



DRAFT SUPPLY FRAMEWORK CONTRACT

Nº 22 - PRO579LAD-2025

MAIN CONDITIONS

The Secretariat of the Union for the Mediterranean (UfM Secretariat), with VAT number V65362691, with official address at Palau Reial de Pedralbes, Pere Duran Farell 11, Barcelona - 08034, Spain ('the contracting authority'), represented for the purposes of the signature of this contract by the authorised representative indicated in the respective field under "SIGNATURES" below, of the one part, and

<Full official Name of the Contractor>, with VAT number <VAT number>, with official address at <Full official address> ('the contractor'), represented for the purposes of signing this contract by the authorised representative indicated in the respective field under "SIGNATURES" below, on the other part,

HAVE AGREED as follows:

1. Subject matter

The title of this contract is: "MERAKI licenses"

The terms and conditions applying to this contract are laid down hereafter and in the special and general conditions and their annexes. They shall be deemed to form and be read and construed as an integral part of this contract in the order described in the special conditions.

2. Contract value

The maximum amount covering all purchases under this contract is EUR **30,000.00** (Thirty thousand euros) (VAT not included).

3. Entry into force and duration

This contract enters into force on the date on which the last party signs it.

The maximum duration of this contract is 36 months from the date the contract is signed by the last contracting party.

4. Bank account

Payments shall be made in accordance with the special conditions into the following bank account:

Name of bank: [insert bank name]

Exact denomination of account holder: [full name of account holder]

Bank account number: [insert bank account number].



Signatures

For the contractor

Name: [...]

Title: [...]

Signature:

Date:

For the contracting authority

Name: Mr [...]

Title: Secretary General

Signature:

Date:



SPECIAL CONDITIONS 22 - PRO579LAD-2025

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These conditions amplify and supplement 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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

The subject of the contract shall be:

the Purchase and install Meraki devices and licenses: advance license of MR42, advance license of MR46, enterprise license of MS120 8Ports and 24Ports, and secure SD-WAN plus license of MX84.

Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the main conditions;
- the special conditions;
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders]);
- the technical offer (Annex III [including clarifications 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. Addenda shall have the order of precedence of the document they are amending.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

4.4 Communication via electronic exchange

An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments.

4.5 & 4.6 Mail or email communication

For the purpose of this contract, mail or email communications must be sent to the following addresses:



Contracting authority:

- Invoices shall be sent in electronic format from an official corporate e-mail address of the contractor to: <generalinvoices@ufmsecretariat.org> functional mailbox of Finance Service; with copy to <e-mail> functional mailbox of Mr/Ms [...], the Project Manager of the contract.
 - Reports, shall be sent in electronic format from an official corporate e-mail address of the contractor to: functional mailbox of the Project Manager of the contract.
- Contractor (or leader in the case of a joint tender): 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

All required documents described in Article 14 of the Special Conditions shall be approved by the contracting authority during the provisional acceptance procedure.

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

- 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 delivery order is issued. 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 required.

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 Delivery order

- 18.1 The commencement date for performance of the contract shall be <date>/the date on which the contract is signed by both parties.
- 18.2 The contracting authority shall inform the contractor by delivery order of the date on which implementation of the tasks shall begin. The person in charge for issuing/placing and executing the delivery 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 time limits for delivery shall be determined by the dates specified in the delivery order. The implementation period of tasks shall be 36 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.



- 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.
- 26.9 Prices are fixed and not subject to revision during the first year of the Contract.
- At the beginning of the second year 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 contract. 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

No applicable.

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

33.1 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.