



**European Union Advisory Mission for Civilian
Security Sector Reform Ukraine**

(EUAM Ukraine)
4 V, Volodymyrskyi Uzviz, Kyiv, Ukraine, 01001

Publication reference: AUCTION No. 2024-01-OCT

SUBJECT: Invitation to Bid for “Sale of FORD Everest SUV vehicle”

Dear Madam/Sir,

Kyiv, 23/10/2024

The EUAM Ukraine intends to conduct a public auction for the sale of a vehicle 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 **15:30h Kyiv time on Wednesday, 27 November 2024**, in a sealed envelope and marked as follows:

=====BID-DO NOT OPEN=====

Ref: AUCTION No. 2024-01-OCT, “Sale of FORD Everest SUV vehicle”
EUAM Ukraine, Annex I
Pochaininskaya 12, Kyiv, Ukraine, 04070

Any bid received after this deadline will be rejected.

Please address all your clarification queries by e-mail and not later than **18:00h Kyiv time on Tuesday, 12 November 2024** and only to tenders@euam-ukraine.eu as specified in Article 4 of the Instructions to Bidders

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Annex A INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1. The subject of this public auction is the sale of “4 off-road vehicles” (see Annex E “List of Assets” of the Bidding Dossier for the relevant description and the quantities of items) divided into lots as follows:

Lot No	Lot Description
1	FORD EVEREST SUV 2.2 Tdi 2020

- 1.2. This Invitation to Bid ("ITB") is open to all eligible Bidders as defined in Section 1.3.
- 1.3. Participation in this public auction is open to private (natural) persons and legal persons participating either individually or in a grouping (consortium) of tenderers which are established in any country or territory. The participation is also open to international organizations.
- 1.4. Participation to this public auction is excluded for personnel currently employed by EUAM Ukraine and for their family members.
- 1.5. The item is being sold on an "**as is, where is**" basis with the assurance that EUAM Ukraine 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.
- 1.6. 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 EUAM Ukraine 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 EUAM Ukraine and its Head of Mission enjoy pursuant to the Agreement between the European Union and Ukraine on the Status of the European Union Mission for Civilian Security Sector Reform Ukraine of 17 November 2014.

3. COST OF BIDDING

- 3.1. The Bidder shall bear all costs associated with the preparation and submission of its bid. EUAM Ukraine 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. Inquiries relating to this ITB shall be addressed in writing and sent to Procurement Section to the email address tenders@euam-ukraine.eu no later than 18:00h Kyiv Time on Tuesday, 12 November

2024.

4.2. EUAM Ukraine shall publish on its website (<https://www.euam-ukraine.eu/our-mission/tenders/>) the answers to clarifications no later than 18:00h Kyiv Time on Tuesday, 19 November 2024 .

5. AMENDMENTS TO BIDDING DOCUMENTS

- 5.1. At any time prior to the deadline for submission of bids, EUAM Ukraine may modify the Bidding Documents by an amendment. Such amendments will be published on the EUAM Ukraine website.
- 5.2. In order to provide Bidders with reasonable time for incorporating amendments of the Bidding Documents into their bid, EUAM Ukraine 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 UAH (Ukrainian hryvnias) currency only.
- 7.2. The **Minimum Reserve Price** per Lot is set at UAH 230,000.00 (Two hundred and thirty thousand hryvnias)
- 7.3. 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.

- 7.4. EUAM Ukraine 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.

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 between 10:00h and 12:00h Kyiv Time on Friday, 08 November 2024 in the premises of the EUAM Annex building, Pochaininskaya 12, Kyiv, 04070. Interested bidders shall inform visitor(s) by email to tenders@euam-ukraine.eu 3 days in advance with the following data; name(s) of the visitor, UKR ID card number, contact phone number.
- 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

- 9.1 Each bid must be placed in an opaque sealed envelope and should mention:
EUAM Ukraine AUCTION No. 2024-01-OCT

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 Lot

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 EUAM Ukraine in accordance with the applicable rules and procedures, as well as the conditions indicated in this ITB.
- 12.2. EUAM Ukraine 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. EUAM Ukraine reserves the right to cancel, 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 criterion for 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 noncompliance with the terms and conditions of the sale, the Lot may be awarded to the second best bid and so on. However, EUAM Ukraine 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 as long as it is not for a value lower than the minimum reserve price of UAH 230,000.00 . .

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 thirty (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. If they refuse to concur, 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 awarding the Lot to the second best bid and so on.

17. BILL OF SALE

- 17.1. Within fifteen (15) working days of effective payment the Contracting Authority shall issue the corresponding Bill of Sale. The Bill of Sale will include, inter alia, list and description of 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 EUAM Ukraine 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 EUAM Ukraine the option to cancel the sale of the item(s) and regain ownership of the item(s). Additionally, the item(s) may be sold to other Bidders.
- 18.4. The Purchaser must provide EUAM Ukraine with no less than a 24-hour advance notification requesting approval to enter EUAM Ukraine 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. EUAM Ukraine will inform Ukraine 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 EUAM Ukraine location without damage to the surrounding property, including buildings. The Bidder shall also be liable to reimburse EUAM Ukraine for any damage sustained as the result of the removal of the items.

19. WARRANTY AND DISCLAIMER

- 19.1. EUAM Ukraine 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, EUAM Ukraine 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 ensure that the goods meet their requirements, without any recourse to EUAM Ukraine, 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 Head of EUAM Ukraine. The Head of EUAM Ukraine must reply within fifteen (15) working days of receipt of the complaint.

ANNEX B: BID SUBMISSION FORM

Publication reference: **AUCTION No. 2024-01-OCT**

Title: **Sale of one FORD Everest SUV vehicle**

<Place and date>

Having examined the Bidding Documents No. AUCTION No. 2024-01-OCT , the receipt of which is hereby duly acknowledged, we, the undersigned, offer to purchase and remove

Lot 1: [description of goods]

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

UAH : [.....]

We undertake, if our Bid is accepted, 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:

This tender includes the following annexes:

[Numbered list of annexes with titles]

ANNEX C: FINANCIAL OFFER FORM

Publication Reference: AUCTION No. 2024-01-OCT

Name of Bidder: [.....]

List of Assets			Financial Offer
No	Lot No	Lot Description	Price (UAH)
1	1	FORD Everest SUV 2.2 Tdi	
		Total:	

NOTE:

The bidder may submit a tender for the whole lot only.

The quantities indicated for the lot will be indivisible. The bidder must accept the whole of the quantity or quantities indicated for each lot. Under no circumstances will bids be considered for part of a lot or of the quantities included in the lot.

ANNEX E: LIST OF ASSETS

(please find the Annex attached to the Bidding Documents)

Technical Data:

Vehicle: Ford Everest 2.2 Tdi SUV

Year of Production: 2020

VIN: MNCAXXMAWALY52009

Kilometers: 24650 km

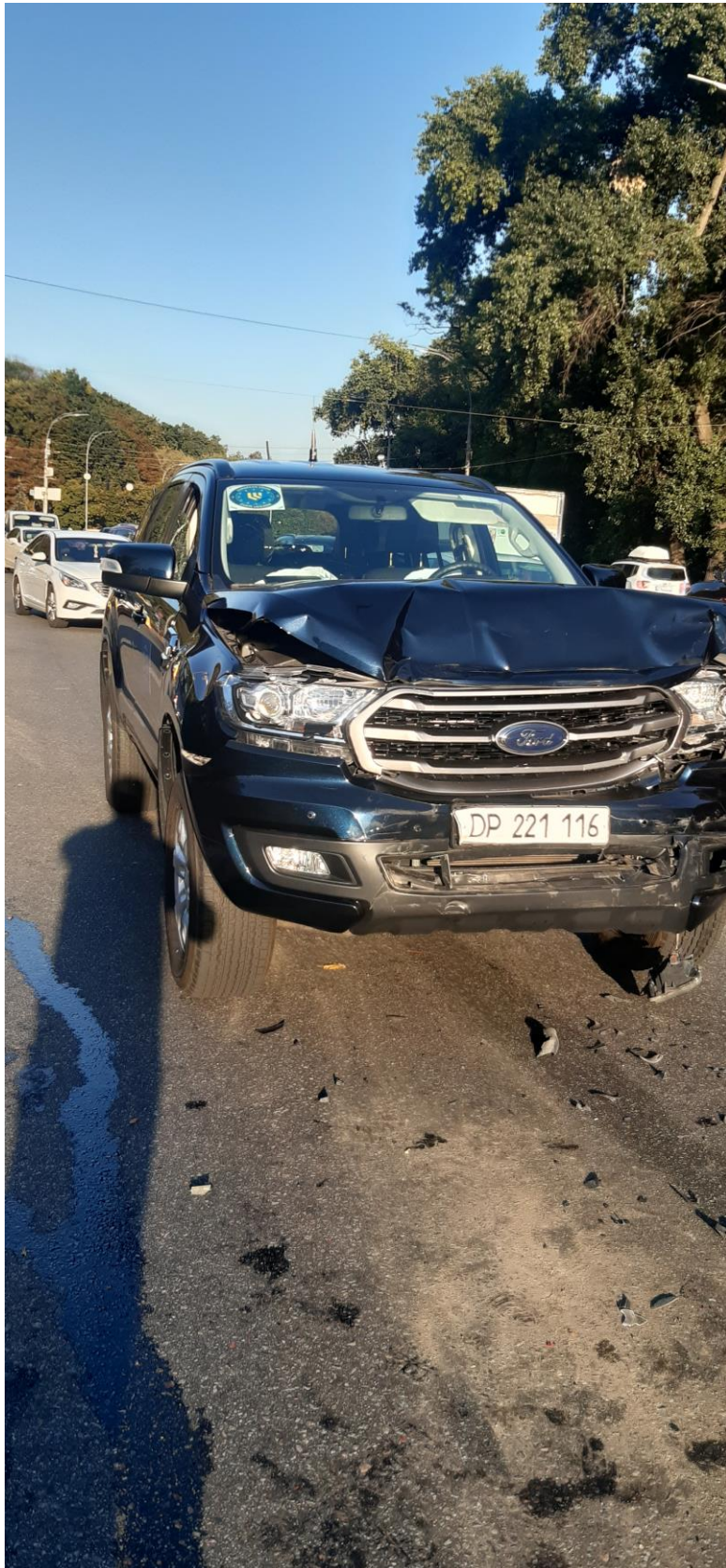
Vehicle is damaged, but operational and was driven to the current parking location.

List of damaged parts requiring replacement according to the official Ford dealer's assessment:

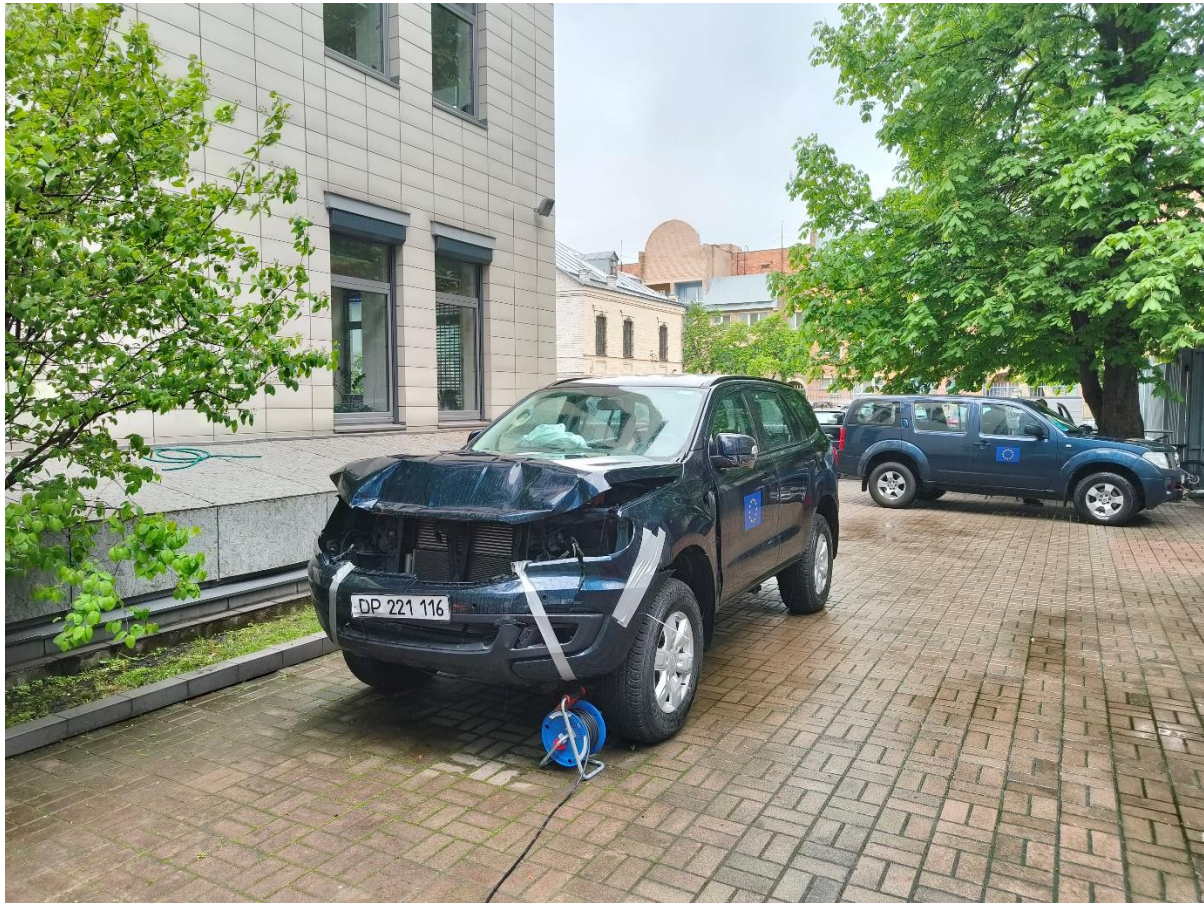
№	Катал.№	Товар	Од.	Кільк.
1		Лакофарбувальні матеріали	компл	7
2		Витратні матеріали	компл	8
3		Скло лобове "EVEREST TEC 2015-"	шт	1
4		Решітка радіатора "EVEREST TEC 2015-"	шт	1
5		Фара гол. світла у зборі ліва "EVEREST TEC 2015-"	шт	1
6		Фара гол. світла у зборі права "EVEREST TEC 2015-"	шт	1
7		Дефлектор радіатора нижній "EVEREST TEC 2015-"	шт	1
8		Дефлектор радіатора правий "EVEREST TEC 2015-"	шт	1
9		Конденсатор сист. кондиц. повітря "EVEREST TEC 2015-"	шт	1
10		Датчик системи паркування "EVEREST TEC 2015-"	шт	1
11		Радіатор системи охолодження "EVEREST TEC 2015-"	шт	1
12		Радіатор інтеркулера "EVEREST TEC 2015-"	шт	1
13		Кожух вентилятора сист. охол. "EVEREST TEC 2015-"	шт	1
14		Опора кузова гумова "EVEREST TEC 2015-"	шт	1
15		Опора кузова гумова верхня "EVEREST TEC 2015-"	шт	1
16		Наповнювач пер. бампера "EVEREST TEC 2015-"	шт	1
17		Решітка пер. бампера "EVEREST TEC 2015-"	шт	1
18		Бампер передній "EVEREST TEC 2015-"	шт	1

19		Облицювання пер. бампера "EVEREST TEC 2015-"	шт	1
20		Кронштейн протитум. ліхтаря "EVEREST TEC 2015-"	шт	1
21		Капот без петель Ranger 2011-	шт	1
22		Петля капоту ліва "Ranger	шт	1
23		Петля капоту права "Ranger	шт	1
24		Замок капоту	шт	1
25		Накладка замка капоту	шт	1
26		паски безпеки передні	шт	2
27		Блок керування AIR BAG	шт	1
28		Датчик температури повітря	шт	1
29		Датчик подушки безпеки "Transit 2019- (TTS)"	шт	1
30		Подушки безпеки водія кермо	шт	1
31		Подушка безпеки колін водія "Ranger 2019-"	шт	1
32		Подушка безпеки переднього пасажирів "Ranger 2019-"	шт	1
33		Панель приладів (торпедо)	шт	1
34	A20	БАМПЕР ПЕРЕДНІЙ - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	1
35	A30	БАМПЕР ПЕРЕДНІЙ - РОЗБІР/ЗБИР.(пф,омивачі,решітка парктронік)	норм/год	1,5
36	M10	БАМПЕР ПЕРЕДНІЙ - ФАРБУВАННЯ (НОВА ДЕТАЛЬ)	норм/год	3
37	P10	БАМПЕР ПЕРЕДНІЙ - ПОЛІРУВАННЯ	норм/год	0,8
38	A220	ПІДКРИЛОК ПЕРЕДНІЙ ПРАВА СТОРОНА - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,2
39	A170	ПІДКРИЛОК ПЕРЕДНІЙ ЛІВА СТОРОНА ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,2
40	A660	ФАРА В ЗБОРІ (ЛІВА СТОРОНА) - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,2
41	A670	ФАРА В ЗБОРІ (ПРАВА СТОРОНА) - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,2
42	A430	СКЛО ВІТРОВЕ - ЗАМІНА	норм/год	5
43	A1170	ПЕТЛІ КАПОТА (2 ШТ.) - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,5
44	5299914141	ПЕТЛІ КАПОТА (2 ШТ.) - ФАРБУВАННЯ	норм/год	1,6
45	A130	КАПОТ - ЗНЯТТЯ/ВСТАНОВЛЕННЯ	норм/год	0,6
46	ZA1081	КАПОТ - РОЗБИРАННЯ І ЗБИРАННЯ	норм/год	0,6
47	M100	КАПОТ- ФАРБУВАННЯ (НОВОЇ ДЕТАЛІ)	норм/год	4
48	P30	КАПОТ - ПОЛІРУВАННЯ	норм/год	1,2
49	A1550	РЕМІНЬ БЕЗПЕКИ ВОДІЯ - ЗНЯТТЯ/ВСТАНОВЛЕННЯ	норм/год	1,2
50	A1570	РЕМІНЬ БЕЗПЕКИ ПАСАЖИРА ЗНЯТТЯ/ВСТАНОВЛЕННЯ	норм/год	1,2
51	A1580	БЛОК КЕРУВАННЯ (AIR BAG) - ЗНЯТТЯ-ВСТАНОВЛЕННЯ	норм/год	2
52	B1450	ПЕРЕВІРКА ЕЛЕКТРООБЛАДНАННЯ	норм/год	1,5
53	з126110	Електропроводка, РЕМОНТ	норм/год	2
54	B100VD-N000001100038	КРИЛО ПЕРЕДНЄ ПРАВЕ - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,8
55	M180	КРИЛО ПЕРЕДНЄ ПРАВЕ - ФАРБУВАННЯ (НОВА ДЕТАЛЬ)	норм/год	3
56	P50	КРИЛО ПЕРЕДНЄ ПРАВЕ - ПОЛІРУВАННЯ	норм/год	0,8
57	A160	КРИЛО ПЕРЕДНЄ ЛІВЕ - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,8
58	M140	КРИЛО ПЕРЕДНЄ ЛІВА СТОРОНА - ФАРБУВАННЯ	норм/год	3

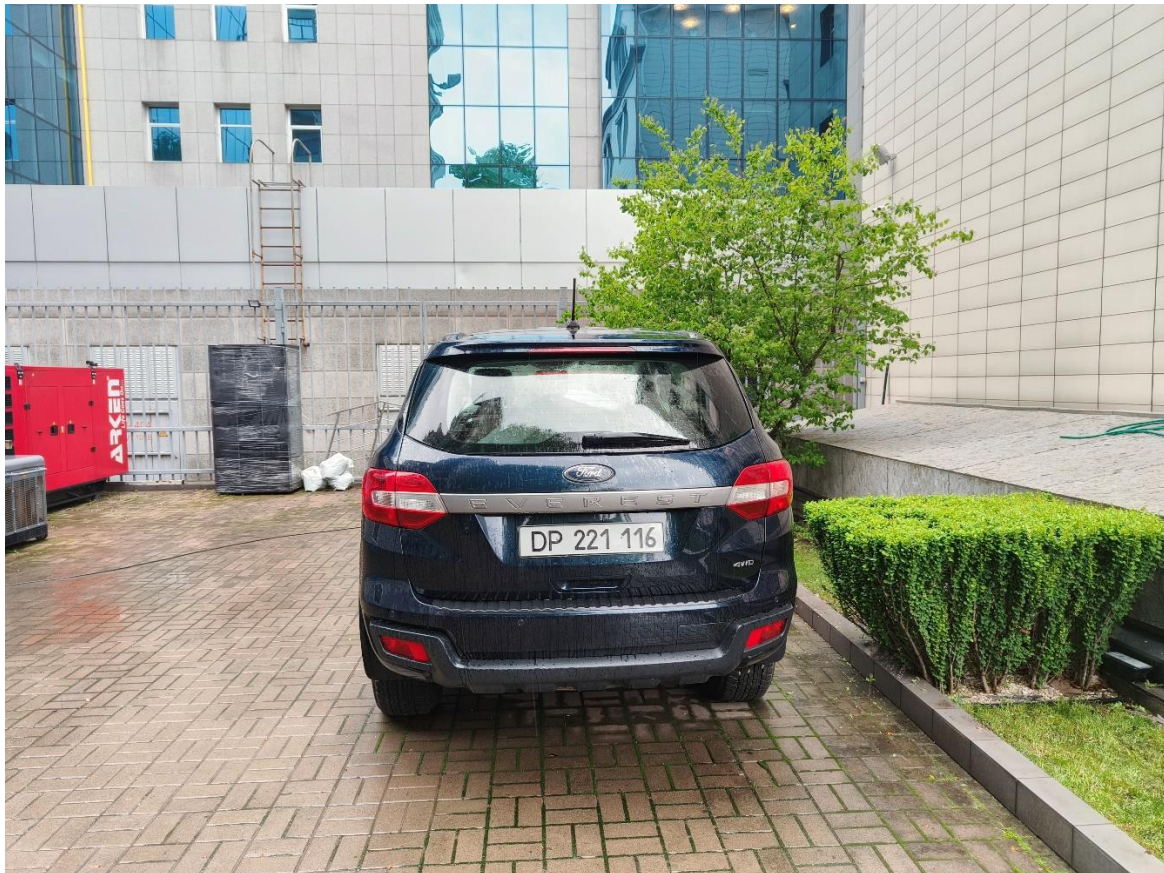
59	П40	КРИЛО ПЕРЕДНЄ ЛІВЕ - ПОЛІРУВАННЯ	норм/год	0,8
60	B200VD-N000000000 011	ДВЕРІ ПЕРЕДНІ ЛІВІ - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,8
61	A260	ДВЕРІ ПЕРЕДНІ ЛІВІ - РОЗБИРАННЯ /ЗБИРАННЯ ПІД ФАРБУВАННЯ	норм/год	2
62	П60	ДВЕРІ ПЕРЕДНІ ЛІВІ - ПОЛІРУВАННЯ	норм/год	0,8
63	B200VD-N000000000 006	ДВЕРІ ПЕРЕДНІ ПРАВІ - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	0,8
64	A280	ДВЕРІ ПЕРЕДНІ ПРАВІ - РОЗБИРАННЯ /ЗБИРАННЯ ПІД ФАРБУВАННЯ	норм/год	2
65	а125639	ДВЕРІ ПЕРЕДНІ ПРАВІ - ПОЛІРУВАННЯ	норм/год	0,8
66	ZA1027	ВИРІВНЮВАННЯ ПЕРЕХОДУ КОЛЬОРУ двері пл	норм/год	2
67	ZA1004	ВИРІВНЮВАННЯ ПЕРЕХОДУ КОЛЬОРУ двері пл	норм/год	2
68	ZA949	ПОСТАНОВКА АВТОМОБІЛЯ НА СТАПЕЛЬ	норм/год	2
69	B1250	УСУНЕННЯ ПЕРЕКОСУ ОТВОРУ КАПОТА	норм/год	6,8
70	1225225467	ГЕРМЕТИЗАЦІЯ ШВІВ	норм/год	3
71	543	АНТИКОР ОБРАБОТКА	норм/год	0,5
72	B540	ПАНЕЛЬ ПЕРЕДНЯ - ЗАМІНА	норм/год	12
73	P0	ПАНЕЛЬ ПЕРЕДНЯ - ФАРБУВАННЯ	норм/год	3
74	A1290	РАДІАТОР СИСТЕМИ ОХОЛОДЖЕННЯ - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	1,3
75	A1310	РАДІАТОР КОНДИЦІОНЕРА - ЗНЯТТЯ І ВСТАНОВЛЕННЯ	норм/год	1,2
76	242541	Радіатор - зняття та	норм/год	1
77	4545765765	БРИЗКОВИК ПЕРЕД ЛІВИЙ - РЕМОНТ (СКЛАДНИЙ)	норм/год	14
78	67767987698	БРИЗКОВИК ПЕРЕД ПРАВИЙ - РЕМОНТ (СКЛАДНИЙ)	норм/год	14
79	а000125905 ааа000124	БРИЗКОВИК ПЕРЕДНІЙ ЛІВИЙ - ФАРБУВАННЯ	норм/год	3
80	454534534253	БРИЗКОВИК ПЕРЕДНІЙ ПРАВИЙ - ФАРБУВАННЯ	норм/год	3
81	A1520	ПАНЕЛЬ ПРИЛАДІВ (ТОРПЕДО)-ЗАМІНА	норм/год	9
82	B1820	СЛЮСАРНІ РОБОТИ розбирання підкапотного	норм/год	6
83	X60	ДВИГУН (У ЗБОРІ) ЗНЯТТЯ /ВСТАНОВЛЕННЯ	норм/год	15,1
84	Ф1	ПІДБІР КОЛЬОРУ №1	норм/год	1,2
85	МП10	МИЙКА АВТОМОБІЛЯ (ТЕХНОЛОПЧНА)	норм/год	0,3
86	МП30	МИЙКА ЗОВНІШНЯ ДЛЯ АВТО З КУЗОВАМИ WAGON, (після кузовного ремонту)	норм/год	1,4













ANNEX F: DRAFT BILL OF SALE

BILL OF SALE FOR EUAM UKRAINE

No AUCTION No. 2024-01-OCT

The
EUAM Ukraine, 4 V,
Volodymyrskyi
Uzviz, Kyiv, Ukraine,
01001
("the Contracting Authority")

of the one part,

and

<Full official name of Contractor>
[Legal status/title]¹
[Official registration number]
[Full official address]
[VAT number]², ("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	Lot Description
1	FORD Everest SUV 2.2 Tdi, VIN: MNCAXXMAWALY52009

Article 3 Price

3.1 The total purchase price of the Asset(s) shall be UAH _____.

Article 4 Payments

4.1 Payments shall be made by the Contractor in accordance with the Article 16 of Instructions to Bidders, in the Bank account of the Contracting Authority specified in the Notification Letter within a maximum period of ten (10) working days from the receipt by the Contractor 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 EUAM Ukraine Annex I, Pochaininska 12, Podil, Kyiv 04070 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 has 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 and 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 and 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 by the Purchaser 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, selection 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.

For the Purchaser		For the Contracting Authority	
Name:		Name:	
Title:		Title:	Head of EUAM Ukraine
Signature:	<hr/>	Signature:	<hr/>
Date:		Date:	

ANNEX G: FORMS



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

INDIVIDUAL

NAME	<input type="text"/>		
FIRST NAME	<input type="text"/>		
(NAME 2)	<input type="text"/>		
(NAME 3)	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
<small>(OFFICIAL ADDRESS = YOUR <u>PERMANENT</u> ADDRESS; GENERALLY THE ONE WHICH IS REGISTERED ON YOUR IDENTITY CARD)</small>			
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT N°	<input type="text"/>		
<small>IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT</small>			
IDENTITY CARD NUMBER	<input type="checkbox"/>	<input type="text"/>	
PASSPORT NUMBER	<input type="checkbox"/>	<input type="text"/>	
DATE OF BIRTH	<input type="text"/> <small>D D</small>	<input type="text"/> <small>M M</small>	<input type="text"/> <small>Y Y Y Y</small>
PLACE OF BIRTH	<input type="text"/>		
COUNTRY OF BIRTH	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY CARD OR PASSPORT

DATE AND SIGNATURE



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

PRIVATE COMPANY

LEGAL FORM	<input type="text"/>		
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
ADDRESS OF HEAD OFFICE / FISCAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT N° ①	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/> D D	<input type="text"/> M M	<input type="text"/> Y Y Y Y
REGISTRATION N° ②	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:

- ① A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT ② BELOW.
- ② A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

PUBLIC ENTITY

LEGAL FORM	<input type="text"/>		
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN / CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT N°	<input type="text"/>		
<small>IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT</small>			
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<small>D D</small>	<small>M M</small>	<small>Y Y Y Y</small>
REGISTRATION N°	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED, SIGNED, STAMPED AND RETURNED TOGETHER WITH:
- A COPY OF THE RESOLUTION, LAW, DECREE OR DECISION ESTABLISHING THE ENTITY IN QUESTION;
- OR, FAILING THAT, ANY OTHER OFFICIAL DOCUMENT ATTESTING TO THE ESTABLISHMENT OF THE ENTITY BY THE NATIONAL AUTHORITIES

DATE	STAMP
NAME + FUNCTION OF AUTHORISED REPRESENTATIVE	
SIGNATURE	