# DRAFT FRAMEWORK CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No EUMM-22-8161

**financed from the general budget of the Union  
  
Framework Contract for Supply** **and Delivery Drinking Water and Dispensers for EUMM Mission**

The European Union Monitoring Mission in Georgia (EUMM)

64A, I. Chavchavadze Avenue,

Tbilisi 0179, Georgia

Georgia ("The Contracting Authority"),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-2)

[<Official registration number>][[2]](#footnote-3)

<Full official address>

[<VAT number>][[3]](#footnote-4), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT** **CFSP/2020/40/EUMM Georgia**

|  |  |
| --- | --- |
| **Framework Contract for Supply and Delivery Drinking Water and Dispensers for EUMM Mission** |  |

**Identification number EUMM-22-7953**

**Article 1 Subject**

1.1 The subject of this framework contract shall be supply and delivery of drinking water and dispensers to the EUMM, Georgia as well the maintenance services of water dispensers. Descriptions of products with estimated quantities and required services are given in the Annex II+III.

1.2 Delivery shall take place by the Contractor within:

* 3 (three) business days during the normal working hours (from 09:00 till 16:00) after the receipt of the order by the Contracting Authority in Tbilisi.
* 12 (twelve) business days during the normal working hours (from 09:00 till 16:00) after the receipt of the order by the Contracting Authority in Gori.
* 7 (seven) business days during the normal working hours (from 09:00 till 16:00) after the receipt of the order by the Contracting Authority in Zugdidi.

1.3 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex. and the Incoterm applicable shall be DDP[[4]](#footnote-5). The implementation period of tasks shall run from signature of the contract by both parties with the duration of 24 months (both dates included),

It should however be noted that the performance of this contract is subject to and conditional upon i) the signature of a Contribution Agreement between the European Union and the EUMM Georgia covering the period onwards from 14 December 2022, as well as (ii) the availability of funds in the relevant budget line(s).

1.4 This Framework contract will be executed on a need basis, based on written order submitted by EUMM representative as identified in Article 4 of the Special Conditions via e-mail. Time limit for delivery of drinking water shall be as indicated in art 1.2.

1.5 The Contractor shall comply strictly with the terms of the Special Conditions and   
 the technical annexes. The quantities specified in ANNEX II+III are only indicative items. The contractor shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the contracting authority decides NOT to purchase ANY of these items.

The overall financial ceiling is the maximum budget available for this framework contract as expressed in Article 3.1 below.

1.6 The Contracting Authority may also happen to order drinking water and dispensers that are not included in the provided list of items; in these cases, the Project Manager of the Contracting Authority reserves the right to assess the reasonableness of the unit price quoted by the Contractor based on the current market prices in Georgia. When the unit price quoted is accepted, the items with its price will be added on the Quoted List and have the same regime as the items listed and accepted from the Contractor’s financial offer. If a quoted price is not acceptable to the Contracting Authority, the latter reserves the right to purchase the items from an alternative source

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, a certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

**Article 3 Price**

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be GEL.

The Contracting Authority is under no obligation to spend all these funds if the Contracting Authority – in its sole and absolute discretion – determines that such spending is not necessary.

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

EUMM is exempt from all taxes (including VAT), customs or import duties and other fiscal charges having equivalent effect, in respect of any goods to be supplied under this contract. All such goods must be delivered according to the DDP Incoterms regime.

**Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* [specified forms and other relevant documents (Annex V)];

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

**Article 5 Other specific conditions applying to the contract**

For the purpose of Article 44 of the General Conditions, the data protection notice is available at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General> ]

Done in English in three originals: two originals being for the Contracting Authority one original being for the Contractor.

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| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-2)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-3)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-4)
4. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-5)