Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR)

RECORD No: NEG 2023-007 ANALYSIS SERVICE (PROOF_H2020PHC2016/MONTANER)

SPECIFIC ADMINISTRATIVE BIDDING CONDITIONS
NOT HARMONIZED TRADE – UNPUBLISHED NEGOTIATED PROCEDURE

SERVICE FOR THE ANALYSIS Olink® Explore 3072 PROTEOMIC FOR THE NEUROVASCULAR RESEARCH GROUP OF THE FUNDACIÓ HOSPITAL UNIVERSITARI VALL HEBRON – INSTITUT DE RECERCA (VHIR)

"This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 733379"

Vall d'Hebron Recerca

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BIDDING PROCEDURE SUMMARY CHART

SPECIFIC ADMINISTRATIVE BIDDING CONDITIONS

A. - DESCRIPTION OF THE PURPOSE OF THE TENDER:

The purpose of this contract is to provide the service **Olink® Explore 3072 PROTEOMIC** to the Neurovascular Research Group of the Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR), for performing a large array of proteins (>3.000) in blood samples of stroke patients included in a multicentric European academic clinical trial (PROOF) in order to check differences exerted by the intervention on some of the pathways explored by the protein array; the work package on "biomarkers" from this European grant (Horizon 2020) is coordinated by the Neurovascular Research Group of the Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR).

The service is required in order to get thousands of proteins measured at the same time in a very small of plasm/serum available in our biobank.
The selected technique should allow us to measure some of the biomarkers that we had already evaluated in the past in similar cohorts of patients to use that info for historical comparisons. If the signals of interest are repeated, the possibility that the identified proteins are relevant in our pathology is very high. The correlation between proteins identified by Olink with conventional ELISA techniques is very good, which will allow us to do later replications using ELISA techniques. Our experience with other arrays such as aptamer arrays does not show the same results in correlations with ELISA techniques, so aptamer arrays would not currently be a good option for our studies.

Throughout this specification, the tasks included within the object of this contract are specifically described, as well as the scope of the proposed supply and service.

B. - ESTIMATED VALUE OF THE CONTRACT:

"ONE HUNDRED AND TWENTY-TWO THOUSAND FIVE HUNDRED AND FORTY EUROS" (€ 122.540,00), VAT exempted.

Concept	Price (VAT not included)
Maximum budget	122.540,00 euros
Possible modifications	0,00 euros
Possible extensions	0,00 euros
Total	**122.540,00 euros**

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B.1. BASE BUDGET FOR TENDER:

"ONE HUNDRED AND TWENTY-TWO THOUSAND FIVE HUNDRED AND FORTY EUROS" (€ 122.540,00), VAT exempted.

C. - DURATION OF THE CONTRACT:

The duration of the service object of this tender will coincide with the validity of the aforementioned project, which is until **June 30 of 2023**, the completion date of the project's "*New therapies for chronic diseases. Program: Health, demographic change and well-being*" (PROOF_H2020PHC2016/MONTANER), without possibility of extension.

The start date of the contract will be the one stated during its formalization.

D. - EXTENSIONS:

No. Nonetheless, these projects can be subjected to the request of a possible extension, the end date will be susceptible to being extended, at most to the one that is finally authorized.

E. - PLACE OF EXECUTION:

The proteomic analysis will be do it in OLINK installations.
Once the results have been reported if it is necessary a discussion of these, will be organized a meeting between both parts. in business hours from 9:00 to 18:00, Barcelona time.

F. - LOTS: No. This tender is not divided into lots because it is related to only one service, and with a certificate of exclusivity.

G. - PROVISIONAL SECURITY:
Not applicable.

H. - DEFINITIVE SECURITY:
5% of the award amount, excluding VAT.

Yes [X] 5% of the award amount, excluding VAT. (see clause 15 of these Conditions)

No [ ]

Possibility to deposit the guarantee by withholding on the price:

Yes [ ]

No [X]

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I.- PAYMENTS AND INVOICING:
Each invoice issued must detail the period to which the invoice corresponds, the breakdown/description of the expenses fear concept, as well as indicate the references **"N 2023-007"**

J. - WARRANTY PERIOD:
See Clause 22 of these Conditions.

K. - VARIANTS AND IMPROVEMENTS ACCEPTABLE:
Yes. Variants and improvements in the bids submitted by participating bidders are acceptable.

L. - CONDITIONS FOR CAPACITY:
See Clause 7 of these Conditions.

M. - SOLVENCY:
Financial and economic solvency: See Clause 7 of these Conditions.

Technical or professional competence: A statement of the main services of an equal or like nature to that of the object of the contract that have been carried out over the course of the last three years, including the values, dates and public or private recipients thereof. The aforementioned works or services must be certified through certificates issued by the competent organism in the event that the recipient was a public sector entity or, when the recipient was a private company, through the issuance of a certificate by the same. In the absence of certificates, the provision of services may be certified through a statement by the entrepreneur.

(*) Entrepreneurs must certify to have executed a minimum value of 183.810,00 Euros over the course of the aforementioned period, excluding taxes.

N. - SUBMISSION OF BIDS:

Format and place for presentation:
As indicated in the invitation. Using the Digital Envelope electronic bidding tool, which is integrated into the Public Contracting Services Platform of the Catalan Regional Government.

Closing date: May 13th of 2023
Closing hour: until 08:00 pm.

Format and place of submission: Through two envelopes in digital format, which will be called "Envelope Unique" and which must be submitted through the electronic bidding tool of Digital Envelope, integrated with the Public Procurement Services Platform of the Generalitat de Catalunya (See document "Main Points of the DIGITAL ENVELOPE"). The documents and the summary of the bid shall be duly encrypted.

O.- OPENING OF ENVELOPE UNIQUE CONTAINING THE ECONOMIC PROPOSAL AND OTHER CRITERIA QUANTIFICABLE BY MEANS OF AUTOMATIC FORMULAS:

Place and date: The opening of Envelope Unique shall be done in a private act.

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P. - CRITERIA FOR THE AWARDING OF THE CONTRACT:
As per **Appendix number 2** of these Conditions.

Q. - MODEL FOR BIDS CONCERNING THE CRITERIA TO BE ASSESSED THROUGH FORMULAS:
As per **Appendix number 1** of these Conditions.

R. - MODIFICATION OF THE CONTRACT:
No specific causes for contractual modification are foreseen.

S. - ASSIGNATION OF THE CONTRACT:
Possibility to subcontract any part of the service object of the tender:

Yes ☐

No ☒

See clause 23 of these Conditions.

T. - PROCESSING:
Ordinary, through the negotiated procedure without advertising provided for in article 168 of the LCSP, procedure regulated in articles 169 and 170 of the same Law.

U. - PUBLICATION:
There is no prior publication of the tender notice, in accordance with Article 168 of the LCSP.

V. - INFORMATION AND TROUBLESHOOTING SERVICE AVAILABLE TO BIDDERS:
Any doubts, questions and/or requests for information must be sent in writing to the following email address: *contractacio.publica@vhir.org*, 6 days before the end of the closing date for the submission of bids at the latest. The subject of the message must contain the code/record No.

Likewise, interested parties are hereby notified that the information concerning the processing state of these proceedings shall be published on the contracting profile, including any relevant clarifications and statements as appropriate. Interested parties are advised to regularly check the Contracting Profile to remain up-to-date on the situation of contracting procedures.

Vall d'Hebron Recerca

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SPECIFIC ADMINISTRATIVE BIDDING CONDITIONS

SUPPLY CONTRACT
PROCESSING: Ordinary
PROCEDURE: Negotiated without publicity
REGULATION: Not Harmonized

Contract code	*NEG 2023-007 ANALYSIS SERVICE (PROOF H2020PHC2016/MONTANER)*
Contract description	SERVICE FOR THE ANALYSIS Olink® Explore 3072 PROTEOMIC FOR THE NEUROVASCULAR RESEARCH GROUP OF THE FUNDACIÓ HOSPITAL UNIVERSITARI VALL HEBRON – INSTITUT DE RECERCA (VHIR)
CPV Code	71620000-0

I. GENERAL PROVISIONS

CLAUSE 1.- PURPOSE AND LEGAL FRAMEWORK OF THE CONTRACT

1. The purpose of these Specific Administrative Bidding Conditions is to lay down the conditions that will govern the awarding by the Fundació Hospital Universitari Vall Hebron – Institut de Recerca (hereinafter, "VHIR" or "the contracting entity"), the services object whereof is described in **section A** of the Summary Chart. The aforementioned conditions are defined in this document and its appendices.

The indication on the non-division into lots of the contract appears in **section F** of the Table Summary of Features.

2. The contracting entity is subject to the provisions of Law 9/2017, of 8 November, of Public Sector Contracts, by which they are transferred to the Spanish Legal Directives of the European Parliament and of the Council 2014/23 / EU and 2014/24 / EU, of February 26, 2014 (hereinafter, "LCSP"), relating to contracting not harmonized than as a contracting authority that does not have the character of Administration Public are applicable.

In relation to the eventual contractual modifications that may occur, it will be application of the regime provided for in subsection 4 of Section 3 of Chapter I of the Title I of the LCSP.

3. The contract is considered a private contract and is subject, in terms of its effects and termination, to private law, governed by this Specification, by the contract and documentation attached, and in everything not provided for, by civil and commercial legislation applicable.

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In the preparation and award of this contract, the provisions in Title I of the Third Book of the LCSP.

4. To resolve any discrepancies that may arise from the preparation, adjudication and contractual modifications, when the latter are based on non-compliance of what is established in articles 204 and 205 of the LCSP, when it is understood that said modification should have been the subject of a new award, the parties shall submit to the contentious-administrative jurisdictional order.

To resolve any discrepancy that may arise in relation to the effects and termination of this contract, the parties will submit to civil jurisdiction.

5. This List of particular administrative clauses, its annexes and the List of Particular technical requirements will be of a contractual nature. The contract will be adjusted to the content of this Specification, whose clauses will be considered an integral part of the respective contract.

6. The presentation of proposals implies the unconditional acceptance by the bidders of the content of this Specification and of all the documentation that makes up this tender, without any exception, condition or reservation.

7. The interpretation of the contract and the discrepancies on its application will be made taking into account taking into account, in the first place, the Specifications of particular administrative clauses and the technical prescriptions, which will prevail over any other standard.

Ignorance of the contract in any of its terms and of the other documents contractual of all kinds that may have application in the execution of the agreement, not exempt the successful bidder from the obligation to comply with them.

8. In the event that this Specification is translated into other languages, in the event of discrepancy, the version in Spanish will prevail.

CLAUSE 2.- ESTIMATED CONTRACT VALUE, BASE BUDGET FOR TENDER AND CONTRACT VALUE

1. The estimated contract value for the purpose of establishing awarding procedures, publication and the competence of the contracting organism is that which is stated in **section B** of the summary chart, and it does not include Value-Added Tax.
This estimated value has been calculated in conformity with the contents of article 101 of the LCSP. This value is the sum of the base budget for tender with any possible modifications and, when applicable, extensions or other options, in the terms established in these Conditions.

2. The base budget for tender of this contract is the figure stated in **section B.1** of the summary chart.

The breakdown of the base budget for tender is stated in **Appendix No. 6** of these Conditions.

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This base budget includes all assessment factors and any expenses which shall be borne by the successful bidder pursuant to the contractual documents and currently applicable legislation, as well as taxes of any nature, including Value-Added Tax.

Any bids for an amount greater than the base budget for tender or the prices per unit in which it is broken down shall be discarded outright.

3. The contract value shall be the value for which the tender is awarded plus the appropriate Value-Added Tax, which shall be stated under a separate heading.

The contract value shall be deemed to include all other taxes, levies and royalties of any nature that may be applicable, as well as any expenses to be borne by the successful bidder pursuant to the attached contract model a, the Specific Administrative Bidding Conditions and attached documents.

The award value shall under no circumstances exceed the base budget for tender. In the event that the bidder should exceed this or any other value, he or she shall be excluded from the procedure outright.

The VHIR shall not be bound to spend the entirety of the budget for tender, but rather, only those services that are effectively provided based on the prices offered shall be billed.

4. The value of the contract shall not be subject to review.

5. It is hereby stated that sufficient credit is available to fulfil the financial obligations arising from fulfilment of the contract that is the object of this document by the contracting entity until its conclusion.

CLAUSE 3.- DURATION OF THE CONTRACT

The duration of the contract is the period stated in **section C** of the summary chart or, as appropriate, the one stated by the bidder, whichever is shorter.

The start date of the contract will be the one stated during its formalization.

CLAUSE 4.- INVITATION TO TENDER, CONTRACT AWARDING PROCEDURE AND DOCUMENTS TO BE PROVIDED TO BIDDERS

Possibility of project extension. No

However, if this project were to be found, for any of the reasons that are not now can foresee, subject to the request of a possible extension, the end date will be susceptible to being extended, at most to the one that is finally authorized.

In this case, the extension will be agreed by the contracting body and will be mandatory for the successful bidder, in accordance with the provisions of article 29 of the LCSP.

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CLAUSE 5.- CONTRACTING PROCEDURE, PROCEDURE FOR THE AWARD OF THE CONTRACT AND DOCUMENTATION TO BE PROVIDED TO THE INVITED BIDDER

1. The contracting of the service in question will be awarded through the negotiated procedure without advertising provided for in Article 168 of the LCSP, a procedure that is regulated in Articles 169 and 170 of the same Law, and in accordance with the provisions of this File.

The award of the contract shall be made to the offer that presents the best overall value for money, in accordance with the award criteria contained in **Appendix No. 2** of this file.

NECESSITY AND SUITABILITY OF THE CONTRACT: The needs that the contracting entity intends to satisfy by means of this contract are those stated in the agreement of necessity.

3. DOCUMENTATION TO BE PROVIDED TO THE BIDDER(S): Together with the invitation to participate in the contract award procedure, the bidder(s) will be provided with all the documentation necessary to prepare their proposals, which includes the following documents:

- This Particular Administrative Clauses Sheet.
- Annex 1 (PCAP)
- Technical Specifications.
- Standard Contract

All of the above documents shall be of a contractual nature. Likewise, it is hereby stated that the model contract attached as an Appendix hereto governs the obligations of the contractor, including but not limited to means of payment, conditions for execution, contracting, payments to subcontractors and providers, penalties, termination of the contract, etc., which must therefore be taken into account by prospective bidders.

Pursuant to article 138.3 of the LCSP, the contracting organism shall provide all interested parties with additional information concerning the Conditions and other complimentary documentation they may request 4 days prior to the expiry of the term to submit bids whenever they have been requested at least 5 days prior to the closing date for the submission of bids.

4. CONTRACT MANAGER: A contract manager shall be appointed by the contracting entity, and his or her identity shall be disclosed to the successful bidder once the contract has been awarded. The aforementioned manager shall be in charge of supervising the execution thereof and adopting any decisions and issuing any instructions that may be required to ensure the proper execution of the contracted provision within the scope of the powers vested unto him or her.

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5. CONTRACTING ORGANISM: The contracting organism for this contract, in view of the value thereof, is the Manager of VHIR.

CLAUSE 6.- PUBLICATION OF THE INVITATION TO TENDER

This tender does not require the prior publication of a tender notice, in accordance with Articles 63, 166 and 168 of the LCSP.

II. BIDDING PROCEDURES

CLAUSE 7.- COMPANY INVITED TO SUBMIT AN OFFER

In this contracting, which is awarded by virtue of the provisions of Article 168.d) of the LCSP through the negotiated procedure without advertising, the company that has exclusivity for the provision of the service shall be invited to submit an offer.

CLAUSE 8- CONDITIONS ON THE CAPACITY AND SOLVENCY OF BIDDERS

1. Natural or legal persons, Spanish or foreign, who have full capacity to act in accordance with the provisions of Article 65 of the LCSP, who are not included in any of the prohibitions on contracting set forth in Article 71 of the aforementioned Law and who demonstrate the solvency required in these specifications and enjoy the business or professional qualification that, where appropriate, is required to carry out the activity or provision that constitutes the object of the contract, may contract with the contracting entity.

Likewise, its activity must be related to the object of the contract, as it results from its respective bylaws or founding rules, and it must have an organization with sufficient elements for the proper execution of the Contract.

The requirements of capacity, solvency and absence of prohibitions to contract must be met at the time of submission of the bid and must be maintained until the time of award and formalization of the contract.

2. In accordance with Article 75 of the LCSP, solvency may be accredited based on the solvency and means of other entities, regardless of the legal nature of the existing links, provided that it is accredited that, for the execution of the contract, it will effectively have these means at its disposal. However, with respect to educational and professional qualifications or professional experience, the capacities of other entities may only be used if they perform the part of the object of the contract for which such capacities are required. These third parties must accredit their capacity, aptitude and solvency as required in these specifications.

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In the event that the bidding company resorts to the capacities of other companies to accredit economic and/or technical solvency, in accordance with the provisions of Article 75 of the LCSP, or intends to subcontract, it shall indicate this circumstance in the DEUC as detailed in section 9.1.1 of this Folder and submit another separate DEUC for each of the companies to the capacity of which it resorts or which it intends to subcontract, duly signed. In the event that the economic and financial solvency of other entities is used, the bidder and the entities with which it collaborates for the performance of this contract shall be jointly and severally liable for the execution of the same.

3. The invited bidder must comply with the following solvency criteria. However, only the company proposed as the successful bidder(s) shall be required to provide documentary proof of compliance with these requirements. Notwithstanding the foregoing, the contracting entity may request, at any time prior to the award proposal, accreditation of compliance with these requirements.

Minimum solvency conditions and means of accreditation:

A) Financial and economic solvency:

· Statement on overall turnover and, if appropriate, on turnover in activities corresponding to the purpose of the contract during, at the latest the last three years available based on the date of creation and/or beginning of the activities of the company, insofar as figures for turnover are available. Overall yearly turnover must amount to at least 1,5 times the tender value of the service for which they are bidding.

In the event that a company could not provide the requested references for justified reasons, it may certify its economic and financial solvency through any other means deemed sufficient by the contracting entity.

B) Technical or professional competence:

· A statement of the main services of an equal or like nature to that of the object of the contract that have been carried out over the course of the last three years, including the values, dates and public or private recipients thereof. The aforementioned works or services must be certified through certificates issued by the competent organism in the event that the recipient was a public sector entity or, when the recipient was a private company, through the issuance of a certificate by the same. In the absence of certificates, the provision of services may be certified through a statement by the entrepreneur.

4. Foreign non-EU companies must likewise fulfil the requirements established in article 68 of the LCSP.

5. The contracting entity may contract with joint ventures that may be incorporated for this purpose on a temporary basis. This participation shall be implemented during the bidding

phase through the submission of a private deed stating the will to submit a bid jointly, specifying the names and information of those constituting said union, the share held by each of them and appointing a single representative or agent with sufficient powers to exert the rights and fulfil the obligations derived from the contract until the termination thereof, notwithstanding the existence of joint and several powers in other aspects, and undertaken the commitment to formally constitute themselves as such in the event that they are awarded the bid. It shall not be necessary to formalize it in a public deed until the bid has been awarded to them.

The aforementioned contractors shall be jointly liable before the contracting entity.

The formalization of the aforementioned joint venture in a public deed shall not be required until the contract has been awarded to it.

6. The contracting organism shall adopt any measures that may be required to ensure that the participation of companies that have participated in the drafting of the technical specifications or the preparatory documents for the contract, or that may have provided counselling to the contracting organism during the drafting of the contracting procedure, does not distort competition. In any event, the rules laid down in article 70 of the LCSP shall be observed.

In the event that a bidding company or a company related thereto may have participated in the drafting of the technical specifications or of preparatory documents for the contract, this fact must be stated expressly, specifying the nature of its participation and submitting the appropriate affidavit in Envelope No. 1.

7. Companies may only be awarded contracts the performance whereof is featured among the corporate purposes, object or field of activity stated in their articles of incorporation or founding rules.

8. Bidders with fifty or more permanent employees shall have to feature at least two percent of employees with disabilities with regard to the entirety of their staff or to fulfil the alternative measures established in Royal Decree 364/2005, of 8 April, or any law that may replace it.

9. The elements of the contract that constitute the minimum requirements to be met by all bids are described and developed in the Technical Specifications

CLAUSE 9.- BIDDERS' PROPOSALS: GENERAL RULES

1. Bids must be submitted within the maximum deadline established in **section N** of the Summary Chart and the Invitation to tender. Submissions submitted after the due date shall not be accepted under any circumstances.

All bidders must provide an address, telephone number, fax number, e-mail address and contact person for any communications and liaisons that may arise from these proceedings or that may affect the bidder in any way at the time of the submission of their bids, in concordance with the **Appendix No. 7.**

2. Bids must be valid for four months from the date of the opening of the submissions. After this period, bidders may choose to maintain or withdraw their proposals, upon which the parties will hold each other harmless and shall not be entitled to request any manner of indemnities or compensation. Bids that have not been withdrawn shall be deemed to be valid and binding to bidders for all intents and purposes according to these Conditions.

No bidder may underwrite a bid jointly with other bidders if they have already done so individually or participate in more than one such grouping. Any breach of the prohibition established in this paragraph shall lead to the refusal of all submissions made by said bidder.

4. Simultaneous submissions from related companies shall imply the effects established herein concerning the application of the regime for submissions with abnormal or disproportional values.

5. Should the bid be for a contract the purpose whereof is the surveillance, supervision, monitoring, control or direction of any contract, as well as coordination in matters of health and safety, said contract may not be awarded to the same company to which the corresponding contract has been awarded nor to a company related thereto.

CLAUSE 10.- FORMAT FOR THE SUBMISSION OF BIDS AND DIGITAL MEANS OF COMMUNICATION: GENERAL RULES

Electronic submission.

1. Bids must feature in a Unique envelope upon which the tender is stated. The contents of each envelope must likewise be stated thereon, broken down into a numerical list.

The Unique envelope must contain the documents certifying the prior requirements stated in article 140 of the LCSP, as well as the financial offer or aspects the assessment whereof depends on automatic formulae, which must be drafted according to the model attached hereto as **Appendix No. 1**.

Bidders may state which information of their proposal is of a confidential nature. The financial submission may under no circumstances be declared confidential. The contracting organism will guarantee the confidentiality of any information expressly classified as such within the boundaries of the law and whenever it does not affect the right to information of the rest of bidders in conformity with the provisions of applicable legislation on the subject of access to public information.

2. Bidding companies must submit documentation confirming their offers within the deadline stated in the invitation to tender using the Digital Envelope tool, which can be accessed by following the link below: *https://contractaciopublica.gencat.cat*

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(See the "Main points on the Digital Envelope" document).

Once they have accessed the Digital Envelope web tool through the link above, bidding companies shall have to fill in a form to register an account in the tool, after which they will be sent a message to the email address stated on the registration form for the activation of the submission[1].

Bidding companies must keep the email address used to activate the submission due to the fact that the link contained in the activation message is their exclusive means of access to file their submissions using the Digital Envelope tool.

Once they have accessed the website for the submission of bids through the link thus provided, bidding companies must prepare all required documents and attach them in digital format to the appropriate envelopes. Bidding companies may prepare and send these documents in stages before submitting their bid.

3. In order to begin processing the documents, the tool will prompt bidding companies to enter a **keyword** for each envelope with encrypted information that is a part of the bid (no keyword shall be required for envelope A, as its contents are not encrypted). This keyword shall be used to encrypt the documents when the bids are sent.

Likewise, the decrypting of submitted documents shall be carried out using the same keyword, which must be kept by bidding companies. It is necessary to keep in mind the importance of properly storing this or these keywords (they may be the same for all envelopes or a different one for each) as only bidding companies shall have them (the Digital Envelope tool does not store or save passwords) and they are essential to decrypt submissions and, therefore, to access their contents.

4. The Contract awarding committee shall request bidding companies to access the Digital Envelope web tool to enter their keywords at the appropriate time by sending them an email to the email address stated in the registration form for the Digital Envelope tool.

Once the bidding companies have entered their keywords, the decryption process will begin for the documents, which will be stored in a secure virtual space that guarantees the inaccessibility of the documents before the constitution of the contract awarding committee, as appropriate, and the opening of the envelopes at the stated date and time.

Bidding companies shall be requested to enter the keyword 24 hours after the deadline for the submission of bids has expired and, in all cases, they shall have to enter it prior to the opening of the first encrypted envelope, namely envelope No. 2.

As it is established in the document "Main points on the Digital Envelope", if the Contract awarding committee has not received the keywords that have been duly requested from bidding companies at the date of the opening of Envelope No. 2, said company shall be automatically excluded from the proceedings.

[1] Email addresses provided by bidding companies in the registration form for the Digital Envelope Tool, which shall be the ones used to send email messages concerning the use of the Digital Envelope Tool, must be the same as those stated in the DEUC to receive the appropriate notices and notifications.

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5. Once all of the documents for the submission have been filled in and the documents that make it up have been attached, the submission of the bid per se may be carried out. From this point onwards, any documents that have been provided will no longer be modifiable.

In the event that any of the documents submitted by bidding companies is damaged, blank, illegible or infected by a virus, the contract awarding committee will consider the legal consequences concerning the participation of said company in the proceedings that would arise from the inability to access any of the documents in the submission based on which documents have been affected. If the documents in question are essential to know or assess the submission, the committee may decide to exclude said company.

Bidding companies may submit a backup copy of submitted digital documents in physical digital format, which will be requested from bidding companies as required in order to access the contents of documents that have been damaged. In this respect it is necessary to keep in mind that it is important not to manipulate these files in order not to alter their digital footprint, which will be checked to ensure the concordance of the documents with the backup copies that have been sent in physical digital format and those that have been sent in the submission through the Digital Envelope tool.

6. The following formats will be accepted for digital documents: -
- **PDF.**

7. Submissions from parties that incur in any of the circumstances stated in article 71 of the LCSP on exclusions from contracting shall not be accepted under any circumstances. Any submissions that are incomplete, anomalous, or that contain omissions, mistakes or statements that do not allow for a correct understanding of their terms and, ultimately, do not allow for a clear knowledge of the conditions to assess the submission or may lead to error, will likewise be excluded from the procedure.

8. Pursuant to additional disposition fifteen of the LCSP, the processing of this Invitation to tender implies the sending of notices and notifications as appropriate exclusively through electronic means.

Notwithstanding the above, spoken communication may be use for any notifications other than those concerning essential elements, that is, the conditions and submissions, duly documenting the contents of the aforementioned spoken communication, for instance, through written or recorded records of the main elements of communication.

Periods of time after notifications will be computed from the date on which said notifications were sent should the object of the notification have been published on the same day on the profile of the contracting organism's contracting profile. Failing that, time will be counted from receipt of the notifications thus sent by the recipient company. Notwithstanding this, the terms of notifications that have been carried out concerning special appeal procedures before the Catalan Contracts Court shall be counted from the date on which the notification warning was sent.

9. Moreover, in order to receive any information concerning this tender, companies that wish so and, in all cases, bidding companies must be recorded as interested parties in this tender through the update subscription service of the virtual bidding space made available to them for this purpose on the contracting profile of the contracting organism and which can be accessed on the Public Contracting Services Platform of the Catalan Regional Government:

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https://contractaciopublica.gencat.cat

This subscription will allow for notifications on any news, publications or warnings to be sent immediately to the email addresses of subscribers.

Likewise, certain notifications to be carried out as a consequence of the bidding and awarding procedures for this contract shall be made on the notice board associated to the virtual bidding space for this tender on the Public Contracting Services Platform. This digital notice board, which contains faithful information on the authenticity, integrity, date and time of publication of published information, will also contain information concerning the tender and the contract.

10. Digital certificates. Pursuant to the first additional disposition of DL 3/2016, the use of an advanced electronic signature based on a quality certificate or an acknowledgment of electronic signatures under the terms established in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, will be sufficient. Therefore, this is the minimum required safety level of the electronic signature certificate that will be accepted for the signing of the ESPD and the submission.

With regard to foreign EU certificates, certificates from any country in the European Union will be accepted pursuant to the aforementioned Regulation (EU) No 910/2014 on electronic identification and trust services, which states that "a qualified electronic signature based on a qualified certificate issued in one Member State shall be recognized as a qualified electronic signature in all other Member States".

CLAUSE 11.- SUBMISSIONS BY BIDDERS: DOCUMENTS

11.1. <u>Documents to certify compliance with prior requirements</u>

<u>ENVELOPE UNIQUE</u>

Title: Documents certifying compliance with prior requirements.

CONTENTS:

"Envelope Unique" must contain the document(s) stated below:

11.1.1. European Single Procurement Document (ESPD).

The contracting organism will accept a European Single Procurement Document (ESPD) that has been duly filled in and updated as preliminary evidence of the fulfilment of the legally established provisions to contract with the public sector as well as of the requirements for capacity and solvency established herein.

Therefore, bidding companies must submit the ESPD through which they declare their capacity and economic, financial and technical solvency in conformity with the minimum requirements stated in these conditions; that they do not incur any of the grounds for exclusion from contracting or, if so, that they have adopted measures to demonstrate their

trustworthiness in all legally appropriate cases; that they are up to date in the payment of their tax and social security obligations, and they comply with all other requirements stated herein.

Bidding companies may fill in the ESPD form through the online service of the European Commission through which it is possible to import the ESPD model for this tender, fill it in, download it and print it out for submission. The model for this document can be downloaded from the following link:

https://visor.registrodelicitadores.gob.es/espd-web/filter?lang=es

Moreover, the specific instructions on filling in the ESPD are also available as an additional document in the file for this tender. These may be accessed at the following link:

https://ec.europa.eu/isa2/solutions/european-single-procurement-document-espd_es

Special aspects concerning temporary joint ventures:

a. Each entrepreneur in the joint venture must submit the appropriate ESPD or affidavit.
b. It is necessary to submit a document certifying the appointment of a single representative of attorney endowed with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until the termination thereof, as well as a statement of the names and information of the entrepreneurs underwriting it, the share held by each one of them, and their commitment to formally constitute a joint venture in the event that the contract is awarded to them.
c. The temporary Tax Identity Number assigned by the competent administration may also be attached. It shall not be necessary to formalize it in a public deed until the bid has been awarded to the joint venture.
Other special aspects:

- Whenever an entrepreneur invokes the solvency and means of other entities, each one of them shall have to submit a duly filled in ESPD form.

The contracting organism will prompt the company to which the contract will be awarded so that it may certify compliance with the requirements for personality, capacity and solvency by submitting the documents stated in clauses 6 and 12 of these Conditions prior to the awarding of the contract.

In any event, the contracting organism may request that bidders submit documents certifying compliance with the conditions established to be awarded the contract laid down in the aforementioned clauses 6 and 12 of these Conditions at any time prior to the adoption of the proposal for award.

11.1.2. Should a company wish to invoke the capacity of other entities, it will have to submit the written commitment of the aforementioned entities pursuant to the provisions of article 75.2 of the LCSP.

11.1.3. Document certifying the constitution of the provisional security whenever it is required pursuant to section G of the Summary Chart.

This security shall guarantee the maintenance of offers until the conclusion of the contract, and it may be provided in some of the ways established in section 1 of article 108.

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The provisional security shall be automatically terminated and returned to bidders after the conclusion of the contract.

11.1.4. In the event that several entrepreneurs should participate together in a joint venture, a commitment to constitute said joint venture must be provided in accordance with the provisions of article 69.3 of the LCSP.

11.1.5. In the event that the contract is executed in Spain, foreign companies must submit a statement whereby they submit to the jurisdiction of the courts and tribunals of Spain of any order for all matters directly or indirectly arising from the contract, expressly waiving any foreign jurisdictions that might apply to them.

11.1.6. Affidavit concerning the part or parts of work that will be subcontracted and, if this information is available, the names of the contractors.

11.1.7. The APPENDIX No. 7.

11.2. The financial offer and other references that can be assessed automatically must be formulated according to the model attached hereto as **Appendix No. 1**.

With regard to the financial offer, all manner of necessary expenses, arbitrations or fees arising from the Contract and its proper execution shall be deemed to be included in the offered price.

Moreover, the submitted price must contain a separate heading for the currently-applicable Value-Added Tax. Any changes in VAT rates shall be applicable from the date of their validity onwards.

Failure to follow the submission model established in **Appendix No. 1** shall imply the exclusion of the submitting company.

Any submissions for an amount greater than the base budget for tender or per unit prices in which it is broken down will be excluded outright.

The proposal will have to accredit compliance with the elements of the service that constitute the minimum requirements that must be met by all bids as set forth in Clause 7 of this document.

CLAUSE 12.- CRITERIA FOR THE AWARDING OF THE CONTRACT.

1. The final offer(s) submitted by the company(ies) invited after prior negotiation shall be studied, evaluated and weighted in accordance with the award criteria established in **Appendix No. 2** hereof. The scoring formulas for the bids subject to automatic criteria are also shown graphically in **Appendix No. 2**.

The presentation of the final bid by the bidder implies that it complies with the legal system and that it may be executed in accordance with its terms.

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Telephone: 93.489 44 59
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2. The award decision shall be justified and, unless it contradicts the offer made by the contract awarding committee or it is based on different considerations, it shall be understood to adopt the reasons contained in the proposal of the aforementioned Contract Awarding committee.

3. Allegedly abnormal or disproportionate submissions will be examined in accordance with the provisions of **Appendix No. 2**.

Should a submission be identified as allegedly abnormal or disproportionate based on the application of these criteria, the contracting organism will request from affected bidders any information and justifications it deems fit concerning the different components of the submission in writing from the affected bidders, in concordance with the article 149 LCSP. This procedure must be carried out within a maximum period of five working days.

Once the requested information and justifications have been received, the contracting organism will request a technical report from the technical services of the entity to assess the justifications provided by bidders incurring in an alleged abnormal or disproportionate submission.

The relationship between the financial offer made by the bidder and the other elements offered will be taken into account for the analysis of the justification of submissions that may be deemed abnormal or disproportionate.

Based on the justification of the bidder and the technical report, the contracting organism will assess whether or not the submission may be fulfilled by the bidder as a consequence of the inclusion of abnormal or disproportionate values. Should the submission be deemed to be abnormal or disproportionate, the contracting organism shall exclude it from the tender procedures.

Should an abnormally low offer reveal that the per unit prices of salaries for the employees involved in the submission are below the values established in the applicable collective agreement, a complementary technical report may be requested from a labor union or trade union in order to verify the suitability of the offer in relation to wage prices.

Likewise, submissions will be excluded in the event that, during the hearing proceedings for a bidding company that has submitted a bid that has been deemed to be abnormally low, it is revealed that the per unit prices of salaries for the employees who will execute the contract are below those established in their collective agreement.

4. In the event of a tie between the scores obtained by bids from bidding companies, the following shall be given priority for the awarding of the contract:

- The proposal submitted by the company that has obtained the highest technical score.

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- The bid submitted by those companies with over 2% of employees with disabilities in their staff at the time of the certification of their technical solvency, whenever their submissions match the most advantageous one in terms of the criteria used as the basis for the award.
- Bidding companies with the highest number of permanent employees with disabilities in their staff will be given preference for the award.
- Bids submitted by entities acknowledged as Fair Trade Organizations shall be given preference for the award of contracts the object whereof is products for which there are fair trade alternatives.
- Propositions submitted by companies which include measures of a social and labor nature promoting equal opportunities between men and women by the closing date of the period for the submission of bids.
- The proposal presented by the company to accredit greater parity between men and women in its governing body. This criterion will only apply if the tied parties are companies with non-sole governing bodies.
- The tie will be resolved by calling the bidders with tied bids in a public draw when the other criteria have not resolved the tie.

Should the tie persist once the additional award criteria have been applied, the contract will be awarded through a draw that will be carried out in public after having published a call on the Contracting Profile.

CLAUSE 13. - CONTRACT AWARDING COMMITTEE

The Contract Awarding Committee is made up from the following members:

President: Head of the VHIR Tenders and Procurement Unit, or the substitute person.

Member 1: A person representing legal services Legal Unit of the VHIR, or the substitute person.

Member 2: Head of the Accounting and Revenue Unit of the VHIR, or the substitute person.

Member 3: Head of the Competitive Research Projects Unit of the VHIR, or the substitute person

Member 4: A representative person of the sectoral management o group proposing the tender.

Secretary: A person of the Tenders and Procurement Unit, or the substitute person.

During the constitution of the Contract Awarding Committee, its members will issue statement on the existence or inexistence of any prior incompatibilities of a general nature according to the LCSP. In the event that an incompatibility should exist, the member of the Committee affected by the same shall have to leave said committee and, in this case, the substitute member would occupy his or her place or another member who would fulfil any

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Telephone: 93.489 44 59
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requirements for experience and suitability would be appointed to replace the member incurring in the aforementioned incompatibility.

CLAUSE 14.- OPENING AND EXAMINATION OF THE SUBMISSIONS, NEGOTIATION OF THEIR TERMS AND EVALUATION OF FINAL BIDS

1. Once the term established in the call for the submission of bids has expired, "Envelope 1" will be opened in order to verify that it contains the documents established in clause 9.1 hereof and to qualify the validity thereof.

The Contract Awarding Committee may request from bidders that they submit the entirety or part of the documents certifying their suitability, capacity and solvency for the purpose of verifying any one of the points in the statement on the fulfilment of prior requirements whenever it deems there to be reasonable doubts on the validity or trustworthiness of the statement, or whenever it is required to ensure the good development thereof. The deadline to contribute the required documentation shall be five days from the receipt of the aforementioned request.

2. Following that, if appropriate, bidders will be notified of the existence of any amendable defects or omissions and a deadline will be set for the bidders to submit their statements. This deadline shall under no circumstances be greater than three calendar days from the date of the aforementioned notification.

Defects that involve failure to fulfil requirements shall be deemed to be unamendable, and those that refer to a mere lack of certification thereof shall be deemed to be amendable. The decisive moment to assess compliance with the requirements for capacity in order to enter into the contract shall be the end of the delay for the submission of bids.
Any bidders who display unamendable defects or who have failed to amend any defects within the period of time granted shall not be accepted and excluded forthwith.

Moreover, the Contract Awarding Committee may request clarifications from bidders concerning the certificates and documents that have been submitted or to request that they submit additional documents or certificates.

3. Failure to submit any of the documents required in Envelope 1 shall be grounds for exclusion from the tender procedure unless the Contract Awarding Committee deems it to be amendable and it is amended within the allotted period of time.

Submissions from entrepreneurs who have been excluded from the tender shall be excluded from the awarding procedures and the envelopes that contain them shall not be opened.

4. Once the general documentation submitted in Envelope Unique has been examined and qualified, and any defects or omissions in the documentation submitted have been amended, the admission of the company/s invited to participate in this contracting procedure shall be determined.

5. The contracting authority shall initiate the negotiation phase of the initial bid(s), ensuring that all bidders, if there is more than one, are treated equally and shall not provide, in a

discriminatory manner, information that may give advantages to certain bidders over the rest.

The contracting authority will inform in writing all bidders whose bids have not been excluded, of any change in the technical specifications or other procurement documentation that does not establish the minimum requirements referred to in Article 166 of the LCSP and will grant them, where appropriate, sufficient time to submit a new revised offer, adapted to the new requirements.

6. Once the negotiation phase has begun, the contracting body, directly through its technical services, will negotiate with the bidder(s) the initial offer(s) that it has/ have not submitted, as well as all subsequent offers that have been submitted with the objective of improving their content and adapting them to the requirements indicated in the bidding documents and, if applicable, to the complementary documents.

The negotiate items will be the following ones:

- Price of the service
- Reduce the delivery time of the result established in clause 4, from samples arriving at the successful bidder.

Invitations to negotiate shall be sent in writing to all bidders by electronic means and they shall be given sufficient time to reformulate their bids. This period shall in no case be less than 2 working days.

7. When the contracting authority decides to close negotiations, it shall inform all bidders, if there is more than one, of this fact and shall grant a common time limit for all of them to submit new or revised bids for the last time.

The last new or revised bids submitted by the bidders shall be considered final bids.

The technical services of the entity shall verify that the final bids comply with the minimum requirements and that they meet all the requirements established in the bidding documents, shall evaluate them in accordance with the award criteria set forth in **Appendix No. 2**. of these bidding documents, shall propose the classification in descending order of score and shall formulate the award proposal in favor of the candidate that has obtained the best score, which shall be submitted to the contracting body.

In order to formulate said classification proposal, the technical reports deemed pertinent may be requested.

8. Once the proposal from the Contract Awarding Committee has been accepted by the contracting organism, the appropriate service will request the bidder who submitted the best bid to provide the following documents within a period of ten (10) working days counting from the day following that on which the request was received, in accordance with the provisions of article 145 of the LSCP:

➢ **In the event that the company is not recorded in the ROLECE or the RELI:**

(i) Documents certifying legal personality and capacity to enter into contracts:

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a) Individuals (single-person companies and professionals) must submit their National Identity Document (DNI) or the document substituting it and their Tax Identity Number (NIF) in the event that it is not featured on the aforementioned DNI.

b) Companies must provide their Tax Identity Number as well as the deed or document of incorporation, the articles of incorporation or founding deed and any modifications thereto, containing the rules whereby its activity is regulated and having been duly recorded, as may be required by applicable commercial legislation, in the Commercial registry. Whenever said recording is not required, certification will be carried out through the submission of the deed or document of incorporation, the articles of incorporation or founding deed and any modifications thereto, containing the rules whereby its activity is regulated and having been duly recorded, as may be required, in the appropriate public registry.

c) If the entrepreneur is acting through a representative or is a company, it shall be necessary to submit:

c.1.) A public deed of power of attorney that has been duly recorded in the appropriate public registry.

c.2.) The National ID Number and Tax Identity Number of the representative and of the signor of the financial offer.

d) The capacity to act of non-Spanish companies from member states of the European Community or signatories of the agreement on the European Economic Space must be certified through their recording in the appropriate records in accordance with the legislation of the state in which they were incorporated or by submitting a sworn statement or a certification under the terms established by regulations with any applicable European laws.

e) The capacity to act of foreign companies not included in the section above must be certified in accordance with the rules established in article 68 of the LCSP.

f) As it has been stated above, bids may be submitted by unions or joint ventures of companies constituted temporarily to this effect, and it shall not be necessary to formalize it in a public deed until the bid has been awarded to them. The aforementioned contractors shall be jointly liable before the contracting entity.

In such cases, both in what concerns individuals and corporations, each one of the joint venture's members shall have to certify their capacity to enter into contracts, legal personality and representation. It shall be compulsory to the names and information of those constituting said union, the share held by each of them and appointing a single representative or agent with sufficient powers to exert the rights and fulfil the obligations derived from the contract until the termination thereof.

Bidders who are a part of a temporarily incorporated group or joint venture may not participate in the same tender individually or in more than one joint venture.

In the event that part or the entirety of the stated documents have already been submitted to the contracting entity and have not been subject to any amendments or updates and therefore being fully valid, the bidder shall not have to provide the same again whenever he or she provides a duly filled in certificate of the validity of the aforementioned documents as per the model of **Appendix No. 4** under his or her own responsibility.

Pg. Vall d'Hebron 119-129, 08035 Barcelona
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Telephone: 93.489 44 59
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(ii) **Documents to certify economic, financial, professional or technical solvency:** as per the provisions of clause 6 of these Conditions.

(iii) **When required, by justifying the constitution of a definitive security, when required.** In the event that bidders should fail to submit the definitive securities by the established deadline, the proposal for award shall be made to the next candidate by score, providing him or her with the appropriate deadline to constitute the aforementioned security.

(iv) **Other documents:**

a) Registration with the Economic Activities Tax, under the heading that is appropriate to the object of the contract, and the latest tax receipt for the same, as long as the bidder carries out activities that are subject to and not exempt from the aforementioned tax.

Moreover, in the event that the selected company is eligible for exemption from this tax pursuant to article 82 of Legislative Royal Decree 2/2004, of 5 March, whereby the Consolidated Text of the Law governing local tax agencies is approved, the bidder shall have to submit an affidavit stating the legal grounds for exemption and the statement document for the taxpayers' census.

b) A specific document certifying that the company is up to date with its tax obligations issued by the Tax Administration in compliance with article 43 of General Tax Law 58/2003, of 17 December.

c) A positive administrative certification issued by the Catalan Regional government certifying that the company is up to date with its tax obligations with the aforementioned administration.

d) A positive certification issued by the competent authority certifying that the company is up to date with all Social Security obligations.

e) In the event that solvency through external means is used, the submission of a commitment as per article 75.2 of the LCSP.

f) A commitment for the ascription of means as per article 76.2 of the LCSP.

- **Should the company be registered in the ROLECE or the RELI:**

(i) A document certifying recording in the ROLECE or the RELI and a certificate on the validity of the information contained therein. Should any of the information stated above not be featured in the RELI, said information shall have to be provided separately.

(ii) Accreditation of not being subject to incapacity or prohibitions to contract with the public sector as determined by current legislation, which may be done by means of judicial testimony or administrative certification, as the case may be, and when this document cannot be issued by the competent authority, it may be substituted by a responsible statement issued before an administrative authority, notary public or qualified professional body, in accordance with **Appendix No. 4** of this bidding document. This declaration must expressly state that the company is up to date with its tax and Social Security obligations

Pg. Vall d'Hebron 119-129, 08035 Barcelona
Edifici Mediterrània, 2ª planta
Telephone: 93.489 44 59
contractació.publica@vhir.org / https://vhir.vallhebron.com/ca

imposed by the provisions in force. In the case of a company belonging to a Member State of the European Union and this possibility is provided for in the legislation of the respective State, this certification may also be replaced by a declaration of responsibility issued before a judicial authority.

(iii) In the event that solvency through external means is used, the submission of a commitment as per article 75.2 of the LCSP.

(iv) A commitment for the ascription of means as per article 76.2 of the LCSP.

(v) When required, by justifying the constitution of a definitive security, when required. In the event the successful bidder should fail to submit the definitive securities by the established deadline, the proposal for award shall be made to the next candidate by score, providing him or her with the appropriate deadline to constitute the aforementioned security.

Failure to fulfil this requirement within the established deadline shall be construed as a withdrawal of the submission by the bidder, from whom 3% of the base tender value, without VAT, shall be demanded, as a penalty. This shall be made collected from the provisional security, if it has been constituted.

In this case, the same documents shall be requested from the following order in which the submissions were ranked.

III. AWARDING AND UNDERWRITING OF THE CONTRACT

CLAUSE 15.- AWARDING OF THE CONTRACT

1. The contracting organism will award the contract to the submission that displays the best value for money through a justified decision it will notify to all bidders and that it will publish on the Contracting Profile of the entity within a maximum of five (5) working days from the constitution of the definitive security, when applicable, and once the documents stated in the clause above have been submitted.

The decision on the awarding of the contract must be justified based on the criteria for award contained herein, it must specify the reasons for which any bids are rejected as well as the features and advantages of the selected submission, including a statement of the total and partial scores obtained by all accepted companies in each of the criteria for award. Acceptance of the award decision drafted by the Contract Awarding Committee by the contracting organism shall be deemed to be sufficient grounds for said decision.

Moreover, the award decision shall state the deadline within which the contract will have to be underwritten.

In the absence of acceptable submissions in accordance with the award criteria, this invitation to tender shall be declared null and void.

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Edifici Mediterrània, 2ª planta
Telephone: 93.489 44 59
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2. Submitted bids, both those that have been accepted and those that have been excluded and not opened, shall be archived.

3. Should the contracting organism refuse with the award proposal formulated by the Contract Awarding Committee, it shall have to justify the grounds for said refusal in the decision.

4. Once the deadlines established in article 158 of the LCSP for the awarding of the contract have expired without the issuance of an award decision, bidders shall be entitled to withdraw their submissions without the right to indemnities. Nevertheless, the contracting organism may request from contractors that they maintain their submissions for a longer period of time after having notified bidders and made a publication on the Contracting Profile, maintaining the bid with those bidders who may choose to accept the extension.

CLAUSE 16.- DEFINITIVE SECURITY

The successful bidder must constitute the definitive security for the amount of 5% of the award value, without VAT, prior to formalizing the contract. **Said security may be submitted in the ways established in article 108 of the LCSP.**

If it is a bank guarantee, said guarantee must be formalized according to the guarantee model included in **Appendix No. 5.A** attached hereto, and the guarantor will have to comply with all legal requirements.

If it is a surety insurance contract, said contract will have to have been duly executed under the conditions established by regulations with an insurance company authorized to operate in Spain in the surety insurance branch, and it shall be necessary to deliver the contract certificate to the contracting organism.

Said insurance must be formalized in the appropriate policy which must be formalized in a certificate, the model whereof is attached as **Appendix No. 5.B** hereto, and the insurance company shall have to comply with all legal requirements.

Moreover, the definitive security may be constituted through a price deduction. This deduction shall be made from the first bill issued by the successful bidder and, should the value thereof not be sufficient to constitute the entirety of the security, it would be withheld from subsequent bills issued by the successful bidder until the entirety of the guaranteed amount is covered. No payments shall be made to the successful bidder until the definitive security is entirely constituted.

Whenever, as a consequence of the modification of the contract and for any reason whatsoever, the price of the same should increase or decrease, the security thus constituted would be readjusted by the necessary amount in order to maintain the due proportionality between the security and the base contract budget in force from time to time.

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Edifici Mediterrània, 2ª planta
Telephone: 93.489 44 59
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The return or cancelling of the definitive security shall be carried out once the deadline for the warranty has expired and the contract has been successfully carried out or terminated for reasons not attributable to the contractor and following the procedures stated therein.

The return or cancellation of the definitive guarantee will be carried out once the guarantee period has expired and the contract has been satisfactorily completed, or the contract has been terminated for reasons not attributable to the contractor and following the procedure established therein. The processing of the refund must be carried out by means of the following e-mail address: devolucio.avals@vhir.org

CLAUSE 17.- FORMALIZATION OF THE CONTRACT

1. As established in article 153.3 of the LCSP, in case the contract, in the event that the contract should be susceptible to a special contract appeal, in concordance with the article 44, the contract will not be formalized before fifteen (15) working days after the delivery of the award notification to bidders.

Otherwise, the contract shall be formalized, within fifteen (15) working days from the day on which the notification of award has been made.

Services that depend on the contracting organism shall request the formalization of the contract from the successful bidder within a period of no more than five days counting from the day after the request was received, and after the deadline stated in the paragraph above, in the absence of any appeals entailing the suspension of the formalization of the contract. Procedures will be carried out in the like manner once the administration competent for the resolution of the appeal has lifted the suspension.

2. Whenever the contract may not have been formalized within the allotted period of time for reasons attributable to the successful bidder, he or she shall be liable to pay an amount equivalent to 3% of the base bidding value without VAT as a penalty. This shall be made collected from the provisional security, if it has been constituted.

In this case, the contract would be awarded to the next bidder in the order in which the submissions were ranked, after the submission of the documents established in clause 12 hereof.

3. The contract may not be executed prior to its formalization.

4. The contract must be formalized in the headquarters of the contracting organism and in writing, through a private deed, according to the model attached hereto. The contract shall be concluded with its formalization.

Pg. Vall d'Hebron 119-129, 08035 Barcelona
Edifici Mediterrània, 2ª planta
Telephone: 93.489 44 59
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The successful bidder may request that the Contract be formalized as a public deed. In that case, the bidder would bear the expenses arising from the same.

IV. GENERAL CONSIDERATIONS

CLAUSE 18.- PAYMENTS TO THE SUCCESSFUL BIDDER

According to Law 25/2013, of December 27, 2013, on the promotion of electronic invoicing and the creation of the accounting registry of invoices in the Public Sector, in its Article 4, "*All suppliers who have delivered goods or provided services to the public administration may issue and send electronic invoices. In any case, they will be obliged to use the electronic invoice and to submit it through the corresponding general entry point...".*

The awarded company will invoice electronically the services actually performed. The DIR3 codes to be able to issue the invoice are the following:

DIR3	ACCOUNTING OFFICE	DIR3	MANAGING BODY	DIR3	PROCESSING UNIT
A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)	A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)	A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)

In the event that the issuance of the electronic invoice is not feasible for exceptional reasons, the contractor will invoice each service rendered through its corresponding invoice, which must be sent to the following e-mail address: factures@vhir.org

Billing will be based on milestones. In no case will the maximum amount be binding on the VHIR, but only the supply and service actually provided will be paid based on the prices finally awarded.

Each bill issued must state the period to which it corresponds, the breakdown of expenses per item, and it must also contain the reference of the record number.

Actual payment for services rendered shall be made by bank transfer, due 30 days / invoice date.

Effective payment for services provided will be made according to what it is established in the Clause: Billing and payment.

The contracting entity shall pay for the services once they have been carried out fully or in part and once the bill has been sent to its records. In accordance with this guideline, payments in advance for part or the entirety of the contract price are not considered.

Under no circumstances will the contractor be entitled to a price review.

The VHIR tax data required to be included in the invoice are the following:

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> CIF: G-60594009
> Passeig Vall d'Hebron, 119-129
> 08035 Barcelona

In case the invoice is not issued according to the criteria established in this document, VHIR reserves the right to pay the invoices until they do not indicate the correct data.

Once the contract ends, including any extensions that may be formalized, VHIR will only accept invoices issued after the end of the contract as long as the period of execution of the same is within the term of the bid.

Once the contract period has expired, VHIR will only pay invoices issued within two (2) months after the end of the contract, as indicated in the preceding paragraph.

CLAUSE 19.- RISK AND PERIL AND PRICE REVISIONS

The execution of the contract shall be carried out at the risk and peril of the successful bidder.

The successful bidder shall not be entitled to price revisions in view of the features of this contract[2].

CLAUSE 20.- MANAGEMENT AND MONITORING OF THE EXECUTION OF THE CONTRACT

The contract manager appointed by the contracting entity shall carry out the following tasks:

- Supervising the execution of the awarded contract.
- Ensuring fulfilment of the obligations undertaken by the successful bidder, including both those stated in the conditions and in the submission or bid.

[2] Price revisions shall only be possible under the circumstances established in articles 103 and 19.2 of the LCSP.

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- To send any order and instructions that may be required to ensure proper performance of the service to the successful bidder.
- To carry out an interlocutory role with the technical coordinator or manager appointed by the successful bidder.
- To ensure that the contracted company certifies compliance with the obligation to enroll all employees assigned to the execution of the contract to the Social Security scheme. To this end, the contract manager may request the payrolls and TC1 and TC2 forms from the successful bidder with each bill in order to certify payment of wages and Social Security contributions for the employees executing the contract, and to attach these documents to each approved bill.

CLAUSE 21.- CONDITIONS FOR THE EXECUTION OF THE CONTRACT AND ESSENTIAL OBLIGATIONS OF THE CONTRACT

1. Special conditions for the execution of the contract.

The following are established as special conditions for the execution of the contract:

- Payment of bills from subcontractors and/or providers arising from the works that are the object of these Conditions by the contractor must be carried out within the deadlines established by Law 3/2004, of 29 December, whereby measures to combat arrearage in commercial operations are established. Moreover, and in accordance with the terms of the contract, the contracting company must provide documents to justify effective compliance with the terms of payment to subcontracting companies that may be required by the contract manager and, in any case, once the works have been completed.

- The commitments undertaken by the successful bidder in his or her bid concerning sustainable public contracting.

2. Essential obligations of the contract:

- The contractor will be bound by the bid he or she has submitted, the fulfilment whereof in the entirety of its terms shall be an essential obligation of the contract.

- Compliance with the special conditions for execution established in clause 23.1 hereof shall be an essential obligation of the contract.

- Effectively dedicating or assigning the personal and/or material means stated and undertaken in the offer to the execution of the contract.

- The obligations established in these Conditions and in the model Contract which are attributed the nature of essential obligations of the contract.

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- Effectively dedicating or assigning the personal and/or material means stated and undertaken in the offer to the execution of the contract.

- Compliance of the services that are the object of the provision to the prescriptions established in the Technical Specifications and in the bid submitted by the successful bidder.

CLAUSE 22.- OBLIGATIONS OF THE SUCCESSFUL BIDDER

As well as the obligations established in currently obligation, the successful bidder shall undertake the following obligations:

a. To specify, at the request of the contracting entity, which specific people will carry out the provisions, and to notify it of any replacements or changes in said employees, certifying that their professional situation is legally valid.

b. To appoint a person in charge of supervising proper performance of the work and personal behavior and of acting as a liaison with the contracting entity and the contract manager.

c. To cover the publication expenses for the invitation to tender established herein. To this end, the contracting entity will discount said amounts from the first bill issued or from the following ones, as may be required.

d. To carry out a proper environmental management of the execution of the contract, adopting as many measures as may be required to minimize its possible impacts (minimizing its acoustic and environmental impact, properly managing waste and wrappers, etc.) in accordance with currently applicable legislation.

e. Not to disclose any information or facts that are not public or widely known information concerning the object of the contract and which were disclosed to the bidder within the context of the same.

f. To ensure strict compliance with the provisions of (EU) Regulation 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 the free movement of such data and by which the Directive 95/46 / EC (hereinafter, "RGPD"), and remaining current legislation that develops it.

g. To comply with currently applicable tax, labor and social legislation and general regulations on workplace health and safety. To this end, the successful bidder will be bound to provide, at the request of the contracting entity, the contractors' and subcontractors certificate issued by the tax administration covering the entirety of the contract period.

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h. To issue any documents required for compliance with the contract drafted in Catalan and to use said language when carrying out the contract.

i. To underwrite a civil liability insurance policy for an amount sufficient to cover liabilities of any nature that may arise from the execution of the contract.

j. To ensure that all of the actions in this contract guarantee respect for the principles of non-discrimination and equal treatment with regard to non-discrimination on the grounds of sex, sexual orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, disability or of any other nature, and to guarantee the dignity and freedom of individuals.

k. To facilitate and provide the information stated in Law 19/2014, of 29 December, on transparency, access to public information and good government.

l. To comply with the following obligations concerning the ethical principles and rules of conduct to which contractors must suit their activity in development of the provision of article 55.2 of Law 19/2014, of 29 December, on access to public information and good government:

- To adopt an ethically exemplary behavior, abstaining from fostering, proposing, promoting or carrying out any manner of corrupt behavior both with regard to what the Criminal Code defines as corruption as well as to ethically abhorrent behaviors, to notify competent administrations of any manifestation of these practices that may, in their view, be present or may affect contractual procedures or relations, and not to carry out any actions that may violate the principles of equality of opportunities and freedom of competition.
- To observe the ethical principles, rules and standards of the activities, trades and/or jobs that correspond to the provisions that are the object of the contract.
- Not to carry out any actions that may endanger public interest with regard to the field of the contract or contracted services.
- To denounce any irregular situations that may arise throughout the contracting process during the execution thereof.
- To immediately notify any possible situations of conflict of interest, understood as any situation in which members of the staff of the awarding power of a contracting service provider acting in the name of the awarding power may participate in the development of the contracting procedure or may influence the results of the aforementioned procedure whilst having a direct or indirect financial, economic or personal stake that could compromise their impartiality and independence in the context of the contracting procedure, to the contracting organism. Moreover, the bidder must likewise consider the provisions concerning conflicts of interest contained in Directive 2014/24/EU.

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- Not to directly or indirectly request that holders of public office or civil servants may influence the awarding, continuation or maintenance of the contract in one's own interest or in that of third parties.
- Not to offer or provide public office holders or civil servants any personal or material advantages for themselves or for third parties, regardless of any personal or professional bonds that may or may not exist between them, or to people who participate or who may influence contracting procedures.
- To respect the principles of the free market and of competition, abstaining from engaging in behaviors intended to or that may impede, restrict or distort competition such as, for instance, collusion or fraudulent competition (sheltered offers, elimination of offers, assignation of markets, offer rotation, etc.), as well as to denounce any actions or behavior to this end concerning the invitation to tender or the contract that may come to the bidder's attention.
- Not to make use of any confidential information disclosed in the context of the invitation to tender or the execution of the contract to directly or indirectly obtain advantages or benefits of any nature for one's own interest.
- Not to attempt to exert undue influence on the decision making process of the awarding power or to obtain confidential information that may provide the bidder with undue advantages in the bidding process or to negligently provide false information that may exert significant influence on decisions concerning exclusion from selection for or the awarding of the contract".
- To collaborate with the contracting organism in any actions it may carry out to monitor and/or assess the fulfilment of the contract, especially by providing any information that may be requested from the bidder to this end.
- To comply with the obligations to provide information required from successful bidders by legislation on transparency and public sector contracting concerning the administration or administrations in question, notwithstanding compliance with any obligations on transparently that may be directly required by law.
- To denounce any actions of which the bidder may have knowledge and that may imply an infraction of the obligations stated above.

CLAUSE 23.- RECEIPT, LIQUIDATION AND WARRANTY PERIOD

Confirmation of the correct execution of the services will be certified through an acceptance report to be signed by representatives of both parties once they can be received and have been carried out to the satisfaction of the contracting party.

Settlement of the contract shall be agreed within thirty days after receipt of the provisions or after the contracting entity has received the bill, if it is later than the date of receipt.

The conditions of the warranty are established in **section J** of the Summary Chart.

CLAUSE 24.- SUBCONTRACTING AND ASSIGNMENT

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The possibility of subcontracting any part of the service object of this tender is stated in **section S** of the summary chart.

The main object of the service may not be subcontracted.

In case it is allowed the subcontracting applies the following criteria,

1. The successful bidder may notify the contracting organism of his or her intention to subscribe subcontracts in writing, after the awarding of the contract and, at the latest, at the beginning of the execution thereof. Said notification shall contain a statement on which part of the provision is intended to be subcontracted as well as the identity, contact information and the legal representative or representatives of the contractor. The successful bidder will likewise have to duly justify the suitability of the subcontractor to carry out the works based on the technical and human resources at its disposal and its experience, and it will have to certify that it is not affected by a prohibition to contract.

2. Pursuant to the terms of Additional Disposition 51 of the LCSP, it is possible for the contracting organism to make direct payments to subcontractors whenever the terms of payment established in article 216 of the LCSP are not complied with.

Payments made by the contracting organism shall be understood to have been made on behalf of the main contractor. Arrears in payments arising from the main contractor disagreeing with a bill submitted by a subcontractor shall under no circumstances be attributable to the contracting entity.

3. The contractor shall under no circumstances contract individuals or corporations who are banned from contracting or unable to contract with the public sector pursuant to currently applicable legislation.

4. The assignation of the rights and obligations emanating from the contract to third parties other than the contractor's affiliates is forbidden. The contractor has right to assign rights and obligations to its affiliates based on the service performance needs, without VHIR' s additional consent.

CLAUSE 25.- DELAYS IN THE PROVISION OF SERVICES

The successful bidder will be bound to fulfil the contract within the total period established for the performance thereof as well as any partial deadlines that may have been established for its successive execution. Notices of default by the successful bidder shall not require prior notification from the contracting entity.

Should the successful bidder incur in delays concerning the fulfilment of partial or overall deadlines for reasons attributable to itself, the contracting entity shall be entitled to terminate the contract.

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During the processing of the report, a hearing will be granted to the successful bidder in order to lodge pleadings within five working days, upon which the contracting organism will issue a ruling after issuing the appropriate reports.

The successful bidder may suspend fulfilment of the contract on the grounds of non-payment whenever the arrears are for a period of over four months.

CLAUSE 26.- LIABILITY IN EXECUTION AND PENALTIES

1. The successful bidder shall be bound to compensate the contracting entity or its dependent staff for any damages arising from willful or negligent failure to comply with the obligations arising from the award of the contract. The successful bidder shall likewise be held liable for any damages to third parties during the execution of the contract.

2. In the event of failure to fulfil the obligations undertaken by the successful bidder or the defective fulfilment thereof, the contracting entity shall be entitled to terminate the contract or to compel the bidder to fulfil it.

3. In the event of failure to fulfil contractual obligations or the defective fulfilment thereof shall give rise to the application of penalties. The classification of infractions for the purposes of this contract is as follows:

Slight:

- ✓ Failure to collaborate with personnel from the contracting entity.
- ✓ Failure to partially execute the services defined in the contract that is not qualified as a severe infraction.
- ✓ Failure to warn the contracting entity of the inclusion of new personnel or of any changes in staff.
- ✓ Failures to comply with regulations on Workplace Health and Safety that are qualified as slight infractions in their specific regulations.

Severe:

- ✓ Failure to partially execute the services defined in the contract that is not qualified as a very severe infraction.
- ✓ Failure to have replacement staff for any given service.
- ✓ Working longer workdays than those allowed by labor laws and, in the event that this should happen due to a contingency, failing to inform the contracting entity.

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- ✓ Permitting access to the premises of the contracting entity to individuals who are not party to the contracting service due to action or omission.
- ✓ Failure to provide all information concerning the service provision that may have been requested by the contracting entity in due time and in an appropriate manner.
- ✓ Repeat slight offenses.
- ✓ Failure to provide service coverage over a period of time due to a lack of replacement staff or for other reasons, whenever it is not a very severe offense.
- ✓ Failures to fulfil obligations arising from general workplace health and safety regulations and especially the ones arising from the plan on workplace health and safety in service provisions that are qualified as severe offenses in their specific regulations and that are not very severe offenses.

Very severe:

- ✓ Failure to provide the services due to abandonment or other causes.
- ✓ Passivity, sloppiness and laziness in the performance of the service.
- ✓ Resisting requests made by the contracting entity or failing to observe them that give rise to very severe harm to the execution of the contract.
- ✓ The use of work systems, items, equipment or personnel other than those established in the Conditions and in the submissions of the successful bidder, if applicable, whenever it gives rise to very severe harm.
- ✓ Failure to provide staff for the execution of the established minimum services.
- ✓ Very severe failures to comply with provisions concerning subcontracting, when applicable.
- ✓ Misrepresentation of the provisions billed by the successful bidder.
- ✓ Repeat severe offenses.
- ✓ Using personnel that lack knowledge of their obligations or previous training.
- ✓ Failures to fulfil obligations arising from general workplace health and safety regulations and especially the ones arising from the plan on workplace health and

safety in service provisions that are qualified as very severe offenses in their specific regulations.

✓ Failure to comply with provisions on third party safety in the provision of services.

When processing the report, the successful bidder will be given a hearing to lodge any pleadings it deems fit, which will be ruled upon by the contracting entity.

4. Regardless of the compensation of damages, in the event of non-compliances that do not give rise to the termination of the contract, the contracting entity may apply the following penalties, ranked according to their level of harm, danger and/or reiteration:

- VERY SEVERE infractions: 10% of the value of the contract
- SEVERE infractions: 5% of the value of the contract
- SLIGHT infractions: 2,5% of the value of the contract

The penalties may be paid through a deduction from the bill or bills to be paid to the successful bidder.

The contracting entity reserves the right to terminate the contract on the grounds of repeated defects in the execution of the service whenever over three of the penalties described in the sections above are applied.

CLAUSE 27.- TERMINATION

1. The contract may be terminated for any of the reasons established in article 211, 306 and 313 of the LCSP.

2. Beyond the grounds for termination established in the aforementioned article and the ones established herein, the following shall be grounds for termination:

- Failure to begin the provision of services on time.
- Non-compliance or faulty compliance with the conditions for the execution of the contract established in these Specific Administrative Bidding Conditions and the Technical Specifications.
- Failure to comply with the essential obligations of the contract.
- All other grounds for termination established by law for this type of contract.

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- Manifest and proven technical inability or negligence concerning the development of the tasks that are the object of this contract, refusal or manifest resistance by the successful bidder to suit him or herself to the instructions issued by the contracting entity to suit the contract to its needs, repeated failure to attend work meetings, failure to comply with any partial deadlines that may be established, the omission of information and any attitude or negligence that may affect the development of the contract.

- Situations established as grounds for a ban from contracting that may arise after the finalization of the contract.

- Being in a situation of control or association in what concerns the other candidates or bidders, having colluded with other participants in the bidding process and having subcontracted tasks to other companies that participated in this bid without permission from the contracting entity.

- Not treating information or facts that were not public or common knowledge concerning the object of the contract and that were disclosed to the successful bidder on the occasion of the contract with due respect.

- Failure to comply with the partial execution of the provisions defined in the contract whenever they may give rise to very severe damages.

- Repeated failures to comply with any of the special conditions for execution established herein that do not have the nature of essential obligations of the contract.

CLAUSE 28.- EXECUTION

The execution of the contract will be exclusively directed and managed by the successful bidder, who shall assume all corporate risks arising from the same. The successful bidder shall appoint the individuals who will execute the services, establish the tasks to be carried out in accordance with the general instructions of the contracting entity and will issue the appropriate directions to ensure that the contract is correctly performed at all times.

The successful bidder will provide its own technical, material, organisation and human resources to ensure the correct execution of the contract and will appoint qualified and specialized staff to carry out the tasks that are the object of the contract on its behalf and in its name, and it will likewise ensure that said staff is endowed with the appropriate qualifications, training and professional level for the services to be provided. The successful bidder may under no circumstances dissociate itself from the execution of the contract.

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Edifici Mediterrània, 2ª planta
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CLAUSE 29.- CHANGES TO THE CONTRACT

1. With regard to possible changes to the contract that may take place, the framework established in sub-section 4, section 3 of Chapter I, Title I of the LCSP shall apply based on whether or not specific grounds for changes have been established.

2. The maximum positive modification of the contract price for the reasons established herein is set at the percentage specified in the **section** on modifications, letter **A)** of the summary chart of these Conditions. Any subsequent changes that may be agreed upon during the execution of the contract for the reasons established in the Conditions shall under no circumstances surpass the aforementioned percentage. This percentage shall not be affected by any modifications that may have to be carried out on the basis of circumstances not foreseen herein and in accordance with applicable legislation.

3. The causes that may be grounds for changes to the contract are as follows:

Subjective causes:

A. Total or partial succession of the initial contractor owing to a corporate restructuring in compliance with the requirements and conditions established in article 98 of the LCSP, whenever it does not involve other substantial modifications to the contract nor is it intended to avoid the application of the Directive.

B. The substitution of the initial contractor as a consequence of the assignation of the Contract to a third party under the terms established in article 214 of the LCSP. In this case, previous and express authorization would be required from the contracting organism for the authorization of the contract, and the assignee would have to be endowed with full capacity to contract with the public sector, have the level of solvency required in the Conditions and not be in a situation of incapacity or prohibition to contract with the public sector pursuant to currently applicable legislation. The assignee of the contract would be subrogated in all of the rights and obligations of the assignor.

Objectives:

No specific clauses for modification of the contract are established.

4. The procedure to modify the contract will be as follows:

- An explanatory report from the contract manager justifying the need to modify the contract.

- A legal report from the contracting department issuing a ruling on its appropriateness.

- Hearing procedures for the contractor over the course of ten working days and an appearance in which he or she shall state that he or she has been informed of the extent of the new works in question.

- Approval of the modification and attribution by the competent contracting organism at the proposal of the contract manager, with prior budgetary approval.

- Readjusting the definitive security.

5. Any modifications that may be approved shall be binding to the contractor. In consequence, the successful bidder undertakes to accept any changes to the contract proposed by the contracting organism whenever they are compliant with the conditions herein or the Contract and undertakes to execute it once the appropriate agreement has been adopted.

In such cases, the contractor will be bound to continue to carry out the works strictly adhering to the rules that may be established in consequence, and he shall not be entitled to claim any manner of indemnity nor to slow down the rhythm of the work or to suspend it for any reason whatsoever.

There will be no limits to downward modifications to the contract. In the event that a downward modification should exceed twenty per cent of the award value, the successful bidder may request the termination of the contract and the settlement of the work carried out, upon which he or she shall not be entitled to any further indemnities or payments for any loss of earnings incurred.

CLAUSE 30. - DATA PROTECTION

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and for which Directive 95/46 / EC (hereafter "RGPD") is repealed, and the remaining regulations in force are hereby informed of the following:

a.- The person in charge of the processing of his data is the Vall d'Hebron University Hospital Foundation - Research Institute - "VHIR" -, with NIF G-60594009, domiciled in Barcelona -08035- Passeig Vall d'Hebron 119-129, Edifici Mediterrània, 2nd floor and telephone (34) 934 89 30 00.

b. - Your data will be exclusively dealt with in order to be able to qualify, evaluate and compare the proposals of the bidders and to comply with the purposes established in the public procurement regulations that are applicable to the contracting entity. Likewise, if it ends up being the successful bidder they will be treated for the execution of the contract. And for the intended purposes, the time

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necessary to fulfil these purposes will be preserved, and in any case until it is requested for its deletion, and may be maintained to determine possible responsibilities that may be derived.

c. - The recipient of the data will be the VHIR. The data will not be ceded, with the exception of third parties that carry out verification tasks or those third parties who, when executing the contract, necessarily have to access the same. No automated decisions will be taken regarding personal data processed, including the development of profiles and international data transfer is not expected. In general, personal data will not be communicated to third parties without prior express consent, except for a legal obligation under the RGPD for persons who are legitimized to demand them.

d. - The legal basis of the treatment is the application of pre-contractual and contractual measures, and in case of being the successful bidder for the execution of a contract.

e. - You have the rights of access, rectification, deletion, portability, limitation, and opposition that may be exercised at any time. In compliance with Regulation (EU) 2016/679, the VHIR has appointed a Data Protection Officer, being his contact information dpd@ticsalutsocial.cat. The legal unit of the Foundation will resolve the doubts, complaints, clarifications, suggestions and will be taken care of the exercise of rights through the email: lopd@vhir.org , or by mail to the address Passeig Vall d 'Hebron 119-129, Edifici Mediterrània, 2nd floor. 08035 Barcelona. You can also file a complaint with the Competent Authority responsible for Data Protection.

f. - The documentation required to tender in this procedure that contains personal data is necessary for the participation in the same.

g.- In relation to the documentation submitted by the bidders that contains personal data of natural persons (workers, technical personnel, collaborators, etc.), the bidder guarantees that he has previously obtained the express consent of the people affected to facilitate said information to the contracting entity in order to tender in the present procedure.

h.- The presentation of the offer and the documentation requested implies that the tenderer authorizes the contracting entity to treat the said information in the informed terms and, in the event that it is awarded, in the framework of the execution of the contract.

i. - The successful bidder undertakes to comply with all the provisions of the RGPD, in relation to the personal data to which he has access during the validity of this contract. The document or information that is issued or to which the successful bidder has access to the benefit of the obligations derived from the contract, which corresponds to the contracting entity as Responsible for the processing of personal

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Telephone: 93.489 44 59
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data, is confidential and cannot be Object of total or partial reproduction by any means or support, nor processing nor computer editing, nor transmission to third parties will be possible outside the strict scope of the direct execution of the contract, not even between the rest of the Personnel that the successful adjudicator has or can have

j. - The contract adjudicator, as responsible for the processing of the personal data that are the responsibility of the contracting entity as Responsible for the treatment, undertakes to use them with the sole and exclusive purpose of providing them with the services, and for that reason it commits itself to sign with the Responsible, a contract of treatment order in accordance with the one established in article 28 of the RGPD.

CLAUSE 31.- CONFIDENTIALITY

The successful bidder and his or her contributors are bound to respect the confidential nature of all information to which they have access during the execution of the contract as may be declared as such in the contract or by the entity or which must be processed as such owing to its nature.

This duty for confidentiality shall subsist for a minimum of five years, unless the contract is established for a longer period of time.
Likewise, the bidder must expressly determine which documents and/or information in his or her submission to be of a confidential nature.

CLAUSE 32.- ETHIC

1. Senior officials, managerial staff, command positions, administrative positions and personnel in the service of the Public Administration and its public sector, who are directly or indirectly involved in the public procurement procedure are subject to the Code of Values and Recommended Conduct in public procurement and its provisions will be applied in a transversal way to any action that is part of any phase of the procurement procedure in accordance with the degree of intervention and responsibility in the contractual procedures.

The submission of the tender by the bidders will imply their adherence to the Code of Values and Recommended Conduct in Public Procurement in accordance with the ethical and integrity commitments that is part of the contractual relationship.

2.1. Bidders, contractors and subcontractors assume the following obligations:

a. Observe the principles, rules and ethical canons of the activities, trades and/or professions corresponding to the services covered by the contracts.

Pg. Vall d'Hebron 119-129, 08035 Barcelona
Edifici Mediterrània, 2ª planta
Telephone: 93.489 44 59
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b. Do not to carry out actions that endanger the public interest in the field of the contract or the services to be tendered.
c. Report any irregular situations that may arise in public procurement processes or during the execution of contracts.
d. Refrain from engaging in conduct that is intended or may have the effect of preventing, restricting or falsifying competition, such as collusive or fraudulent competition (bidding offers, removal of bids, assignment of markets, rotation of offers, etc.).
e. At the time of submitting the tender, the tenderer must declare whether he has any situation of possible conflict of interest, for the purposes of the provisions of article 64 of the LCSP, or equivalent relationship in this respect with interested parties in the project. If such a situation occurs during the performance of the contract, the contractor or subcontractor is obliged to inform the contracting authority.
f. Respect the agreements and the legal standards of confidentiality.
g. In addition, the contractor must collaborate with the contracting body in the actions it carries out to monitor and/or evaluate compliance with the contract, in particular by providing the information requested for it. these purposes and that the legislation of transparency and the regulations of public sector contracts impose on the contractors in relation to the Administration or administrations of reference, without prejudice to the fulfillment of the obligations of transparency that belong to them directly by legal provision.

2.2. Bidders, contractors and subcontractors, or their subsidiaries or affiliates, undertake to strictly comply with tax, labor and social security legislation and, specifically, not to conduct financial transactions contrary to tax law in countries that do not have rules on control of capital and be considered tax havens by the European Union.

2.3. All such obligations and commitments are considered special conditions of performance of the contract.

2.4. The consequences or penalties for non-compliance with this clause will be the following:

1) In the event of non-compliance with sections a), b), c), f) and g) of section 2.1, a minimum penalty of 0.60 euros is established for every 1000 euros of the contract price, excluding VAT. which may be increased in a justified and proportionate manner depending on the gravity of the facts. The gravity of the facts will be determined by the damage caused to the public interest, the repetition of the facts or the obtaining of a benefit derived from the non-compliance. In any case, the amount of each of the penalties may not exceed 10% of the contract price, excluding VAT, nor may its total in any case exceed 50% of the contract price.
2) In the event of non-compliance with the provisions of letter d) of section 2.1, the contracting body shall inform the competent authorities in matters of competition of the facts.

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3) In the event of non-compliance with the provisions of letter e) of section 2.1, the contracting body will inform the Public Procurement Ethics Commission of the Generalitat de Catalunya to issue the relevant report. without prejudice to other penalties that may be established.
4) In the event that the gravity of the facts so requires, the contracting body shall inform them of the Anti-Fraud Office of Catalonia or of the control and inspection bodies that are competent by reason of the matter.

CLAUSE 33.- APPEALS SYSTEM

A. In the case of service contracts with an estimated value of more than 100.000 euros:

33. 1 In accordance with article 44 of the LCSP, the following are subject to special appeal in contracting matters: the bidding notices, the bidding documents and the contractual documents that establish the conditions that must govern the contracting; the procedural acts that directly or indirectly decide on the award, determine the impossibility of continuing the procedure or produce lack of defense or irreparable damage to legitimate rights or interests; contract award agreements; and contract modifications based on non-compliance with the provisions of articles 204 and 205 of the LCSP, in order to understand that the modification should have been the subject of a new award.

This appeal is optional, it is free of charge for the appellants, it may be filed in the places established in Article 16. 4 of Law 39/2015, of October 1, of the common administrative procedure of public administrations, in the registry of the contracting body or before the Catalan Public Sector Contracts Court, previously or alternatively, to the filing of the contentious-administrative appeal, in accordance with Law 29/1998, of June 13, regulating the contentious-administrative jurisdiction, and shall be governed by the provisions of Articles 44 and following of the LCSP and Royal Decree 814/2015, of September 11, which approves the Regulations of the special procedures for the review of decisions in contractual matters and organization of the Central Administrative Court of Contractual Appeals.

If the notice of appeal is filed in a registry other than that of the Contracting body or the Catalan Public Sector Contracts Court, it must be communicated to the aforementioned Court immediately and as quickly as possible.

Ordinary administrative appeals may not be lodged against acts subject to special appeal.

33. 2 Against the acts adopted by the contracting body in relation to the effects, modification and termination of this contract that are not subject to special appeal in matters of contracting, an appeal for reconsideration shall be lodged in accordance with the provisions of Law 26/2010, of 3 August, on the legal and procedural regime of the public administrations of Catalonia, and Law 39/2015, of 1 October, on the common administrative

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procedure of public administrations; or of the contentious-administrative appeal, in accordance with the provisions of Law 29/1998, of 13 July, regulating contentious-administrative jurisdiction.

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

B. In the case of service contracts with an estimated value equal to or less than 100,000 euros, the bidding documents must include the following clauses:

33. 4 The acts of preparation and award, and those adopted in relation to the effects, modification and termination of this contract, are subject to appeal for reconsideration, in accordance with the provisions of Law 26/2010, of August 3, of the legal and procedural regime of the public administrations of Catalonia, and Law 39/2015, of 1 October, on the common administrative procedure of public administrations, or the contentious-administrative appeal, in accordance with the provisions of Law 29/1998, of 13 July, regulating the contentious-administrative jurisdiction.

33.5 The resolutions adopted by the contracting body in the exercise of the prerogatives of the Administration are subject to appeal for reconsideration, in accordance with the provisions of Law 26/2010, of 3 August, on the legal and procedural regime of the public administrations of Catalonia, 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.

Barcelona, on the digital signature date.

THE CONTRACTING ORGANISM
Mrs. Montserrat Giménez Prous
Manager
Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR).

Vall d'Hebron Recerca

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APPENDIX No. 1

MODEL FOR THE FINANCIAL BID OFFER AND REFFERENCES THE ASSESSMENT WHEREOF DEPENDS ON AUTOMATIC FORMULAE

"This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 733379"

Mr. / Ms. ..... whose address is No. ....., ... street, from company....., the Tax Identity No. whereof is....., having been informed of the invitation to tender and the conditions and requirements for the award of the "NEG 2023-007 ANALYSIS SERVICE (PROOF_H2020PHC2016/MONTANER)", hereby undertakes (in his or her own name or on behalf of the company he or she represents) to carry them out strictly subject to the conditions below:

PRODUCT	MAXIMUM UNIT PRICE FOR EACH ANALISYS (VAT EXCLUDED)	UNIT PRICE FOR EACH ANALISYS OFFERED (VAT EXCLUDED)	UNIT PRICE FOR EACH ANALISYS OFFERED (VAT INCLUDED)
Service for the analysis	**557,00 €**		

Signature and stamp of the bidding company

Validity of the bid.....4 months

(bids for a value and/or period of time greater than that of the invitation to tender shall be excluded from the procedure)

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APPENDIX No. 2

CRITERIA FOR AWARD

Each bidder must provide a technical as well as a financial offer. The contract will be awarded according to criteria based on an approach that meets the best relationship cost-effectiveness, a circumstance that will be evaluated according to the following criteria:

1 Criteria that can be assessed through automatic formula……...up to 100 points

The following criteria will be evaluated by automatic formula. The award criteria for assessing the contents of envelope unique are as follows:

1.1 ECONOMIC OFFER.....(up to 100 points)

It will be valued automatically, in accordance with the following formula:

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

P_v= Bid Score to Rate
P = Economic criteria points
O_m= Best Offer
O_v= Offer to be Valued
IL= Bid Amount
VP= Weighting Value = 1

*** If after applying the automatic formula to a submitted bid, the resulting value is negative, you will be directly assigned zero (0) points of the economic part.**

TOTAL SCORE: from 0 to 100 points.

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APPENDIX No. 3

DECLARATION OF NON-PROHIBITION TO CONTRACT

Mr./Ms. ....., with ID number ....., acting in the name and on behalf of ..... (bidder), in his/her capacity as ..... and with sufficient powers to sign this declaration, invited to the contracting procedure for the award of the contract .....,

DECLARES RESPONSIBLY:

1.- That the company it represents meets the conditions legally established for contracting with the public sector, and therefore neither the undersigned nor its administrators and/or representatives are included in any of the circumstances set forth in Article 71 of the LCSP.

2.- That the company he represents is up to date with its tax obligations with the State.

3.- That the company it represents is up to date with its tax obligations with the Generalitat de Catalunya.

4.- That the company that it represents is up to date with its obligations with the Social Security.

5.- That the company that it represents is registered with the Tax on Economic Activities and up to date with its payment, when exercising activities subject to this tax.

That the company it represents has not unduly withdrawn its proposal or candidacy in an awarding procedure, nor has it made the awarding of a contract in its favor impossible by not fulfilling what is established in article 150.2 of the LCSP, within the term indicated for this purpose due to bereavement, fault or negligence.

7.- That he/she accepts that the documentation attached to the Folder is of a contractual nature.

That the company it represents complies with and undertakes to comply with the ethical principles and rules of conduct indicated by VHIR, assuming the responsibilities of non-compliance.

And for the opportune effects, the present responsible declaration is signed, to ..... of ..... of .....

Signature

Vall d'Hebron
Recerca

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APPENDIX No. 4

.....
.....

....., on the …… of …… ……..

To Whom It May Concern:

The undersigned ……., hereby certifies:

☐ That the documents requested in the Specific Administrative Bidding Conditions that govern this invitation to tender to certify the legal personality and capacity to contract of the bidder have not changed from those held by you and that were submitted on ..... to participate in the procedure .....

☐ That the tax identification number card is the one held by you, which was submitted on ..... to participate in the procedure .....

☐ That the documents to certify my representation as a signor of the submission have not been changed or revoked with regard to those held by you and that were submitted on ..... to participate in the procedure .....

In witness whereof I hereby sign this on the …… of …….. ……

Signature

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APPENDIX No. 5.A

BANK GUARANTEE MODEL

(*Witnessed by a notary public pursuant to art. 197.1 bis of the Notary regulations, validated by the legal counsel of the Government Depositary, the State Attorney General or the equivalent organisms of the other administrations*)

The bank ..... and, in its name and on its behalf, ... acting as ..... and in accordance with the powers emanating from the power of attorney executed before the Notary Public of....., Mr/Ms ..... on ....., number ..... of his or her records, and which are stated to be entirely in force, is hereby constituted as the joint guarantor of the company....., in the interest and benefit of _____ , and up to the amount of Eur (…% of the value of the Contract), for the purpose of guaranteeing the exact fulfilment by the aforementioned company of each of the obligations specified in the appropriate award contract for the services ".....".

The aforementioned guarantee is provided by the bank....., expressly and formally renouncing any benefits of exclusion, division, order and any others that may be applicable as the case may be, and, to this effect, the Bank hereby declares that it wishes to commit itself and jointly and severally commits itself with the company ..... until the liquidation of the aforementioned services and the expiry of the warranty term, to unconditionally pay, within a maximum period of eight days following the request, the sum or sums stated in the request up to the guaranteed amount of (…% of the value of the Contract) EUROS, and the Bank hereby expressly and solemnly renounces any exceptions or reserves to the delivery of the amounts to be claimed for it regardless of the grounds or reasons for the same, even in the event that..... or third parties, whichever they may be, should manifest their opposition or claims to the same.

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APPENDIX No. 5.B

SURETY INSURANCE CERTIFICATE MODEL FOR THE DEFINITIVE SECURITY

(*Witnessed by a notary public pursuant to art. 197.1 bis of the Notary regulations, validated by the legal counsel of the Government Depositary, the State Attorney General or the equivalent organisms of the other administrations*)

Certificate number .....

..... (hereinafter, the insurer), the registered address whereof is ....., ... street, and the Tax Identity Number whereof is ....., duly represented by Mr / Ms ...., endowed with sufficient powers to bind it in this deed, as results from…….

HEREBY INSURES

....., the bearer of National ID No. / Tax ID No. ....., as the policyholder, before _____, hereinafter the insured party, up to the amount of EUR ..... (…% of the value of the Contract)....., for the purpose of guaranteeing the exact fulfilment by the insured party of each of the obligations resulting from the award of the execution of the services corresponding to …….. .

Failure to pay the premium, whether it is a single payment, the first payment or any of the following ones, shall not entitle the insurer to terminate the contract, nor will it be null and void, nor will the coverage of the insurer be suspended, nor will the insurer be exempted from his or her obligations in the event that the insurer should have to put the warranty into effect.

The insurer shall not be entitled to oppose any exceptions that may befall to him against the policy holder against the insured party.

The insurer hereby undertakes to indemnify the insured party at the first request from _____, to unconditionally pay the sum or sums that may be stated in the request up to the insured amount within a maximum period of eight days after the date of the request.

This surety insurance shall remain in force until the liquidation of the contract and the end of the warranty period.

In ....., on the ..... of .....

Signed:
The insurer

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APPENDIX No. 5

BREAKDOWN OF THE BASE BUDGET FOR TENDER

Direct costs [3]	**122.540,00 €**
....	
....	
Wage costs *(whenever wage costs are a part of the cost)*	
TOTAL	**122.540,00 €**
Indirect costs	0,00 €
...	
General structural costs	
Industrial profits	
TOTAL	Sum of indirect costs
TOTAL COSTS (direct + indirect). Net budget.	**122.540,00 €**

[3] ***Direct costs:*** *costs that are very clearly associated to the product without the need for any kind of distribution. Raw materials. Direct labour.*
Indirect costs: *costs that cannot be directly attributed to a product or cost centre. Indirect Production Costs (IPC): indirect labour, supply or production costs. General Indirect Costs (GIC): costs not required for manufacturing, such as commercial, administrative and financial costs.*

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APPENDIX No. 7

RESPONSIBLE STATEMENT REGARDING THE DESIGNATION OF AN EMAIL ADDRESS AS A PREFERRED MEANS OF RECEIVING ALL NOTIFICATIONS

Mr./Mrs..... ..... (bidder), in his condition ..... and with sufficient powers to subscribe to this responsible statement, invited to the contract procedure for the award of the contract.....

MANIFEST:

Which in relation to the tendering of the above reference contract and in accordance with the practice of notifications derived from the same designation as a preferential means of receiving the aforementioned notifications the email address: .....

It also states that this email address allows the accreditation of the date and time when the person concerned is made available for the notification, as well as access to its content, at which point the notification will be considered to be practiced for all legal purposes.

It also states that communications made by VHIR by the identified media will have all the effects of the notification provided in the Public Sector Contracts Act.

And for the opportune effects, the present responsible declaration is signed, to ..... of ..... of .....

Signature