

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



KOSOVO SPECIALIST CHAMBERS
DHOMAT E SPECIALIZUARA TË KOSOVËS
SPECIJALIZOVANA VEÇA KOSOVA

DRAFT FRAMEWORK CONTRACT

SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No KSC/CONT/2018/xxx

FINANCED FROM THE GENERAL BUDGET OF THE 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
[<Official registration number>]²
<Full official address>
[<VAT number>]³, ('the contractor')

of the other part,

have agreed as follows:

PROJECT Grant Agreement CFSP/2018/12/Kosovo Specialist Chambers CONTRACT TITLE: Framework contract for the supply of printed materials

**Tender reference: KSCR/PROC/2018/0277 –Framework Contract for the supply of printed
materials**

Article 1 Subject

- 1.1 The subject of the Framework Contract shall be the supply of printed materials as per the Annex II+III with tender reference number KSCR/PROC/2018/0277 ('the supplies')

The place of acceptance of the supplies is mentioned in article 29 and will be stated in the order forms, the time limits for delivery shall be in accordance with the technical offer

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.

(Annex II+III) and will start from the date of acknowledgement by the contractor of the order forms issued for the implementation of this contract. The Incoterm applicable shall be DDP⁴.

- 1.2 The contractor shall comply strictly with the terms of the technical specifications and the technical offer (Annex II+III).
- 1.3 The signature of the framework contract imposes no obligation on the Contracting Authority to spend the maximum budget mentioned in article 3 of this contract and/or order any of the supplies estimated in the Annex II+III.
- 1.4 The Framework Contract will be implemented by Order Forms. I.e. whenever the Contracting Authority intends to order printed materials pursuant to this framework contract, it shall send an Order Form to the contractor.

Article 2 Origin

All supplies under this contract may originate from any country.

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 xxxx**, 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 contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- 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

- a. Whenever the Contracting Authority seeks to buy supplies/services covered by this Framework contract, it shall send to the Contractor an Order form – using the template presented in the contract – detailing both the type and quantity of the services/supplies

⁴ DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

required. The manner in which an Order form shall be placed by the Contracting Authority is through a PDF attachment sent to the Contractor via electronic mail.

b. Orders may also be placed through a simple email message or over the phone in cases of urgent necessity as determined by the Contracting Authority in its sole discretion. The Contractor shall accept such orders and treat them with the utmost promptness and efficiency.

c. The Contracting Authority may also happen to order items other than those explicitly mentioned in this Framework contract if the need arises. If this occurs, the Contractor's standard rates and discounts shall apply. In any case, the cost of the supplies not explicitly mentioned in this Framework contract shall be separately negotiated between the Contracting Authority and the Contractor on a case-by-case basis prior to an order being placed. The Contracting Authority reserves the right to procure items not explicitly mentioned in this Framework contract from alternative sources offering better deals and prices than those proposed by the Contractor.

5.1 The Kingdom of The Netherlands and the Republic of Kosovo have agreed in their Interim Agreement of 26 January 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: 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.

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:

Title:

Signature:

Date: