



## EUROPEAN UNION RULE OF LAW MISSION IN KOSOVO

### EULEX KOSOVO

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### Clarification NUMBER 1

### **PUBLICATION REFERENCE: PROC/220/10/Upgrade of IPU Camps**

(EuropeAid/130572/M/WKS/XK)

#### **1. Questions regarding Part B; Draft Contract, General and Special Conditions of the Contract and Annexes**

No	Reference	Clarifications
1	<b>The general conditions and special conditions of the contract are not negotiable.</b>	<p>Any request at the time of tendering (with the offer), i.e. after the deadline for submission of offers, to negotiate or amend the general and special conditions would lead to the rejection of the entire offer in accordance with article 22.1 of the instructions to tenderers.</p> <p>Any request to negotiate the general and special conditions after the award approval i.e. any refusal to sign the contract without amendments, would lead to the application of the provisions of article 26.2. of the instructions to tenders. i.e.</p> <p><i>If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.</i></p>
2	<b>Financial offers must be calculated on a basis of DDU.</b> DDU (delivered duty unpaid)> - Incoterms 2000 International Chamber of Commerce - <a href="http://www.iccwbo.org/incoterms/id3040/index.html">http://www.iccwbo.org/incoterms/id3040/index.html</a>	<p>The use of other Incoterms than DDU, would lead to the entire offer being rejected as administratively non-compliant, in accordance with article 22.1 of the instructions to tenderers.</p>

3	<p><b>Clarification concerning payments of “Other Unforeseen Works”.</b></p> <p>(in accordance with the respective % stated in the Bill of Quantities).</p>	<p><i>Clarification to be integrated in the special conditions of the contract.</i></p> <p>The contractor will calculate and present the amount for each item, based on the quantities of materials and works presented in the Volume 4 “Bill of Quantities”.</p> <p>The unit prices for the “Other Unforeseen Works” which maximum % are respectively mentioned in the “Bill of Quantities”, and that may be requested by the Supervisor, shall be derived from the Unit Prices mentioned in the Bill of Quantities, for similar types of works/items.</p>
4	<p><b>Clarification concerning Delayed payments.</b></p>	<p><i>Clarification to be integrated in the special conditions of the contract under article 53. Delayed Payments.</i></p> <p>Default interest shall be calculated:</p> <ul style="list-style-type: none"> <li>- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published each month in the Official Journal of the European Union, C series, (<i>payments are in euro</i>),</li> </ul> <p>on the first day of the month in which the deadline expired, plus three and a half percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline and the date on which the Contracting Authority's account is debited.</p>

**All other terms and conditions of the Tender Dossier remain unchanged. The above alteration and /correction to the Tender Dossier is integral part of the Tender Dossier.**

**Please regularly check EULEX Website where additional clarifications may be published until the 12<sup>th</sup> of November 2010. <http://www.eulex-kosovo.eu/en/tenders/059-upgrade-ipu-camps.php>**

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