

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

2.1 The language used shall be English.

Article 4 Communications

4.1 For the contracting authority

Name:	
Adress:	
Telephone:	
E-mail:	

For the contractor

Name:	
Adress:	
Telephone:	
E-mail:	

Article 9 General obligations

With respect to Articles 9.7 and 9.9 of the General Conditions, in relation to the specific safety, security, confidentially and secrecy requirements of the Contracting Authority and its staff, the Contractor shall (i) limit visibility to the financial contribution of the European Union to the absolute minimum and essential, as directed by the Contracting Authority and (ii) not use the contract's reference for marketing or tendering purposes without prior approval of the contracting authority.

Article 10 Origin

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

Article 11 Performance guarantee

- 11.1 The amount of the performance guarantee shall be 10 % of the total contract price and will apply only for confirmed orders placed by order forms, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

- 12.1(b) By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to value of the Order Form from which the Contractor's liability directly or indirectly arises out of.

Article 18 Commencement order

- 18.1 The implementation of the tasks is to commence on the date of signature of the Order Form by both parties.

Article 19 Period of implementation of the tasks

- 19.1 The start date of the Contract shall be the date of signature of the Contract by both parties.

The period for supply and delivery of goods is until 14 June 2023, inclusive while the period for implementing the task runs to the two years after the 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.**

Article 25 Inspection and testing

- 25.2 The goods will be inspected and tested in The Hague, The Netherlands. The location for inspection and testing will be the KSC premises located at Raamweg 47, 2596 HN.

Article 26 General principles for payments

- 26.1 Payments shall be made in euros and pre-financing is not applicable to this contract.

In addition to Article 26.2 of the General Conditions of Contract, in case of bank charges for bank transfers, if and when such are charged by the bank(s), the costs of the transfer shall be borne in the following way:

- (a) cost of dispatch, charged by the bank of the Contracting Authority, shall be borne by the Contracting Authority;
- (b) cost of receipt, charged by the bank of the Contractor, shall be borne by the Contractor;

- (c) all costs of a repeated transfer, if and when the need for repayment is caused by one of the parties, shall be borne by the party causing repetition of the transfer.

Payments shall be authorised and made by Finance and Budget Unit of the Kosovo Specialist Chambers.

- 26.3 By derogation, the final payment to the contractor of the amounts due shall be made within 45 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.
- 26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above: the invoice(s) together with the request for provisional acceptance of the supplies.
- 26.9 Prices contained in the financial annex provided after the reopening of the competition are fixed and not subject to revision for the whole duration of the contract.

Article 28 Delayed payments

- 28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11.

- 31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:
- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

- 32.6 The standard conditions for the commercial warranty of the supplier are applicable.

- 32.7 The warranty must remain valid for 24 months after provisional acceptance. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 After-sales service

- 33.1 The supplier will provide maintenance and support covering the period of 2 years after the provisional acceptance.

Article 40 Settlement of disputes

Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be settled finally by arbitration in accordance with the Permanent Court of Arbitration (“PCA”) Arbitration Rules 2012 at the request of either Party. The Parties hereby agree that the arbitral proceedings shall be limited to one arbitrator and the legal seat of the arbitration be in The Hague. Article 9.7 (confidentiality of information or documents) of the General Conditions of Contract shall extend to the settlement of disputes proceedings.

Article 41 Applicable law

This Contract shall be governed by the substantive law of The Netherlands. Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Kosovo Specialist Chambers.

Article 44 Data protection

Processing of personal data related to a tender procedure launched by the Kosovo Specialist Chambers takes place in accordance with European Union (EU) standards and rules on personal data protection applied by the Kosovo Specialist Chambers (KSC) and, in particular, with Articles 1.3 and 1.4 of the General Conditions of the Grant Contract concluded between the EU and the KSC, the latter being the contracting authority for this procedure.

The tender procedure and the resulting contract relate to the implementation of an external action funded by the EU represented by the European Commission.

Your reply to the invitation to tender involves the transfer of personal data to the contracting authority. They will be processed for the purposes of the management and administration of the procurement procedure, and of the resulting contract in implementation of the Grant Contract concluded by the KSC and the Commission, without prejudice to possible transmission to the European Commission and to the bodies in charge of monitoring or inspection tasks in application of EU law.

Details concerning the processing of your personal data by the contracting authority are available on the privacy statement at <https://www.scp-ks.org/en/privacy-notice>

The controller for the processing of personal data carried out within the contracting authority is the Kosovo Specialist Chambers.

To the extent that the contract covers an action financed by the European Union, the contracting authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement, being the Grant Contract [in particular, its Articles I.3 and I.4 of the General Conditions] concluded between the EU and the Kosovo Specialist Chambers (the latter being the contracting authority for this contract).

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).

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 Kosovo Specialist Chambers.

When personal data is transmitted by the contracting authority (the KSC) to the European 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^[1] and as detailed in the specific privacy statement published at ePRAG: <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes>

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^[1] OJ L 205 of 21.11.2018, p. 39