

# DRAFT CONTRACT

SUPPLY FRAMEWORK CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No KSCR/PROC/2023-2025/XXX

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

**The Kosovo Specialist Chambers**, Raamweg 47, 2596 HN The Hague, The Netherlands, as represented by its Registrar, Dr. Fidelma Donlon

(‘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>][[3]](#footnote-3), (‘the contractor’), of the other part,

have agreed as follows:

**PROJECT EU Grant Contract CFSP/2023/12 Kosovo Specialist Chambers**

**CONTRACT TITLE Rental of printing devices and provision of managed printing services to the Kosovo Specialist Chambers (KSC) and the Specialist Prosecutor’s Office (SPO)**

**Identification number: KSCR/PROC/2023-2025/1083**

**Article 1 Subject**

* 1. The subject of the framework contract shall be the rental of printing devices and provision of managed printing services by the contractor to the Kosovo Specialist Chambers and the Specialist Prosecutor’s Office (as specified in Annex II – Technical Specifications and Annex II a) Terms of Reference.

The place of acceptance of the supplies shall be Kosovo Specialist Chambers, Raamweg 47, 2596 HN The Hague, The Netherlands.

Signature of the Framework Contract imposes no obligation on the Contracting Authority to purchase. Only performance of the Framework Contract through approved Order Forms is binding on the Contracting Authority.

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.

The Framework Contract shall be implemented by Order Forms (using the template provided in Annex V) which must be sent to and returned by the Contractor in hard-copy format and which require handwritten (wet ink) signatures. Whenever the Contracting Authority intends to procure supplies pursuant to this Framework Contract, it shall send an Order Form to the Contractor bearing original handwritten signatures.

Within 2 working days after receipt of an Order Form, the Contractor must either decline the request or confirm the execution of the request by physically returning the countersigned Order Form to the Contracting Authority. The 2 working days response time shall be based on normal business hours of the Contracting Authority, which are Monday to Friday (excluding KSC official holidays) between 8:30 am and 5:00 pm.

Exceptionally, original Order Forms, once signed internally by the Contracting Authority with wet ink signature, may be exchanged electronically (scanned) with the Contractor. In all instances this shall be followed up immediately by exchanging the original Order Form by physical mail for wet ink signature by the Contractor.

The Contractor shall not start with the provision of any supplies before an approved Order Form is countersigned and returned to the Contracting Authority.

If the Contractor repeatedly refuses to sign Order Forms or repeatedly fails to send them back on time, the Contractor may be considered in serious breach of its obligations under this Framework Contract as set out in Article 36.2(a) of the General Conditions.

The time limit for delivery shall be 30 days after receiving the first Order Form and the Incoterm applicable shall be DDP[[4]](#footnote-4). Any subsequence units shall be delivered in 5 days after receiving a signed Order Form.

Trainings shall be delivered within 10 days after the first lot of devices are delivered.

Upon termination of the contract, the Contractor will remove the devices and the unused consumables from SPO and KSC premises within 5 working days.

If any type of consumable is running low, the Contractor shall provide additional stock within 4 working days upon notification by the Contracting Authority.

The Contractor will ensure on-site response time within one (1) working day at the KSC and SPO headquarters and at the KSC prison in The Hague (subject to security access control procedures), which should last approximately 30 minutes per visit.

If (i) a device with a Severity Level One problem is unavailable for more than 2 working days or (ii) a specific device consistently fails with more than 1 Severity Level One problems or 3 Severity Two problems reported within any two months period, then that device shall be serviced on-site. The device shall be serviced by the Contractor within 3 working days after having received the Severity report that exceeds the aforementioned threshold, at no extra cost for the Contracting Authority.

If (i) a device with a Severity Level One problem is unavailable for more than 4 working days or (ii) a specific device consistently fails (more than 3 Severity Level One problems or 5 Severity Two problems reported within any two months period), then that device shall be replaced. The device shall be replaced by the Contractor within 6 working days after having received the Severity report, at no extra cost for the Contracting Authority.

The replacement devices should be of equal or greater performance specifications. If the specific brand/model is not available, then the Contractor and SPO/KSC must mutually agree on the change of device. The prices “per device” for the replacement devices shall be the same or lower than the previous device.

If more than 2 devices are simultaneously unavailable with a Severity Level One problem for more than 1 working days, Contractor shall dispatch a service engineer next business day.

* + - 1. During the lifetime of the Framework Contract, the Contracting Authority may request the Contractor to supply items similar or accessory to the ones included in the Framework Contract.

In these cases, the Project Manager of the Contracting Authority reserves the right to request the quotation from the Contractor and assess the reasonableness of price quoted by the Contractor based on the normal retail prices for Dutch market.

When the price quoted is accepted, the item(s) will have the same regime as the item(s) listed and accepted from the initial Contractor’s offer.

* 1. The contractor shall comply strictly with the terms of the special conditions and the technical annex.

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, a certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment. **Not applicable.**

**Article 3 Price**

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 framework contract agreement;
* the special conditions
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders)];
* 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 (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**

5.1Any references in this contract to the ‘Certificate of Provisional Acceptance’ and ‘Certificate of Final Acceptance’ or words of similar meaning should either be ignored or be read and understood as referring to any document whereby the Contracting Authority or the Project Manager certifies that delivery of supplies has taken place in accordance with the provisions of this contract. Such document can be either a signed delivery note/waybill/packing slip or any other document that acts as proof of receipt/acceptance in whatever format as deemed appropriate by the Contracting Authority or the Project Manager in their sole discretion.

5.2The Kingdom of The Netherlands and the Republic of Kosovo have agreed in Article 17.2 of their Agreement of 15-02-2016 concerning the Hosting of the Kosovo Relocated Specialist Judicial Institution in The Netherlands (of which The Kosovo Specialist Chambers is part) to fully exonerate the following taxes:

17.2.a) import and export taxes and duties;

17.2.d) value added tax paid on goods and services supplied on a recurring basis or involving considerable expenditure;

Special note for contracts with natural persons: The Contractor shall not interpret any part of the services to the Contracting Authority as creating any employment relationship between the Contractor and the Contracting Authority. Tax exemption privileges that have been extended by the Host State to the Kosovo Specialist Chambers and its staff and officials are not applicable to the Contractor. The Contractor must him-/herself determine which taxation status applies to him/her within the Host State, or elsewhere, based on the merits of his/her nationality and residence status and pay him-/herself from the contract’s all-inclusive daily rate any taxes that are to be levied on him/her in relation to providing the services and receiving payments under this contract.

Special note for contracts with legal persons based in The Netherlands: For contracts with a value of 35.000 Euro or higher, if the Contractor, through the Contracting Authority, has received an EU VAT Exemption Certificate for this Contract (duly certified by the Tax Authorities of The Netherlands in accordance with Directive 2006/112/EC Article 151 and Directive 2008/118/EC Article 13), then the Contractor shall issue all invoices against this Contract exclusive of VAT. If no, or for as long as no such Exemption Certificate is, or has been issued, then all invoices against this Contract should be inclusive of VAT.

Special note for contracts with legal persons based outside of The Netherlands, but within the European Union: The Contracting Authority will request an EU VAT Exemption Certificate for this Contract (to be duly certified by the Tax Authorities of The Netherlands in accordance with Directive 2006/112/EC Article 151 and Directive 2008/118/EC Article 13), which shall be issued to the Contractor. The Contractor shall issue all invoices against this Contract exclusive of VAT.

Special note for service contracts with legal persons based outside of the European Union: If the services to be provided are explicitly delivered at, or if the resulting outcome of the services are explicitly delivered/returned to the seat of the KSC, in The Hague, The Netherlands, the Contractor shall issue all invoices against this Contract exclusive of VAT under the relevant provisions of their country’s tax regime (i.e., for services not provided within the Contractor’s country of incorporation).

Done in English in two originals: one original being for the Contracting Authority and one original being for the contractor.

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| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: | Dr Fidelma Donlon |
| Title: |  | Title: | Registrar |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

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)