

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 Fuel for EUMM Vehicles & Generators 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(a) The Contractor shall establish a third party liability insurance covering damages to EUMM up to 200,000.00 euro per damage event or, pending/failing that, he shall be meant to have unconditionally accepted to be self-insured without upper limit for damages to EUMM.

Article 13 Programme of implementation of the tasks

13.1. The fuel will be ordered on when-needed basis by the EUMM contract manager according to the Annex VI – Supply order form.

The price offer validity will be maximum 10 working days from the submission of the quotation by the contractor. Thus, Supply order form on Fuel Delivery shall be issued within this timeframe.

13.2 The Contracting authority shall provide the Contractor with a list of authorized EUMM duty vehicles.

13.3 At no additional cost to the EUMM, contractor shall provide electronic pay and inventory system including fueling plastic cards at the EUMM request. Minimum required features of the electronic system are:

- Refueling vehicles using electronic pay cards to each vehicle;
- Daily reporting (quantity, date, time, location) of refueling of each individual vehicle;
- Online accessibility of reports;

- Online report of balance of purchased fuel(s);
 - The Contractor shall provide to the Contracting Authority electronic fuel distribution means for all duty vehicles. The mean shall bore the registration number of the vehicle and the EUMM logo printed on it. Only dedicated vehicles shall be refueled with the said electronic fuel distribution mean. The electronic fuel distribution mean will be charged as required by operational needs of the EUMM.
- 13.3 After each refuelling of a EUMM vehicle, the driver (EUMM staff member) shall ensure the Contractor's representative makes an electronic record of the fuel filled into the vehicle. The electronic record must include date and place of the refuelling, type of fuel, quantity, price per litre at the time of refuelling, and registration number of refuelled EUMM vehicle as minimum information.
- 13.4 Detailed re-fuelling information (in digital format) shall be made available to the EUMM's Fuel & Fleet Management system. Information shall include, but not being limited to, the following:
- a) DATE AND PLACE OF REFUELING
 - b) REGISTRATION NUMBER OF REFUELLED EUMM VEHICLE
 - c) TYPE OF FUEL DELIVERED
 - d) QUANTITY OF FUEL DELIVERED
 - e) PRICE PER LITRE AT THE TIME OF REFUELLING

Article 16 Tax and customs arrangements

- 16.1 The delivery conditions 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 12 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

- 25.2 The petroleum products subject to this contract may be tested in accordance with the provision in accordance with Article 25 of the General Condition.

Article 26 General principles

26.1 Payments shall be made in GEL.

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 and provisional acceptance. 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 Price revision is not foreseen by this contract.

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.

29.2 The place of final acceptance of the supplies shall be:

- Fuel for EUMM Vehicles: at the Contractor's fuel distribution points as set out in Annex II+III and simultaneously on the EUMM account at the supplier's webpage;
- Generator diesel: at EUMM Georgia warehouse in Tbilisi and at EUMM Field Offices at Gori, Zugdidi.

29.3 The Contractor shall bear all risks relating to the supplies until delivery at destination. The supplies shall be stored so as to prevent their damage or deterioration in transit to their destination.

29.4 The delivery of generator diesel 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. The delivery of the car petrol and diesel shall take place seven days per week.

No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11 for supplies included in this contract, upon the execution of each Order Form.

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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