# *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, confidentially 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 The amount of the performance guarantee shall be 5% of the total Order form value and will apply only to confirmed Order forms equal to or exceeding 150,000.00 EUR.

**Article 12 Liabilities and insurance**

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 value of the Order Form from which the Contractor’s liability directly or indirectly arises out of.

**Article 18 Commencement order**

18.1The date on which implementation of the tasks is to commence is the date of counter-signature of the Framework Contract by the Contractor.

**Article 19 Period of implementation of the tasks**

19.1 This Framework Contract shall enter into force on the date of its signature by both parties. It shall be implemented by means of Order forms placed in the manner described in Article 1 of the Framework Contract Agreement. The implementation period of the tasks shall be indicated and defined in the Order forms. These Order forms shall be signed by both parties before the Framework Contract expires.

19.2 This Framework Contract is concluded for an initial period of 12 months with effect from the date on which it enters into force.

The Framework Contract shall be renewed automatically up to 3 times, for periods of 12 months each, unless one of the parties receives formal notification to the contrary at least 3 months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

 The tacit renewal as stipulated above shall be further conditioned by the extension of the mandate of the Kosovo Specialist Chambers and the signing of a grant agreement between the European Commission and the Kosovo Specialist Chambers covering the contractual period within its maximum extension.

In case of non-renewal of the Kosovo Specialist Chambers’ mandate or lack of signing of a grant agreement with the European Commission, the provisions of Article 23 (‘Suspension’) shall apply without obligation by the Contracting Authority to respect the above notice.

Order Forms already signed and accepted by the Contractor shall not be affected by the automatic termination of the Framework Contract and the supplies ordered shall be regularly paid by the Contracting Authority in accordance with the Article 26 of the Special Conditions.

**Article 23 Suspension**

## 23.8 Continuation of this contract beyond 14 June 2025, as well as beyond the same calendar day 14 June of the 3 years thereafter in case of any contract renewals, will be subject to the condition of t**he prior adoption of a financing decision and the prior conclusion of a financing agreement, which does not modify the elements of the procurement procedure under which the contract was awarded (this will be the case, for instance, if the budget initially foreseen is different or if the timeframe, the nature or the condition of the implementation are altered).** If the precedent condition is not met, the contract shall be suspended with immediate effect and should the period of suspension exceed 180 days, in accordance with General Condition 23.7, the contract will automatically terminate.

**Article 25 Inspection and testing**

## 25.2 The goods shall be inspected and tested at the KSC premises, located at Raamweg 47, 2596 HN, The Hague, The Netherlands.

**Article 26 General principles for payments**

26.1 Payments shall be made in Euros and are subject to:

(i) the timely and satisfactory receipt of the supplies for which an order is placed,

(ii) the submission by the Contractor of an original invoice clearly detailing the type, quantity and cost of the supplies being charged.

Pre-financing is possible and will be governed by the General Conditions.

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:

1. cost of dispatch, charged by the bank of the Contracting Authority, shall be borne by the Contracting Authority;
2. cost of receipt, charged by the bank of the Contractor, shall be borne by the Contractor;
3. 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.

26.5 In order to obtain payments, the contractor must forward to the Contracting Authority anadmissible original invoice per received Order form **–** As payment is per order form only.

**Article 28 Delayed payments**

28.2By 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 The warranty for delivered supplies must remain valid for the following periods after provisional acceptance:

 - For consumables and equipment: Minimum 1-year warranty;

- For computers, monitors, and network devices: Minimum 3 years’ warranty.

**Article 33 After-sales service**

33.1 The contractor shall provide after-sales services over a 2-year period starting from the date of provisional acceptance of the supplies.

**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**

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 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[[1]](#footnote-1)[1] and as detailed in the specific privacy statement published at ePRAG: <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes>

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1. [1] OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)