

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 – the Project Manager

The Kosovo Specialist Chambers

PO Box 47

2501 CA The Hague

The Netherlands

POC:

Tel:

Email:

For the Contractor:

[Full address + POC details]

Article 6 Subcontracting

- 6.3 Subcontracting is allowed.

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 Not applicable.

Article 12 Liabilities and insurance

- 12.1(a) By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the value of the respective order form.
- 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 the value of the respective order form.
- 12.2(b) The Contractor shall bear all costs and risks of loss of or damage to the supplies until such time as they are inspected and accepted by the Contracting Authority.

Article 18 Commencement order

- 18.1 The contract shall enter into force upon its signature by both the Contracting Authority and the Contractor.

Article 19 Period of implementation of the tasks

- 19.1 This contract is concluded for a period of 1 year starting from the date of its signature by both the Contracting Authority and the Contractor. (by using order forms).

Implementation of this contract shall be done through Order Forms. The period of implementation of each Order Form shall correspond to the timelines laid down in this Framework Contract and each individual form.

The Contractor shall notify the Contracting Authority of the date and time of delivery in accordance with the deadlines set in the order forms. Deliveries may be made Monday to Friday (excluding KSC official holidays) between 8:30 am and 5:30 pm.

Renewal: This contract shall be renewed automatically up to two times – each time for a period of maximum 1 year each, with an ultimate expiry date of 14 June 2021 – under the same terms and conditions, unless written notification to the contrary is sent by one of the parties and received by the other 3 months prior to the expiry of the initial period or any subsequent renewal thereof.

The Contract is signed under suspensive clause mentioned below in article 23.

Article 23 Suspension

Continuation of this contract beyond 14 June 2019, as well as beyond the same calendar day 14 June of the one year thereafter in case of any contract renewals, will be subject to and be conditional upon:

- (i) continuation or extension of the mandate of the Contracting Authority;
- (ii) prior adoption of a financing decision and the prior conclusion of a financing agreement for the Contracting Authority;

(iii) availability of funds in the relevant budget line(s) of such financing agreement.

If any of the above conditions are not satisfied, the contract shall be suspended with immediate effect and should the period of suspension exceed 90 days, the contract will automatically terminate.

Article 26 General principles for payments

26.1 Payments of the amounts due shall be made in **euros**, within thirty (30) calendar days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice. Payments shall be done in accordance to the agreed prices into the bank account notified by the Contractor to the Contracting Authority.

Payments shall be authorised and made by Finance Unit of the Contracting Authority.

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 The final payment to the contractor of the amounts due shall be made within 30 days following provisional acceptance of the goods delivered under each order form, after receipt by the contracting authority of an admissible invoice.

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 (Annex C11).

26.9 The Contract shall be at fixed prices which shall not be revised.

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 29 Delivery

The Contractor bears the ultimate responsibility for loss or damage to the supplies to be purchased under this contract until final delivery to the following location/s as specified in the order forms:

Kosovo Specialist Chambers (KSC)
Saturnusstraat 9
2516 AD The Hague
The Netherlands

OR

Raamweg 47
2596 HN The Hague
The Netherlands

All supplies to be purchased under this contract must be delivered under the DDP¹ Incoterms regime. The Contractor shall notify the Contracting Authority of the date and time of delivery at least 1 working day in advance. Delivery and installation may be made Monday to Friday (excluding KSC official holidays) between 8:30 am and 5:30 pm.

The supplies must comply fully with the technical specifications (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex C11. The template can be downloaded at the following link: <http://ec.europa.eu/europeaid/prag/document.do?isAnnexes=true>

- 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 Any and all products to be purchased under this contract must be new, unused and they all must be covered by the standard manufacturer's warranty. The warranty period shall commence from the date of the provisional acceptance of these products by the Contracting Authority.

The Contractor shall be responsible for any and all defects in these products that may exist at the time of their receipt by the Contracting Authority or that may arise during the warranty period. If during the warranty period the Contractor receives notice of a defect in any product, the Contractor shall either repair or replace free of charge the faulty product within a reasonable time and without causing significant inconvenience to the Contracting Authority.

¹ DDP (Delivered Duty Paid) – Incoterms 2010 International Chamber of Commerce – <http://www.iccwbo.org/incoterms/>

The warranty shall cover any and all costs arising out of or in any way connected with the repair or replacement of a defective product, including any shipping charges associated with the transportation of such repaired or replaced product to and from the location where it was originally delivered, unless otherwise agreed by the Contractor and the Contracting Authority.

Article 36 Termination by the Contracting Authority

- 36.1 The Contracting Authority may at any time, by providing 60 days' notice, subject to Article 36.9, terminate the contract, except as provided for under Article 36.2.

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

- 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 and Specialist Prosecutor's Office.

Article 44 Data protection

Not applicable.

Article 45 Further additional clauses

Not applicable

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