



SPECIAL CONDITIONS

Supply of IT Equipment Servers and SAN storage - 08 - PRO491LAD-2024

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 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 - 08 - PRO491LAD-2024
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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 40% 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 the instructions, operation and maintenance manuals including schematic drawings where appropriate for equipment supplied under this contract. Language of all documents shall be English and/or Spanish.



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

Provisions of General Conditions apply with respect to Insurance.

Article 13 Programme of implementation of tasks

13.2 The delivery shall be done within deadlines as indicated in Technical Specifications.

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.

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

N/A

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 Implementation period of the tasks will be 6 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

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:

- a) For the 40% pre-financing, in addition to the payment request, the performance guarantee. If a pre-financing is requested, the Contractor must **provide a financial guarantee for the full amount of the pre-financing payment.**
- b) For the 60% balance, the invoice together with the request for provisional acceptance of the supplies.

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 **3 months**.

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 contracting authority.



Article 31 Provisional acceptance

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

Provisional acceptance of the supplies shall be attested by the project manager signing a delivery note.

The final acceptance procedure shall be carried out within **one month** of the date of delivery, provided that the terms of performance referred to in Article 18 and in the purchase order have been complied with and provided that the supplies comply with the specifications in this contract and in the annexes hereto. If that is not the case, the project manager shall notify the contractor in writing, within the above-mentioned period of **one month** from the date of delivery, that it is unable to declare acceptance of the supplies.

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 As per general conditions.

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.