



**SPECIAL CONDITIONS**  
**WIFI System - 18 - PRO171LAD-2018**

**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 departments, other clauses may be added to cover specific situations.

**Article 2 Law applicable and Language of the Contract**

- 2.1 The law of Spain shall apply in all matters not covered by the provisions of the contract.  
2.2 The language used shall be English.

**Article 4 Communications**

Any written communication relating to this Contract between the UfMS, on the one hand, and the Contractor, on the other must state the Contract title and identification number, and must be sent by post, e-mail or by hand.

The Secretariat of the Union for the Mediterranean  
Procurement Service - 18 - PRO171LAD-2018  
[procurement@ufmsecretariat.org](mailto:procurement@ufmsecretariat.org)  
Palacio de Pedralbes - C/ Pere Duran Farell, 11  
08034 Barcelona  
Spain

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For the UfMS, the contract will be managed by the Project Manager. The Project Manager and person in charge for implementing the contract is the **Mr/Mr. [...] - <e-mail>**

For the Contractor: **[...]- <e-mail>**

**Article 6 Subcontracting**

Subcontracting is allowed. The total value of the sub-contracted part of the supplies must not exceed 30% of the contract value. All subcontracting must be approved by the Contracting Authority, either by accepting the Contractor's offer, or, if proposed by the Contractor after contract signature, by prior written approval, being requested and granted.

**Article 7 Supply of documents**

The Contractor shall supply Assembly instructions (in ENGLISH and/or SPANISH) shall be provided for any item that requires assembly.

**Article 8 Assistance with local regulations**

N/A



**Article 10      Origin**

By derogation from Article 10 of the General Conditions, all goods and materials can originate from any country.

**Article 11      Performance guarantee**

No performance guarantee is required.

**Article 12      Liabilities and Insurance**

The contractor shall bear all risk costs including transportation, until provisional acceptance.

**Article 13      Programme of implementation of tasks**

13.2      The delivery shall be done within deadlines as indicated in the implementation schedule.

**Article 14      Contractor's drawings**

14.1      Equipment should be delivered with operations and maintenance manuals.

**Article 15      Sufficiency of tender prices**

Tender prices are fixed and are not subject to revision. No price revision will be accepted under this contract. The tenderer must be certain that the prices quoted will apply for the entire duration of the contract.

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The price, calculated on the basis of DDP include the full cost of delivery of the goods to the place of destination, packing, insurance, transportation, the full cost of clearance formalities, storage, installation, putting into operation, testing and inspection including all cost of consumables, warranty, training, training materials, and manuals.

**Article 17      Patents and licences**

17.1      No derogation from Article 17 of the General Conditions.

**Article 18      Commencement order**

18.1      The implementation of the contract shall begin at the signature by both parties.

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

19.1      The period of implementation of tasks shall be 3 months from the commencement date (although the Framework contract may be terminated at short notice. See article 36 of the special conditions).

**Article 22      Variations**

The Contracting Authority reserves the right, to vary the quantities specified for all the lots at the time of contracting and during the validity of the contract within a range of +/- 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the tender price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.



#### **Article 24      Quality of supplies**

A preliminary technical acceptance will be required until installation, testing and commissioning has been accordingly successful.

#### **Article 25      Inspection and testing**

This will be done upon delivery of the supplies.

#### **Article 26      General principles for payments**

26.1 Payments shall be made in euros.

Payments shall be authorised and made by the Contracting Authority.

For invoicing purposes, please send your invoice/s to the Finance Service at GENERALINVOICES@ufmsecretariat.org; with copy to the Project Manager.

26.3 By derogation, the final payment to the Contractor of the amounts due shall be made within 45 days following provisional acceptance of the goods, 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: For the 100%, the invoice following provisional acceptance of the supplies.

26.9 The prices quoted will be updated once per year in January upon request of the Contractor in accordance with Article 15.1.

#### **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 will, 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**

29.1 The place of acceptance of the supplies shall be the UfMS Headquarters, Barcelona (Spain); and the time limits for the delivery shall be 3 months from the signature of the contract.

29.2 The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

29.3 The delivery shall take place on a working day and during the normal working hours of the UfMS.

#### **Article 31      Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex V.

#### **Article 32      Warranty**

32.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.



32.7 The warranty must remain valid for **3 years** after provisional acceptance.

**Article 40 Settlement of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred for arbitration to the Tribunal Arbitral de Barcelona (TAB) [Barcelona Arbitration Court], of the Associació Catalana per a l'Arbitratge [Catalan Arbitration Association], which is entrusted with the appointment of the arbitrator or arbitrators and the administration of the arbitration in accordance with its Regulations in force at the start of the arbitration.