# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No: EUMM-24-9133

**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: Supply and delivery of**

**Observation and patrolling equipment**

**Identification number: EUMM-24-9133**

**Article 1 Subject**

* 1. The subject of the contract shall be supply and delivery of Observation and patrolling equipment as detailed in Annex II + III (technical Specifications + Technical Offer) and in Annex IV (Budget Breakdown) of this contract.

The place of acceptance of the supplies shall be **The European Union Monitoring Mission in Georgia (EUMM), 15 Nestan-Darejani Street, Tbilisi, Georgia**, the maximum time limit for delivery of the observation and patrolling equipment shall be **120 calendar days for lots 1 and 2 and 60 calendar days for lot 3,4 and 5** and the Incoterm applicable shall be DAP[[3]](#footnote-3).

* 1. The contractor shall comply strictly with the terms of the special conditions and the technical specifications 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.**

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);

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: |  | 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 amount of the performance guarantee shall be 10 % of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

Without limitations to Article 12 of the General Conditions, the Contractor shall bear all costs and risks of loss of or damage to the supplies until such time as they are delivered on DAP basis.

The Contractor shall bear all costs and risks of loss or of damages to the supplies until items are inspected and provisionally accepted by the contracting authority.

**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 contract shall enter into force following its signature by both the contracting authority and the contractor.

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

The supplies shall be 120 calendar days for lots 1 and 2 and 60 calendar days for lot 3,4 and 5.

**Article 25 Inspection and testing**

25.2 Inspection and testing activities shall be completed within 15 days thereafter. A Certificate of Provisional Acceptance (C11) shall be issued by the contracting authority after the inspections and testing.

**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 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.

**Article 31 Provisional acceptance**

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

**Article 32 Warranty obligations**

32.6 Any and all goods to be supplied under this contract must be new and unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor must ensure that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies.

The supplier shall be responsible to ensure that all defects in, or damage to, any part of the supplies which may appear or occur during the manufacturer's warranty period and which:

- result from the use of defective materials, faulty workmanship, or design of the manufacturer; or

- result from any act or omission during the warranty period; or

- appear during an inspection made by, or on behalf of, the contracting authority,

will be repaired within maximum 14 calendar days.

32.7 The warranty must remain valid minimum 24 months after date of provisional acceptance. If manufacturer’s warranty conditions are better than the above required (min. 24 months), in this case manufacturer’s warranty conditions shall apply after date of provisional acceptance.

**Article 33 After-sales service**

33.1 The supplier must provide all necessary after sales services needed to honour the contract warranty on the supplied goods. The contractor shall guarantee to provide minimum 1 authorised dealership/workshop in the country of Georgia able to provide genuine spare parts and services of the proposed equipment for the duration of minimum 5 years from the date of acceptance.

**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.

\* \* \*

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. DAP Delivery At Place) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#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)