



# KOSOVO SPECIALIST CHAMBERS & SPECIALIST PROSECUTOR'S OFFICE

## ***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, confidentiality 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 No performance guarantee is required.

## **Article 12 Liabilities and insurance**

12.2(a), paragraph 1 By derogation from Article 12.2(a), paragraph 1, of the general conditions, the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market.

12.2(a), paragraph 2 By derogation from Article 12.2(a), paragraph 2, of the general conditions, the contractor is not required to provide the contracting authority with cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected. This does not exclude the obligation of the contractor to provide such, if and when required by the contracting authority, upon request.

12.2(a), paragraph 3 By derogation from Article 12.2(a), paragraph 3, of the general conditions, the contractor does not need to explicitly obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage.

## **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 implementing the tasks (delivery of the supplies to the Kosovo Specialist Chambers in The Hague) will be no later than 14 June 2025.

The Contract shall automatically terminate after 14 June 2025, without the need for the Contracting Authority to serve the Contractor any notice thereof.

## **Article 25 Inspection and testing**

25.2 The minibuses will be inspected and tested in The Hague, The Netherlands. The location for inspection and testing will be chosen at the discretion of the Contracting Authority (contractor's premises, KSC premises, etc).

## **Article 26 General principles for payments**

26.1 Payments shall be made in euros.

26.2 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.
- 26.3 Final payment shall be made within 60 days from the date on which an invoice is registered by the contracting authority, together with a 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.

## **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 32 Warranty obligations**

- 32.7 a) The manufacturer's warranty on the vehicles and all standard equipment and accessories supplied with / equipped to those vehicles by the original vehicle manufacturer/distributor, must remain valid for 24 months after provisional acceptance of the supplies by the contracting authority.
- b) All other equipment and accessories that is not supplied with the vehicles by the original vehicle manufacturer/distributor, must remain valid for 365 days as per General Condition 32.7.

## **Article 40 Settlement of disputes**

- 40.4 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**

- 41.1 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 only 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<sup>[1]</sup> and as detailed in the specific privacy statement published at: [https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a\\_en?filename=privacy-statement-indirect-management.pdf](https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a_en?filename=privacy-statement-indirect-management.pdf)

\* \* \*

---

<sup>[1]</sup> OJ L 205 of 21.11.2018, p. 39