



## **DRAFT SUPPLY CONTRACT**

### **Supply of IT Equipment Servers and SAN storage - 28 - PRO520LAD-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 contract shall be the Supply, siting and installation of new servers and a SAN storage cabin to store the data of the servers.

The place of acceptance of the supplies shall be the place as indicated in Annex II - technical specifications, the time limits for delivery shall be 3 months from the signature of the contract and the Incoterm applicable shall be Delivered duty paid (DDP). The implementation period of tasks shall run from the date of signature of the contract by both parties to date for provisional acceptance.

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

#### **Article 2 Origin**

Goods and materials supplied under a procurement or a grant contract, financed under the new Multiannual Financial Framework for the years 2021-2027 are fully untied and can originate in any country.

#### **Article 3 Price**

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

Prices quoted must be fixed and not revisable during the entire period of the contract.

- 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 contract agreement
- 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.

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.

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 **Mr/Ms [...] <e-mail>**.

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

#### **Article 6 Subcontracting**

Subcontracting is not allowed.

#### **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 contract is signed. 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      Commencement order**

- 18.1 The commencement date for performance of the contract shall be the date of signature of the contract by both parties.



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

19.1. The period of implementation of task is 5 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 items 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.

26.9 No revision of prices applies.

## **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 supplies shall be at the risk of the contractor until their provisional acceptance.

## **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 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.