# DRAFT CONTRACT

SUPPLY FRAMEWORK CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No KSCR/CONT/2021-2023/XXX

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

**The Kosovo Specialist Chambers**, P.O. Box 47, 2501 CA 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/2021/17 Kosovo Specialist Chambers**

**CONTRACT TITLE**

**Supply and delivery of uniforms and miscellaneous security equipment to the Kosovo Specialist Chambers (KSC)**

**Tender reference number**

**KSCR/PROC/2021-2023/0774**

**Article 1 Subject**

* 1. The subject of the contract shall be:

the supply and delivery of uniforms and miscellaneous security equipment to the KSC.

The place of acceptance of the supplies shall be Kosovo Specialist Chambers, Raamweg 47, 2596 HN The Hague, The Netherlands. The time limit for delivery shall be 45 calendar days from acceptance by the Contractor of an Order Form issued by the Contracting Authority and the Incoterm applicable shall be DDP[[4]](#footnote-4).

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 to be sent exclusively by e-mail. Whenever the Contracting Authority intends to procure supplies pursuant to this Framework Contract, it shall send a scanned signed Order Form to the Contractor.

The Contractor must, within 3 working days after submission from the Contracting Authority, either decline the request or confirm to the Contracting Authority the execution of the request. The 3 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 5:30 pm.

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.

* + 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.

1.2 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.

**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**. However, this must in no way be construed as a commitment on the Contracting Authority to purchase for the maximum amount.

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**

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:

a) import and export taxes and duties;

b) 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.*

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)