**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No** EUMM-24-9106

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

European Union Monitoring Mission in Georgia (EUMM)

64a I. Chavchavadze Avenue

Tbilisi 0179, Georgia

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-2)

[<Official registration number>][[2]](#footnote-3)

<Full official address>

[<VAT number>],[[3]](#footnote-4)

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT CFSP/2022/38/EUMM Georgia**

**CONTRACT TITLE**

**Provision of Motor Insurance Services for the EUMM Georgia Fleet**

**Identification number EUMM-­24-­9106**

(1) Subject

1.1 The subject of this contract is Provision of Motor Insurance Services for the EUMM Georgia Fleet done in Tbilisi, Georgia with identification number EUMM-24-9106 (‘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[[4]](#footnote-5) is a fee-based contract. Based on the maximum fees set out in Annex VI, the maximum contract value is Euro <xxxx.

(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);
* Compensation limit and excesses (Annex IV)
* Clauses acceptance (Annex V);
* Budget breakdown: (Annex VI);
* specified forms and other relevant documents (Annex VII));
* Service acceptance certificate (Annex VIII)
* Pre-financial Guarantee form (Annex IX)

**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

The subject of this contract is to establish the terms governing the insurance of EUMM vehicles; it notably governs the price and implementation rules. Every time the Contracting Authority wishes to insure vehicles, it will accordingly inform the Service Provider by means of an email as provided for in Section 4.3 of the Terms of Reference.  
  
The fleet value specified in Table 1 – Annex II will vary as a result of applying depreciation to vehicles during contract implementation period. The Contracting Authority applies depreciation to each vehicle once a year. Instalments will reflect changes in value of insured vehicles due to the depreciation.

The prices/percentage referred to in Annex VI ("Budget") shall be the sole remuneration owed by the Contracting Authority under the contract. The prices/percentage shall be firm and shall not be subject to revision for orders placed during the performance of the framework contract.

For the vehicles not insured on the first date of implementation of the contract, the premiums per vehicle will be calculated on *pro rata temporis* basis.

Sum Insured for the fleet reduced as a result of payment of vehicle damages is to be reinstated. The payment of respective reinstatement insurance premium by the contracting authority shall be made with each instalment to maintain insured values unchanged.

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.

The following articles of the General Conditions are not applicable to the present contract:

* Article 13: Medical, insurance and security arrangements.
* Article 16: Staff.
* Article 17: Replacement of Staff.
* Article 21: Working hours.
* Article 22: Leave entitlement.

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.

the data protection notice is available at: <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General>

Done in English in two originals: one original for the Contracting Authority 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 Any written communication relating to this Framework 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.

**Contact persons:**

**For the Contracting Authority**:

European Union Monitoring Mission in Georgia (EUMM)

64a I. Chavchavadze Avenue

Tbilisi 0179, Georgia

Primary contact person:

Name:

Title:

Address:

Telephone:

E-mail:

Alternate 1:

Name:

Title:

Address:

Telephone:

E-mail:

**For the Service Provider**:

Name:

Title:

Address:

Telephone:   
E-mail:

**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. Partnership contract/contracts are not considered as subcontracting.

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

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

It should however be noted that the performance of this contract is subject to and conditional upon (i) the signature of a financing agreement between the EU and the EUMM covering the period comprised between 15 December 2024 and 14 December 2026, as well as (ii) the availability of funds in the relevant budget line(s).

19.2 The period for implementing the tasks is 24 (twenty-four) months from the start date with possibility of extension for another 24 months (that is from 15 December 2026 until 14 December 2028, both dates included) by way of addendum signed by all parties. Such a renewal – which shall be preceded by a negotiation phase – 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 29 Payment and interest on late payment**

29.1 Payments shall be made in accordance with the following the option:

|  |  |  |
| --- | --- | --- |
| **Due date** |  | Amount due |
| **Upon contract signature**  **Subject to presentation of an original paper invoice.** | **First Instalment \*** | 110 days of the contractual period  15/12/2024-03/04/2025 |
| **At the end of the first Instalment payment cycle**  **Subject to (a) submission and approval of the relevant reports, (b) subsequent using up of first instalment and (c) presentation of an original paper invoice.** | **Second Instalment\*** | 110 days of the contractual period  04/04/2025-22/07/2025 |
| **At the end of the second Instalment payment cycle**  **Subject to (a) submission and approval of the relevant reports, (b) subsequent using up of second instalment and (c) presentation of an original paper invoice.** | **Third Instalment\*** | 110 days of the contractual period  23/07/2025-09/11/2025 |
| **At the end of the one-year contract term**  **Subject to (a) submission and approval of the relevant reports and (b) presentation of an original paper invoice.** | **Balance** | 35 days of the contractual period  10/11/2025-14/12/2025 |
| **Upon contract extension signature**  **Subject to presentation of an original paper invoice.** | **First Instalment\*** | 110 days of the contractual period  15/12/2025-03/04/2026 |
| **At the end of the second Instalment payment cycle**  **Subject to (a) submission and approval of the relevant reports, (b) subsequent using up of second instalment and (c) presentation of an original paper invoice.** | **Second Instalment\*** | 110 days of the contractual period  04/04/2026-22/07/2026 |
| **At the end of the second Instalment payment cycle**  **Subject to (a) submission and approval of the relevant reports, (b) subsequent using up of second instalment and (c) presentation of an original paper invoice.** | **Third Instalment\*** | 110 days of the contractual period  23/07/2026-09/11/2026 |
| **At the end of the contract term**  **Subject to (a) submission and approval of the relevant reports and (b) presentation of an original paper invoice.** | **Balance** | 35 days of the contractual period  10/11/2026-14/12/2026 |
|  | **Total** | 730 days |

**\* Note: All instalments will be paid at the beginning of each period, thus, bank guarantee is required for the full amount of the pre-financing payment.**

The currency of payment in case of international organizations is EUR. However, in case of Georgian based companies all amounts payable shall be converted from EURO into GEL using the EUR/GEL selling rate of the commercial bank serving EUMM, Georgia applicable on the date of the transaction.

The actual amounts payable after the pre-financing payment will vary. They shall be based on the contractor’s invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the general conditions.

The interim invoices must be paid such that the sum of the payments does not exceed 90 % of the maximum contract value stated in Article (2) of the contract. Payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article (2) of the contract, is made after deduction of the amounts already paid, within 90 days of the contracting authority receiving an invoice accompanied by the final progress report and a final expenditure verification report, the incidental expenditure and expenditure verification actually incurred during the period, subject to approval of those reports.

29.5 Payments shall be made in euro/GEL [[5]](#footnote-6)in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

**Article 30 Financial guarantee**

30.1 As per Article 29.1 all instalments will be paid at the beginning of each period, thus, bank guarantee is required for the full amount of the pre-financing payment.

**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[[6]](#footnote-7) 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-2)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-3)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-4)
4. The currency of the tender is the currency of the contract. The currency of payment in case of international organizations is EUR. However, in case of Georgian based companies all amounts payable shall be converted from EURO into GEL using the EUR/GEL selling rate of the commercial bank serving EUMM, Georgia applicable on the date of the transaction. [↑](#footnote-ref-5)
5. The currency of payment in case of international organizations is EUR. However, in case of Georgian based companies all amounts payable shall be converted from EURO into GEL using the EUR/GEL selling rate of the commercial bank serving EUMM, Georgia applicable on the date of the transaction. [↑](#footnote-ref-6)
6. OJ L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-7)