
Set of particular administrative clauses for the tender of the Dynamic Procurement System for the supply of printed books, digital books and other digital content

Barcelona, on the date of the electronic signatures

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Table of characteristics

A. Purpose and qualification of the contract

A.1. Object of the contract and categories

Object: Centralize the selection of suppliers for the successive supply of printed books and digital books, from the different entities affiliated to the CSUC purchasing group, attributing the tender to the CSUC and, to the same effect, to the possible entities that wish to join later on tender procedure.

The purpose of this SDA is to approve a set of suppliers so that the supply and services necessary for the Library Service are carried out within quality standards established by the universities and in accordance with the principles of advertising and competition established by the regulations on public contracts.

The universities and other entities in the field of teaching and research, once the approval has been made, will be able to contract the indicated supplies with the realization of the following specific contracts.

The subjective scope of the present SDA is made up of,

1. The entities initially attached to this contract (henceforth, Group A) are,
 1. Universitat Oberta de Catalunya (UOC)
 2. Universitat Pompeu Fabra (UPF) .
 3. Universitat de Vic-Universitat Central de Catalunya (UVIC-UCC)
 4. Universitat de Lleida (UdL)
 5. Universitat de Girona (UdG)
 6. Universitat Rovira i Virgili (URV)
 7. Universitat Politècnica de Catalunya (UPC)
 8. Universitat Autònoma de Barcelona (UAB)
 9. Universidad Rey Juan Carlos (URJC)

The base tender budget for these entities is €33,231,509.90, excluding VAT.

2. The entities that may subsequently join in accordance with the procedure set out in this PCAP (group B), which are entities that meet the requirements set out in the internal regulations of the CSUC and the interpretative criteria of its governing bodies, and that at now they are those linked to universities and research such as public and private universities, research centers that are part of the I-CERCA institution, Science Parks, institutions dependent or linked to universities, university centers of higher education and the institutions affiliated to the Scientific Ring, related in the following link: <https://www.csuc.cat/ca/serveis/institucions-adberides>

The base tender budget for these entities is €166,768,490.10 excluding VAT.

These entities can join the SDA following the procedure in section W of the table of characteristics.

The total base budget of the tender is €200,000,000,000, excluding VAT.

Categories: The object of the contract is broken down into the following categories:

Category 1: Supply of printed books

This category includes:

- Purchase on demand (ongoing): the supply of printed publications in accordance with the gradual orders of the universities. Universities usually place weekly or fortnightly orders. The estimate may change according to needs.

- Planned purchase: the delivery of books in accordance with a pre-established plan months in advance. The UOC, the only one that needs this service at the moment, usually places a large order each semester and subsequently around 25 additional orders each semester.

- Category 2: Supply of books and other digital content

This category includes all types of books, monographic publications and other similar resources in digital format (except journals and subscriptions to book collections and databases), regardless of the acquisition model, the type of access to the purchased books, of the simultaneity of users and the type of format.

At an informative level, the digital books currently consumed by the participating entities of this SDA are those indicated below, but it is a list open to new needs.

According to the number of books purchased:

- Pick and choose
- Complete collection

According to the acquisition model:

- Supply / purchase in perpetuity
- Subscriptions

Patron Driven Acquisitions (PDA)

- Evidence Based Selection (EBS)

According to the authentication system:

- Username and password
- URLs
- Federated via SAML or other protocols
- Federated via OpenAthens
- IP Proxy (EZProzy, Openathens...)
- Registration in APPs of end users

According to the simultaneity of users:

- Individual (multiple) access without concurrency
- Limited concurrent multiuser
- Unlimited concurrent multiuser

Format type:

- PDF without DRM
- PDF with DRM
- EPUB with DRM
- EPUB without DRM
- HTML
- Others

Given the variety of goods to be supplied, the division into categories is made considering the generic types of products. The content of the categories, for guidance and non-exhaustive purposes, is what is indicated in the technical specifications.

Bidders may apply to one or more categories, each of which is a bidding unit. Admission to each of the categories will be resolved by means of an admission resolution from the hiring body.

A.2. Qualification of the contract

The SDA and the specific contracts that are formalized will be administrative or private contracts depending on whether the contracting entity is a Public Administration or a Public Sector entity with non-public contracting authority (PANAP), respectively. In any case, the contracts will be qualified as an administrative supply contract, as established in article 16 of the LCSP.

A.3. Nomenclature code of the Common Vocabulary of Public Contracts (CPV)

The CPV Nomenclature Code is:

22000000-0 Printed and related products

B. Administrative needs for the recruitment and admission of variants

Administrative needs to be met through recruitment:

The needs that need to be met through the contract are those contained in the Technical Specifications of this contract.

The procurement that is intended to be tendered is necessary for the fulfillment and fulfillment of the institutional purposes of the entities grouped in the purchasing group. The nature and extent of the needs that are intended to be covered by the tender, as well as the suitability of its object and content to satisfy them, have been precisely determined in the preparatory documentation and in the PPT.

The entities of the purchasing group do not have the necessary means to provide themselves with the supply, nor the personnel with the required specialization to cover the needs with the necessary guarantees.

The SDA is the procurement procedure used, as a dynamic tool that allows the procurement of the required supplies to be adjusted to the needs of the participating entities at each moment, as they occur.

For the purposes of the suitability of the object and content of the contract, the needs that are intended to be covered are those expressly indicated in this specification and in the technical specifications specification.

The administrative needs to be met with the specific contracts of this SDA are to guarantee the supplies defined in the PPT, in the dependencies of the Affiliated Entities that request it, of all items of printed books, digital books and other digital content necessary for daily activity,

for the realization of experimental techniques and for the teaching practices that are specific to it.

Admission of variants: They are not allowed.

C. Base budget, estimated value of SDA and credit availability

C.1. Basic tender budget of the SDA

Given the provisions of article 100.3 LCSP, the basic tender budget is the maximum estimated value excluding VAT of the set of specific contracts foreseen during the validity of the SDA, as reflected in the following tables of groups A and B.

The base budget of the tender corresponding to the duration of the SDA (ten years), and is €208,000,000 (TWO HUNDRED EIGHT MILLION EUROS) which is broken down into €200,000,000 (TWO HUNDRED MILLION EUROS) of taxable base and €8,000,000 (EIGHT MILLION EUROS) in terms of VAT.

The distribution of PBL by category and type of entity is as follows,

group	First name	Category 1	Category 2	Tax base year	VAT year	TOTAL year
A	UOC	€100,000.00	€1,640,000.00	€1,740,000.00	€9,600.00	€1,809,600.00
	UPF	€80,000.00	€60,000.00	€140,000.00	€6,000.00	€145,600.00
	UVIC-UCC	€18,000.00	€15,000.00	€33,000.00	€1,320.00	€34,320.00
	UdL	€30,154.00	€17,696.00	€47,850.00	€1,914.00	€49,764.00
	UdG	€65,023.00	€12,906.00	€77,929.00	€3,117.16	€81,046.16
	URV	€120,000.00	€140,000.00	€260,000.00	€10,400.00	€270,400.00
	UPC	€80,000.00	€85,000.00	€165,000.00	€6,600.00	€171,600.00
	UAB	€138,499.62	€307,872.37	€446,371.99	€17,854.88	€464,226.87
	URJC	€253,000.00	€160,000.00	€413,000.00	€16,520.00	€429,520.00
	Total group A	€884,676.62	€2,438,474.37	€3,323,150.99	€132,926.04	€3,456,077.03
B	Total group B	€5,000,000.00	€11,676,849.01	€16,676,849.01	€667,073.96	€17,343,922.97
total		€5,884,676.62	€14,115,323.38	€20,000,000.00	€800,000.00	€20,800,000.00

The total distribution of the Budget by group is as follows,

GROUP	Tax base 10 years	VAT 10 years	Total 10 years
A	€33,231,509.90	€1,329,260.40	€34,560,770.30
B	€166,768,490.10	€6,670,739.60	€173,439,229.70
TOTAL	€200,000,000.00	€8,000,000.00	€208,000,000.00

As it is an SDA, the basic tender budget for the category has been set as an estimate, given the needs of the initially affiliated entities. The acquisitions with the specific contracts in this SDA will be covered by the budget credits of the affiliated entities.

The amount of the bids will include taxes, fees and charges, excluding VAT. In the same way, it is understood that the offer includes the remuneration, and, where appropriate, profit of the contractor, as well as all the expenses that the bidder must make for the effective fulfillment of the contracted services such as, for example, financial expenses, insurance, transport and taxes, etc.

This budget does not represent an expenditure obligation since the actual expenditure will be determined based on the specific contracts that are actually carried out. It should be noted that there is no commitment to minimum acquisitions given that acquisitions will be carried out depending on the needs of the participating entities.

C.2. Estimated value of SDA

The estimated value, according to the criteria established in art. 101 of the LCSP and in accordance with STJUE C-216/17, it has been calculated taking into account the maximum estimated value of the set of contracts foreseen during the total duration of the SDA, including the modifications. Taking these criteria into account, the estimated value of the SDA amounts to €249,600,000 (TWO HUNDRED FORTY-NINE MILLION SIX HUNDRED THOUSAND EUROS), which is broken down into €240,000,000 (TWO HUNDRED AND FORTY MILLION EUROS) of base and €9,600,000 (NINE MILLION SIX HUNDRED THOUSAND EUROS) of VAT.

In accordance with article 101 of the LCSP, this estimated value includes the amount of the maximum budget (VAT excluded) and the amount of any modifications to the contract according to the forecast established in section R of this table of characteristics .

The assigned value has a maximum character, and up to this it has the condition of orientation and non-binding, given that the real supply needs of the entities included and adhered to the SDA will be determined later in the development of the specific procurement.

The calculation method applied by the contracting authority to calculate the estimated value is based on the usual prices in the market and has taken into account, in addition to the costs based on the application of the current labor regulations, other costs that are they derive from the material execution of the services, the general expenses of the structure and the industrial profit.⁵

An estimate of the consumption of each of the initially affiliated entities is indicated. This estimate is indicated for informational purposes, so that the final quantity supplied may be

higher or lower than that indicated, without this implying any alteration of the contractual conditions.

The distribution of the VEC by category and type of entity is as follows,

group	Entities	Category 1	Category 2	Tax base/year	VAT/year	Total/Year
A	UOC	€120,000.00	€1,968,000.00	€2,088,000.00	€3,520.00	€2,171,520.00
	UPF	€96,000.00	€72,000.00	€168,000.00	€6,720.00	€174,720.00
	UVIC-UCC	€21,600.00	€18,000.00	€39,600.00	€1,584.00	€41,184.00
	UdL	€36,184.80	€21,235.20	€57,420.00	€2,296.80	€59,716.80
	UdG	€78,027.60	€15,487.20	€93,514.80	€3,740.59	€97,255.39
	URV	€144,000.00	€168,000.00	€312,000.00	€12,480.00	€324,480.00
	UPC	€96,000.00	€102,000.00	€198,000.00	€7,920.00	€205,920.00
	UAB	€166,199.54	€369,446.84	€535,646.39	€21,425.86	€557,072.24
	URJC	€303,600.00	€192,000.00	€495,600.00	€19,824.00	€515,424.00
Total group A		€1,061,611.94	€2,926,169.24	€3,987,781.19	€159,511.25	€4,147,292.44
Total group B		€6,000,000.00	€14,012,218.81	€20,012,218.81	€800,488.75	€20,812,707.56
Total category		€7,061,611.94	€16,938,388.06	€24,000,000.00	€60,000.00	€24,960,000.00

The total distribution of the Budget by group is as follows,

GROUP	Tax base 10 years	VAT 10 years	Total 10 years
A	€39,877,811.88	€1,595,112.48	€41,472,924.36
B	€200,122,188.12	€8,004,887.52	€208,127,075.64
TOTAL	€240,000,000.00	€9,600,000.00	€249,600,000.00

C.3. Budget item, existence of credit

Budget item for specific contracts:The credit commitment to meet the financial obligations of the specific tenders for this procurement will be recorded in the corresponding item of the budget of each entity that contracts it and of the corresponding year.

Availability of credit:The cost of the specific procurement with the 2nd tender will be approved, through a credit reserve document or provision of funds, prior to each specific contract that is carried out within this SDA and charged to the budget of each entity alone. bidding and for the current year.

multi-year:To be determined in each specific contract.

C.4. Financing with European funds or other administrations

The specific procurement may be co-financed with European Funds or from other administrations, a circumstance that will be determined for each specific procurement.

D. Duration of the SDA and specific contracts

D.1. Term of validity and execution of the SDA

The initial duration of the SDA will be ten (10) years from its formalization; starting the execution the day after the first admission decision to the SDA in at least one of the respective categories.

In the case of Pompeu Fabra University (UPF) and regarding category 2, the beginning of the validity will be September 1, 2023 in case the SDA had been formalized earlier, since it has a valid Framework Agreement with this object until August 31, 2023.

The period of validity of the SDA delimits the period within which specific contracts may be awarded in it. The duration of specific contracts will be determined in each tender, adjusted to the applicable regulations in force at that time and may exceed those of the SDA, with the limitations provided for in this PCAP and the applicable regulations.

D.2. Extension of the SDA

The SDA cannot be subject to any extension.

D.3. Exceptional extension of the SDA

Exceptionally, the contract may be extended when a new contract that guarantees the continuity of the service to be performed by the contractor has not been formalized at its expiry. In this case, it is necessary that the lack of formalization of the new contract was a consequence of unforeseeable events for the contracting body, produced in the procedure for awarding the new contract and there are reasons of public interest not to interrupt the provision.

The exceptional extension requires that the tender notice for the new contract has been published at least three months before the end date of the original contract. This extension will be for a maximum period of nine months and cannot modify the remaining conditions of the contract.

D.4. Processing of the exceptional extension

The Contracting Authority of the CSUC, at the request of the person in charge of the contract, will communicate the intention to extend the contract with two (2) months notice before the end of its term.

The exceptional extension will be mandatory for the contractor and will be formalized in an addendum.

D.5. Term of validity and execution of specific contracts

The one determined in each specific contract, with the maximum duration (including extensions) set in the applicable regulations at the time of calling the specific tender.

D.6. Extension of specific contracts

The one determined in each specific contract.

D.7. Processing of the extension of specific contracts

The Contracting Authority for the specific contract, at the request of the Contract Manager(s), will make an extension proposal, at least two (2) months before the end date of the contract, in accordance with art. 29.2 LCSP. The extension is optional for the contracting entity and mandatory for the company.

E. Capacity to contract with the public sector

E.1. Eligibility conditions

Natural or legal persons, Spanish or foreign, can contract with the public sector, who have full capacity to work, are not affected by any prohibition on contracting, and can prove their economic and technical solvency.

The solvency, the business or professional qualification that, if applicable, is required and the conditions of suitability must exist at the time of submitting the offer to the tender.

E.2. Legal persons

Legal entities may only be awarded contracts whose object is included within the scope of activity that, according to their statutes, is their own.

E.3. Community companies or States signatories to the Agreement on the European Economic Area

Community companies or signatory States of the Agreement on the European Economic Area that, in accordance with the legislation of the State in which they are established, are qualified to perform the service in question, will have the capacity to contract with the public sector.

When the legislation of the State in which these companies are established requires a special authorization or membership of a certain organization to be able to provide the service in question there, they must prove that they meet this requirement.

E.4 Non-EU companies

Without prejudice to the application of Spain's obligations derived from international agreements, natural or legal persons from States that do not belong to the European Union or from States that are signatories to the Agreement on the European Economic Area must justify by means of a report that the State of origin of the foreign company in turn admits the participation of Spanish companies in contracting with public sector entities similar to those listed in article 3, in a substantially similar form.

The report will be drawn up by the corresponding Economic and Commercial Office of Spain abroad and will accompany the documentation that is presented. In contracts subject to harmonized regulation, the report on reciprocity in relation to companies from States signatories to the Agreement on Public Procurement of the World Trade Organization will be waived.

E.5. Unions of employers

Employers' unions that are temporarily constituted for the purpose can contract with the public sector, without the need for formalization in a public deed until the contract has been awarded in their favor.

Employers who compete grouped in temporary unions are bound jointly and severally with the Contracting Administration, and must appoint a sole representative of the union, with sufficient powers to exercise the rights and fulfill the obligations of the contract, without prejudice to the existence of joint powers that companies can grant for collections and payments of significant amounts.

For the purposes of the tender, entrepreneurs who wish to participate in a temporary union must indicate the names and circumstances that constitute it, the participation of each one, as well as assuming the commitment to formally form a temporary union in the event of contract awardees.

F. Economic and technical solvency and professional qualification

F.1. Solvency requirement

The minimum solvency requirements that bidders must meet are linked to the end of the contract and are proportional to it. Bidders must demonstrate that they are in possession of the economic and technical solvency conditions determined in the PCAP.

In the specific contracts, each entity may request the economic, technical and business qualification requirements it considers.

F.2. Integration of solvency with external means

To prove the necessary solvency, the entrepreneur may rely on the solvency and resources of other entities, regardless of the legal nature of the links he has with them, as long as he proves that, for the execution of the contract, he effectively has these media. However, with respect to academic and professional degrees or professional experience, the capacities of other entities may only be used if they will execute the part of the object for which said capacities are required.

It will be verified that the entities whose capacity is intended to be used meet the selection criteria and do not incur grounds for exclusion. When an entrepreneur wishes to use the capabilities of other entities, he will demonstrate that he will have the necessary resources by submitting to this effect the written commitment of these entities.

When an employer resorts to the capacities of other entities in terms of economic solvency, the employer and the other entities will be jointly and severally responsible for the execution of the contract.

F.3. Specification of solvency conditions

The tenderers, in addition to certifying their solvency, must undertake to assign sufficient personal and material means to the execution of the contract, a commitment that has the character of an essential obligation and will be integrated as such in the contract

F.4. Accreditation of economic solvency at the SDA

The economic solvency of the bidder will be proven with the ANNUAL VOLUME OF BUSINESS referred to the best financial year (calendar year) within the last three available financial years (closed).

A bidder will be considered solvent when the annual volume of business for the best financial year (within the last three closed) is equal to or greater than the amounts indicated in the following table according to the category to which they are submitted:

Category	Financial solvency
Category 1: Supply of printed books	€20,000
Category 2: Supply of digital books and other digital content	€20,000

In the event that the tenderer submits to several categories, it will be necessary to prove compliance with the solvency requirement for the category with the highest amount.

The certification of the sufficiency of the economic solvency of the tenderer, a legal person, will be carried out through one of the following two options:

- The contribution of the annual accounts of the last 3 years approved and deposited in the Mercantile Registry, and the supporting documents for presentation in the Mercantile Registry. Individual entrepreneurs not registered in the Mercantile Registry will certify their annual volume of business through inventory books and legalized annual accounts.
- The provision of a certificate from the bidder's auditors stating that the annual volume of business for the best financial year (within the last three closed) is equal to or greater than the amounts indicated in the table contained in this section.

In any case, the registration in the Official Register of Bidders and Classified Companies of the Public Sector or in the Register of Bidders will accredit, in accordance with what is reflected therein and unless there is evidence to the contrary, the conditions of economic and financial solvency of the 'entrepreneur

Solvency can be integrated with external means.

F.5. Accreditation of technical solvency

The technical solvency of the bidders will be proven by their technical knowledge, efficiency, experience and reliability. The solvency will be verified through one of the following two options:

1. With a list of the main supplies of the same type or nature to which the object of the category to which they are presented corresponds, carried out in the last five (5) years, indicating the amount, dates and the name of the recipient, public or private 'these.
2. With a certificate from the bidder's auditors declaring that, in the last five (5) years, supplies of the same type or nature have been made as the object of the category to which they are presented, indicating the amount and dates

It is required that the amount of supplies, minimum, annual and cumulative l'year of greatest execution is equal to or greater than the amounts indicated in the following table:

Category	Technical solvency
Category 1: Supply of printed books	€20,000
Category 2: Supply of digital books and other digital content	€20,000

Accreditation of compliance with these requirements may be replaced, in the case of non-Spanish bidding companies, member states of the European Union or signatory states of the Agreement on the European Economic Area, by the contribution of the accreditation of the certificate or document specified in article 97 of the LCSP.

In the event that the tenderer submits to several categories, it will be necessary to prove compliance with the solvency requirement for each category.

Solvency can be integrated with external means.

F.6. Accreditation of solvency for specific contracts

In specific tenders, the entities can adjust the economic and technical solvency to the requirements of the tender.

G. Guarantees

G.1. In the SDA.No provisional or definitive guarantee is required, given that the award of the SDA only entails the selection of the companies that can be awarded the various specific contracts.

G.2. To the specific contracts.To be determined in the Specific Contract.

H. Type of processing

Restricted procedure, ordinary processing.

In accordance with art. 22 of the LCSP the contract is subject to harmonized regulation for the purposes of its publication in the Official Journal of the European Union (DOUE) and the special revision regime regulated in art. 44 et seq. of the LCSP, regarding the special recourse in the matter of contracting.

I. Data from the SDA tender

- Date and time limit for the submission of requests for participation: The minimum period will be thirty (30) calendar days, counted from the date of sending the announcement in the Official Journal of the European Union and the tender will be announced in due course on the CSUC contractor profile. Even so, during the entire period of validity of the SDA, any interested employer can apply to participate.
- Presentation: Using, initially, the electronic recruitment platform of the Generalitat de Catalunya.
- Time limit maximum for the evaluation of participation requests: The deadline will be 10 working days from the receipt of the offers, which can be extended to 15 working days as long as and when it is duly justified. Invitations to submit offers for specific contracts cannot be sent during the evaluation period.

J. Award criteria for specific contracts

In the establishment phase, suppliers must present Annex II "Conditions of suppliers". These conditions can be improved and must be kept up-to-date throughout the duration of the contract and must be reported, especially in the specific tenders, so that it can be evaluated by the entity convening the specific tender. The heads of the entities, when they consider it, may ask the suppliers to provide new information.

The specific contracts will be awarded according to the price-quality ratio. The award criteria will be determined in the specific contract, with the limits and weighting set in the PCAP and in accordance with the provisions of the applicable regulations at the time of calling the specific tender. For this SDA the minimum and maximum thresholds established are the following:

- Automatic criteria: from 51 to 100 points
- Value judgment criteria: from 0 to 49 points

Annex I PCAP "Example of award criteria for specific contracts" is accompanied by a non-binding model of evaluation criteria.

K. Recruitment desk

The recruitment table is mandatory for the admission of new companies at the establishment of the SDA, as well as throughout the validity of the SDA. In specific contracts, the Procurement Board will be mandatory in harmonized contracts and in contracts with valuation criteria subject to a value judgment. In the rest of the situations, the establishment of the table by the contracting body will be optional.

In any case, the recruitment board will act on the proposal of the contracting body.

The recruitment board at the SDA will be made up of the following people:

Recruitment desk			
function	First name	charge	entity
president	Olga Lanau	Director General	CSUC
Substitute		Purchasing Technician	CSUC
secretary	Sergi Ramis	Publications Technique	CSUC
Substitute		Publications Technique	CSUC
Vocal-Interventor	Carla Bragos	Director of Administration and Finance	CSUC
Substitute	M ^a José Miranda	Finance chief	CSUC
Vocal – Ace legal	David Tedó	Legal Advisor	CSUC
Substitute		Contracts Technician	CSUC
vocal	Mireia Carballo	Recruitment technique	CSUC
Substitute		Procurement technician	CSUC
vocal	Laura Estremera	Recruitment technique	CSUC
Substitute		Procurement technician	CSUC
vocal	Reynaldo Martos	Purchasing technician	CSUC
Substitute		Purchasing technician	CSUC
vocal	Nerea Carrera	Purchasing technique	CSUC
Substitute		Purchasing technique	CSUC

For the specific contracts that require it, the contracting body that tenders them will define the need for the Board and, if applicable, the members of the board in the respective specifications or invitation.

L. Review and update of prices

In accordance with the rules provided for in RD 55/2017 and the LCSP.

L.1. SDA

It is not applicable in the SDA.

L.2. Specific contracts

Neither the revision nor the updating of prices is allowed once the specific contracts have been awarded.

L.3. Electronic catalog

Yes, changes are allowed in the execution conditions in the catalog offered by the suppliers (detailed in point Y.4 of the QC).

M. Warranty term

M.1. Guarantee. No warranty period is established in the SDA. Each specific contract will determine the corresponding warranty period.

M.2. If during the execution of the specific contract the existence of defects or defects in the goods supplied is proven, the beneficiary entity will have the right to claim the amendment of those that are inadequate.

M.3. The receiving entity will determine whether the supply made by the contractor conforms to the prescriptions established for its execution and compliance, requiring, where appropriate, the performance of the contracted services and the correction of the defects observed on the occasion of the reception. If the work carried out does not correspond to the service contracted, as a result of defects or defects attributable to the contractor, he may reject the same being exempt from the payment obligation or having the right, where appropriate, to recover the price satisfied, or to its regularization through the corresponding invoice.

N. Assignment of the SDA and subcontracting

Assignment of the SDA:The assignment of this contract is prohibited.

Subcontracting of specific contracts:The contractor may arrange with third parties for the partial performance of the provision before or after the award of the contract. The conclusion of subcontracts will be subject to compliance with the following requirements:

- a) Bidders can indicate in the offer the part of the contract they wish to subcontract, indicating the amount, and the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractor.
- b) In any case, the contractor must notify the contracting authority in writing, after the award of the contract and, before the beginning of its execution, of the intention to subcontract, indicating the part of the contract that it is intended to subcontract and the identity, contact details and legal representative of the sub-contractor, and certifying, sufficiently, the ability

of this to execute it by reference to the technical and human elements and experience that it has and certifying that the same does not is prohibited from contracting in accordance with article 71 of the LCSP.

The contractor must notify the contracting authority by email of any changes to this information during the execution of the contract.

In the event that the subcontractor has the appropriate classification to perform the subcontracted part of the contract, the communication of the classification will be sufficient to prove its suitability.

Accreditation of the subcontractor's suitability may be carried out immediately after the conclusion of the subcontract if this is necessary to attend to an emergency situation or which requires the adoption of urgent measures and is thus sufficiently justified.

The subcontracting of the contract will be processed in accordance with article 215 and concordant of the LCSP.

O. Service Level Agreements. Penalties and refunds

O.1. general The contractor, either personally or through an authorized delegation, must deliver the goods subject to supply at the place and date agreed in the contract or in the order, and in accordance with the technical prescriptions and administrative clauses contained in the Specifications. Once this is done, the contract or order will be considered fulfilled respectively.

If the contractor incurs a delay in relation to any term, the Administration may opt, regardless, in the form and conditions established in article 195 LCSP and in this Specification, for the termination of the contract or for the imposition of a penalty . In case of imposition of penalties for delay, the relevant term must be extended.

The Administration has the same power to terminate the contract or impose penalties in the following cases:

- 1) In the event of non-compliance or serious defective performance of the service subject to the contract.
- 2) In the event of breach of commitments or special conditions of execution under which the contractor undertakes to dedicate or assign certain personal or material means.
- 3) In case of non-compliance with environmental or social conditions, in accordance with article 202 LCSP.

In everything not provided for in this document, the imposition of the corresponding penalties will be made in accordance with what is provided for in articles 192 and 193 LCSP.

O.2. breaches

Without prejudice to what is provided for in section O.3 and in accordance with what is provided for in article 192.1 LCSP, the following system of penalties is established for defective performance of the service or breach of commitments or conditions special execution of the contract:

These are very serious breaches:

1. Being sanctioned for a serious or very serious breach of personal data protection, in accordance with the provisions of current regulations.
2. Being sanctioned for a serious or very serious infraction in social matters, in accordance with the provisions of RDL 5/2000, of August 4, which approves the revised text of the Law on Offenses and Sanctions in the 'Social Order.
3. Being sanctioned for serious or very serious infringement for breach of fiscal and tax obligations.
4. The non-application by the contractor, or denial to him, of the licenses and authorizations necessary for the execution of this contract.
5. Falsify the information that the successful tenderer must provide in accordance with this Specification.
6. Substantial breach of any other obligation established in this Terms and Conditions.
7. Failure to comply with the deadline for the start of the performance of the services.
8. Each of the non-compliance with the term of partial delivery of the material defined in the orders due to a cause attributable to the contractor, which produces very serious damage.
9. The total and absolute suspension of the execution of the services subject to this SDA and the contracts that derive from it.
10. The resistance to the requirements made by each center, or their non-observance, when it produces a very serious damage in the execution of the SDA or the contracts that derive from it.
11. The falsification of the benefits recorded by the contractor in the collection document.
12. The commission of three serious breaches within one month.
13. The application in invoices of unit prices higher than the maximum prices awarded.
14. The refusal to supply the orders received from the centers under the economic conditions awarded, during the validity of the SDA or contracts derived from it.

15. Third time that the OC removes the supplier company's electronic catalog for not keeping it updated.

These are serious breaches:

1. Assign, lease, sub-lease or transfer all or part of the services included in the contract, under any form or title, without first complying with the requirements required by these Specifications and without express authorization from the contracting authority.
2. Failure to comply with the obligations relating to the definitive guarantee, under the terms set out in this Specification.
3. The successful bidder's persistence in breaching its obligations, provided that it had been previously requested and had not fulfilled them within the set deadline.
4. Serious breach of the rules governing subcontracting and assignment, according to what is provided in the Specifications.
5. The contractor's arrears situation in relation to the payments he has to make to his suppliers or sub-contractors.
6. The lack of notice in cases where the product cannot be delivered within the period granted.
7. The resistance to the requirements made by the centers, or their non-observance, when it does not produce a very serious damage in the execution of the SDA or the contracts that derive from it.
8. The serious non-observance of formal order requirements established in these Terms and Conditions and in the implementing provisions of the SDA or contracts derived from them.
9. Delay in sending reports or lack of information.
10. No response from the main interlocutor of the supplier company.
11. Do not respect the offer presented in the electronic catalog.
12. The commission of three minor breaches within one month.

These are minor breaches:

1. The commission of an incident provided for in section O.8 of this PCAP.
2. The lack of respect of the employees of the successful tenderer or the sub-contractor towards the personnel of the contracting entities.
3. Delays or deficiencies in the delivery of Business Activities Coordination documentation, as well as the failure to update it when appropriate due to the expiration of any of the documents contained therein.

4. Any breach of the contractor's obligations established in these Specifications and/or the PPT, as long as it is not classified as a serious or very serious breach in accordance with the previous sections.
5. Non-observance of formal order requirements established in these Terms and Conditions and in the implementing provisions of the SDA or contracts derived from them, as long as they do not constitute a serious offence.

O.3. Penalties

Regardless of the obligation to indemnify for damages that, in their case, originate, the contracting body of the specific contract may apply the following penalties:

- 1. Very serious breaches:** penalties will be applied that will reduce the contract price for each of these types of non-compliance. The amount of each penalty will be established depending on the damage and may represent up to 10% of the total amount of the contract.
- 2. Serious breaches:** penalties will be applied that will reduce the contract price for each of these types of non-compliance. The amount of each penalty will be established depending on the damage and may represent up to 5% of the total amount of the contract.
- 3. Minor breaches:** penalties will be applied that will reduce the contract price for each of these types of non-compliance. The amount of each penalty will be established based on the damage and may represent up to 2% of the total amount of the contract.

In cases of non-compliance where there is no response from the main interlocutor of the supplier company, it will be possible to request a change of interlocutor.

In cases where the offer indicated in the catalog is not respected, apart from accumulating a serious incidence, the conditions that will apply are those indicated in the catalog.

From the tenth incident in a continuous period of 6 months, the OC will remove the catalog temporarily, until the supplier company uploads it again updated.

It will be cause for suspension of the contract for 1 year, the fifth time that the OC or the person in charge of the contract removes the supplier's electronic catalog for not keeping it updated.

Whenever the penalties or fines reported for non-compliance according to what is provided in this specification or in the PPT exceed five percent (5%) of the total budget of the specific contract, the contracting body acting will be authorized to proceed with the resolution of the same or agreeing to the continuation of its execution with the imposition of new penalties.

In accordance with article 192.1 LCSP these penalties will be proportional to the severity of the breach and the amount of each of these will not exceed 10% of the amount of the VAT excluded contract, nor can the total of them exceed 50% of the contract price.

O.4. Processing of penalties.

If the Administration opts for the imposition of penalties, the relevant administrative file must be processed, in which a hearing period of five days must be granted to the contractor. The amounts of those must be made effective by means of consideration in kind or with a subscription.

However, in case of serious non-compliance, the person responsible for the contract may contract with third parties the supply subject to the contract, if this is necessary to ensure the normal operation of the units of the contracting entities.

The procedure will be applied in accordance with the applicable regulations at the time of the infringement and according to the internal regulations of each entity.

The invoicing will incorporate the deductions that result from the calculations of the agreed penalties.

If the delay in meeting the deadlines occurs for reasons not attributable to the contractor, it is necessary to comply with the provisions of article 195 LCSP.

In any case, the late incorporation of the contractor does not require a request or prior request from the Administration.

O.5. Economic consequences applicable to the invoice

Prior processing of the procedure indicated in section O.4, those indicated in the penalties indicated in section O.3, and in particular the following,

non-compliance	Reasons for crediting the invoice for service errors	Periodicity	penalty
delivery	Delivery time delay (attributable to the supplier), except books that are difficult to locate and correctly reported	On every order	€0.60 for every €1,000 of the contract price, excluding VAT.
	Emergency service delay (attributable to the supplier)		10% of the bill with a maximum of €300/day
	Delay in replacing the supply affected by an incident of more than 24 hours (attributable to the supplier)		10% of the invoice with a maximum of €100 for each additional 24 hours of delay attributable to the supplier.
	Wrong product (units or quality do not match what was ordered)		10% of the invoice with a maximum of €50 for each faulty product

Management and billing	Non-delivery of the corresponding delivery note once the order has been delivered		10% of the invoice with a maximum of €100
	Delay of more than 30 days in the delivery of the invoice		10% of the invoice with a maximum of €50
	Erroneous prices or discounts, per item and delivery		10% of the invoice with a maximum of €50

O.6 Communication and incident management

For the provision of maintenance actions, the admitted company will designate a person in charge and provide an email address for the notification and follow-up of incidents, as well as a telephone number at no additional cost for derivative inquiries and/ or the escalation of incidents and necessary actions, or a web access or incident management tool if this is agreed with the entity with which the specific contract is signed.

The dialogue with the entities will be carried out with the interlocutors authorized by them, who will be identified as responsible for the specific contracts in the PCAP, or to whom these people delegate.

In any case, the company awarded a specific contract will indicate, for each incident, an incident number that will serve as an identifier for monitoring the same and must inform the entity of the evolution, already either by phone, email and/or through a web access or incident management tool, as previously agreed.

Q. Maximum price for SDA ads

Given the provisions of Article 224.6 LCSP, there are no costs to be charged to bidders, since participation in the system is free.

Q. Additional information

For inquiries of a technical, administrative or legal nature, you can go to the contractor's profile or email licitacions@csuc.cat. The responses to the clarifications or amendments to the specifications will be binding and will be made public in the corresponding contractor profile, pursuant to the provisions of article 138.3 of the LCSP.

Those interested can request additional information on the tender, both legal and technical, throughout the validity of the SDA.

With regard to the establishment or subsequent admissions of candidates to be selected in the SDA, this request must be made at least ten (10) working days before the end of the period set for the presentation of proposals. This additional information will be provided at least six (6) working days before the deadline for submission of proposals.

Operational and technical queries of the SDA can be addressed directly to the responsible coordinator of the contract or the person who is contacted for the monitoring of the execution.

In the specific contracts made by the recipient entities, it will be possible to request additional information or clarifications regarding the invitation made. The request for information must be made directly to the receiving entity.

A. Modification of the SDA and specific contracts

Although the administrative and technical specifications document reflect the types of supplies needed as well as the estimated amounts thereof, given the nature and purpose of the contract, it will be necessary to foresee the modification of the same to adapt it to the real needs of the users at every moment

R.1. MODIFICATION OF THE SDA: Once the SDA has been perfected, modifications may only be introduced, in the cases provided for in article 205 LCSP (modifications not foreseen). These modifications cannot affect the essential conditions of the contract and must be formalized in an administrative document.

The inclusion of new products and services that fall under the categories of the SDA shall not be considered amendments to the SDA.

R.2. MODIFICATION OF SPECIFIC CONTRACTS. Once the specific contract has been perfected, modifications may only be introduced for reasons of public interest, in the cases provided for in articles 204 (planned modifications) and 205 LCSP (unplanned modifications) and must be formalized in a document.

Without consideration of modification, and only in the case of categories and supplies or services expressed in unit prices, it will be possible to increase the number of units supplied up to 10% of the contract price, without the processing of the corresponding file being necessary modification, as provided for in article 301.2 LCSP (supplies).

Anticipated modifications of specific contracts:

In accordance with the provisions of art. 204 of the LCSP, and without prejudice to the powers to modify contracts provided for in arts. 205 of the LCSP and 9 of Decree Law 3/2016 expressly provides for the possibility of modifying the contract in the following cases:

- a) If, during the term of the contract, there are technological, economic or user needs variations, which suggest a modification or adaptation of the services initially provided for in the contract (upwards or downwards).
- b) If, during the term of the contract, the real needs were higher than those initially estimated.

In the event that the needs of the bidding entity for the specific contract change, the quantities of the specific contract may be modified by up to 20%. These will have to be motivated by new consumption by the recipient entity, or centers with dependency or affiliation with the same entity.

R.3. MODIFICATIONS FOR ADDITIONAL BENEFITS, UNPREDICTABLE CIRCUMSTANCES AND NON SUBSTANTIAL MODIFICATIONS.In accordance with article 205 LCSP, supplies may be added to those initially contracted as long as the change of contractor was not possible for economic or technical reasons for the entities receiving the supply. In any case, the overall maximum limit of a modification for this reason will be 50% of the initial value of the contract, VAT excluded, in isolation or together with the rest of the modifications. When the need to modify an existing contract derives from circumstances that arose and were unforeseeable at the time the tender was carried out, understanding that of the SDA or the specific contracts of the recipient entities, compliance with the conditions must be justified next:

R.4. In any case, the contracting body must approve the modification of the contracts prior to their execution.

In the case of the planned modifications: The modifications planned and agreed by the contracting body will be mandatory for the contractors. In the case of unanticipated modifications: The procedure for an unanticipated modification will additionally require a hearing with the contractor.

The procedure for the two types of modifications is as provided for in R.7.

R.5.However, they are not considered causes of modification, because they do not alter the economic cost of the contract, the variations or adaptations in the calendars foreseen in the execution of the contract that involve a redistribution of the budget annuities, provided that it is necessary to carry out the same for justified reasons of supervening character and not imputable to any of the parties.

R.6.Contractors may not introduce or execute any modification without prior approval by the CSUC, and, where applicable, of the corresponding budget, by the Competent Authority.

R.7. Procedure for amending the SDA and specific contracts:

The head-coordinator of the SDA or the head of the specific contract of the beneficiary entity in the case of specific contracts, will issue a report justifying the need for the modification and qualifying and quantifying them.

Planned modification: In this case, it will be necessary to notify the contracting body to the company or companies to which the modification applies, with the justification for it, in accordance with the provisions of articles 203, 204 and 207 LCSP. In these cases, there is no need for a hearing with the contractor, it is sufficient with the notification, publication and formalization of the modification.

Unplanned modification:The need to modify the SDA/specific contract will be communicated to the contractor, granting him a hearing period of fifteen (15) working days, after which the competent contracting body will agree, in his case, on the approval of the modification, determining its effects. The supporting report, if applicable, the contractor's allegations, as well as all the reports generated in the modification procedure must be published in the Contractor's Profile. In the event that the modification is to a SARA contract, it must be published in the DOUE.

Contractors may not introduce or execute any modification of the SDA/specific contracts, without due prior approval by the CSUC, or the beneficiary entity and without the approval of the corresponding budget, by the Competent Body, if applicable .

S. Responsible for the contract by entities

S.1. The head-coordinator of the SDA is the Director of Joint Purchases of the CSUC.

S.2. Those responsible for specific contracts are the people indicated below, or those listed on each invitation or at the time of placing the order,

entity	Responsible for the contract
UOC	Esther Simon Riazuelo
UPF	Montserrat Espinós i Ferrer
UVIC-UCC	Gemma Mascaró Parramon
UDL	Marion Capdevila
UDG	Angels Merino
URV	Josepa Rius Masip
URJC	Magdalena Nebot Boberg
UPC	Dídac Martínez
UAB	Núria Casaldàliga

In the event that specific contracts are tendered and awarded directly by entities affiliated to the SDA, those responsible for the contracts will only be those of the entity itself. In the case of entities that join after the formalization of the SDA, they will designate their corresponding contract manager.

S.3The contract manager of each entity will have the capacity to:

- a) Promote and call the necessary meetings with the contractor in order to solve any incident in the execution of the object of the contract in the terms that best suit the public interests.
- b) Propose to the person in charge of the contract-coordinator the resolution of the incidents arising in the execution of the contract, following the procedure established in art. 97 of the RGCAP.
- c) Propose the imposition of penalties to the person in charge of the contract-coordinator.
- d) Propose, to the person in charge of the contract-coordinator, the extension of the contract.
- e) Propose to the person in charge of the contract-coordinator the exercise of the prerogatives contained in art. 190 et seq. of the LCSP.
- f) Establish the appropriate guidelines in each case, being able to require the successful tenderer, at any time, the information it requires on the status of execution of the object of the contract, the successful tenderer's duties, and compliance with the deadlines and performances
- g) Attend the reception acts and sign the reception act(s) (or document certifying compliance or non-compliance) and, where appropriate, approve or not the invoices presented.
- h) Direct instructions to the contractor as long as they do not involve a modification of the object of the contract or oppose the provisions in force or those derived from the specifications and other contractual documents.
- i) Inspect and be informed, when requested, of the execution of the object of the contract.
- j) Exercise any function that contributes to the proper functioning of the supply, which is not the responsibility of the contracting body.

T. Special conditions of execution

Those expressly indicated in the PPT and the contractors' obligation to communicate to the Manager-Coordinator, at his request, the list of specific contracts that have been awarded to them, indicating: Contracting Administration, period of validity, possible extensions, PBL and VEC .

U. Content and characteristics of the electronic presentation of offers

In the electronic submission of offers, bidders will need to provide,

1. Documentation proving economic and financial solvency, as well as technical or professional solvency. In order to certify the technical and economic solvency, it is necessary for the bidders to certify the solvency in the ways provided for in section F of the table of characteristics.
2. Accrediting documentation of the candidate's personality and capacity. It will be necessary to provide the deed of incorporation of the company registered in the Mercantile Registry and, if applicable, of modification registered in the Mercantile Registry.
3. Certificates from the competent bodies, certifying that the successful tenderer is aware of the tax obligations with the State and the Generalitat de Catalunya and of Social Security contributions.

Foreign companies must present a certificate of absence of debts to the tax and labor/social security authorities of their country.

In any case, this documentation can be replaced by a certificate from the candidate's auditors indicating the absence of debts with the fiscal and social/labour security authorities of their country.

4. Civil liability insurance policy provided for in clause 33a and the last receipt showing the payment of the premium and a responsible declaration committing to renew the policy annually.
5. Accreditation of representation. The representation will be accredited as follows:
 - When acting in one's own name. A copy of the bidder's current national identity document (DNI) or passport must be presented.
 - When appearing on behalf of another. It will be necessary to provide a power of attorney, granted before a public notary registered in the Commercial Register or equivalent and a copy of the representative's national identity document (DNI) or passport.
6. Annex 0 DEUC duly completed.
7. Annex II PCAP "Conditions of suppliers" (Excel format)

If the tenderer is registered in RELI, ROLECE or an equivalent register of tendering companies and the data is current and meets the requirements of this PCAP, he is exempt from the obligation to present documents from 1 to 5.

Required documents that are not reported in the RELI, ROLECE or equivalent register must be submitted separately.

In the event that the tenderer does not provide the aforementioned documentation, he will not be admitted to the SDA.

Every 5 years, the Contracting Authority will ask admitted companies for a sworn statement that they continue to comply with the documents required for admission.

The affiliated entities, once a year or in specific contracts, may ask admitted companies for an affidavit that they continue to comply with the documents required for admission.

V. Invoicing and payment conditions for specific contracts

The supplies purchased through the specific contracts will be paid for by the entity receiving the supplies.

It is the power of each entity to decide and determine the form of invoicing for the supplies received, which may be a single invoice for all the supplies made monthly, or several disaggregated invoices in the form that the Administration that receives the supplies decides (e.g. by research group, by unit, etc..), as may be required that the invoices are sent through the electronic portal they consider appropriate. In accordance with the supply, the invoice will be processed.

The invoices issued must explicitly contain all the information necessary for their correct interpretation. They will include, at least, the following concepts:

File number, category, management center fiscal data, supplier fiscal data, order date, delivery note number, library management system purchase order order number (or other identification provided by the University) that assigns to each book, invoice number, place of delivery, product description (title), ISBN, number of products, amount without VAT (in €), VAT and the amount including VAT.

Some entities will only accept invoices with these requirements:

- Order number of the entity, in a visible place.
- Internal reference of the University.
- title
- Unit price, excluding VAT (maximum 2 decimal places).
- % Discount.
- Unit price, with discount, excluding VAT (maximum 2 decimal places). The discount is applied to the unit price, excluding VAT (maximum 2 decimal places).
- Total price, with discount, excluding VAT (maximum 2 decimal places). This total price is the sum of the unit prices (of each item) with discount, excluding VAT. The discount does NOT apply to the total price (VAT excluded).

For entities that request it, each invoice will be accompanied by a file with all the details of the invoice for review and review.

Alternatively, and with the express acceptance of the person responsible for the contract, equivalent solutions will be accepted that allow a thorough review of the invoice.

In any case, the financial parties responsible for the contract are the participating entities, so they will be the ones who will receive and pay the resulting invoices.

For the entities that request it, the contractor will send at the end of the period that is determined, a list of all the supplies made in that period, indicating the amount of each of them and the breakdown of the supplies made and the corresponding VAT. The list of invoiced supplies must provide as much detail as possible for each of them.

W. Adherence of the organizations participating in the SDA and the specific contracts

W.1. The consortia and entities initially adhering to the joint procurement identified in group A have expressly expressed their compliance with the tender and the specifications through an agreement adopted according to what is established in the CSUC's internal procurement regulations that:

1. Enables the CSUC contracting body to approve the file and order the opening of the SDA award procedure.
2. It involves the entity's commitment to participate in the recruitment procedure.

W.2. Any accession by the entities provided for in section A.1.2 of the table of characteristics that is carried out in the SDA, will lead to the entity seeking accession issuing a document with the minimum content provided for in Annexes III or IV of the internal recruitment regulations of the CSUC, which will state at least that:

1. Expressly approve the tenders.
2. Manifest the will to adhere to the SDA.

W.3 The adhesion agreement with the entities adhering to the SDA enters into force on the day of its signature, except for those categories or products offered under the Dynamic Procurement System and included in contracts, in force, signed by the Entity and other contractors. In these cases, the adhesion to those categories or products will be effective at the end of the validity of the previous contract.

W.4. Entities affiliated to the SDA may deregister from some category or the entire SDA, by sending a notice of withdrawal signed by a representative of the entity with sufficient power to the e-mail licitacions@csuc.cat. This cancellation will be effective the day after it is published on the CSUC contractor's profile.

W.5. Adhesion to a specific contract processed by the CSUC can only materialize once the adhesion to the SDA has been formalized. It will require the entity seeking membership to issue a document where it will state at least that:

1. Communicate supply needs.
2. Certify the existence of credit.
3. Express the will to adhere to the specific contract processed by the CSUC.

Once the CSUC receives the duly signed accession agreement document from the new participating entity, its incorporation will be notified by e-Notum to approved contractors and subsequently published on the CSUC contractor profile.

W.6. Entities participating in the specific contracts may not disassociate themselves from them except as provided for in the applicable regulations.

X. Administrative matters

X.1 Calculation of deadlines

The terms to be counted from the notification shall be calculated from the date of sending the same or of the notice of notification, if by electronic appearance, provided that the act subject to notification has been published on the same day in the contracting body's profile. Otherwise, the deadlines will be calculated from the receipt of the notification by the interested party.

X.2 Declaration on electronic communication

In the "offer registration form for the file" of the "telematic offer" tool, the persons authorized to receive notifications through the e-Notum system will be designated and the e-mail address to receive them will be indicated. ALL electronic communications to the SDA tenderer and the specific contracts carried out by the beneficiary entities will be made to the address and the persons indicated.

Y. Presentation of offers through the Electronic Catalogue

Y.1 Definition of the electronic catalog

The electronic catalogue, provided for in Article 36 of Directive 2014/24/EU, is an electronic format for the presentation and organization of tender information that constitutes the means

of access for economic operators to a procurement procedure public that must be processed electronically.

Economic operators will have to adapt their general catalogs based on the documents and formats described. This adaptation ensures that the catalog transmitted to respond to a certain procurement procedure only incorporates products that the economic operators have estimated meet the requirements of the contracting authority.

In addition, when there are sufficient guarantees regarding traceability, also in the equality of treatment, as is the case, the recipient entities are authorized to generate offers related to specific purchases on the basis of previously sent electronic catalogs.

Y.2. Regulations and regulation of the Electronic Catalogue

Entities participating in the SDA will be able to award contracts based on the dynamic procurement system by purchasing that the offers relating to a specific contract are presented in an updated electronic catalog format. In this case, the contracting authorities must use one of the following methods:

- a) Invite bidders to resubmit their electronic catalogs, adapted to the requirements of the specific contract, or
- b) Notify bidders of their intention to obtain, from the electronic catalogs already presented, the information necessary to constitute offers adapted to the requirements of the specific contract in question, provided that the use of this method has been announced in the specifications of the recruitment of the SDA.

The affiliated entity has the ability to make a new tender inviting all bidders to submit a new offer and award it to the best, or it has the ability to buy directly from the electronic catalog in accordance with clause 23 of the PCAP.

The participating entity may announce a future purchase by catalog so that bidders can adjust the catalog price. In this case they will notify all the suppliers admitted to the corresponding category.

Y.3 Format of presentation of companies' offers:

The Contracting Authority will establish the format for the presentation of offers for electronic catalogs, to which bidders must adapt their offers, the form of presentation thereof and the electronic tool used for their processing.

By standardizing the offers presented in the electronic catalog in a common format for all suppliers, it is easier to compare offers, increase operational efficiency, improve efficiency and reduce the effort required for affiliated entities and economic operators. With the presentation of the documents for the adhesion to the SDA, the tenderer must present his initial execution conditions according to the format established by the contracting body in Annex II PCAP. This information must be kept up to date throughout the term of the contract.

The heads of the entities, when they consider it, may ask the suppliers to provide new information.

Suppliers will only offer products in the categories to which they have been admitted and it is their responsibility that the information contained in their electronic catalog is true, correct in form and up to date.

Y.4 Update of offers in the electronic catalog

The electronic catalog contains the execution conditions presented by the admitted companies, at a given point in time, which can be improved, revised and updated.

Bidders have the opportunity to check that their bids are still valid and, if not, to correct any material changes or errors. At all times the contracting body will understand that the performance conditions are valid at the time of the order and that they will remain constant until billing.

This applies to purchases against electronic catalog as long as a specific contract has not been made and new conditions have been agreed.

Y.5. Manual of use of the electronic catalog

The operation of the technological platform that supports the electronic catalog is documented in manuals and video tutorials, available to suppliers and affiliated entities.

The current version of these manuals is included in Annex III of the PCAP. Manuals and video tutorials updated with the latest version will be found on the notice board of the recruiter's profile.

At the beginning of the implementation of the SDA, training sessions will be held for suppliers and entities on the operation of the electronic catalog.

I. General provisions

First. Needs to be met, object and legal regime of the tender

1.1. The needs that must be met through the SDA and the contracts that derive from it are those contained in the technical specifications (PPT, hereafter), in section B (Needs) of the table of characteristics of this PCAP, as well as in the needs report contained in the file. The SDA provided for in this specification has the objectives set out in section A.1 (object) of the table of characteristics.

1.2. The object of the contract is that provided for in section A.1 (object) of the table of characteristics.

1.2.1. THE CSUC to promote the efficiency of public spending, a principle embodied in the Statement of Reasons for Law 9/2017, of November 8, on Public Sector Contracts and respect for the principles of equal treatment, non-discrimination, transparency, proportionality and integrity, promotes, for this fiscal year 2023, this SDA of printed books, digital books and other digital content, in order to rationalize current purchases and public spending, therefore considering that it is a service and supply of a usual and current nature, the characteristics of which make it possible for them to be easily carried out by operators on the market, so that the public interest will always be satisfied, it is considered appropriate to go to an SDA, of in accordance with the provisions of art. 223 et seq. LCSP.

The process of streamlining services constitutes an opportunity for change, generating benefits for both suppliers and the administration itself: greater convenience in processing, elimination of trips with the corresponding saving of time and money, increased transparency, greater competition and participation of the regional business fabric and the opening of the market. For this reason, the CSUC proposes an innovative purchase structure combining the SDA procedure with the use of the Electronic Catalog that will allow contracting in a more agile, transparent way and with comparative indicators, and at the same time, it facilitates the economic operators who can satisfy the object of the contract may be admitted in the same SDA,

The SDA also facilitates the incorporation of new products throughout the duration of the contract as long as they belong to one of the categories indicated in the PCAP.

1.2.2. Phases of the SDA

The tender is articulated in two phases. In the first, the companies admitted to the SDA will be selected, and in the second, the object of the contract to be consumed by each Center will be hired.

a) Establishment: with the aim of selecting the companies admitted to the SDA, some solvency requirements are defined (Section F of the table of characteristics) that the companies must meet in order to be able to apply for subsequent specific contracts. Once the presentation of the documentation is open, they will be given 30 days to present the documentation and within a period of 10 days extendable to 15, the contracting body will respond to the admission or not of the companies that present themselves and specific contracts can be concluded.

From the moment of its publication and until the expiration of the SDA, any professional or company that meets the required requirements, in terms of capacity, professional qualification and solvency, may apply for admission to the system without a time limit of admission, as established by the arts. 224 and 225 LCSP. For new additions or admissions to the SDA, these will be resolved in the first ten days of each of the even months (February, April, June, October and December, with the exception of August), resolving all the requests of those economic operators who have requested entry into the system since the last admission resolution.

Likewise, candidates who have been admitted to the SDA may withdraw at any time, by sending a notification through electronic means, expressing their wish to withdraw from the system.

Non-admitted companies can re-submit during the validity of the SDA.

The SDA tender is carried out by the CSUC. Tendering for specific contracts may be carried out centrally by the CSUC itself or decentralized by the affiliated entities themselves.

In the request to participate in the SDA, no technical offer must be submitted, but an initial excel with the supplier's execution conditions.

The purposes of establishing this SDA are:

- Select the companies admitted to the SDA for each of the categories, with no limit of admitted companies.
- Set the general conditions for the award and execution of the subsequent specific contracts of this SDA where the type of articles/books to be supplied will be determined.
- Determine the remuneration system, the general conditions of the maintenance supplies and the basic terms which can be modified in the specific contracts.
- Administratively structure and enable the use of the electronic catalog.

b) Specific contracts

b.1) During the validity of the SDA, specific contracts may be concluded by the contracting body of the CSUC or the affiliated entities inviting all the suppliers admitted to the corresponding category. In this case, the entities will have a period of 10 working days to present their offers.

b.2) Entities may also purchase by electronic catalog without the need to hold a new tender, as stated in article 36.4 b of the DC, which establishes that offers can be made based on the catalogs that bidders will submit

b.3) The specific contracts may be of a multi-year nature. As many specific contracts may be tendered for each category as is considered appropriate.

The call for the award of each specific contract must include, at least, the following information:

- quantity
- products
- Place of delivery
- Award criteria

The complete offer (with prices and other details that may be required) must be submitted in accordance with what is indicated in each document of the specific contract within the framework of the SDA.

b.4) The purposes of the specific contracts are:

- Specify the needs corresponding to the period of duration of the corresponding specific contract.
- Improve catalog offers.
- Award the supply of the corresponding books among the companies accepted by the SDA.

It will be in the documents that will govern the specific contracting where a greater level of concreteness can be reached so that the selected companies can proceed to complete their economic offer, at the time of being invited to participate in the specific contract.

Specific aspects will be fixed or delimited in the specific contracts, which will have to be published through the necessary particular technical or administrative prescriptions.

1.2.3. The goods subject to this SDA are grouped in the categories specified in the table of characteristics.

Bidders may apply to one or more categories, each of which is a bidding unit. Admission to each of the categories will be resolved by means of an admission resolution from the hiring body. The CSUC, as the managing entity of this SDA, may introduce new CPVs to the categories as long as they are related to the object of the same category, which do not require different capacity of the contractors from the one initially requested and, in any case, giving it the right publicity.

1.2.4. The description and characteristics of the services to be provided by the admitted companies are defined in the specifications, in which the factors of all kinds to be taken into

account are specified. If applicable, the description and characteristics will be defined in more detail in each of the tenders carried out during the period of validity of this SDA.

1.3. The qualification of the contract is that provided for in section A.2 of the table of characteristics.

1.4. The codification relating to the Common Vocabulary of Public Contracts (CPV) is the one provided for in section A.3 of the table of characteristics.

1.5. In the event of a discrepancy between this specification and any other contractual document, the provisions of this PCAP prevail.

1.6. Ignorance of any of its terms of the content of the contract, this specification or any other document that has the character of contractual documentation does not exempt from compliance.

1.7. This SDA and the specific Contracts derived from the SDA, have the nature provided for in Section A.2 of the Table of Characteristics and will be governed by the clauses of this Specification and, where not provided for therein, by Law 9/2017, of November 8, on Public Sector Contracts, by which European Parliament and Council Directives 2014/23/UE and 2014/24/UE, of February 26, 2014, are transposed into the Spanish legal system (henceforth LCSP).

1.8. With regard to the use of the electronic Catalogue, the provisions of Directive 2014/23/EU and 2014/24/UE of the European Parliament and of the Council of 26 February 2014 (hereafter DC) will be complied with. Additionally, the remaining rules of administrative law and, if not, the rules of private law will apply.

1.9. The parties are also governed by the following legal rules:

- The LCSP, Law 9/2017, of 8 November, on public sector contracts.
- Decree-law 3/2016, of 31 May, on urgent measures in the field of public procurement.
- Art. 159 of Law 5/2017, of March 28, on fiscal, administrative, financial and public sector measures.
- General regulation of public administration contracts, approved by Royal Decree 1098/2001, of 12 October (from now on, RGLCAP), as far as applicable and not incompatible with the LCSP.
- Decree 107/2005, of 31 May, creating the Electronic Register of Bidding Companies of the Generalitat of Catalonia.
- ORDER VEH/172/2017, of July 25, approving the applications of the Public Procurement Services Platform and the Digital Envelope.
- Law 39/2015, on the common administrative procedure, Law 40/2015, on the legal regime of the public sector and Law 59/2003, of December 19, on electronic signature.

- Law 1/1998, of January 7, on language policy and the rules that develop it.
- Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, development regulations and Regulation (EU) 2016/679, of the European Parliament and of the Council, of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data.
- Law 25/2013, of 27 December, promoting electronic invoicing and creating the accounting register of invoices in the Public Sector.
- Law 29/2010, of August 3, on the use of electronic media in the public sector of Catalonia.
- Law 10/2007, of 22 June, on reading, books and libraries.
- Government Agreement 151/2014, of 11 November, on the general entry point for electronic invoices in Catalonia (DOGC no. 6749).
- Additionally, for the rest of the rules of administrative law and, in their absence, for the civil provisions in force regarding applicable obligations and contracts. The CSUC's Internal Recruitment Regulations will also apply.

Likewise, the contract will be governed by the conditions set out in this specification and in the PPT, which are an integral part of it.

1.10. The presentation of the offer by the bidder must conform to the provisions of this set of particular administrative clauses and will imply the unconditional acceptance by him of the content of the PCAP, the PPT and all the documentation that makes up this tender, without any exception or reservation. The interpretation of the contract and the discrepancies regarding its application will be done taking into account in the first place the PCAP which will prevail over any other rule.

1.11 In addition to the general obligations derived from the legal regime of this SDA, the employer will be obliged to comply with the provisions in force in the field of labor legislation, social security, safety and hygiene at work, environmental and social management rules, as well as to those that may be promulgated during its execution. The breach of these obligations by the contractor will not imply any responsibility for the Contracting Authority.

Second. Recipient entities

The recipients of the supplies subject to this SDA are the entities indicated in section A.1 of the table of characteristics.

Third. Recruitment and file approval body

3.1. The CSUC, by agreement of the universities and entities that make up the purchasing group, is the processing entity of the SDA.

3.2. The contracting body of the SDA is the director general of the CSUC.

3.3. The SDA's procurement body has approved the procurement file, having obtained from the different entities that make up the purchasing group their adhesion to the joint procurement.

3.4. The contracting body has the following prerogatives:

- The interpretation of the SDA.
- The resolution of the doubts offered by its compliance.
- The agreement of the modification of the SDA.
- The agreement on the extension of the SDA in accordance with what is provided for in this PCAP.
- The agreement of the resolution of the SDA, and determine its effects.

3.5. The procurement body for the specific contracts will be the procurement body of the CSUC or the corresponding procurement body of each of the entities benefiting from the supplies, which has been assigned this competence.

3.6 Pursuant to the provisions of article 36 DC, it is foreseen that offers may be made based on the catalogs that the bidders will present at the establishment of this SDA. For this reason, bidders will have to present a catalog with their execution conditions according to the specifications detailed in the specifications.

These catalogs may be completed later by the companies admitted to the SDA, when the Contracting Authority informs the bidders through a communication, of the intention to constitute the offers in accordance with the conditions of their catalogs, adapted to the specific needs of the Contracting Authority.

Once the candidates admitted to the SDA have taken the actions necessary to complete their catalogs, the contracting body will select from among them and from each of the catalogs of the candidates who have not objected, those conditions that satisfy the needs of affiliated centers. This selection will be made, applying the established award criteria.

Fourth. Base tender budget and estimated value of the SDA

4.1. Given the provisions of article 100.3 LCSP, despite the fact that it is not mandatory prior to the processing of the SDA to approve a tender base budget (PBL), a detail of the same is made in section C.1. of the characteristics box.

During the specific contracts, a basic tender budget will be indicated applying the provisions of article 100 of the LCSP. For this reason, the existence of credit will be certified by the entities receiving the supplies prior to the bidding of each of the specific contracts.

In tenders for specific contracts, tenders from tenderers that exceed the maximum amount or, if defined, maximum unit prices, will be automatically rejected.

In any case, and in order to adjust to the needs of the recipient entities and given that it is a selection where admitted companies are required to give a plurality of goods to be supplied, through a unit price ratio, without the number of them being fixed, the maximum volume that can be contracted by category through the SDA is indicated. This planning based on the needs of the entities, as determined in the thirty-third Additional Provision of the LCSP, will operate exclusively in the execution of the specific contracts they carry out.

The tender base budget is the estimated maximum value excluding VAT of the set of specific contracts planned during the validity of the SDA.

4.2. The estimated value of the contract (VEC) of the SDA is determined in section C.2 of the table of characteristics, and has been calculated taking into account the expenditure that would potentially be generated during its entire possible duration, including extensions. In any case, this value is indicative and not binding.

4.3. The prices or economic values referred to in this document and in the technical specifications document are expressed without the VAT that may correspond, which is considered an independent item. Nor are the other taxes that may be applicable reflected.

Fifth. Place of provision of the supply and period of validity of the SDA

5.1. The nature of the supplies and services subject to the SDA means that they must be provided in the premises of the entities benefiting from the procurement and/or in the premises of the contractor, in accordance with what is provided for in the PPT and, in any case, with the means of the contractor.

5.2. The maximum term of validity of the SDA, of the specific contracts and of their possible extensions will be that determined in section D of the table of characteristics.

The duration of the specific contracts will be independent of that of the SDA, with the legal limits provided for in the applicable regulations at that time. Specific contracts may only be

awarded within the framework of an SDA during its validity, the date relevant to understanding that this requirement has been met being the award of the specific contract. Therefore, the specific ones can exceed the end date of the SDA.

5.3. The specific contracts will be understood as completed by the contractor when he has performed the entirety of the service, in accordance with the terms thereof and to the satisfaction of the recipient of the services.

Sixth. Selection and admission procedure. Provisional guarantee

6.1. Admission to the contract: restricted procedure, with ordinary processing. At the tender, any interested entrepreneur, who complies with the legal requirements, may present a proposal, excluding any negotiation of the terms of the contract with the bidders.

6.2. The tender will be announced in the Official Journal of the European Union (DOUE) and in the contractor profile of the CSUC.

6.3. The administrative clauses and technical prescriptions that regulate this tender are available in the CSUC contractor profile.

6.4. The contract subject to this tender is subject to harmonized regulation.

6.5. Provisional guarantee, in accordance with the provisions in section G of the table of characteristics.

Seventh. Assessment criteria for the SDA and specific contracts

For the establishment of the SDA, those companies will be admitted that comply with the economic and technical solvency indicated in section F of the table of characteristics as well as the rest of the documentation requested in section U of the table of characteristics.

The proposals for the specific contracts will be assessed in accordance with the assessment criteria detailed in each tender by the contracting entities and in accordance with what is provided for in section J of the table of characteristics.

The Contracting Board, when acting, may request the technical reports it deems necessary before formulating its award proposal.

Eighth. Accreditation of the ability to hire

In accordance with the content of section E of the table of characteristics, Spanish or foreign natural or legal persons may present offers, who prove their economic, financial and technical solvency in accordance with what is provided for in section F of the table of characteristics.

The circumstances relating to the capacity and the absence of prohibitions to contract must occur at the time of submission of the application for participation in the SDA and subsist at the time of the completion of the specific contract in question.

Those companies that had participated in the preparation of the technical specifications or the preparatory documents of the contract, by themselves or through a temporary union of employers, will not be able to participate in the tender, provided that this participation may cause restrictions on free competition or assume a privileged treatment compared to the rest of the bidding companies.

Ninth. Hiring profile

9.1. In order to ensure transparency and public access to information relating to its contractual activity, and without prejudice to the use of other means of advertising, the CSUC has the contractor profile which will be accessed according to the specifications that are regulated on the website:<https://www.csuc.cat/ca/seu-electronica>.

9.2. In the contractor profile of the CSUC will be published the tender and the admission of the SDA and any mention that is expressly contemplated in this tender.

9.3. The dissemination through the profile of the contractor of the information relating to the admission of the SDA will have the effects provided for in section 2a, of chapter I of book two of the LCSP.

9.4. The entities will publish the specific contracts according to clause 25 of the PCAP.

II. Admission procedure for companies in the SDA

Ten. Selection and admission procedure

10.1. Admission to the SDA will take place according to the terms indicated in section I of the table of characteristics. This selection and admission procedure, in which any interested entrepreneur may present a proposal, excluding any negotiation of the terms of the contract, it will be carried out as indicated in this tenth clause and the following ones. This tender is carried out according to the provisions of articles 224 and 225 LCSP.

Companies may apply for participation in one or more of the categories into which, if applicable, the SDA is divided.

The selection or admission procedure for SDA companies is as follows:

1.- The contracting board will qualify the general documentation of the bidding companies: personality, ability to work, qualification, economic-financial solvency, technical and the rest of the documentation required in Envelope A. Bidders must possess the capacity and solvency necessary to participate in this tender by the deadline for submission of offers.

In this way, the first list of entrepreneurs admitted to the SDA will be established, which due to the specific nature of this type of system can be successively expanded as long as there are new requests from companies that meet the requirements of 'admission established, in this way, we will have a varied number of bidders who will provide us with a wide range of offers with which we will obtain better value for money for the supplies demanded.

Any operator who wishes can participate in the system, without a maximum number, by submitting an application for membership that expressly states:

- That meets and accepts the approved capacity and solvency conditions, the predetermined selection criteria, as well as the other conditions established in the contractual documents.
- That you want to adhere to the SDA to participate in the acquisitions and benefits that derive from this SDA.

To be part of the SDA, all companies that comply with the admission criteria established in the table of characteristics will be admitted, without limiting the maximum number of candidates to be admitted. In the event that categories have been established within the SDA, specific selection criteria may be set for each category and within each category all companies that comply with these criteria will be admitted.

The admission agreement must be adopted by the Contracting Authority of the CSUC, with the proposal of the recruitment board and its acceptance or rejection will be communicated within ten working days, extendable to fifteen days from from its reception.

As provided for in the first clause of this tender, companies may be presented throughout the entire validity of the SDA. These new admissions of companies in the SDA will be resolved in the first ten days of each of the even months during the same validity of the SDA. The fact of being admitted to the SDA implies only the right to receive by electronic or telematic means the invitations to participate in future specific contracts within the framework of the system and to be able to present their electronic catalogs, for those categories in which they have been admitted

The submission for admission to the SDA implies the unconditional acceptance by the tenderer of the content of all the clauses or conditions, without possible exception or reservation, as determined in article 139.1 LCSP.

Selected companies may withdraw from the system at any time provided that a representative of the company with sufficient powers notifies the contracting authority in good faith by electronic means with two months' notice.

2.- Only companies admitted to the system at the time of starting the specific recruitment may participate in the procedure for specific recruitment.

The frequency of specific contracts will depend on the needs of the Contracting Authorities. All employers admitted to the SDA will be invited simultaneously to the presentation of offers, specifying the date and time of commencement.

The electronic presentation of offers can be made through the Electronic Catalogue, as specified in the characteristics table. The Contracting Authority, as established in article 36 DC may require that the offers be presented in the form of an electronic catalogue.

10.2. From the publication of the SDA announcement until it expires, companies will be able to have free, direct and complete access to the tenders and all the documentation in the file.

10.3. The Contracting Authority and the contractor will submit to the obligation of confidentiality of the information referred to in article 133 of the LCSP.

Eleventh. Proposals: documentation and form of presentation

11.1. Characteristics of the proposals

The proposals will be secret and their presentation will mean the tenderer's unconditional acceptance of the content of the Administrative Clauses and Technical Prescriptions that govern the tender.

Foreign companies must present the documentation in English, Spanish or Catalan and with the reliable requirements required by current regulations.

Each tenderer may submit no more than one proposal. Nor can he subscribe to any proposal in a temporary grouping with other companies if he has done so individually, nor appear in more than one temporary union.

Violation of these premises automatically results in the exclusion of all bids submitted by the same bidder.

11.2. Presentation of proposals in the SDA

The CSUC will announce the contract tender in its contractor profile (https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=205997) and through the public procurement electronic platform.

The submission of proposals and requests for membership for this procedure will be made through the public procurement electronic platform within the deadline indicated in the announcement. The presentation of the proposal implies the unconditional acceptance by the employer of the content of all the clauses or conditions of this specification, without exception or reservation.

Proposals will be submitted using the electronic bid tool and attaching the documents indicated in Letter U of the characteristics table. In order to submit an offer for a file, the following is necessary:

11.2.1. Completion of the registration form

The completion of the offer registration form must be done before the deadline for submission of offers in the file.

To access the form, you must first search for the tender announcement on the public procurement portal (https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=205997).

Once the file for which you want to submit an offer has been selected, a box will appear on the right side of the screen where you will need to click on the link "Electronic submission of the offer" which will open a new tab with the registration form of offers for the file.

Once the company, registration and contact details have been filled in, click the "Add" button to proceed to the next step.

If the information entered is incorrect, errors appear at the top of the form.

Once the information has been validated, the form disappears and is replaced by a captcha (non-robot validation) and a button to complete registration.

Once the registration is complete, the space is created to make the offer and an email is sent to all the contacts previously entered in the form with the link to be able to activate it.

11.2.2. Presentation of the offer/documentation

The presentation of the offer: the documentation is sent and the presentation is finalized with a proof of presentation of the offer. The data reported by the bidding company in the presentation form, together with the attached files, are sent to the corresponding contracting body through the PSCP, leaving evidence of receipt in the Corporate Registry of the Generalitat (S@ rcat) o Registration integrated with the MUX of the AOC Consortium. Bidders may attach a compressed file containing as many documents as necessary up to a maximum of 10 MB total per bid. At least one document must be attached. The most common document formats are accepted (pdf, zip, etc...) Once the offer has been sent correctly, the bidding companies receive the proof of presentation, signed electronically by the PSCP, with the details of the offer and the check-in number, date and time.

11.2.3. Amendments to the submitted documentation

In the event that the procurement body has identified defects that can be corrected in the offer, it must ask for clarifications or supporting documentation (in the event of a successful tenderer), it may open an amendment/clarification/supporting documentation for an offer within a period. In these cases, the company will receive an automatic email to the address provided in the offer submission form. This email indicates the reason for the amendment/clarification/supporting documentation and the link from which you must attach the required documentation.

11.3. Documents of the tendering companies of a confidential nature

In order to protect certain information provided by the companies, given their special characteristics, and without violating the principles of publicity and transparency, bidders must identify the documentation or information they consider to be confidential.

The confidential nature is limited to documents and information that have a great value or represent an important asset for companies, to be the result of investments in research or knowledge acquired through experience, to represent a strategic value of the advantages competitive with other companies or because it is a certain form of business management.

Generic or absolute declarations of confidentiality will not be accepted and will have no effect. For these purposes, it will be necessary for the tenderer to specify in his declaration which specific documents or parts of them must be considered confidential; the extent to which they must be protected from the knowledge of another bidder; and identify the specific right or legitimate interest that justifies its confidential nature and that, in your case, could be compromised by access to the documentation.

11.4. Writing language of the documents

The administrative documentation required in envelope A for the establishment of the SDA must be presented in one of the two official languages: Spanish or Catalan and the qualitative and economic documentation required in the specific contracts must be presented in the language determined by the convening entity.

Twelfth. improvements

Bidders may offer improvements under the conditions determined in section J of the table of characteristics. If they are accepted, the improvements will be understood as included in the award price, and must be clearly identified in the corresponding envelope.

Thirteenth. Recruitment desk

13.1 The recruitment board for admission to the SDA will be made up of the people indicated in section K of the table of characteristics. The specific contracts must be what is determined by the entity convening the tender. However, the board will be able to act with the assistance of specialist advisers who are necessary, according to the nature of the matters to be discussed.

The designation of the members of the procurement board is done specifically for the award of the contract referred to in this specification.

13.2. The recruitment board will only act in the cases listed in section K of the table of characteristics.

13.3. With the exception of the president and the members who are assigned the functions corresponding to legal advice and economic and budgetary control of the CSUC, the members and substitutes of the recruitment board may, for duly justified reasons, delegate their vote to another member or deputy of the table regardless. In this case, the delegation must be made in writing and documented in the corresponding meeting minutes.

13.4. The functions of the recruitment board are those established by the LCSP and its regulatory development.

Fourteenth. Documentation to present

It should be borne in mind that the personal data of the bidding companies, obtained by the Administration in this procurement procedure, will be processed by the unit responsible for the processing activity in order to be able to certify and check the information provided, regarding the Basic Information on the protection of bidders' personal data. Likewise, it should be remembered that, in the event that, on the occasion of participation in this tender,

companies must communicate personal data, both to incorporate them in their offers and to certify compliance with the requirements prior to the award, which provide for articles 6 and 11 of Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, with respect to the prior informed consent of the persons affected.

As it is an SDA, admission requests will be valid for the entire duration of the SDA. They must be submitted using the electronic submission of offers, as determined in clause eleven, and attaching the documents indicated in letter U of the characteristics table.

Fifteenth. Evaluation of applications for admission to the SDA

15.1. At the end of the deadline for submission of applications for participation, the recruitment board will proceed in a private session to evaluate the documentation presented by the candidates in their application for participation and will automatically reject those companies that do not provide all the required documentation or that do not comply with the selection criteria set out in this specification.

In the event that there are candidates whose documentation was presented with defects or omissions considered amendable, the interested parties will be notified via the platform, for the purposes of their amendment within a maximum period of 3 working days, counting from their communication , if they do not do so, they will be excluded from the SDA.

The procurement board may request from the bidding companies the clarifications it needs about the certificates and documents presented or require them to present additional ones. In this case, the bidding companies will have a period of five (5) calendar days, without which they can present themselves after the bids have been declared accepted, in accordance with article 22 of the RGLCAP.

Once the defects in the submitted documentation have been corrected, if applicable, the procurement board will evaluate and propose the companies selected to be part of the SDA and those excluded to the procurement body as well as, where appropriate, the causes of exclusion

The evaluation of the requests will be carried out within the terms established in section I of the table of characteristics.

15.2. Evaluations of requests for participation throughout the validity of the SDA

Requests for participation can be received throughout the duration of the SDA. The evaluation of the requests will be carried out within the terms established in section I of the table of characteristics.

The evaluation will be carried out as provided in section 15.1.

Sixteenth. Admission of companies to the SDA

16.1. Once the contracting board proposes to the contracting body the admission or exclusion of companies in the Dynamic Acquisition System, the contracting body will declare the admission or exclusion of companies in the SDA, as well as the reasons for exclusion. This decision will be notified to each candidate and will also be posted on the CSUC contractor profile.

This same process will be repeated throughout the validity of the SDA as many times as requests for participation are received, grouped (every even month except August).

16.2. Reasons for non-acceptance of applications for participation in the SDA

Participation requests will not be accepted:

- Those presented simultaneously by the same company or by an individual entrepreneur.
- Those presented in a temporary union with other companies when one or more of the companies that make it up have also submitted a joint candidacy that is part of another temporary union.
- Presentation of different participation requests by related companies in which one exercises effective control over the other, by having a large majority in the participation of its capital. However, if the tie-up occurs before the end of the deadline for submission of participation requests, the offer determined by common agreement between the aforementioned companies may be replaced. Related companies will be those that are in any of the cases of article 42 of the Commercial Code.
- Those that are not signed by the corresponding representative(s), and have not been amended within the corresponding period.
- Do not submit the required administrative documentation in time and form, unless this is considered a defect or error that can be corrected by the Assistance Body.
- The documentation presented does not meet the requirements of this set of terms and conditions.
- They have not corrected within the period granted for this purpose, the defects or correctable errors observed in the previous qualification of the documents by the Assistance Body.
- Failure to submit the required electronic catalog in the correct format as specified in clause Y. of the table of characteristics.

In the case of non-admitted companies, they may reapply for admission once 30 days have passed from the date of communication of the non-admission agreement, but their admission, requirements and procedures will be those that are determined in the fifteenth and corresponding clause of this contract.

Seventeenth. Guarantees

17.1. Constitution definitive guarantee

In accordance with the provisions in section G of the table of characteristics.

17.2. Warranty term

In accordance with the provisions in section M of the table of characteristics.

Eighteenth. Admission and notification

18.1. The decision on admission to the SDA will be made within the terms provided for in article 225 LCSP and as determined in clause nineteen.

18.2. Desert SDA statement. The contracting body may declare the SDA or one of its categories vacant, with reasons, when there is not at least one candidate or when no candidate meets the selection criteria set out in the table of characteristics. In the event that a category of the SDA becomes vacant, this category will remain active so that the admission of companies may be possible later as regulated in the fifteenth clause of this document.

Nineteenth. Formalization through the admission decision

19.1 The admission of the tenderer to the SDA once the documentation provided in envelope A has been verified, and if applicable, with the relevant amendments will be resolved by the contracting body. In the event that the resolution is negative, considering the non-compliance with the conditions that allow admission, it will also be resolved and notified by the contracting body itself.

19.2. The notification must contain, in any case, the necessary information that allows the excluded tenderer or discarded candidate, to file a sufficiently substantiated appeal against the admission decision, and in particular a summary statement of the reasons why their application has been rejected admission

19.3. The notification will be made via platform to the email address that the bidders have designated when submitting their proposals. In addition, the admission and non-admission decisions of the candidates will be published in an aggregated form on the hiring profile.

19.4. The notification of the resolution and its subsequent publication is considered formalization and will be executed subject to the clauses of this specification and in accordance with the instructions given to the contractor by the CSUC contract manager to interpret it.

Twenty. Return of documentation

Not applicable.

Twenty-one. Update of the SDA

The SDA can be updated with regard to the data provided by the companies and when the update is necessary in the execution phase; as well as the data of the companies that apply for admission in categories that had not been submitted.

The suppliers must keep up to date Annex IV called "Conditions of execution of the SDA"

III. Bidding and awarding of specific contracts

Twenty-two. General tendering criteria for specific contracts

Admission to the SDA does not give the right to the provision of the supply of the products. This provision will be made in the event that the companies awarded the SDA receive, under the cover of a specific contract, or through the offers presented in the electronic catalog, the corresponding orders from the participating entities.

The recipient institutions of the SDA will acquire, under a specific contract, either through second bidding or catalog purchase, the supplies subject to this SDA under the conditions detailed in this clause, following and consistent.

Once the SDA has been established, the corresponding tenders may be called which will be processed in accordance with the provisions of the applicable regulations, the administrative clauses and technical prescriptions and the procurement regulations of the tendering entity of the specific contract or of the buy by catalog

Each contract that is intended to be awarded within the framework of an SDA must be the subject of a tender, except that offers have been submitted in the electronic catalog format, detailed in section Y. of the table of characteristics.

The specific contracts will be executed subject to the administrative specifications and technical specifications and in accordance with the instructions given to the contractor for their interpretation.

The award of specific contracts may be made, at the discretion of the Entity and with the limitations established in section J of the table of characteristics.

Twenty-three. Invitations to specific contracts

Once the companies have been admitted to the SDA, the procurement body can proceed to acquire the items they need, through specific contracts and prior monitoring of the procedures detailed in this clause.

Suppliers are not required to submit to all specific contracts.

23.1. Invitation of offers for specific contracts through the electronic catalog

The continuous purchase of the participating entities obliges the bidders to continuously update the prices of the supplies that may be the subject of the tender. This circumstance leaves the participating entities to communicate to all bidders the expected consumption of each of the products subject to each tender.

The participating entity interested in purchasing by catalog must, prior to the purchase, have sufficient credit, referenced to the specific file within the framework of the SDA, for a maximum amount calculated based on budget availability, consumption historical and unit tender price of the specific contract.

Entities affiliated to the SDA may notify all admitted companies of their intention to purchase supplies through the electronic catalog so that they present their catalogs adapted to the requirements of the specific contract. Likewise, companies admitted to the SDA can present and update their catalogs at any time without the need for any affiliated entity to have requested it.

Admitted companies must present their catalogs adapted to the format indicated in section Y.3 and following the instructions for use indicated in section Y.5, both of the characteristics table.

The second tender inviting everyone will be mandatory for purchases that exceed the amount of harmonized supply contracts and for contracts with valuation criteria subject to a value judgment.

In all other cases, it will be possible to stock up through the electronic catalog.

23.2 Invitation of offers for specific contracts through second tender

The Contracting Authority may also invite all companies admitted to that category to submit an offer through a second tender, subject to the provisions of the arts. 162.4, 163.2 and 226.2 LCSP. In the invitations to participate, companies will be given instructions on the requirements for submitting bids. If applicable, at the bidding of the specific contract, tenderers will be given a specific set of administrative clauses and a set of specific technical prescriptions, which will include the basic data of the tender and the mandatory technical characteristics of the products to be purchased .

The term for the submission of offers will be ten working days, counted from the date of sending the written invitation, although this term may be extended if so indicated in each tender.

23.2.1. Call. Depending on the established award criteria, the proposals may be made up of one or two envelopes, which will be reported in the call: the first envelope (envelope B) will include the corresponding documentation to be able to evaluate the offers based on the quantifiable criteria through value judgments, and in the second envelope (envelope C) the criteria will include the corresponding documentation to be able to evaluate the offers based on the quantifiable criteria through Application of Formulas. The offers will be submitted following the instructions attached to the invitation given to the bidder, and will be made in PDF format by means of the application of the electronic offer (if there are only automatic criteria) or Digital Envelope 2.0 (if there are criteria of value judgment) or in the electronic tool and format indicated in the invitation.

In accordance with the provisions of article 226.4 in relation to article 167 letter e) of the LCSP, bids that do not conform to the provisions of the specifications will be considered irregular or unacceptable, those that have been submitted outside term, those that show signs of collusion or corruption, those that have been considered abnormally low by the procurement body, or those whose price exceeds the basic tender budget.

The procurement body, when approving the tender for the specific contracts, will indicate the expected consumption of each of the products subject to tender, prior study of their needs and prior credit certification and approval of the expenditure, referenced to the specific file in the framework of the SDA, for a maximum amount calculated based on budget availability, historical consumption and unit tender price of the specific contract.

23.2.2. Documentation of the specific contract invitation

This call for tenders will include, at least:

- Purpose and needs of the contract (characteristics of the supply of books).
- Name of participating centers.
- Contracting body of the specific contract.
- Designation, if applicable, of the Contracting Board.
- Designation, if applicable, of the person in charge of the contract and the person in charge of the center.
- Duration of the contract and possible extensions.
- Maximum tender budget (VAT broken down separately).
- Estimated Contract Value (VAT excluded).
- Guarantee of the specific contract, if applicable.
- Evaluation criteria for offers: discount, delivery time, urgent price, cataloging.

- Form of tender.
- Date of public opening of the offers.
- List and quantities of supplies requested.
- Supply and/or maintenance address.
- Form of financing and necessary supporting documentation, if applicable
- Form of invoicing if applicable
- Others, if applicable

About B: Proposition evaluable through Value Judgments.

The quantifiable offer through a value judgment will be submitted following the instructions attached to the invitation delivered to the bidder, and will be made using the electronic tool and format indicated in the invitation.

In the event that quantifiable variants or improvements are allowed through value judgments, only those variants or improvements that have been expressly provided for in the tender announcement may be taken into consideration. In this case, it will be specified in each tender about which elements and under what conditions their presentation is authorized and whether or not they may have an economic impact.

Under no circumstances will documentation on the award criteria quantifiable through the application of formulas be included in this envelope, nor any reference to them, this being grounds for exclusion from the procedure, to violate the secret nature that must have propositions

About C: Evaluable proposal through Application of Formulas

The quantifiable offer through the application of formulas will be submitted following the instructions attached to the invitation given to the bidder, and will be made in PDF format by the electronic tool and format indicated in the invitation.

A price must be offered for each and every one of the products indicated in the invitation given to the bidder, excluding bidders who do not make a price offer for all the products and concepts indicated in this tender.

The financial proposal, duly signed and dated, must conform to the official model that will be attached as an annex to each tender.

In the economic offer, you must indicate, as a separate item, the amount of the Value Added Tax that must be passed on.

The economic offer shall be understood as including for all purposes the other taxes, levies, fees and fees of any kind that are applicable, as well as all expenses that arise for the successful tenderer, as a result of the fulfillment of the obligations provided for in this contract.

When the payment of the total price of the goods to be supplied consists partly in money and partly in the delivery of goods of the same class, the valuation of these must be expressly recorded by the entrepreneurs in their offers.

Each tenderer may only present one financial offer, financial proposals for an amount higher than the previously approved budget not being accepted.

In the event of a discrepancy between the amount entered in figures and the amount entered in letters, the amount entered in letters will prevail.

Those proposals that contain omissions or errors that prevent clear knowledge of everything that the Contracting Authority deems essential for the offer will not be accepted.

Once the offers have been evaluated, the tenderer in whose favor the award proposal had been awarded will be required to provide that documentation linked to the fulfillment of special conditions of execution and any other required for the formalization of the contract.

23.2.3. Opening of the offer

a) If there is no recruitment board, the procedure will be as follows:

The management unit that processes the specific contract defined by the Contracting Authority will "open" the offers of the electronic envelopes in a private session.

Once the envelopes have been checked, the actions will be recorded in a report.

In a non-public session, the submitted documentation will be analyzed and the bids received will be assessed in accordance with the award criteria set out in the specific contract, they will be ranked in descending order and their award proposal will be submitted to the Contracting Authority.

Given that we will find ourselves in a case of automatic validation of the objective criteria (therefore no table is needed), this validation can be mechanized in a computer program that performs functions equivalent to those described above, until the award proposal is drawn up will raise to the Contracting Authority.

b) If there is a recruitment board, the procedure will be as follows:

The procurement board will proceed, in public session and at the place, date and time indicated in the invitation to the count of proposals submitted, it will inform the number of proposals submitted and the name of the bidders.

After the envelopes of the financial offer have been read, the session of the public act will be adjourned and the actions will be recorded in a record.

In a non-public session, the submitted documentation will be analyzed and the bids received will be assessed in accordance with the award criteria set out in the specific contract, they will be ranked in descending order and their award proposal will be submitted to the Contracting Authority.

In both cases, a) ib), if any economic offer exceeds the basic tender budget indicated in the invitation, contains a manifest error, or there is recognition by the tenderer that it suffers from an error or inconsistency that makes it unviable, the proposal will be rejected in a reasoned resolution. The change or omission of some words in the economic offer model, as long as the meaning is not altered, will not be sufficient cause for the rejection of the proposal.

Twenty-four. Awarding of specific contracts

24.1. Awarding of specific contracts through the electronic catalog

The procurement body may use the conditions of execution of the catalog to form an offer with the referenced conditions, being able to award the offer, to contract directly from the electronic catalog. The awarding of these specific contracts will be carried out by sending the order validated by the entity's representative.

Adjudications via electronic catalog must be advertised accordingly.

24.2. Awarding of specific contracts through second bidding

The management unit that processes the specific contract, or if applicable, the procurement board will analyze the offers and make the proposal to the Contracting Authority that will agree on the award in favor of the company that makes the offer with the best value for money, in accordance with the evaluation criteria of the specific contract. The award must be motivated and will be notified to the bidding companies and, simultaneously, will be published on their Contractor Profile. In the notification and in the Profile of the contractor, the term in which it must proceed with its formalization will be indicated.

The notification must contain, in any case, the necessary information that allows the excluded bidding company or the discarded candidate to file a sufficiently substantiated appeal against the award decision. In particular, it will express the classification of offers, with determination of the winning offer.

Notwithstanding the provisions of art. 152 LCSP, the Contracting Authority will not be able to declare the tender void when there is any offer or proposal that is admissible, in accordance with the criteria listed in this specification and the tender for the specific contract that corresponds.

In the event that, after following the procedure provided for in the PCAP, no bid has been submitted, or the bids are not admissible in accordance with the criteria listed in the tender, the Contracting Authority, at the proposal of the management unit that processes the specific contract, or if applicable, of the procurement board, it will declare the tender void and it will be possible to choose between:

1. Summon a new specific contract.
2. Award the contract through a negotiated procedure, in accordance with the provisions of art. 168.a) LCSP and in article 7 of Decree Law 3/2016, provided that the initial conditions of the contract are not substantially modified.

Once the specific contracts have been awarded (with a second tender) where a certain consumption has been foreseen for a period of time, the management centers will successively carry out partial provisioning against this initial forecast according to their needs.

Twenty-five Formalization of specific contracts

The CSUC will not be responsible in any case for the rights and obligations that for the affiliated entities derive from the SDA and the corresponding specific contracts.

The Contracting Authority will issue an Award Resolution on the reference contract and pursuant to what is established in article 153 of the LCSP when dealing with specific contracts within an SDA, the formalization of the contract will not be necessary. It is sufficient to accept the communication of the Award Resolution for its improvement, according to what is established in article 36.3 LCSP.

Specific contracts within the framework of an SDA are perfected with a contract or with a resolution of the award, and this is an essential requirement to be able to start their execution.

Pursuant to the provisions of article 226 LCSP, the notification to non-awardees of the specific contract will be made through the procurement platform.

Regarding the specific contracts derived from the offers presented in the electronic catalog, they will be perfected with their award, which is done by sending the order.

The procurement body for each specific contract will publish quarterly the specific contracts already perfected, individually or grouped, in the contractor profile, within 30 days following the end of each quarter, in the manner provided for in article 154.4 LCSP.

This report will contain at least the information that the LCSP establishes for minor contracts (art. 64.3 LCSP): object, duration, the award amount, including VAT, and the identity of the successful tenderer, ordering the contracts for the identity of the successful bidder.

IV. Rights and obligations for companies admitted to the SDA and those awarded specific contracts

Twenty-six. Rights and obligations of admitted companies

26.1. Admitted companies will be subject to the generic obligations established by the applicable legislation, the specifications (administrative and technical prescriptions) and, in particular, will remain obliged to execute the SDA and the specific contracts subject to their clauses and in accordance with the instructions given to the contractor responsible for the contract for its interpretation.

26.2. The supplier must respond to all those controls that derive from laws, rules or decrees of an official nature and of a European, state or regional level, which are in force during the contract and which apply to it.

26.3. Participation in the system will be free for companies, who will not have to bear any expenses.

The companies awarded the specific contracts will pay the general expenses, the taxes, the cost of raising the contract to a public deed, as well as all the licenses, authorizations and permits necessary to properly execute and deliver the goods that are the subject of the supply. Also, they will be obliged to meet all the expenses that the company has to carry out for the fulfillment of the specific contracts of the SDA, such as general, financial, insurance, transport and travel, materials, facilities, staff fees at your expense, for verification and testing, fees and all types of taxes, VAT, the tax that may correspond to the performance of the activity and any others that may arise from the execution of the aforementioned SDA and of their specific contracts during their validity.

26.4. In addition to the general obligations derived from the legal regime of the contract, and those foreseen in each case in the PPT, the following are specific obligations of the contractor:

Twenty-seven. Labor or social obligations

The contractor is obliged to comply, under his responsibility, with the provisions in force on labor relations, Social Security and any other generally applicable.

Failure to comply with these labor or social obligations by the successful tenderer, or the violation of the provisions on safety and hygiene at work, will not entail any type of responsibility for the CSUC or for the entities receiving the benefits

The contractor must comply with all the obligations that as a company, regardless of its contractual relationship with the entity receiving the supply, apply to it in matters of safety and health at work, in accordance with the regulations on the prevention of current occupational risks and its development regulations, and especially those relating to the coordination of business activities facilitating the documentation required by the CSUC.

The contractor will provide training to those responsible for the contracts of the recipient entities or direct managers of the supplies so that their handling and treatment involve the minimum possible risks. It is stipulated as a special condition of execution in accordance with article 202 LCSP.

Twenty-eigh. Prevention of occupational risks

The contractor must comply with all the obligations that as a company, regardless of its contractual relationship with the entity receiving the supply, apply to it in matters of safety and health at work, in accordance with the regulations on the prevention of current occupational risks and their development regulations, and especially those relating to the coordination of business activities facilitating the documentation required by each of the entities.

The contractor will identify and evaluate the occupational risks associated with the activity that is the subject of the contract and must adopt the corresponding preventive measures and establish and facilitate the necessary means of protection for their correct execution, as well as inform the CSUC, d in accordance with current regulations.

Twenty-nine. Defective execution and delay

The contractor is obliged to fulfill the contract within the set total term and the indicated partial terms, for its successive execution. It is also obliged to comply with the service level agreements established in the guidelines for this tender.

If, at the end of a term, the contractor has incurred a delay due to causes attributable to him, the entities receiving the benefits may choose, without distinction, to terminate the contract or impose the penalties set out in the PCAP and the PPT, without the need for prior notice of default.

The entities receiving the benefits will have the same rights, when they reasonably presume that as a result of the delay, the contractor cannot complete the delivery period of a phase or the total delivery period.

The amount of the penalties does not exclude the compensation for damages to which the entities receiving the benefits may be entitled, caused by the contractor's delay.

If during the execution of the supply the existence of defects or defects in the work carried out is proven, the entities receiving the benefits will have the right to claim the amendment of those that are inadequate.

The entities receiving the services will determine if the supplies made by the contractor conform to the prescriptions established for their execution and compliance, requiring, if necessary, the performance of the contracted services and the correction of defects observed on occasion from the reception. If the supplies made do not correspond to the service contracted, as a result of defects or defects attributable to the contractor, he may reject the same being exempt from the payment obligation or having the right, where appropriate, to recover the price satisfied.

Thirty. Duty of confidentiality

The companies selected in the SDA and the awardees of the specific contracts of this SDA are obliged to comply with what is established in the twenty-fifth additional provision of the LCSP and the LOPDGDD and the RLOPD, in relation to personal data in that have access during the validity of the SDA and the specific contracts.

The provider undertakes not to disseminate and to keep absolutely secret all the information to which it has access for the provision of services and to supply it only to personnel authorized by users.

The supplier is obliged to maintain absolute confidentiality and reserve any data that he may know as a result of participation in this tender, or, on the occasion of the fulfillment of the contract, especially those of a personal nature, which may not be copied or used as purposes other than those for which the information is intended.

The supplier will be responsible for any breaches of the duty of confidentiality that may occur on the part of the personnel under its charge. It is also required to apply the necessary measures to guarantee the effectiveness of the principles of least privilege and need to know, by the personnel participating in the development of the contract.

The supplier will inform its staff in charge of carrying out contract execution tasks, and the rest of the staff who may directly or indirectly have access to the information, documents and data, of their obligation to respect their confidential nature and to keep professional secrecy.

The supplier will immediately inform the CSUC of any fact or incident that may affect the confidential nature of the information, documents and data, whether it occurs as a result of errors or incidents in the information systems (intrusions, loss of information, unauthorized access, etc.), as by the actions of its staff, as by third parties.

Thirty-one. Protection of personal information

31.1. The bidding companies are obliged to treat in accordance with the legislation on the protection of personal data those personal data that they may have to manage in order to prepare their offers. In particular, the bidders will become Responsible for the treatment of the use they make of the personal data of CSUC workers and the entities that participate in the SDA to which they have access due to their interest in the tender, oblige themselves to use this data solely for the tasks related to the preparation of their offer and to inform the interested parties in the terms described in article 14 of the RGPD.

31.2. Bidders will include in their offer the minimum personal data to meet the requirements of the tender. The CSUC will become Responsible for the treatment of the use it makes of this data. The bidding company will inform the interested parties of this communication of data, according to the terms established in the RGPD. The tenderer will provide interested parties with the following information in relation to the processing of personal data carried out by the CSUC as a result of the communication of data:

- Responsible for the treatment: CSUC and the entities participating in the tender.
- Purpose: to develop the CSUC's administrative procurement files in the terms defined by the legal regime of the contract. Personal data will be kept exclusively during the periods provided for the purpose by law.
- Legitimation: legal obligation. Compliance with the requirements of Law 8/2017, of November 8, on Public Sector Contracts. Derived from the submission of an offer to the open tender by the CSUC.
- Categories of personal data that are communicated: contact data (name, surname, email, telephone and position)
- Recipients: the CSUC and entities participating in the tender. Other recipients due to legal obligation or solely to carry out actions related to the purpose of data communication.
- Rights: Rights may be exercised before the CSUC and/or the entity participating in the tender.

31.3. The successful bidders may not apply or use the personal data to which they have access for purposes other than those of the object of the contract and necessary for its execution. Nor will they be able to communicate them to third parties, not even for their preservation.

31.4. Once the specific contract has been executed, the successful bidders must return to the contracting entity, in accordance with what is legally established or the instructions it transmits at that time, the personal data that have been processed during its validity, together with the supports or documents that contain any personal data.

31.5. In the event that any legal provision requires the preservation of the data, or part of them, the awardees must preserve them, properly blocked, to prevent access and processing to the extent that they may arise responsibilities of their relationship with the contracting entity.

31.6. Failure to comply with what is established in the previous sections may result in the awardee being considered responsible for the treatment for the purposes of applying the sanctioning and liability regime provided for in the data protection regulations.

31.7. Should the specific contracts in this SDA involve the processing of personal data by the awardees, the data protection clauses associated with the personal data processing assignment will be detailed in the specific tenders in this SDA.

The successful tenderer undertakes to sign within 15 days of the award of the contract the document relating to the specific data protection clauses with each of the entities participating in the tender.

Supply by the Awardee to the participating entity may not begin until the formalization of the document relating to the specific data protection clauses, nor the collection of the supply associated with it. The non-signature of the document may imply the termination of the contract in relation to the participating entity with which the signature has not been formalized.

The document relating to the specific data protection clauses will be the own of each entity and will have to comply with the directives for the drawing up of contracts between managers and data processors, drawn up by the AEPD, as well as other aspects derived from the data protection regulations that require its inclusion in the clauses of the cited document, such as the standard contractual clauses for the international transfer of personal data established by the European Commission and the provision of appropriate guarantees.

Reference:

- <https://www.aepd.es/sites/default/files/2019-10/guia-directrices-contratos.pdf>
- <https://www.aepd.es/es/derechos-y-deberes/cumple-tus-deberes/medidas-de-cumplimiento/transferencias-internacionales>

Thirty-two. Compensation for damages

The contractor will be obliged to indemnify the entities receiving the supplies or services for the damages they suffer as a result of a breach of contract attributable to the contractor, provided that there is a causal link between their action or omission or the fact that it is imputable, and the damage or harm caused.

The contractor will not respond in cases of force majeure or other impediment that is unforeseeable or unavoidable.

The contractor will be responsible for the work carried out by his collaborators and subcontractors, will execute the contract at his own risk, and will be obliged to indemnify all damages caused to third parties as a result of the operations that the execution requires of the contract, except in the event that the damages are caused as an immediate and direct consequence of an order from any of the entities receiving the benefits.

Thirty-three. Insurance

The contractor must have a civil liability insurance policy that covers bodily, material, consequential and pure economic damages caused by action or omission to third parties during the exercise of their activity. For the appropriate evidentiary purposes, it will be necessary to provide a policy and a bank receipt certifying the payment of the annuity corresponding to the current year.

The minimum insured capital required to bid in this competition is 300,000 euros per claim per year, with a sublimit of 150,000 euros for pure property claims.

The insurance must provide coverage during the term of the contract, with the contractor assuming the payment of the policy premium and having to certify to the CSUC, annually and during the term of the contract, the annual renewal of the policy and the premium payment.

Thirty-four. Ethical principles and rules of conduct

34.1. Bidders and contractors will adopt ethically exemplary conduct and act to avoid corruption in any of its possible forms.

34.2. In this sense and aside from those other duties linked to the principle of action mentioned in the previous point, based on the ethical principles and the rules of conduct to which bidders and contractors must adapt their activity, they assume particularly the following obligations:

- a) Immediately notify the contracting body of possible conflict of interest situations.
- b) Not to request, directly or indirectly, that a public office or employee influence the award of the contract.
- c) Not to offer or facilitate personal or material advantages to public officials or employees, neither for them nor for people linked to their family or social environment.
- d) Not to carry out any other action that may violate the principles of equal opportunities and free competition.
- e) Do not carry out actions that put the public interest at risk.
- f) Respect the principles of free market and competitive competition, and refrain from conduct that has as its object or may have the effect of preventing, restricting or distorting competition, such as collusive behavior or fraudulent competition (back-up

offers, removal of offers, allocation of markets, rotation of offers, etc.). Likewise, report any act or conduct aimed at those purposes and related to the tender or contract of which he was aware.

- g) Not to use confidential information, known through the contract, to obtain, directly or indirectly, an advantage or financial benefit in one's own interest.
- h) Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services contracted.
- i) Collaborate with the contracting body in the actions it carries out to monitor and/or evaluate the fulfillment of the contract, particularly by providing the information requested for these purposes.
- j) Report acts of which he is aware and which may lead to a breach of the obligations contained in this clause.
- k) The rest of those provided for in the Code of principles and recommended conduct in public procurement approved by the Government of the Generalitat of Catalonia, in all that is applicable to tenderers.

34.3. Failure to comply with any of the obligations contained in the previous section 2 by the bidders or the contractors will be grounds for termination of the contract, without prejudice to those other possible consequences provided for in current legislation.

34.4. This procurement is subject to the principles of socially responsible public procurement of electronic products, consequently the successful tenderer, using his influence, must ensure that the production conditions and the distribution chain are carried out according to the rules and labor and environmental standards, occupational health and safety, non-discrimination and prohibition of the exploitation of child labor, etc. which appear in the fundamental conventions and declarations of the OIT and the Universal Declaration of Human Rights of the UN, with respect to international labor rights and the applicable national norms.

Thirty-five. Special rules regarding the contractor's labor staff

35.1. The contractor is solely responsible for the selection of personnel who, meeting the qualification and experience requirements required in the specifications (in the event that specific qualification and experience requirements are established), will form part of the work team assigned to the execution of the contract, without prejudice to the contractor's verification of compliance with those requirements.

The contractor will ensure stability in the work team and that the variations in its composition are punctual and obey justified reasons, with a view to not altering the proper functioning of the service (when there are reasons that justify this demand), informing at all times of the variations.

35.2. The contractor undertakes the obligation to exercise in a real, effective and continuous manner, over the staff members of the work team in charge of the execution of the contract, the power of direction inherent in every employer. In particular, it will assume the negotiation and payment of wages, the granting of permits, licenses and holidays, the replacement of workers in cases of leave or absence, the legal obligations in the field of Social Security, including the payment of contributions and the payment of benefits, when applicable, the legal obligations in terms of occupational risk prevention, the exercise of disciplinary authority, as well as how many rights and obligations derive from the contractual relationship between employee and employer.

The contractor's staff will depend solely and exclusively on the latter, who will have all the inherent rights and obligations as an employer, and in no case will the CSUC or the entities receiving the benefits be responsible for the obligations arising between the successful tenderer and the its workers as a direct and indirect consequence of the contracted supply.

35.3. The contractor will especially ensure that the workers assigned to the execution of the contract carry out their activity without going beyond the scope of the functions performed with respect to the activity defined in the specifications as the object of the contract.

35.4. The contractor will be obliged to execute the contract in its own premises or facilities unless, exceptionally, it is authorized to provide its services in the premises of bodies, organizations and entities that are part of the public sector. In this case, the personnel of the contractor company will occupy work spaces different from those occupied by public employees. It is also up to the contracting company to ensure compliance with this obligation. In clause 5.1. of the PCAP, the need for the execution of the contract to be provided in the offices of the entities that are part of the public sector is motivated.

35.5. The contractor must appoint at least one technical coordinator or manager, integrated into his own staff, who will have the following obligations:

- a) Act as the contractor's interlocutor vis-à-vis the contracting entity, channeling communication between the contracting company and the staff members of the work team attached to the contract, on the one hand, and the contracting entity, on the other , in all matters related to the execution of the contract.
- b) Distribute the work among the staff in charge of the execution of the contract and give them the orders and work instructions that are necessary in relation to the provision of the contracted service.
- c) Supervise the correct performance by the staff members of the work team of the functions entrusted to them, as well as control the attendance of the aforementioned staff at the workplace.
- d) Organize the vacation regime of the staff assigned to the execution of the contract, having to coordinate properly with the contracting company, in order not to alter the proper functioning of the service.

- e) Inform the contracting entity about occasional or permanent changes in the composition of the work team assigned to the execution of the contract.

35.6. Upon the termination of this contract, the persons who have carried out the work covered by the contract as staff of the CSUC or of the entities receiving the benefits may not be consolidated under any circumstances.

35.7 When, for the provision of the supply, the supplier's personnel must access the facilities of the CSUC or another entity, it will be necessary to adapt to the regulations, schedules and protocols thereof.

Thirty-six. Intellectual property rights

The contractor acknowledges the intellectual property rights of the entities benefiting from the service, especially the development, ceding all exploitation rights and their property (transferred exploitation rights: reproduction, distribution, public communication and transformation on the development result in favor of the entity).

Ownership of the development affects not only the final product, but the set of works, sketches, diagrams, previous documents, flow diagrams and, as a whole, each and every one of the works capable of being the subject of intellectual and industrial property carried out by to development

The lender guarantees to the customer that the development is absolutely original and that it has all the intellectual property rights, having been completely made by him, so he can guarantee that all the software and tools used do not violate any regulations , contract, right, interest or property of third parties.

Thirty-seven. Use of the corporate image of contracting entities

The contractor, with regard to the commercial use of the corporate image of the participating institutions, will be required to request authorization for use, and may not incorporate in its commercial information any logo or sign that directly identifies the participating institutions except for express authorization issued by the competent body of the institutions.

Thirty-eight. Modification of the contractor's eligibility conditions

During the validity of the SDA and when applicable, of the specific contracts, the contractor must communicate, within a maximum period of five (5) working days, the variations that affect his aptitudes to contract with the Administration relating to his ability to to work, prohibition to contract and solvency.

In cases of merger of companies in which the contracting company participates, the current SDA will continue with the absorbing entity or with the entity resulting from the merger, which will be subrogated in all rights and obligations derived from it.

In the event of spin-off, contribution or transfer of companies or branches of activity thereof, the SDA or the specific contract with the entity to which the SDA is attributed will continue, which will be subrogated in rights and obligations derived from the same, as long as it has the solvency required when the award was agreed or that the various companies benefiting from the aforementioned operations and, in case of subsisting, the company from which the assets, companies or segregated branches come, take responsibility jointly with that of the execution of the SDA. If the subrogation could not take place because the entity to which the contract is awarded does not meet the necessary solvency conditions, the contract will be terminated, generally considered as a case of termination due to the fault of the successful bidder.

In order for the succession in the person of the contractor due to merger, absorption, spin-off, contribution or transfer of company or branch of activity to have the intended effects, it will be necessary to process a contract modification.

Thirty-nine. Obligations derived from sectoral provisions

The contractor remains obliged to comply with the provisions in force in the field of tax, labor, social, safety and hygiene legislation at work, social integration of people with disabilities, equal opportunities between men and women, protection of personal and environmental data, as well as full compliance with all the obligations imposed on it by sector regulations.

The CSUC is exonerated from any type of responsibility arising from the breach by the contractor of the obligations imposed on him by the aforementioned legislation.

During the validity of the SDA and the specific contracts, the contracting authority may require the contracting company to provide documentary evidence of compliance with the aforementioned obligations.

Forty. Effects of breach of obligations

Any serious breach by the successful tenderer of the obligations provided for in clauses 27 to 39, and in particular any breach of the prescriptions relating to security and data protection, will constitute a very serious breach for the purposes of the penalties provided for in specifications, as well as sufficient cause for the unilateral termination of the contract by the contracting authority.

V. Provisions relating to the execution of the contract

Forty-one. Responsible for the contract

The person responsible for the contract is appointed as provided for in section S of the table of characteristics.

Forty-two. Penalties for non-compliance

42.1. The contractor is responsible for the services subject to the contract being provided within the agreed time, place and with the characteristics and requirements established in the specifications. He is exempt from responsibility in cases of force majeure that can be justified.

42.2. Breach of the contract will be penalized in accordance with what is provided in section O of the table of characteristics.

Forty-three. Reception of benefits

In the formalization documents of the specific contracts, the term for the formal reception of the supplies and services will be determined, as well as the competent body for this reception.

The contract must be executed subject to the provisions of the administrative and technical clauses and the instructions given to the contractor by the contracting authority and the person responsible for the contract.

Forty-four. Remuneration of the contractor and payment of the price

44.1. The awardee's remuneration will be made up of the award price (breakdown prices of the awardee's economic offer), which will be paid by the entities receiving the services and/or supplies.

In any case, to set the final amount of remuneration (price), it will be necessary to take into account the penalties and regularizations applicable in each period, provided for in the specifications.

44.2. The payment of the invoices is foreseen in the form and time indicated in section V of the table of characteristics.

44.3. The payment of the prices of the specific contracts will be effective, after presentation, if applicable, of the invoices to the electronic invoice delivery mailbox determined by the entity convening the specific contract.

44.4. Payment will be made by bank transfer to the account designated by the successful tenderer, subject to compliance with the supply and within thirty (30) days from the date of presentation of the corresponding invoice by the contractor.

44.5. The price includes all the concepts inherent in the supplies provided for in the PCAP, PPT and contract. Consequently, the contractor will not be able to pass on any additional amount during the period in which this contract will be developed.

44.6. Review and update of prices in accordance with what is provided in section L of the table of characteristics.

VI. Modification, assignment, subcontracting, suspension, termination and resolution of the SDA and specific contracts. Cancellation of warranty

Forty-five. Execution, transfer and modification

45.1. Contract execution conditions. The works subject to the contract will be carried out subject to the stipulations of the PCAP, the PPT and the instructions directed to the contractor.

During the term of the contract, if there are technological, economic or user needs variations, which advise an adaptation of the services initially provided for in the contract, at the request of the CSUC, the successful tenderer will be obliged to incorporate them into the provision of the service contracted, without prejudice to what is established by the regulations in force regarding the modification of contracts.

45.2. Assignment of the contract. In accordance with what is provided in section N of the table of characteristics.

45.3. Outsourcing In accordance with what is provided in section N of the table of characteristics.

45.4. Modification In accordance with what is provided in section R of the table of characteristics.

Forty-six. Reception and settlement of specific contracts

46.1. The contract must be executed subject to the provisions of the administrative and technical specifications and the instructions given by the contracting authority and the person responsible for the contract.

In accordance with the provisions of article 197 LCSP, the execution of specific contracts will be carried out at the risk and chance of the awarded companies.

46.2. At the end of the contract, after the supplies have been made to the satisfaction of the participating entities, an act of conformity and receipt of the services will be carried out, from which the guarantee period provided for in section M of the table of characteristics.

Forty-seven. Causes of suspension of the SDA and specific contracts

47.1. The contract may be suspended in the event that the contractor has been sanctioned administratively, and while the sanction does not become final, for a serious infraction in terms of market discipline; in professional matters or in matters of labor integration and equal opportunities and non-discrimination of people with disabilities, or for very serious infractions in social matters including infractions in the matter of occupational risk prevention in accordance with what the regulations in force on infractions and sanctions in the social order, or for infractions in environmental matters.

47.2. The suspension will be agreed by the contracting body, prior to the mandatory hearing procedure.

Forty-eight. Resolution of the SDA and specific contracts

48.1. The causes for termination of the contract are those provided for in article 211 of the LCSP, with the application and effects indicated respectively in articles 212 and 213 of the LCSP.

48.2. The following will also be considered as specific causes of termination of the contract:

- The subsequent loss of the requirements to contract with the CSUC.
- Failure to comply with the limitations established in the matter of subcontracting.
- The serious obstruction to the powers of supervision and inspection.
- Non-compliance or serious defective compliance, by the contractor, of any of the obligations provided for in the PCAP, the PPT and the awarded tender.
- The breach, by the contractor, of the execution conditions provided for in the specifications.

- Having been sanctioned, with a firm character, for a serious infraction in terms of market discipline; professional or labor integration and equal opportunities and non-discrimination of people with disabilities, or for very serious infractions in social matters including infractions in the prevention of occupational risks and/or in environmental matters.
- The lack of assignment to the execution of the contract of personal or material means, as well as the lack of infrastructure, sufficient for its execution.
- In general, the manifest lack of veracity of the contents of any of the documents and statements provided in envelopes A, B and C.
- Those expressly provided for in section O of the table of characteristics.

48.3. The resolution of the contract will be agreed by the contracting body.

48.4. In the resolution for culpable breach of the contractor, the guarantee will be confiscated and, in addition, he will have to compensate the CSUC and/or the institutions benefiting from the procurement for the damages caused in excess of the amount of the confiscated guarantee

The determination of the damages that must be compensated by the contractor will be carried out by the contracting body and will be motivated.

48.5. In all cases, the procedure established in current legislation will be followed.

VII. Competent jurisdiction and system of resources

Forty-nine. Competent jurisdiction

49.1. The specific contracts that are carried out as a result of this tender will have the nature provided for in Letter A.2 of the table of characteristics, specific to a supply contract, and their preparation and award will be regulated by the rules of the LCSP relating to supply contracts. Its effects, compliance and termination will be governed by what is established in this specification, and for what is not provided for in it, the LCSP will apply and additionally the remaining rules of administrative law will apply and, in the absence of this, the rules of private law.

49.2. The SDA and the specific contracts will be governed by the conditions set out in the administrative and technical specifications, which form an integral part of the contract, which, when submitting an offer to the tender, have been expressly accepted by the contractor.

49.3. Ignorance of the administrative and technical specifications, of the economic and technical offers, of the contract, in any of its terms, and of the instructions or other rules that

apply in the execution of the agreement will not exempt the contractor from the obligation of its compliance.

49.4. The administrative contentious jurisdiction is the one competent to resolve the litigious issues relating to the preparation and award of the tender and the effects, fulfillment and termination of the contract.

49.5. The competent bodies are the Spanish courts and tribunals and when submitting the application for participation, the accepted company submits to the Spanish court.

Fifty. Litigation matters and appeals

50.1. Questions relating to the interpretation, doubts arising from compliance, modification and resolution of the SDA and specific contracts, are resolved by the contracting body and put an end to the administrative process.

50.2. Incidents about the interpretations or doubts of the contract do not interrupt the supply unless reasons or public interests justify it.

50.3. In relation to the SDA, the following actions may be the subject of the special appeal in matters of discretionary contracting:

- a) The tender announcement, specifications and contractual documents that must govern the procurement.
- b) The procedural acts adopted in the award procedure when they decide, directly or indirectly, on the award, make it impossible to continue the procedure, produce defenselessness or irreparable damage to legitimate rights. The above circumstances will be considered to be present in the acts of the board or the contracting body by which the admission or exclusion of offers is agreed, including those excluded for being abnormally low.
- c) The award agreements.
- d) The modifications that should have been the subject of a new award.

The deadline for filing the special appeal in matters of public procurement will be fifteen (15) working days, counting from the date of submission of the notification of the disputed act.

The writ of interposition may be presented in the places established in article 16.4 of Law 39/2015 of the common administrative procedure of public administrations. Likewise, it may appear in the register of the contracting body or in that of the competent body for the resolution of the appeal.

The writings presented in registers other than the two mentioned specifically in the previous paragraph, must be communicated to the Court immediately and as quickly as possible.

Once the intention to file the special appeal has been previously announced to the CSUC, the presentation of the letter of appeal must necessarily be made in the registry of this contracting body or in the registry of the Catalan Court of Public Sector Contracts.

Once the special procurement appeal has been filed, if the contested act is the award, the processing of the procurement file will be suspended.

50.4. Before filing the special appeal in matters of recruitment, the persons authorized to file it may request, before the competent body, the adoption of provisional measures.

50.5. In relation to specific contracts, the resource regime will be announced in the start document of each specific tender, being in accordance with the provisions of the LCSP.