**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No EUMM- 24-9140**

**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 the 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**

**CONTRACT TITLE: Service contract for the provision of National Staff health insurance to EUMM Georgia**

**Identification number EUMM- 24-9140**

(1) Subject

1.1 The subject of this contract is provision of National Staff health insurance to EUMM Georgia done in Tbilisi, Georgia; with identification number EUMM-24-9140 (‘the services’).

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

This contract, established in Euro, is a fee-based contract. Based on the maximum fees, set out in Annex IV, the maximum contract value for the entire execution period is XXX EUR. XXX EUR for the first twenty-four (24) months of execution (i.e. 15 December 2024 to 14 December 2026), and in the event of an renewal of the contract for an additional twenty-four (24) months (i.e. from 15 December 2026 to 14 December 2028), the maximum budget will be XXX EUR.

The European Union Monitoring Mission in Georgia (EUMM) is exempt from taxes and other charges of whatsoever nature (including VAT) on any and all amounts due and payable for services rendered under this contract**.**

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
* the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
* Budget (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. Addenda shall have the order of precedence of the document they are amending.**

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

5.1 For the period beyond the 14th of December 2024**,** the implementation of the contract is strictly conditioned by the extension of the mandate of the CSDP Mission EUMM Georgia, the signing of a Contribution Agreement between the European Commission and the CSDP Mission EUMM Georgia covering this period as well as the availability of funds in the relevant budget line(s). In case of non-renewal of EUMM Georgia mandate or lack of signing of contribution agreement with the European Commission or unavailability of funds in the relevant budget line(s), the contract shall be automatically terminated by the Contracting Authority. In this case, the Contractor will not be entitled to claim any compensation beyond the payment for services already performed.

5.2 The contract can be renewed by a new contract, preceded by a negotiated procedure, for an additional twenty-four (24) months from 15 December 2026 to 14 December 2028, both dates included, by agreement of both parties subject to a satisfactory Service Provider’s performance as determined by the Contracting Authority. Renewal does not change or postpone any existing obligations.

The following conditions to the contract shall apply:

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is Head of Mission.

(b) the data protection notice is available at https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes

Done in English in two originals, one original for the contracting authority, one original for the European Commission and one original for the contractor.

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

**SPECIAL CONDITIONS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**Article 2 Communications**

2.1 **For Contracting authority:**

**Main Contact person:**

Name:

Title:

E-mail:

Tel:

**Alternate 1:**

Name:

Title:

E-mail:

Tel:

**For the Contractor Main Contact person**:

Name:

Title:

E-mail:

Tel:

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 4 Subcontracting**

4.9 Sub-contracting shall be allowed upon prior written approval from the contracting authority. However, the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

**Article 19 Implementation of the tasks and delays**

19.1The start date for implementation shall be 15 December 2024.

19.2 The period for implementing the tasks identified in Annexes II & III is twenty-four (24) months from the start date (i.e. from 15 December 2024 to 14 December 2026 – both dates included). Subject to the conditions set out in Article 5.1 of this contract.

Subject to the conditions set out in Article 5.1, this contract may be renewed by a further twenty-four (24) months (i.e. from 15 December 2026 until 14 December 2028 – both dates included) through a new contract signed by all parties, preceded by a negotiated procedure. Such a renewal is subject to a satisfactory Service Provider’s performance as determined by the Contracting Authority.

**Article 26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

**Article 27 Approval of reports and documents**

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the documents or reports.

**Article 29 Payment and interest on late payment**

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

29.5 Payments shall be made in Lari [GEL] (national currency) and shall be converted from Euro to GEL using the EUR/GEL selling rate of the commercial bank serving EUMM Georgia applicable on the date of the transaction.

Pre-financing is not applicable to this contract.

Payment will be made in accordance with Article 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting.

The payments must be based on the Service Provider’s invoice subject to approval of the Project Manager of the Contracting Authority.

The payment will be made on monthly basis, relevant to the service completions. At the end of each month the Service Provider’s must submit the invoice in its original format to the Contracting Authority with relevant details including the number of staff insured, the number of days and premium rates. For full months covered, monthly fee will apply as per Budget Breakdown (Annex IV, column C).

In cases where insurance is required for new staff members or where reimbursement is required from the contractor for the departure of staff members for a period shorter than a full month, then the amount will be calculated by multiplying the number of actual insured days for such month by the premium per day per insured person (Annex IV, column B).

Sums due shall be paid within no more than 30 calendar days from the date on which an admissible payment request is registered by the competent department. The date of payment shall be the date on which the institution's account is debited.

**Article 40 Settlement of disputes**

40.4 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 national legislation of the contracting authority.

**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[[4]](#footnote-4) 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, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-4)