

**SPECIFIC ADMINISTRATIVE CLAUSES FOR THE PROCUREMENT OF THE SUPPLY OF BIRD MARKING TRANSMITTERS, SIGNAL RECEIVERS FOR CODED VHF TRANSMITTERS AND AUTOMATIC TELEMTRY STATIONS FOR VHF TRANSMITTERS FOR THE FOREST SCIENCE AND TECHNOLOGY CENTER OF CATALONIA (CTFC), IN THE FRAMEWORK OF THE *LIFE CONNECT RICOTÍ PROJECT*.**

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## TABLE OF CHARACTERISTICS OF THE CONTRACT

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### A. Object of the contract

#### A1. Description:

The object of the contract consists in the supply of long-duration transmitters for marking birds, as well as signal receivers for Coded VHF transmitters and supply of the necessary equipment for the manufacture of complete automatic telemetry stations for VHF transmitters and support for training in the assembly and analysis of data, in accordance with what is established in the technical prescriptions package (hereafter PPT) and in the framework of the LIFE Connect Ricotí project, to improve the structural and assisted connectivity of the Iberian metapopulation of *Alosa ricotí* (*Chersophilus duponti*).

#### A2. Batches:

The object is distributed in the following two lots:

- **Batch 1.** Transmitters for marking birds.
- **Batch 2.** Signal receivers for Coded VHF transmitters.
- **Batch 3.** Automatic telemetry stations for VHF transmitters.

In accordance with article 99.3 of Law 9/2017, of November 8, on Public Sector Contracts, by which the Directives of the European Parliament and of the Council 2014/23/EU are transposed into the Spanish legal system and 2014/24/UE, of February 26, 2014 (hereafter LCSP) and taking into account that all the services that make up the supply are capable of being executed separately, it is considered convenient to carry out the contracting in batches taking into account the nature of the actions to be contracted, the period of implementation and the scope of application.

**A3.** CPV codes: 31700000-3 Electronic, electromechanical and electrotechnical material

**31710000-6** Electronic equipment

**31711110-7** Transmitters-receivers

**32441200-8** Telemetry and control equipment

### B. Economic data

**B1.** Pricing:  Flat rate prices  Unit prices

**B2.** Estimated value of the contract, and method used to calculate it:

The estimated value of the contract (EVC), in accordance with the extensions and modifications that are foreseen, is € 91,420.00, VAT excluded, in accordance with the following detail:

	<b>Batch 1</b>	<b>Batch 2</b>	<b>Batch 3</b>	<b>Total</b>
Basic tender budget	€31,600.00	€11,400.00	€48,420.00	€91,420.00
Extensions	€0	€0	€0	€0
Modification	€0	€0	€0	€0
<b>TOTAL EVC</b>	€31,600.00	€11,400.00	€48,420.00	<b>€91,420.00</b>

**B3.** Basic tender budget:

	<b>BATCH 1</b>	<b>BATCH 2</b>	<b>BATCH 3</b>	<b>VAT</b>	<b>Total</b>
<b>Basic tender budget</b>	€31,600	€11,400.00	€48,420	19,198.20€	€110,618.20

In accordance with the provisions of article 100 of the LCSP, the basic tender budget is €91,420.00, plus 21% VAT, amounting to a total of €110,618.20, VAT included.

In the price includes direct and indirect costs, according to the following detail:

Direct costs

Equipment	78%
Installation, configuration, and parameterization	3%

Indirect costs

Coordination/supervision structure	13%
Business benefit	6%

**B4.** Price review  Yes  No Applicable formula:

**C.** Availability of credit

**C1.** Budget item: The expenditure derived from this recruitment will be charged to the following budget items:

- 220.0001 Non-inventoriable ordinary material
- 670.0001 Other tangible assets

C2. File with multi-year scope:  Yes  No

Distribution of annuities:

	2023	2024	2025	2026	TOTAL, VAT excluded
<b>LOT 1</b>	€11,400.00	€12,600.00	€7,600.00	- €	€31,600.00
<b>LOT 2</b>	€3,500	€7,900	- €	- €	€11,400.00
<b>LOT 3</b>	€30,500.00	€5,973.33	€5,973.33	€5,973.33	€48,420.00

#### D. Duration of the contract, delivery of goods and place of delivery

Time: Delivery time (contract duration): The maximum delivery time for orders will be 4-5 weeks from the date of placing the order with the successful tenderer.

Place of delivery: Ctra. Of St. Llorenç de Morunys, km 2 (direction Port del Comte) / E-25280 Solsona.

D1. Extendable  Yes  No

D2. Maximum extension period:

E. Variants:  Yes  No

E1. Items:

E2. Conditions:

#### F. File processing and award procedure

F1. Form of processing:  Ordinary  Urgent  Advance (conditional on the existence of adequate and sufficient credit for the corresponding financial year.

F2. Award procedure: Open

F3. Presentation of offers by digital envelope:  Yes  No

#### G. Means of accreditation of economic and financial and technical solvency

G1. Economic and financial solvency:

G1.1 Economic and financial solvency will be proven by the following means:

- Annual volume of business of the person bidding or candidate, which refers to the best financial year within the last three available depending on the dates of establishment or start of

activities of the person bidding and submission of offers for a minimum amount one and a half times the estimated value of the contract.

The annual volume of business of the person bidding will be certified by means of your annual accounts approved and deposited in the Commercial Register, if the entrepreneur was registered in this register, and otherwise by those deposited in the official register in which he must be registered Individual entrepreneurs not registered in the Mercantile Registry will certify their annual volume of business through their inventory books and annual accounts legalized by the Mercantile Registry.

In the case of foreign companies, in order to prove this requirement, they must provide the equivalent of the annual accounts approved and deposited in the Mercantile Registry or in the official registry that corresponds to the country of their registered office.

## **G2. Technical solvency:**

G2.1. Minimum requirement: Samples, descriptions, and photographs of the products to be supplied, the authenticity of which can be certified at the request of the contracting entity.

In this case, it will be necessary to prove the technical solvency based on the description and photographs of the equipment to be supplied, the authenticity of which can be certified on request

Of the contracting body.

For this purpose, the tenderer proposed as the successful tenderer must provide a dossier as a catalog of technical specifications containing the technical characteristics of the item to be supplied. This technical data sheet must have numbered pages and each characteristic prescribed in the Particular Technical Prescriptions (PPT) will be indicated so that compliance with what is required can be clearly and obviously compared.

The documentation submitted may be in Spanish or Catalan language and in the case of a foreign company, the documentation submitted must be duly translated officially into Spanish or Catalan on the basis of Article 23 of Royal Decree 1098/2001, of October 12, approving the General Regulations of the Public Administrations Contracts Law which indicates that "foreign companies that contract in Spain will present documentation officially translated into Spanish or, if applicable, in the language of the respective autonomous community in the territory of which the contracting body has its seat".

In the event that a catalog sheet is presented in which several products appear, it must indicate unequivocally which product is offered.

This solvency criterion of technical or professional solvency is based on article 89.1.e) of the LCSP, according to which: "1. *In the supply contracts, the technical solvency of the entrepreneurs must be proven by one or more of the following means, at the choice of the contracting body: [...] E) Samples, descriptions, and photographs of the products to be supplied, the authenticity of which can be certified at the request of the contracting entity*".

**G3.** (Potentially) The above solvency may be replaced by the following business classification:

Yes  No

**G4.** Assignment of material or personal means to the execution of the contract:  Yes  No

**G5. Professional qualification:**

Professional qualification to carry out the activity  Yes  No

**H. Award criteria**

**H1.** Price and other automatically assessable criteria (about C): weighting 100%

- Price (up to 7 points):

The price has been proposed given that it is a fundamental parameter for evaluating the proposals received, without prejudice to the fact that there are other criteria related to quality that are also fundamental to jointly achieve the best price-quality ratio for the requested service.

In accordance with article 146.2 of the LCSP, the formula used in the evaluation of the price criterion is the one set by Directive 1/2020 on the application of formulas for evaluation and scoring of economic and technical proposals of the General Directorate of Public procurement.

$$P_v = \left[ 1 - \left( \frac{O_v - O_m}{IL} \right) \times \left( \frac{1}{VP} \right) \right] \times P$$

$P_v$  = Puntuació de l'oferta a Valorar  
 $P$  = Punts criteri econòmic  
 $O_m$  = Oferta Millor  
 $O_v$  = Oferta a Valorar  
 $IL$  = Import de Licitació  
 $VP$  = Valor de ponderació

The weighting value that is assigned is the value of 1, which is the usual one according to the above instruction.

- Improvement of the technical characteristics for each batch (up to 3 points):

In order to ensure optimal conditions for the materials that are part of the supply, the improvement of the technical characteristics is established as a criterion.

Given that we are dealing with improvements that are merely ancillary or complementary to the services that make up the object of the tendered contract, not used in the sense of variants but in the sense of valuation criteria, and therefore operate as criteria that they fall on part of the technical provision, assessed according to automatic criteria and which do not alter or interfere with the provision defined by the Specifications, being considered suitable for the provision that is the object of the supply.

The improvement criteria that are considered for each batch are specified as follows:

**LOT 1:**

*VHF transmitters*

- Issuer weight lower than the maximum expected
- Service life of the emitter greater than the expected minimum

*Coded VHF transmitters*

- Issuer weight lower than the maximum expected
- Service life of the emitter greater than the expected minimum

**LOT 2:**

*Fixed receiver for Coded VHF transmitters*

- More channels possible to receive coded VHF transmitters
- Greater data storage capacity

*Portable receiver for Coded VHF transmitters*

- More channels possible to receive coded VHF transmitters
- Greater data storage capacity
- More battery life

**LOT 3:**

- Maximum possible height of the antennas with the tripod and mast

The proposal that includes each technical improvement criterion for each of the lots will receive the best score, up to a maximum of 3 points. The inclusion of only some of the criteria, without integrating them in their entirety, will be assessed proportionally according to the following formula:

$$P_{op} = P \times \frac{VT_{op}}{VT_{mv}}$$

$P_{op}$  = Puntuació de l'Oferta a Puntuar  
 $P$  = Puntuació del criteri  
 $VT_{op}$  = Valoració Tècnica de l'Oferta que es Puntua  
 $VT_{mv}$  = Valoració Tècnica de l'oferta Millor Valorada

The formula used is the one set by Directive 1/2020 on the application of valuation and scoring formulas for economic and technical proposals of the General Directorate of Public Procurement. In accordance with the aforementioned guideline, the contracting body may include automatic assessment quality criteria in the application of this formula if it considers that they have a direct impact on the quality of the contract. Therefore, the technical proposal will be evaluated in relation to the inclusion of all the technical improvements and subsequently the different evaluated proposals will be ordered in proportionally decreasing order.

In case of offering the improvements, the bidders must attach a Technical Data Sheet in which the improvement offered is clearly specified and detailed.

Failure to comply with the commitment acquired by the company that is awarded the contract in the case of technical improvements will result in the penalties specified in Section R of this Schedule of Administrative Clauses.

**I. Improvements**  Yes  No. Description:

#### **J. Criteria for determining abnormally low bids**

The abnormal or disproportionate nature of the offers will be assessed in accordance with the following:

- If a bidding company competes, the offer that meets the following two criteria is considered abnormally low:
  - That the economic offer is 20% lower than the tender budget.
  - That the score corresponding to the rest of the award criteria other than the price is higher than 90% of the maximum total score established in this report.
- If two bidding companies compete, the offer that meets the following two criteria is considered abnormally low:
  - That the score corresponding to him in the economic offer is higher by more than 20% than that of the other offer.
  - That the score corresponding to it in the rest of the award criteria other than the price is higher by more than 20% of the lowest score.
- If three or more bidding companies compete, the offer that meets the following two criteria is considered abnormally low:
  - That the score that corresponds to you in the economic offer is higher by more than 10%\* of the arithmetic mean of the scores of all the economic offers presented.

- That the score corresponding to the rest of the award criteria other than the price, is higher by more than 20% to the lowest score.

To calculate the average deviation of the scores, for each offer, the absolute value of the difference between its score and the arithmetic mean of the scores of all offers will be obtained. The standard deviation of the scores is equal to the arithmetic mean of these absolute values.

The maximum period that can be granted to the tenderer to justify his offer cannot exceed five working days from the date of sending the corresponding communication.

#### K. Documentation to be submitted by the bidding companies

ABOUT A	<input checked="" type="checkbox"/> Standardized form of the Single European Procurement Document (DEUC). One of these two versions of the document can be used.  <a href="#"><i>Model DEUC of the Consultative Board of Administrative Contracting</i></a>  <a href="#"><i>Model of the European Commission</i></a>  <input checked="" type="checkbox"/> (if applicable) Declaration responsible for Annex 1  (If applicable) See annex 1 of the PCAP
ABOUT B	<input checked="" type="checkbox"/> (If applicable)  (If applicable) See annexes 2 and 4 of the PCAP
ABOUT C	<input checked="" type="checkbox"/> Economic offer and other criteria automatically assessed according to the model in Annex 3 of the PCAP  See Annexes 3 and (if applicable) 4 of the PCAP

#### **Important:**

The presentation of documentation in an envelope that does not correspond may be grounds for exclusion.

#### L. Guarantees

L1. Provisional guarantee:  Yes  No Amount:

L2. Definitive guarantee:  Yes  No. Amount: 5% of the basic tender budget, VAT not included.

**L3. Warranty Term:** Minimum 2-year warranty, including parts and labor, on-site and SDL response time (next business day).

**M. Special conditions of execution:** Apart from those contemplated in clauses 29 to 31 of the set of administrative clauses, the following apply:

The contractor will remain obliged to comply with the provisions in labor matters, social security, safety and health at work, social integration of people with disabilities, effective equality of women and men, fiscal, data protection personal and environmental matters.

In a mandatory manner, it is established as a special condition for the execution of this contract of a social nature under the protection of article 202 LCSP to guarantee wage parity between women, men and other workers, identity or sexual condition or expression of different gender

The contractor will be bound by the offer he has submitted, the fulfillment of which, in all its terms, will have the character of an essential obligation of the contract.

**N. Essential contractual obligations:**

- The contractor will be bound by the offer he has submitted, the fulfillment of which, in all its terms, will have the character of an essential obligation of the contract.

**O. Modifications to the contract:** No changes are planned.

**Q. Subcontracting**  Yes  No

**Q.1. Maximum amount of advertising expenses to be paid by the awarded company or companies:** €0.

**A. Penalties:**

R.1. For breach of essential contractual obligations

Failure to comply with essential contractual obligations will result in the termination of the contract.

Pursuant to the provisions of article 193 of the LCSP, the contractor is obliged to fulfill the contract within the total deadline set for its completion, as well as the partial deadlines indicated for its subsequent execution.

Therefore, the delay in complying with the deadlines set in the PPT or in the bid of the awarded tenderer, will be considered a minor breach and will result in a penalty of up to 5% of the contract price, depending on the severity of the delay. In any case, if there are more than two delays in the deadlines for making the supply, the contracting body will be empowered to terminate the contract or agree on its continuation with the imposition of new penalties.

Non-compliance with any of the mandatory execution conditions established in the Administrative Specifications (PCAP) and Technical Prescriptions (PPT) will be considered a serious breach. In case of serious non-compliance, the contracting authority may choose to impose a penalty proportional to the seriousness of the non-compliance of up to a maximum of 10% of the contract price or to terminate it.

When the penalties reach 5% of the tender budget of the contract, the contracting authority will be empowered to terminate the contract or agree on its continuation with the imposition of new penalties.

The application of the penalties will, in any case, require the prior hearing of the contractor and cannot exceed 50% of the contract as a whole.

**R.2. Penalties in the event of non-fulfilment of the commitments acquired based on the objective assessment criteria.**

In the event of non-compliance with the automatically assessable criteria provided for in section H1 of this Schedule of Administrative Clauses, in the event that the awarded company does not comply with the declaration made in this criterion, the penalties provided for in clause 23.4 will be imposed of this Specification.

Thus, it will be considered a serious breach, if it is verified during the execution of the contract the breach of the commitments acquired on the basis of this objective assessment offered, such as the non-presentation of the improvements in the case of the evaluation criterion of the technical improvements scored with 30%.

**S. Processing and payment of invoices:** The relevant data for the purposes of invoicing are the following:

**S1.** Apart from the codes that identify the units that must process the invoice (DIR3 codes) established in clause twenty-seven of the PCA, the specific code that identifies the contract is:

File code	PO2022_12_01
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**S2.** The presentation of the invoice must be done in accordance with the following regime:

Once the supply and installation are complete, in accordance with the provisions of the Technical Specifications, the supplier will issue the invoice corresponding to the supply.

**T. Processing of personal data:** No

**U. Work program:** No

**V. Bodies involved in the contract:**

**V1.** Contracting body: The contracting body is the Board of the CTFC according to the competence conferred on it by article 8 of the Statutes of the CTFC, approved by ACORD GOV/79/2020, of June 9, by which the modification of the Statutes is approved of the Forest Science and Technology Center of Catalonia (CTFC) and its revised text.

By virtue of the delegation of the exercise of competence carried out by the Board through the resolution of March 9, 2018, on the delegation of competences, all the actions inherent in administrative contracting that the legislation on public sector contracts attributes to the Board as contracting body corresponds to the general director of those contracts that do not exceed the amount of 5% of ordinary resources or affect more than one financial year.

**V2.** Responsible for the contract: The Head of the Conservation Biology Group.

**V3.** Address where to formulate administrative and technical inquiries: [secretaria@ctfc.cat](mailto:secretaria@ctfc.cat)

**W. Deadline for submission of offers:**

The deadline for submitting bids in this tender end on the day indicated in the tender announcement so that tenders received subsequently will be considered extemporaneous.

**X. (Committee of experts, visit of facilities, ownership of works, etc.)**

Bidders interested in receiving automatic communications by e-mail of all the publications that are made about this file in the profile of the contractor must subscribe by accessing the link "Do you want us to inform you of the news?", which they will find at the page corresponding to the tender announcement published on the profile.
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## **I. GENERAL PROVISIONS**

### **1. Object of the contract**

1.1 The object of the contract is described in **section A.1 of the table of characteristics.**

1.2 The batches into which the object of the contract is divided are identified in **section A.2 of the table of characteristics.**

1.3 The expression of the codification corresponding to the nomenclature of the Common Vocabulary of Contracts (CPV) is that contained in **section A.3 of the table of characteristics.**

### **2. Administrative needs to be met and suitability of the contract**

The administrative needs that must be met are those identified in the tender memorandum and technical specifications.

### **3. Financial details of the contract and existence of credit**

3.1 The system for determining the price of the contract is that indicated in section B.1 of the table of characteristics.

3.2 The estimated value of the contract and the method used to calculate it are those indicated in section B.2 of the table of characteristics.

3.3 The basic tender budget is the one indicated in section B.3 of the table of characteristics. This is the maximum expenditure limit (including VAT) that, by virtue of this contract, the contracting authority can commit to, and constitutes the maximum price that can be offered by the companies competing in the tender for this contract.

3.4 The contract price is the award price and must include, as an independent item, value added tax. The price will be considered to include taxes, fees, fees of any kind that are applicable, as well as all expenses that arise as a result of the obligations established in this specification that must be fulfilled during the execution of the contract.

3.5 It has been completed all the regulatory procedures to ensure the existence of credit for the payment of the contract. The budget item to which this credit is attributed is the one mentioned in **section C.1 of the table of characteristics.**

### **4. Term of duration of the contract and term and place of delivery of the supplies**

The duration of the contract is that established in **section D of the table of characteristics**. The total term and the partial terms are those set in the work program that is approved, if applicable. All these terms start to count from the day stipulated in the award decision.

The contract can be extended if this has been provided for in **section D.1 of the table of characteristics**. In this case, the extension will be agreed by the contracting authority and will be mandatory for the contracting company, as long as it gives notice at least two months before the end of the duration of the contract. If the duration of the contract is less than two months, there is no notice obligation. The extension will not occur, in any case, by tacit agreement of the parties.

The place of delivery of the goods is the one determined, where applicable, in section D of the table of characteristics.

Regardless of the supply, the successful tenderer is not entitled to compensation for losses, breakdowns or damage caused to the goods before delivering them to the CTFC or, unless the latter had incurred a delay in receiving them.

## **5. Legal regime of the contract**

5.1 The contract has an administrative nature and is governed by this set of administrative clauses and by the set of technical prescriptions, the clauses of which are considered an integral part of the contract. In addition, it is governed by the regulations on public procurement contained, mainly, in the following provisions:

- a) Law 9/2017, of 8 November, on public sector contracts, transposing into Spanish law the directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014.
- b) Decree of law 3/2016, of 31 May, on urgent measures in the field of public procurement.
- c) Royal Decree 817/2009, of 8 May, partially implementing Law 30/2007, of 30 October, of public sector contracts (hereinafter, RD 817/2009).
- d) General regulation of the Law on Public Administration Contracts, approved by Royal Decree 1098/2001, of 12 October, in everything not modified or repealed by the aforementioned provisions (hereinafter, RGLCAP).
- e) Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee digital rights.
- f) Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC. g) Order PDA/21/2019, of 14 February, determining the electronic notification system of the Administration of the Government of Catalonia and its public sector.

In addition, it is also governed by the rules applicable to public sector contracts within the scope of Catalonia and by its sectoral rules applicable.

Supplementary, the rules of administrative law and, if not, the rules of private law apply to the contract.

5.2 The lack of knowledge of the contract clauses in any of its terms, of the other contract documents that are part of it and also of the instructions or other rules that apply in the execution of the agreed thing, does not exempt the contracting company from the obligation to comply with them.

## **6. Admission of variants**

Variations will be accepted when it is included in **section E of the list of characteristics**, with the minimum requirements, in the modalities and with the characteristics that are provided for.

## **7. File processing and award procedure**

The form of processing of the file and the procedure for awarding the contract are those established in **section F of the feature box**.

In the event that the contract is formalised in the budgetary year before the start of its execution, the award and formalisation are subject to the suspensive condition of adequate and sufficient credit to finance the obligations arising from the contract in the corresponding budgetary year.

## **8. Electronic media**

8.1 According to the fifteenth additional provision of the LCSP, the processing of this tender entails the practice of notifications and communications derived from it by exclusively electronic means.

However, oral communication may be used for communications other than those relating to essential elements, that is, bids and offers, leaving the content of oral communication duly documented, for example, through written or sound archives or summaries of the main elements of communication.

8.2 Communications and notifications made during the recruitment procedure and during the validity of the contract will be made by electronic means through the e-NOTUM notification system, in accordance with the LCSP and Law 39/2015, of 1 October, of the common administrative procedure of public administrations and Order PDA/21/2019 of 14 February, which determines the system of notifications and communications to email addresses and mobile phones that companies have provided for this purpose in the declaration responsible for Annex 1. Once the email(s) have been received and, in the event that mobile phones have also been provided, SMS indicating that the corresponding notification has been made available in the e-NOTUM, will have to be accessed by the designated persons, via the link that will be sent for this purpose. In the virtual space where the notification is deposited, this notification is allowed with a digital certificate or password.

The deadlines to be counted from the notification will be calculated from the date of sending the notification notice, if the act subject to notification has been published on the same day in the contracting body's profile. Otherwise, the deadlines will be calculated from the receipt of the

notification by the company to which it is addressed. However, the deadlines for notifications carried out in connection with the special appeal procedure by the Catalan Court of Contracts in any case count from the date of submission of the notification notice.

Furthermore, in order to receive all information relating to this tender, companies that wish to do so and, in any case, tendering companies must subscribe as interested parties in this tender, through the subscription service to the innovations of the virtual tendering space that is made available, for this purpose, to the website address of the contracting body's contracting profile, accessible to the Platform of Public Procurement Services of the Government of Catalonia (Profile contracting CTFC).

Companies that, according to clause 11.2 of this fold, activate the offer with the Digital Envelope tool will automatically register for the tender.

This subscription will allow you to receive immediate notices to the email addresses of subscribers of any novelties, publication or notice related to this tender.

Furthermore, certain communications to be made on the occasion or as a result of the tendering and awarding procedure for this contract will be carried out by means of the notice board associated with the virtual tendering space of this tender from the Public Procurement Services Platform. On this electronic bulletin board, which provides reliable evidence of the authenticity, integrity and date and time of publication of the published information, information concerning both the tender and the contract will also be published.

In addition, tendering companies can also register in the bidder's Profile, prior to the required authentication. The bidder's profile consists of a set of services addressed to tendering companies with the aim of providing each tendering company with its own space, with a series of tools that facilitate access to and management of the recruitment files of its interest. To register, you must click on the "Profile of bidder" section of the Platform for Public Procurement Services and have the required digital certificate.

#### 8.4 Digital Certificates.

In accordance with the first additional provision of Decree Law 3/2016, the use of advanced electronic signatures based on a qualified or recognised certificate of electronic signatures in the terms established by Regulation (EU) 910/2014/EU of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC is sufficient. This is therefore the minimum necessary level of safety of the electronic signature certificate that is allowed for the signing of the responsible declaration and the offer.

With regard to Community foreign certificates, qualified certificates are accepted in any country of the European Union in accordance with Article 25.3 of Regulation (EU) 910/2014/EU, on electronic identification and trusted services, which states that 'a qualified electronic signature based on a qualified certificate issued in a Member State shall be recognised as a qualified electronic signature in the other Member States'.

The Commission provides the public with information on the trust lists of each Member State, where the certification services qualified to be admitted are published, by means of a secure channel. Query tool: <http://tlbrowser.tsl.website/tools/>

## **9. Ability to hire**

9.1 They are authorised to participate in this tender and, if applicable, to sign the corresponding contract with natural or legal persons, Spanish or foreign, who meet the following conditions:

- To have a legal personality and full capacity to act, in accordance with Article 65 of the LCSP.
- Do not be incurred in any of the circumstances of the prohibition of hiring contained in Article 71 of the LCSP, which can be accredited by any of the means established in Article 85 of the LCSP.
- Accredited the required solvency, in the terms established in the tenth clause of this fold.
- To have the business or professional competence that, if applicable, is required to carry out the benefit that constitutes the object of the contract, and

In addition, when the contracting company is required – because this is the applicable regulation – certain requirements relating to its organisation, destination of its profits, financing system or others in order to be able to participate in the award procedure, they will have to be accredited by the tendering companies.

Furthermore, the benefits covered by this contract must be covered by the purposes, object or scope of the tendering companies, depending on their statutes or their founding rules.

The circumstances relating to the ability, solvency and absence of prohibitions on hiring must occur on the final date of submission of tenders and subsist on the moment of perfection of the contract.

9.2 The capacity of Spanish companies to operate legal persons must be accredited by writing a constitution or modification registered in the Commercial Register, where it is required under the mercantile legislation. If it is not, it must be accredited by writing or documenting a constitution, statutes or founding act, in which the rules governing its activity are included, if applicable, in the corresponding official register. The company's NIF must also be provided. The capacity of Spanish companies for natural persons is accredited by the presentation of the NIF.

The capacity of non-Spanish companies from Member States of the European Union or signatories to the Agreement on the European Economic Area must be accredited by the registration in the corresponding professional or commercial registers of their Member State of establishment, or the submission of a sworn declaration or one of the certifications indicated in Annex XI of Directive 2014/24/EU.

The ability of foreign companies from non-Member States of the European Union and signatories to the Agreement on the European Economic Area is accredited by the contribution of a report issued by the permanent diplomatic mission or by the Spanish consular office of the place of residence of the company, in which it is recorded, following accreditation by the company, that they are registered in the professional, commercial or analogous local register, or, in their defect, that they are habitually active in local trafficking within the scope of the activities covered by the contract. They must also provide a report from the permanent diplomatic mission of Spain or the Secretariat General for Foreign Trade, which certifies that

the state of which they are nationals has signed the World Trade Organisation (WTO) public procurement agreement, provided that these are contracts subject to regulation or, if not, the reciprocity report referred to in Article 68 of the LCSP.

9.3 Companies can also take part in this tender, which are temporarily constituted for this purpose (UTE), without it being necessary to formalise them in public writing until the contract has been awarded. These companies are bound jointly with the Administration and must appoint a single representative or empowered person with sufficient powers to exercise rights and fulfil obligations arising from the contract until its termination, without prejudice to companies granting joint powers for recovery and payment of a significant amount.

9.4. The duration of the UTE must coincide, at least, with that of the contract until it is terminated.

9.5 Businesses that wish to establish temporary unions of companies to participate in public tenders can be found by using the "reach point" functionality of the Platform of Public Procurement Services of the Government of Catalonia, which is contained in the "Profile of the bidder".

9.6 Companies that have participated in the drafting of the technical specifications or the contract preparatory documents or have advised the contracting body during the preparation of the recruitment procedure may participate in the tender provided that it is ensured that their participation does not distort competition.

## **10. Solvency of the bidding companies**

10.1 Businesses must prove that they meet the minimum solvency requirements specified in paragraphs G1, G2 and G5 of the Feature Box, either through the means of accreditation specified in these paragraphs, or alternatively by the equivalent classification of this solvency, when the law provides for this and thus points to paragraph G3 of the Feature Box itself. When these means exceed the minimum levels set in Articles 87.3 and 90.2 of the LCSP, they will be justified in the dossier through the relevant report.

Businesses that, for a valid reason, are not in a position to submit the requested references to section G of the Feature Box in order to prove their economic and financial solvency, will be authorised to accredit it by means of any other document that the contracting body considers appropriate.

In this respect, in accordance with the provisions of Article 90(4) of the LCSP, in contracts not subject to harmonised regulation, start-up companies, which are those that are less than five years old, do not need to prove their technical solvency by listing contracts of a similar or equal nature to those that constitute the object of the contract, but may prove their solvency in accordance with the following requirements:

a) Technical equipment: at the choice of the company, one of the means indicated in the letters b), e) or g) of Article 90.1 of the LCSP. For media justification the minimum requirement to be accredited will be in relation to the minimum number of contract staff determined in administrative and/or technical folds or, if not fixed in the aforementioned folds, will be in relation to a qualified technician attached to the execution of the contract.

b) Means of materials: the means indicated in Article 90(1)(c) and (h) of the LCSP. For the justification of the means, the minimum requirement that must be accredited will be in relation to the minimum number of resources allocated to the contract determined in administrative and/or technical folds or, in the event that it has not been fixed in the aforementioned folds, a minimum of a technical installation with specific material to attend to the execution of the work or the performance of the contract.

When the object of the contract is divided into batches, the solvency to be required of companies is relative to each of the batches and is proportional to them. However, when batches are to be executed at the same time, the volume of business required is set by reference to the batch group(s) in the case of awarding to an economic operator(s).

In order to accredit economic and financial solvency and technical or professional solvency, full legal effects are recognised on the data listed in the electronic register of tendering companies of the Government of Catalonia, in accordance with that determined by the additional provision second, section 3, of Law 2/2014, of the Catalan Parliament, of 27 January, of fiscal, administrative, financial and public sector measures, and in the Official Register of Licensors and Companies Classified of the Public Administrations, in the terms established in the LCSP.

10.2 The tendering companies must undertake to devote or subscribe to the execution of the contract sufficient personal or material resources indicated in section G.4 of the scoreboard.

10.3 The tendering companies, for the execution of the contract, may appeal to the capacities of other entities, regardless of the legal nature of the links they have with them, in order to prove their economic and financial and technical and professional solvency, provided that these entities are not incurred in the prohibition of contracting and that the tendering companies demonstrate that throughout the duration of the execution of the contract they will effectively have the necessary resources, by submitting to this effect the written commitment of the aforementioned entities.

However, with regard to the criteria relating to degrees and professional qualifications and professional experience, companies can only resort to the capacities of other entities if they provide the services for which the aforementioned capacities are necessary.

Under the same conditions, UTE may resort to the capabilities of union participants or other entities.

If a company resorts to the capacities of other entities with regard to the economic and financial solvency requirements, forms of joint responsibility may be required between the company and the entities mentioned in the execution of the contract, even if they are jointly responsible.

10.4 Community certificates of entrepreneurs authorised to hire those referred to in Article 97 of the LCSP constitute an presumption of fitness in relation to the qualitative selection requirements contained in them.

10.5 In UTE, all companies that are part of UTE must prove their solvency, in the terms indicated in section G of the Feature Box. To determine the solvency of the temporary union, the accredited one accumulates for each of the companies that integrate it.



## **II. PROVISIONS RELATING TO THE TENDERING, THE AWARD AND THE FORMALIZATION OF THE CONTRACT**

### **11. Presentation of documentation and proposals**

11.1 When the tender is distributed in batches, companies may submit an offer for the lots into which the object of the contract is divided, as indicated in section A.2 of the Feature Box.

11.2 The deadline for submitting bids in this tender ends in the day and time specified in section W of the feature box. Proposals submitted after the deadline will not be accepted under any circumstances.

The tendering companies must submit the documentation that makes up their offers in envelopes that are indicated in section K of the Feature Box, through the About Digital tool, when this is stated in section F of the Feature Box, accessible to the following web address: CTFC tender notices.

Once accessed via this link to the Envelope Digital web tool, bidders will have to fill in a form to enroll in the tool, and then receive a message, address or email addresses given in this registration, offer activation form.

The electronic addresses that bidders indicate in the Digital Envelope tool registration form, which will be used to send emails related to the Digital Envelope tool usage, must be the same as those that they appoint in the responsible statement to receive notification and communications notices via the e-NOTUM.

The bidder companies must keep the offer activation email, since the link in the activation message is the exclusive access they will have to present their offers through the Digital Envelope tool.

By accessing the website to submit bids through this link submitted, the tendering companies will have to prepare all the required documentation and attach it in electronic form in the corresponding envelopes. The tendering companies can prepare and send this documentation in a staggered manner, before making the submission of the offer.

In order to start submitting the documentation, the tool will require tendering companies to enter a keyword for each envelope with encrypted documentation that is part of the tender (for envelope A no keyword is required, since the documentation is not encrypted). With this keyword, the documentation will be encrypted when the offers are submitted. Furthermore, the decryption of tender documents is carried out using the same keyword, which must be kept by tendering companies. Note the importance of correctly guarding this or these keys (may be the same for all envelopes or different for each of them), as only bidder companies have them (the Digital Envelope tool does not save or remember the entered passwords) and are essential for decrypting offers and therefore for accessing their content.

The bidder companies will be asked, by means of the e-mail indicated in the Digital Envelope Tool's Supply Registration Form, to access the Digital Envelope Web Tool to enter their keywords at the appropriate time.

When the tendering companies enter the keywords, the process of decrypting the documentation will begin, which will be stored in a securised virtual space that guarantees inaccessibility to the documentation before, if applicable, the constitution of the mesa and the act of opening the envelopes, at the established date and time.

The tendering companies must, in any case, introduce the keyword before the first envelope is opened.

In case a bidder does not enter the keyword, the content of the envelope will not be accessible. Thus, since the submission of bids through the Digital Envelope tool is based on documentation cipher and necessarily requires tendering companies to enter the word or keywords, which they alone guard throughout the process, in order to access the encrypted content of the envelopes, it will not be possible to evaluate the documentation of their offer that cannot be deciphered because the company has not entered the keyword.

Once all the documentation of the offer is filled and the documents that make up the offer are attached, the actual presentation of the offer will be made, which is not considered presented until it has been registered, with the corresponding entry point, through the tool. Once the offer has been submitted, it will no longer be possible to modify the submitted documentation.

Note that the Digital Envelope tool does not allow to delete or modify offers once presented; it is possible at any time before sending the offer. If a tendering company submits two or more offers to the same batch/contract within the deadline for tendering, claiming that the latter replaces one or more previous offers, it must inform as such the contracting body and the contracting body or, if appropriate, the contracting body, will assess what is appropriate with regard to these offers.

In the event of technical failure that makes it impossible to use the Digital Envelope tool on the last day of submission of the proposals, the contracting body will extend the deadline of submission for as long as it deems necessary by changing the deadline for submission of tenders; it will publish the corresponding amendment to the Public Procurement Services Platform and, additionally, it will communicate the date change to all companies that have activated the offer. The bidders can find support material on how to prepare an offer using the digital envelope tool in the 'Electrical Quotation' section of the Public Procurement Services Platform:

[https://contractciopublica.gencat.cat/ecofin\).over/AppJava/views/help/enterprises/index.xhtml?set-locale=en\).ES](https://contractciopublica.gencat.cat/ecofin).over/AppJava/views/help/enterprises/index.xhtml?set-locale=en).ES).

11.3 According to the provisions of paragraph 1.h) of the 16th additional provision of the LCSP, the submission of offers by means of the digital envelope tool can be made in two phases, first by transmitting the electronic footprint of the supply documentation, within the deadline of submission of offers, with the receipt of which will be considered to have been made for all purposes, and then by sending the supply documentation itself, within a maximum period of 24 hours. If this second remission is not carried out within 24 hours, the offer will be considered withdrawn.

If this possibility is used, it should be borne in mind that the documentation submitted in this second phase must fully coincide with the one on which the fingerprint has been previously sent, so that there can be no modification of the electronic files that make up the supply documentation. In this regard, it is important to note the importance of not manipulating these files (or, for example, making copies of them, even if they are identical in content) in order not to vary their electronic footprint, which is what will be checked to ensure the matching of documents in the offers submitted in two phases.

11.4 The offers presented must be free from computer viruses and any kind of harmful program or code, as in no case can documents affected by a virus be opened with the corporate tools of the CTFC. Thus, it is the obligation of contracting companies to pass documents through an antivirus and, if documents from their offers with viruses arrive, it will be their responsibility that the Administration cannot access the contents of these.

In the event that any document submitted by the tendering companies is corrupted, blank or unreadable or affected by a computer virus, the recruitment measure will assess, depending on the documentation concerned, the legal consequences with regard to the participation of this company in the procedure, which must result from the impossibility of accessing the content of any of the documents on the offer. In case of documents essential for knowing or assessing the offer, the mesa may agree to exclude the company.

The tendering companies will be able to submit a backup of the electronic documents presented in electronic physical support, which will be requested from tendering companies in case of need, in order to access the content of the documents in case they are damaged. In this regard, it is important to remember the importance of not manipulating these files for not changing their electronic footprint, which is the one that will be checked to ensure the matching of the backup documents, submitted in electronic physical support, and the submissions on offer, through the Digital Envelope tool. It should also be noted that this copy cannot be used in the case of having sent virus documents through the Digital Envelope tool, given the technical impossibility in such cases of being able to compare electronic footprints and thus being able to guarantee the non-change of offers after the submission period has expired.

#### **11.11 Contents of envelopes.**

### **GENERAL DOCUMENTATION**

#### **CONTENTS OF ENVELOPE A (GENERAL DOCUMENTATION)**

##### **A) Docsingle European contracting authority (DEUC)**

The bidding companies must present the Single European Procurement Document (DEUC), which is indicated in section K of the table of characteristics.

With the DEUC, companies declare the following:

*- That the company is constituted validly and that, in accordance with its social object, it can be submitted to the tender, and also that the signatory of the DEUC has the appropriate representation to present the proposal and the DEUC.*

*- It meets the requirements of economic and financial solvency, and technical and professional, in accordance with the minimum requirements required in this fold.*

*- That you're not incurring a hiring ban.*

*- That meets the other requirements that are set out in this fold and can be accredited by the DEUC.*

Also, must include the designation of the person's name, surname and NIF or persons authorised to access electronic notifications, as well as email addresses and, additionally, mobile phone numbers where notification notices are received, in accordance with clause eighth of this specification. In order to ensure the reception of electronic notifications, it is recommended to designate more than one person authorised to receive them, as well as various email addresses and mobile phones where to receive the notices of those made available. This data should be included in the section relating to 'person or contact persons' in Part II.A of the DEUC.

In addition, tendering companies will, if applicable, indicate information regarding the person or persons authorised to represent them in this tender. The DEUC must be submitted electronically signed by the person or persons who have the appropriate representation of the company to submit the proposal.

In the case of companies competing in the tender with the commitment to join a temporary union if they are awarded the contract, each must prove their personality, capacity and solvency, and submit a separate DEUC. In addition to the DEUC, they must provide a document stating the commitment to be formally constituted as a temporary union in the event of being awarded the contract.

In the event that the tendering company resorts to the solvency and means of other companies in accordance with the provisions of Article 75 of the LCSP, or is intending to sub-contract, it must indicate this circumstance in the DEUC and it must submit another DEUC separate from each of the companies to which it applies or which it intends to subcontract.

According to Article 71.1 (d) of the LCSP, the accreditation of compliance with the reserve quota for jobs and the obligation to have an equality plan must be done by submitting the DEUC.

The tendering companies that appear in a national database of a Member State of the European Union, such as a company virtual dossier, an electronic document storage system or a pre-qualification system, free of charge, must only provide information not on these bases in each part of the DEUC.

Thus, companies registered in the Government of Catalonia's Electronic Register of Licitation Companies (RELI), regulated in Decree 107/2005 of 31 May, and managed by the Technical Secretariat of the Consultative Board of Administrative Contracting, or in the Official Register of bidders and companies classified in the public sector, are only required to indicate in the DEUC information that is not registered in these registers, or that is not in force or updated. In any case, these companies must indicate in the DEUC the necessary information to enable the procurement body, where appropriate, to access the relevant documents or certificates of justification.

The provision of the documentation justifying the fulfilment of the requirements required in this case, the compliance of which has been indicated in the DEUC, must be made by the tendering company in which the awarding proposal has been received, because it has presented the most economically advantageous offer, prior to the award.

However, the contracting body or contracting body may ask tendering companies to submit all or part of the documentation justifying compliance with the prior requirements, when they feel

that there are reasonable doubts about the validity or reliability of the DEUC or when it is necessary for the proper development of the procedure. However, the tendering company which is registered in RELI or on the official register of tenderers and companies classified in the public sector or which is listed in a national database of a Member State of the European Union with free access is not required to submit the documents that justify or other documentary evidence of the data entered in those registers.

### **B) Declaration of submission to Spanish courts and tribunals**

Foreign companies must submit a declaration of submission to the Spanish courts and courts of any order for any incidents that may arise from the contract, with express renunciation of their own charter, in accordance with the model of Annex 1 of the administrative clauses.

### **C) Commitment to assignment of material or personal means**

Company declaration to commit to the execution of the contract by certain material or personal means, where required by section G4 of the list of characteristics, in accordance with the model of Annex 1 to the administrative clauses.

Furthermore, any other documentation required of section K of the feature box must be submitted.

### **D) Other documentation**

Compliance with the reserve quota for jobs and the obligation to have an equality plan must be made by means of the declaration responsible for Annex 1 to this specification.

Furthermore, any other documentation required of section K of the feature box must be submitted.

### **E) Provisional guarantee**

Compliance with the constitution of the provisional guarantee when it is established in section L of the list of characteristics and by the amount determined.

The provisional guarantee can be established:

- In cash or in public debt securities, subject in each case to the conditions laid down in accordance with the requirements laid down in Article 55 of the RGLCAP and with the models contained in Annexes III and IV of the same rule.

The cash must be deposited in the General Bank of Deposits of the General Treasury of the Generalitat de Catalunya or in the deposit boxes of the territorial treasuries. The certificates of immobilization of the annotated values must be presented to the recruitment body.

- By means of a guarantee presented to the contracting body, in the form and the regulatory conditions, and without depositing it in the General Bank of Deposits, provided by any bank,

savings bank, credit unions, credit establishment or mutual guarantee companies authorised to operate in Spain, with strict compliance with the provisions of Articles 56 and 58 and Annex V of the RGLCAP.

- By insurance contract holder under the requirements of Articles 57 and 58 and Annex VI of the RGLCAP, and subscribed to an insurance entity authorised to operate in the burrowing sector. The contract certificate must be handed over to the contracting body.

In the case of temporary unions of companies, temporary guarantees can be established by one or several of the companies involved, provided that together they reach the required amount and cover jointly all the companies involved in the temporary union.

The interim guarantee is automatically terminated and must be returned to tendering companies immediately after the contract is perfect. In any case, the provisional guarantee must be returned to the tendering company selected as the bidder when the final guarantee has been constituted, although the latter may apply the amount of the provisional guarantee to the final one or proceed to constitute a definitive guarantee ex novo.

#### **CONTENTS OF ENVELOPE B AND, IF APPLICABLE, ENVELOPE C**

a) If a price or criterion based on profitability has been established, such as the cost of the life cycle, as the only award criterion, tendering companies must include their economic proposal in envelope B.

If a number of award criteria have been established which all correspond to the same type of assessment, that is, all automatically quantifiable, the tendering companies must include in envelope B all the documentation that makes up their offer.

If both assessable award criteria have been established on the basis of a value judgement, and automatic quantifiable criteria, tendering companies must include in envelope B all documentation related to award criteria submitted for value judgement, and in envelope C documentation relating to automatic quantifiable criteria.

In this case, the inclusion of the financial offer on envelope B, as well as any information on the supply of a relevant character that can be evaluated automatically and that must therefore be included in envelope C, will lead to the exclusion of the tendering company, when the secrecy of the offers is violated or the duty not to know the content of the documentation relating to the objective assessment criteria before that relating to the subjective assessment criteria.

b) The economic proposal must be formulated, if applicable, in accordance with the model that is attached as annex 3 of this fold and as a template to envelope A of this tender included in the Over Digital tool, and the propositions corresponding to other award criteria, if applicable, to the contents indicated in the templates and other annexes of this fold.

Economic proposals that have omissions, errors or amendments that do not allow clear knowledge of what is considered essential for assessing them will not be accepted.

Through the Envelope Digital tool, companies will have to sign the document “summary” of their offers, with advanced electronic signature based on a qualified or recognised certificate,

with the signature of which the whole offer is understood to be signed, since this document contains the electronic footprints of all documents that make up it.

The proposals will have to be signed by the legal representatives of the tendering companies and, in the event that they are companies that are committed to establishing themselves as UTE if they are awarded, they will have to be signed by the representatives of all the companies that make up this company. The person or persons who sign the offer must be the person or one of the signatories of the DEUC.

c) The tendering companies will be able to point out, from every document that has been pointed out in the Digital Envelope tool, that they can declare that it contains confidential information, if it contains information of this kind.

The documents and data submitted by the tendering companies on envelope B and, if applicable, on envelope C, can be considered confidential if they include industrial, technical or commercial secrets or intellectual property rights and their dissemination to third parties may be contrary to their legitimate commercial interests, prejudice fair competition between companies in the sector, or when their processing may be contrary to the provisions of the personal data protection regulations. In addition, the confidential nature affects any other information with content that can be used to distort competition, whether in this tendering procedure or in subsequent ones. The company's financial offer and the data included in the DEUC are in no way confidential.

The declaration of confidentiality of companies must be necessary and proportional to the purpose or interest to be protected and must expressly and justifiably determine the documents or data provided that they consider to be confidential. Generic or unjustifiable statements of a confidential nature are not permitted.

In any case, it is up to the contracting body to assess whether the confidential qualification of certain documentation is adequate and, consequently, to decide on the possibility of access or view of such documentation, following hearings of the company or the tendering companies concerned.

d) As pointed out in point 11.4 of this clause, tenderers will be able to submit a backup, in electronic physical support, of the documents of their offers that they have presented through the Digital Envelope tool. This copy should be delivered at the request of the contracting body or contracting board, if required, and should contain a copy of the offer with exactly the same documents – with the same fingerprints – as those provided on offer through the Digital Envelope tool.

11.12 The presentation of tenders means that the contracting body can consult or obtain at any time of the contractual procedure information on everything declared by the tendering or contracting companies, except that they expressly oppose it.

11.13 The presentation of bids means that the contracting body can consult or obtain at any time of the contractual procedure information on everything declared by the tendering or contracting companies, except that they expressly oppose it.

11.14 The tendering companies are obliged to deal with personal data protection data that they may have to manage in accordance with the legislation in the protection of personal data. In particular, bidders will become responsible for processing the personal data of CTFC workers who have access to the data because they have an interest in the tender, and they are obliged to use this data only for tasks related to the preparation of their offer, to inform those concerned in the terms described in Article 14 of the GDPR.

11.15 The bidders will include in their offer the minimum personal data to meet the requirements of the tender. The CTFC will become responsible for processing the use it makes of this data. The tendering company will inform the interested parties of this data communication, according to the terms established in the GDPR. The bidder will provide the interested parties with the following information regarding the processing of personal data carried out by the CTFC as a result of the communication of data:

- Treatment manager: C Forest Science and Technology Center of Catalonia, Crta. From St. Lawrence of Morunys to Port del Comte, km 2, 25280 Solsona Tel. (+34) 973 48 17 52. It can be contacted via the email address [secretaria@ctfc.cat](mailto:secretaria@ctfc.cat).
- End: develop the administrative recruitment files of the CTFC in the terms defined by the legal regime of the contract. Personal data will be retained exclusively during the time periods provided for by law.
- Law: legal obligation. Compliance with the requirements of Law 8/2017, of 8 November, on Public Sector Contracts. Derivative of the offer to tender opened by the CTFC.
- Personal data categories that are communicated: to be specified by the bidder based on the information that it sends to the CTFC.
- Recipients: CTFC and other recipients by legal obligation or only to carry out actions related to the purpose of data communication.
- Rights: there is the right to request access, rectification or deletion of the data, as well as opposition or request to limit its processing. This right can be exercised by sending an email to the secretarial [address.ctfc.cat](mailto:address.ctfc.cat). If the data subject considers that his or her rights have not been properly attended, he or she can lodge a complaint with the Data Protection Officer prior to complaining with the Catalan Data Protection Authority. The data protection officer will notify the data subject of his decision within a maximum of 2 months from receipt of the complaint.

## **Dozen Recruitment desk**

12.1. The recruitment month is made up of the members who will be detailed in the resolution for this purpose to be published in the contractor profile.

12.2 The Recruitment Bureau will open envelope A, check the correction of the signatures of the offers and mark the documentation contained in envelope A. In case of notable defects, it will inform the tendering companies concerned to amend them within three days.

Once the defects in the signature or documentation contained in envelope A have been corrected, the measure will evaluate and determine the companies admitted to the tender and excluded companies, as well as, if applicable, the causes of exclusion.

Without prejudice to the communication to the interested parties, these circumstances will be made public through their employer profile.

Furthermore, in accordance with Article 95 of the LCSP, the mesa may request the tendering companies to provide the necessary clarifications on the certificates and documents submitted or require them to submit supplementary documents, which, pursuant to Article 22 of the RGLCAP, will have a period of five calendar days to do so, and they will not be able to submit it after declared the offers accepted.

The requests for clarifications or amendments will be made through the functionality for this purpose of the Digital Envelope tool, through which an email will be addressed to the address or addresses indicated by the tendering companies in the registration form, with the link to access the tool space in which they must provide the corresponding documentation.

These requests for amendment or clarification will be communicated to the company by means of an electronic communication through the e-NOTUM, integrated with the Public Procurement Services Platform, in accordance with clause eighth of this specification.

12.3 The exclusion acts adopted by the mesa in relation to the opening of envelope A are liable to challenge in the terms set out in the Quarantine clause.

### **Thirteen Committee of experts**

If a committee of experts is appointed, which will carry out the assessment of award criteria that depend on a value judgement, if any, its composition will be indicated in section X of the scoreboard.

### **Fourteenth Determination of the best offer**

#### 14.1 Contract award criteria.

For the assessment of the proposals and the determination of the best offer, the award criteria set in section H of the feature box or, if applicable, in Annex 4 of this specification must be met.

#### 14.2 Practice of valuing offers.

If a single award criterion or various award criteria have been established that all respond to the same assessment type, that is, all automatically quantifiable, the day, place and time indicated in the announcement of the tender will take place the act of opening of envelopes B presented by the admitted companies.

If award criteria have been established that can be assessed on the basis of a value judgement in conjunction with criteria that can be automatically quantified, the day, place and time

indicated in the announcement of the tender will be the act of opening of envelopes B presented by the admitted companies.

Subsequently, a new public event will be held in which the score obtained by each of the companies will be disclosed with regard to the assessment criteria that depend on a value judgment and then the C envelopes presented by the companies will be opened.

Once the envelopes have been opened up, the tendering companies present will be able to register before the mesa any comments they consider necessary, which will have to be reflected in the Minutes.

The recruitment board will be able to request and admit clarification or amendment of errors in tenders where they are material or formal, not substantial, and do not prevent the meaning of the offer. Clarification or amendment of errors in tenders will only be permitted if they do not lead to a change or specificity of the offer, in order to guarantee the principle of equal treatment between tendering companies.

The requests for clarifications or amendments will be made through the functionality for this purpose of the Digital Envelope tool, through which an email will be addressed to the address or addresses indicated by the tendering companies in the registration form, with the link to access the tool space in which they must provide the corresponding documentation.

These requests for amendment or clarification will be communicated to the company by means of an electronic communication through the e-NOTUM, integrated with the Public Procurement Services Platform, in accordance with clause eighth of this specification.

They will be excluded from the tender, by reason of a reasoned resolution, companies whose proposals do not correspond to the documentation examined and admitted, those that exceed the basic tendering budget, substantially modify the proposition models established in this specification, result in a manifest error in the amount of the proposal, and those in which the tendering company acknowledges the existence of error or inconsistency that makes it unviable. The existence of errors in the economic proposals of the tendering companies will mean their exclusion from the procurement procedure, where the principle of equality may be affected, in cases of errors that prevent the true price offered by companies from being determined, and therefore prevent the assessment of offers from being carried out.

The board will be able to request the technical reports it considers necessary before formulating its proposal for the award. You will also be able to request these reports when you consider it necessary to verify that the offers comply with the technical specifications of the folds. Proposals that do not meet these requirements will not be subject to assessment.

It may also require reports from social organisations of users receiving the benefit, organisations representing the area of activity to which the object of the contract corresponds, trade unions, organisations defending gender equality and other organisations to verify social and environmental considerations.

The exclusion acts of tendering companies adopted in connection with the opening of envelopes B and C will be liable to challenge in the terms laid down in the quarantine clause.

14.3 In cases of tie-breaks obtained by tender companies, the following successive criteria will take precedence in the award of the contract:

- Higher percentage of disabled or socially excluded workers in each company's workforce, prioritising in the event of equality the largest number of permanent disabled workers or the largest number of workers at risk of social exclusion, above the legal minimum.
- Good luck, if the application of the above criteria has not been unbalanced.

The tendering companies must provide proof of the tie-break criteria at the time of the tie-break.

#### 14.4 Abnormally low offers.

Determining offers that present abnormal values must be carried out based on the limits and objective parameters set in section J of the Feature Box.

In the event that one or more of the tenders submitted incur the presumption of abnormality, the contracting measure will require the company or companies that have submitted them to justify them and to disclose in a reasoned and detailed way the low level of prices, or costs, or any other parameter on the basis of which the abnormality of the offer has been defined. For this reason, the measure will require the company or companies tendering the details it considers appropriate on the viability of the offer and the justifications relevant to these effects. Requests for justification will be made through the functionality for this purpose of the Digital Envelope tool, through which an email will be addressed to the address or addresses indicated by the tendering companies in the registration form, with the link to which they will access the tool space in which they must provide the corresponding documentation.

This requirement will be communicated to the company through electronic communication through the e-NOTUM, integrated with the Public Procurement Services Platform, in accordance with the eighth clause of this fold.

Once the deadline has passed, if the contracting body does not receive the information and the requested documentation, it will pass it on to the contracting body and it will be considered that the proposal cannot be complied with and the tendering company will be excluded from the procedure.

If the contracting body receives the information and documentation requested within the deadline set in the requirement, it will evaluate it and submit the corresponding proposal for acceptance or rejection of the proposal, duly justified, to the contracting body, so that it may decide, following the technical advice of the corresponding service, or the acceptance of the offer because it considers its viability to be accredited, or, otherwise, its rejection.

The contracting body will reject tenders that are incurred on the presumption of abnormality if they are based on inappropriate hypotheses or practices from a technical, economic or legal perspective. It will also reject offers if it proves that they are abnormally low because they infringe subcontracting regulations or fail to meet the applicable obligations in environmental, social or labour matters, national or international, including non-compliance with the existing sectoral collective agreements, in accordance with Article 201 of the LCSP.

#### **Fifteen. Classification of offers and requirements of documentation prior to award**

15.1 Once the tenders have been assessed, the recruitment board will classify them in decreasing order and subsequently submit the corresponding proposal for the award to the contracting body.

In order to perform this classification, the measure will take into account the award criteria indicated in section H of the Feature Box or, if applicable, in Annex 4 of this fold and the announcement.

The proposal for the awarding of the measure does not create any right in favour of the tendering company proposed as a bidder, as the contracting body may withdraw from it as long as it motivates its decision.

15.2 Once the proposal of the measure has been accepted by the contracting body, the corresponding services will require the tendering company that has presented the best offer so that, within ten working days of the day after the request had been received, it submits the supporting documentation mentioned below.

This requirement will be made by electronic notification through the e- NOTUM, integrated with the Public Procurement Services Platform, in accordance with the eighth clause of this fold.

The documentation contribution will be carried out through the functionality for this purpose of the Digital Envelope tool, through which an email will be sent to the address or addresses indicated by the tendering companies in the form of registration, with the link to which they will access the space of the tool in which they must provide the corresponding documentation.

A.1 Companies not registered in the electronic register of tendering companies (RELI) or in the official register of tenderers and companies classified in the public sector or not in a national database of a Member State of the European Union

The tendering company that has presented the best offer will have to provide the following documentation. This documentation, if applicable, should also be provided with regard to companies whose capacities are used:

- Corresponding documentation accrediting the capacity to act and legal personality, in accordance with the provisions of the ninth clause.
- Documents accrediting the legal representation and personality of the signatories of the offers: power to appear or sign propositions on behalf of another and a photocopy of the national identity document or passport.
- Documentation accrediting compliance with the specific solvency requirements or the corresponding classification certificate.

Also, the tendering company that has presented the best offer will have to provide:

- If applicable, certificates accrediting compliance with quality assurance and environmental management standards.
- In the event that the company resorts to the capacities of other entities, the undertaking to have the necessary resources referred to in Article 75.2 of the LCSP.
- Documents accrediting the effective provision of means that have undertaken to dedicate or subscribe to the execution of the contract in accordance with Article 76.2 of the LCSP.
- Document accrediting the constitution of the final guarantee, in accordance with the provisions of the sixteenth clause (except in the case that the guarantee is constituted by the withholding on price).
- Advice accrediting the payment of the corresponding advertising expenses, the maximum amount of which is indicated in section Q of the feature box.
- Any other documentation that, specifically and by the nature of the contract, is determined in section K of the contract characteristics table.

A.2 Companies registered in the electronic register of tendering companies (RELI) or in the official register of tenderers and companies classified in the public sector or listed in a national database of a Member State of the European Union

The company that has presented the best offer must provide the following documentation, only if it is not registered in these registers or is not in force or up to date, in accordance with the provisions of clause eleventh of this specification:

- In the event that the company resorts to the capacities of other entities, the undertaking to have the necessary resources referred to in Article 75.2 of the LCSP.
- Documents accrediting the effective provision of means that have undertaken to dedicate or subscribe to the execution of the contract in accordance with Article 76.2 of the LCSP.
- Document accrediting the constitution of the final guarantee, in accordance with the provisions of the sixteenth clause.
- Advice accrediting the payment of the corresponding advertising expenses, the maximum amount of which is indicated in section Q of the feature box.
- Any other documentation that, specifically and by the nature of the contract, is determined in section K of the contract characteristics table.

Once the tendering company has provided the best offer of the required documentation, it will be qualified. If it is noted that in the submitted documentation there are defects or errors of a rectifiable nature, the companies concerned must be notified to correct or amend them within a maximum of three working days.

Requests for fixes will be made through the functionality for this purpose of the Envelope Digital tool, through which an email will be addressed to the address or address given by the

company or tendering companies in the registration form, with the link to access the tool space in which they must provide the corresponding documentation.

These requests for amendments will be communicated to the company by means of electronic communication through the e-NOTUM, integrated with the Public Procurement Services Platform, in accordance with clause eighth of this specification.

15.3 In the event that the requirement for documentation is not adequately supplemented within the stated timeframe, or within the deadline to be amended, it will be understood that the tendering company has withdrawn its offer and will proceed to require the same documentation from the following tendering company, in the order in which the offers have been classified. This entails the requirement for the amount of 3 % of the basic tendering budget, excluding VAT, in the form of a penalty, which will be applied in the first place against the provisional guarantee that, if necessary, it would have been established and, furthermore, may result in the company declaring itself prohibited from hiring on the grounds laid down in Article 71.2.a) of the LCSP.

Furthermore, the possible falsehood in what the tendering companies declared in the DEUC or in other declarations may lead to the cause of a ban on hiring with the public sector established in Article 71.1.e) of the LCSP.

### **Sixteenth Definitive guarantee**

16.1 The final guarantee amount is indicated in section L of the feature box.

16.2 Guarantees can be given in some of the following ways:

a) In cash or in public debt securities subject, in each case, to the conditions laid down in accordance with the regulations. The cash and immobilization certificates in the annotated values must be deposited in the General Deposit Box of the General Treasury of the Generalitat de Catalunya or in the deposit boxes of the territorial treasuries.

b) By means of guarantees, provided in the form and conditions laid down in the regulations, by some of the banks, savings banks, credit unions, credit institutions or mutual guarantee companies authorised to operate in Spain, which must be deposited in some of the establishments mentioned in paragraph a).

c) By means of insurance contract with an insurance company authorised to operate in the form and conditions laid down in accordance with the regulations. Insurance certificates must be delivered in establishments identified in paragraph a).

d) By withholding part of the price at the request of the company proposed as a bidder, following an assessment of the contracting month. In this case, the retention will be made on the first or first invoices submitted.

In the case of amortization or partial substitution of the securities that constitute the guarantee, the contracting company is obliged to replenish them in the amount necessary so that the amount of the guarantee does not decrease for this reason, and the aforementioned reposition must be documented.

16.6 When, as a result of the change in the contract, its total value changes, the guarantee constituted must be adjusted to the amount required to maintain the appropriate ratio between the guarantee and the budget of the contract in force at each time, within a fortnight to count the date on which the company is notified of the amendment agreement. To this end, price variations that occur as a result of a review of the latter will not be considered in accordance with the chapter on price review in LCSP public sector contracts.

When the penalties or compensation required of the awarding company are effective, the contracting company will have to replenish or extend the guarantee, as appropriate, within a fortnight of execution.

If the guarantee is not repositioned in the cases mentioned in the previous section, the Administration may resolve the contract.

16.9 Paragraph L of the scoreboard may provide that, in the event that the bidder's offer is abnormally low, a supplementary guarantee of up to 5% of the amount of the award must be presented, not including VAT.

### **Seventeen. Decision not to award or subscribe the contract and withdrawal**

The contracting body may decide not to award or sign the contract, for reasons of due public interest and with appropriate notification to tendering companies, before the contract is concluded.

It will also be able to withdraw from the procedure, before the contract is formalised, and notify tendering companies of this, when it considers an unjustifiable infringement of the rules for the preparation of the contract or of the rules governing the award procedure.

The decision not to award or subscribe to the contract and the withdrawal of the award procedure will be published in the contractor's profile.

### **Eighth. Contract Adjudication**

18.1 Once the documentation referred to in clause 15 has been submitted, the contracting body will agree to award the contract to the company or companies proposed as adjudicators, within five working days following the receipt of the aforementioned documentation.

The tender will not be declared deserted if there are any proposals that are admissible according to the criteria in this fold. The statement, if applicable, that this procedure has been left devoid will be published in the contractor's profile.

18.2 The decision to award the contract will be notified to tendering companies by electronic notification through the e-NO'TUM, in accordance with clause eighth of this fold, and will be published in the contracting body's contracting profile within fifteen days, indicating the deadline by which the contract must be formalised.

To this end, a notification of the availability will be sent to the email address - and, if informed, to the mobile phone - that the bidding companies have designated when submitting their proposals of the notification. Likewise, the email will contain the link to access it.

## **Nineteen Formalization and perfection of the contract**

19.1 The contract will be formalized in administrative document, by advanced electronic signature based on a qualified or recognized certificate of electronic signature.

The company or the contracting companies will be able to request that the contract be raised to public writing, and the corresponding expenses will be borne by them.

In the case of contracts that are eligible for special appeal in the field of procurement, the formalisation of the contract will take place after the minimum period of fifteen working days has elapsed since the notification of the award referred to in the previous clause is referred to the tendering companies.

Services dependent on the contracting body will require the contracting company or companies to complete the contract within a period not exceeding five days from the day after the date on which the request has been received, once the deadline laid down in the previous paragraph has elapsed without any special appeal for the contract having been lodged with the suspension of the formalisation or the competent body for the settlement of the appeal having lifted the suspension.

In the case of contracts that are not eligible for special appeal in the field of procurement, the formalisation of the contract will take place within a maximum of fifteen working days after the one in which the notification of the award is received to the tendering companies referred to in the previous clause.

19.3 If the contract is not concluded within the time specified in the previous paragraph for reasons attributable to the contracting company, the amount of 3 % of the basic tendering budget will be required, excluding VAT, in the form of a penalty, which will be effective first of all against the definitive guarantee, if it has been established. In addition, this may result in the company declaring itself prohibited from hiring, in accordance with Article 71.2.b) of the LCSP.

If the contract is not concluded within the time specified for reasons attributable to the Administration, the contractor must be compensated for the damages that the delay may cause.

In the event that the contract cannot be concluded with the contracting company, the following company that has presented the best offer in accordance with the order in which the offers have been classified, with the prior submission of the documentation referred to in clause fifteen, will be awarded and the deadlines provided for in the previous paragraphs will apply.

19.4 Companies that have entered into a commitment to set up a UTE will have to submit, once the contract has been awarded in their favour, the public writing of the temporary union constitution (UTE) in which the appointment of the representative or single person empowered of the union with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its extinction.

19.5 The content of the contract will be established in Articles 35 of the LCSP and 71 of the RGLCAP and will not include any clause that involves alteration of the terms of the award.

The contract will be concluded with its formalization and this will be a prerequisite for its implementation.

19.7 The formalization of this contract, along with the contract, will be published within a period not exceeding fifteen days after perfection in the contractor's profile.

Once the contract has been formalised, the public register of contracts of the Government of Catalonia will be notified of the basic data, including the identity of the contracting company, the amount of the contract being awarded, along with the corresponding breakdown of the VAT; and subsequently, if applicable, the modifications, extensions, variations of deadlines or prices, the final amount and the termination of the contract.

The contractual data communicated to the Public Register of Contracts will be publicly accessible, with the limitations imposed by the data protection rules, provided that they are not confidential.

### **III. PROVISIONS RELATING TO THE EXECUTION OF THE CONTRACT**

#### **Twenty Special conditions of execution**

Les special conditions in relation to the execution, of mandatory compliance by the contractor company or companies and, where applicable, by the company or subcontractor companies, are those established in section M of the table of characteristics and in clauses thirty to thirty dozen).

In the contracts whose execution requires the processing by the contracting company of personal data on behalf of the person in charge of the processing, it will be a special condition of execution:

A) The purpose for which the data is transferred

#### **Twenty one Execution and supervision of services**

Ethe contract will be executed subject to what is established in its clauses and specifications and in accordance with the instructions given to the company or contracting companies in its interpretation by the person responsible for the contract referred to in clause twenty- fourth of this document.

#### **Twenty dozen Work program**

The contractor company or companies will be required to present a work program that must be approved by the contracting authority when so determined in section T of the table of characteristics.

#### **Twenty-thirteen Compliance with deadlines and correct execution of the contract**

23.1 The contracting company is obliged to meet the total deadline for the execution of the contract and the partial deadlines set, if applicable, in the work programme.

23.2 If the contracting company fails to comply with the full or partial deadlines, for any reason attributable to it, the Administration may choose, in the circumstances of the case, to resolve the contract with loss of guarantee or by imposing the penalties in the form and conditions laid down in Articles 193 and 194 of the LCSP.

The Administration will have the same power if the contracting company partially fails, for reasons attributable to it, to implement the benefits defined in the contract.

If the delay in respect of compliance with the deadlines occurs for reasons not attributable to the contracting company and the contractor offers to comply if the initial deadline for implementation is extended, it will be granted a deadline, at least equal to the time lost, unless the contractor asks for a shorter one.

In any case, the delayed establishment of the contracting company will not require prior intimidation by the Administration.

23.3 In the event of defective fulfilment of the benefit subject to the contract or of non-compliance with the commitments made by the company or contracting companies or of the special implementing conditions laid down in clause 20 of this specific case, the CTFC may opt, in accordance with the circumstances of the case and with the procurement requirements being framed in the development of a competitive project, by the resolution of the contract with loss of guarantee or by the imposition of an economic sanction of 1% of the contract price, which will be increased weekly to a maximum of 10% of the price.

23.4. In the event of non-compliance with the award criterion with regard to improvements in the technical characteristics for each of the three lots, in the event that the awarding company does not comply with the declaration made in that criterion, the provisions of clause 23.3 will apply.

The amounts of the penalties imposed will be made effective by deducting the amounts which, in the form of a total or partial payment, have to be paid to the contracting undertaking or on the guarantee that, if necessary, it has been established, where they cannot be deducted from the aforementioned payments.

#### **Twenty-four Person responsible for the contract**

Regardless of the unit responsible for the monitoring and ordinary execution of the contract, a person responsible for the contract shall be appointed, in section V2 of the scoreboard:

- Supervising the execution of the contract and making the decisions and dictating the instructions necessary to ensure the correct performance of the benefit, always within the powers conferred on it by the contracting body.
- Adopt the proposal on the imposition of penalties.

- To issue a report in which it determines whether the delay in execution is caused for reasons attributable to the contractor.
- In service contracts involving the development or maintenance of computer applications, the measures provided for in the last paragraph of Article 308.3 LCSP.

The instructions given by the person responsible for the contract form the obligations of execution of the contract along with its clauses and folds.

#### **Twenty five Resolution of incidents**

The incidents that may arise between the Administration and the contracting company in the execution of the contract, due to differences in the interpretation of what has been agreed or due to the need to amend the contractual conditions, will be dealt with by means of a contradictory dossier which will necessarily include the actions described in Article 97 of the RGLCAP.

Unless reasons of public interest justify it or the nature of incidents require it, its processing will not determine the termination of the contract.

#### **Twenty-six Resolution of interpretative technical doubts**

For the resolution of interpretative technical doubts that may arise during the execution of the contract, a non-binding external technical report may be requested from the Administration.

### **IV. PROVISIONS RELATING TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **Twenty-seventh Subscriptions to the contractor company**

27.1 The tax of the services performed will be certified in accordance with the technical specifications, by means of the documents that certify the full or partial performance, if applicable, of the contract.

27.2 The payment to the contractor company will be made upon presentation of an invoice issued in accordance with current regulations on electronic invoices, within the terms and conditions established in article 198 of the LCSP.

In accordance with the provisions of Law 25/2013, of December 27, on the promotion of electronic invoicing and the creation of the accounting register of invoices in the public sector, invoices must be signed with an advanced signature based on a recognized certificate and must necessarily include the contract file number.

The format of the electronic invoice and signature must conform to the provisions of Annex 1 of Order ECO/306/2015, of September 23, which regulates the procedure for processing and recording invoices in the Accounting Register of invoices in the area of the administration of the Generalitat de Catalunya and the public sector that depends on it.



The e.FACT platform is the general entry point for electronic invoices for the Administration of the Generalitat de Catalunya and its Public Sector. The identification data of the administrative body with powers in the field of public accounting, of the contracting body and of the recipient, which the contracting company must include in the corresponding invoices, are as follows:

The fiscal data of the CTFC are Forest Science and Technology Center of Catalonia, Carretera Sant Llorenç de Morunys, Km.2, 25280 Solsona, Lleida. NIF: Q0801175A and DIR3 codes:

Processing Unit: A09006655

Managing Body: A09006655

Accounting Office: A09006655

27.3 In case of delay in payment, the contractor has the right to receive, under the legally established terms and conditions, late interest, and the corresponding compensation for collection costs in the terms established in Law 3/2004, of 29 December, by which measures are established to fight arrears in commercial operations.

27.4 The contracting company may carry out the work faster than necessary to perform the services within the contractual term or terms. However, he will not have the right to receive in each year, whatever the amount of what has been executed or of the certifications issued, a greater amount than that entered in the corresponding annuity, affected by the allocation coefficient.

27.5 The contracting company will be able to transfer the collection rights under the terms and conditions established in article 200 of the LCSP.

### **Twenty-eighth Liability of the contractor company**

The contracting company is responsible for the technical quality of the work carried out and the services provided, as well as the consequences for the Administration or for third parties resulting from omissions, errors, inadequate methods or conclusions incorrect in the execution of the contract.

The contracting company executes the contract at his own risk and risk and is obliged to indemnify the damages that are caused to third parties as a result of the operations that require the execution of the contract, except in the case that the damages are caused as immediate and direct consequence of an order from the Administration.

### **Twenty-ninth Other obligations of the contracting company**

A) Have sufficient technical and financial organization to be able to adequately provide the service. Make available to the service all the material, utensils, machinery and all the elements necessary to guarantee the correct execution of the service.

For this reason, he must take all the necessary measures, and have the appropriate means for the optimal provision of the service that is the object of this contract, and for its quality control, taking charge of the auxiliary means of special characteristics that may be necessary for the development of their work.

B) The contracting company is obliged, in the execution of the contract, to comply with the applicable obligations in environmental, social or labor matters established by European Union law, national law, collective agreements or the provisions of international environmental law, social and labor that bind the State and, in particular, those established by Annex V of the LCSP.

Also is obliged to comply with the provisions in force regarding the social integration of people with disabilities and taxes.

The in compliance with the aforementioned environmental, social or labor obligations and, in particular, non-compliance or repeated delays in the payment of wages or the application of wage conditions lower than those derived from collective agreements that are serious and willful, will give rise to the imposition of penalties referred to in section R of the table of characteristics of this specification.

For this purpose, the contracting company will have to send the justification of the actual making of these payments to the contracting body when it requests it.

C) The contracting company is obliged to comply with the wage conditions of the workers in accordance with the sectorial collective agreement.

D) The contracting company undertakes to apply, when performing the services specific to the service, the measures intended to promote equality between men and women.

E) The contractor company, in relation to the personal data to which it has access on the occasion of the contract, undertakes to comply with everything established by Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, to the development regulations and to what is established by Regulation (EU) 2016/679, of the European Parliament and of the Council, of April 27, 2016, relating to the protection of natural persons with regard to the treatment of personal data and the free movement of such data and which repeals Directive 95/46/EC.

The documentation and information that emerges or is accessed during the execution of the services that are the subject of this contract and that corresponds to the Contracting Administration responsible for the processing of personal data, is confidential and may not be subject to total or partial reproduction by any means or support. Therefore, it may not be processed or computerized, nor transmitted to third parties outside the strict scope of the direct execution of the contract.

In the event that the execution of the contract involves the contracting company treating or accessing personal data, it will be necessary to formalize a contract with the successful company as the person in charge of the treatment which can be adjusted to the model in Annex 8 of this fold

F) The contracting company or companies must certify that the personnel assigned to the execution of the contract comply with the provisions of Article 13.5 of Organic Law 1/1996, of January 15, on the Legal Protection of Minors, of partial modification of the Civil Code and the Civil Procedure Law.

G) If applicable, the company or the contracting companies must comply with the obligations set out in Annex 7 of this specification, regarding special rules regarding the staff of the contracting company that will assign to the execution of the contract .

H) When the employment regulations so stipulate, the contracting company is obliged to take a place as an employer in the employment relations of the workers attached to the execution of this contract, in accordance with the information on the respective contract terms provided in Annex 6 of this administrative fold or the technical prescriptions fold.

Furthermore, the contracting company is obliged to provide the contracting body with information regarding the terms of contracts for workers who have to be subject to derogation. In particular, as part of this information, it is required to provide lists of the staff subject to derogation indicating the applicable collective agreement and the details of category, type of contract, day, date of seniority, expiration of the contract, annual gross salary of each worker, and all the existing pacts applicable to the workers affected by the derogation. Failure to comply with this obligation will result in the imposition of the penalties laid down in section R of the characteristic picture. If there is no provision for a penalty regime in this section, the final guarantee will be retained until the data is made available and, in any case, a penalty of up to 10% of the price of the contract will be imposed.

The contracting company assumes the obligation to pay unpaid wages to its workers who must be subject to a derogation, as well as the social security contributions merited, even if this contract is resolved and the workers are replaced by a new contracting company, without in any case the aforementioned obligation being the latter. In this case, the Administration, having proven the lack of payment of the aforementioned salaries, must proceed to the withholding of the amounts owed to the contractor to guarantee the payment of the aforementioned salaries, and to the non-refoulement of the definitive guarantee until the payment of the payment is accredited.

i) The contracting company is obliged to provide the service with the agreed continuity and to guarantee private individuals the right to use it under the conditions that have been established and by paying, if applicable, for the fixed financial compensation; to take care of the good order of the service; to compensate for the damage caused to third parties as a result of the operations required to carry out the service, with the exception of those that occur for reasons attributable to the Administration; and to submit, if applicable, the works and facilities to which it is obliged in the appropriate state of conservation and operation.

j) In terms of risk prevention, the contracting company is obliged to:

- Comply with all the obligations that, as a company, are applicable to it in matters of health and safety at work, in accordance with the Occupational Risk Prevention Act and the deployment regulations.
- To comply in general with the provisions of articles 17 and 24 of the Occupational Risk Prevention Law in relation to protective equipment and the coordination of business activities.

- Identify and evaluate the occupational risks associated with the activity that is the subject of the contract, establish and adopt preventive measures and establish and facilitate the means of protection necessary for their correct execution, as well as inform the contracting authority of these in accordance with what is established in article 24 of the Occupational Risk Prevention Act and Royal Decree 171/2004, of January 30, which implements article 24 of Act 31/1995, of November 8, of prevention of occupational risks, in the matter of coordination of business activities.
- For the above purposes, and at the time of formalizing the contract, the contracting company will deliver the documentation that has been reflected in annex 5 of this set of administrative clauses and, in addition, will deliver to the person responsible for the contract all the documentation that may be required in terms of coordinating business activities.

In this sense, the obligation of the contracting company to guarantee safety and health protection at work and compliance with the applicable sectoral and territorial collective agreements is considered a special condition for the execution of the contract.

K) The documentation and information that emerges or is accessed during the execution of the services that are the subject of this contract and that corresponds to the contracting CTFC, is confidential and may not be reproduced in whole or in part by any medium or support. Therefore, it may not be processed or computerized, nor transmitted to third parties outside the strict scope of the direct execution of the contract.

In the event that the object of the contract entails carrying out works or creations subject to intellectual property regulations, the contractor will assign to the CTFC free of charge and exclusively, without time limit and for the whole world, the rights of reproduction, distribution, public communication and transformation, which constitute the rights to exploit the intellectual property of the works carried out for the provision of the contractual object, in any tangible or intangible form and, in particular, in all its forms of exploitation, including exploitation in internet and/or social networks.

The exclusive transfer under the terms established in the preceding paragraph is also carried out for the purposes that the CTFC, as the exclusive transferee of the rights to the works carried out for the provision of the contractual object (drawings, logos, texts, slogans, graphics, etc.), can apply for industrial property titles.

The transfer of rights provided for in this clause will also apply in the case of elements created or produced (digital photographs, etc.) By persons or companies that have been subcontracted by the awarded company, and, for this purpose, the awarding company will have to certify the aforementioned transfer. These exploitation rights (reproduction, transformation, distribution or public communication) will also be assigned to the CTFC exclusively, without time limit and for the whole world in all its modes of exploitation, including the internet network and/ or social

In addition, the successful bidder assumes the obligation to answer and indemnify against all liability of any nature (including the amounts claimed by collective management societies of intellectual property rights) originating from or related to claims that the CTFC may receive about the fact that the exploitation of the works, parts, icons, materials and, in general, any



work produced for the purpose of this contract, infringes the intellectual and/or industrial property rights of third parties.

Likewise, ownership of the materials will be transferred by the awarded company to the CTFC and no one will be able to use them without the authorization of this Center.

The signing of the corresponding contract will mean the formalization of the assignments provided for in this clause.

l) The tenderers and contractors assume the following obligations:

- To observe the principles, rules and ethical rules of the activities, trades or professions corresponding to the benefits covered by contracts.

- Do not carry out actions that endanger the public interest.

- Report the irregular situations that may arise in public procurement processes or during the execution of contracts.

- To refrain from conducts that are intended or may have the effect of preventing, restricting or distorting competition, such as collusory or fraudulent competition (regard offers, the elimination of offers, the allocation of markets, the rotation of offers, etc.).

- Respect agreements and confidentiality rules.

- To collaborate with the contracting body in the actions it undertakes for the monitoring or evaluation of the compliance with the contract, particularly by providing the information requested for these purposes and which the legislation on transparency and public sector contracts imposes on the contractors in relation to the Administration or reference administrations, without prejudice to compliance with the transparency obligations that correspond directly to them by legal provision.

### **Thirty Clauses of a social nature.**

30.1. The winning company is obliged to apply, in the execution of the contract, measures intended to promote equal opportunities between women and men in the labor market, in accordance with what is provided for in Organic Law 3/2007, of 22 March, for the effective equality of women and men.

30.2. The successful tenderer remains obliged to comply with labor regulations and the applicable collective agreement. They will be responsible for the labor obligations determined by the legislation in force at any given time in matters of wages, Social Security, accidents at work, mutual labor, training, safety, and hygiene, etc. Failure to comply with any of these

employment obligations will entitle the CTFC to terminate the contract. This institution will be exempt from any responsibility in this matter.

30.3. The company must comply with the obligation to hire, if applicable, 2 percent of workers with disabilities or adopt the alternative measures provided for by law.

30.4. The contracting company must adopt measures to prevent, control and eradicate sexual harassment, as well as harassment based on sex.

30.5. The contracting company and, where appropriate, the subcontractor, must establish measures that favor the reconciliation of the personal and/or family life of the workers assigned to the execution of this contract.

30.6. The contractor must organize professional training actions in the workplace that improve the employment and adaptability of people, as well as their capabilities and qualifications.

30.7. The contractor is obliged to comply with the provisions in force regarding the social integration of people with disabilities and, in particular, to comply with the principle of equal opportunity for people with disabilities, avoiding discrimination, direct or indirect, due to disability, in their activity.

30.8. The contracting company must guarantee safety and health protection at work and also the obligations in social or labor matters mentioned and, in particular, avoid non-compliance or repeated delays in the payment of wages or the application of conditions wages lower than those derived from collective agreements.

Failure to comply with the essential conditions may result in the imposition of penalties in accordance with what is established in clause 23.

### **Thirty one Environmental clauses.**

The successful tenderer will adopt the appropriate measures to comply with current community, state, regional and local environmental legislation that apply to the contracted work.

All the work carried out by the awarded company, with an environmental impact, must be aimed at achieving good environmental management. Specifically, the successful bidder undertakes to recycle the destroyed material.

Failure to comply with environmental obligations may result in the imposition of penalties if this is provided for in clause 23.

### **Thirty dozen Ethics clause.**

32.1 The personnel in the service of the Public Administration and its public sector, who intervene, directly or indirectly, in the public procurement procedure are subject to the Code of principles and recommended conduct in public procurement (approved by Government Agreement of July 1, 2014 and modified by Government Agreement of May 9, 2017) and its provisions will be applied across the board to any action that is part of any phase of the

procurement procedure in accordance with the degree of intervention and liability in contractual procedures.

The presentation of the offer by the bidders will mean their adherence to the Code of principles and recommended conduct in public procurement in accordance with the ethical and integrity commitments that form part of the contractual relationship.

32.2.A Bidders, contractors and subcontractors assume the following obligations:

- a) Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services covered by the contracts.
- b) Not to carry out actions that put the public interest at risk in the area of the contract or the services to be tendered.
- c) Report irregular situations that may occur in public procurement processes or during the execution of contracts.
- d) Refrain from conducting conduct that has as its object or may have the effect of preventing, restricting or distorting competition, such as collusive or fraudulent competitive behavior (guard offers, elimination of offers, allocation of markets , offer rotation, etc.).
- e) At the time of submitting the offer, the tenderer must declare if he has any situation of possible conflict of interest, for the purposes of article 64 of the LCSP, or an equivalent relationship with interested parties in the project. If a situation of this nature occurs during the execution of the contract, the contractor or subcontractor is obliged to inform the contracting authority.
- f) Respect agreements and confidentiality rules.
- g) In addition, the contractor must collaborate with the contracting body in the actions it carries out for the monitoring and/or evaluation of the fulfillment of the contract, particularly by providing the information that is requested for these purposes and that the transparency legislation and public sector contract regulations impose on contractors in relation to the Administration or administrations of reference, without prejudice to compliance with the transparency obligations that belong to them directly by legal provision.

32.2.B Bidders, contractors and subcontractors, or their subsidiaries or related companies, undertake to strictly comply with tax, labor, and social security legislation and, specifically, not to carry out financial operations contrary to tax regulations in countries that do not have rules on capital control and are considered tax havens by the European Union.

32.3 All these obligations and commitments are considered special conditions for the execution of the contract.

32.4 The consequences or penalties for breach of this clause will be as follows:

- In case of breach of sections, a), b), c), f) and g) of section 32.2.A a minimum penalty of 0.60 euros is established for every 1,000.00 euros of the contract price, VAT excluded, which may be increased in a justified and proportional way depending on the seriousness of the facts. The seriousness of the facts will be determined by the damage caused to the public interest, the repetition of the facts or the obtaining of a benefit derived from the breach. In any case, the amount of each of the penalties may not

- exceed 10% of the contract price, VAT excluded, nor may their total exceed 50% of the contract price under any circumstances.
- In the case of non-compliance with the provisions of letter d) of section 32.2.A, the contracting body will notify the competent authorities of the matter of competition.
  - In the case of non-compliance with the provisions of letter e) of section 32.2.A, the contracting body will bring it to the attention of the Public Procurement Ethics Commission of the Generalitat of Catalonia so that it issues the relevant report.
  - In the event that the seriousness of the facts requires it, the contracting body will bring them to the attention of the Antifraud Office of Catalonia or the control and inspection bodies that are competent due to the matter.

### **Thirty-three Prerogatives of the Administration**

Within the limits and subject to the requirements and effects indicated in the LCSP, the contracting body holds the prerogatives of interpreting the contract, resolving any doubts offered by its compliance, modifying it for reasons of public interest, declaring the responsibility attributable to the contracting company following its execution, suspending its execution, agreeing the resolution and determining its effects.

The contracting body also has the powers to inspect the activities carried out by the contracting company during the execution of the contract, in the terms and with the limits established by the LCSP.

The agreements adopted by the contracting body in the exercise of the aforementioned prerogatives exhaust the administrative path and are immediately executive.

The exercise of the prerogatives of the Administration will be carried out by the procedure laid down in Article 191 of the LCSP.

### **Thirty-four Modification of the contract**

34.1 The contract can only be modified for reasons of public interest, in the cases and in the manner specified in this clause and in accordance with the provisions of articles 203 to 207 of the LCSP.

34.2 The modifications provided for in the administrative document are those indicated in paragraph O of the list of characteristics.

These changes are compulsory for the contracting company.

Under no circumstances can the amendment of the contract mean the establishment of new unit prices not provided for in the contract.

If the price of the contract is determined by implementing units, it will not be considered as a contractual modification, the variation that during the correct execution of the benefit occurs exclusively in the number of units actually executed over those foreseen in the contract, which can be collected in the liquidation, provided that they do not represent an increase in expenditure above 10% of the contract price.

### 34.3 Unplanned modifications.

The modification of the contract not provided for in this clause can only be effected when the requirements are met and the assumptions provided for in Article 205 of the LCSP, in accordance with the procedure regulated in Article 191 of the LCSP and with the specificities provided for in Article 207 of the LCSP.

These changes are compulsory for the contracting company, unless they involve, in isolation or jointly, an alteration in their amount that exceeds 20% of the initial price of the contract, excluding VAT. In this case, the amendment will be agreed by the contracting body with the prior written conformity of the contracting company; otherwise, the contract will be resolved in accordance with the cause provided for in Article 211.1.g) of the LCSP.

34.4 The changes to the contract will be formalised in accordance with the provisions of Article 153 of the LCSP and the nineteenth clause of this fold.

34.5 The announcement that the contract will be amended, together with the allegations of the contracting company and all the reports that, if applicable, are requested prior to the approval of the amendment, both those that the contracting company contributes and those that the contracting body issues, will be published in the contracting party profile.

34.6 Where the price is determined by implementing units, no modifications are considered to be the variation during the correct execution of the benefit occurring exclusively in the number of units actually executed over those provided for in the contract, which can be collected in the liquidation, provided that they do not represent an increase in expenditure above 10 percent of the contract price.

### **Thirty five Suspension of the contract**

The contract may be suspended either by agreement of the Administration or by the contractor opting to suspend its compliance, in the event of a delay in payment of the price above four months, and must inform the Administration one month in advance.

In any case, the Administration must extend the corresponding suspension act, on its own initiative or at the request of the contracting company, in accordance with Article 208.1 of the LCSP.

The suspension act, in accordance with Article 103 of the RGLCAP, must be signed by a person representing the contracting body and the contracting company, and must be extended within a maximum of two working days, to be counted the day after the date on which the suspension is agreed.

The Administration must pay the contracting company the damages that are effectively caused in accordance with Article 208.2 of the LCSP. The payment of the damages to the contracting company will only include the concepts indicated in this requirement.

## **V. PROVISIONS RELATING TO SUCCESSION, ASSIGNMENT, SUBCONTRACTING AND PRICE REVISION OF THE CONTRACT**

### **Thirty-six Succession and assignment of the contract**

#### 36.1 Succession in the person of the contractor.

In the event of a merger of companies in which the contracting company participates, the contract will remain in force with the absorbing entity or with that resulting from the merger, which will be subrogated in all the rights and obligations that dictate it.

In cases of division, contribution or transmission of companies or branches of activity, the contract will continue with the entity to which the contract is attributed, which will be subrogated in the rights and obligations that they require, provided that it meets the capacity conditions, the absence of a prohibition on contracting and the creditworthiness required when the award of the contract is agreed or that the companies that benefit from these operations and, in the event of subsistence, the company from which the assets, companies or segregated branches, are jointly responsible for the execution of the contract.

The contracting company must notify the contracting body of the circumstances that have occurred.

In the event that the contracting company is a UTE, when taking place with respect to some or some companies that are part of the temporary union merger, cleavage or transmission operations of branch of activity, the execution of the contract with the temporary adjudicating union will continue. In the event that the absorbing society, the merger, the beneficiary of the split or the purchaser of the branch of activity are not companies that are part of the temporary union, it will be necessary for them to have full capacity to act, not to be incurred in prohibiting their contracting and for the solvency, capacity or classification required to be maintained.

If the contract is attributed to a different entity, the definitive guarantee may be renewed or replaced, at the discretion of the awarding entity, by a new guarantee that subscribes to the new entity, taking into account the risk that the latter entity poses. In any case, the old definitive guarantee remains valid until the new guarantee is constituted.

If the waiver cannot take place because the entity to which the contract should be attributed does not meet the necessary solvency conditions, the contract will be resolved, and will be considered for all purposes as a resolution assumption by the contracting company.

#### 36.2 Contribution fee.

The contracting company will be able to cede the rights and obligations arising from this contract to a third person, provided that the technical or personal qualities of the ceding party have not been the determining reason for the award of the contract or that the cession does not result in an effective restriction of competition in the market, when the following requirements are met:

a) The contracting body authorises, in advance and expressly, the transfer. If the two-month deadline has elapsed without the resolution on the request for authorisation of the cession being notified, it will be considered granted by administrative silence.

b) At least 20 per 100 of the contract amount has been executed by the ceding company. This requirement is not required if the concession takes place by the contracting company in competition even if the liquidation phase has been opened, or has brought to the attention of the competent court for the declaration of the contest that has initiated negotiations to reach a refinancing agreement, or to obtain accessions to an early proposal for a convention, in the terms provided for in the insolvency legislation.

c) The transfer company has the ability to hire with the Administration, the creditworthiness required depending on the phase of the contract's execution, and is not incurred in a cause of prohibition of hiring.

d) The concession is formalised, between the contracting company and the ceding company, in public writing.

It will not be possible to authorise the transfer to a third person when the transfer implies a substantial alteration to the characteristics of the contracting company if these constitute an essential element of the contract.

The transferee company will be subject to all the rights and obligations that would correspond to the company that cedes the contract.

### **Thirty-seven Outsourcing**

37.1 The contracting company can arrange with other companies the partial performance of the provision that is the subject of this contract, in accordance with what is provided for in section P of the table of characteristics.

37.2 When section P of the table of characteristics stipulates that subcontracting must be limited to a part of the object of the contract, the bidding companies must indicate in their offers the part of the contract that they plan to subcontract, indicating the amount and the name or professional profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they will entrust the realization. In this case, the intention to sign subcontracts must be indicated in the DEUC and a separate DEUC must be submitted for each of the companies that is planned to be subcontracted.

In the event that the contracting companies wish to sign contracts that do not conform to what is indicated in the offer, these may not be signed until twenty days have passed since the notification to the contracting body has been made and the justifications referred to in the following paragraph have been provided, unless it was expressly authorized beforehand or a justified emergency situation occurred or required the adoption of urgent measures, except if the Administration notifies within this term your opposition.

37.3 The contracting company must notify the contracting body in writing, after the award of the contract and, at the latest, when execution begins, of the intention to enter into subcontracts, indicating the part of the provision that is intended to subcontract and the identity, contact details and legal representative or representatives of the subcontracting company, sufficiently justifying the latter's ability to execute it by reference to the technical and human elements it has and its experience, and accrediting that is not prohibited from contracting.

And the subcontracting company has the appropriate classification to carry out the part of the contract subject to subcontracting, communication of this circumstance is sufficient to prove its suitability.

37.4 The contracting company must notify the contracting body in writing of any modifications that suffer from this information during the execution of the contract, and all the necessary information about the new subcontractors.

37.5 Subcontracting is subject to compliance with the requirements and circumstances regulated in article 215 of the LCSP.

37.5 Sub-contractors subscription is subject to compliance with the requirements and circumstances regulated in Article 215 of the LCSP.

37.6 Infringement of the conditions laid down in this clause and Article 215 of the LCSP for subcontracting, as well as the lack of accreditation of the subcontractor's ability or of the circumstances determining the emergency situation or those making subcontracting urgent, has, depending on the impact on the implementation of the contract, the following consequences:

Contracting company is subject to a penalty of up to 50 per 100 of the subcontractor's amount and/or contract resolution, provided that the requirements set out in the second paragraph of Article 211(1)(f) of the LCSP are met.

37.7 subcontractors are obliged only to the main contracting company, which will therefore assume full responsibility for the execution of the contract before the Administration, in accordance with this specification and with the terms of the contract, including compliance with the environmental, social or employment obligations referred to in clause 28 of this specification. The knowledge that the Administration has of the contracts signed or the authorisation it grants does not alter the exclusive responsibility of the main contractor.

Sub-contracting companies have no direct action with the contracting administration for the obligations entered into with them by the contracting company, as a result of the execution of the main contract and subcontractors.

Under no circumstances can the company or contracting companies agree to the partial execution of the contract with persons who are disabled to hire in accordance with the legal system or incursions into any of the grounds for prohibiting hiring provided for in Article 71 of the LCSP.

37.8 The contracting company must inform the person exercising the representation of the workers in the subcontracting, in accordance with employment legislation.

37.9 Subcontractors are in any case private in nature.

37.10 The payment to subcontractors and suppliers is governed by Articles 216 and 217 of the LCSP.

The contracting company will have to provide, when requested, a detailed list of subcontracting companies or supplying companies with specification of the terms relating to the payment period and will have to submit the proof of compliance with the payment in time. These obligations are considered to be a special condition of implementation, so that their non-compliance may result in the imposition of the penalties laid down in section R of the scoreboard.

### **Thirty-eighth Price review**

The price review applicable to this contract is detailed in section B4 of the scoreboard. The price review is only appropriate when the contract has been implemented at least 20% of its amount and two years have passed since it was formalised.

The amount of the revisions that will come will automatically be made effective by paying or discounting the corresponding certificates or partial payments.

## **VI. PROVISIONS RELATING TO THE TERMINATION OF THE CONTRACT**

### **Thirty-ninth Reception and settlement**

The receipt and settlement of the contract will be carried out in accordance with the provisions of Articles 210 and 311 of the LCSP and Article 204 of the RGLCAP.

The Administration will determine whether the contracting company's performance conforms to the stipulations laid down for its execution and compliance and, if applicable, will require the performance of the contracted benefits and the correction of the defects observed during receipt.

If the work carried out is not appropriate to the contracted benefit, as a result of vices or defects attributable to the contracting company, it may be rejected, so that it will be exempt from the obligation of payment or will be entitled, if applicable, to the recovery of the satisfied price.

### **Quarantine Warranty period and return or cancellation of the definitive warranty**

The guarantee period is the one indicated in section L of the feature panel and will start to be calculated from the reception of the services.

If the existence of defects or defects in the work carried out during the guarantee period is proven, the contracting company will be required to amend them.

Once the contracting company has fulfilled the obligations arising from the contract, if there are no responsibilities to be exercised over the final guarantee and after the guarantee period has elapsed, the agreement on the return or cancellation of the final guarantee will proceed automatically, in accordance with the provisions of Article 111 of the LCSP.

### **Forty one Termination of the contract**

Only the following reasons for terminating the contract:

- Upon death or subsequent incapacity of the individual contractor or the termination of the legal personality of the contracting company, without prejudice to the provisions of article 98 relating to the succession of the contractor.
- The declaration of bankruptcy or the declaration of insolvency in any other procedure.
- The mutual agreement between the Administration and the contractor.
- The delay in meeting deadlines by the contractor.
- Delay in payment by the Administration for a period of more than six months.
- The breach of the main obligation of the contract, as well as the breach of the essential obligations qualified as such in this specification.
- The impossibility of performing the service in the initially agreed terms, when it is not possible to modify the contract in accordance with articles 204 and 205 of the LCSP; or when, given the circumstances established in article 205 of the LCSP, the modifications involve, individually or together, alterations in the price of the same, in an amount greater than, more or less, 20% of the initial price of the contract, excluding VAT.
- The withdrawal before starting the provision of the service or the suspension for a cause attributable to the contracting body of the initiation of the contract for a period exceeding four months from the date indicated for its start.
- Withdrawal once the provision of the service has begun or suspension of the contract for a period exceeding eight months agreed by the contracting body.
- The non-payment, during the execution of the contract, of the wages by the contractor to the workers who are participating in it, or the breach of the conditions established in the collective agreements in force for these workers during the execution of the contract .

The application and the effects of these causes of resolution are those established in articles 212, 213 and 313 of the LCSP.

Ein all cases, the resolution of the contract will be carried out following the procedure established in article 191 of the LCSP and in article 109 of the RGLCAP.

## **VII. REMEDIES, PROVISIONAL MEASURES AND SPECIAL CASES OF CONTRACTUAL NULLITY**

### **Forty dozen Resource regime**

42.1 The **contracts with an estimated value of more than 100,000 euros** only subject to special recourse in matters of procurement, in accordance with article 44 of the LCSP, tender announcements, specifications and contractual documents that establish the conditions that must govern the procurement; procedural acts that decide directly or indirectly on the award, determine the impossibility of continuing the procedure or produce defenselessness or irreparable damage to rights or legitimate interests; contract award agreements, and contract modifications based on non-compliance with the provisions of articles 204 and 205 of the LCSP, to understand that the modification should have been the subject of a new award.

This appeal has an optional nature, it is free for the appellants, it can be filed in the places established by article 16.4 of Law 39/2015, of October 1, on the common administrative

procedure of public administrations, in the register of the contracting body or before the Catalan Court of Public Sector Contracts, previously or alternatively, to the filing of the contentious administrative appeal, in accordance with Law 29/1998, of June 13, regulating administrative contentious jurisdiction, and will be governed by the provisions of articles 44 et seq. Of the LCSP and Royal Decree 814/2015, of September 11, which approves the Regulation of the special procedures for reviewing decisions in contractual matters and organization of the Central Administrative Court of Contractual Resources.

If the writ of appeal is presented in a register other than that of the contracting body or the Catalan Court of Public Sector Contracts, the said Court must be notified immediately and as quickly as possible.

For the acts subject to special appeal, it is not appropriate to file ordinary administrative appeals.

42.2 Against the acts adopted by the contracting body in relation to the effects, modification and termination of this contract that are not subject to special recourse in matters of contracting, the appropriate ordinary administrative recourse will be filed according to what is established by Law 26/2010, of August 3, on the legal and procedural regime of the public administrations of Catalonia, and Law 39/2015, of October 1, on the common administrative procedure of the administrations public; or the administrative contentious appeal, in accordance with the provisions of Law 29/1998, of July 13, regulating the administrative contentious jurisdiction.

42.3 The agreements adopted by the contracting body in the exercise of the prerogatives of the Administration are subject to optional appeals for replacement, in accordance with the provisions of Law 26/2010, of August 3, on the legal regime and procedure of the public administrations of Catalonia, and the basic legislation of the common administrative procedure, or of administrative contentious appeal, in accordance with the provisions of Law 29/1998, of July 13, regulating administrative contentious jurisdiction.

**42.4 In the case of contracts with an estimated value equal to or less than 100,000 euros,** the acts of preparation and award, and those adopted in relation to the effects, modification and termination of this contract, are subject to the corresponding ordinary administrative appeal, in accordance with what is established in Law 26/2010, of August 3, on the legal regime and procedure of the public administrations of Catalonia, and Law 39/2015, of October 1, on the common administrative procedure of the public administrations, or on the administrative contentious appeal, in accordance with the provisions of Law 29/1998, of July 13, regulating administrative contentious jurisdiction.

42.5 Against acts adopted by the contracting body in relation to the effects, modification and termination of this contract that are not subject to a special appeal in matters of procurement, the ordinary administrative appeal that corresponds to what is established by Law 26/2010, of August 3, on the legal regime and procedure of the public administrations of Catalonia, and Law 39/2015, of October 1, on the common administrative procedure of the administrations public, or of the administrative contentious appeal, in accordance with the provisions of Law 29/1998, of July 13, regulating administrative contentious jurisdiction.

**Forty-three Arbitration**

Without prejudice to the provisions of the quarantine clause, it will be possible to agree to arbitrate the solution of all or any of the disputes that may arise between the contracting administration and the company or contracting companies, provided that these are matters of free provision under law and, specifically, on the effects, compliance and termination of this contract, in accordance with the provisions of Law 60/2003 of 23 December, of arbitration.

Conflicts, disputes and complaints arising between the contracting company and passengers, in the legal relations of consumption during the implementation of this contract, must be resolved by means of the Arbitral Consumer System. To this end, in accordance with Article 133-4 of Law 22/2010, of 20 July, of the Catalan Consumer Code, the company must choose between joining the Arbitral Consumer System or accepting arbitration for each specific case.

In this regard, it should be remembered that the Arbitral Consumer System is a system of extrajudicial conflict resolution whereby the parties submit a dispute to the decision of an arbitration body – which is stated in the binding arbitration laude – and that the arbitration procedure is a free, objective and agile procedure. Accession to the Arbitral System is carried out through a simple procedure that can be done over the Internet, without the submission of additional documentation to the application (more information at [consum.gencat.cat/en/en/inici](http://consum.gencat.cat/en/en/inici)).

**Forty-four Precautionary measures**

Before filing the special appeal in matters of recruitment, the persons entitled to file it may request the adoption of precautionary measures before the competent body for its resolution, in accordance with what is established in article 49 of the LCSP and Royal Decree 814/2015, of September 11, already mentioned.

**Forty-five Disability regime**

This contract is subject to the invalidity regime provided for in articles 38 to 43 of the LCSP.

**Forty-sixth Competent jurisdiction**

The administrative contentious jurisdictional order is the competent one for the resolution of the litigious questions that arise in relation to the preparation, awarding, effects, modification, and termination of this contract.

**APPENDIX 1. RESPONSIBLE STATEMENT**

Mr./Ms....., with DNI/NIF no. ...., who acts in his own name and representation / in the name and representation of the company .....

DECLARES under his responsibility, as the tenderer of the contract ..... .. (exp. ....)

THAT: (mark with an X what corresponds and complete, if applicable, the fields to be filled in)

- A) That, being a foreign company, it will submit to the Spanish courts and tribunals of any order for all incidents that may arise from the contract, with express waiver of its own jurisdiction.
- B) That the company's staff, being obliged to do so, is made up of a number of workers with disabilities of no less than 2%, or that one of the alternative measures established in article 2 of the Royal decree 364/2005, of April 8.
- C) Which belongs to the business group .....(group name), composed of the companies .....
- D) That it meets all the requirements and obligations required by current regulations for its opening, installation and legal operation.
- E) That, being obliged to do so, it has the corresponding plan for equal opportunities between women and men.
- F) That authorizes the contracting body to obtain directly from the competent administrative bodies the data or registration documents that are required to proceed, if applicable, to the award of the contract.
- G) Who designates Mr./Ms. ...., with NIF ..... and email address ....., to be able to consult electronic communications and notifications.

And for the record, I sign this responsible declaration.

(Place and date )

Signature of the authorized representative



**ANNEX 2. MODEL DOCUMENTATION TO BE SUBMITTED FOR THE  
EVALUATION OF THE CRITERIA SUBJECTED TO VALUE JUDGMENT  
(ENVELOPE B)**

**APPENDIX 3. ECONOMIC OFFER MODEL AND OTHER AUTOMATICALLY ASSESSABLE CRITERIA**

**LOT 1**

A) Economic offer

Mr./Mrs..... With residence in ....., street.....number....., and with NIF....., declares that, aware of the conditions and requirements required to be the company awarded the contract ....., with file number ....., undertakes (in his own name / in the name and representation of the company) to execute it with strict subjection to the requirements and conditions stipulated in accordance with the following breakdown:

Agreement template PPT	Units	Unit price offered (VAT excluded)	VAT	TOTAL
VHF transmitters	70			
Coded VHF transmitters	80			
TOTAL	150			

**LOT 2**

A) Economic offer

Mr./Mrs..... With residence in ....., street.....number....., and with NIF....., declares that, aware of the conditions and requirements required to be the company awarded the contract ....., with file number ....., undertakes (in his own name / in the name and representation of the company) to execute it with strict subjection to the requirements and conditions stipulated in accordance with the following breakdown:

Agreement template PPT	Units	Unit price offered (VAT excluded)	VAT	TOTAL
Fixed receivers for Coded VHF transmitters	2			
Portable receivers for Coded VHF transmitters	1			
TOTAL	3			

**LOT 3**

A) Economic offer

Mr./Mrs..... With residence in ....., street.....number....., and with NIF....., declares that, aware of the conditions and requirements required to be the company awarded the contract ....., with file number ....., undertakes (in his own name / in the name and representation of the company) to execute it with strict subjection to the requirements and conditions stipulated in accordance with the following breakdown:

Agreement template PPT	Units	Unit price offered (VAT excluded)	VAT	TOTAL
<b>Equipment required for full automatic telemetry stations</b>				
Retractable aluminum mast	1			
Antennas	4			
Battery - solar panel 150 W	1			
VHF receiver system	1			
TOTAL	7			

Agreement template PPT	Units	Unit price offered (VAT excluded)	VAT	TOTAL
<b>Replacement equipment for complete automatic telemetry stations</b>				
Retractable aluminum mast	1			
Aluminum sections	8			
Safety straps	6			
Antennas	20			
Low noise cables	36			
Antenna cables BNC connection	24			
Complete sets of 150W solar panel battery	2			
Battery boxes	4			
Solar modules	4			
Complete set of VHF receiver	2			
Raspberry A+	2			
Receivers	20			
USB plugs/hubs/SD	4			
Wi-Fi router	2			

Battery - solar panel 150 W	1			
TOTAL	143			

Agreement template PPT	Units	Unit price offered (VAT excluded)	VAT	TOTAL
VHF transmitters 150 mhz + 10 mhz	6			
TOTAL	6			

Type of performance, PPT agreement	Units	Unit price offered (VAT excluded)	VAT	TOTAL
Training support in the assembly and installation of equipment	1			
Support and training in remote data analysis	1			

B) Technical improvements

**LOT 1**

Technical sheet of the improvements

Description of the improvement offered by VHF transmitters	Description of the improvement offered by coded VHF stations	Technical specifications

*(include as many rows as needed)*

**LOT 2**

Technical sheet of the improvements

Description of the improvement offered by fixed receivers for coded VHF transmitters	Description of the improvement offered by portable VHF coded transmitters	Technical specifications
<i>(include as many rows as needed)</i>		

**LOT 3**

Technical sheet of the improvements

Description of the improvement offered by fixed telemetry stations by coded VHF transmitters	Technical specifications
<i>(include as many rows as needed)</i>	

## APPENDIX 4. AWARD CRITERIA

In compliance with the provisions of articles 116.4ci 145 of the LCSP, a plurality of award criteria has been chosen, in accordance with the following detail:

Criterion	Weighting	Type
Price	70%	Automatic
Improvement of the technical characteristics	30%	Automatic

The application and purpose to be achieved with each of the criteria is as follows:

### Automatic criteria

- **Price for each lot** (up to 7 points):

The price has been proposed given that it is a fundamental parameter for evaluating the proposals received, without prejudice to the fact that there are other criteria related to quality that are also fundamental to jointly achieve the best price-quality ratio for the requested service.

In accordance with article 146.2 of the LCSP, the formula used in the evaluation of the price criterion is the one set by Directive 1/2020 on the application of formulas for evaluation and scoring of economic and technical proposals of the General Directorate of Public procurement.

$$P_v = \left[ 1 - \left( \frac{O_v - O_m}{IL} \right) \times \left( \frac{1}{VP} \right) \right] \times P$$

$P_v$  = Puntuació de l'oferta a Valorar  
 $P$  = Punts criteri econòmic  
 $O_m$  = Oferta Millor  
 $O_v$  = Oferta a Valorar  
 $IL$  = Import de Licitació  
 $VP$  = Valor de ponderació

The weighting value that is assigned is the value of 1, which is the usual one according to the above instruction.

- **Improvement of the technical characteristics for each batch** (up to 3 points):

In order to ensure optimal conditions for the materials that are part of the supply, the improvement of the technical characteristics is established as a criterion.

Given that we are dealing with improvements that are merely ancillary or complementary to the services that make up the object of the tendered contract, not used in the sense of variants but in the sense of valuation criteria, and therefore operate as criteria that they fall on part of the technical provision, assessed according to automatic criteria and which do not alter or interfere with the provision defined by the Specifications, being considered suitable for the provision that is the object of the supply.

The improvement criteria that are considered for each batch are specified as follows:

**LOT 1:**

*VHF transmitters*

- Issuer weight lower than the maximum expected
- Service life of the emitter greater than the expected minimum

*Coded VHF transmitters*

- Issuer weight lower than the maximum expected
- Service life of the emitter greater than the expected minimum

**LOT 2:**

*Fixed receiver for Coded VHF transmitters*

- More channels possible to receive coded VHF transmitters
- Greater data storage capacity

*Portable receiver for Coded VHF transmitters*

- More channels possible to receive coded VHF transmitters
- Greater data storage capacity
- More battery life

**LOT 3:**

- Maximum possible height of the antennas with the tripod and mast

The proposal that includes each technical improvement criterion for each of the lots will receive the best score, up to a maximum of 3 points. The inclusion of only some of the criteria, without integrating them in their entirety, will be assessed proportionally according to the following formula:

$$P_{op} = P \times \frac{VT_{op}}{VT_{mv}}$$

$P_{op}$  = Puntuació de l'Oferta a Puntuar  
 $P$  = Puntuació del criteri  
 $VT_{op}$  = Valoració Tècnica de l'Oferta que es Puntua  
 $VT_{mv}$  = Valoració Tècnica de l'oferta Millor Valorada



The formula used is the one set by Directive 1/2020 on the application of valuation and scoring formulas for economic and technical proposals of the General Directorate of Public Procurement. In accordance with the aforementioned guideline, the contracting body may include automatic assessment quality criteria in the application of this formula if it considers that they have a direct impact on the quality of the contract. Therefore, the technical proposal will be evaluated in relation to the inclusion of all the technical improvements and subsequently the different evaluated proposals will be ordered in proportionally decreasing order.

In case of offering the improvements, the bidders must attach a Technical Data Sheet in which the improvement offered is clearly specified and detailed.



## APPENDIX 5. PREVENTION OF OCCUPATIONAL RISKS

**APPENDIX 6. RESPONSIBLE DECLARATION MODEL FOR CONTRACTS THE EXECUTION OF WHICH REQUIRES THE PROCESSING BY THE CONTRACTOR OF PERSONAL DATA ON BEHALF OF THE PROCESSOR**

Mr./Mrs..... In (own name / in the name and representation of the company) with NIF....., declares that the servers will be located in ..... And that the services associated with them will be provided from ....., committing to communicate any changes that occur, throughout of the life of the contract, of this information. Likewise, it undertakes to indicate in its offer, if it plans to subcontract the servers or the services associated with them, and the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to which undertake its implementation.