



## EUROPEAN UNION RULE OF LAW MISSION IN KOSOVO

### EULEX KOSOVO

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### CLARIFICATIONS (1)

#### **PUBLICATION REFERENCE: EuropeAid/130169/D/SUP/XK Framework Contract for the Supply of Tyres No 2**

#### **1. Questions regarding Part A: Instructions to Tenderers and Part B: Draft Contract, General and Special Conditions of the Contract and Annexes**

No	Reference	Clarifications
1	Eligibility of prospective tenderers	Participation in tendering is open to all legal persons participating either individually or in a grouping (consortium) of tenderers which are established in a Member State of the European Union, in an official candidate country, or a country that is a beneficiary of the Instrument for Pre-Accession Assistance, in a Member State of the European Economic Area, a country of the Western Balkans region or a contributing third State, as authorized by Council Joint Action 2008/124/CFSP of 04 February 2008 on EULEX KOSOVO. The participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the framework contract is financed.
2	Origin of the supplies	The rule of origin has been derogated.
3	The general conditions and special conditions of the contract are not negotiable.	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 20.1 of the instructions to tenderers.  Any request to negotiate the general and special

		<p>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 21.6 of the instruction to tenders. i.e.</p> <p><i>If the successful tenderer 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>
	<p><b>Financial offers must be calculated on a basis of DDU.</b></p> <p>DDU (delivered duty unpaid)&gt; - 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>	<p>The use of other Incoterms than DDU, would lead to the entire offer being rejected as administratively noncompliant, in accordance with article 20.1 of the instructions to tenderers.</p>

**EoT**