# *SPECIAL CONDITIONS*

**CONTENTS**

These conditions amplify and supplement, if necessary, 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. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

Contact persons:

For the Contracting Authority:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Address: |  |
| Telephone: |  |
| E-mail: |  |

For the Contractor:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Telephone: |  |
| E-mail: |  |

**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**

Without limitations to the General Conditions’ Article 12, the Contractor shall bear all costs and risks of loss or damage to the supplies until such time as they are delivered on DDP basis.

**Article 16 Tax and customs arrangements**

The European Union and Georgia have agreed in as per Agreement between the European Union and Georgia on The Status of The European Union Monitoring Mission in Georgia (SOMA) 3 November 2008: “EUMM Georgia, shall be exempt from all national, regional and communal dues, taxes and charges of a similar nature in respect of purchased and imported goods, services provided, and facilities used by it for the purposes of the Mission”.

EUMM 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. All such goods must be delivered according to the DDP Incoterms regime.

**Article 18 Commencement order**

The Contract shall be effective from the signature of the contract from both sides.

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

19.1 The period of implementation is from the signature of the Contract by both parties with the duration of 24 months (both dates included). It should however be noted that the validity of this contract after 14 December 2022 is subject to and conditional upon (i) the signature of a Contribution Agreement between the European Union and the EUMM Georgia covering the period onwards from 14 December 2022, as well as (ii) the availability of funds in the relevant budget line(s).

19.2 This Framework contract will be executed on a need basis, based on written order submitted via e-mail by EUMM representative as identified in Article 4 of the Special Conditions.

**Article 24 Quality of supplies**

Shall be incompliance with Annex II-III and clarifications notes attahced (if any).

**Article 26 General principles for payments**

26.1 Payments shall be made in GEL. .  
Payments will be done on a monthly basis after delivery of goods, based on the Drinking Water Delivery Monthly Report issued by EUMM. Actual payment will be made within 30 days after provision by the Contractor to the Contracting Authority of a payment request/invoice in conformity with the article 26 of the General conditions.

Payments shall be authorized and made by the Finance Department of EUMM Georgia.   
Pre-financing is not applicable to this contract

26.9 Price revision is not allowed by this contract.

**Article 29 Delivery**

Items shall be delivered within:

* 3 (three) business days during the normal working hours (from 09:00 till 16:00) after the receipt of the order by the Contracting Authority in Tbilisi.
* 12 (twelve) business days during the normal working hours (from 09:00 till 16:00) after the receipt of the order by the Contracting Authority in Gori.
* 7 (seven) business days during the normal working hours (from 09:00 till 16:00) after the receipt of the order by the Contracting Authority in Zugdidi .

The specific address of each delivery will be communicated by EUMM along with the order. Delivery terms shall be based on DDP[[1]](#footnote-2) . The delivery shall take place on a working day and during the normal working hours of the Contracting Authority.

**Article 31 Provisional acceptance**

The Certificate of Final Acceptance C11 Log for supplies included in this contract must be issued using the template in Annex C11 Log, upon the delivery of goods in compliance with Annex II + III (Technical Specifications and Technical Offer).

**Article 32 Warranty obligations**

All supplies shall be covered by the standard manufacturer’s warranty (effective from the date of its final acceptance by the EUMM).

The Contractor shall be responsible for any and all defects in these supplies that may exist at the time of its delivery to the EUMM or that may arise during the warranty period. If during the warranty period the Contractor receives notice of a defect in any product, the Contractor shall either repair or replace free of charge the faulty product within 30 calendar days of being notified of the defect.

The warranty shall cover any and all costs arising out of or in any way connected with the replacement of a defective product, including any shipping charges, taxes or duties associated with the transportation of a replacement product to and from the EUMM Headquarters Warehouse.

**Article 33 After-sales service**

Not required.

**Article 40 Settlement of disputes**

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**

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/2020/40/EUMM which established the Mission and with the provisions of the respective contribution agreement CFSP/2020/40/EUMM concluded 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/2020/40/EUMM, 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 (URL link here).  
5. 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.  
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).  
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).  
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.  
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.

\* \* \*

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