

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



KOSOVO SPECIALIST CHAMBERS & SPECIALIST PROSECUTOR'S OFFICE

DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS No KSCR/CONT/2023-2025/XXX

FINANCED FROM THE GENERAL BUDGET OF THE UNION

Kosovo Specialist Chambers, 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/2023/12 Kosovo Specialist
Chambers**

**CONTRACT TITLE: Supply and delivery of [one]/[two]/[three] 8+1-
seater passenger minivan[s] to the Kosovo Specialist Chambers**

Tender reference: KSCR/PROC/2023-2025/0968

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.

Article 1 Subject

- 1.1 The subject of the contract shall be: the Supply and delivery of [one]/[two]/[three] 8+1-seater passenger minivan[s]:
Lot 1: one (1) unit Electric- or Hybrid-powered minivan; [and/or]
Lot 2: two (2) units Fuel-powered minivans.

The place of acceptance of the supplies shall be The Kosovo Specialist Chambers, The Hague, The Netherlands, the time limits for delivery shall be 14 June 2025 and the Incoterm applicable shall be DDP⁴.

- 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

No rule (of limitation) of origin shall apply for any goods purchased.

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 <insert price>
- 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 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

- 5.1 Any 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 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 at its sole discretion.

⁴ DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

5.2 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.c) tax on passenger motor vehicles and motorcycles (BPM);

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

Special note for contracts with natural or 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 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.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name: Dr Fidelma Donlon

Title: Registrar

Signature:

Date: