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



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# DRAFT FRAMEWORK CONTRACT

SUPPLY FRAMEWORK CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No KSCR/CONT/2023-2025/xxx

**financed from the general budget of the Union**

Kosovo Specialist Chambers (KSC)

Raamweg 47

2596 HN The Hague

The Netherlands

 (‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3)

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT:**

**EU Grant Contract CFSP/2021/17 Kosovo Specialist Chambers**

**FRAMEWORK CONTRACT TITLE:**

**Supply of IT Hardware and software to the Kosovo Specialist Chambers**

**Tender number:** KSCR/PROC/2023-2025/1160

**Article 1 Subject**

## The subject of this framework contract is the supply, delivery, unloading, installation and after-sales service of the following goods upon their order through issuance of an Order Form and following a reopening of competition between all contractors of the framework contract:

## ICT Hardware and Software (the hardware and software, and their specifications are described in Annex II and III).

The place of acceptance of the supplies shall be the KSC premises, located at Raamweg 47, 2596 HN, The Hague, The Netherlands. The time limits for delivery will be specified in each and every individual Order form issued in connection with this Framework Contract and the Incoterm applicable shall be DDP[[4]](#footnote-4). The Contractor shall notify the Contracting Authority of the date and time of delivery at least 3 working day(s) in advance. Deliveries may be made Monday to Friday (excluding KSC official holidays) between 8:30 am and 5:00 pm.

This framework contract will be implemented using the ‘reopening of competition’ mechanism every time the need for supplies arises. A multiple framework contract with reopening of competition means a situation whereby separate but identical framework contracts are concluded between the Contracting Authority and all bidders that were successful at the first stage of the tender process (without any priority among them), to lay down the basic terms and implementing conditions for a series of Order Forms to be placed over a given period, which in this case is 1 year with 3 possible extensions of 1 year each.

Should the need for supplies arise, the Contracting Authority will simultaneously send a Request for Quotations to all the Contractors, which will be put into competition to provide their best and final price for the supplies sought in that particular Request for Quotations within the time limit set by the Contracting Authority. Following the receipt and evaluation of the quotations, the Contracting Authority will place the Order Form with the Contractor submitting the offer with the lowest price, provided that it is compliant with all the requirements laid down in the Request for Quotations.

Prices quoted in response to a Request for Quotations must not include VAT and must be calculated on a DDP[[5]](#footnote-5) basis for any and all supplies sought in that Request for Quotations.

Signature of this Framework Contract imposes no obligation on the Contracting Authority to purchase. Only performance of this Framework Contract through approved Order Forms is binding on the Contracting Authority.

Signature of the Framework Contract does not confer any exclusive right on the Contractor to provide the supplies which are the subject of the Framework Contract

This Framework Contract shall be implemented by Order forms (using the template provided in Annex V) which must be sent to and returned by the Contractor in hard-copy format and which require handwritten (wet ink) signatures. Within 3 working days after receipt of an original Order Form signed by the Contracting Authority, the Contractor must either decline the request or confirm the execution of the request by physically returning the countersigned Order Form to the Contracting Authority. The 3 working days response time shall be based on normal business hours of the Contracting Authority, which are Monday to Friday (excluding KSC official holidays) between 8:30 am and 5:00 pm.

Exceptionally, original Order Forms, once signed internally by the Contracting Authority with wet ink signature, may be exchanged electronically (scanned) with the Contractor. In all instances this shall be followed up immediately by exchanging the original Order Form by physical mail for wet ink signature by the Contractor.

If the Contractor offering the lowest price rejects the Order form, or does not reply by the deadline, or fails to fulfill its contractual obligations, the Contracting Authority shall be entitled to place the same Order form with the Contractor offering the second lowest price , then, if necessary, with the third, and so on, until a Contractor is found who is able and willing to accept and entertain the Order form in a manner satisfactory to the Contracting Authority.

The period allowed for the delivery of the supplies covered by the Order form shall start to run on the date the Contractor returns it to the Contracting Authority, unless agreed otherwise in writing by the Contractor and the Contracting Authority.

Order forms must be accepted and entertained in their entirety. Partial acceptance of such Order forms may – under certain circumstances and to some extent – be allowed by the Contracting Authority if deemed necessary or appropriate in its sole discretion.

The Contractor shall not start with the provision of any supplies before an approved Order Form is countersigned and returned to the Contracting Authority.

If the Contractor repeatedly refuses to sign Order Forms or repeatedly fails to send them back on time, the Contractor may be considered in serious breach of its obligations under this Framework Contract as set out in Article 36.2(a) of the General Conditions.

* + 1. During the lifetime of the Framework Contract, the Contracting Authority may request the Contractor to supply items similar or accessory to the ones included in the Framework Contract.

In these cases, the Project Manager of the Contracting Authority reserves the right to request the quotation from the Contractor and assess the reasonableness of price quoted by the Contractor based on the normal retail prices for Dutch market.

When the price quoted is accepted, the item(s) will have the same regime as the item(s) listed and accepted from the initial Contractor’s offer.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

When required, a certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

**Article 3 Price**

3.1 The price of the supplies shall be those given in the quotations submitted by the Contractor in response to the Requests for Quotations issued by the Contracting Authority in applying the ‘reopening of competition’ mechanism. The total maximum contract price shall be EUR \_\_\_\_\_\_\_

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 framework contract is made up of the following documents, in order of precedence:

* the framework contract agreement;
* the special conditions
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders, if any];
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation, if any]);
* the budget breakdown (Annex IV) – Not applicable;
* 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**

* 1. Any references in this contract to the ‘Certificate of Provisional Acceptance’ and ‘Certificate of Final Acceptance’ or words of similar meaning should either be ignored or be read and understood as referring to any 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.
	2. Exemption of taxes: The Kingdom of The Netherlands and the Republic of Kosovo have agreed in Article 17.2 of their Agreement of 15-02-2016 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.

* 1. Special note for contracts with natural or legal persons based in The Netherlands: For contracts with a value of 35.000 Euro or higher, 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, or for as long as no such Exemption Certificate is, or has been issued, then all invoices against this Contract should be inclusive of VAT.

Special note for contracts with natural or legal persons based outside of The Netherlands, but within the European Union: The Contracting Authority will request an EU VAT Exemption Certificate for this Contract (to be 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), which shall be issued to the Contractor. The Contractor shall issue all invoices against this Contract exclusive of VAT.

Done in English in two originals, one original being for the contracting authority, one original being for the contractor.

|  |  |
| --- | --- |
| **For the contractor** | **For the contracting authority** |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. DDP (Delivered Duty Paid — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-4)
5. DDP (Delivered Duty Paid — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-5)