# 

# FRAMEWORK CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No EUMM-22-7942

**financed from the general budget of the Union**

The Head of the European Union Monitoring Mission in Georgia (EUMM)

49 Krtsanisi Street

Tbilisi 0114 – Georgia

(‘the contracting authority’),

of the one part,

<Full official name of 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/2020/40/EUMM Georgia**

**CONTRACT TITLE**

**Framework Contract on Supply and Delivery of Spare Parts with Provision of Ancillary Services and random tire service to the EUMM Georgia Vehicle Fleet**

**Identification number EUMM-22-7942**

**Article 1 Subject**

1.1 The subject of the framework contract is to settle the terms governing the supply and delivery to the Contracting Authority of spare parts for vehicles, as well as the performance of some ancillary services including random tire service (installation of spare parts, regular services, repair of vehicles, etc) by the Contractor (see the contract, special conditions, and Annexes II + III of the Dossier for the relevant description of the items and ancillary services and the yearly estimated quantities that may be ordered during the duration of the framework contract) to EUMM Georgia, and the Incoterm applicable shall be DDP[[4]](#footnote-4).

**OEM Spare Parts for vehicles manufactured by TOYOTA; nissan; MERCEDES BENZ BENZ;RENAULT;VAMTAC SK95; MAN and FORD;**

Implementation period starts from 15 December 2022. Duration of the framework contract is 24 months by 14 December 2024.

It should however be noted that the performance of this contract is subject to and conditional upon i) the signature of a Delegation Agreement between the European Union and the EUMM Georgia covering the period onwards from 14 December 2022, as well as (ii) the availability of funds in the relevant budget line(s).

Also, the Contracting Authority may, at its own discretion, extend the project in duration (for additional 2 years, i.e., 2 x 12 months) by the addendum. 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 2024 is subject to and conditional upon (i) the signature of a Delegation Agreement between the European Union and the EUMM Georgia covering the period onwards from 14 December 2024, as well as (ii) the availability of funds in the relevant budget line(s).

**Annex II+III with its supporting documents** provides with the full information about the EUMM vehicle fleet subject to the supply of spare parts and services under this framework contract.

1.2. The Framework Contract will be implemented by **Order Forms** for bulk spare parts supply, and by Work Orders for spare parts and ancillary services. Whenever the Contracting Authority intends to acquire bulk spare parts pursuant to this Framework contact, the authorized Contract Manager (see Art. 4 Special Conditions) shall submit the Order Form to the Contractor, specifying the quantities of items to be supplied.

Whenever the Contracting Authority intends to request the supply of spare parts and performance of ancillary services, the authorized Contract Manager shall send the Work Order to the Contractor via email as identified in Art. 4 Special Conditions, specifying the scope of services to be performed in relation to a given vehicle. A Work Order cannot cover more than one vehicle. Deliveries and performance of ancillary services shall take place in accordance with the terms and conditions of the Special and General Conditions.

Every month (indicatively by 30th of each month), an Ex-Post Specific Contract (model attached to the Draft Contract) shall be signed, as needed, by the parties to retrospectively cover all supplies and ancillary services provided by the Contractor on the basis of Work Orders issued by the EUMM’s Contract Manager’s. Ex-post Specific Contracts are requisite to payments of any supplied parts and/or rendered services (see also Art. 26 of the Special Conditions).

Each Ex Post Specific Contract shall be prepared by the Contracting Authority upon submission by the Contractor of the comprehensive final hard copy original invoice breaking down BY WORK ORDER (and, as such, BY VEHICLE) all spare parts and services provided during the month in EUR (actual dates and location of each rendered service to be specified) attached as **Annex A** to the Ex Post Specific Contract;

1.3 The spare parts and quantities specified in ANNEX II+III are only indicative items. **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 NOT to purchase ANY of these items.** **The overall financial ceiling is the maximum budget available for this framework contract as expressed in Article 3.1 below.**

1.4 The Contractor shall comply strictly with the terms of the Special Conditions and   
 the technical annexes.

**Article 2 Origin**

No restrictions whatsoever shall apply to the origins of the supplies.

**Article 3 Price**

3.1 **Price for Spare parts**

3.1.1 The unit price of the supplies and ancillary services shall be that shown on the financial offer (specimen in Annex IV) and shall be fixed throughout the implementation of this framework contract, therefore, no price revision is applicable. The total maximum contract value shall be XXXX EUR.

Order Forms or the emailed Work Orders shall be placed on the basis of the unit prices referred in the financial offer.

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[[5]](#footnote-5) Incoterms regime.

3.1.2 The Contracting Authority may also happen to order parts (similar supplies to the ones in Annex II+III and in Annex IV) not in the provided list of spare parts (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 spare part 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.

**3.2. Price for Labour.**

3.2.1. For Labour the cost shall be determined by multiplying the unit price per working hour as specified in the financial offer with the amount of working hours specified on the invoice (as approved by the Contract Manager of the Contracting Authority).

3.2.2. The number of hours of labour shall be calculated using the Manufacturer’s Repair Flat Rate Schedule provided in Appendix No. 1 to 9 and the Maintenance Plan Flat Rate provided for each type of vehicle in Appendix No. 10 to 18. For MAN TGM Recovery Truck and in any other case of operations not recorded on flat rate’s lists, the Contractor shall submit a quotation for the specific work. Quotation will be sent to Contract Manager of the Contracting Authority for approval in advance of any repair taking place.

The price per hour of labour and unit price for spare parts and tyre services shall be firm and shall not be subject to revision for purchase orders placed during the implementation of the contract.

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV)  
  
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 supporting documents mentioned in Annex II+III [including clarifications before the deadline for submission of tenders];
* the technical offer (Annex III. including CVs the following key experts: key expert 1 - Workshop Manager; key expert 2 - Master Mechanic; and key expert 3 - Electrician (as described in the Annex II+III) [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* Legal Entities; Financial Identification; Company Registration; VAT certificate, if applicable (specified forms and other relevant documents (Annex V);
* Ex-Ante Ex-post and Specific Contracts template;
* C 11 – Provisional acceptance form.

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 authorization 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**

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:

Project Manager: Alternative 1

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

Project Manager: Alternative 2

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

For the Service Provider:

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

**Article 6 Subcontracting**

The subcontracting is allowed:

* 1. Sub-contracting is allowed. However, the contractor will retain full liability towards the contracting authority for performance of the contract as a whole. If the tenderer intends to subcontract one or more parts of the contract, this must be clearly stated by the tenderer in its offer.

**Article 11 Performance guarantee**

No performance guarantee is required.

**Article 12 Liabilities and insurance**

Without limitation to the general conditions, following shall also apply:

The contractor shall insure for replacement value of the goods until delivery.

The contractor will be wholly responsible for the vehicles while they are on its premises and must be insured accordingly. Any damage incurred will be rectified by the contractor at his own cost.

The contractor must ensure that all his staffs performing vehicle road tests, are fully   
insured and hold a valid driving license for the category of vehicle being driven.

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

Without limitation to the general conditions, following shall also apply:

Supply of bulk spare parts:

The implementation period of tasks for supplying bulk spare parts shall run from the date of the signature of the Ex-ante Specific Contract to the date for provisional acceptance of the spare parts.

The place of acceptance of the ordered spare parts shall be the Contracting Authority’ warehouse, the time limits for delivery shall be **45 calendar days** (unless differently agreed) and the Incoterm applicable shall be DDP[[6]](#footnote-6).

Supply of spare parts in combination with ancillary services:

The implementation period of tasks for ancillary services shall run from the date of Quotation acceptance to the date of receiving the Work Order.

The place of acceptance of the ancillary services shall be the Contractor’s workshop; the time limits for delivery shall be **14 working days** (unless differently agreed for complex repair services).

The “Ex-Post Specific Contract” for supplying of parts and ancillary services will be signed once in a month retroactively covering all Contractor’s emailed Work Order Bills. The “Ex-post Specific contract” shall be prepared by the Contracting Authority and sent to the Contractor for signature, specifying the list of items.

**Article 16 Tax and customs arrangements**

The European Union and Georgia have agreed on the status of the European Union Monitoring Mission in Georgia (SOMA - 3 November 2008) that: “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

**Article 18 Commencement order**

The Framework Contract shall be effective **from 15 December 2022.**

Under no circumstances may Ex Ante Specific Contracts or Work Orders be placed before the date on which the framework contract enters into force and/or after the framework contract expires.

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

Implementation period starts from 15 December 2022. Duration of the framework contract is 24 months by 14 December 2024.

It should however be noted that the performance of this contract is subject to and conditional upon i) the signature of a Delegation Agreement between the European Union and the EUMM Georgia covering the period onwards from 14 December 2022, as well as (ii) the availability of funds in the relevant budget line(s).

Also, the Contracting Authority may, at its own discretion, extend the project in duration (for additional 2 years, i.e., 2 x 12 months) by the addendum. 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 2024 is subject to and conditional upon (i) the signature of a Delegation Agreement between the European Union and the EUMM Georgia covering the period onwards from 14 December 2024, as well as (ii) the availability of funds in the relevant budget line(s).

**Article 24 Quality of supplies**

Without limitation to the general conditions, following shall also apply:

**Quality of spare parts:**

Only Original Equipment Manufacturer (OEM) approved parts and material shall be used. On exceptional cases, using of the non OEM parts might be aproved by the Contractor Authority Project Manager prior repairing process.

**Quality of Ancillary Services:**

Provisional list of ancillary services:

* Preventive maintenance (Service).
* Mechanical repairs.
* Body repairs and paintings.
* Wheel alignment.
* Tyre fitting service, puncture repairs and wheel balancing.

The contractor will perform all services to the highest quality and at least to a level that is in accordance with the vehicle manufacturer’s Workshop Repair Manual and any changes or alteration as defined by the Contracting authority.

Where no specific instructions are provided by the manufacturer, the Contractor will maintain a standard in keeping with the highest levels in the automotive industry, based on the vehicle road worthiness testing to European acceptable standards.

The interior of the vehicles will be protected at all times using seat covers and other protection to ensure that the interior furnishings are not damaged or soiled in any way.

Service operations should strictly follow the Maintenance plans attached to the current contract.

The contractor will not touch or tamper with any part of a vehicle that does not require inspection as part of the provision of any service under this contract. The contractor will be responsible for the repair or replacement of any parts that are damaged through such unauthorized tampering.

**Article 25 Inspection and testing**

25.1 The Contracting authority must be provided access at all times to inspect parts supplied to ensure they are genuine.

25.2 All service and repair work must be approved by the Contracting Authority’s Contract / Project Manager. Any unsatisfactory work as identified by the Contracting Authority’s Contract / Project Manager or his replacement will be rectified by the Contractor at its own expenses

**Article 26 General principles for payments**

26.1 Payments:

In case the framework contract will be awarded to a foreign company (not Georgian based / registered company) the payments during contract implementation will be made in Euro.

In case the framework contract will be awarded to a Georgian company (based / registered in Georgia) the payments during contract implementation will be made in GEL (Georgian Lari). All amounts payable 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.

26.3 Payments will be made in accordance with Article 26 of the General Conditions into the bank account notified by the Contractor to the Contracting.

Pre-financing is not applicable to this contract.

Payments shall be authorized and made by EUMM Finance Department to the bank account mentioned on the financial identification form completed by the Contractor against presentation of following documents:

- Signature of the specific Contract and Order form

- Work order on each car

- Original Invoice

- C11

Payments will be executed upon signature of Ex Post Specific Contracts once a month within 30 days from   
 its signature by both parties and in case on Ex Ante Specific Contract, within 30 days upon presentation of an   
 original invoice and C11.

**Article 29 Delivery**

The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

**Article 31 Provisional acceptance**

31.1 The Certificate of Provisional Acceptance C11 for bulk ordered spare parts must be issued upon the execution of each order.

31.2 For the spare parts used on regular bases for ancillary services, the certified Work Order shall be mutually accepted by parties for the purposes of provisional acceptance.

**Article 32 Warranty obligations**

Without limitation to the general conditions, following shall also apply:

The Contractor shall warrant the installed supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials.

The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid one year after provisional acceptance of the installation services (maintenance or repairs).

The warranty for the spare parts installed on armored vehicles will be assessed on case by case bases, pending of the influnce of the additional weight or other specific limitations.

**Article 33 After-sales service**

Not required.

**Article 40 Settlement of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction ofthe courts of Brussels, Belgium.

**Article 44 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The 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, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). 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 Commission. 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[[7]](#footnote-7) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

**EX-ANTE SPECIFIC CONTRACT No […]**

implementing Framework Contract No. […] **-**

The European Union Monitoring Mission in Georgia (hereinafter referred to as "the Contracting Authority"), represented for the purposes of the signature of this contract by the Contract / Project Manager of the Mission (hereinafter referred to as " Contract / Project Manager ") [name in full],

of the one part,

and

[official name in full]

[*official legal form*]A

**[***statutory registration number***]**

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function],

of the other part,

HAVE AGREED

**Article 1: Subject**

**1.1** This specific contract implements Framework Supply Contract No [---] signed by the Contracting Authority and the Contractor on [complete date]

**1.2** The Contractor undertakes, on the terms set out in the Framework supply contract and in this specific contract and the annex thereto, which form an integral part thereof, to supply the items specified in Annex A at the following destination …… on DDP[[8]](#footnote-8) basis *(specify exact place of delivery)*

**Article 2: Duration**

**2.1** This specific contract shall enter into force on the date on which it is signed by the last contracting party.

**2.2** The implementation of the contract shall not exceed -- **calendar days**. Execution of the tasks shall start from [*date of entry into force of this specific contract*] or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

**ARTICLE 3: DELIVERY**

**3.1** The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration.

**3.2** [Specify any specific packaging requirements]

**3.3** [The packaging shall become the property of the recipient subject to respect for the environment].

or

[The packaging shall remain the property of the Contractor subject to respect for the environment].

**3.4** [Set out requirements as regards documents to accompany each delivery and markings on the packaging]

**Article 4: Price**

**4.1** The total amount to be paid by the Contracting Authority under this specific contract shall be EUR [amount in figures and in words] covering all costs associated with the order.

**4.2** In addition to the price [*no reimbursable costs are foreseen*][*costs up to an amount of EUR … will be reimbursed according to the provisions of the Framework contract*]

**Article 5: payments**

**5.1** Payments will be made according to Article specify No.26 of the Special Conditions of the Framework Contract.

**Article 6: Annex**

**Annex A** – Signed Order form setting out the details of the supplies and delivery.

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contracting Authority  [forename/surname/function]    signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

In duplicate in [English].

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**Annex A** to the **Specific Contract**

**ORDER FORM No [**complete**]**

governed by the provisions of Framework supply contract No [complete] signed on [complete]

and to be annexed to the Specific Contract

|  |  |  |  |
| --- | --- | --- | --- |
| European Union Monitoring Mission in Georgia, Krtsanisi Residential Area, 49 Krtsanisi street, Tbilisi, 0114, Georgia | **[***Company name***]**  **[**Official address in full**]** | | |
| Pursuant to the provisions of Art. 5.6 of the Status of Mission Agreement between the EU and Georgia of 3 November 2008, EUMM Georgia is exempt from all national, regional and communal dues, taxes and charges of a similar nature in respect of this order. | | | |
| Description of the supplies and services | | Quantity | Price in EUR  Without VAT |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
| **Total Price** | | |  |
| Delivery schedule: | | | |
| This order shall only take effect if it is annexed to a Specific Contract signed by both parties. Execution of this order shall start either from the date of the Contractor’s signature of the Specific Contract or, if different, from the implementation start date indicated in the Specific Contract. | *Other details:* | | |

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

|  |  |
| --- | --- |
| For the Contractor,  [forename/surname /function]  signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contracting Authority  Project Manager  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

**\*\*\***

**EX POST SPECIFIC CONTRACT No […]**

implementing Framework Contract No. […] - **LOT ......**

FOR [month] [YEAR]

The European Union Monitoring Mission in Georgia (hereinafter referred to as "the Contracting Authority"), represented for the purposes of the signature of this contract by the Contract / Project Manager of the Mission (hereinafter referred to as "the Contract / Project Manager ") [name in full],

of the one part,

and

[official name in full]

[*official legal form*]

**[***statutory registration number***]**

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function],

of the other part,

HAVE AGREED

**Article 1: Subject**

**1.1** This specific contract implements Framework Contract No [complete] signed by the Contacting Authority and the Contractor on [complete date]

**1.2** The Contractor confirms that between [dd/mm/yyyy] and [dd/mm/yyyy] supplies and ancillary services were supplied as indicated in the Annex A.

**Article 2: SCOPE**

**2.1** This specific contract covers ALL WORK ORDER issued by the Contracting Authority between [dd/mm/yyyy] and [dd/mm/yyyy] and provides legal basis for payment therefore.

**Article 4: Price**

**4.1** The total amount to be paid by the Contracting Authority for under this specific contract shall be **EUR** [amount in figures and in words] covering all supplied items and provided services as indicated in the Annex A.

**Article 5: payments**

**5.1** Payments will be made according to Article 26 of the Special Conditions of the Framework Contract.

**Article 6: AnnexES**

**Annex A** – Signed Recapitulative form of delivered items/provided services.

**Annex B** – Collection of ALL C11s and Pro Forma invoices issued by the Contractor for each individual service order during the period covered by the present Specific Contract.

**Annex C -** Comprehensive Final Invoice for all the Service Orders executed during the period.

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contracting Authority  Project Manager  [forename/surname/function]    signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

In duplicate in [English].

**\*\*\***

**Annex A** to the EX POST Specific Contract

**RECAPITULATIVE FORM OF DELIVERED ITEMS/PROVIDED SERVICES No [**complete**]**

governed by the provisions of Framework Contract No [complete] signed on [complete]

and to be annexed to the Specific Contract

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| European Union Monitoring Mission in Georgia, Krtsanisi Residential Area, 49 Krtsanisi street, Tbilisi, 0114, Georgia | | **[***Company name***]**  **[**Official address in full**]** | | | | |
| Pursuant to the provisions of Art. 5.6 of the Status of Mission Agreement between the EU and Georgia of 3 November 2008, EUMM Georgia is exempt from all national, regional and communal dues, taxes and charges of a similar nature in respect of this order. | | | | | | |
| DESCRIPTION OF DELIVERED ITEMS/PROVIDED SERVICES | C11 DATE | | Pro forma INVOICE No. | LOCATION | VEHICLE NUMBER | PRICE, EUR  Without VAT |
|  |  | |  |  |  |  |
|  |  | |  |  |  |  |
|  |  | |  |  |  |  |
| **Total Price:** | | | | | | **……** |
|  | | | | | | |
| This order shall only take effect if it is annexed to a Specific Contract signed by both parties. | | *Other details:* | | | | |

|  |  |
| --- | --- |
| For the Contractor,  [forename/surname/function]  signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contracting Authority,  Project Manager  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

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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. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)
5. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-5)
6. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-6)
7. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-7)
8. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-8)