangerous goods labelling and in accordance with REGULATION (EC) No 1272/2008 of 16 December 2008.

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 Warehouse.

**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 Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship.

The commercial warranty must be valid for the period specified in ANNEX II+III: Technical Specifications **“MATRIX TECHNICAL DOCUMENTS”**, after the provisional acceptance.

32.7 The warranty must remain valid for **one year** after provisional acceptance.

The commercial warranty must be valid for the period specified in ANNEX II+III: Technical Specifications **“MATRIX TECHNICAL DOCUMENTS”**, after the provisional acceptance.

**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. DAP (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)