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GENERAL CONTRACT CONDITIONS

OPEN PROCEDURE

Framework agreement No. Consu-24/2022

**CONSULTANCY AND TRAINING SERVICES IN THE AREA OF
PREPARATION OF PROJECT PROPOSALS FOR INTERNATIONAL
RESEARCH**

SUMMARY DOCUMENT of general contract conditions (SD)

Information and download of documents (contractor profile): contractaciopublica.gencat.cat/perfil/uab

Publication of tender:

Sent to the Official Journal of the European Union (OJEU): 19/12/2022

UAB contractor profile: 21/12/2022

Deadline for presentation of proposals: 03/03/2023, at 13:00:00

Presentation format: electronic using the Digital Envelope

Bidding procedure: open, subject to harmonised standards, with different subjective and objective evaluation criteria

Public opening of envelopes:

Envelope C: will be announced following the evaluation of envelope B

A. Object of the framework agreement:

A.1. Description: consultancy and training services in the area of preparation of international research project proposals.

Through this framework agreement the UAB wishes to validate up to **5 companies per lot** that offer consultancy and training services in the area of research, for the purpose of promoting contracts derived with these validated companies as and when the UAB requires the availability of these kinds of services for specific projects.

A.2. Division in lots: Yes, 3 lots.

- Lot 1: Support services for the drafting of research project proposals for Horizon Europe research and other programmes. Complete or partial support in drafting proposals coordinated by the UAB.
- Lot 2: Support services in the review of Horizon Europe research project proposals of the ERC, MSCA Actions, or Horizon Europe proposals in consortia coordinated by the UAB.
- Lot 3: Training services in the different aspects and subprogrammes of Horizon Europe and other research programmes. This includes specific training for staff of the International Projects Office (OPI), and staff of other units or bodies of the UAB, and training of the research community.

A.3. Codi CPV: 72224000-1, 79632000-3 and 80510000-2.

B. Alternative versions: alternative versions are not admitted.

C. Financial information:

C.1. Pricing system: by unit price.

C.2. Budget for tender:

In agreement with article 100.3 of the Law on Public Sector Contracts no approval of a budget for tender prior to the establishment of a framework agreement is necessary. However, the estimated budget is **€95,000 without VAT**, with no obligation on the part of the procurement authorities to establish a minimum turnover.

Lot	ANNUAL amount (excl. VAT)	VAT rate	VAT payable	ANNUAL amount (incl. VAT)
1	€40,000	21 %	€8,400	€48,400
2	€30,000	21 %	€6,300	€36,300
3	€25,000	21 %	€ 5,250	€30,250
Total	€95,000	21%	€19,950	€114,950

Estimated, non-binding breakdown in Annexe A of these rules.

Unit prices for lot 1 are the maximum for the preparation of the complete budgets and it is understood that the price must be adapted to the specific service required.

UNIT PRICES FOR LOT 1				
	Maximum unit price per service (excl. VAT)	VAT rate	VAT payable	Amount (incl. VAT)
Projects up to 3 million euros if award is granted	€12,000	21%	€2,520	€12,520
Projects from 3 to 6 million euros if award is granted	€15,000	21%	€3,150	€18,150
More than 10 million euros if award is granted	€18,000	21%	€3,780	€21,780

UNIT PRICES FOR LOT 2				
	Maximum unit price per service (excl. VAT)	VAT rate	VAT payable	Amount (incl. VAT)
Review of individual proposals	€1,200	21%	€252	€1,452
Review of consortium proposals	€2,200	21%	€462	€2,662

UNIT PRICES FOR LOT 3				
	Maximum hourly rate (excl. VAT)	VAT rate	VAT payable	Amount (incl. VAT)
Face-to-face, max. 25 attendees	€350/h (*)	21%	€73.5	€423.5/h
On-line, max. 20 people	€250/h	21%	€52.5	€302.5/h

(*) where the training services are offered on the UAB premises, when the bidding company is located outside the province of Barcelona, **reasonable justified expenses** for travel and possible accommodation and subsistence may be added to this amount and will not be taken into account as an objective criteria in

order to ensure parity of conditions for the bidding companies regardless of their location. These amounts may not exceed those established in the current legislation for UAB staff.

C.3. Estimated value of contract: €380,000 (excl. VAT).

Concept	Amount (excl. VAT)
Total budget for tender	€95,000
Possible extensions	€285,000
Possible modifications (20%)	€0
Total	€380,000

This amount includes the maximum estimated value of the set of planned contracts for the total duration of the framework agreement, taking into account all the lots calculated in accordance with that established in Clause 3.3 of these rules: budget, possible extensions and possible modifications.

C.4. Review of prices: no.

C.5. Cost of advertising contract: no.

D. Duration of the framework agreement:

D.1. Duration period: 1 year

The duration period of the contract will begin from the beginning of the service provision, and in agreement with instructions of the procurement authority.

D.2. Extension: the possibility of 3 extensions of 1 year is anticipated, up to a maximum of 4 years total duration of the contract.

E. Modification:

E.1. Modification to the rules are foreseen: no.

E.2. Modification limitations: n/a

E.3. Conditions that may justify modifications: n/a

F. Place of service provision: Depending on the service provided in the different facilities of the UAB in the offices of the adjudicator, or by videoconference.

G. Guarantees:

G.1. Provisional guarantee: no.

G.2. Final guarantee: there is no requirement for a final guarantee since the different providers are validated for different lots and there is no commitment to minimum contracting with any of them.

G.3. Means of establishment: n/a

G.4. End of guarantee for performance of the contract: n/a

H. Financing:

H.1. Cost centre or project: GK512324.

H.2. Financial year(s): 2023-2024

H.2.1. Multi-year scope: yes.

H.2.2. Budget for tender/Estimated value of contract above €200,000: yes.

H.3. Form of payment: invoices corresponding to the contracts based on the framework agreement.

H.4. Subsidised contract: Some derivative contracts may be financed by grant-awarding bodies such as MINECO.

I. Award of the framework agreement and contracts based on the framework agreement:

I.1. Framework agreement:

I.1.1. Processing: ordinary.

I.1.2. Type of procedure: open, subject to harmonised regulation with different subjective and objective evaluation criteria.

I.1.3. Electronic bidding: yes, using the Digital Envelope.

I.1.4. Maximum number of companies to be awarded contracts:

Lot 1: 10

Lot 2: 5

Lot 3: 5

I.2. Contracts based on the framework agreement:

I.2.1. Frequency: at any time that the UAB requires the service.

I.2.2. Awarding department: Office for International Relations.

I.2.3. Award system: for contracts with a value of less than €15,000 (excl. VAT) the award may be carried out directly with any of the companies awarded the framework agreement.

For contract of €15,000 and above (excl. VAT) the award will be made according to the terms established in clause 22 of these conditions.

I.2.4. Electronic bidding: yes, using the Online Bidding tool.

J. Economic and technical solvency:

J.1. Obligation for bidders to be inscribed in the RELI/ROLECE: no.

J.2. Solvency: initially for accrediting capacity and solvency, only the European Single Procurement Document (ESPD) must be presented. Only the bidder or bidders proposed as the awardee or awardees of the framework agreement have to present the following documentation:

- Economic and financial solvency must be accredited:

Either with a document vouching for the existence of professional risk indemnity insurance for a minimum quantity that is the same as the annual contract budget (corresponding to each lot).

This accreditation must be obtained by means of a certificate issued by the insurer showing the quantities and risks covered and the expiry date of the insurance policy.

The insurance policy must be valid at least until the end of the presentation of bids, and must carry a statement of commitment to renewal or extension which guarantees the continuation of the cover during the whole period of the contract.

Or by means of a declaration of the annual turnover of the bidder, which in reference to the year with the biggest turnover over the last 3 years must be at least the same amount as the annual budget of the contract (corresponding to each lot).

- Professional or technical solvency must be accredited with a report of the main services of the same type as the object of the contract, carried out by the bidder in the last 3 years, including the cost, date and client (public or private).

This report must confirm a minimum of 1 contract of a similar or greater turnover to the contract being bid for.

The services carried out but be accredited by means of certificate issued or endorsed by the competent body, when the client is a body in the public sector. When the client is a private entity accreditation should be made by means of a certificate issued by the client, or in its lieu, by means of a declaration by the bidder accompanied by the documents that accredit the services provided.

J.3. Company classification: economic and technical solvency cannot be accredited by means of classification given that there is no classification group corresponding to the object of the contract.

J.4. Commitment to assignment of material and/or personal means of performing the contract: Those offered by the bidders.

J.5. Certificates accrediting fulfilment of the quality guarantee regulations and/or environmental management regulations: no.

K. Award criteria:

Common to all lots.

1. Criteria subject to value judgment (subjective)	Points
<p>To evaluate the criteria that can be assessed by means of value judgements a system is established according to the quality of the proposal, which allows points to be assigned progressively and detailed in each section.</p> <p>This documentation will extend to no more than:</p> <ul style="list-style-type: none"> - 10 pages for Lot 1 - 5 pages for Lot 2 - 5 pages for Lot 3 <p>A maximum of 20 pages is established in the case of companies bidding for all 3 lots. The format will be A4, font Arial and size 11.</p> <p>The first page should include a table of contents with each criteria numbered in accordance with the page number on which it appears.</p> <p>This table of contents counts as part of the maximum number of pages, being considered page 1.</p>	

<p>Warning: Presenting number of pages greater than the established limit will not mean elimination from the call for tenders but only the information in the pages up to the limit will be considered. All information superfluous to the page limit specified will not be subject to evaluation or the assignment of points.</p> <p>If a company does not present the documents relating to the technical criteria (technical report) it will be automatically eliminated and will not go on to the second stage, and its envelope will not be opened. a corresponent als criteris avaluables automàticament.</p> <p>The bidding company must present a proposal of services adapted to the needs which guarantees consultancy and training services to carry out the activities described in the description of the lots.</p> <p>For each of the lots bid for at least a plan of how the services will be carried out, including the details and required methodology must be presented, and this will be evaluated according to the following points system:</p>											
<p>1.1. Overall technical evaluation.</p> <p>In accordance with section 2 of these technical specifications (definition of service) the methodology proposed for carrying out the service for each of the lots as well as its suitability in relation to the services that must be offered will be evaluated according to the inclusion of the following aspects:</p> <ul style="list-style-type: none"> a) General methodology for the services offered b) Criteria/method for assigning resources <table border="1" data-bbox="225 1207 1158 1637"> <thead> <tr> <th>DESCRIPTION</th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>Detailed description: Describes clearly how the service will be carried out in relation to aspects a) and b) with detailed and specific information in relation to the different sections.</td> <td>20 points</td> </tr> <tr> <td>Correct description: Describes clearly how the service will be carried out in relation to aspects a) and b) but does not give enough detailed or specific information in relation to the different sections.</td> <td>10 points</td> </tr> <tr> <td>Basic description: Describes generally how the service will be carried out in relation to aspects a) and b) without any detailed or specific information regarding the different aspects.</td> <td>5 points</td> </tr> <tr> <td>Does not provide any relevant information.</td> <td>0 points</td> </tr> </tbody> </table>	DESCRIPTION	POINTS	Detailed description: Describes clearly how the service will be carried out in relation to aspects a) and b) with detailed and specific information in relation to the different sections.	20 points	Correct description: Describes clearly how the service will be carried out in relation to aspects a) and b) but does not give enough detailed or specific information in relation to the different sections.	10 points	Basic description: Describes generally how the service will be carried out in relation to aspects a) and b) without any detailed or specific information regarding the different aspects.	5 points	Does not provide any relevant information.	0 points	<p>20</p>
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Does not provide any relevant information.	0 points										
<p>1.2. Quality of Service, Control and Follow-up of the tasks set</p> <p>The mechanisms for ensuring the quality of the service and the appropriate control and follow-up of the tasks set for each lot will be evaluated according to the inclusion of the following aspects:</p> <ul style="list-style-type: none"> c) Follow-up mechanisms for the provision of the service and possible corrective actions. d) Definition of the different stages (where appropriate) and associated actions. 	<p>20</p>										

<p>e) Capacity for adaptation to the need of each of the required services.</p> <p>f) Only for Lot 1: provide a (general) risk assessment and contingency plan for situations that may arise during the provision of the service.</p> <p>g) Only for Lot 2: include an iterative methodology for improvements to the proposal.</p> <p>h) Only for Lot 3: having an active learning and participative methodology which includes finding solutions for practical cases.</p>	
DESCRIPTION	POINTS
<p>Detailed description:</p> <p>Describes in detail each of the actions and mechanisms anticipated for carrying out the service and demonstrates capacity for adaptation according to aspects d) e) f). Includes information about aspects g) h) i) that are specifically evaluated for each lot.</p>	20 points
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<p>Basic description: Defines the actions and mechanisms anticipated for carrying out the service but does not provide sufficient detail of all aspects or does not include information about those aspects to be specifically evaluated for each lot g) h) i).</p>	5 points
Does not provide any relevant information.	0 points
<p>Important: Proposals for Lot 1 that do not attain more than the minimum 30 points in all the subjective evaluation criteria will be eliminated on the grounds of being technically unacceptable in the procedure and will not go on to the next stage of objective criteria evaluation.</p>	
Total subjective criteria	
40	

2. Automatic evaluation of criteria (objective)	Points
<p>2.1. Economic bids.</p> <p>The lowest economic bid will be awarded the maximum number of points and the other bids will be awarded the number of points corresponding to them in</p>	45

<p>accordance with the following formula:</p> $P_v = \left[1 - \left(\frac{O_v - O_m}{IL} \right) \times \left(\frac{1}{VP} \right) \right] \times P$ <div style="border: 1px solid green; padding: 5px; margin: 10px 0;"> <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</p> </div> <p>$VP = 1$</p> <p>To calculate the overall bid for each lot use the sum of the unit prices bid.</p>											
<p>2.2. Professional experience of the team assigned to the performance of the contract:</p> <p>Recognition will be given to suitability in relation to professional experience in the assessment and review of proposals and the delivery of training in the area of international research projects and in particular the framework programmes of the European Commission. Specifically experienced of those people required to perform the contracts in accordance with section two of the technical specifications. The evaluation will be made by means of the curriculum vitae of the members of the team that makes up the part of the bidder's offer.</p> <p>An explanatory index of the documentation presented and accredited experience must be presented.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Subcriteria</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td>The average experience of the people who make up the team is greater or equal to 10 years.</td> <td style="text-align: center;">15</td> </tr> <tr> <td>The average experience of the people who make up the team is greater than 5 years and less than 10 years.</td> <td style="text-align: center;">7.5</td> </tr> <tr> <td>The average experience of the people who make up the team is equal to or less than 5 years.</td> <td style="text-align: center;">3.75</td> </tr> <tr> <td>There is no demonstrable experience in the areas that are the object of the contract.</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Subcriteria	Points	The average experience of the people who make up the team is greater or equal to 10 years.	15	The average experience of the people who make up the team is greater than 5 years and less than 10 years.	7.5	The average experience of the people who make up the team is equal to or less than 5 years.	3.75	There is no demonstrable experience in the areas that are the object of the contract.	0	15
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Total objective criteria	60										
Total award criteria	100										

L. Envelope documentation:

L.1. Envelope A (administrative documentation): ESPD model approved by the Government of Catalonia (available at <https://contractacio.gencat.cat/web/.content/contractar/licitacio/deuc.pdf>), and, if necessary, the documentation set out in clause 10.1 of these conditions.

L.2. Envelope B (bid with evaluation criteria subject to value judgements): technical report for the provision of services i contractat, which fulfils the requirements set out in the technical specifications and must allow for the evaluation of subjective award criteria.

L.3. Envelope C (bid with automatic evaluation criteria):

- Bid presented in accordance with the model of annexes No. 1 of these conditions corresponding to each of the lots.
- Documentation accrediting fulfilment of the technical specifications and the CVs of the team to be assigned.

The UAB may, at any time, request documentary accreditation of the solvency criteria and the evaluable criteria. In the case that if this accreditive documentation is requested, the bidder does not present it or it contains false information the bidding company will be eliminated or, if the contract has already been awarded and signed, it will be considered a reason for declaring non-fulfilment by the contractor, with the corresponding legally established penalties and consequences.

IMPORTANT: Failure to present any of the required envelopes will result in automatic elimination of the bidder.

M. Decision criteria for abnormally low bids: an economic bid will be considered abnormally low when the quantity is more than 30% lower than the arithmetic average of all other bids presented.

This criteria is applicable individually for each of the lots.

An objective parameter for considering that the proposals cannot be completed as a result of the inclusion of abnormal or disproportional values is the presentation of a figure lower than the minimum wage by professional category, in accordance with the prevailing employment legislation.

Person responsible for the contract: Ivan Martínez Flores, Deputy Executive Officer for Research.

O. Special performance conditions:

- Fulfilment of the ethical principles set out in clause 23.12 of these conditions.
- The application and fulfilment of the applicable collective bargaining agreement.
- Obligations regarding data protection set out in clause 23.7 and 23a of these conditions.

P. Indispensable contractual obligations:

- Fulfilment of the special performance conditions set out in Section O of this document.
- Fulfilment of the improvements which form part of the bid made by the awardee and which have received a positive assessment in the evaluation of the proposal.
- Assignment of sufficient human and material resources for the proper performance of the contract in accordance with section I.3 of this document.

Q. Penalisation: those established in clause 26.2 of these conditions.

R. Subcontracting: permitted.

S. Obligation of substitution of workers: no.

T. Information about the procedure: additional information may be requested about these conditions and the other complementary documentation under the conditions set out in clause 9.6 of these conditions.

Information or enquiries about the bidding process can be received via different channels:

- Directly by telephone or email
 - o Technical enquiries: opi@uab.cat .

- Legal or administrative enquiries: uca@uab.cat.

(Questions from prospective bidders that are answered by the UAB will be published in the Q&A section of the bidders' noticeboard, as long as the UAB considers them to be of general interest.)

- The contractor profile notification system in accordance with clause 6.3 of these conditions.

Any questions, enquiries or requests for information should be sent in writing to the addresses supplied at least **6 days before the deadline for the presentation of bids**. We will try to answer any enquiries sent after the deadline **but this cannot be guaranteed**. The application code/number must appear in the subject line of the message.

Interested parties are also reminded that they should consult the contractor profile from time to time to ensure they are informed about the current state of the procurement procedure.

T. Electronic communications: in accordance with clause 6 of these conditions, communications and notifications that are made during the procurement process and during the period in which the framework agreement is in force will be electronic via the e-NOTUM notification system.

To that effect, any notifications and communications will be sent to the email addresses and mobile phone numbers supplied by the companies on the ESPD. This information, together with the full name and tax ID number of the person or persons authorised to receive electronic notifications should be included in the "contact person or persons" section of Part II.A of the ESPD, in accordance with the indications in clauses 6.2 and 10.1 of these conditions.

GENERAL CONTRACT CONDITIONS

Framework agreement No. Consu-24/2022

CONSULTANCY AND TRAINING SERVICES IN THE AREA OF PREPARATION OF PROJECT PROPOSALS FOR INTERNATIONAL RESEARCH

1. Object and purposes of the framework agreement

1.1. The object of the framework agreement is described in section A.1 of the SD.

1.2. The object of the lots in which the contract is divided and the participation conditions are specified in Section A.2 of the SD.

1.3. Section A.3 of the SD establishes the coding corresponding to the nomenclature of the Common Procurement Vocabulary (CPV).

1.4. Variant proposals are accepted where this figures in Section B of the SD and with respect to the elements and in the conditions in which they are expressly established.

1.5. The administrative requirements to be satisfied by the contract are those that appear in the technical specifications.

1.6. The framework agreement has the following purposes:

- Select companies to provide a service to the UAB during the period of the agreement, exclusively.
- Set the general conditions for the award and performance of future service contracts based on the framework agreement.

2. Legal regulation of the framework agreement

1.1. The framework agreement is a contract of an administrative nature and is governed by these general contract conditions and by the technical specifications, the clauses of which are considered an integral part of the contract. It is additionally governed by the prevailing regulations regarding contained public contracting, mainly in the following legal provisions:

- a) Law 9/2017, of 8 November, on public sector contracts, which transposes the Directives of the European Parliament and Council 2014/23/EU and 2014/24/EU, of 26 February 2014, to the Spanish legal system (hereafter, LCSP).
- b) Decree Law 3/2016, of 31 May, on urgent measures on questions of public procurement (hereafter DL 3/2016).
- c) Royal Decree 817/2009, of 8 May, which partially implements Law 30/2007, of 30 October, on public sector contracts (hereafter RD 817/09).
- d) General regulations of the Law on contracts of the public administrations, approved by Royal Decree 1098/2001, of 12 October on all matters not modified or abrogated by the aforementioned provisions (hereafter RGLCAP).
- e) Law 39/2015, of 1 October, on common public administrative procedure (hereafter LPAC).
- f) Law 26/2010, of 3 August, on the legal system and procedure of the public administration of Catalonia (hereafter LRJP).
- g) Statutes of the UAB.

- h) In supplement the rest of the rulings on administrative law and, in their absence, the rules on private law, are applicable.

1.2. In accordance with the Statutes of the UAB, the procuring body is the Rector.

1.3. Information relating to this procurement procedure can be consulted on the contractor profile of the UAB (contractaciopublica.gencat.cat/perfil/uab).

3. Economic data of the framework agreement

3.1. The system for deciding the price of the contract is that indicated in Section C.1 of the SD.

3.2. In accordance with article 100.3 of the LCSP, prior to the establishment of a framework agreement it is not necessary to approve a base budget for tender. However, in Section C.2 of the SD the maximum unit prices to be taken into account by bidder when presenting an offer of tender are established. Presenting an economic bid over the unit prices stipulated is a reason for the bidder to be eliminated.

3.3. It is understood that all costs borne by the contract holder in fulfilment of the contract, such as transport, fees, accessory and auxiliary work and all non-deductible taxes associated with the service to be provided are included in the proposals presented by bidders.

3.4. The estimated value of the contract and the method applied to calculate it are indicated in Section C.3 of the SD. This value includes the total cost to the UAB (excl. VAT) which may be incurred in performing the contract, taking into account the anticipated total of the contract, of the extensions, of any anticipated modifications and any future options (subsidies and bonuses, etc.).

The estimated value of the framework agreement is calculated based on the figures for the services carried out in recent years at the UAB. However, this estimated value is orientative and non-binding.

3.5. The review of prices applicable to this contract is detailed in Section C.4 of the SD. The periodical and predetermined review of prices is only applicable once at least 20% of the contract has been performed and a minimum of two years has passed since the contract was signed.

3.6. Where necessary the costs of advertising that is published will be charged to the adjudicator and the maximum amount will be that set out in Section C.5 of the SD.

Where the framework agreement is divided into lots and there is consequently more than one adjudicator, the amount of the cost of advertising will be shared proportionately between the adjudicators taking the base budget of each lot as the base figure.

3.7. The UAB has completed all the procedures to ensure that there is credit available for satisfying the contract. The budget heading to which this credit is assigned is outlined in Section H.1 of the SD.

Where the framework agreement is signed in the financial year prior to its performance the adjudication will be subject to the condition precedent to the existence of sufficient credit to finance the obligations deriving from the framework agreement in the corresponding financial year.

When the period for the performance of the framework agreement involves more than one financial year and a multi-year payment is authorised this will appear in Section H.2 of the SD.

3.8. The payment method for contracts based on the framework agreement is established in Section H.3 of the SD.

3.9. Where necessary, for informational purposes, the entity subsidising the amount of the contracts **basats**, either totally or partially, will appear in Section H.4 of the SD.

4. Duration of the framework agreement

4.1. The duration period of the framework agreement is that indicated in Section D.1 of the SD.

4.2. The framework agreement may be extended where this is anticipated in Section D.2 of the SD. The extension will be agreed by the UAB and will be obligatory for the contractor as long as prior notice is received at least 2 months before the end of the duration of the framework agreement. If the duration of the framework agreement is less than two months the UAB has no obligation to provide advance notice to the company.

The extension may not be produced by tacit agreement between the parties.

4.3. Notwithstanding that established in the previous points, when on the termination of the framework agreement no new contract has been signed to guarantee the continuity of the service provision to be carried out by the contractor as a result of incidents relating to circumstances unforeseen by the UAB produced during the adjudication process and there are reasons in the public interest not to interrupt the service, the original contract may be extended until the new contract is signed and, in any case, for a maximum period of 9 months, without modifying the rest of the contract conditions, as long as the procurement notice for the new contract has been published at least 3 months prior to the date of the termination of the original contract.

5. Methods of adjudicating the framework agreement

The adjudication of the framework agreement will be carried out by means of the procedure set out in Section I.1.1 of the SD and the procedure indicated in Section I.1.2 of the SD.

The maximum number of companies that can be selected for the award of contracts is set out in Section I.1.4 of the SD.

6. Electronic communications

6.1. in accordance with the additional provision 15a of the LCSP, this procurement procedure involves the sending of notifications and communications by electronic means only.

6.2. Communications and notifications made during the procurement procedure and the period of the framework agreement will be sent by electronic means via the e-NOTUM notification system, in accordance with the LCSP and the LPAC.

To that effect, **e-notifications and communications sent will be notified at the email addresses and mobile phone numbers supplied by the companies for that purpose on the ESPD. This information, together with the full name and tax ID number of the person or persons authorised to have access to notifications must be included in the sector named “contact person or persons” of Part I1.A of the ESPD**, in accordance with the indication in clause 10.1 of these conditions.

Once the email or SMS has been received, indicating that the corresponding notification is available on e-NOTUM, the designated person must access it using the link sent for that purpose. The online space in which the notification is deposited can be accessed using a digital certificate or password.

The time available to collect the notification is calculated from the date on which the email or SMS communication was sent if the notification was published on the same day on the contractor profile of the UAB. Otherwise the time is calculated from the receipt of the communication by the company to whom it is addressed.

6.3. To receive information related to this procurement, the companies that wish to do so may subscribe as interested parties in the procurement through the news subscription service of the procurement webpage which is available at the contractor profile of the UAB (contractaciopublica.gencat.cat/perfil/uab).

Bidding companies do not need to subscribe to this service since when their bid is activated they become subscribers automatically.

This subscription will allow the subscribers to receive immediate notification at their e-mail addresses of any news, publication or notice related to this procurement process.

Certain notifications to be made on occasion of or as a consequence of the procurement process and award procedure for this contract will be made through the noticeboard associated with the online procurement space (contractaciopublica.gencat.cat/profile/uab). This electronic noticeboard, which provides a reliable record of authenticity, integrity and date and time of publication of the information published, will also publish information about both the procurement process and the contract.

In addition, bidding companies can also register in the bidder profile, subject to the required authentication. The bidder's profile is made up of a set of services aimed at bidding companies with the objective of providing each bidding company with its own space, with a series of tools that facilitate access to and management of procurement files of interest to them. To register you need to access the "Bidder profile" section of the Public Procurement Services Platform and have the required digital certificate.

6.4. With regard to digital certificates, in accordance with additional provision 1a of DL 3/2016, it is sufficient to use the advanced electronic signature based on a qualified or recognised electronic signature certificate in the terms provided for in Regulation (EU) 910/2014/EU, of the European Parliament and Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC. Therefore, this is the minimum level of security required for the electronic signature certificate accepted for signing the ESPD and the bid.

With regard to EU foreign certificates, qualified certificates issued in any country of the European Union will be accepted in accordance with Article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust 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".

7. Capacity to enter into contracts

7.1 Natural or legal persons, Spanish or foreign, who meet the following conditions, are entitled to participate in this procurement process and, if applicable, to sign the corresponding contract:

- Have legal status and full capacity to act, in accordance with article 65 of the LCSP.
- Not be involved in any of the circumstances which prohibit contracting listed in Article 71 of the LCSP, which can be accredited by any of the means established in Article 85 of the LCSP.
- Accredited solvency as required in clause 9 of these conditions.
- Have the appropriate business or professional skills to be able to provide the services that are the object of the contract if necessary.
- In addition, when, as determined by the applicable regulations, the company is required to meet certain requirements relating to its organisation, use of its profits, financing system or others in order to be able to participate in the award procedure, these must be accredited by the bidding companies.

Similarly, the services covered by this contract must be included in the aims, purpose or scope of action of the bidding companies, as set out in their articles of association or founding rules.

The circumstances relating to the capacity, solvency and absence of prohibition to contract must be in force on the final date for the presentation of bids and subsist at the time of signing the contract.

7.2. The capacity to operate of Spanish companies that are legal entities is accredited by means of the deed of incorporation or modification registered in the Mercantile Register, when this is required in accordance with mercantile legislation. When this is not the case, it is accredited by means of the deed or document of incorporation, bylaws or founding act, which contains the rules that regulate its activity, registered, if applicable, in the corresponding official register. It is also necessary to provide the company's Tax Identification Number (NIF).

The capacity to operate of Spanish companies is accredited on presentation of the Tax Identification Number (NIF).

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

The capacity to operate of foreign companies from states that are not members of the European Union or signatories of the Agreement on the European Economic Area must be accredited in accordance with the provisions of article 68 of the LCSP.

7.3. The UAB may sign contracts with temporary consortia of companies (UTE) that are temporarily constituted for this purpose, without the need to formalise them in a public deed until they have been awarded the contract.

The companies that form the UTE are jointly and severally liable to the UAB and must appoint a sole representative or proxy with sufficient powers to exercise the rights and fulfil the obligations that derive from the contract until its termination, without prejudice to the companies' joint powers of attorney for collections and payments of a significant amount.

The duration of the UTE must coincide, at least, with the duration of the contract until its termination.

For the rest of the circumstances related to the participation of UTEs, Article 69 of the LCSP must be taken into account.

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

8. Solvency

8.1. Companies must accredit that they meet the minimum solvency requirements detailed in section J.2 of the SD.

Companies that, for a valid reason, are not in a position to present the references requested in section J.2 of the SD to accredit their economic and financial solvency will be authorised to do so by means of any other document that the contracting body considers appropriate.

In contracts not subject to harmonised regulation, when the contractor is a newly created company, understood as one that has been in existence for less than 5 years, its technical solvency must be accredited by one or several of the means referred to in letters b) to i) of art. 90.1 of the previous LCSPs, without in any case being applicable to that established in letter a) of the same article, relating to the performance of a determined number of services.

8.2. If necessary, bidding companies must undertake to dedicate or assign to the performance of the contract the sufficient personnel and/or material resources indicated in section J.3 of the SD.

8.3. The bidding companies may call on the capacities of other entities for the performance of the contract, regardless of the legal nature of the links they have with them, in order to accredit their economic and financial and technical and professional solvency, provided that these entities are not prohibited from contracting and that the bidding companies demonstrate that during the entire duration of the performance of the contract they will effectively have the necessary resources by presenting a written commitment to this effect from the aforementioned entities.

However, with regard to the criteria relating to educational and professional qualifications and professional experience, companies can only call on the skills of other entities if these provide the services for which the aforementioned skills are necessary.

Under the same conditions, UTEs can call on the skills of the participants in the consortium or of other entities.

8.4. The Community certificates of companies authorised to enter into contracts referred to in Article 97 of the LCSP constitute a presumption of aptitude in relation to the qualitative selection requirements that appear in them.

8.5. In the UTEs, all the companies that form part of them must accredit their solvency, in the terms indicated in section J.2 of the SD. In order to determine the solvency of the UTE, the solvency accredited by each of its members is cumulative.

9. Presentation of proposals

9.1. In the event that the object of the contract is divided into lots, companies may submit bids on all lots.

9.2. Bidding companies, when this is stated in section I.3 of the SD, must present the documentation that makes up their bids in 3 envelopes (A, B and C), within the maximum time limit established in the conditions and in the invitation to tender, using the Digital Envelope form available at the webpage contractaciopublica.gencat.cat/perfil/uab.

The admissible electronic document format is mainly PDF, without prejudice to the fact that for some specific tender documents in full spreadsheet format (Excel) or other formats may be requested.

You can find support material on how to prepare a bid and on the technical specifications required for the submission of bids through the Digital Envelope page in the "e-Procurement" section of the Public Sector Procurement Platform, at the following webpage:

contractaciopublica.gencat.cat/ecofin_sobre/AppJava/views/ajuda/empreses/index.xhtml

Once the Digital Envelope is accessed through this link, bidding companies must fill in a form to register for the envelope tool and will then receive a message at the email address(es) indicated on the registration form to activate the bid.

The email addresses that the bidding companies supply in the Digital Envelope registration form, which will be used to send emails related to the use of the Digital Envelope, must be the same as those they designate on the ESPD to receive notifications and communications via e-NOTUM.

Bidding companies must keep the email for the activation of the bid, as the link contained in the activation message is the exclusive access for submission of bids using the Digital Envelope webpage.

By accessing the web space for submitting bids through this link, bidders must prepare all the required documentation and attach it in electronic format in the corresponding envelopes. Bidding companies may prepare and send this documentation in a staggered manner before submitting their bids.

To be able to start the processing of the documentation, the tools requires the bidding companies to enter a password for each envelope with encrypted documentation that forms part of the bid (no password is required for envelope A, as the documentation is not encrypted). This password will be used to encrypt the documentation when the bids are sent. Documents for the bids will be unencrypted using the same password, which must be kept by the bidding companies. Bear in mind the importance of keeping this or these passwords safe (they may be the same for all the envelopes or different for each one), as only the bidding companies have them (the Digital Envelope tool does not keep or remember the passwords entered) and they are essential for the unencryption of the bids and, therefore, for access to their content.

Once 24 hours have elapsed since the end of the deadline for submitting bids, the same Digital Envelope webpage will automatically request bidders, via the email address indicated in the bid registration form, to access the Digital Envelope webpage to enter their passwords at the appropriate time.

Bidding companies must enter the password before opening the first encrypted envelope. However, it is recommended that it is entered immediately after the receipt of the application form for entering the password.

When the bidding companies enter the passwords, the documentation will be opened and stored in a secure virtual space that guarantees the inaccessibility of the documentation before, if applicable, the constitution of the committee and the act of opening the envelopes, on the established date and time.

If a bidding company does not enter the password, it will not be able to access the content of the encrypted envelope. Given that the presentation of bids through the Digital Envelope is based on the encryption of the documentation and requires the introduction of the password by the bidding companies, which they have sole access to during the whole process, to be able to access the encrypted content of the envelopes, it will not be possible to evaluate any documentation of the bid that cannot be unencrypted because the company has not entered the password.

Once all the bid documentation has been completed and the documents that make up the bid have been attached, the bid will be presented. From the moment the bid has been submitted, it will no longer be possible to modify the documentation attached.

In the event of a technical incident that makes it impossible to use the Digital Envelope on the first day for submitting proposals, the UAB will extend the deadline for submitting proposals for the time it deems necessary, modifying the period for submitting bids; publishing the corresponding amendment in the UAB contracting profile; and, additionally, communicating the change of date to all companies that have submitted bids.

9.3. In accordance with the provisions of section 1. h of additional provision 16a of the LCSP, the sending of the bids through the Digital Envelope tool can be done in two phases, first transmitting the electronic package of the bid documentation, within the term for submission of bids, with the reception of which the bid shall be considered to have been submitted for all purposes, and then sending the bid documentation itself, within a maximum term of 24 hours. If this second submission is not made within 24 hours, the bid will be considered withdrawn.

If this option is used, it should be taken into account that the documentation processed in this second phase must coincide completely with that with which the digital bid was sent beforehand, so that no modification of the electronic files that make up the bid documentation can take place. It is therefore important not to manipulate these files (or, for example, make copies, even if they are identical in content) so as not to change the electronic bid, which is the one that will be checked to ensure the coincidence of documents in the bids processed in two phases.

9.4. The bids submitted must be free of computer viruses and of any type of harmful program or code, otherwise the documents cannot be opened. It is the obligation of the bidding companies to pass the documents through an antivirus program and, in the event that their bid documents arrive with viruses, it will be their responsibility to ensure that the UAB cannot access the contents of the documents.

In the event that any document submitted by the bidding companies is damaged, blank or illegible or is affected by a computer virus, the procurement board will evaluate, depending on the documentation affected, the legal consequences with respect to the participation of this company in the procedure that may arise from the impossibility of accessing the contents of any of the documents in the bid. In the case of documents that are essential to know or evaluate the bid, the committee will agree to the exclusion of the company.

The bidding companies may submit a security copy of the electronic documents submitted using physical electronic support, which will be requested from the bidding companies if necessary, in order to be able to access the content of the documents in the event that they are damaged. It is important to remember the importance of not manipulating these files in order not to change the electronic package, which is the one that will be checked to ensure the coincidence of the documents of the security copy, processed in electronic physical support, and those processed in the bid, through the Digital Envelope. It should also be remembered that this copy cannot be used in the case of having sent documents with viruses through the Digital Envelope, due to the technical impossibility in these cases of being able to

make the comparison of the electronic bids and, therefore, of being able to guarantee the non-modification of the bids after the end of the presentation period.

9.5 The Digital Envelope tool does not allow the submission of files larger than 25 Mb. For this reason, the files of bids that are this size or larger must be compressed or separated into different parts. The separation must be done manually (without using winzip or winrar type tools for automatic participation) and without incorporating any type of password. The files resulting from the separation are included in the section for other numbered documentation (part 1 of 2, part 2 of 2, etc.).

9.6. The UAB is not the owner nor does it have the authority to manage the Public Sector Procurement Platform, an information technology tool managed by the Consorci d'Administració Oberta de Catalunya (Open Administration Consortium of Catalonia). Therefore, the UAB is not competent to resolve any technical incidents that may arise for bidders at the time of submitting their bids.

9.7. Persons interested in the bidding procedure may request additional information from the UAB on the specifications and other complementary documentation. It should be remembered that in accordance with article 138.3 of the LCSP, the UAB must provide this information at least 6 calendar days before the end of the deadline for the presentation of bids, provided that they have requested it at least 12 calendar days before the end of the deadline for the presentation of proposals.

Persons interested in the bidding procedure may also contact the contracting body to request clarification of the provisions of the specifications or the remaining documentation, through the questions and answers section of the notice board of the virtual bidding space. These questions and answers will be public and accessible through the UAB contractor's profile noticeboard.

9.8. Proposals are secret and their presentation implies unconditional acceptance by the bidding company of the contents of this document, as well as the technical specifications, and authorization for the UAB to consult the data collected by the Electronic Register of Tendering Companies of the Government of Catalonia or the Official Register of Tenderers and Companies classified in the public sector, or the official lists of economic operators of a Member State of the European Union.

9.9. No bidding company may not submit more than one proposal. Neither may it submit any proposal in a UTE with others if it has done so individually or appear in more than one UTE. Infringement of these rules will result in the non-admission of any of the proposals submitted.

10. Content of the envelopes

10.1. Content of Envelope "A" (GENERAL DOCUMENTATION):

a) European Single Procurement Document (ESPD): this declaration must be completed- following the model attached as a template in the Digital Envelope tool, by means of which the following declaration is made:

- That the company is validly constituted and that in accordance with its corporate purpose it is able to submit the bid, as well as that the person signing the ESPD has the proper representation to submit the proposal and the same ESPD.
- That it completes the requirements of economic and financial solvency, and technical and professional solvency, in accordance with the minimum requirements demanded in these conditions. Part IV of the ESPD (selection criteria) can be completed with a global indication regarding all the selection criteria, marking the affirmative option in the "Compliance with all the selection criteria" section.
- That it is not prohibited from contracting.
- That it complies with the rest of the requirements established in this contract and that can be accredited by means of the ESPD. For example, in accordance with article 71.1, letter d) of the LCSP, accreditation of compliance with the quota for job reservations and the obligation to have an equality plan must be made by presenting the ESPD.

It must also include the designation of the **full name and tax number (NIF) of the person or persons authorized to access the electronic notifications, as well as the e-mail addresses and mobile telephone numbers to receive the notifications**, in accordance with clause 6 of these conditions. To guarantee the reception of the e-notifications, it is recommended that more than one person is designated as authorized to receive them, as well as several e-mail addresses and mobile telephones to receive the notices of the notifications. These data must be included in the "contact person or persons" section of Part II.A of the ESPD.

In addition, bidders must indicate on the ESPD, if applicable, the information regarding the person or persons authorized to represent them in this bidding.

The ESPD must be electronically signed by the person or persons who are duly authorised to represent of the company to submit the proposal.

In the case of companies that participate in the bidding process with the commitment to form a UTE, if they are awarded the contract, each company must prove its legal status, capacity and solvency, and present a separate ESPD. In addition to the ESPD, they must provide a document stating the commitment to formally form a UTE if they are awarded the contract.

In the event that the bidding company uses the solvency and means of other companies in accordance with the provisions of Article 75 of the LCSP, or intends to subcontract, this circumstance must be indicated in the ESPD and a separate ESPD must be submitted for each of the companies it uses or intends to subcontract.

If the subject matter of the contract is divided into lots and there are different solvency requirements for each lot, bidders must complete a ESPD for each lot.

Bidding companies that appear in a national database of a Member State of the European Union, such as a virtual company dossier, an electronic document storage system or a pre-qualification system, of free access, only have to provide in each part of the ESPD the information that does not appear in these databases. Companies registered in the Electronic Register of Bidding Companies (RELI) of the Government of Catalonia or in the Official Register of Bidders and Companies classified in the public sector (ROLECE), are only obliged to indicate in the ESPD the information that does not appear in these registers, or that is not current or updated. In any case, these companies must indicate in the ESPD the information that will allow the contracting body, if necessary, to access the corresponding supporting documents or certificates.

Proof of compliance with the requirements set out in this document, the completion of which has been indicated in the ESPD, shall be provided by the bidding company that receives the award proposal for having submitted the best offer, prior to the award.

However, the UAB may request bidding companies to present all or part of the documentation justifying the fulfilment of the anticipated requirements, when it considers that there are reasonable doubts about the validity or reliability of the ESPD or when it is necessary for the procedure to be carried out properly. Notwithstanding the above, the bidding company that is registered in the RELI or in the ROLECE or that appears in a free access national database of a Member State of the European Union, is not obliged to present the supporting documents or other documentary evidence of the data registered in these registries.

b) Declaration of submission to Spanish courts and tribunals: foreign companies must provide a declaration of submission to Spanish courts and tribunals of any kind for all incidents that may arise from the contract, with express waiver of their own jurisdiction.

c) Commitment to assign material and/or personal resources: only in the case required in section J.3 of the SD, bidders must present a statement of commitment to assign certain material and/or personal resources to the execution of the contract.

d) Provisional guarantee: only in the case required in section G.1 of the SD, bidders must present the receipt accrediting the constitution of the provisional guarantee.

e) In terms of data protection, if applicable, bidders shall be obliged to indicate in this envelope if they plan to subcontract the services or services associated with them, the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they will entrust their performance.

10.2. Content of envelope "B" (bids with evaluation criteria subject to a value judgment):

Envelope B must include the documentation specified in section L.2 of the SD, related to the award criteria that depend on a value judgment.

The inclusion in envelope B of the economic bid, as well as any information about the bid of a relevant nature that can be automatically evaluated and which must therefore be included in envelope C, will result in the exclusion of the bidding company, when the secrecy of the bids or the duty of not having knowledge of the content of the documentation related to the criteria of objective evaluation before that related to the criteria of subjective evaluation is violated.

10.3. Content of envelope "C" (bid with automatic evaluation criteria):

Envelope C has to include the documentation specified in section L.3 of the SD, related to the award criteria that can be evaluated automatically, in accordance with the model in Annex 1 of this document (which is attached as a template to Envelope C of this tender included in the Digital Envelope tool), and the proposals corresponding to other award criteria, if applicable, in accordance with the contents indicated in the corresponding templates and annexes of these conditions.

Economic bids shall not be accepted if they contain omissions, errors or corrections that do not allow a clear understanding of what is considered essential for their evaluation.

10.4. Using the Digital Envelope, companies must sign the "summary" document for their bids, with an advanced electronic signature based on a qualified or recognized certificate, by the signature of which the totality of the bid is understood to be signed, given that this document contains the electronic copies of all the documents that make up the bid.

IMPORTANT: The digital certificate must be validated by the Public Sector Procurement Platform of the Government of Catalonia in accordance with the level of security and technical requirements established by the latter by virtue of Law 59/2003 on Electronic Signatures. The UAB is a user of the Platform and cannot provide support in terms of technical requirements and electronic signatures.

The bids form must be signed by the legal representatives of the bidding companies and, in the case of companies bidding with the commitment to form a UTE if they are awarded the contract, they must be signed by the representatives of all the companies that make up the UTE.

11. Confidentiality

Bidders may indicate, for each document for which they have indicated on the Digital Envelope form that they may declare that it contains confidential information, if it contains such information.

The documents and data submitted by bidders may be considered confidential if they include industrial, technical or commercial secrets and/or intellectual property rights, and when their disclosure to third parties could be contrary to their legitimate commercial interests and/or harm fair competition between companies in the sector; or when its treatment could be contrary to the provisions of the regulations on the protection of personal data. Similarly, confidential nature affects any other information with content that could be used to distort competition, either in this tendering procedure or in subsequent ones.

Documents that have the character of public-access documents are not confidential in any case, nor are the data included in the ESPD or the company's economic bid, which is subject to reading in a public act.

The bidders' declaration of confidentiality must be necessary and proportional to the purpose or interest to be protected and must expressly and justifiably identify the documents and/or data provided that are considered confidential. Generic or unjustified declarations of confidentiality are not accepted.

Without prejudice to the bidders' declaration of confidentiality, when faced with a request for information it is the responsibility of the UAB to assess whether this classification is correct, in accordance with the principles of publicity and transparency that govern administrative actions, and to correct it if necessary, after hearing the bidders.

12. Procurement Board

12.1. The Procurement Board is made up of the following members:

- Chair: Xavier Ramos Morilla, vice-rector for Finance
- Deputy Chair: Maria Cendrós Carreras, Deputy executive administrator for Finance
- Ordinary Member 1: Pedro de Alcántara-García Briones, Head of the Legal Office
- *Substitute ordinary member 1: Montserrat Tarjuelo Jacas, lawyer in the Legal Office*
- Ordinary Member 2: Sònia Hernández Tejada, Executive secretary of the Board of Trustees
- *Substitute ordinary member 2: Concepció Ibáñez Aranda, specialist in the Board of Trustees*
- *Ordinary Member 3: Nuria Claver López Head of the Office of International Projects*
- *Ordinary Member 4: Ivan Martínez Flores, Deputy executive administrator for Research.*
- Secretary: Roger Casanova de Vilalta, Head of the Office of Procurement and Purchasing
- *Substitute secretary: Marta Miracle Babià, Head of the Procurement Unit*

The board may include in its meetings special advisors who may speak but not vote.

12.2. The procurement board holds the functions established in art. 326.2 of the LCSP and art. 22 of Royal Decree 817/09.

12.3. The minutes of the board related to the award procedure will be published on the UAB contractor profile.

13. Determination of the best bid

13.1. For the evaluation of the proposals and the determination of the best bid, the award criteria established in section K of the SD will be followed.

13.2. Initially the procurement board will meet to qualify the documentation contained in envelopes A.

If no significant defects are observed, envelopes B presented by the admitted companies will be opened, delivering the documentation contained in said envelope to the body in charge of its evaluation.

13.3. In the event that at the moment of opening envelopes A, the affected bidding companies will be notified so that they may correct them within 3 working days.

Once the defects in the documentation contained in Envelope A have been corrected, if necessary, the board will evaluate them and determine the companies admitted to the bidding and those excluded, as well as the reasons for exclusion, where applicable.

Subsequently, envelopes B presented by the admitted companies will be opened and the documentation contained in said envelope will be delivered to the body in charge of its evaluation.

13.4. Without prejudice to the communication to interested parties, these circumstances will be made public through the UAB contractor profile.

Similarly, in accordance with article 95 of the LCSP, the board may request clarification from bidders on the certificates and documents presented or require them to present additional documents, which, in accordance with article 22 of the RGLCAP, will have a period of five calendar days without being able to be presented after the bids have been declared accepted.

Requests for clarifications or reviews will be carried out through the Digital Envelope tool, by means of which an email will be sent to the address or addresses indicated by the bidding companies in the registration form, with the link to access the space in the tool where they must provide the corresponding documentation.

These requests for amendment or clarification will be communicated to the company by electronic communication through e-NOTUM, in accordance with clause 6 of these conditions.

13.5. Once the evaluation of the proposals has been completed in accordance with the award criteria subject to value judgment, the public act of opening envelopes C will be called.

The board may request any technical reports it deems necessary before formulating its award proposal. It may also request these reports when it considers it necessary to verify that the bids comply with the technical specifications of the specifications. Proposals that do not meet these requirements will not be evaluated.

On the day, place and time indicated in the corresponding call for bids, a public event will be held in which the score obtained by each of the companies with respect to the evaluation criteria that depend on a value judgment will be announced, and then envelopes C presented by the companies will be opened.

The evaluation report of the award criteria that can be quantified by means of a value judgement of each of the offers will be published in the UAB contractor profile.

Once the public act of opening the envelopes has been completed, the bidders present can make any observations they consider necessary, which must be reflected in the minutes.

13.6. The board may request and accept the clarification or amendment of errors in the bids when they are of a material or formal nature, not substantial and do not prevent the meaning of the bid from being understood, provided that the clarification or amendment does not entail a modification or specification of the bid, in order to guarantee the principle of equal treatment among bidding companies.

Requests for clarifications or reviews can be made through the functionality of the Digital Envelope tool, through which an email will be sent to the address or addresses indicated by the bidding companies in the registration form, with the link to access the space in the tool where they must provide the corresponding documentation.

These requests for amendment or clarification will be communicated to the company by electronic communication through e-NOTUM, in accordance with clause 6 of these conditions.

Companies will be excluded from the bidding process, by means of a reasoned resolution, if their proposals do not comply with the documentation examined and accepted, or if they exceed the base budget of the bidding process, substantially modify the proposal models established in these conditions, involve a manifest error in the amount of the proposal and those in which the bidding company acknowledges the existence of an error or inconsistency that makes it unfeasible.

The existence of errors in the economic proposals of the bidding companies implies their exclusion from the procurement procedure, when the principle of equality may be affected, in cases of errors that prevent determining with certainty the real price offered by the companies and, therefore, prevent the evaluation of the bids.

The agreements on the exclusion of bidders adopted by the committee may be challenged under the terms established in clause 34 of these conditions.

14. Resolution of ties

In the event that two or more bids have obtained the same total score, the tie is resolved by applying the following social criteria in order, referring to the time of the end of the deadline for submission of proposals:

- 1) The availability of an equality plan for people with disabilities.
- 2) Higher percentage of workers with disabilities or in a situation of social exclusion in the staff of each of the companies; in the case of equality, the highest number of permanent workers with disabilities in the staff, or the highest number of workers in inclusion in the staff must prevail.
- 3) Lower percentage of temporary contracts in the staff of each company.
- 4) Availability of a gender equality plan.
- 5) Higher percentage of women employed in the staff of each of the companies.
- 6) Protocol against sexual harassment, harassment based on sex, sexual orientation, gender identity or gender expression.
- 7) The drawing of lots, in the event that the application of the above criteria has not resulted in a tiebreaker.

The bidding companies must provide the documentation accrediting the tie-breaking criteria at the time the tie occurs, and not beforehand.

15. Abnormally low bids

Decisions on bids that present abnormal values must be carried out according to the limits and objective parameters established in section M of the SD.

In the event that one or several of the bids submitted are presumed to be abnormal, the procurement board will request that the bidders that submitted them justify them and provide a detailed and reasonable breakdown of the low level of prices, or costs, or any other parameter on the basis of which the abnormality of the bid has been defined. For this reason, the board will ask the bidders for any clarifications it deems appropriate regarding the viability of the bid and the pertinent justifications. The bidding company will have a period of 5 working days to present the information and documents that are pertinent for this purpose.

Requests for justification will be carried out through the functionality of the Digital Envelope tool, through which an e-mail will be sent to the address or addresses indicated by the bidding companies in the registration form, with the link to access the part of the tool where the corresponding documentation must be submitted.

This requirement will be communicated to the company electronically through e-NOTUM, in accordance with clause 6 of these conditions.

After this period, if the procurement board does not receive the requested information and supporting documentation, it will inform the contracting body and the proposal will be considered incomplete, and the bidding company will be excluded from the procedure.

If the board receives the information and supporting documentation requested within the deadline, it will evaluate it and submit the corresponding proposal for acceptance or rejection of the proposal, duly motivated, to the contracting body, so that the latter may decide, subject to the technical advice of the

corresponding department, either to accept the bid, because it considers its viability to be accredited, or, if not, to reject it.

The contracting body will reject bids that are presumed to be abnormal if they are based on hypotheses or practices that are inadequate from a technical, economic or legal perspective. Similarly, it will reject the offers if it verifies that they are abnormally low because they violate the regulations on subcontracting or do not complete the applicable obligations in environmental, social or labour, national or international matters, including the non-compliance of the sectorial collective bargaining agreements in force, in application of the provisions of article 201 of the LCSP.

16. Classification of bids and requirement of documentation prior to awarding the contract

16.1. Once the bids have been evaluated, the procurement board will submit the proposal for classifying the bids in descending order of score to the contracting body and, subsequently, will send the corresponding award proposal to the contracting body.

Once the contracting body has accepted the board's proposal, the UAB Procurement Unit will request that the bidder with the best offer present the following documentation within 10 working days from the date of receipt of the request.

This request will be made by electronic notification through e-NOTUM, in accordance with clause 6 of these conditions.

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

The bidding company that has submitted the best offer will have to provide the following documentation (this documentation, if applicable, will also have to be provided with respect to the companies whose capacities it covers):

A) Companies NOT registered in the RELI or ROLECE:

- Corresponding documentation accrediting the capacity to act and legal personality, in accordance with the provisions of clause 7 of these conditions.
- Documents accrediting the representation and legal status of the persons signing the bids:
 - Powers to appear on or sign proposals.
 - Tax registration number (NIF) or passport number of the person holding the powers.
- Documentation accrediting compliance with the specific solvency requirements in accordance with that specified in section J.2 of the SD.
- Supporting documents to prove that the company is up to date with its tax and Social Security obligations:
 - a) With respect to the Tax on Economic Activities:
 - If the company proposed as the successful bidder is a passive subject of the Tax on Economic Activities and is obliged to pay this tax, it must present the tax registration document for the current tax year under the heading corresponding to the object of the contract or the first receipt of the tax, accompanied by a declaration of responsibility that the company has not been deregistered for the tax.
 - If the proposed company is in any of the exemption situations listed in section 1 of article 82 of the Revised Text of the Law regulating local treasuries, approved by Royal Legislative Decree 2/2004, of 5 March, it will provide a responsible declaration that must specify the legal exemption situation and the declaration document in the list of taxpayers.

b) In relation to the rest of the tax obligations and Social Security obligations:

- Positive certificate from the State Tax Administration Agency certifying that the company is up to date with its tax obligations and that it has no tax debts with the State.
 - Positive certificate, issued by the Social Security Office, of being up to date in the fulfilment of the Social Security obligations.
 - Positive certificate, issued by the delegated and territorial intervention agencies, accrediting that the company is up to date with its tax obligations with the Administration of the Government of Catalonia.
- Where applicable, if required in section J.3 of the SD, documents accrediting the effective availability of the dedication or assignment of means committed to for the execution of the contract.
- Where applicable, if required in section J.4 of the SD, certificates accrediting compliance with quality assurance and environmental management standards.
- Where necessary, in the event that the company relies on the capacities of other entities, commitment to having the necessary resources referred to in article 75.2 of the LCSP.
- Where necessary, in the event that the final guarantee is not to be constituted by means of the deductions on the price, a document accrediting the constitution of the guarantee, in accordance with the provisions of clause 18.2 of these conditions.
- Where applicable, and if required in section C.5 of the SD, proof of payment of the corresponding advertising expenses.

B) Companies registered in the RELI or ROLECE:

- Document accrediting the deposit of the final guarantee at the Caixa General de Dipòsits of the Government of Catalonia or authorization for the deduction the amount in accordance with clause 18.3 of these conditions (in line with the authorization form provided by the UAB).
- Where the information contained in the RELI or the ROLECE is not updated at the time of the presentation of documentation, the necessary documentation to prove the current situation of the registered company must be provided.
- Where applicable, if required in section J.3 of the SD, documents accrediting the effective availability of the dedication or assignment of means committed to for the execution of the contract.
- Where applicable, if required in section J.4 of the SD, certificates accrediting compliance with quality assurance and environmental management standards.
- Where necessary, in the event that the company relies on the capacities of other entities, commitment to having the necessary resources referred to in article 75.2 of the LCSP.
- Where applicable, and if required in section C.5 of the SD, proof of payment of the corresponding advertising expenses.

16.2. Once the required documentation has been provided by the bidding company that has submitted the best offer, it will be qualified. If it is observed that there are defects or errors of a minor nature in the documentation submitted, the company concerned must be notified so that it can correct or amend them within a maximum of 3 working days.

The requests for review will be carried out through the Digital Envelope tool, by means of an e-mail will be sent to the address or addresses indicated by the bidding company or companies in the registration form, with the link to access the part of the tool where the corresponding documentation must be provided.

These requests for amendment will be communicated to the company electronically by e-NOTUM, in accordance with clause 6 of these conditions.

16.3. In the event that the request for documentation is not adequately complied with within the time period indicated, or within the time period for review given by the procurement board, it will be understood that the bidding company has withdrawn its bid and the Procurement Unit will proceed to request the same documentation from the next bidding company, in the order in which the bids have been classified. This fact entails the requirement of the amount of 3% of the base bidding budget, VAT excluded, as a penalty, which will be made effective first against the provisional guarantee, if any, that has been constituted and, in addition, may result in declaring the company prohibited from contracting for the reason provided in Article 71.2.a) of the LCSP.

Similarly, any possible falsification of that declared by the bidding companies in the ESPD or in other declarations may give rise to the cause of prohibition to contract with the public sector provided in article 71.1.e) of the LCSP.

17. Award of the framework agreement

Once the documentation required in clause 16 has been submitted, the contracting body must agree to award the framework agreement to the company or companies proposed as the successful bidder, within 5 working days following receipt of said documentation.

The bidding may not be declared void if there is any proposal that is admissible according to the criteria contained in these conditions. The declaration, if applicable, that this procedure has been abandoned will be published in the profile of the contracting party.

The award decision shall be notified to the bidders electronically through e-NOTUM, in accordance with clause 6 of these conditions and shall be published in the contractor profile within 15 calendar days, indicating the period within which the contract shall be formalised.

To that effect, a message communicating the availability of the notification will be sent to the e-mail address that the bidders supplied when submitting their proposals (and to the mobile phone if informed). Similarly, the e-mail will contain the link to access the notification.

18. Guarantees

18.1. A provisional guarantee is only required when established in section G.1 of the SD and for the amount to be determined. It may be constituted in any of the forms provided for in section 2 of this clause.

The provisional guarantee is automatically extinguished and will be returned to the bidding companies immediately after the completion of the contract. In any case, the provisional guarantee shall be returned to the bidder selected as the successful bidder when the final guarantee has been constituted, and the amount of the provisional guarantee may be applied to the final guarantee or a new constitution of the latter may be made..

18.2. The amount of the final guarantee is as shown in section G.2 of the SD.

18.3. Section G.3 of the SD indicates the options available to the company proposed as the successful bidder to provide the final guarantee in accordance with article 108 of the LCSP:

- In the case that the company chooses to incorporate it by means of the deposit to the Caixa General de Dipòsits of the Government of Catalonia, it can be incorporated in any of the following forms:
 - a) In cash or in public debt securities subject, in each case, to the conditions established by regulation. The cash and the immobilisation certificates in the values recorded must be deposited at the Caixa General de Dipòsits of the Treasury of the Government of Catalonia or at the deposit boxes of the regional treasuries.

- b) By means of a guarantee, provided in the form and under the conditions established by regulation, by any of the banks, savings banks, credit cooperatives, financial credit institutions and mutual guarantee companies authorized to operate in Spain, which must be deposited in one of the establishments mentioned in paragraph a).
 - c) By means of an insurance policy contract with an insurance company authorized to operate in the form and under the conditions established by regulation. The insurance certificate must be delivered at the establishments indicated in section a).
- In the case that the company chooses to constitute it by means of a deduction from in the price, the UAB will apply a deduction on the first invoice issued. If the amount of this invoice is not sufficient to cover the amount of the guarantee, a deduction will be made on subsequent invoices until the corresponding amount is withheld.

When the UAB requires the guarantee prior to the award of the contract, the company must present the receipt of the guarantee deposited in the Caixa General or authorisation for it to be deducted in accordance with the authorisation model provided by the UAB.

18.4. In the case of a UTE, if the provisional or final guarantee has to be deposited in the Caixa General de Dipòsits, it may be constituted by one or several of the participating companies, as long as it jointly amounts to the quantity required in section G.2 of the SD and provides a solid guarantee by all the companies that make up the UTE.

18.5. The final guarantee covers:

- a) The obligation to sign the contract within the period defined in accordance with clause 19 of these conditions.
- b) The penalties imposed on the contractor in accordance with clause 26.2 of these conditions.
- c) The provision and performance of the services foreseen in the contract, including improvements offered by the contractor that have been accepted by the UAB, expenses incurred to the UAB by tardiness on the part of the contractor in the fulfilment of their obligations, and any damages incurred to the same for reasons of the performance of the contract or its non-fulfilment, where termination is not applicable.
- d) Any confiscation that may be ordered in the case of termination of the contract, in accordance with that established in this contract or in the LCSP.
- e) The inexistence of defects in the services provided during the period of guarantee set out in the contract.

18.6. The period of the final guarantee is established in section G.4 of the SD, and is counted from the date of delivery of the contract.

The return or cancellation of the final guarantee shall be carried out once the guarantee period has expired and the contract has been satisfactorily completed, or as a result of a decision for reasons beyond the control of the contractor.

In the case of a partial delivery the contractor may only request the return or cancellation of the proportional part of the guarantee where this is expressly authorised in section G.4 of the SD.

Where the contract is assigned the guarantee provided by the assignor shall not be returned or cancelled until that of the assignee has been constituted.

18.7. When as a result of the modification of the contract its total value is altered, the guarantee constituted must be adjusted to the quantity necessary to maintain the due proportion between the guarantee and the contract budget in force at any time, within 15 calendar days counted from the date on which the company is notified of the modification agreement.

To that effect, any changes that are the result of a review of the contract price in accordance with clause 3.4 of these conditions will not be considered a price alteration.

19. Formalisation of the framework agreement

19.1. The framework agreement must be formalised in an administrative document by means of advanced electronic signature based on a qualified or recognized e-signature certificate.

19.2. Given that, in accordance with art. 44 of the LCSP, the award of the framework agreement is the subject of a special resource in the area of contracting, the formalisation of the framework agreement shall take place once 15 working days have passed from the time the bidding companies are notified of the award.

Once the period foreseen in the previous paragraph has passed and where there have been no appeals leading to the suspension of the formalisation of the framework agreement, the Procurement Unit will request that the awardee formalise the framework agreement within a maximum period of 5 working days counted from the day after receipt of the requirement.

19.3. When, as a result of causes attributable to the awardee, the framework agreement is not formalised within the period established by the UAB, a penalty of 3% of the base tender budget will be demanded, excluding VAT, and will be charged in the first place against the final guarantee if it has been constituted. This situation may also lead to the company being prohibited from entering into contract, in accordance of article 71.2.b) of the LCSP.

In the case that the framework agreement is not formalised with the company that has been awarded it, it will be awarded to the bidding company, in the order in which the bids have been classified, with prior presentation of the documentation referred to in clause 16, and being applicable the time limits foreseen in the previous sections.

If the framework agreement is not formalised within the time limit indicated as a result of causes attributable to the UAB, the awardee company must be indemnified for any damages that the delay may cause.

19.4. Once the framework agreement has been awarded in their favour, companies who have entered the procurement process with a commitment to form a UTE must present the public deed of the constitution of the UTE containing the nomination of the representative or the sole appointed person with sufficient powers to exercise the rights and fulfil the obligations deriving from the contract until the time of its termination.

19.5. With regard to the protection of data, prior to the formalisation of the contract, the awardee company must present a declaration indicating where the providers are located and the place from which any associated services are provided, in accordance with clause 23 a) of these conditions.

19.6. The framework agreement is concluded on its formalisation and this is an essential requirement for beginning to perform it.

19.7. The Procurement Unit shall send notification of the formalisation to the OJEU within 10 working days from the date of the formalisation of the framework agreement for the purpose of its publication. It will also be published on the contractor profile, together with the signed contract document within a period of 15 calendar days following formalisation, and once the announcement is published in the OJEU.

19.9. Once the framework agreement has been formalised, the Procurement Unit will communicate the basic information to the Public Sector Procurement Register of the Government of Catalonia for its registration, including the identity of the awardee company, the value of the award of the contract, together with a breakdown of the corresponding VAT; and subsequently, where applicable, any extension and alterations in the terms or prices, the final amount and the termination of the contract.

The contractual details communicated to the public procurement register are public information, with the limitations imposed by the data protection regulations, as long as they are not confidential in nature.

20. Decision not to award or to subscribe the framework agreement and withdrawal

The UAB may decide not to award or to subscribe the framework agreement for duly justified reasons in the public interest and with the corresponding notification to the bidding companies before the formalisation of the contract.

It may also withdraw from the procedure before the formalisation of the framework agreement, notifying the bidding companies of this, when a non-correctable infraction to the rules for preparing the contract or to the regulations for the procurement procedure occurs.

In either of these possible situations the bidding companies will be compensated for any expenses they may have incurred. The decision not to award or to subscribe the framework agreement and withdrawal from the procurement procedure shall be published on the contractor profile.

21. Person responsible for the contract

The person responsible for the framework agreement, indicated in section N of the SD, carries out the following functions:

- Supervise the performance of the contract and adopt the decisions and give the necessary instructions for the purpose of ensuring the services are properly provided, within the powers conferred on them by the contracting body.
- Produce the proposed report on the imposition of penalties.
- Produce the proposed report on the modification of the contract in accordance with clause 27 of these conditions.
- Produce a report stating whether any delay in the performance of the contract is attributable to the contractor.

22. Award and formalisation of contracts based on the framework agreement

22.1. Contracts based on the framework agreement shall be awarded as set out in section I.2.1 of the SD and the awarding department shall be that established in section I.2.2 of the SD.

The award system depends on the amount of the purchase need at any specific time during the validity of the framework agreement:

- Contracts based on the framework agreement for an amount less than €15,000 (excl. VAT) may be awarded directly to any of the companies awarded the framework agreement, without prejudice to the power to demand bids from more than one awardee.
- Derivative contracts worth €15,000 or more (excl. VAT) must be awarded by means of a tender between all the awardee companies for the lot of the framework agreement. The e-Tender tool will be used for bids and companies must send their offers within 5 working days.

The contracting body may establish different subjective and objective criteria for the selection of the best offer, but companies may not under any circumstances present a bid that is more expensive or carries less added value than that which they presented to become part of the framework agreement.

22.2. In accordance with articles 36.3 and 153.1 of the LCSP, contracts based on the framework agreement are completed by means of their award and do not need to be formalised in an administrative document.

23. Obligations of the contractor in the performance of contracts based on the framework agreement

23.1. The contract must be performed in accordance with that established in the clauses of these conditions and technical specifications and in conformity with the instructions given by the contractor company or companies to the person responsible for the contract, as referred to in clause 21 of these conditions, and in conformity with the prevailing provisions on matters of public sector contracting.

23.2. The UAB will carry out an inspections and checks, and oversee the correct performance of the contract, and may give appropriate instructions for its proper fulfilment.

23.3. The special conditions relating to the performance of the contract, which the contractor company or companies and, where necessary, the subcontractor or subcontractors, are obliged to fulfil, are those set out in section Q of the SD.

23.4. The successful bidding company is obliged to carry out the measures derived from Law 31/1995, of November 8, 1995, on the prevention of occupational hazards, and its regulatory development in all that is applicable to it.

The successful contractor must , at the beginning of the service, present an explanatory summary of the preventive method adopted in terms of occupational risk prevention. Similarly, it must communicate any organizational change in terms of occupational risk prevention.

The successful bidder must present the evaluation of occupational risks, as well as the training and information of its employees in this area. The successful bidder must appoint a safety coordinator (maximum two), specific to the UAB, who will act as an interlocutor with the UAB Prevention Service. This appointment must be made by filling in the specific register that can be requested by e-mail at a.prevensio.assistencia@uab.cat.

The company awarded the contract must inform all its employees of the internal safety and health regulations existing at the UAB, as well as the emergency instructions established at the UAB.

The company awarded the contract must ensure compliance with the regulations by its employees within the UAB premises. In order to comply with the internal regulations of the UAB on prevention, the company must be familiar with the "[Guia en matèria de seguretat i salut per a empreses externes](#)" (Health and Safety Guide for External Companies) and return the last page (page 35) to the Prevention Service of the UAB (Edifici Rectorat, 1st floor); it can be downloaded from the UAB website https://intranet-nova.uab.es/doc/Guia_empreses_externes. The company only has to complete and deliver the receipt once, even if it has different awards within the UAB.

In contracts for maintenance, surveillance and cleaning services, in accordance with Law 4/1997, for civil protection of Catalonia, and in accordance with the General Self-Protection Plan of the Campus, in case of emergency, the contractor and all its employees must follow the orders of the Committee for General Emergency Situations (CSEG) and must collaborate in the control of the consequences of the emergency, under the orders of the head of the General Intervention Team.

23.5. The contractor must comply with the applicable obligations in environmental, social or labour matters established by European Union law, national law, collective bargaining agreements or the provisions of international environmental, social and labour law that are binding in the State, and in particular those established in Annex V of the LCSP.

It is also obliged to comply with the provisions in force regarding social integration of people with disabilities and taxation.

Failure to comply with the aforementioned obligations in environmental, social or labour matters and, in particular, repeated non-compliance or delays in the payment of wages or the application of wage conditions inferior to those derived from the collective bargaining agreements that is gross and fraudulent, will give rise to the imposition of penalties referred to in clause 26.2 of these conditions.

23.6. The contractor is obliged to apply measures aimed at promoting equality between men and women in the execution of the services rendered.

23.7. In relation to the personal data to which it has access as a result of the contract, the contractor undertakes to comply with all that is established in Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, the implementing regulations and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC.

The documentation and information that may be obtained or accessed during the execution of the services covered by this contract and which corresponds to the contracting Administration responsible for the processing of personal data, is confidential and may not be reproduced in whole or in part by any means or medium. Therefore, neither computer processing or editing, nor transmission to third parties outside the strict scope of the direct execution of the contract may be carried out.

This obligation, in accordance with that established in article 202.1 of the LCSP, is set out as a special condition for the performance of the contract, and is an essential contractual obligation, the non-compliance of which will be considered as non-compliance of a main obligation of the contract, being cause for its termination.

23.8. The successful bidder shall assign to the UAB the intellectual or industrial property rights when it is a service contract whose purpose is the development and provision of products protected by an intellectual or industrial property right.

23.9. The successful bidder shall bear the transport and personnel costs, and any other costs that may be attributable to it in accordance with the legislation in force, especially those derived from technical assistance during the warranty period.

23.10. If necessary, the awarded company must provide sufficient training to the personnel designated by the UAB for the correct execution of the service covered by this contract.

23.11. The successful bidder must present to the UAB:

- On a monthly basis, a copy of the Social Security payment receipts of the personnel in charge (TC1 and TC2).
- Quarterly, a copy of the income and withholding tax return of the same personnel (model 110 or 111).
- Every six months, a certificate accrediting that the company is up to date with its tax obligations with the Ministry of Finance and Social Security.
- Annually, a certificate accrediting that they are up to date with their tax obligations with the Ministry of Economy and Finance of the Government of Catalonia.

23.12. In accordance with article 55.2 of Law 19/2014, of December 29, on transparency, access to public information and good governance, bidders and contractors assume the following obligations:

- a) Observe the principles, rules and ethical standards specific to the activities, trades and/or professions corresponding to the services covered by the contracts.
- b) Refrain from carrying out actions that pose a risk to the public interest.
- c) Report any irregular situations that may arise in public procurement processes or during the performance of contracts.

d) Refrain from conduct that is intended to or may have the effect of preventing, restricting or distorting competition, such as, for example, collusive or fraudulent competitive behaviours (bid rigging, elimination of bids, market allocation, bid rotation, etc.).

e) Respect the agreements and confidentiality rules.

f) Collaborate with the contracting body in the actions carried out by the latter for the follow-up and/or evaluation of the fulfilment of the contract, in particular by providing the information requested for these purposes and that the legislation on transparency and public sector contracts impose on the successful bidders in relation to the Administration or administrations of reference, without prejudice to the fulfilment of the obligations of transparency that directly pertain to them by legal provision.

These obligations are considered special conditions for the performance of the contract.

22.13. The successful bidder will take into account what is established in Royal Decree 1112/2018, of 7 September, on accessibility of public sector websites and applications for mobile devices and, therefore, will apply the "[UNE-EN 301 549. Requisitos de accesibilidad para productos y servicios TIC](#)". This is the official Spanish version of the [EN 301 549 V2.1.2 \(2018-08\) Accessibility requirements for ICT products and services](#), declared as a harmonised standard in the Commission's Implementing Decision (EU) 2018/2048 of 20 December 2018, and which is equivalent to meeting all the A and AA level requirements of the [WCAG 2.1](#).

23 a). Obligations deriving from the processing of personal data

The personal data that will be provided by the UAB to the contractor or that the contractor accesses, generates or processes during the performance of the services covered by the contract is transferred to the contractor for the sole and exclusive purpose of providing the services covered by the contract and may not be processed by the contractor for any other purpose.

As indicated in the previous clause, the contractor is obliged to comply in all cases with national and European Union regulations on data protection.

Prior to the formalization of the contract and within the term required, the awarded company must present a declaration stating where the servers will be located and from where the services associated with them will be provided.

During the period of the contract, the contractor will be obliged to communicate to the UAB any change that may occur in the information provided in the declaration referred to in the previous point.

If they plan to subcontract the services or the services associated with them, the bidders will be obliged to indicate in their offer the name or business profile, defined in reference to the conditions of professional or technical solvency of the subcontractors to whom they will entrust their performance.

In any case, the contractor, as the person in charge of the contractual relation, will not be able to turn to another person in charge of the said relation (sub-agent) without the prior written specific or general authorization of the UAB. In the event of general authorization, the contractor shall inform the UAB of any change in the incorporation or substitution of other processors, thus giving the UAB the opportunity to object to such changes.

The personnel performing the contract on behalf of the contractor are obliged to maintain professional secrecy with respect to the information or personal data to which they have incidental access, and will not make them available to third parties or disclose them by any means, or submit the data to any re-identification process aimed at determining the relationship of the information with identified or identifiable individuals.

To that end, the contractor shall have its employees sign a formal confidentiality agreement. The UAB may require the contractor at any time to provide proof of the formalisation of this commitment, or of the fact that its personnel are subject to a statutory confidentiality obligation.

In the event of non-compliance with the aforementioned obligations, the contractor's personnel will acquire the status of being responsible for the processing and will be personally liable for the infractions committed.

The obligations set out in this clause shall also apply to authorised subcontractors who will have access to personal data. The subcontractors will be subject to national and European Union regulations on data protection, also resulting in a special condition of execution as an essential contractual obligation, the non-compliance of which will be cause for termination. Similarly, and in application of the provisions of article 28. 4 of the c, the contractor shall impose on the other contractor (sub-agent/subcontractor), by means of a contract, the same data protection obligations as those stipulated in this Plec, in the contract and in the contract for the processing and, in particular, the provision of sufficient guarantees for the application of appropriate technical and organizational measures so that the processing complies with the provisions of the GDPR. The contractor shall be fully liable to the UAB for any non-compliance on the part of the sub-agent/subcontractor. Consequently, the contractor shall assume full responsibility for the execution of the contract vis-à-vis the UAB.

The obligations established in this clause, in accordance with the provisions of article 202.1 of the LCSP, are established as a special condition for the performance of the contract, and are also considered essential contractual obligations, the non-compliance of which will be considered as non-compliance of a main obligation of the contract, being a cause for termination of the same.

24. Special rules regarding personnel of the contractor

24.1. The contractor is exclusively responsible for the selection of the personnel who, on fulfilling the qualifications and experience requirements demanded in the specifications, will form part of the work team assigned to the performance of the contract, without prejudice to the verification of the fulfilment of those requirements by the person in charge of the contract.

The contractor shall ensure that there is stability in the work team, and that the variations in its composition are exceptional and justified, so as not to alter the proper functioning of the service, informing at all times the person in charge of the contract.

24.2. The contractor assumes the obligation to exercise the management power inherent to the employer in a real, effective and continuous manner, over the personnel of the work team in charge of the performance of the contract. In particular, it will assume the negotiation and payment of salaries, the concession of permits, leave and holidays, the substitutions of the workers in cases of absence or sick leave, the legal obligations in Social Security matters, including the payment of contributions and the payment of benefits, if applicable, the legal obligations in matters of occupational risk prevention, the exercise of disciplinary powers, as well as all the rights and obligations deriving from the contractual relationship between the employee and the employer.

24.3. The contractor must take special care to ensure that the workers assigned to the performance of the contract carry out their work without exceeding their duties with respect to the activity defined in the terms and conditions as the object of the contract.

24.4. The contractor must designate at least one technical coordinator or person responsible who forms part of its own staff to have among their obligations the following:

a) Act as an interlocutor of the contractor before the UAB, channelling communication between the contractor and the personnel of the work team assigned to the contract, on the one hand, and the UAB, on the other, in all matters related to the performance of the contract.

- b) Distribute the work among the personnel employed for the performance of the contract, and give these employees the necessary work orders and instructions in relation to the rendering of the contracted service.
- c) Supervise the correct performance by the personnel that make up the work team of the functions entrusted to them, as well as control the attendance of the personnel summoned to the place of work.
- d) Organize the holiday leave schedule of the personnel assigned to the performance of the contract, with appropriate coordination between the contractor and the UAB, so as not to interrupt the proper functioning of the service.
- e) Inform the UAB about any occasional or permanent changes to the composition of the work team assigned to the performance of the contract.

25. Payments to the contractor

The contractor is entitled to payment of the price of the services actually performed and formally received by the UAB, in the manner determined in section H.3 of the SD.

Payment to the contractor must be made upon presentation of an invoice, issued in accordance with current legislation, in the terms and conditions established in article 198 of the LCSP.

Thus, the invoice must be presented in electronic format in accordance with current regulations, all the information is available at <https://seuelectronica.uab.cat/factures-electroniques>.

In accordance with additional provision 32a of the LCSP, the contractor is obliged to present the invoice issued for the goods delivered before the corresponding administrative registry in order to process it to the administrative body or unit responsible for its processing. The invoice must include the data and requirements established in article 72 of the RGLCAP.

The contractor will issue the invoices in accordance with the payment schedule established in the contract, once the invoice has been received, with the requirements and through the legally established channels, the university will have the validation and payment terms established in article 198 of the LCSP.

26. Responsibility of the contractor

The contractor is responsible for the technical quality of the work it performs and for the services rendered, as well as for the consequences for the UAB or third parties resulting from omissions, errors, inadequate methods or incorrect conclusions in the execution of the contract.

The contractor performs the contract at its own risk and is obliged to compensate the damages caused to third parties as a consequence of the operations required by the performance of the contract, except in the case that the damages are caused as an immediate and direct consequence of an order from the UAB.

27. Non-compliance

27.1. The contractor is obliged to comply with the framework agreement and the contracts based on it within the total term established for its execution, and also, if necessary, within the partial terms established for its subsequent execution.

If the contractor, for causes attributable to it, is in arrears with respect to the completion of the total term or partial terms, the UAB may opt, given the circumstances of the case, for the termination of the contract or for the imposition of the penalties established in clause 25.2 of this contract or, if no specific penalties are established in this section, those established in article 193 of the LCSP.

If the delay with respect to the completion of the terms was produced for reasons not attributable to the contractor and the latter offers to comply if the initial execution term is extended, it will be granted a term at least equal to the time lost, unless the contractor requests a shorter one. This extension of the

performance period is not considered a modification of the contract for the purposes of art. 203 et seq. of the LCSP.

27.2. In the event that the contractor, for causes attributable to it, incompletes the commitments of the contract, the UAB may impose penalties proportional to their severity, in amounts not exceeding 10%, VAT excluded, and not exceeding 50% in total.

Apart from the fulfilment of the obligations derived from the actual performance of the object of the contract, these penalties cover the following non-compliances:

- a) Failure to comply with the special execution conditions established in section O of the SD.
- b) Failure to comply with environmental, social or labour obligations.

27.3. The amounts of the penalties imposed will be made effective through the deduction of the amounts that, in concept of total or partial payment, must be paid to the contractor or against the guarantee that, if applicable, has been constituted, when they cannot be deducted from the aforementioned payments.

28. Prerogatives of the UAB

Within the limits and subject to the requirements and effects stated in the LCSP, the UAB has the power to interpret the framework agreement and the contracts based on it, resolve any doubts that may arise from its fulfilment, modify it for reasons of public interest, declare the liability attributable to the contractor as a result of its execution, suspend its execution, agree its termination and determine its effects.

Similarly, the UAB has the power to inspect the activities carried out by the contractor during the execution of the contract, under the terms and within the limits established by the LCSP.

The agreements adopted by the contracting body in the exercise of the aforementioned prerogatives are immediately enforceable.

The exercise of the prerogatives of the UAB will be carried out through the procedure established in article 191 of the LCSP.

29. Modification of the framework agreement and the contracts based on it

29.1. The framework agreement and the contracts based on it 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 and 222 of the LCSP.

29.2. The unit prices resulting from the modification of the framework agreement cannot exceed by 20% the prices prior to the modification and in no case can they be higher than the prices that the companies that are parties to the framework agreement offer on the market for the same products, without prejudice to the fact that the awardees may propose to the UAB the substitution of the awarded goods for others that incorporate technological advances or innovations that improve the performance or characteristics of those awarded, provided that their price does not increase by more than 10% of the initial award price.

29.3. If the price of the contract is determined by means of units of execution, the variation that occurs exclusively in the number of units actually executed over those foreseen in the contract during the correct execution of the provision of services, which may be included in the settlement, shall not be considered a contractual modification, provided that they do not represent an increase in the expenditure of more than 10% of the contract price.

29.4. In the event that section E of the SD foresees the possibility of modifying the framework agreement, the modification shall be carried out in that/those event(s), with the conditions, scope and limits detailed in said section and in accordance with the following procedure:

- The person in charge of the contract will issue a report proposing the modification.

- The contracting body, if it so considers, will issue a favourable decision on the modification of the contract.
- The UAB and the contractor will formalize the modification in an administrative document in accordance with art. 153 of the LCSP.

These modifications are obligatory for the contractor.

29.5. In the case of a modification of the framework agreement that does not fulfil the conditions of section E of the SD, it can only be carried out when the requirements are fulfilled and the cases foreseen in article 205 of the LCSP concur, in accordance with the procedure regulated in article 191 of the LCSP and with the particularities foreseen in article 207 of the LCSP.

These modifications are obligatory for the contractor, provided that they imply, either individually or jointly, a change in the amount that exceeds 20% of the initial price of the contract, excluding VAT . In this case, the modification will be agreed by the contracting body with the prior written agreement of the contractor; otherwise, the contract will be terminated in accordance with the cause established in article 211.1.g) of the LCSP.

In this case, the procedure to be followed will be the same as that established in section 2 of this clause.

29.6. The announcement of the modification of the framework agreement, together with the submissions of the contractor and all the reports that, where necessary, are requested prior to the approval of the modification, both those provided by the company awarded the contract and those issued by the contracting body, will be published on the contractor's profile.

30. Cancellation

The framework agreement or any of the contracts based on it may be cancelled by agreement of the UAB or if the contractor chooses to cancel their fulfilment in the event of a delay in the payment of the price of more than 4 months, giving the UAB one month's notice in advance.

In any case, the UAB must issue the corresponding notice of cancellation, either ex officio or at the request of the contractor, in accordance with the provisions of article 208.1 of the LCSP.

In accordance with article 103 of the RGLCAP, the notice of cancellation must be signed by a person representing the UAB and the contractor and must be completed within a maximum of 2 working days, starting on the day after the day on which the cancellation is agreed.

If necessary, the UAB must pay the contractor for any damages and losses effectively caused by the cancellation in accordance with the provisions of article 208.2 of the LCSP. The payment of damages and losses to the contractor will only include the concepts indicated in this precept.

31. Succession and cession

31.1. In the event of a merger of companies in which the contractor participates, the framework agreement or the contract based on it will continue to be in force with the absorbing company or with the company resulting from the merger, which will be subrogated in all the rights and obligations arising from it.

In the event of a separation, contribution or transfer of companies or branches of activity, the framework agreement or the contract will continue with the entity to which the contract is attributed, which will be subrogated in the rights and obligations arising therefrom, provided that it meets the conditions of capacity, absence of prohibition to contract and the solvency required in agreeing the awarding of the contract or that the companies that benefit from these operations and, if they subsist, the company from which the assets, companies or segregated branches come, are jointly and severally liable for the execution of the contract.

The contractor must notify the contracting body of the circumstance that has occurred.

In the event that the contractor is a temporary UTE, when mergers, separations or transfers of activity lines take place with respect to one or more of the companies that make up the temporary UTE, the contract will continue to be performed by the awarded temporary UTE. In the event that the absorbing company, the company resulting from the merger, the beneficiary of the separation or the acquirer of the line of business are not companies that are members of the UTE, they must have full capacity to act, and must not be prohibited from contracting and must maintain the required solvency, capacity or classification.

If the contract is awarded to a different entity, the definitive guarantee can be renewed or replaced, at the discretion of the awarding entity, by a new guarantee subscribed by the new entity, taking into account the risk that the latter entity entails. In any case, the old definitive guarantee remains in force until the new guarantee is constituted.

If the subrogation cannot take place because the entity to which the contract should be attributed does not meet the necessary solvency conditions, the contract will be terminated, and will be considered to all intents and purposes a case of termination due to the fault of the contractor.

31.2. The rights and obligations arising from this framework agreement or from any of the contracts based on it may be assigned by the contractor to a third person, provided that the technical or personal qualities of the assignee have not been the determining reason for the award of the contract or that the assignment does not result in an effective restriction of competition in the market, when the requirements established in article 214 of the LCSP are fulfilled.

The assignment to a third party may not be authorised when the assignment involves substantial changes to the characteristics of the contractor if these constitute an essential element of the contract.

The ceding company will be subrogated in all the rights and obligations that correspond to the company ceding the contract.

In the case of assignment of the contract, the guarantee provided by the assignor will not be returned or cancelled until that of the assignee has been constituted.

32. Subcontracting

32.1. The contractor may enter into agreements with other companies for the partial performance of the service that is the object of this framework agreement if this is provided for in section R of the SD.

The conclusion of subcontracts is subject to the fulfilment of the requirements and the rest of the circumstances regulated in article 215 of the LCSP.

The subcontracting companies will only be obliged to the main contractor, which will assume total responsibility for the performance of the contract before the UAB, in accordance with this contract and the terms of the contract, including the fulfilment of obligations in environmental, social and labour matters. The knowledge that the UAB has of the contracts subscribed or the authorisation that it grants does not alter the exclusive responsibility of the main contractor.

32.2. The contractor must communicate in writing, after the awarding of the contract and, at the latest, when it begins its execution, to the contracting body the intention to subcontract, indicating the part of the service that it intends to subcontract and the identity, the contact details and the legal representative(s) of the subcontractor, sufficiently justifying the aptitude of the latter to carry it out by reference to the technical and human elements it has and its experience, and accrediting that it is not prohibited from contracting.

If the subcontractor has the appropriate classification to be able to carry out the part of the contract that is the object of the subcontracting, the communication of this circumstance is sufficient to accredit its aptitude.

32.3. Payment to the subcontracting companies and to the supply companies is governed by the provisions of articles 216 and 217 of the LCSP.

Subcontracting companies do not have direct action before the UAB for the obligations contracted with them by the contractor as a consequence of the performance of the main contract or of the subcontracts.

32.4. For contracts in which the amount of subcontracting is equal to or greater than 30% of the contract price, the UAB will check that the subcontracting company strictly complies with the payment to the subcontracting companies and to the supply companies by the contractor. To this end, the contractor must provide, when requested, a detailed list of the subcontractors or supply companies, specifying the conditions related to the payment period, and must present proof of payment on time. These obligations are considered a special execution condition, and failure to comply with them may lead to the imposition of the penalties stipulated in clause 25 of these conditions, with the definitive guarantee being covering these penalties.

33. Reception and settlement of the framework agreement or of contracts based on it

33.1. The reception 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, without prejudice to the provisions of article 315.1 of the LCSP regarding service contracts that consist of the complete elaboration of works projects.

The contract will be understood to be completed by the contractor when the latter has carried out the totality of its objective, in accordance with the terms established in the contract and to the full satisfaction of the UAB.

In any case, the person in charge of the contract will issue a certificate of reception within the month following the fulfilment of the object of the contract. The calculation of the guarantee period established in section G.4 of the SD will begin with the signing of the reception notice.

The UAB will determine whether the work carried out by the contractor complies with the prescriptions established for its performance and completion and, if necessary, will require the performance of the contracted services and the correction of the defects observed during the reception. If the work carried out does not correspond to the contracted service, as a consequence of defects or faults attributable to the contractor, it may be rejected by the UAB in such a way that it will be exempt from the obligation to pay or will have the right, if appropriate, to recover the price paid.

33.2. If necessary, within a maximum period of one month from the date of the notice of reception, the corresponding settlement of the contract must be agreed and notified to the contractor and the resulting balance must be settled if necessary.

34. Termination of the framework agreement

The causes, application and effects of termination of the contract are those established in articles 211, 212, 213 and 313 of the LCSP.

In particular, the non-fulfilment of the essential contractual obligations established in section P of the SD will be a cause for termination of the contract. In addition to the conditions established in the aforementioned sections, in any case, an essential condition of the contract is considered to be the dedication of sufficient personal and/or material resources for its correct performance.

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

35. Appeals system and competent jurisdiction

35.1. This procedure is administrative in nature and any litigious issues that may arise in relation to the preparation, awarding, effects, modification and termination of the contract will be resolved by the contracting body, whose resolutions exhaust all administrative remedies.

35.2. In accordance with Article 44 of the LCSP, tender announcements, specifications and the contractual documents that establish the conditions that must govern the contracting; the acts of procedure that directly or indirectly decide the award, determine the impossibility of continuing the

procedure or cause defencelessness or irreparable harm to legitimate rights or interests; the contract award agreements; and modifications of the contract based on non-compliance with the provisions of articles 204 and 205 of the LCSP, on the understanding that the modification should have been the object of a new award, are subject to special appeal in contracting matters..

This appeal is optional, free of charge for the appellants, and can be lodged in the places established in article 16. 4 of the LPAC, in the registry of the UAB or before the Catalan Public Sector Contracts Court, before or alternatively to the filing of the administrative contentious appeal, in accordance with Law 29/1998, of 13 June, regulating administrative contentious jurisdiction, and will be governed by the provisions of articles 44 and following of the LCSP and Royal Decree 814/2015, of 11 September, which approves the Regulations of the special procedures for the review of decisions in contractual matters and the organisation of the Central Administrative Tribunal for Contractual Appeals.

If the appeal is presented in a register other than that of the UAB or the Catalan Public Sector Contracts Tribunal, the aforementioned Tribunal must be notified immediately and as quickly as possible.

No ordinary administrative appeals may be lodged against acts subject to special appeal.

35.3. Against the decisions adopted by the UAB in relation to the effects, modification and termination of this contract that are not subject to special appeal in matters of contracting, the corresponding ordinary administrative appeal will be lodged in accordance with the provisions of the LRJP and the LPAC; or the contentious-administrative appeal, in accordance with the provisions of Law 29/1998, of 13 July, regulating contentious-administrative jurisdiction.

35.4. The agreements adopted by the UAB in the exercise of the prerogatives established in clause 27 of these conditions are subject to appeal for reconsideration, in accordance with the provisions of the LRJP and the basic legislation of common administrative procedure, or to contentious-administrative appeal, in accordance with the provisions of Law 29/1998, of 13 July, regulating contentious-administrative jurisdiction.

[These conditions received approval by the UAB Legal Office on 15/11/2022.]

ANNEXE 1

**MODEL FOR BIDDING WITH AUTOMATIC EVALUATION CRITERIA
LOT 1**

Name of bidding company:

NIF of bidding company:

Full name of legal representative:

NIF legal representative:

No. contract: Consu-24/2022

Object: Consultancy and training services in the area of the preparation of project proposals for international (lot 1).

Lot/s bid for:

The undersigned declares that they know and understand the general contracting conditions and the technical specifications that serve as the basis for this call for tenders, and accepts unconditionally their clauses and specifications, which cover each and every one of the conditions demanded for entering into contracts with the UAB and undertakes, in *their own name/the name of the company they are representing*, to provide the service with strict adherence to the requirements and conditions specified, for the following amounts:

	Maximum unit price per service (excl. VAT)	VAT rate	VAT payable	Amount (incl. VAT)
Projects up to 3 million euros if award is granted	€12,000	21%	€2,520	€12,520
Projects from 3 to 6 million euros if award is granted	€15,000	21%	€3,150	€18,150
More than 10 million euros if award is granted	€18,000	21%	€3,780	€21,780

For the purpose of evaluating **award criterion 2.2**, please attach explanatory index and CVs.

Date and signature of tenderer

ANNEXE 1

**MODEL FOR BIDDING WITH AUTOMATIC EVALUATION CRITERIA
LOT 2**

Name of bidding company:

NIF of bidding company:

Full name of legal representative:

NIF legal representative:

No. contract: Consu-24/2022

Object: Consultancy and training services in the area of the preparation of project proposals for international (lot 2).

Lot/s bid for:

The undersigned declares that they know and understand the general contracting conditions and the technical specifications that serve as the basis for this call for tenders, and accepts unconditionally their clauses and specifications, which cover each and every one of the conditions demanded for entering into contracts with the UAB and undertakes, in *their own name/the name of the company they are representing*, to provide the service with strict adherence to the requirements and conditions specified, for the following amounts:

	Maximum unit price per service (excl. VAT)	VAT rate	VAT payable	Amount (incl. VAT)
Review of individual proposals	€1,200	21%	€252	€1,452
Review of consortium proposals	€2,200	21%	€462	€2,662

For the purpose of evaluating **award criterion 2.2**, please attach explanatory index and CVs.

Date and signature of tenderer

ANNEXE 1

**MODEL FOR BIDDING WITH AUTOMATIC EVALUATION CRITERIA
LOT 3**

Name of bidding company:

NIF of bidding company:

Full name of legal representative:

NIF legal representative:

No. contract: Consu-24/2022

Object: Consultancy and training services in the area of the preparation of project proposals for international (lot 3).

Lot/s bid for:

The undersigned declares that they know and understand the general contracting conditions and the technical specifications that serve as the basis for this call for tenders, and accepts unconditionally their clauses and specifications, which cover each and every one of the conditions demanded for entering into contracts with the UAB and undertakes, in *their own name/the name of the company they are representing*, to provide the service with strict adherence to the requirements and conditions specified, for the following amounts:

	Maximum hourly rate (excl. VAT)	VAT rate	VAT payable	Amount (incl. VAT)
Face-to-face, max. 25 attendees	€350/h (*)	21%	€73.5	€423.5/h
On-line, max. 20 people	€250/h	21%	€52.5	€302.5/h

For the purpose of evaluating **award criterion 2.2**, please attach explanatory index and CVs.

Date and signature of tenderer

ANNEXE A
BREAKDOWN OF BASE TENDER BUDGET

Direct costs	
Other	€15,200.00
Salary costs <i>(if the salary costs form part of the cost)</i>	€60,800.00
TOTAL	€76,000.00
Indirect costs	
General structural expenses	€9,500.00
Industrial return	€9,500.00
TOTAL	€19,000.00
TOTAL COSTS (direct +indirect).	€95,000
Net budget.	
<p>Salary cost estimates have been calculated taking the applicable collective bargaining agreement as a reference. and taking into account the required professional profiles.</p> <p>This estimate does not presuppose that the agreement is applied.</p> <p>This breakdown is an estimate and in no way binding for the contracting body. In accordance with the general contracting conditions, the successful bidder must make equal payments to men and women with equivalent professional profiles.</p>	