



**Framework contract for the provision rental of printing devices and
provision of managed printing services to the Kosovo Specialist Chambers
Location – The Hague, The Netherlands**

Tender reference #: KSCR/PROC/2023-2025/1083

CLARIFICATIONS I

Questions	Answers
<p>1. 07.Annex I - General Conditions – Article 5: Assignment</p> <p>The client (KSC and SPO) indicates that assignment of the contract by the contractor to its finance company is excluded. However, this is very common in the industry. The contractor also transfers its contracts to a finance company.</p> <p>This has no direct consequences for the client, because: the contractor continues to fulfil all rights and obligations under the agreement, the contractor remains the contact person for the client in all areas, the contractor itself takes care of the invoicing and, if desired, the collection, the contractor provides all services under the agreement, the contractor is and remains liable for all obligations under the agreement, the contractor hires employees only in extreme necessity and only with the prior (written) consent of the client, the contractor is the interlocutor in cases not provided for in the agreement or when changes to the agreement are required. In consideration of the above,</p>	<p>Whereas the KSC/SPO’s first major contract for ‘managed print services’ several years ago was indeed concluded with a contractor that financed the offered arrangement under a ‘lease’ construction, the KSC/SPO is currently looking for rental under a framework contract whereby the underlining contract is terminable / non-extendable and consumption based on Order Forms. Full assignment of the future contract/lease may commit KSC/SPO to 4 years and full contract value.</p> <p>Alternatively, the tenderer which posed this question could consider mentioning and describing such legal relation and future obligations under the contract in their tender submission. I.e., submitting the offer as a consortium of themselves as provider and the finance company as the financier”?</p>

<p>does the client agree that the contractor will apply contract transfer?</p>	
<p>2. 07. Annex I - General Conditions – Article 26.3 Are you ok with a payment term of 30 days?</p>	<p>Yes, payment term of 30 days is acceptable. Article 26.3 of the Special Conditions has been changed. New document is attached to these clarifications.</p>
<p>3. 06. Special Conditions – Articles 18.1, 19.1 and 19.2 Commencement order / Period of implementation of the tasks</p> <p>In this article you mentioned; The start date of the Contract shall be the date of signature of the Contract by both parties. Do we understand correctly that the start date of this contract connects based on the current situation?</p>	<p>The KSC/SPO has a running contract for the same services. The current contract will expire on 09 January 2024.</p> <p>The signing of a new framework contract prior to that date imposes no obligations to the parties, because implementation of the contract will only commence with the first Order Form (to be issued beginning of January 2024).</p>
<p>4. 06. Special Conditions – Article 26.9 General principles for payments</p> <p>Do you agree with indexing based on CPI indexation?</p>	<p>No, all prices must be fixed for the entire duration of the contract (i.e. maximum 4 years).</p>
<p>5. 08a Annex IIB – Terms of Reference - Article 4.2 Specific work</p> <p>Do we understand it correct that the lease amounts can be invoiced quarterly upfront and the service amounts quarterly afterwards?</p>	<p>No, pre-financing (upfront payment) is not foreseen in this contract.</p> <p>All invoices will be paid once the services have been provided, i.e. afterwards. It is up to the future contractor to invoice monthly or quarterly.</p>
<p>6. 08a Annex IIB – Terms of Reference - Article 5.2</p> <p>Is mentioned that a contract is concluded for 12 months with 3 x 12 months extension.</p> <p>Can you confirm a contract for 24 months and 2 x 12 months optional extension, as mentioned in document 06.Specialconditions1083 article 19.2 on page 2, as the correct duration-period of this contract?</p>	<p>The initial duration of the contract is for 24 months with possibility to extend if for 2 additional periods of 12 months. Total duration of the framework contract is maximum 4 years.</p> <p>The article 5.2 of Terms of Reference has been updated, new version is attached to these clarifications.</p>
<p>7. According to our administration you are now using Pcounter from us.</p>	<p>The Terms of Reference has been modified, the reference to PaperCut has been removed from Sections 2.3. and 4.1 – 3.</p>

Is there a mistake in document 08a.annexiib-termsof
reference chapter 4 Scope of the Work at section 4.1
Detailed Service Specifications article 2 and 3 on page
4 where you mention that the follow me software is
PaperCut?