**DRAFT CONTRACT**



SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No EUMM-23-8479

**financed from the general budget of the Union**

European Union Monitoring Mission in Georgia (EUMM)

64a I. Chavchavadze Avenue

Tbilisi 0179, Georgia

("The Contracting Authority"),

of the one part,

and

<Full official name of contractor>

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

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

<Full official address>

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

of the other part,

have agreed as follows:

**PROJECT: CFSP/2022/38/EUMM Georgia**

**Framework Contract for the Supply of Patrol Clothing and Protective Work Clothing to EUMM Georgia**

**Identification number EUMM-23-8479**

**Article 1 Subject**

* 1. The subject of the contract shall be supply and delivery of tools and warehouse equipment as described in ANNEX II+III (technical Specifications + Technical Offer), in three lots:

Lot 1 – Patrol clothing and insignias with EUMM and EU flag logo

Lot 2 – New design vests with EUMM logo reflective

Lot 3– Personnel protective clothing

* 1. The quantities estimated and specified in ANNEX II +III are only indicative quantities and do NOT compel the Contracting authority to buy any of them. The Contracting authority may at its own discretion purchase fewer or more quantities that those estimated quantities per item, overall financial ceiling being the maximum budget available for this Framework Contract as expressed in article 3.1 below.

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 to purchase fewer or more quantities than the indicative ones specified per item in Annex II + III and/or in case the Contracting authority decides not to purchase any of these quantities.

The Contracting Authority may also happen to order tools and equipment that are not included in ANNEX II+III; in such 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 item with its price will be added to the Contract 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 item from an alternative source.

* 1. The framework contract is concluded for a period of two years (24 months) from the date of its signature by both parties.

It should however be noted that the performance of this contract after 14 December 2024 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 2024, as well as (ii) the availability of funds in the relevant budget line(s).

In case of non-renewal of CSDP Mission EUMM Georgia’s mandate or lack of signing of Contribution Agreement with the European Commission, the framework contract shall be automatically terminated by the Contracting Authority. Specific contracts or purchase orders already signed and accepted by the contractor shall not be affected by the automatic termination of the framework contract and the supplies ordered shall be regularly paid by the Contracting Authority in accordance with the Article 29 of the Special Conditions.

* 1. The signature of this Framework Contract does not constitute a Contract for any of the goods listed in Article 1 above (with estimated quantities specified in ANNEX II+III). Only an **Order Form** – the template provided in **Appendix A** – shall obligate the Contracting Authority to purchase goods as identified therein.

Whenever the Contracting Authority intends to acquire products covered by the Framework Contract, it shall send to the Contractor an **Order Form** – using the template presented in **Appendix A** – detailing the type and quantity of the products wanted. The Contractor shall sign and return the order form to the Contracting Authority within 5 working days.

The time limit for delivery of goods shall be 45 (forty-five) calendar days from the date of signature of an Order Form by all parties and the Incoterm applicable shall be DDP [[4]](#footnote-4). Provisional acceptance shall take place within 30 calendar days from receipt of goods.

* 1. The place of delivery, inspection and acceptance of goods shall be EUMM Headquarters Warehouse 15 Nestan-Darejani Street (Didi Dighomi), Tbilisi, Georgia or at other addresses in Tbilisi, Georgia, which will be specified in the Order Forms.
  2. The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

**Article 2 Origin**

No restrictions whatsoever shall apply to the origins of the supplies.

**Article 3 Price**

3.1 The unit prices of the supplies shall be that shown on the financial offer (Annex IV).

The total maximum Contract value is **XXX EUR**. 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)
* Legal Entity File, Financial Identification Form and other relevant documents (Annex V);
* C 11 - Provisional acceptance form (Annex VI)

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.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | | |
|  | |  | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature:  Date: |  | Signature:  Date: |  |

**Appendix A to the framework contract Nº EUMM-23-8479**

**ORDER FORM Nº [complete]**

Governed by the provisions of the framework contract Nº EUMM-23-8479 signed on [complete date] by and between the European Union Monitoring Mission in Georgia and [complete]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| <Full official Name of the Contractor>  <Full official address>  <Business registration number>  <VAT number>[[5]](#footnote-5) | | European Union Monitoring Mission in Georgia (EUMM)  64a I. Chavchavadze Avenue  Tbilisi 0179, Georgia | | |
|  | | | | |
| Description of the supplies | Qty | | Unit Price EUR | Subtotal EUR |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
| **Total Price** (including shipping and delivery charges) | | | |  |
| Delivery schedule: **45 (forty-five) calendar days** from the date of signature of the **Order Form** by all parties. Delivery terms (DDP): *EUMM warehouse, 15 Nestan-Darejani street (Didi Dighomi), Tbilisi, Georgia or at other addresses in Tbilisi, Georgia.* | | | | |

|  |  |
| --- | --- |
| For the Contractor,  Name and title **[**complete**]**  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: | For the Contracting Authority,  Name and title **[**complete**]**  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |

# *SPECIAL CONDITIONS*

**CONTENTS**

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

Contact persons:

For the Contracting Authority

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Address: |  |
| Telephone: |  |
| E-mail: |  |

For the Contractor:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Address: |  |
| Telephone: |  |
| E-mail: |  |

**Article 7 Supply of documents**

Language of all documents shall be English.

**Article 10 Origin**

## All goods purchased can originate in any country.

**Article 11 Performance guarantee**

No performance guarantee is required.

**Article 12 Liabilities and insurance**

The Contractor shall bear all costs and risks of loss of or damage to the supplies until such time as they are delivered on DDP basis.

**Article 16 Tax and customs arrangements**

The European Union and Georgia have agreed on the status of the European Union Monitoring Mission in Georgia (SOMA - 3 November 2008) that: “EUMM Georgia, shall be exempt from all national, regional and communal dues, taxes and charges of a similar nature In respect of purchased and imported goods, services provided and Facilities used by it for the purposes of the Mission.”

EUMM Georgia 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 18 Commencement order**

The Framework Contract shall enter into force following its signature by both the Contracting Authority and the Contractor.

Under no circumstances may specific contracts be placed before the date on which the framework contract enters into force and/or after the framework contract expires.

**Article 19 Period of implementation of the tasks**

Initial period of implementation is 24 months from the commencement order.

It should however be noted that the performance of this contract after 14 December 2024 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 2024, as well as (ii) the availability of funds in the relevant budget line(s).

In case of non-renewal of CSDP Mission EUMM Georgia’s mandate or lack of signing of Contribution Agreement with the European Commission, the framework contract shall be automatically terminated by the Contracting Authority. Specific contracts or purchase orders already signed and accepted by the contractor shall not be affected by the automatic termination of the framework contract and the supplies ordered shall be regularly paid by the Contracting Authority in accordance with the Article 29 of the Special Conditions.

**Article 24 Quality of supplies**

The supplies must comply fully with the technical specifications set out in the Annex II+III (technical Specifications + Technical Offer) and conform in all respects with the drawings, models, samples, measurements and other instructions.

**Article 25 Inspection and testing**

Inspection activities shall take place upon delivery of the supplies in accordance with the Article 25 of General Conditions and shall be completed within 30 days thereafter.

**Article 26 General principles for payments**

26.1 Payment shall be made in EUR for international contractors. For Georgian based contractors payments shall be made in GEL. All amounts payable shall be converted from EURO into GEL using the selling rate of the commercial bank serving EUMM Georgia, applicable on the date of the transaction.

Payments shall be made in accordance with Article 26 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

Pre-financing is not applicable to this contract.

The payments will be made after each delivery of goods based on the signed Order Form and provisional acceptance. Actual payment will be made within 30 days from the submission of admissible payment request/invoice by the Contractor to the Contracting Authority together with relevant Certificate of Provisional Acceptance (C11), in conformity with article 26 of the General Conditions. The date of payment shall be the date on which the paying account is debited.

26.9 Price revision is allowed by this contract based on the following:

26.9 a) Revision Index:

**Price revision is determined by the formula set out in Article 26.9 b)** and using the trend in the harmonised Consumer Price Index (Inflation) for Georgia (e.g. see extract named ’consumer prices in Georgia’) published on the website https://www.geostat.ge/en/modules/categories/26/cpi-inflation.

26.9 b) Price Revision:

Unit prices are fixed and not subject to revision during the first year (12 months) of the framework contract.

At the beginning of the second year, each unit price may be revised upwards or downwards at the request of one of the Parties.

Therefore, for the second year, either Party may request a price revision in writing no later than three months before the anniversary date of entry into force of the framework contract. The other Party must acknowledge the request within 14 days of receipt.

At least 10 calendar days before the anniversary date, the Contracting Authority must communicate the new index corresponding to the last full month preceding that of the anniversary date of the framework contract, or failing that, the index of the last available (published) full month. **The contractor establishes the new unit prices on this basis and communicates it as soon as possible** (and not more than 7 calendar days after receiving the index) to the Contracting Authority for verification.

The Contracting Authority purchases based on the unit prices in force at the date on which the order form enters into force.

**The price revision is calculated using the following formula:**

**Pr =Po x new index**

**base index**

where: Pr = revised price;

Po = price in the tender;

The base index = index for the month before the day on which the framework contract entered into force *(e.g in case of a signature in June 2023 and renewal of the contract – index of May 2023);*

The new index = index for last full month preceding that of the anniversary date of the framework contract or failing that, the index of the last published full month (*e.g in case of an anniversary date in June 2024 – if published, index of May 2024*).

**Article 29 Delivery**

The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

Delivery place shall be EUMM warehouse at 15 Nestan-Darejani Street (Didi Dighomi), Tbilisi, Georgia DDP[[6]](#footnote-6) or at other addresses in Tbilisi, Georgia, which will be specified in the Order Forms.

The delivery shall take place within 30 calendar days on a working day and during normal working hours of the Contracting Authority (Monday-Friday, 8:30 – 17:00).

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance (C11) for supplies included in this contract must be issued upon the execution of each Order Form, using the template provided in Annex VI.

**Article 32 Warranty obligations**

As specified in the General Conditions.

**Article 33 After-sales service**

Not required.

**Article 40 Settlement of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

**Article 44 Data protection**

# 1. Processing of personal data related to this tender procedure, launched by the CSDP Mission acting as the contracting authority, takes place in accordance with Council Decision (CFSP) 2022/2318 of 25 November 2022 amending Decision 2010/452/CFSP, which established the Mission and with the provisions of the respective contribution agreement CFSP/2022/38/EUMM Georgia concluded between the European Commission and the Mission.

# 2. The tender procedure and the resulting contract relate to the implementation of an external action funded by the EU, represented by the European Commission.

3. Your reply to the invitation to tender may involve the transfer of personal data (such as names, contact details and CVs) from the CSDP Mission (being the contracting authority), to the European Commission. In such case, personal data shall be processed solely for the purposes of the monitoring of the procurement procedure and of the execution of the resulting contract, in line with the respective contribution agreement concluded with the CSDP Mission and with the Council Decision (CFSP) 2022/2318 of 25 November 2022 amending Decision 2010/452/CFSP, which established the Mission. This is without prejudice to their possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law.

4. Details concerning the processing of your personal data by the contracting authority (theMission) are available on the Mission’s privacy statement at <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

5. The controller for the processing of personal data carried out within the contracting authority is: the Head of Mission of the CSDP Mission acting here as the contracting authority.

6. To the extent that the contract covers an action financed by the European Union, the contracting authority (the CSDP Mission) may share communications related to the implementation of the contract with the European Commission. These exchanges shall take place with the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the contribution agreement concluded with the Mission (the latter being the contracting authority for this contract).

7. These exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsels).

8. In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Mission.

9. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[7]](#footnote-7) and as detailed in the following FPI privacy statement:

https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a\_en?filename=privacy-statement-indirect-management.pdf.

\* \* \*

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. <DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)
5. Except where the Contracting party is not VAT registered. [↑](#footnote-ref-5)
6. DDP (Delivered Duty Paid)— Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-6)
7. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-7)