

LIMITE

***B. DRAFT FRAMEWORK CONTRACT AND SPECIAL
CONDITIONS, INCLUDING ANNEXES***



KOSOVO SPECIALIST CHAMBERS &
SPECIALIST PROSECUTOR'S OFFICE

DRAFT FRAMEWORK CONTRACT

**SUPPLY FRAMEWORK CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS**

No: KSCR/PROC/2021-2023/XXX

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Kosovo Specialist Chambers (KSC)
Raamweg 47
2596 HN The Hague
The Netherlands

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>
[<Legal status/title>]¹
[<Official registration number>]²
<Full official address>
[<VAT number>]³, (‘the contractor’)

of the other part,

have agreed as follows:

PROJECT: EU Grant Contract CFSP/2021/17 Kosovo Specialist Chambers

**CONTRACT TITLE: Framework contract for supply of 2 storage servers for
Veeam backups**

Tender identification number: KSCR/PROC/2021-2023/0926

Article 1 Subject

1.1 The subject of the framework contract shall be:

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

³ Except where the contracting party is not VAT registered.

the supply, and provision of maintenance and support to the Kosovo Specialist Chambers
of the following supplies:

- **2 (two) storage servers for Veeam backups,**

The place of acceptance of the supplies shall be The Hague, Raamweg 47, 2596 HN, The Netherlands the time limits for delivery shall be **the latest on 14 June 2023- RACK MOUNTED and provision of maintenance and support for 2 to 4 years after the provisional acceptance** and the Incoterm applicable shall be DDP. The implementation period of tasks shall run from the date of signature by both parties to two years after the date for provisional acceptance.

This framework contract shall be immediately terminated without notice thereof and without the parties having any liability or obligation whatsoever to each other arising out of or in connection with the non-performance of this contract in following event:

- **Failure by the contractor to deliver any and all goods covered by this contract on or before the 14 June 2023 at Raamweg 47, The Hague, The Netherlands.**

This framework contract shall be implemented through Order forms, by applying the reopening of the competition system, which consist of the following:

As an outcome of the tender procedure, the Contracting Authority has issued an award decision naming the successful tenderers to sign the framework contracts. After the signature of the framework contracts, suppliers may be invited to submit a financial offer as long as stock is available when purchasing decisions are made.

Every time a purchasing decision is made, the Contracting Authority shall invite all Suppliers that signed the framework contract to submit a financial offer as long as stock is available. The offers must be submitted by email or by post, as indicated in the invitation letter. The Contracting Authority will evaluate the offers based on price and the Supplier with lowest price as long as stock is available will be afforded the first opportunity to accept and sign an Order form.

The second lowest bid Supplier (second lowest price as long as stock is available) can be invited to accept an Order form if the lowest bid supplier cannot deliver the whole quantity required. The Contracting Authority can invite also the third lowest bid Supplier to accept and sign an Order Form if the previous suppliers cannot deliver the whole quantity required, and so on. While Suppliers are obliged to keep to the terms and conditions of the framework contract, they are not obliged to entertain a purchase request if stocks are insufficient to deal either with the volume of the supplies ordered or with the delivery timeline.

Within 5 working days from receipt of the Order form, the Supplier shall respond to the Contracting Authority:

- either accepting the Order form, in which case the Supplier shall sign and return the Order form by email to the Contracting Authority (original paper format to be sent by post/courier afterwards);
- or rejecting the Order form, in which case the Supplier shall provide the Contracting Authority with reasons for his refusal.

In the event of failure to observe the above deadline of 5 working days, the Supplier shall be considered out of stock. The Supplier may request clarifications to the Order form by email no later than 3 working days prior to the date on which his response is due. The Contracting Authority shall provide the clarifications sought by the Contractor no later than 2 working days prior to the date on which the Contractor's response is due.

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If the Supplier with the lowest price rejects the Order form, or does not reply by the deadline, or fails to fulfill its contractual obligations, the Contracting Authority shall be entitled to place the same Order form with the second (second lowest price) Supplier on the list, then, if necessary, with the third, and so on, until a Supplier is found who is able and willing to accept and entertain the Order form in a manner satisfactory to the Contracting Authority.

The period allowed for the delivery of the supplies covered by the Order form shall start to run on the date the Contractor returns it to the Contracting Authority, unless agreed otherwise in writing by the Contractor and the Contracting Authority.

Order forms must be accepted and entertained in their entirety. Partial acceptance of such Order forms may – under certain circumstances and to some extent – be allowed by the Contracting Authority if deemed necessary or appropriate in its sole discretion.

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

1.3 Not applicable.

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.

Article 3 Price

3.1 This framework contract is concluded at EUR 0 (zero Euro) value. The cumulative value of contract awards after reopening of the competition shall be EUR <amount in numbers> (<amount in words> Euro) for all <insert number> Contractors. The maximum amount of this framework contract – for its entire duration – shall be EUR <amount in numbers> (<amount in words> Euro). However, this must in no way be construed as a commitment on the Contracting Authority to purchase for the maximum amount.

The final price of the supplies shall be that shown on the financial offer (specimen in Annex IV) submitted after the reopening of the competition.

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 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 (Annex V)];

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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

The following conditions to the contract shall apply:

The 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 or legal persons based in The Netherlands: 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 such Exemption Certificate is issued, then all invoices against this Contract should be inclusive of VAT.

or

Special note for contracts with natural or 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.

For the contractor

For the contracting authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

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