

FRAMEWORK SUPPLY CONTRACT

Financed by Commission contribution agreement n° CFSP/2024/07/EUMM Georgia

N° EUMM-26-10305

FINANCED FROM THE GENERAL BUDGET OF THE UNION

MAIN CONDITIONS

European Union Monitoring Mission in Georgia (EUMM)

64a I. Chavchavadze Avenue

Tbilisi 0179

Georgia

(‘the contracting authority’),

represented for the purposes of the signature of this contract by the authorised representative indicated in the respective field under “SIGNATURES” below

of the one part, and

2. [*Contractor’s full official name*]

Legal form: [*Contractor’s official legal form*]

Registration number: [*Contractor’s statutory registration number or ID or passport number*]

Official address: [*Contractor’s full official address*]

VAT: [*VAT registration number*]

(‘the contractor’)

(collectively "the contractor"),

represented for the purposes of signing this contract by the authorised representative indicated in the respective field under “SIGNATURES” below,

on the other part,

HAVE AGREED as follows:

1. Subject matter

The title of this contract is: *“Supply and delivery of vehicle spare parts and provision of ancillary workshop services for the EUMM vehicle fleet.”*.

The terms and conditions applying to this contract are laid down hereafter and in the special and general conditions and their annexes. They shall be deemed to form and be read and construed as an integral part of this contract in the order described in the special conditions.

2. Contract value

The maximum amount covering all purchases under this contract is EUR _____ (amount in words).

3 Entry into force and duration

This contract shall enter into force on 15 December 2026 and is concluded for the period of 24 months. The maximum duration of this contract is 48 months from the date this contract enters into force.

The parties must sign any order form before the framework contract (FWC) expires or is terminated.

The FWC continues to apply to such order forms after its expiry or termination. The order forms must be performed no later than 3 months after the expiry or termination of the FWC. At the end of this period, all remaining order forms are automatically terminated.

The suspension of the implementation of the FWC or order form due to force majeure as provided for in Article 38 of the General Conditions will automatically extend the duration of the FWC and of the order form(s) by the duration of the suspension.

If, after the end of the FWC, one party continues to perform its obligations without opposition from the other party, such performance is not and cannot be construed as a renewal of the FWC.

Renewal of the FWC:

The FWC shall be renewed automatically two (2) times for 12 months each, unless one of the parties receives formal notification to the contrary at least minimum three months before the end of the ongoing yearly duration. Renewal does not change or postpone any existing obligations.

For the avoidance of doubt, a renewal of the FWC in the sense of this Article does not imply the conclusion of a new FWC but only the extension of the initial duration of the FWC.

The tacit renewal as stipulated above shall be further conditioned by the extension of the mandate of the EUMM Georgia and the signing of a contribution agreement between the European Commission and EUMM Georgia covering the contractual period within its maximum extension.

In case of non-renewal of 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 without obligation to respect the above notice.

Order forms 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 Special Conditions.

4. Bank account

Payments shall be made in accordance with the special conditions into the following bank account:

Name of bank: [insert bank name]

Exact denomination of account holder: [full name of account holder]

Bank account number: [insert bank account number].

5. Specific Framework contract clauses

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

The FWC is implemented as follows:

1. Whenever the Contracting Authority intends to procure supplies/ancillary services pursuant to this framework contract, it shall send a draft order form to the contractor.
2. The reply to accept or decline the draft order form is binding on the contractor at least for the validity period mentioned in the request for order form or specific contract, which should not be less than 3 working days.
3. The order form has to be agreed by the contractor within 10 calendar days. The Contracting Authority, with terms agreed by the Contractor (possibly after some changes), sign the order form, and thereafter send it to the Contractor for counter signature within 5 calendar days.
4. The process culminates in the approval of the order form, or in its withdrawal, by the Contracting Authority. The contractor shall not start with the provision of any supply before the Contracting Authority submits an approved and countersigned order form.
5. If the contractor repeatedly fails to reply to the requests for order form or fails to sign the resulting order form within the set time limit, the Contractor may be considered in breach of its obligations under this FWC.
6. Signature of the framework contract does not confer any exclusive right on the Contractor to provide the supplies which are the subject of the framework contract.
7. Order forms shall be established on the basis of the unit prices indicated in the offer. However, the Contracting Authority may request the contractor to propose supplementary supplies of the same type as those listed in the offer (Annex III). The supplementary elements may not depart from the essential terms fixed in the framework contract and they shall not substantially modify the scope and the subject of the initial contract. Such need for supplementary elements may arise from the necessity for the execution of the request for services/supply installation and might be expressed in a form of particular delivery schedules or locations, additional security needs and similar or complementary product(s) not included in

the offer. Supplementary elements will be ordered on the basis of a quote provided by the Contractor which shall require prior approval by the Contracting Authority.

8. The quantities estimated in hypothetical scenario and specified in Annex IV 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 than those estimated quantities per item, overall financial ceiling being the maximum budget available.

Signatures

For the contractor

[electronic signature
contractor]

For the contracting authority

[electronic signature
contracting authority]