# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No: EUMM-23-8594

**FINANCED FROM THE GENERAL BUDGET OF THE UNION**

The European Union Monitoring Mission in Georgia (EUMM)

64a I. Chavchavadze Avenue

0179 Tbilisi 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>],

(‘the contractor’)

of the other part,

have agreed as follows:

**CONTRACT TITLE:   
Framework contract for Supply and Delivery of Fuel for EUMM Vehicles & Generators**

**Identification number: EUMM-23-8594**

**Article 1 Subject**

* 1. The subject of the framework contract shall be the supply and delivery of Fuel for EUMM Vehicles & Generators as detailed in Annex II + II (technical Specifications + Technical Offer) and in Annex IV (Budget Breakdown) of this contract.  
     The implementation period of this contract shall run from 15 December 2023 till 14 December 2024 (both dates included).

It must, however be noted that the continuation of this supply framework contract after 15 December 2024 is subject to suspension clause, pending signature of the agreement between the European Commission and the Contracting Authority; the allocation of the corresponding funds and a satisfactory Contractor’s performance as determined by the Contracting Authority in its sole discretion.

1.2 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. The 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 other type of fuel that are not included in the provided list of items/materials; in these cases, the Contract Manager of the Contracting Authority reserves the right to assess the reasonableness of the quotation made by the Contractor based on the current market prices in Georgia.. If a quotation is not acceptable to the Contracting Authority, the latter reserves the right to purchase the items/materials from an alternative source.

1.3 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 price of the supplies and services shall be that shown on the financial offer (Annex IV). The total contract price shall be **xxxxxx EUR/GEL[[3]](#footnote-3).**

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 DAP 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);

- Order form (Annex VI)

- C11 (Annex VII)

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

5.1. The contracting authority may, at its own discretion, renew this framework contract. Such renewal shall be made by mutual agreement of the parties. Any renewal will be conditioned and limited by the Mission’s mandate, the availability of corresponding budgetary funds and the satisfactory fulfilment of its obligations by the contractor. The renewal shall be done by a way of an Addendum.

5.2 The renewal as stipulated above shall be further conditioned by the extension of the mandate of the EUMM and the signing of a Contribution Agreement between the European Commission and the EUMM covering the contractual period within its maximum renewal

In case of non-extension of EUMM’s mandate or lack of signing of contribution agreement with the European Commission, the framework contract shall be automatically terminated by the Contracting Authority without obligation to respect the above notice.

Contracts on Fuel delivery already signed and accepted by the contractor shall not be affected by the automatic termination of the framework contract and the service/supplies ordered shall be regularly paid by the Contracting Authority in accordance with the Article 29 of the Special Conditions.

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 three originals: two originals being for the contracting authority one original being for the contractor.

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

4.1 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 delivery.

Contact persons:

For the contracting authority:

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

For the contractor:

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

**Article 6 Subcontracting**

Subcontracting is allowed. However, the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

**Article 10 Origin**

10.1 All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 The Contractor shall provide a performance guarantee of 5% of the amount of the contract at the signing of the **contract**. Should the contract be renewed, upon an Addendum, the duration of the performance guarantee shall be adjusted accordingly.

**Article 12 Liabilities and insurance**

The Contractor shall establish a third party liability insurance covering damages to EUMM up to 200,000.00 euro per damage event or, pending/failing that, he shall be meant to have unconditionally accepted to be self-insured without upper limit for damages to EUMM.

**Article 13 Programme of implementation of the tasks (timetable)**

13.1. The fuel will be ordered on when-needed basis by the EUMM contract manager according to the Annex VI – Supply order form.

The price offer validity will be maximum 10 working days from the submission of the quotation by the contractor. Thus, Supply order form on Fuel Delivery shall be issued within this timeframe.

13.2 The Contracting Authority shall provide the Contractor with a list of authorized EUMM duty vehicles.

13.2 At no additional cost to the EUMM, contractor shall provide electronic pay and inventory system including fueling plastic cards at the EUMM request. Minimum required features of the electronic system are:

* Refueling vehicles using electronic pay cards to each vehicle;
* Daily reporting (quantity, date, time, location) of refueling of each individual vehicle;
* Online accessibility of reports;
* Online report of balance of purchased fuel(s)
* The Contractor shall provide to the Contracting Authority electronic fuel distribution means for all duty vehicles. The mean shall bore the registration number of the vehicle and the EUMM logo printed on it. Only dedicated vehicles shall be refueled with the said electronic fuel distribution mean. The electronic fuel distribution mean will be charged as required by operational needs of the EUMM

13.3 After each refuelling of a EUMM vehicle, the driver (EUMM Staff Member) shall ensure the Contractor’s representative makes an electronic record of the fuel filled into the vehicle. The electronic record must include date and place of the refuelling, type of fuel, quantity, price per litre at the time of refuelling, and registration number of refuelled EUMM vehicle as minimum information.

13.4 Detailed re-fuelling information (in digital format) shall be made available to the EUMM’s   
 Fuel & Fleet Management system. Information shall include, but not being limited to, the   
 following:

a) DATE AND PLACE OF REFUELING

b) REGISTRATION NUMBER OF REFUELLED EUMM VEHICLE

c) TYPE OF FUEL DELIVERED

d) QUANTITY OF FUEL DELIVERED

e) PRICE PER LITRE AT THE TIME OF REFUELLING

**Article 16 Tax and customs arrangements**

The European Union and Georgia have agreed in as per Agreement between the European Union and Georgia on The Status of The European Union Monitoring Mission in Georgia (SOMA) 3 November 2008: “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 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 DAP[[4]](#footnote-4) Incoterms regime.

**Article 18 Commencement order**

18.1 The implementation period of this contract shall run from 15 December 2023.

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

The framework contract shall be concluded from 15 December 2023 till 14 December 2024 (both dates included).

The contracting authority may, at its own discretion, renew this framework contract. Such renewal shall be made by mutual agreement of the parties. The contract may be renewed for an additional duration of up to 24 (twenty-four) months. It must, however be noted that the continuation of this supply framework contract after 15 December 2024 is subject to suspension clause, pending signature of the agreement between the European Commission and the Contracting Authority; the allocation of the corresponding funds and a satisfactory Contractor’s performance as determined by the Contracting Authority in its sole discretion.   
  
Renewal shall be done by an Addendum.

**Article 24 Quality of supplies**

The supplies must comply fully with the technical specifications set out in the annex II and awarded and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

**Article 25 Inspection and testing**

The petroleum products subject to this contract may be tested in accordance with the provision in accordance with Article 25 of the General Condition.

**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.

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.

Price revision is not allowed by this contract.

The payment will be made after satisfactory delivery of supplies 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 the article 26 of the General Conditions. The date of payment shall be the date on which the paying account is debited.

**Article 29 Delivery**

29.1 The Contractor shall bear all risks relating to the goods until final acceptance at destination.

29.2 The place of final acceptance of the supplies shall be:

- Fuel for EUMM Vehicles: at the Contractor’s fuel distribution points as set out in Annex II+III and simultaneously on the EUMM account at the supplier’s webpage;

- Generator diesel: at EUMM Georgia warehouse in Tbilisi and at EUMM Field Offices at Gori, Zugdidi and Sachkhere.

29.3 The Contractor shall bear all risks relating to the supplies until delivery at destination. The supplies shall be stored so as to prevent their damage or deterioration in transit to their destination.

29.4 The delivery of generator diesel shall take place on a working day and during the normal working hours of the Contracting Authority’s warehouse; the “working hour schedule” shall be accurately specified at the time of the signature of the contract. The delivery of the car petrol and diesel shall take place seven days per week.

No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance C11 for supplies included in this contract must be issued using the template in Annex VII - C11, upon the delivery of goods in compliance with Annex II/III (Technical Specifications and Technical Offer).

**Article 40 Settlement of disputes**

40.4 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 42 Data protection**

1. Processing of personal data related to this tender procedure, launched by the CSDP Missionacting as the contracting authority, takes place in accordance with Council Decision (CFSP) 2022/2318 of 25 November 2022 amending Decision 2008/736/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 2008/736/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[[5]](#footnote-5) 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.

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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. ## For international companies the currency of tender shall be the currency of the Contract.

   ## For Georgia-based companies the currency of contract shall be Georgian Lari (GEL). **The contract amount quoted in EURO will be converted into GEL effective the month of the tender publication using the InforEuro exchange rate published on the InforEuro webpage**: <https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en>

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   [↑](#footnote-ref-3)
4. DAP (Delivery At Place) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)
5. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-5)