



SPECIAL CONDITIONS
Coffee Supplies - UfMS/IOTP/0005/2016

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 competent Commission departments, other clauses may be introduced to cover specific situations.

Article 2 Law applicable

- 2.1 The law of Spain shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language of the Contract and of all written communications between the Contractor and the UfMS and/or the Project Manager shall be in 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.

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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 not allowed.

Article 7 Supply of documents

N/A

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 Purchase Orders.

Article 14 Contractor's drawings

N/A

Article 15 Sufficiency of tender prices

From the beginning of the second year of performance of the Framework Contract, prices may be revised upwards or downwards each year, where such revision is requested by the Contractor by registered letter in December. Order forms from the second year of performance of the Framework Contract shall be placed on the basis of the revised prices, if applicable.

This revision shall be determined by the trend in the harmonized indices of consumer price index (HICP) European Index of Consumer Prices (EICP) published for the first time by the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \times Ir / Io$$

Where,

Ar = Revised unit price;

Ao = Total unit price in the original tender;

Io = Index for the month when the Contract was signed;

Ir = Index for the month, six months prior to the expiry date of the first year of the Contract.

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 its enter into force.

The Contracting Authority shall inform the Contractor by administrative order of the date on which implementation of the tasks shall begin.

The framework contract will be implemented by means of "purchase orders" which implementation date (governing the 10 days delivery period) will start on the date of reception by the Contractor of a "purchase 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 The period of implementation of tasks shall be 36 months from the signature of the contract.



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

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.

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.

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

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

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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 **10 days**.

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 VI.

Article 32 Warranty

N/A



Article 33 After-sales service

The Contractor will have to maintain and service (for the entire duration of the framework contract), up to 6 coffee dispensers

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.