# DRAFT FRAMEWORK CONTRACT

SUPPLY CONTRACT FOR EUROPEAN   
UNION EXTERNAL ACTIONS

No: EUMM-24-9364

**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:

**PROJECT: CFSP/2024/07/EUMM Georgia  
CONTRACT TITLE:   
Framework contract for Supply and delivery of automotive tires for EUMM Georgia fleet**

**Identification number: EUMM-24-9364**

**Article 1 Subject**

* 1. The subject of the framework contract shall be Supply and delivery of automotive tires for EUMM Georgia fleet as detailed in Annex II + III (technical Specifications + Technical Offer) and in Annex IV (Budget Breakdown) of this contract.

The place of delivery, inspection and acceptance of goods shall be made at the EUMM Warehouse in Digomi (15 Nestan-Darejani street (Didi Dighomi), Tbilisi, Georgia) or at other addresses in Tbilisi, Georgia, which will be specified in the Order Forms, and the applicable Incoterm is DDP[[3]](#footnote-3).

The time limit for delivery of goods shall be **90 (ninety) calendar days** from the date of signature of an Order Form by all parties. Provisional acceptance shall take place within 30 calendar days of receipt of goods.

* 1. 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.**

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

**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: Legal Entity form, financial identification form,   
 Order form template, C11 template (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>

The following conditions to the contract shall apply:

5.1 Signature of the framework contract imposes no obligation on the Contracting Authority to purchase. Only performance of the FWC through approved specific contracts or purchase order is binding on the Contracting Authority.

The FWC shall be implemented by Order forms (Annex A) to be sent exclusively by e-mail. Whenever the Contracting Authority intends to procure supplies pursuant to this framework contract, it shall send a scanned signed Order form to the contractor.

The contractor must, within two working days after submission from the Contracting Authority, either decline the request or confirm to the Contracting Authority the execution of the request. The two working days response time shall be based on normal business hours of the Contracting Authority (working week, i.e. Monday-Friday, working hours i.e. 08:30 – 17:00 local time), except local national holidays

5.2 The Contracting Authority may also happen to order tires (similar supplies to the ones in Annex II+III and in Annex IV) not in the provided in the Annex II+III and in Annex IV; in these cases, the Contract Manager of the Contracting Authority reserves the right to assess the reasonableness of the unit price quoted by the Contractor based on the normal dealer or retail’s price for Georgia. When the unit price quoted is accepted, the tires with its price will be added on the Quoted Part List and have the same regime as the parts 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 supply from an alternative source and provide it to the Contractor for installation. In this case, the Contractor shall be relieved from the warranty obligation on the parts, whilst he shall remain responsible for the quality of the ancillary services.

5.3 Any extension of the contract would be subject to satisfactory performance by the Contractor. It should however be noted that the extension of this contract after 14 December 2026 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 2026, as well as (ii) the availability of funds in the relevant budget line(s).

Done in English in two originals: one original 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**

No performance guarantee is required.

**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 DDP 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 DDP[[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**

19.1 Implementation period starts from the signature of the contract by both sides till 14 December 2026 (inclusive).  
The Contracting Authority may, at its own discretion, extend the contract in duration for additional 24 months by the means of addendum.

**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.

**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 initial implementation period of this contract (from date of the signature for 12 months).

At the beginning of another 12 months, thus renewal period, each unit price may be revised upwards or downwards at the request of one of the Parties.

Therefore, for each renewal period either Party may request a price revision in writing no later than three months before the prospected dates of the automatic 12-months renewal. The other Party must acknowledge the request within 14 days of receipt.

At least 10 calendar days before each renewal date, the Contracting Authority must communicate the new index corresponding to the last full month preceding that of the renewal 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 February 2025 and renewals of the contract – index of January 2025.*

The new index = index for last full month preceding that of the renewal date of the framework contract or failing that, the index of the last published full month (*e.g in case of the renewal date in February 2027 – if published, index of January 2027 .*

**Article 29 Delivery**

The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided by the manufacturer of the supplies. The packaging shall become the property of the recipient subject to environmental considerations.

**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**

The warranty must remain valid for one year after provisional acceptance or as per manufacturer's standard warranty, whichever is longer.

**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) 2024/2988 of 2 December 2024 amending Decision 2008/736/CFSP,which established the Mission and with the provisions of the respective contribution agreement CFSP/2024/07/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) 2024/2988 of 2 December 2024 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. DDP (Delivered Duty Paid) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-3)
4. DDP (Delivered Duty Paid) — 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)