# *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**

4.1. 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 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**

The period of implementation is 60 calendar days from the date the contract enters into force.

The implementation of the tasks i.e. licenses validity shall start from the dates as indicated in the required specification for each Item in the Annex II/III (Technical Specifications and Technical Offer) and the licenses shall be valid for the durations indicated therein.

**Article 24 Quality of supplies**

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

**Article 26 General principles for payments**

26.1 For International companies payment is made in EUR.   
For Georgian based companies payments shall be made in GEL. All amounts’ payables shall be converted from EUR into GEL using the EUR/GEL selling rate of the commercial bank serving EUMM Georgia, applicable on the date of the transaction.

Payments shall be made in accordance with Article 26 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

Pre-financing is not applicable to this contract.

The payments will be made after delivery of goods based on provisional acceptance. Actual payment will be made within 30 days after providing by the Contractor to the Contracting Authority of an uncontested payment request/invoice in conformity with the article 26 of the General conditions.

26.9 Price revision is not allowed by this contract.

**Article 28 Delayed payments**

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**

As it is indicated in the general conditions and scheduled in the required specification for each Item in the Annex II/III (Technical Specifications and Technical Offer.

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance C11 for each license included in this contract must be issued using the template in Annex C11, within 30 days from the validity activation date 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 no less than 12 months (effective from the date of its provisional 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 premises.

**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**

11. Processing of personal data related to this tender procedure, launched by the CSDP Missionacting as the contracting authority, takes place in accordance with Council Decision (CFSP) 2022/2318 of 25 November 2022 amending Decision 2008/736/CFSP,which established the Mission and with the provisions of the respective contribution agreement CFSP/2022/38/EUMM Georgia 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) 2022/2318 of 25 November 2022 amending 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.

4. Details concerning the processing of your personal data by the contracting authority (theMission) are available on the Mission’s privacy statement at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

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 to the Commission, the latter processes them in accordance 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/EC[[1]](#footnote-2) 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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1. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-2)