



**EUROPEAN UNION RULE OF LAW MISSION IN KOSOVO EULEX KOSOVO**

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**Publication reference: PROC/SALE/002/2015**

**SUBJECT: Public Auction/Sale of EULEX Property**

**Invitation to Bid for “Sale of EULEX Vehicles”**

Pristina, 20 November 2015

Dear Madam/Sir,

The European Union Rule of Law Mission in Kosovo (EULEX) intends to conduct a public auction for the sale of “vehicles” as described in the Bidding Documents.

The Bidding Documents include:

- A. Instructions to Bidders
- B. Bid Submission Form
- C. Financial Offer Form
- D. Bid Guarantee Form
- E. List of Assets
- F. Draft Bill of Sale

The Bid must be received at the below mentioned address no later than **Monday, 21 December 2015, at 15:00 hrs**, in a sealed envelope and marked as follows:

**\*\*\*\*\* BID-DO NOT OPEN \*\*\*\*\***

**EULEX Kosovo – Procurement Section  
Ndërtesa Farmed  
“Muharrem Fejza” p.n.  
Lagja e Spitalit, P.O. Box 268  
10000 Pristina, Kosovo**

**EULEX call for bids EULEX/PROC/SALE/002/2015.**

Deadline to submit Bids: **Monday, 21 December 2015, at 15:00 hrs.** Any bid received after this deadline will be rejected.

Please address all your queries by e-mail only to [procurement@eulex-kosovo.eu](mailto:procurement@eulex-kosovo.eu) as specified in Article 4 of the Instructions to Bidders.

**1.        GENERAL**

- 1.1.     The subject of this public auction is the sale of "Vehicles" (see Annex E "List of Assets" of the Bidding Dossier for the relevant description and the quantities of items).
- 1.2.     This Invitation to Bid ("ITB") is open to all eligible Bidders as defined in Section 1.3.
- 1.3.     Participation in the public action is open on equal terms to all natural persons who are nationals of and legal persons 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 as amended.

EULEX Mission members are not eligible to participate in this Public Auction.

- 1.4.     The items are being sold only in lots and on an "**as is, where is**" basis with the warranty that EULEX owns the property and has the right to sell it, without recourse to guaranties/warranties expressed or implied of any other kind. Furthermore, successful Bidder(s) is/are responsible for all costs, including, but not limited to, the customs clearance, transportation, removal and disposition of the items, in accordance with all local and international laws and regulations.
- 1.5.     This ITB contains no contractual offer of any kind. Any bid submitted will be regarded solely as an offer by the Bidder, not an acceptance by EULEX of the Bidder's offer. No contractual relationship will exist, except pursuant to written agreement arising out of a successful bid.

**2.        PRIVILEGES AND IMMUNITIES**

- 2.1.     Nothing in or relating to this ITB and any subsequent agreement shall be deemed as a waiver of the privileges and immunities that EULEX and its Head of Mission enjoy pursuant to UNMIK Executive Decision No 2008/36 of 9 December 2008.

**3.        COST OF BIDDING**

- 3.1.     The Bidder shall bear all costs associated with the preparation and submission of its bid. EULEX will in no case be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

**4.        INQUIRES AND CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1.     Inquires relating to this ITB shall be addressed in writing and sent to Procurement Unit to the email address [procurement@eulex-kosovo.eu](mailto:procurement@eulex-kosovo.eu) no later than **Monday, 30 November 2015, at 17:00 hrs** (Central European Time), namely 2 (two) days from the inspection of items for sale.
- 4.2.     EULEX shall publish on its website **answers** to clarifications received no later than **Thursday, 10 December 2015**.

**5.        AMENDMENTS TO BIDDING DOCUMENTS**

- 5.1.     At any time prior to the deadline for submission of bids, EULEX may modify the Bidding Documents by an amendment. Such amendments will be published on the EULEX website.

- 5.2. In order to provide Bidders reasonable time for incorporating amendments of the Bidding Documents into their bid, EULEX may, at its discretion, extend the deadline for the submission of bids.

## **6. LANGUAGE OF BID**

- 6.1. The bid prepared by the Bidders, as well as all correspondence, must be in the English language.

## **7. BID PRICE**

- 7.1. The bid prices must be expressed in Euro currency only.
- 7.2. The bid shall remain valid and open for acceptance for a period of sixty (60) days from the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity period as stipulated above.

The bid guarantee will be released at the latest within 45 days of the expiry of the bid validity period.

- 7.3. EULEX is exempt from taxes and duties and the bid price must be exclusive of any taxes and duties, including, but not limited to, those charged by the local or international customs offices.
- 7.4. This Public Auction Procedure is divided into forty (40) lots. Each lot consists of one (1) vehicle. The Bidder may submit a bid for one lot, several or all of the lots;
- 7.5. Bidders are reminded that the **Minimum Reserve Price for each lot is stipulated in Annex E - List of Assets**. Bids that are lower than the minimum reserve price stipulated in Annex E will be rejected.

## **8. INSPECTION OF ITEMS FOR SALE**

- 8.1. Bidders are urged to inspect the items prior to submitting their bids, in order to verify their content, condition and other details.

8.2.

**The items will be available for inspection every day from Wednesday 25 November 2015 to Saturday, 28 November 2015 (inclusive) from 09:00 to 12:00 hrs, at the EULEX Transport Compound in Pristina – Industrial Zone.**

- 8.3. No provision will be made for any discrepancy between the information given in this ITB and the content or condition of the items offered for sale, should any Bidder choose not to inspect the items in advance of the bid submission.

## **9. BID FORMAT AND BID GUARANTEE**

- 9.1 Each bid must be placed in an opaque sealed envelope and should mention:

EULEX call for bids **EULEX/PROC/SALE/002/2015**.

Bids must be received before the deadline specified in the Auction Notice, by registered letter with acknowledgement of receipt or hand-delivered against a receipt signed by the Contracting Authority or its representative. Any bid received after the deadline will be rejected.

The envelope must comprise:

- a) The Bid Submission Form
- b) The Financial Offer for the offered lots.
- c) The Bid Guarantee using the enclosed Bid Guarantee Form in the amount of 10 % of the total bid, i.e. financial offer.

## **10. WITHDRAWAL OF BID**

- 10.1. The bid may be withdrawn on written request from the Bidder before the deadline to submit bids. Any withdrawal made thereafter will not be accepted.

## **11. LATE BIDS**

- 11.1. Any bids received after the deadline for the submission as prescribed in the Bidding Documents shall be considered late and will be rejected.

## **12. BID EVALUATION**

- 12.1. All bids will be reviewed and evaluated by EULEX in accordance with the applicable rules and procedures, as well as the conditions indicated in this ITB.
- 12.2. EULEX will communicate all Bidders of its decision within sixty (60) days of the deadline to submit bids.

## **13. RIGHT TO CANCEL THE AUCTION AND TO REJECT ALL BIDS**

- 13.1. EULEX reserves the right to annul, in whole or in part, or to suspend the bidding process and reject all bids, at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder(s).

## **14. AWARD CRITERIA**

- 14.1. The sole criteria of awarding will be the price. Each lot is awarded to the highest Bidder (price). In case of equal (financial) bids, the lot is awarded to the first-in bid as reflected in the registry of Bidders received.
- 14.2. In case of failure of the awarded Bidder because of withdrawal or non-compliance with the terms and conditions of the sale, the Lot may be awarded to the second best bid and so on. However, EULEX reserves the right without any further justification to cancel the award in case that, having failed the first bid, the second or subsequent best bid does not correspond to the realistic value of the assets.

## **15. NOTIFICATION OF AWARD TO THE SUCCESSFUL BIDDERS**

- 15.1. The awarded Bidders will be formally notified in writing within sixty (60) days after the Bid Opening Session.
- 15.2. In exceptional cases and prior to the expiry of the original Bid validity period, the Contracting Authority may ask Bidders in writing to extend this period by 30 days. Such requests and the responses to them must be made in writing. Bidders that agree to do so will not be permitted to modify their bids and they are bound to extend the validity of their bid guarantees for the revised period of validity of the bid. If they refuse, without forfeiture of their bid guarantees, their participation in the auction procedure will be terminated.
- 15.3. The successful Bidder(s) will be bound by its bid(s) for a further period of 30 days. The further period is added to the validity period irrespective of the date of notification.

## **16. PAYMENT TERMS**

- 16.1. Payments will be made in the Bank account specified in the Notification Letter within a maximum period of ten (10) working days from the receipt of the Notification Letter. Failure to do this will result in the seizure of the bid guarantee and the Lot will be awarded to the second best bid and so on.
- 16.2. The bid guarantee will be returned in a maximum period of ten (10) working days from the effective date of payment.

## **17. BILL OF SALE**

- 17.1. Within fifteen (15) days of effective payment the Contracting Authority shall issue the corresponding Bill of Sale. The Bill of Sale will include, inter alia, list and describe the assets sold and the agreed sale price as shown in the Financial Offer.

## **18. REMOVAL OF THE ASSETS ITEMS**

- 18.1. The successful Bidder ("Purchaser") acknowledges that upon receipt of the Bill of Sale, the title to the items passes to the Purchaser. All handling thereafter shall be at the expense and risk of the Purchaser.
- 18.2. The Purchaser acknowledges that EULEX is unable to provide any assistance, either mechanical or manpower, for the removal of the item(s).
- 18.3. The Purchaser shall ensure that the purchased item(s) are removed from the indicated location within five (5) working days from the date of the signature of the Bill of Sale by both parties. Failure to comply, will allow EULEX the option to cancel the sale of the item(s) and regain ownership of the item(s). Additionally, the bid guarantee may be forfeited and/or the item(s) may be sold to other Bidders.
- 18.4. The Purchaser must provide EULEX with no less than a 24-hour advance notification requesting approval to enter EULEX premises to pick up the purchased item(s).
- 18.5. It is the responsibility of the Purchaser: to obtain any necessary customs clearance certificate; to pay any necessary taxes or duties of any kind; to obtain any necessary export license and permits; to address any environmental or other laws and regulations as may be required. EULEX will inform Kosovo Customs and Tax Administration about any contract of sale of property concluded after a public sale.
- 18.6. The Purchaser shall remove the purchased items from the relevant EULEX location without damage to the surrounding property, including buildings. The Bidder shall also be liable to reimburse EULEX for any damage sustained as the result of the removal of the items.

## **19. WARRANTY AND DISCLAIMER**

- 19.1. EULEX warrants only that it is the owner of the assets and that it has the right to sell them. All Bidders/Purchasers understand that all assets are sold on an "as is, where is" basis, with all faults and defects that may exist with respect to these assets. Other than the first sentence of this paragraph, EULEX makes no warranties that the assets comply with their description, are of merchantable quality, or are fit for any particular purpose. It is the Bidders/Purchasers responsibility to insure that the goods meet their requirements, without any recourse to EULEX, expressed or implied, of any kind.

## **20. APPEALS**

- 20.1. Bidders believing that they have been adversely affected by an error or irregularity allegedly committed during the award procedure, or that the procedure was vitiated by any maladministration, may file a complaint to the Contracting Authority (Head of EULEX). The Contracting Authority must reply within fifteen (15) working days of receipt of the complaint.

## ANNEX B: BID SUBMISSION FORM

Publication reference: **PROC/SALE/002/2015**

Title: **Public Auction/Sale of “40 Vehicles”**

<Place and date>

**To: Sean Kerins, Head of EULEX Mission Support Department, with address at the EULEX Kosovo, Ndertesa Farmed St. Muharrem Fejza p.n., Lagja e Spitalit P.O. Box 268, 10000 Pristina-Kosovo.**

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Having examined the Bidding Documents No. **PROC/SALE/002/2015**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to purchase and remove, as indicated below:

Lot no. [*please specify*]: [description of goods]

in conformity with the said Bidding Documents and the Bill of Sale for the sum of

Lot no. [*please specify*]: [.....] Euro

We undertake, if our Bid is acceptable, to remove the goods in accordance with the removal schedule, and as per the terms, specified in the Bidding Documents.

We represent and warrant that we are not participating, as Bidders, in more than one Bid in this bidding process.

We accept all other terms and conditions as specified in the Bidding Documents.

Yours faithfully,

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company:

**ANNEX C: FINANCIAL OFFER FORM  
(TO BE COMPLETED BY THE BIDDER)**

Publication Reference: **PROC/SALE/002/2015**

Name of Bidder: [.....]

List of Assets			Financial Offer
No	Lot No	Lot Description	Price per Lot in Euro
1	[please specify]	[please specify]	[please specify]:
<b>TOTAL:</b>			[please specify]:

**NOTE:**

The bidder may submit a tender for one lot, several or all of the lots.

The quantities indicated for different lots will be indivisible. The bidder must accept the whole of the quantity or quantities indicated for each lot. Under no circumstances must bids be considered for part of the quantities required. If the bidder is awarded more than one lot, a single bill of sale may be concluded covering all those lots.

## ANNEX D: BID GUARANTEE FORM

Specimen bid guarantee

< To be completed on paper bearing the letterhead of the financial institution >

For the attention of <Address of the Contracting Authority> referred to below as the “Contracting Authority”

<Date>

Title: Public Auction on “Sale of EULEX Vehicles”

Identification number: **PROC/SALE/002/2015**

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Bidder’s name and address> the payment to the Contracting Authority of <amount of the bid guarantee>, this amount representing the guarantee referred to in article 9 of the Instructions to Tenderers.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Bidder does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 60 days of the expiry of the bid validity period, including any extensions, in accordance with Article 15 of the Instructions to Bidders.

The law applicable to this guarantee shall be that < enter Belgium/ If the Contracting Authority is an authority in the beneficiary country: the name of the country of the Contracting Authority or the country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Belgium.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: ..... Position: .....

Signature: .....

Date:

## **ANNEX E**

### **LIST OF ASSETS**

#### **IMPORTANT NOTE:**

None of the vehicles subject of this public auction is equipped with Certificate of Conformity issued by manufacturer and therefore, it is potential buyer's sole responsibility to determine whether the vehicle might be successfully registered by the appropriate authority at its final destination".



## LOT 1

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562355
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	58335 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK ,WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (70 % of surface)



## LOT 2

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562357
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	62645 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard ( 50% of Surface)



## LOT 3

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562371
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	60549 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK ,WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	



## LOT 4

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562373
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	57300 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	



## LOT 5

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562433
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	58389 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK ,WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
Visible Damages:	
Exterior	Minor dents and scratches above the vehicle
Interior	



## LOT 6

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562437
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	61131 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (90 % of surface)



## LOT 7

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562448
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	62338 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK ,WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	Bubbles in Dashboard (60 % of surface)



## LOT 8

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562539
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	57658 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	



## LOT 9

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562552
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	53281 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK ,WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
Visible Damages:	
Exterior	
Interior	Bubbles in Dashboard (90% of surface)



## LOT 10

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562555
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	60632 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (80 % of surface)



## LOT 11

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562557
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	54383 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (70-80% of surface)



## LOT 12

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562559
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	53969 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (40 % of surface)



## LOT 13

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562562
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	49957 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	
Interior	Bubbles in Dashboard (40 % of surface)



## LOT 14

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562583
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	49521 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	



## LOT 15

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562585
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	55911 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dent and scratches
Interior	Bubbles in Dashboard (10 % of surface)



## LOT 16

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562593
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	51227 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	
Interior	Bubbles in Dashboard (10 % of surface)



## LOT 17

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562594
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	53693 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (60 % of surface)



## LOT 18

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563032
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	47159 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	



## LOT 19

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563063
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	62204 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	



## LOT 20

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563097
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	63513 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor scratches
Interior	



## LOT 21

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563117
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	36924 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
Visible Damages:	)
Exterior	Minor Scratches
Interior	



## LOT 22

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562699
Make	NISSAN
Model	PATROL
Year of Manufacturer	2008
Odometer	58191 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor scratches and dents above the vehicle
Interior	



## LOT 23

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563148
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	53309 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	



## LOT 24

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563171
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	51501 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK, WINCH
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor scratches
Interior	



## LOT 25

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562730
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	49653 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (70 % of surface)



## LOT 26

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562734
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	61851 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	Bubbles in Dashboard (60% of surface)



## LOT 27

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0562736
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	56096 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	



## LOT 28

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563282
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	53505 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL
Engine Type	DIESEL (5 GEAR)
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (30% of surface)



## LOT 29

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563178
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	46433 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	



## LOT 30

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563258
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	47629 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	



## LOT 31

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563259
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	61408 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	



## LOT 32

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563264
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	62717 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard ( 10% of surface)



## LOT 33

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563281
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	58264 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	Bubbles in Dashboard (30% of surface)



## LOT 34

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563305
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	54442 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
Visible Damages:	
Exterior	
Interior	



## LOT 35

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563306
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	46645 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (10% of surface)



## LOT 36

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563312
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	47155 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor scratches
Interior	



## LOT 37

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563322
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	52686 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	Bubbles in Dashboard (10% of surface)



## LOT 38

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563323
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	46338 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	



## LOT 39

**Minimum Reserve Price (MRP) 5,000.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563325
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	55752 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor Scratches
Interior	



## LOT 40

**Minimum Reserve Price (MRP) 4,500.00 Euros**

### Asset Description

VIN Number	JN1TESY61Z0563367
Make	NISSAN
Model	PATROL
Year of Manufacturer	2009
Odometer	60809 KM approx.
Color	DARK BLUE
Size (e.g., compact, mid-size, large)	LIGHT 4X4
Engine Capacity	2953 cm <sup>3</sup>
Engine Power (kW)	118
Seating Capacity	5+2
Transmission	MANUAL (5 GEAR)
Engine Type	DIESEL
Additional Equipment	ROOF RACK
Basic Vehicle Equipment	YES (Triangle, First Aid kit, Jack, Fire extinguisher)
<b>Visible Damages:</b>	
Exterior	Minor dents and scratches above the vehicle
Interior	Bubbles in Dashboard (10% of surface)

**ANNEX F: DRAFT BILL OF SALE**

**BILL OF SALE FOR EULEX**

**No. PROC/SALE/002/2015**

**European Union Rule of Law Mission in Kosovo (EULEX)**, with its address at EULEX KOSOVO, Ndërtesa Farmed, Lagjja e Spitalit, “Muharrem Fejza”p.n., 10000 Pristina-Kosovo, represented by the Head of Mission Support Department, Mr. Sean Kerins.

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>

[Legal status/title]<sup>1</sup>

[Official registration number]<sup>2</sup>

[Full official address]

[VAT number]<sup>3</sup>, (“the Contractor”)

of the other part,

have agreed as follows:

**Article 1**

**Recitals**

- 1.1 Pursuant to its Asset Disposal Policy, the Contracting Authority has identified surplus assets to be disposed of through Sale by Public Auction.
- 1.2 Through a process described in the Public Auction Bidding Dossier, the Purchaser has been deemed the successful Bidder and was issued a Notification of Award.
- 1.3 Purchaser has agreed to purchase the asset(s) as described in the Notification of Award (“Asset(s)”), subject to the terms and conditions of this Agreement.

**Article 2**

**Subject**

- 2.1 The Contracting Authority agrees to sell and the Purchaser agrees to purchase the Asset(s) as described below under the terms set forth in this Bill of Sale.

LOT NO.	Description
x	XXXXXXXXXXXXXXXXXXXX
x	XXXXXXXXXXXXXXXXXXXX

**Article 3 Price**

- 3.1 The total purchase price of the Asset(s) shall be Euro\_\_\_\_\_.

<sup>3</sup> where contracting party is VAT.  
EULEX Public Auction  
PROC/SALE/002/2015 - Sale of EULEX vehicles

#### **Article 4 Payments**

- 4.1 Payments shall be made in accordance with the Article 16 of Instructions to Bidders, in the Bank account specified in the Notification Letter within a maximum period of ten (10) working days from the receipt of the Notification Letter.

#### **Article 5 Language of the Contract**

- 5.1 The language used shall be English.

#### **Article 6 Disclaimer of Warranties; Limitation of Liability**

- 6.1 The Contracting Authority warrants only that it is the owner of the Asset(s) and that it has the right to sell it/them. All Asset(s) are sold on an “**as is, where is**” basis, with all faults and defects that may exist with respect to said Asset(s). Other than the first sentence of this paragraph, the Contracting Authority makes no warranties or representations, express or implied, whether of merchantability, condition, or suitability for any particular purpose or use, or otherwise.
- 6.2 Under no circumstance will the Contracting Authority be liable to the Purchaser or any other individual or entity for any direct, indirect, incidental, special or consequential damages arising out of, or relating to, the Asset(s), this Bill of Sale, and/or the transaction contemplated hereby.
- 6.3 Upon physical receipt of the Asset(s) by the Purchaser, any liability for actions or omissions, including those resulting in bodily injury or death, as a consequence of utilizing the Asset(s) shall not be borne by Contracting Authority.

#### **Article 7. Removal of Asset(s)**

- 7.1 Purchaser shall remove Asset(s), within five (5) working days from the date of the signature of the Bill of Sale by both parties, at Purchaser’s sole cost, expense, and risk, including, but not limited to, providing all equipment, labor, transportation, insurance and/or other services necessary to dismantle, remove, pack, prepare for shipment, and/or ship the Asset(s). Purchaser shall be solely responsible for any necessary registration thereof.
- 7.2 Upon the effect date of this Bill of Sale, the Purchaser agrees to accept liability for the costs of any ongoing maintenance of the Asset(s).
- 7.3 Unless otherwise detailed in Notification of Award, the Asset(s) shall be located at EULEX Main Warehouse Compound, and shall be made available to the Purchaser on the date of availability detailed the Notification of Award.

#### **Article 8. Compliance with Laws; Payment of Taxes, Customs, and/or Duties**

- 8.1 Purchaser shall obtain all licenses, permits, registrations, and approvals required by all government entities and have complied with, or shall comply with, all laws, regulations, statutes, and ordinances now or hereafter enacted.
- 8.2 Purchaser shall be solely liable for payment of any and all international, national, and local sales, use, value-added and excise taxes, any other taxes, customs, or duties of any nature whatsoever assessed upon or with respect to this Bill of Sale and the transaction contemplated hereby. Purchaser shall take full responsibility for any such payment. The Contracting Authority shall not be responsible for any such liability or payment.

## **Article 9. Indemnification and Hold Harmless**

- 9.1 Purchaser shall, at Purchaser's own expense, defend, indemnify, and hold harmless the Contracting Authority for any all suits, claims, demands and/or liability of any nature or kind, including but not limited to costs and expenses arising out of acts or omissions of the Contracting Authority, its employees, officers, agents, staff, or sub-contractors, with regards to the performance, implementation and execution of this Bill of Sale the transaction contemplated hereby. This Indemnification and Hold Harmless provision shall extend, inter alia, to any and all claims and/or liability, and shall survive beyond the date of signing of this record.
- 9.2 Purchaser shall defend at its own expense, indemnify, and hold harmless the Contracting Authority for any violation or alleged violation of any Applicable Laws.

## **Article 10. Termination**

- 10.1 The Contracting Authority shall have the right to terminate this Bill of Sale, in the good faith and exclusive judgment of the Contracting Authority, if any illegal, corrupt, or fraudulent practices are associated with participation in bidding process, submission of the Bid, being selected for the Notification of Award, or executing the Bill of Sale and/or the transaction contemplated hereby.
- 10.2 The Contracting Authority shall have the right to terminate this Bill of Sale if the Purchaser commits a breach of its terms.

## **Article 11. Assignment**

- 11.1 This Bill of Sale shall not be assigned or otherwise transferred by Purchaser.

## **Article 12. Binding Agreement**

- 12.1 This Bill of Sale, along with the Bidding Instructions, Bid Submission Form, List of Assets and Financial Offer ("Public Auction Dossier"), which are incorporated herein by reference, are all of the terms agreed by the Parties. Any changes to these terms must be made in writing and signed by both Parties to be effective. This Bill of Sale embodies the entire agreement between the Contracting Authority and Purchaser with respect to the Asset(s) and supersedes all prior oral and written agreements, proposals, representations, and understanding by the Parties.

## **Article 13. Force majeure**

- 13.1 Neither Party shall be considered to be in default or in breach of its obligations under the Bill of Sale if the performance of such obligations is prevented by any event of *force majeure* arising after the date of Notification of Award or the date when the Bill of Sale becomes effective, whichever is the earlier.
- 13.2 For the purposes of this Article, the term "*force majeure*" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, fires, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

## **Article 14. Dispute settlement**

- 14.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the Courts of Brussels (Belgium) , applying the Belgian Law.

This Bill of Sale will enter into force upon the date of signature by both parties.

Done in English in four originals, three originals being for the Contracting Authority and one original being for the Contractor.

<b>For the Purchaser</b>		<b>For the Contracting Authority</b>	
Name:		Name:	<b>Sean Kerins</b>
Title:		Title:	Head of EULEX Mission Support Department
Signature:	_____	Signature:	_____
Date:		Date:	



## ANNEX G: FORMS

### FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

<b>BANKING DETAILS ①</b>	
ACCOUNT NAME ②	<input type="text"/>
IBAN/ACCOUNT NUMBER ③	<input type="text"/>
CURRENCY	<input type="text"/>
BIC/SWIFT CODE	<input type="text"/> BRANCH CODE ④ <input type="text"/>
BANK NAME	<input type="text"/>
<b>ADDRESS OF BANK BRANCH</b>	
STREET & NUMBER	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>
<b>ACCOUNT HOLDER'S DATA AS DECLARED TO THE BANK</b>	
ACCOUNT HOLDER	<input type="text"/>
STREET & NUMBER	<input type="text"/>
TOWN/CITY	<input type="text"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>
REMARK	<input type="text"/>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory) <input type="text"/>
	SIGNATURE OF ACCOUNT HOLDER (Obligatory) <input type="text"/>

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPIY OF THE IDENTITY DOCUMENT

## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### NATURAL PERSON

#### I. PERSONAL DATA

FAMILY NAME(S) ①	<input type="text"/>		
FIRST NAME(S) ①	<input type="text"/>		
DATE OF BIRTH	<input type="text"/> DD	<input type="text"/> MM	<input type="text"/> YYYY
PLACE OF BIRTH (CITY, VILLAGE)	<input type="text"/>	COUNTRY OF BIRTH	<input type="text"/>
TYPE OF IDENTITY DOCUMENT	<input type="checkbox"/> IDENTITY CARD <input type="checkbox"/> PASSPORT <input type="checkbox"/> DRIVING LICENCE ② <input type="checkbox"/> OTHER ③ <input type="checkbox"/>		
ISSUING COUNTRY	<input type="text"/>		
IDENTITY DOCUMENT NUMBER	<input type="text"/>		
PERSONAL IDENTIFICATION NUMBER ④	<input type="text"/>		
PERMANENT PRIVATE ADDRESS	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
		CITY	<input type="text"/>
REGION ⑤	<input type="text"/>	COUNTRY	<input type="text"/>
PRIVATE PHONE	<input type="text"/>		
PRIVATE E-MAIL	<input type="text"/>		

#### II. BUSINESS DATA

If YES, please provide business data and attach copies of official supporting documents

Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?

YES  NO

BUSINESS NAME (if applicable)	<input type="text"/>
VAT NUMBER	<input type="text"/>
REGISTRATION NUMBER	<input type="text"/>
PLACE OF REGISTRATION: CITY	<input type="text"/>
COUNTRY	<input type="text"/>

DATE	<input type="text"/>
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SIGNATURE	<input type="text"/>
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① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country.

⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	<input type="text"/> <input type="text"/> <input type="text"/>		
BUSINESS NAME (if different)	<input type="text"/> <input type="text"/>		
ABBREVIATION	<input type="text"/>		
LEGAL FORM	<input type="text"/>		
ORGANISATION TYPE	FOR PROFIT <input type="checkbox"/>		
	NON FOR PROFIT <input type="checkbox"/>	NGO ②	YES <input type="checkbox"/> NO <input type="checkbox"/>
MAIN REGISTRATION NUMBER ③	<input type="text"/>		
SECONDARY REGISTRATION NUMBER (if applicable)	<input type="text"/>		
PLACE OF MAIN REGISTRATION	CITY	<input type="text"/>	
	COUNTRY	<input type="text"/>	
DATE OF MAIN REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	DD	MM	YYYY
VAT NUMBER	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/> <input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
		CITY	<input type="text"/>
COUNTRY	<input type="text"/>	PHONE	<input type="text"/>
E-MAIL	<input type="text"/>		

DATE
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STAMP
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SIGNATURE OF AUTHORISED REPRESENTATIVE
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① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.



## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/library/contracts\\_grants/info\\_contracts/privacy\\_statement\\_en.pdf](http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### PUBLIC LAW BODY ①

OFFICIAL NAME ②	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
MAIN REGISTRATION NUMBER ③	<input type="text"/>		
SECONDARY REGISTRATION NUMBER (if applicable)	<input type="text"/>		
PLACE OF MAIN REGISTRATION	CITY <input type="text"/>	COUNTRY	<input type="text"/>
DATE OF MAIN REGISTRATION	<input type="text"/> DD	<input type="text"/> MM	<input type="text"/> YYYY
VAT NUMBER	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
		CITY	<input type="text"/>
COUNTRY	<input type="text"/>	PHONE	<input type="text"/>
E-MAIL	<input type="text"/>		

DATE
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STAMP
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SIGNATURE OF AUTHORISED REPRESENTATIVE
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PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (RESOLUTION, LAW, REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

- ① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② National denomination and its translation in EN or FR if existing.
- ③ Registration number in the national register of the entity.