



## **DRAFT SUPPLY FRAMEWORK CONTRACT**

### **Microsoft365 and Adobe Acrobat licenses - 15 - PRO513LAD-2024**

The Secretariat of the Union for the Mediterranean having its principal place of business at Palau Reial de Pedralbes, Pere Duran Farell, 11 Barcelona 08034, Spain, with VAT number V65362691, hereinafter referred to as “the contracting authority”, represented by Mr [...], Secretary General; one part,

and

<Full official Name of the Contractor>, having its principal place of business at <Full official address>, with <VAT number>, hereinafter referred to as “the Contractor”, on his/her own name / represented by [...], <Legal status/title>; of the other part,

have agreed as follows:

#### **Article 1 Subject**

- 1.1. The subject of the framework contract shall be the Contracting Microsoft 365 Business basic, plan 2 and standard, Exchange Online plan 2, Adobe Acrobat Pro DC, and Creative Cloud licenses.

The parties agree that no supply is to be delivered unless a purchase order is produced by the contracting authority and issued to the Contractor (the 'Purchase Order'). Nothing herein shall oblige the contracting authority to issue any Purchase Order or order any particular supply from the contractor.

- 1.2. The contractor shall comply strictly with the terms of the special conditions and the technical annex.

#### **Article 2 Origin**

No rule of origin is applied.

#### **Article 3 Price**

- 3.1. The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be **EUR 85,000.00** (VAT not included).

The prices quoted may be updated once per year upon request of one of the parties in accordance with Article 26.9 of the Special Conditions.

- 3.2. Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

#### **Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

- the framework contract agreement
- the special conditions
- the general conditions (Annex I)



- the technical specifications (Annex II [including clarification before the deadline for submitting tenders])
- the technical offer (Annex III [including clarification from the tenderer provided during tender evaluation])
- the budget breakdown (Annex IV)
- Specified forms and other relevant documents (Annex V)

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

Done in English in two originals, one original being for the contracting authority and one original being for the contractor.

**For the contractor**

Name: [...]

Title: [...]

Signature:

Date:

**For the contracting authority**

Name: Mr [...]

Title: Secretary General

Signature:

Date:



## SPECIAL CONDITIONS

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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.

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Procurement Service - 15 - PRO513LAD-2024  
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Palacio de Pedralbes - C/ Pere Duran Farell, 11  
08034 Barcelona  
Spain

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

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

#### **Article 6 Subcontracting**

The total value of the sub-contracted part of the supplies must not exceed 40% of the contract value.

#### **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**

No rule of origin is applied.

#### **Article 11 Performance guarantee**

No performance guarantee is required.

#### **Article 12 Liabilities and insurance**

- 12.1.a) By way of derogation from Article 12.1.a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.
- 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 contract value.
- 12.2.a) By derogation from Article 12.2.a) of the general conditions, within one month of the contract commencement, the contractor shall ensure that itself, its staff, its subcontractors, and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- 12.2.b) By derogation from Article 12.2.b), paragraph 1 of the general conditions it is within one month of the contract commencement that "upon request" the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

#### **Article 13 Programme of implementation of tasks**

- 13.2 The contractor shall issue the programme of implementation of tasks within 14 days after the purchase order. The project manager's approval of the programme of implementation shall be within one week the submission of the final version.

#### **Article 14 Contractor's drawings**

Not applicable.

#### **Article 15 Sufficiency of tender prices**

As per General Conditions.

#### **Article 17 Patents and licences**

- 17.1 No derogation from Article 17 of the General Conditions.



## **Article 18 Commencement order**

- 18.1 The commencement date for performance of the contract shall be the date of signature of the contract by both parties.
- 18.2 The contracting authority shall inform the contractor by administrative order of the date on which implementation of the tasks shall begin. The person in charge for issuing/placing and executing the purchase orders is the Project Manager.
- 18.3 Under no circumstances may implementation end after the framework contract expires.

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

- 19.1. The period of implementation of task is 48 months from the start date.

## **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**

The Project Manager shall conduct the inspection of the Software supplied under the Contract, to ensure the complete delivery as per the Contract.

## **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](mailto: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, after receipt by the Contracting Authority of an admissible invoice.  
Monthly payments will be made for services provided during the corresponding month, with cost determined based on the monthly unit price.
- 26.9 Prices are fixed and not subject to revision during the first year of the Framework Contract.

At the beginning of the second year of performance of the contract, each price may be revised upwards or downwards 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 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**

N/A

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

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

#### **Article 32      Warranty obligations**

Where applicable, the contractor throughout the currency of the contract will provide free of charge software updates, including but not limited to, any software changes required due to operational needs of the contracting authority related to the software subject to this contract.

#### **Article 33      After-sales service**

Where applicable, all the release patches and updates related to deployed software will be maintained free of charge throughout the contract period by the contractor with existing features without any implications on cost. This is to assure that the software solution will stay operational within the existing scope. The contractor shall be responsible for operations and maintenance of the software during SLA/operations and maintenance period under the contract.

#### **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.