

## ***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 for the KSC

Name:	
Adress:	
Telephone:	
e-mail:	

For the Contracting Authority – the Project Manager for SPO

Name:	
Adress:	
Telephone:	
e-mail:	

For the Contractor

Name:	
Adress:	
Telephone:	
e-mail:	

#### **Article 9 General obligations**

9.9 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 No performance guarantee is required.

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

## **Article 18 Commencement order**

18.1 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.

Each implementation of any tasks under the Framework Contract shall be initiated by the Contracting Authority through the issue of a duly authorised Order Form to the Contractor for its current needs.

Under no circumstances may Order Forms be issued before the commencement date of the Framework Contract, or after the expiration date of said Framework Contract.

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

19.1 The start date of the Contract shall be the date of signature of the Contract by both parties.

19.2 This Framework Contract is concluded for a period of 24 months with effect from the date on which it enters into force. The contract can be extended for 2 additional periods of 12 months. In accordance with the European Union Practical Guide Article 2.4.5, the maximum duration of any Framework Contract is four (4) years.

## **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 two years thereafter in case of any contract renewals, will be subject to the condition of the 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 26 General principles for payments**

- 26.1 Payments shall be made in euros within 30 days of the receipt of the invoice and are subject to:
- i. the submission by the Contractor of an original invoice clearly detailing the invoicing period (monthly or quarterly), quantity of devices and rental costs, and “per impression” costs as per paragraph 4.2. of the Terms of Reference.
  - ii. if a device with a Severity Level One problem is unavailable for more than 5 working days, the device shall be excluded from the monthly rental from the day the Severity Level One problem was reported. The rental cost shall be calculated pro rata.
- 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:
- (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.
- 26.9 Prices shall be fixed and not subject to revision during the entire duration of the contract.

## **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**

- 29.3 The Contractor bears the ultimate responsibility for loss or damage to the supplies covered by this contract until final delivery to the following location:

Kosovo Specialist Chambers  
Raamweg 47, 2596HN The Hague, The Netherlands

All supplies being procured under this contract must be delivered under the DPP Incoterms regime where applicable.

## **Article 36 Termination by the Contracting Authority**

- 36.1. The Contracting Authority may, at any time and with immediate effect, 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**

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 only 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.

## LIMITE

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] and as detailed in the specific privacy statement published at: [https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a\\_en?filename=privacy-statement-indirect-management.pdf](https://fpi.ec.europa.eu/document/download/06a20f37-8529-4712-8cbf-1d527a68717a_en?filename=privacy-statement-indirect-management.pdf)

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