

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 subject of the framework contract shall be the Supply and delivery of vehicle spare parts and provision of ancillary workshop services for the EUMM vehicle fleet as detailed in Annex II + II (Technical Specifications + Technical Offer) and in Annex IV (Budget Breakdown) of this contract.

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.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

- 4.1 Communication details

- 4.5 & 4.6 Mail or email communication

For the purpose of this contract, mail or email communications must be sent to the following addresses:

Contracting authority:

European Union Monitoring Mission in Georgia (EUMM)

64a I. Chavchavadze Avenue
Tbilisi 0179, Georgia
email: _____@eumm.eu

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

Article 6 Subcontracting

Subcontracting is allowed. However, the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

Article 10 Origin

10.1 All supplies under this contract may originate from any country.

Article 11 Performance guarantee

11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

12.1 Without limitation to the general conditions, following shall also apply:

- The contractor shall insure for any ordered goods until delivery (DDP Incoterms).
- The contractor will be solely responsible for the vehicles while they are handed over on its premises. Relevant insurances must be in place to cover for any damages. Any damage incurred will be settled by the contractor at his own cost.
- The contractor must ensure that all his staff performing vehicle road tests are fully insured and hold a valid driving license for the category of vehicle being driven.

Article 13 Programme of implementation of the tasks

13.1. Without limitation to the general conditions, following shall also apply:

For Supplies ordered with Supply order form:

The implementation period of tasks for supplying bulk spare parts shall run from the date of the signature of the Supply order form to the date for provisional acceptance of the spare parts.

The place of acceptance of the ordered spare parts shall be the Contracting Authority' warehouse. The time limits for delivery shall be **45 calendar days** (unless differently agreed) and the Incoterm applicable shall be DDP.

For Supply of spare parts in combination with ancillary services:

The implementation period of tasks for ancillary services shall be **14 calendar days** from issuance of relevant Work Order (unless differently agreed for complex repair services).

The place of acceptance of the ancillary services shall be the Contractor's workshop.

Article 16 Tax and customs arrangements

- 16.1 The delivery conditions for supplies are DDP. EUMM Georgia is exempt from all taxes (including VAT), customs or import duties and other fiscal charges having equivalent effect, in respect of any goods to be supplied under this contract.

Article 18 Delivery order

- 18.1 The implementation period of this contract shall run from 15 December 2026.

Article 19 Period of implementation of the tasks

- 19.1 This contract shall enter into force on 15 December 2026 and shall be concluded for the period of 24 months. The maximum duration of this contract shall be 48 months from the date this contract enters into force.

Article 22 Amendments

Article 22.2 of General conditions shall not be applicable.

Article 24 Quality of supplies

- 24.2 The supplies must comply fully with the technical specifications set out in Annex II.

Article 25 Inspection and testing

- 25.1 The Contracting authority must be provided access at all times to inspect parts supplied to ensure they are genuine.
- 25.2 All ancillary service and repair work must be approved by the Contracting Authority's Contract / Project Manager. Any unsatisfactory work as identified by the Contracting Authority's Contract / Project Manager or his replacement will be rectified by the Contractor at its own expenses

Article 26 General principles

- 26.1 Payments will be made in GEL (Georgian Lari). All amounts payable shall be converted from euro to GEL using the EUR/GEL selling rate of the commercial bank serving EUMM Georgia applicable on the date of the transaction.

Pre-financing is not applicable to this contract.

Payments shall be authorised and made by EUMM Georgia, Tbilisi - Georgia.

The payment will be made after satisfactory delivery of supplies/ancillary services and provisional acceptance if applicable. Actual payment will be made within 30 days from the submission of admissible Invoice by the Contractor to the Contracting authority together with relevant Certificate of Provisional Acceptance (C11), in conformity with the article 26 of the General Conditions. The date of payment shall be the date on which the paying account is debited.

- 26.9 Prices shall be fixed and not subject to revision during the first 2 (two) years of the Contract.

Price revision is determined by the formula set out in this Article and using the trend in the harmonised indices published on the website of the state in whose currency the Contract price is expressed (monthly data).

At the beginning of the **third and fourth year** of the Contract, each price may be revised upwards or downwards at the request of one of the parties.

A party may request a price revision in writing no later than three months before the anniversary date of entry into force of the Contract (15 December). The other party must acknowledge the request within 14 days of receipt.

At the anniversary date, the contracting authority must communicate the final index for the month in which the request was received, or failing that, the last provisional index available for that month. The contractor establishes the new price on this basis and communicates it as soon as possible to the contracting authority for verification.

The contracting authority orders services on the basis of the prices in force at the date on which the specific contract enters into force. Without prejudice to the previous paragraph, for specific contracts in phases or subject to renewal, the contracting authority orders services on the basis of the prices in force on the date indicated as start date of the next phase, or on the date of renewal.

The price revision is calculated using the following formula:

$$Pr = 0,8 \times P_o \times \left(\frac{I_r}{I_o} \right) + 0,2 \times P_o$$

where: Pr = revised price;

Po = price in the tender;

Io = index for the month in which the Contract enters into force;

Ir = index for the month in which the request to revise prices is received.

- 26.10 Any payment may be offset against outstanding debts of Contractor/any consortium member.

Article 28 Delayed payments

- 28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

- 29.1 The Contractor shall bear all risks relating to the goods until final acceptance at destination.

Article 31 Provisional acceptance

- 31.1 The Certificate of Provisional Acceptance C11 for bulk ordered spare parts must be issued upon the execution of each order.

- 31.2 For the spare parts used on regular basis together with ancillary services, the certified Work Order shall be mutually accepted by parties for the purposes of provisional acceptance.

Article 32 Warranty obligations

- 32.1 Without limitation to the general conditions, following shall also apply:

The Contractor shall warrant that the installed 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 one year after provisional acceptance of the installation services (maintenance or repairs).

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 of the courts of Brussels, Belgium.

Article 44 Data protection

- 44.1 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) 2008/736/CFSP which established the Mission and with the provisions of the respective contribution agreement (CFSP) 2024/2988 concluded between the European Commission and the Mission.

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

- 44.3 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 2008/736/CFSP, 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.

- 44.4 Details concerning the processing of your personal data by the contracting authority (the Mission) are available on the Mission's privacy statement at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes>

- 44.5 The controller for the processing of personal data carried out within the contracting authority is Head of Mission.

- 44.6 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).

- 44.7. 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).
- 44.8. 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.
- 44.9. 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: https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a_en?filename=privacy-statement-indirect-management.pdf.

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