



SPECIAL CONDITIONS

Microsoft 365 Business and Adobe Acrobat licenses - 25 - PRO297LAD-2020

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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 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

- 4.1 Any written communication relating to this Contract between the contracting authority, 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 - 25 - PRO297LAD-2020
procurement@ufmsecretariat.org
Palacio de Pedralbes - C/ Pere Duran Farell, 11
08034 Barcelona
Spain

For the contracting authority, 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

No documents to be supplied.



Article 8 Assistance with local regulations

N/A

Article 9a Code of conduct

By signing this Contract, the Contractor confirms that it has read, understood and accepted the Contract and all its obligations and conditions, including the UfM Code of Conduct and the Antifraud Policy (published on the Contracting Authority' website).

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

No specific insurance is required for the goods to be supplied under this contract.

Article 13 Programme of implementation of tasks

13.2 There is no specific requirement of the programme of implementation of the tasks.

Article 14 Contractor's drawings

N/A

Article 15 Sufficiency of tender prices

Prices are fixed and not subject to revision during the first year of the Framework Contract.

From the beginning of the second year of performance of the Framework Contract, each price may be revised upwards or downwards each year at the request of one of the parties.

A party may request a price revision in writing no later than one month before the anniversary date of entry into force of the FWC. The other party must acknowledge the request within 14 days of receipt.

At the anniversary date, the contracting authority must communicate the final index for the month in which the request was received, or failing that, the last provisional index available for that month. The contractor establishes the new price on this basis and communicates it as soon as possible to the contracting authority for verification.

Price revision is determined by the formula set out in this article and using the trend in the harmonised indices of consumer prices (HICP) "Spain" published at <https://ec.europa.eu/eurostat/web/hicp/data/database> under HICP (2015 = 100) - monthly data (index) (prc_hicp_midx).



The price revision is calculated using the following formula:

$$Pr = Po \times Ir/Io$$

Where,

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices

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 framework contract shall begin at the signature by both parties.

The framework contract will be implemented by means of “orders” which implementation date will start on the date of reception by the Contractor of a “order”. The person in charge for issuing/placing and executing the purchase orders is the Project Manager.

Under no circumstances may purchase orders be placed before the date on which the framework contract enters into force and/or after the framework contract expires.

Article 19 Period of implementation of the tasks

19.1 Implementation period of the tasks will be 48 months in relation to the date stipulated in the article 18.1.

Article 22 Amendments

As per General Conditions, subject to the provisions of the Public Procurement Regulations.

Article 24 Quality of supplies

No preliminary technical acceptance is required.

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.

26.9 The prices quoted will be updated once per year upon request of one party 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 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

- 29.1 The place of acceptance of the supplies shall be the UfM Secretariat Headquarters, Barcelona (Spain); and the time limits for the delivery shall be **1 working day**.
- 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.

Article 31 Provisional acceptance

The certificate of provisional acceptance must be issued using the template in Annex V.

Article 32 Warranty obligations

- 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 **2 (two) years** after provisional acceptance.

Article 33 After-sales service

- 33.1 Not applicable.

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.