



Catalan Institute of Chemical Research Foundation

ADMINISTRATIVE CLAUSES FOR THE CONTRACT SUBJECT TO HARMONIZED REGULATION OF THE FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVICE AND DRAFTING OF FINALIST RESEARCH PROJECT PROPOSALS OF THE INSTITUT CATALÀ D'INVESTIGACIÓ QUÍMICA

Batch no. 1: Finalist project proposal writing service

Batch no. 2: Advisory service for the preparation of proposals

No. EXP: 17-2023

SUMMARY TABLE OF CHARACTERISTICS OF THE TENDER PROCEDURE

ADMINISTRATIVE CLAUSES FOR THE CONTRACT SUBJECT TO HARMONIZED REGULATION OF THE FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVICE AND DRAFTING OF FINALIST RESEARCH PROJECT PROPOSALS OF THE INSTITUT CATALÀ D'INVESTIGACIÓ QUÍMICA

The purpose of this Specification Sheet is to describe the mandatory conditions and characteristics to which the execution of the Framework Agreement for assistance services for the advice and drafting of finalist research project proposals for the Institut Català d'Investigació Química distributed in the following lots:

Batch no. 1: Finalist project proposal writing service.

Batch no. 2: Advisory service for the preparation of proposals.

With this contract, the ICIQ aims to cover its need to obtain an advisory service and specialized help for the center's researchers in order to be able to participate in calls for finalist research projects.

A.- MAXIMUM ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT: €990,000.00 (VAT NOT INCLUDED)

This value refers to the global and maximum amount of the Framework Agreement taking into account its maximum duration, in the event that a possible extension is agreed.

concept	Estimated tender budget (VAT excluded) 1 year	Estimated value (VAT excluded) in case of a 2-year extension	TOTAL Estimated Value (excluding VAT)
Lot 1: Assistance service for advice and writing proposals for finalist research projects	€300,000	€600,000	€900,000
Lot 2: Advisory services for the preparation of proposals	€30,000	€60,000	€90,000
Total amounts	€330,000	€660,000	€990,000

This amount has been calculated based on the forecast of the possible services to be contracted, the prices expected for each type of service (detailed in the PPT), as indicated below, and the contracts based on estimates that will be concluded during the validity of the 'Framework agreement. The Catalan Institute of Chemical Research not being obliged to contract a certain number or amount of services, but only those that are effectively necessary, without the successful tenderer having the right to receive any compensation or compensation for this reason.

Through this procedure, *the Catalan Institute of Chemical Research* will approve those companies/entrepreneurs/bidders who, complying with the requirements established in these Specifications and in the Technical Specifications, can perform the corresponding services in the lot, under the conditions provided for each of the lots .

B.- DURATION OF THE FRAMEWORK AGREEMENT AND EXTENSION:

- Initial Duration: One (1) year, from the day following the date of signature of the contract.
- Extension: The possibility of extending the framework agreement is envisaged for a period of two (2) years, extendable from year to year.

C.- DIVISION INTO LOTS: Yes.

IMPORTANT: Bidders may submit an offer for ONE, SEVERAL or ALL lots.

D.- PLACE OF EXECUTION: Fundació Institut Català d'Investigació Química, Av. Països Catalans, 16, 43.007 Tarragona .

E.- PROVISIONAL GUARANTEE: Not required.

F.- DEFINITIVE GUARANTEE: It is not required by the Framework Agreement or by contracts based on the Framework Agreement. See clause 14.

G.- GUARANTEE TERM FOR CONTRACTS BASED ON THE FRAMEWORK AGREEMENT: the duration of the contract.

H.- ADMISSION OF VARIANTS AND IMPROVEMENTS: No.

I.- PRICE REVISION: No.

J.- CAPACITY AND SOLVENCY: See conditions of this Tender.

K.- INSURANCE: Professional liability insurance as established in the specifications.

L.- PRESENTATION OF PROPOSALS:

Deadline: June 23, 2023.

Deadline: until 12:00:00

Through the Digital Envelope tool accessible at the following procurement web address:

https://contractaciopublica.gencat.cat/e_ofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&

In the event of a technical failure that makes it impossible to use the Sobre Digital tool on the last day of submission of proposals, the contracting authority will extend the deadline for submission of the same for the time considered essential, modifying the deadline for presentation of offers.

M.- OPENING OF ENVELOPE B CONTAINING THE PROPOSAL EVALUABLE THROUGH THE APPLICATION OF QUANTIFIABLE CRITERIA THROUGH AUTOMATIC FORMULAS:

Place: By videoconference duly convened on the Public Procurement Electronic Platform of

the Generalitat de Catalunya indicating the link for public assistance.

Date: July 3, 2023 .

Time: 12:00 hours

N.- BIDS EVALUATION CRITERIA: according to Appendix no. 4 of this Special Administrative Clauses.

O.- ADVERTISING EXPENSES: None.

P.- MODIFICATIONS: There are no specific causes of contractual modification.

Q.- INFORMATION AND QUESTION RESOLUTION SERVICE AVAILABLE TO BIDDERS:

Doubts, queries and/or requests for information must be made in writing on the ICIQ public procurement electronic platform no later than five (5) days before the end of the deadline for submitting bids .

The answers to the questions received will be published in the Contractor Profile of *the Catalan Institute of Chemical Research* integrated into the Public Procurement Services Platform of the Generalitat de Catalunya, and will be binding.

In the event that *the Catalan Institute of Chemical Research* , as part of the tender, issues a clarification note specifying a modification, consideration, partial cancellation or any other additional information this will prevail.

Likewise, interested parties are informed that the information related to the processing status of the present procedure will be published on the contractor profile of *the Catalan Institute of Chemical Research* , including the relevant clarifications and amendments, where applicable. Those interested are advised to consult periodically the profile of the contractor of *the Catalan Institute of Chemical Research* in order to be informed of the status of the procurement procedure.

For problems in the presentation of offers in the digital tool, please contact:

Users of bidding companies (Specialized service hours from 9 a.m. to 6 p.m. from Monday to Friday) sau.tic@pautic.gencat.cat (Subject of mail: 'Code 31: PSCP') or Telephone: 900 92 40 09 (extension 1).

R.- SUBCONTRACTING: No.

S.- PRELIMINARY MARKET CONSULTATIONS: In the preparation of this contract no preliminary market consultations have been carried out according to the provisions of article 115 LCSP.

T.- ADVERTISING: Contractor Profile. Accessible through the following web address: https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&departm e nt=13000&

U. OTHER INFORMATION:

Contracts based on this framework agreement will be financed under budget item 227.0089: Other work carried out by natural or legal persons.

DIRECTORY OF ADMINISTRATIVE CLAUSES

FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVICE AND DRAFTING OF FINALIST RESEARCH PROJECT PROPOSALS OF THE INSTITUT CATALÀ D'INVESTIGACIÓ QUÍMICA.

PROCESSING: ORDINARY
PROCEDURE: OPEN
REGULATION: HARMONIZED

Contract
code

Ex. 17-2023

Description
contract

FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVICE AND DRAFTING OF FINALIST RESEARCH PROJECT PROPOSALS OF THE INSTITUT CATALÀ D'INVESTIGACIÓ QUÍMICA

Batch no. 1: Finalist project proposal writing service. CPV CODE: 79000000-4 Business services: legislation, marketing, consultancy, personnel selection, printing and security.

Batch no. 2: Advisory service for the preparation of proposals. CPV CODE: 79000000-4 Business services: legislation, marketing, consultancy, personnel selection, printing and security.

I. GENERAL PROVISIONS

CLAUSE 1.- PURPOSE, PURPOSES OF THE FRAMEWORK AGREEMENT AND LEGAL REGIME

1.1. The purpose of this Specification is to describe the mandatory conditions and characteristics to which the execution of the Framework Agreement for the provision of assistance services for advice and the drafting of proposals must comply of finalist research projects of the Catalan Chemical Research Institute distributed in the following batches:

Batch no. 1: Finalist project proposal writing service.

Batch no. 2: Advisory service for the preparation of proposals.

Through this procedure, *the Catalan Institute of Chemical Research* will approve those companies/entrepreneurs who comply with the requirements established in this procedure and can provide the aforementioned services.

1.2 The purpose of this tender is the awarding, by *the Catalan Institute of Chemical Research*, of a framework agreement for the subsequent contracting of the aforementioned services, in accordance with the provisions of this Specification, in Technical Specifications Sheet (hereinafter, PPT) and contracts based on the framework agreement.

The Catalan Institute of Chemical Research will contract the services that are necessary, the estimated value provided being a global and maximum amount, but in no case an amount required to be consumed by *the Catalan Institute of Chemical Investigation* .

1.3 The approved companies must have sufficient capacity to be able to attend to the services that derive from this tender and, in this sense, have adequate and sufficient means to be able to cover each of the needs of the Catalan Chemical Research *Institute* for to the execution of each contract based on the framework agreement.

1.4 For the execution of these services, those companies/entrepreneurs will be selected that comply with the requirements established in this procedure and can perform the services covered by the contract.

The conditions of execution will be specified in accordance with what is established in this Specification, the PPT and the based contracts.

The Catalan Institute of Chemical Research does not guarantee the award of a certain number of contracts based on it. In the event that it so needs, *the Catalan Institute of Chemical Research* may award the provision of certain services to approved suppliers. Participation in this procedure and the awarding of the framework agreement does not ensure or guarantee in favor of that approved supplier the signing of any contract based in their favor, without this fact giving them the right to be compensated, compensated or repaid.

Therefore, the non-awarding of any contract based will not entitle any company that has been approved to be compensated, redressed or indemnified.

1.5 The recipient of the services subject to this framework agreement is the *Catalan Chemical Research Institute itself* , which will order them, when required, to one of the approved companies in accordance with the procedure established in this Specification.

The Catalan Institute of Chemical Research will award the contracts based on the procedure established in clause 25 of this Specification.

1.6 The framework agreement has the following purposes:

- *the Catalan Institute of Chemical Research* may contract under the framework of this Framework Agreement.
- Select the companies that can be submitted for each lot and that will be able to perform the services that are the subject of this Framework Agreement.
- Set the minimum technical conditions and the economic conditions relating to the awarded companies that will perform the services that are the subject of this framework agreement.
- Set the general conditions for the award and execution of subsequent service contracts through procurement based on and in this framework agreement.

1.7 The framework agreement will conform to the content of this specification, the clauses of which will be considered an integral part of the respective contract. Likewise, it is reported that the standard contracts regulate the contractor's obligations, by way of example and not limitation, such as, form of payment, conditions of execution, subcontracting, payment to subcontractors and suppliers, penalties, termination of the contract, etc. And that, therefore, will have to be taken into consideration by the bidders.

1.8 The submission of proposals implies the unconditional acceptance by the tenderers of the content of this Specification and of all the documentation that makes up this tender, without any exception or reservation.

Ignorance of this documentation in any of its terms and of the other contractual documents of any kind that may apply in the execution of the agreed matter, will not exempt the awarded company from the obligation to comply with them.

1.9 The interpretation of the framework agreement and the discrepancies regarding its application will be done taking into account, first of all, the set of particular administrative clauses and the technical prescriptions. In the event of a discrepancy between what is provided for in the Specifications and the standard contract, what is indicated in the specifications and PPT will prevail.

In the event that this specification is translated into other languages, in the event of a discrepancy, the version in the Catalan language will prevail.

1.10 *The Catalan Institute of Chemical Research* is subject to the provisions of Law 9/2017, of November 8, on Public Sector Contracts, by which the Directives of the European Parliament and of Council 2014/23/UE and 2014/24/UE, of February 26, 2014 (hereinafter, "LCSP"), relating to harmonized contracting which, as an awarding authority that does not have the character of Public Administration, are applicable.

In relation to any contractual modifications that may occur, the regime provided for in subsection 4^a of Section 3^a of Chapter I of Title I of Book Two of the LCSP will apply.

1.11 The framework agreement that is formalized is considered a private contract and is subject, in terms of its effects and termination, to private law, governed by these Terms, by the contract and attached documentation, and in everything not foreseen, by the applicable civil and commercial legislation.

1.12 To resolve any discrepancy that could arise from the preparation, adjudication and contractual modifications, when the latter are based on the breach of what is established in articles 204 and 205 of the LCSP, when it is understood that said modification should have been the subject of a new award, the parties will submit to the administrative contentious jurisdictional order.

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

CLAUSE 2.- MAXIMUM ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT AND PRICE OF THE BASED CONTRACT

2.1. The maximum estimated value of the framework agreement, in accordance with the criteria established in article 101 of the LCSP, has been calculated as an estimate taking into account the expenditure that could potentially be generated during the entire possible duration of the Framework agreement, considering the total number of contracts during its term, including any form of eventual option and possible extensions.

Therefore, this estimated maximum value is purely indicative and non-binding, not assuming, in any case, an expenditure obligation for the *Catalan Chemical Research Institute* or that it is obliged to demand a certain amount of services, given which will be determined depending on the contracts based on this framework agreement that are actually carried out. Only the

services actually performed by the awardees in the contracts based on them will generate an obligation to pay.

Following these criteria, the maximum estimated value of the framework agreement that is fixed for its entire duration, including the possible extension, is that expressed in section A of the Table-Summary of characteristics of this tender, an amount that does not includes Value Added Tax (VAT).

2.2. The proposals presented by the bidders shall be understood to include, for all purposes, taxes of any kind levying the service to be performed, excluding VAT.

The successful tenderer of a contract based will have the right to receive the amounts corresponding to the services actually performed, in accordance with his offer and in the form provided for in the corresponding contract, and which have been requested by the Catalan Institute of *Chemical Research* .

2.3. The awarding of the based contracts is conditioned on the confirmation of the existence of the relevant financial endowment, without the awardee being able to claim any compensation in this regard.

2.4. In contracts based on this framework agreement, the price of the service will be determined based on the supplier's offer and that of the specific services to be performed and actually provided. The discount of the economic offer based on the contract may in no case be lower than the discount initially offered by the company when participating in the framework agreement.

CLAUSE 3.- DURATION OF THE FRAMEWORK AGREEMENT AND THE BASED CONTRACTS

1. DURATION OF THE FRAMEWORK AGREEMENT

The Framework Agreement will have an initial duration of one (1) year , from the day following the date of signature of the contract.

The framework agreement may be extended, by express agreement of *the Catalan Institute of Chemical Research* , for a period of two (2) years, extendable from year to year. The extension will be agreed by the contracting body of *the Catalan Chemical Research Institute* and will be mandatory for the awardees. For this purpose, *the Catalan Institute of Chemical Research* will notify the companies of the extension of the framework agreement TWO (2) MONTHS in advance of the end date of the initial period of validity of the framework agreement. The extension will be communicated by *the Catalan Chemical Research Institute* in writing

If the framework agreement could not be extended with any of the companies initially part of the framework agreement, the same will remain in force with the rest of the companies that formalized the extension.

Notwithstanding this maximum duration of the master agreement, it shall terminate and terminate for all purposes at the time the amount provided as the maximum estimated value is exhausted.

The termination of the validity of the framework agreement, whether due to exhaustion of the amount of the estimated value or due to the fulfillment of the term, will not

prevent the continuity of the validity of the contracts based on the framework agreement, as long as these contracts based have been awarded before the termination of the framework agreement.

2. DURATION OF BASED CONTRACTS

Contracts based on the framework agreement may be awarded throughout its entire validity.

The duration of the contracts based on this framework agreement will be independent of the duration of the framework agreement and will be governed by what is established in the contract based on its duration.

The stipulations of the framework agreement will govern all contracts based on it.

CLAUSE 4.- PROCUREMENT FILE, FRAMEWORK AGREEMENT AWARD PROCEDURE, DOCUMENTATION TO BE PROVIDED TO BIDDERS, MAXIMUM NUMBER OF COMPANIES THAT MAY BE SELECTED AND RESPONSIBLE FOR THE CONTRACT.

The award of the framework agreement will be carried out through the open procedure, of ordinary processing (non-harmonised regulation) and in accordance with what is provided in the present Terms and Conditions.

MAXIMUM NUMBER OF COMPANIES THAT MAY BE SELECTED FOR THE FRAMEWORK AGREEMENT : The award of the framework agreement will be made to those companies/entrepreneurs, in order, that present the offers with the best value for money as a whole in accordance with the award criteria of this tender.

NECESSITY AND SUITABILITY OF THE CONTRACT : The conclusion of this framework agreement is necessary for the fulfillment and fulfillment of the purposes of *the Catalan Chemical Research Institute* . In particular, the needs that are intended to be covered by this framework agreement are the conservation and/or reform services of the ICIQ facilities and this is clear from the supporting report.

The Catalan Institute of Chemical Research , in the exercise of its activity, needs the specified services. For this fact and in order to ensure the provision indicated, *the Catalan Institute of Chemical Research* must establish the basis for approving a series of expert companies in the field that can perform these services.

DOCUMENTATION THAT WILL BE PROVIDED TO BIDDERS : From the day of publication of the tender announcement, interested parties will be able to obtain the documentation governing this tender (Contract Documents) through the Contractor Profile of *the Catalan Research Institute Chemistry* located on the following website: https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000& .

The contractor profile of *the Institut Català d'Investigació Química* is integrated into the Public Procurement Services Platform of the Generalitat de Catalunya on the website <https://contractaciopublica.gencat.cat/> in the section https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&

The contractual documentation includes the following documents:

- *Directory of administrative clauses.*
- *Sheet of Technical Prescriptions.*
- *Standard framework agreement, (Annex no. 5)*

All this documentation will have a contractual nature.

In accordance with article 138.3 of the LCSP, the contracting body will provide all interested parties, 6 days before the end of the deadline for submitting an offer, the additional information related to the tenders and the rest of the complementary documentation that they usually licitin, as long as it has been requested at least 7 days before the deadline for submitting offers.

RESPONSIBLE FOR THE CONTRACT: He is designated as responsible for the framework agreement and the contracts based on Dra. Laura López Suárez , Head of the Projects Unit of *the Catalan Institute of Chemical Research* , who will be responsible for supervising the execution and adopting the decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed service, within the scope of the powers attributed to him and in accordance with the provisions of articles 237 to 246 of the LCSP.

The decisions and instructions adopted by the person responsible for the contract will be binding on the contractor.

Likewise, the successful tenderer must determine a direct interlocutor with whom the person in charge of the contract of *the Catalan Institute of Chemical Research* , or the person(s) to whom he/she delegates, can comment on the aspects related to the execution of the contract

PROCUREMENT AUTHORITY: The contracting authority for this framework agreement is the Director of *the Catalan Institute of Chemical Research*.

CLAUSE 5.- PUBLICITY OF THE TENDER

This tender will be published by means of an announcement in the Official Journal of the European Union (DOUE), as well as in the Contractor Profile of *the Catalan Institute of Chemical Investigation* , integrated into the Public Procurement Services Platform of the Generalitat of Catalonia, which can be accessed through the web address referenced in section T of the Summary of Characteristics Table.

The announcements will state the date the announcement was sent to the DOUE. The publication in the DOUE will precede any other publication in the terms established in the Directive.

II. SELECTION PROCEDURE OF COMPANIES AWARDED FOR THE FRAMEWORK AGREEMENT

CLAUSE 6.- FITNESS TO CONTRACT AND ACCREDITATION OF THE REQUIRED SOLVENCY.

6.1 Natural or legal persons, with the status of entrepreneur, Spanish or foreign, who have full capacity to work in accordance with the provisions of article 65 LCSP, are qualified to contract

with *the Catalan Chemical Research Institute* , and that they are not incurring any of the cases of incapacity or prohibitions to contract that are included in article 71 of the aforementioned Law, and that they prove the sufficient economic, financial and technical or professional solvency established in this Specification. Also, their activity must be related to the object of the contract, as it results from their respective statutes or founding rules, and they must have an organization with sufficient elements for the proper execution of the contract. They must also have the business or professional qualification that, in their case, is required to carry out the activity or service that constitutes the object of the contract.

The requirements of capacity, solvency and the absence of prohibitions to contract must be fulfilled at the time of the presentation of the offer and must be maintained until the time of the award and formalization of the contract.

Natural or legal persons from states that do not belong to the European Union must also comply with the requirements of article 68 of the LCSP.

The Catalan Chemical Research Institute can contract with employers' unions or groups that are temporarily set up for the purpose. This participation will be instrumentalised, in the bidding phase, through the provision of a private document in which the will to participate together is expressed, indicating the names and circumstances of those who constitute it, the participation of each of them, and designating a sole representative or attorney with sufficient powers to exercise the rights and fulfill the obligations deriving from the contract until its termination, without prejudice to the existence of joint powers in other aspects, assuming the commitment to be formally constituted in the case of being awarded the contract. Unions or groups of employers must prove their capacity and the solvency or classification required in this Specification in accordance with the legal and regulatory prescriptions in force. These employers will be jointly and severally liable to *the Catalan Chemical Research Institute* .

It will not be necessary to formalize the UTE in a public deed until the award has been made in its favor.

6.2. In accordance with article 75 of the LCSP, the solvency necessary to enter into a contract can be proven based on the solvency and resources of other entities, regardless of the legal nature of the links it has with them, as long as it proves that during the entire duration of the execution of the contract, will effectively have this solvency and means and, that the entity to which recourse is not incurred in a prohibition to contract.

However, with respect to academic and professional degrees or professional experience, the capacities of other entities may only be used if they execute the part of the object of the contract for which these capacities are required. These third parties will have to prove their capacity, aptitude and solvency as required in this specification.

When a company resorts to the capacities of other entities, it must demonstrate that it will have the necessary resources by submitting to this effect the written commitment of these entities. This commitment will be presented by the tenderer who had submitted the best offer, having previously completed the requirement in accordance with what is provided in section 2 of article 150 of the LCSP, without prejudice to what is established in section 3 of article 140 of the LCSP.

In the event that the bidding company resorts to the capabilities of other companies to certify economic and/or technical solvency, in accordance with the provisions of article 75.2 of the LCSP, or intends to subcontract, it must indicate this circumstance in the responsible statement in accordance with the model contained in Annex no. 1 of the present Terms and Conditions referred to below and submit another separate declaration for each of the

companies whose capacity it uses or which it intends to subcontract, duly signed. This end can also be accredited through the Single European Contract Document (DEUC), Annex no. 1 referred to below, which must be submitted separately by each of the companies whose capacity is used or which intends to subcontract, duly signed.

In the event that recourse is made to the economic and financial solvency of other entities, it will be necessary for the tenderer and the entities to which recourse is made to be jointly and severally responsible for the execution of the contract and to individually certify the solvency they contribute.

6.3. Despite what has been indicated in the previous paragraphs, bidders who, directly or through companies linked to them, had participated in the preparation of the technical specifications or the preparatory documents for the contract cannot participate in this tender, if this participation could distort competition or cause restrictions on free competition or entail privileged treatment in relation to the rest of the bidding companies. In any case, the rules provided for in article 70 of the LCSP will be observed.

In the event that a bidding company, or a company linked to it, has participated in the preparation of the technical specifications or preparatory documents for the contract, it must indicate this expressly, specifying what its participation has been, providing the corresponding declaration of responsibility in envelope A.

6.4. In relation to legal entities, contracts may only be awarded for their services that are included within the purposes, object or scope of activity that, in accordance with their statutes or founding rules, are their own.

6.5. Bidders who count as permanent workers with fifty or more workers must employ a number of workers with disabilities not less than (2%) two percent of the total workforce, or comply with alternative measures established in Royal Decree 364/2005, of April 8, or rule that replaces it.

6.6. MINIMUM CONDITIONS OF SOLVENCY AND ACCREDITATION OF THE SAME:

The bidding companies must comply with the following solvency criteria. However, only the company or companies proposed as successful bidder will have to provide documentary evidence of compliance with these requirements. Without prejudice to this, the contracting entity may request from the tenderers, at any time prior to the award proposal, the accreditation of compliance with these ends:

A) Economic and financial solvency:

- (i) Declaration on the overall volume of business and, if applicable, on the volume of business in the field of activities corresponding to the end of the contract, referring at most to the last three financial years available depending on the date of creation or start of the entrepreneur's activities, to the extent that the references of this volume of business are available. The global volume of annual business must be at least 1.5 times the estimated value of the contract or its average annuity, in case the contract lasts more than one year.

It will be accredited through the presentation of the global volume of business for 3 years and the contribution of the last three financial years that have the final annual accounts (Balance sheet, profit and loss account, report) submitted to the Mercantile Registry or the Official Registry that correspond _

If, for justified reasons, a company could not provide the requested references, it can prove its economic and financial solvency through any other documentation considered sufficient by the contracting entity.

B) Technical or professional solvency:

- (i) A list of the main services of the same or similar nature to those that are the subject of the contract performed in the last three years, including amount, dates and the recipient, public or private, of the same. These services or works will be accredited through certificates issued or endorsed by the competent body if the recipient is a public sector entity or, when the recipient is a private entity, through a certificate issued by it. In the absence of certificates, they can be proven by means of a statement from the employer.

Employers must prove that they have executed, in the annual amount accumulated in the year of the most execution, that the amount is equal to or greater than 70% of the estimated value of the contract or of its average annuity if this is lower than the estimated value of the contract expressed in Euros.

It will be accredited through the presentation of the main services in the last 3 years.

Newly created companies - that is, those that have been less than five years old - can prove their solvency by other means.

- (ii) Professional profiles of the staff attached to the contract (It is assessed in envelope B)

In order to be able to carry out the tasks assigned in the Terms and Conditions, it is required that the staff of the awarded company attached to the contract have the professional qualification and a minimum demonstrable experience, given that it will definitely affect the execution of the service. For this reason, it is required that the team attached to the contract has at least personnel with the profile indicated in the Technical Specifications in each lot.

6.7. Foreign non-EU companies must also comply with the requirements established in article 68 of the LCSP.

6.8 The contracting entity may contract with employers' unions that are temporarily set up for the purpose. This participation will be instrumentalised, in the tendering phase, through the provision of a private document expressing the will to participate jointly, indicating the names and circumstances of those who constitute it, the participation of each of them, designating a sole representative or attorney with sufficient powers to exercise the rights and fulfill the obligations deriving from the contract until its termination, without prejudice to the existence of joint powers in other aspects, and assuming the commitment to formally establish in the case of being awarded the contract. Formalization in a public deed will not be necessary until the award has been made in your favor.

These employers will be jointly and severally liable to the contracting entity.

It will not be necessary to formalize the joint venture in a public deed until the contract has been awarded in its favor.

6.9. The contracting body will take the appropriate measures to ensure that the participation in the tender of companies that had previously participated in the preparation of the technical

specifications or preparatory documents for the contract, or had advised the contracting body during the preparation of the procurement procedure, do not distort competition. In any case, the rules provided for in article 70 of the LCSP will be observed.

In the event that a bidding company, or a company linked to it, has participated in the preparation of the technical specifications or preparatory documents for the contract, it must indicate this expressly, specifying what its participation has been, providing the corresponding declaration of responsibility in envelope A.

6.10. Legal entities can only be awarded contracts when the services are included within the purposes, object or scope of activity that, in accordance with their statutes or founding rules, are their own.

6.11. Bidders who count as permanent workers with fifty or more workers must employ a number of workers with disabilities of no less than two (2%) percent of the total workforce, or comply with the alternative measures established in Royal Decree 364/2005, of April 8, or rule that replaces it.

CLAUSE 7.- BIDDERS' PROPOSALS: GENERAL RULES

7.1. Each bidder may present a single offer per lot in this procurement procedure, either individually or jointly with other companies .

The presentation of more than one offer by a tenderer, individually or jointly with other companies, will entail the non-admission and, therefore, the rejection of all the proposals in which the offending tenderer has been presented and exclusion from this bidding procedure.

Proposals will refer to all the services covered by this Tender, and partial offers will not be accepted.

Proposals must be submitted before the end of the submission period established in section L of the Table-Summary of this Specification and in the tender announcement.

Proposals submitted outside the deadline (day and time) established in the tender announcement and in this Specification will not be accepted under any circumstances.

7.2. Offers must be valid for six (6) months, counted from the end date of the term to present them. After this deadline, bidders will have the right to withdraw their proposals with full indemnification by the parties, without any compensation or indemnity being requested.

After this deadline, or the higher one indicated by each tenderer in their offer, without *the Catalan Institute of Chemical Research* having agreed to the award of the contract or the resolution of the tender in another sense, the tenderers admitted to the tender they will have the right to withdraw their offer, as long as and when they request it in writing to *the Catalan Institute of Chemical Investigation* . Bids that are not withdrawn will be considered valid and binding by the bidder for all purposes provided for in this Specification.

7.3. Bidders must present their proposals in accordance with what is provided for in this Specification.

7.4. The simultaneous presentation of offers by related companies will have the effects established in the present Specifications and in article 86 of RD 1098/2001, in relation to the application of the regime of offers with abnormal values or out of proportion

7.5. Bidders may indicate which information in their proposal is confidential, without, in any case, being able to declare the financial offer as such. *The Institut Català d'Investigació Química* will guarantee the confidentiality of the information expressly designated as such, within the parameters of the law and as long as it does not affect the right to information that the other bidders have in accordance with the provisions of art. . 133 of the LCSP.

CLAUSE 8.- PROPOSAL PRESENTATION FORMAT AND ELECTRONIC MEDIA: GENERAL RULES

1. The proposals will consist of two (2) envelopes, with an indication of the tender and, where applicable, of the lot for which competition is being held. Each envelope will state its content, stated numerically.

Envelope A will contain the supporting documentation of the prerequisites referred to in article 140 of the LCSP, and Envelope B the documentation that can be evaluated through the application of automatic formulas, adjusting the latter to the model listed as Annex no. 3 in this document.

If the contract is divided into lots, you will need to submit an Envelope A and B for each lot.

Envelopes A cannot include any information that allows the content of Envelope B to be known, relating to the economic proposal and other technical documentation that can be evaluated automatically. Failure to comply with this obligation will result in exclusion from the tender .

2. The bidding companies must present the documentation that confirms their bids within the period indicated in the tender announcement, using the Digital Envelope tool accessible at the following procurement web address:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&

We attach the following web address for self-help to bidders:

https://preproduccio.contractaciopublica.gencat.cat/ecofin_sobre/AppJava/views/ajuda/empresas/index.xhtml

Once they access through this link the *sobre* Digital web tool, the bidding companies will have to fill in a form to register for the tool and then they will receive a message, in the email indicated in this registration form, activation of the offer.

The electronic addresses that the bidding companies indicate in the registration form of the *Sobre Digital* tool, which will be the ones used to send emails related to the use of the *Sobre Digital* tool, these addresses will be the ones will use to receive notices of notifications and communications through the e-NOTUM.

Bidder companies must keep the bid activation email, since the link contained in the activation message is the exclusive access they will have to submit their bids through the tool of Digital Envelope.

By accessing the web space for the presentation of offers through this link sent, the bidding companies must prepare all the required documentation and attach it in electronic format in

the corresponding envelopes. The bidding companies can prepare and send this documentation in stages, before submitting the offer.

3. In order to start sending the documentation, the tool will require the bidding companies to enter a keyword for each envelope with encrypted documentation that is part of the tender (no keyword is required for envelope A, given that the documentation is not encrypted). With this keyword, the documentation will be encrypted when the offers are sent.

Likewise, the decryption of the bid documents is carried out using the same keyword, which the bidding companies must keep. It is necessary to take into account the importance of properly guarding this or these keys (they can be the same for all envelopes or different for each one of them), since only the bidding companies have them (the Digital Envelope tool does not save nor does it remember the passwords entered) and are essential for the decryption of the offers and therefore to access their content.

4. The Contracting Board will ask the bidding companies, through the email indicated in the registration form for the Sobre Digital tool offer, to access the Sobre Digital web tool to enter their words key at the appropriate time.

When the bidding companies enter the key words, the process of deciphering the documentation will begin, which will be saved in a secure virtual space that guarantees the inaccessibility of the documentation before, as the case may be, the establishment of the Bureau and the act of opening the envelopes, on the date and time established.

Bidders may be asked to enter the key word 24 hours after the end of the tender submission period and, in any case, they must enter it within the period established before the opening of the first encrypted envelope.

5. Once all the documentation of the offer has been completed and the documents that make it up have been attached, the actual presentation of the offer will take place. From the moment the offer has been submitted, it will no longer be possible to modify the documentation sent.

In the event that any document presented by the bidding companies is damaged, blank or illegible or is affected by a computer virus, the Procurement Board will assess, depending on the affected documentation, the legal consequences regarding the participation of this company in the procedure, which must be derived from the impossibility of accessing the content of any of the documents in the offer. In the case of essential documents to know or evaluate the offer, the board may agree to the exclusion of the company.

The bidding companies may present a backup copy of the electronic documents presented in electronic physical support, which will be requested from the bidding companies in case of need, in order to be able to access the content of the documents in case they are damaged. In this sense, it is necessary to remember the importance of not manipulating these files in order not to vary their electronic fingerprint, which is what will be checked to ensure the coincidence of the documents of the backup copy, sent in physical electronic support, and of the consignments in the offer, through the Digital Envelope tool.

6. On the other hand, the admissible electronic document formats are PDF and Excel.

7. Under no circumstances will the offers of those persons in whom any of the circumstances provided for in article 71 of the LCSP on prohibitions to hire occur. Offers that are unfulfilled, anomalous, contain omissions, errors or amendments that do not allow clear knowledge of their terms and, consequently, do not allow clear knowledge of the conditions for evaluating the offer or are misleading, will be excluded from the procurement procedure .

8. The circumstances relating to the capacity, solvency and absence of prohibitions to contract determined by the applicable legislation, must meet the final date of submission of offers and subsist at the time of the perfection of the contract. Any change in these circumstances will imply the impossibility of formalizing the contract.

9. In accordance with the fifteenth Additional Provision of the LCSP, the processing of this tender involves the practice of the notifications and communications that derive from it by exclusively electronic means.

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

10. The communications and notifications made during the procurement procedure and during the term of the contract will be made by electronic means through the e-NOTUM notification system, in accordance with the LCSP and Law 39/2015, of October 1, of the common administrative procedure of public administrations. For these purposes, notices of the availability of notifications and communications will be sent to the email addresses and mobile phones that the companies have provided for this purpose. Once the email(s) have been received, if mobile phones have also been provided, the SMS, indicating that the corresponding notification has been made available in the e-NOTUM, will have 'access the designated person/s, through the link that will be sent for this purpose. In the virtual space where the notification is deposited, it is possible to access said notification with a digital certificate or password.

The deadlines to be counted from the notification will be calculated from the date of sending the notification notice, if the act subject to notification has been published on the same day in the contractor profile of the contracting body. Otherwise, the terms will be calculated from the receipt of the notification by the company to which it is addressed.

11. On the other hand, in order to receive all the information related to this tender, the companies that want it and, in any case, the bidding companies must subscribe as interested in this tender, through the service of subscription to the new features of the virtual bidding space that is made available for this purpose at the website address of the contractor profile of the contracting body, accessible on the Public Procurement Services Platform of the Generalitat:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&

This subscription will allow you to receive notice, immediately, of any news, publication or notice related to this tender, to the electronic addresses of the people subscribed.

Likewise, certain communications that must be made on occasion or as a result of the bidding and awarding procedure of this contract will be made through the bulletin board associated with the virtual bidding space of this bidding of the Public Procurement Services Platform. This electronic bulletin board, which provides a reliable record of the authenticity, integrity and date and time of publication of the information, will also record information relating to the tender and the contract.

12. Digital certificates.

In accordance with the first additional provision of DL 3/2016, the use of the advanced electronic signature based on a qualified or recognized electronic signature certificate in the terms provided for in Regulation (EU) 910/2014/UE will be sufficient, of the European Parliament and the Council, of 23 July 2014, relating to electronic identification and trust services for electronic transactions in the internal market and which repeals Directive 1999/93/EC. Therefore, this is the minimum required security level of the electronic signature certificate supported for signing the DEUC and the offer.

Regarding foreign Community certificates, qualified certificates will be accepted in any country of the European Union in accordance with Article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust services, where establishes that "a qualified electronic signature based on a qualified certificate issued in a Member State will be recognized as a qualified electronic signature in the rest of the Member States".

CLAUSE 9.- BIDDERS' PROPOSALS: DOCUMENTATION

ABOUT A

Title: Accreditative documentation of compliance with the prerequisites.

CONTENT:

The "Envelope A" must contain the following document(s):

9.1. Accrediting documentation of compliance with the prerequisites

9.1.1. Single European Procurement Document (DEUC). **Document with mandatory presentation in envelope A.**

The procurement body will accept as preliminary proof of compliance with the legally established conditions for contracting with the public sector, as well as the capacity and solvency requirements established in this specification, the duly completed Single European Procurement Document (DEUC) and updated .

Therefore, the bidding companies must present the DEUC through which they declare their capacity and economic, financial and technical solvency, in accordance with the minimum requirements required in this Specification; that they are not incurring any prohibition to hire or, if they are, that they have taken the measures to demonstrate their reliability in the cases that legally apply; and that they are aware of compliance with tax obligations and with Social Security, as well as that they comply with the rest of the requirements established in this specification.

Tendering companies can complete the DEUC form through the online service of the European Commission, through which the DEUC model corresponding to this tender can be imported, filled in, downloaded and printed for your presentation. The model of this Document can be downloaded at the following email address:

https://espd.eop.bg/esp_d-web/filter?lang=es

In this sense, Instruction 1/2016, of July 26, of the Plenum of the Administrative Procurement Consultative Board of the Generalitat of Catalonia, on instructions for filling in the single European procurement document, attached as an annex the standardized DEUC form in the

Catalan version, which includes instructions to facilitate its completion, and, in particular, instructions on the data that may appear in the RELI and/or the ROLECE.

You can also follow the instructions provided for in the "*Resolution of April 6, 2016, of the General Directorate of State Heritage, approving the Recommendation of the Administrative Contracting Advisory Board on the use of the European Document Single Procurement prior to the new Public Procurement Directive*".

The DEUC must be signed by the bidding company or, where applicable, by its legal representative.

Also, the bidding companies will indicate to the DEUC, if applicable, the information relating to the person or persons qualified to represent them in this tender.

The bidding companies that are registered in an official list of authorized economic operators must only provide in each part of the DEUC form the information not registered in these lists. Thus, companies registered in the Electronic Register of Bidders (RELI) of the Generalitat de Catalunya, or in the Official Register of Bidders and Classified Companies of the State (ROLECE), will indicate in the corresponding section of the DEUC that the information is found in the corresponding Registry. They are only required to indicate information that is not entered in these registers, or that is not current or updated. In any case, these companies must indicate to the DEUC the necessary information that allows the contracting body, if applicable, to access the corresponding supporting documents or certificates.

9.1.2. Technical solvency of the bidding company. Document with mandatory presentation in envelope A.

It is required to indicate the number of proposals presented by the bidding company in the last 3 years and overall success rate in the following calls (or other calls in which the applicant has had outstanding activity):

- ERC Starting, Consolidator, Advanced calls.
- Calls for collaborative projects Pillar 1 Horizon Europe: ERC Synergy, MSCA-Doctoral Networks.
- Calls for collaborative projects Pillar 2 (clusters) and 3 (EIC) Horizon Europe: Cluster 4-6, EIC Pathfinder (Open & Challenges), EIC Pathfinder Transition (Open & Challenges), etc.

It will be certified by means of a responsible declaration of the tenderer. It will be assessed that the technical solvency in percentage of success is higher than 20% of the projects presented.

Specialties in relation to temporary unions of employers:

- a. Each of the employers must present the corresponding DEUC.
- b. It will be necessary to present the document certifying the appointment of a sole representative or attorney with sufficient powers to exercise the rights and fulfill the obligations derived from the contract until its termination, as well as the indication of the names and circumstances of the businessmen who sign it, the participation of each of them, and the commitment to formally form a Temporary Union, in the event that they are successful.

c. The provisional NIF assigned by the competent Administration may be incorporated. Only in the event that the union is successful, its constitution must be certified in a public deed and the NIF definitively assigned must be provided.

d. In the event that a provisional guarantee is required, one or more of the companies participating in the merger may constitute the provisional guarantee, as long as they together reach the amount required in these Terms and Conditions, but in both cases the guarantee/s will be /they must jointly insure the companies that have to integrate the Temporary Union.

Other specialties:

- When the entrepreneur resorts to the solvency and resources of other entities or intends to subcontract, he must indicate this circumstance in the DEUC and present another separate DEUC for each of the companies whose capacity he resorts to or that intends to subcontract, duly signed.
- When the specification foresees the division into lots of the object of the contract, if the required economic and financial or technical or professional solvency requirements vary from one lot to another, a responsible statement will be provided for each lot or group of lots to which the same solvency requirements apply.

Specialties in relation to foreign companies:

The foreign companies will also submit a declaration that they submit to the jurisdiction of the Spanish courts and tribunals of any order, for all incidents that directly or indirectly derive from the contract, waiving, if applicable, the foreign jurisdiction that may correspond to the bidder.

The procurement board or the procurement body may require the bidders to present all or part of the documents justifying the fulfillment of the prerequisites established by article 140 of the LCSP and specified in this Specification, for the purposes of which indicated in article 140.3 of the LCSP and, in any case, before awarding the contract.

The fact of not providing this documentation within the required period or when the documentation provided does not prove that the tenderer meets all the capacity requirements and solvency will be grounds for exclusion from this procurement procedure, with confiscation of the provisional guarantee provided in its case.

9.1.3. In the event that a company wishes to use the capacities of other entities, it must provide the written commitment of said entities, in accordance with the provisions of article 75.2 of the LCSP.

9.1.4. It will also be necessary to provide a document certifying that the provisional guarantee has been established, in the event that, in accordance with section G of the Table of Characteristics, this has been required.

This guarantee will be responsible for the maintenance of the offers until the perfection of the contract and may be provided in one or some of the forms provided for in paragraph 1 of article 108.

In the event that the contract is divided into lots, the provisional guarantee will be fixed according to the amount of the lots for which an offer has been submitted and not according to the amount of the total budget of the contract.

The provisional guarantee will be automatically extinguished if applicable and will be returned to the bidders immediately after the perfection of the contract.

9.1.5. In the event that several employers participate grouped in a temporary union, the commitment to constitute the temporary union will be provided, in accordance with the provisions of article 69.3 of the LCSP.

9.1.6. In the event that the contract is executed in Spain, foreign companies must submit a declaration of submission to the jurisdiction of Spanish courts and tribunals of any order, for all incidents that may directly or indirectly arise from the contract , with waiver, in his case, of the foreign jurisdiction that could correspond to the bidder.

9.1.7. If applicable, responsible statement regarding the part or parts of the services that will be subcontracted and, if known, the name of the subcontractors.

ABOUT B

Title: Financial offer and other references that can be evaluated automatically. LOT NO. [x]

CONTENT:

"Envelope B" must contain the document(s) indicated for each of the lots, according to the model attached to this tender as Annex no. 3.

9.2. Economic offer and other references that can be evaluated automatically .

With regard to the offers, all kinds of expenses, arbitrations or necessary fees arising from the Contract and its correct execution will be considered included.

The fact of not following the offer model provided for in Appendix no. 3 will result in the exclusion of the bidding company.

CLAUSE 10.- CRITERIA FOR THE AWARD OF THE FRAMEWORK AGREEMENT

10.1. The proposals submitted and accepted will be studied, evaluated and weighted in accordance with the award criteria established in Annex no. 4 of this document. The scoring formulas for the offers subject to automatic criteria are also explained graphically in the aforementioned annex.

The submission of the proposal/offer by the bidder implies that it complies with the legal system and that it can be executed in its terms and in no case can this responsibility be affected or diminished by the fact that the offer has been evaluated or accepted by *the Catalan Institute of Chemical Research* .

They will be part of the framework agreement and, therefore, will be approved, all the bidders who obtain the score of the award criteria for each lot.

The resolutions will be motivated and, unless the resolution of the contracting body is contradictory to the proposal of the Procurement Board or is based on different considerations, it will be understood that it adopts the reasons contained in the proposal of the Board.

10.2. In this tender, it is not appropriate to appreciate allegedly abnormal or disproportionate offers, taking into account the typology of the products to be supplied and the dynamism that is intended to be obtained from the bidders to offer better offers for these products.

10.3. In cases of a tie in the scores obtained, the provisions of article 147.1 section a) LCSP will apply.

CLAUSE 11.- PROCUREMENT COMMITTEE

The following members make up the Hiring Board:

President: Dr. Laia Pellejà Puxeu , Administrative and Communications Director.
Secretary: Mr. Lluís Ballester, Head of the Purchasing and Contracting Unit.
Vocals: Dr. Laura López Suárez , Head of the Projects Unit.
Mr. Xavier Amorós, Technician of the Purchasing and Contracting Unit.
Mr. Ezequiel Soldevila, Financial Manager.
Mrs. Sara Garcia, Legal Counsel.

In the constitution of the Procurement Board, its members will declare the existence or not of incompatibilities, generally foreseen in the LCSP. In the event of any incompatibility, the member of the Board affected by it will have to leave it and, in this case, the substitute member will be part of it or another member will be named who meets, if cal, In the constitution of the Procurement Board, its members will declare on the existence or not of incompatibilities, generally foreseen in the LCSP. In the event of any incompatibility, the member of the Board affected by it must leave it and, in this case, the substitute member will form part of it or another will be named who meets, if necessary, the experience and suitability requirements of the member incurring incompatibility.

Also, the members of the Procurement Board and those other people who participate in some phase of the recruitment procedure, will declare:

That they are not involved in any apparent, potential or real conflict of interest linked to this public procurement procedure and that if during the course of the procurement procedure a possible conflict of interest situation arises in which they are involved , they would communicate it immediately.

That they are aware of what is provided for in the current regulations on conflicts of interest, in particular, what is provided in article 61 of Regulation (EU, EURATOM) n.º 1046/2018, on the financial rules applicable to the budget general of the Union; and article 64.2 of Law 9/2017, of November 8, on Public Sector Contracts; as well as the provisions of the Code of principles and recommended conduct in Public Procurement approved by the Government of the Generalitat of Catalonia on July 1, 2014.

That they will treat as confidential all the matters of which they have knowledge by virtue of the functions they develop within the framework of this public procurement procedure and will not make any improper use of this information, which they will only use to evaluate the offers.

That they have not done and will not do any type of management that could derive a competitive advantage over the award of the contract with respect to potential offers or offers already submitted.

That you are warned that, in case of non-disclosure of a conflict of interest or falsity in this declaration, the contracting body will bring it to the attention of the Public Procurement Ethics Commission of the Generalitat of Catalonia to issue the relevant report, without prejudice to other penalties that may be established. In the event that the seriousness of the facts requires it, the contracting body will bring these facts to the attention of the Antifraud Office of Catalonia or the control and inspection bodies that are competent due to the matter.

CLAUSE 12.- OPENING AND EXAMINATION OF OFFERS

12.1. At the end of the period established in this Specification and in the announcement for the submission of offers, envelope A of the offers received within the indicated period will be opened, for the purposes of verifying that they contain the required documentation and proceed to qualify its formal validity.

The procurement board may require the tenderers to present all or part of the supporting documents of their aptitude, capacity and solvency for the purposes of verifying any point of the DEUC when it is necessary to guarantee the smooth development of the same. The deadline for providing the required documentation will be five (5) calendar days from the receipt of the request.

12.2. Subsequently, and if applicable, the tenderers will be notified by a means that guarantees notification, of the existence of defects or rectifiable omissions, setting a deadline so that the tenderers can present the appropriate amendment. This period may not exceed three (3) working days in any case, counting from the date of said communication.

Defects consisting of the lack of required requirements will be considered non-remediable, and those that refer to the mere lack of accreditation of the same will be remediable. The decisive moment to appreciate the concurrence of the capacity and solvency requirements required to hire will be the end of the proposal presentation period.

Non-admission and exclusion from the bidding procedure will proceed to those bidders who have defects that cannot be corrected or who have not mentioned the defects within the period granted.

In addition, the Contracting Board may request from the tenderer clarifications on the certificates and documents presented or require the presentation of additional ones, which must be completed before the Contracting Board within five (5) calendar days

12.3. The failure to present any of the documents that must be included in the administrative documentation (about A) will be grounds for exclusion from the bidding procedure, unless it is considered amendable by the Contracting Board and the amendment occurs in the period granted.

The proposals that correspond to entrepreneurs excluded from the tender will be left out of the award procedure and the envelope containing them will not be opened.

Also, as indicated in this Tender, proposals that present data in envelope A that allow the contents of envelope B to be known and those that do not comply with the bases explained in this Tender will be excluded from the tender and documentation that makes up the tender.

12.4. Subsequently, tenderers will be notified of the opening date of Envelopes B, which contain the documentation to be evaluated based on automatic formulas. This date will also be announced through the Contractor Profile. The opening of Envelope B will be held in public. The proposals that correspond to entrepreneurs excluded from the tender will be left out of the award procedure and the envelopes that contain them will not be opened.

Before the opening of the first proposal, the attending bidders will be invited to express any doubts they may have or ask for the explanations they deem necessary, with the Procurement Board proceeding with the appropriate clarifications and answers, but without that at this time the Bureau can take charge of documents that had not been delivered during the period for the admission of offers, or for the correction or amendment of defects or omissions.

Documentary evidence of all the actions taken will be left in the minutes that are drawn up.

12.5. The Procurement Board, with the reports it deems appropriate to request, will study, evaluate and weigh the offers contained in envelope B, in accordance with the applicable award criteria through automatic formulas indicated in this Tender.

The Contracting Board may request from the tenderers the presentation of additional information that, for clarification purposes, it deems necessary in relation to the B envelopes, and which must be presented to the Contracting Board within the term granted for that purpose, which may not exceed five (5) calendar days.

12.6. Once the bids have been evaluated, and after excluding those that do not meet the requirements of the Specifications, the Procurement Board will propose the classification in descending order of score and formulate the award proposal, which it will submit to the procurement body.

In order to formulate this classification proposal, the technical reports deemed relevant may be requested.

12.7. Once the Bureau's proposal has been accepted by the contracting body, the corresponding services will be required from the tenderers proposed in each lot, in accordance with what is provided in article 145 of the LCSP because, within ten (10) days able to count from the following to the one in which the request was received, provide the following documentation:

➤ **If the company is not registered in ROLECE or RELI:**

(i) Documentation proving personality and capacity:

a) For natural persons (individual entrepreneurs and professionals), the presentation of the national identity document (DNI), or a document that replaces it, and the fiscal identification number (NIF), in case this is not included in the said ID.

b) For legal entities, it will be mandatory to present the CIF and the articles of incorporation, modification and adaptation of the statutes, where applicable, duly registered in the Mercantile Registry, when this requirement is enforceable in accordance with the applicable commercial legislation. When this registration is not required, the accreditation will be carried out by providing the deed or document of incorporation, amendment, statutes or founding act, in which the rules governing the activity of the company, registered, where appropriate, in the corresponding official Registry.

c) If the employer acts through a representative or is a legal person, it is necessary to provide:

c.1.) Public power of attorney document, duly registered in the corresponding Public Registry.

c.2.) DNI and NIF of the representative and of the signatory of the financial proposal.

d) The capacity to operate of non-Spanish companies from Member States of the European Community, or signatories of the agreement on the European Economic Area, must be proven by registration in the registers issued in accordance with the legislation of the state where they are established, or through the presentation of an affidavit, or a certification in the terms established by regulation, in accordance with the applicable community provisions.

e) The capacity to operate of foreign companies not included in the previous section must be certified by observing the rules provided for in article 68 of the LCSP.

f) As has been advanced, bids may be submitted by unions or groups of companies that are temporarily constituted for the purpose, without the need to formalize them in a public deed until the award has been made in your favor. These companies will remain jointly and severally liable to the contracting entity.

In these cases, both natural and legal persons, each of its components will accredit their capacity, personality and representation, it being mandatory to indicate in a separate document the names and circumstances of those who sign it, the percentage of participation of each of them and they will have to appoint a representative or proxy with sufficient powers to exercise the rights and comply with the obligations arising from the Contract until its termination.

The tenderer who is part of a group or union of employers that is temporarily established may not compete individually in the same procedure or appear in more than one group or union of employers.

In the event that all or part of the related documentation had already been delivered to the contracting entity and had not been the subject of any modification or update, being therefore fully valid, the tenderer will not need to provide it again, always and when, accompanied by a duly completed and under your responsibility certification of the validity of the aforementioned documentation, according to the model in Annex no. 2.

(ii) Accrediting documentation of the economic and financial and professional or technical solvency: in accordance with what is established in clause 6 of these Specifications.

(iii) In the event that it is required, proof of establishment of the definitive guarantee. The companies awarded the Framework Agreement are exempted from the obligation to set up a definitive guarantee.

(iv) Other documentation:

a) Registration for the Economic Activities Tax, in the heading corresponding to the object of the contract, and last receipt, provided that activities subject to and not exempt from said Tax are carried out.

However, in the event that the selected company is in one of the cases of exemption from this tax included in article 82 of Royal Legislative Decree 2/2004, of March 5, by which the Revised

Text is approved of the Local Taxes Regulatory Law, will provide a responsible declaration that must specify the legal assumption of exemption and the declaration document in the census of tax payers

b) Specific certificate of being up to date with tax obligations issued by the Tax Administration, for the purposes of article 43 of Law 58/2003, of December 17, General Taxation.

c) Positive certificate issued by the Generalitat de Catalunya attesting to the non-existence of tax debts with the aforementioned Administration.

d) Positive certificate, issued by the competent body, that they are up to date in fulfilling their obligations with Social Security.

e) In the case of resorting to the integration of solvency through external means, contribution of the commitment referred to in article 75.2 of the LCSP.

f) Media assignment commitment referred to in article 76.2 of the LCSP.

➤ **If the company is registered in ROLECE or RELI:**

(i) Document certifying enrollment in the ROLECE or RELI and certification of the validity of the data contained therein. If any of the information referred to in the previous section is not included in the RELI, it must be provided separately.

(ii) In the case of resorting to the integration of solvency through external means, contribution of the commitment referred to in article 75.2 of the LCSP.

(iii) Media assignment commitment referred to in article 76.2 of the LCSP.

(iv) In case it is required, proof of establishment of the definitive guarantee. The companies awarded the Framework Agreement are exempted from the obligation to set up a definitive guarantee. This exemption does not include contracts based on this Framework Agreement.

If the requirement is not fulfilled within the specified period, it will be understood that the tenderer has withdrawn his offer, proceeding to demand the amount of 3% of the tender base budget, excluding VAT, as a penalty, which will be effective, in the first place, against the provisional guarantee, if it had been established.

In this case, the same documentation will be requested from the following bidder, in accordance with the order in which the offers have been classified.

III. AWARD AND FORMALIZATION OF THE FRAMEWORK AGREEMENT

CLAUSE 13.- AWARD OF THE FRAMEWORK AGREEMENT

13.1. The Contracting Authority must award the framework agreement within five (5) working days following the end of the deadline for receipt of the documentation.

The tender may not be declared void when there is an offer or proposal that is admissible in accordance with the criteria listed in this Specification.

13.2. The decision to award the framework agreement must be motivated with reference to the award criteria of this Tender, it must specify the reasons for rejecting a candidacy or offer and the characteristics and advantages of the selected offer, incorporating the indication of the scores, total and partial, obtained by all admitted companies, in each of the award criteria, and will be notified to the tenderers. It will be sufficient motivation if the contracting body accepts and assumes the award proposal formulated by the Contracting Board in the resolution of the award.

Likewise, the award decision will indicate the period in which the contract must be formalized.

If there was no proposal that was admissible in accordance with the award criteria of this Tender, the procedure will be declared void.

13.3. The submitted proposals, both those declared accepted and those excluded without opening, will be archived.

Likewise, the procurement body may cancel the procurement procedure, when factual or legal circumstances arise that, in a logical and reasonable manner, impose the prevalence of the public interest in view of the needs it seeks to satisfy the contract, being able to withdraw or waive the award procedure for reasons of public interest duly justified in the file.

13.4. If the contracting body departs from the award proposal formulated by the Contracting Board, it must justify the reasons in the resolution.

13.5. After the deadlines indicated in article 158 of the LCSP for the award of the framework agreement without the award agreement having been issued, bidders will have the right to withdraw their proposal, without the right to any of compensation. However, the contracting authority may request bidders to maintain their offer for a longer period, prior to communication and publication in the Contractor's Profile, with the tender being maintained with those bidders who accept the extension.

CLAUSE 14.- DEFINITIVE GUARANTEE

Given that the award of this Framework Agreement only entails the expectation of selecting the companies that must be awarded the various contracts based on it, the companies awarded the Framework Agreement are exempted from the obligation to set up definitive guarantee

This exemption also includes contracts based on this Framework Agreement, where it will not be necessary to require a definitive guarantee corresponding to 5% of the award amount of the contract based, taking into account the nature of the services to be contracted and given that the technical and financial solvency of each of the approved bidders will be reviewed.

CLAUSE 15.- FORMALIZATION AND PERFECTION OF THE FRAMEWORK AGREEMENT

In accordance with the provisions of article 153.3 of the LCSP, the Framework Agreement cannot be formalized before fifteen (15) working days have passed since the notification of the award is sent to the bidders.

In this sense , *the Catalan Institute of Chemical Research* will require the awarded companies to formalize the Framework Agreement within a period not exceeding five (5) days counted from the day following the one in which it requires them to formalize it, a once the period of fifteen (15) working days referred to in the previous paragraph has passed, without the appeal having been filed. It will also proceed when the body competent for the resolution of the appeal has lifted the suspension, if that was the case.

The framework agreement must be formalized at the headquarters of *the Catalan Chemical Research Institute* in writing or sent by courier, using a private document, according to the model attached to this Specification. The framework agreement will be perfected with its formalization.

The successful tenderer may request that the contract be converted into a public deed, bearing the corresponding costs.

In the event that for reasons attributable to the successful tenderer the framework agreement is not formalized, *the Catalan Institute of Chemical Research* will be authorized to request from the successful tenderer all damages caused, which will be effective in the first place against the definitive guarantee, if it had been established. In this case, the framework agreement will be awarded to the next bidder in the order in which the bids have been classified, upon presentation of the relevant documentation.

Within a period of no more than thirty (30) days from the signing of the framework agreement, *the Catalan Chemical Research Institute* will send the announcement to the DOUE so that the said formalization is published. *the Catalan Institute of Chemical Research* will also publish the formalization of the framework agreement in the contractor profile.

The improvement of the contracts based on the framework agreement will be carried out through the awarding of the corresponding contracts, which will have the purpose of specifying the object of the procurement based as well as, in their case, establishing particular conditions of execution.

The *Catalan Chemical Research Institute* will not demand the formalization of the contract based on writing, complying with the provisions of article 153.1 of the LCSP. Therefore, the contract will be understood to be perfected with the award of the based contract.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES DERIVED FROM THE FRAMEWORK AGREEMENT

CLAUSE 16.- APPOINTMENT OF PERSONS RESPONSIBLE BY COMPANIES

The awarded companies must identify the person who, on behalf of the company, will act as the interlocutor contact person for relations and the resolution of incidents that may arise from the execution of this Framework Agreement.

CLAUSE 17.- MODIFICATION OF THE FRAMEWORK AGREEMENT

1. In relation to any contractual modifications that may occur, the regime provided for in subsection 4^a of Section 3^a of Chapter I of Title I of the LCSP will apply, depending on whether or not causes have been foreseen modification specifics. The framework agreement may be

modified for the reasons provided for by law, as well as for those provided for in these Terms and Conditions.

2. The causes that may give rise to the conditions for generating a modification of the framework agreement are the following:

Subjective:

- A. Total or partial succession of the initial contractor resulting from a business restructuring, complying with the requirements and conditions established in article 98 of the LCSP and provided that this does not involve other substantial modifications of the contract, nor is it intended to evade the application of the Directive.
- B. Replacement of the initial contractor as a result of the assignment of the Contract to a third party, under the terms established in article 214 of the LCSP. In this case, the prior and express authorization of the Contracting Authority will be required for the assignment of the Contract and that the assignee has full capacity to contract with the public sector, has the solvency required in the Specification and is not in cases of inability or prohibitions to contract with the public sector determined by current legislation. The assignee of the contract will be subrogated in all rights and obligations that corresponded to the assignor.

Objectives:

The planned modifications are linked to the need to add services not initially planned and will have to be carried out in accordance with the conditions, scope and limits indicated below:

- It is established, in accordance with article 204 LCSP, a modification of 20% of the initial price of the contract, which in no case will lead to an alteration of the essential conditions of the contract, and will occur in the event of an increase of demand, derived from the growth in the activity carried out by the Institute, which requires an increase in the amount and number of orders in order to fulfill its research and investigation tasks.
- The Contracting Authority, on its own initiative or at the request of the successful tenderer, may include new goods of the awarded type or similar to it, when there are reasons of public interest or of new technology or configuration with respect to the awarded ones, the commercialization of which has started after the deadline for submission of offers, and provided that the price does not exceed 10% of the initial award price.

3. The procedure to modify the framework agreement will be:

- Justificatory report from the person in charge of the contract stating the need to proceed with the modification of the contract.
- Legal report from the procurement department stating, where applicable, its provenance.
- Hearing procedure for the contractor for a period of ten (10) working days and appearance in which he states that he has been informed of the scope of these new works.
- Approval of the modification and award of the competent Contracting Authority.
- Readjustment of the definitive guarantee.

4 . Any modifications that are approved will be binding on the contractor. Consequently, the successful tenderer accepts any modification of the contract proposed by the contracting authority that complies with the provisions of this Specification or the Contract and commits to its execution once the corresponding agreement is adopted.

There will be no limitation of modification of the contract downwards. In the event that the downward modifications exceed twenty percent (20%) of the award amount, the successful tenderer may request the termination of the contract and the liquidation of the work carried out, without being entitled to any other of compensation or payment in the form of benefits that have ceased to be obtained.

CLAUSE 18.- DATA PROTECTION

1. In compliance with the provisions of the General Data Protection Regulation 679/2016 of the European Union which regulates, in its articles 13 and 14, the right to information in the collection of personal data, it is recorded the following extremes:
 - a. The documentation required to bid in this procedure that contains personal data is necessary for participation in it.
 - b. In relation to the documentation submitted by bidders that contains personal data of natural persons (workers, technical staff, collaborators, etc.), the bidder guarantees that it has previously obtained the consent of the interested / affected persons to facilitate the aforementioned information to *the Catalan Institute of Chemical Research* for the purpose of bidding in the present procedure.
 - c. The documentation submitted by bidders that contains personal data will be deposited at the offices of *the Catalan Institute of Chemical Research* , located at Avinguda del Països Catalans, 16, 43007 Tarragona and will be processed by *the Catalan Institute of Chemical Research Chemistry* for the qualification, assessment and comparison of tenderers' proposals and to comply with the purposes established in the public procurement regulations that apply to the *Catalan Chemical Research Institute* . The recipients of this information will be *the Institut Català d'Investigació Químic* itself , if applicable, as well as those third parties who carry out inspection tasks or those third parties who, in the execution of the contract, must necessarily access the same.
 - d. The presentation of the offer and the requested documentation implies that the bidder authorizes the *Catalan Institute of Chemical Research* to process the aforementioned documentation and information in the terms provided and, in the event that it is awarded, within the framework of the execution of the contract.
 - e. Those interested / affected may exercise the rights of access, rectification, cancellation and opposition or any other that may have been recognized, by writing to *the Institut Català d'Investigació Químic* , as the entity responsible for the treatment, at address indicated in letter c) above, attaching a copy of the National Identity Document or other Official Document that certifies the identity of the person exercising the right.
 - f. The processed data will be kept for as long as the relationship is maintained and, once terminated, for the periods of retention and limitation of liability provided for by law.

2. The successful tenderer undertakes to comply with everything established by the General Data Protection Regulation, in relation to the personal data to which it has access during the term of this contract.

The documentation or information that emerges or to which the successful tenderer has access when performing the obligations derived from the contract, which corresponds to *the Catalan Institute of Chemical Research* as responsible for the personal data file, is confidential and may not be the object of total or partial reproduction by any means or support, nor may it be processed or computerized, nor transmitted to third parties outside the strict scope of the direct execution of the contract, not even among the rest of the staff that the successful tenderer has or may have.

The successful tenderer, as the person in charge of the processing of the personal data that is the responsibility of *the Institut Català d'Investigació Química* as the person responsible for the file and processing of the same, undertakes to use them for the sole and exclusive purpose to provide the commissioned services.

The successful tenderer undertakes, in accordance with the provisions of the RGPD, to treat personal data solely in accordance with the instructions of *the Catalan Institute of Chemical Research*, for the strict execution of the contract; not to apply or use the personal data that come from the files owned by *the Institut Català d'Investigació Química* for a purpose other than that established in the contract and not to communicate or transfer them, not even for the its conservation, to other people.

The successful tenderer undertakes, in accordance with the provisions of the RGPD, to delete or return the personal data and the supports or documents containing the personal data obtained as a result of the execution of the contract without keeping any copies and without that no external person has access to the data, unless they have express authorization from *the Catalan Chemical Research Institute*.

In accordance with the provisions of the RGPD, the tenderer undertakes to adopt sufficient and necessary measures to guarantee confidentiality, integrity and availability, in accordance with the nature of the data processed, of a technical and organizational nature that guarantee the security of the personal data to which you have access for the purpose of the contract and avoid its alteration, loss, treatment or unauthorized access, given the state of technology, the nature of the data stored and the risks to which they are exposed, whether they come from human action or from the physical or natural environment.

The successful tenderer and its workers undertake to keep strict secrecy and confidentiality of all that information and personal data to which they have access and to comply with all those technical and organizational measures that are established to guarantee the confidentiality and integrity of the information and personal data. These obligations will survive even after the termination and termination of this contract.

CLAUSE 19.- PROCESSING OF PERSONAL DATA: OBLIGATIONS ARISING FROM THIS PROCESSING

The successful tenderer will be obliged to respect the regulations in force in the field of data protection and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, relating to the protection of individuals physical with regard to the processing of personal data and the free movement of such data (hereinafter, RGPD) and the Organic Law 3/2018, of December 5, on the Protection of Personal Data and

guarantee of digital rights (hereinafter , LOPDgdd) and those regulations that develop it, the successful tenderer being subject to these regulations.

This obligation, in accordance with what is established in article 202.1 of the LCSP, is established as a special condition for the execution of the contract, also having the character of an essential contractual obligation, the breach of which it will be considered breach of a main obligation of the contract, being cause for its termination.

CLAUSE 20.- CONFIDENTIALITY

The awardees of the framework agreement and their collaborators will be obliged to respect the confidential nature of all that information to which they have access for the execution of the contract when so indicated in the same, or when so instructed indicate the entity, or when due to its own nature it should be treated as such. This duty of confidentiality will be maintained throughout the execution of the works, and once they have been completed and delivered, for the following five (5) years.

CLAUSE 21. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

21.1. Approved companies will not be able to subcontract with third parties the partial performance of the contracts based, with compliance with the requirements established in the LCSP and in this specification.

21.2. The transfer of the rights and obligations arising from the contract in favor of a third party is prohibited. The assignment of the contract can be carried out as long as and when the requirements established in article 214.2 of the LCSP are met

CLAUSE 22.- COMPLIANCE WITH ETHICAL PRINCIPLES AND RULES OF CONDUCT BY CONTRACTORS

In accordance with what is established in article 55.5 of Law 19/2014, of December 29, on transparency, access to public information and good governance, contractors must comply with the ethical principles and rules of conduct that are determine below:

- Adopt ethically exemplary conduct, refrain from encouraging, proposing, promoting or carrying out any kind of corrupt practice, both in relation to what the Penal Code refers to as corruption and also in relation to ethically reprehensible actions. Likewise, you must bring to the attention of the competent bodies any manifestation of these practices that, in your opinion, are present or may affect the procedure or the contractual relationship and not take any other action that may violate the principles of equality opportunities and free competition.
- Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services covered by the contract.
- Not to carry out actions that put the public interest at risk in relation to the scope of the contract or the contracted services.
- Report, during the execution of the contract, irregular situations that may arise in the hiring process.
- Immediately notify the contracting authority of possible situations of conflict of interest, understood as any situation where members of the staff of the contracting authority or of a contracting service provider acting on behalf of the contracting authority who participate in the development of the procurement procedure or may influence the

outcome of this procedure have, directly or indirectly, a financial, economic or personal interest that could appear to compromise their impartiality and independence in the context of the procurement procedure . And also take into account the provisions contained in Directive 2014/24/EU regarding the conflict of interests.

- Not to request, directly or indirectly, that a public office or employee influence the awarding, continuation or maintenance of the contract in their own interest or that of third parties.
- Not to offer or facilitate personal or material advantages to public officials or employees, neither for themselves nor for third parties, regardless of the personal or professional link they may or may not have, nor to people who participate or who may influence the proceedings of procurement
- 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, for example, 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.
- Not to use confidential information, known through the bidding or execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any kind in self-interest.
- Not attempt to improperly influence the decision-making process of the contracting authority, obtain confidential information that may confer undue advantages in the procurement procedure, or negligently provide misleading information that may have a significant influence on decisions regarding exclusion, selection or award.
- 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.
- Comply with the obligations to provide information, which the transparency legislation and public sector contracts impose on the awardees, in relation to the Administration or administrations of reference, without prejudice to the fulfillment of the transparency obligations that belong directly to them by forecast legal
- Report the acts of which he is aware and which may lead to an infringement of the previous obligations.

CLAUSE 23.- RESPONSIBILITY IN EXECUTION AND PENALTIES

1. The successful bidder must compensate for the damages to the contracting entity or the staff that depends on it and compensate it for damages resulting from negligence or negligence in the fulfillment of the obligations resulting from the award. He will also be responsible for damages caused to third parties during the execution of the contract.

2. In the event of non-fulfillment or defective fulfillment of the obligations assumed by the successful bidder, the contracting entity may terminate the contract or compel it to fulfill it.

3. Non-fulfillment or defective fulfillment of contractual obligations will result in the imposition of penalties. The types of faults for the purposes of this contract are described below:

Mild :

- ✓ Lack of collaboration with the contracting entity's staff.
- ✓ The breach of the partial execution of the services defined in the contract, which does not constitute a serious fault.
- ✓ Not notify the contracting entity of the addition of new staff or if changes occur.

- ✓ Non-compliance with the regulations on Prevention of Occupational Risks, qualified as minor by their specific regulations.

Serious:

- ✓ The resistance to the requirements made by the contracting entity, or their non-observance.
- ✓ The breach of the partial execution of the services defined in the contract, which does not constitute a very serious fault.
- ✓ Not having substitute staff for a certain service.
- ✓ Carry out a working day longer than the one permitted by employment, and in the event that this happens by chance, do not inform the contracting entity.
- ✓ Allow, by action or omission, access to the premises of the contracting entity, to persons outside the contracted service.
- ✓ The lack of delivery, in time and form, of all the information regarding the provision of the service that has been requested by the contracting entity.
- ✓ Recidivism in the commission of minor offences.
- ✓ Lack of service coverage for a period of time, due to lack of substitute staff or other causes, as long as it is not a very serious breach.
- ✓ The breach, which does not constitute a very serious offence, of the obligations derived from the general regulations on the prevention of occupational risks, and in particular, those of the health and safety plan in the benefits, qualified as Serious by its specific regulations.

Very serious:

- ✓ Failure to provide the service, whether due to abandonment or other causes.
- ✓ Passivity, abandonment and laziness in performing the service.
- ✓ The resistance to the requirements made by the contracting entity, or its non-observance, when it causes very serious damage to the execution of the contract.
- ✓ The use of work systems, elements, materials, machinery or personnel other than those provided for in the Specifications and in the tenderer's offers, if applicable, when it causes very serious damage.
- ✓ Not making personal available for the execution of the established minimum services.
- ✓ Very serious breach of the prescriptions relating to subcontracting, if applicable.
- ✓ Falsification of the services provided by the successful tenderer on the invoice.
- ✓ Recidivism in serious offences.
- ✓ Incorporating staff without any knowledge of their obligations, or prior training.
- ✓ Non-compliance with the regulations on Prevention of Occupational Risks, qualified as very serious due to their specific regulations, and especially those of the Health and Safety Plan in terms of benefits.
- ✓ The non-compliance with the prescriptions on security of third parties in the benefits.

During the processing of the file, the successful tenderer will be given a hearing so that she can formulate the allegations she deems relevant and the contracting body of the contracting entity will resolve.

4. Regardless of the recovery for damages, in the event of non-compliance that does not result in termination of the contract, the contracting entity may apply the following sanctions, graded according to the degree of damage, danger and/or repetition:

- VERY SERIOUS faults: 15% of the contract amount
- SERIOUS faults: 10% of the contract amount
- MINOR faults: 5% of the contract amount

The amount of the penalties may be made effective through their deduction in the invoice(s) that must be paid to the successful bidder.

The contracting entity reserves the right to terminate the contract due to repeated deficiencies in the execution of the service, if more than 3 of the penalties indicated in the previous sections of this point are applied.

V. CONTRACTS BASED ON THE FRAMEWORK AGREEMENT

CLAUSE 24.- EXECUTION OF THE FRAMEWORK AGREEMENT AND THE BASED CONTRACTS

the Catalan Chemical Research Institute and the companies that were originally party to it may be concluded .

As long as the framework agreement is in force, successive service contracts derived from it may be concluded, the duration of which may extend beyond the date on which the validity of the framework agreement expires, as long as and when they have been previously awarded on the date of that termination.

The Framework Agreement, as well as the based procurement, will be executed at the risk and risk of the contractor awarded them, and will be developed following the instructions determined by *the Catalan Institute of Chemical Research* , which are established in the based contract and, in your case, the technical specifications or technical documentation provided by *the Catalan Institute of Chemical Investigation* . The contractor's lack of knowledge of the framework agreement and the contracts deriving from it and other contractual documents of any kind that may be applicable in the execution of the services, will not exempt him from the obligation of his fulfillment

The successful tenderer must have precise personnel with the necessary technical qualification to fulfill all the obligations arising from the contract based on it. This staff will depend exclusively on the contractor, who will have all the responsibilities derived from his status as an employer.

When the successful tenderer or personnel in his charge incur deficiencies in the provision of services, or in acts or omissions that compromise or disturb the proper functioning of the contract, the security and control of the Catalan Institute of Chemical Research , this may demand the adoption of specific measures to achieve or restore the correct order of execution of what was agreed. These eventualities will be considered contractual breaches and, therefore, may be subject to penalties under the terms established in the framework agreement.

The contractor will be responsible and will have to fulfill all the obligations imposed by the legislation in force at any given time. In particular and without limitation, the successful tenderer will be obliged to comply with the provisions in force in the field of labor legislation, social, safety and hygiene at work/prevention of occupational risks, social integration of people with disabilities, fiscal, protection of personal data, environmental data, etc. Failure to comply with these obligations or infringement of the applicable regulations by the successful tenderer will not entail any type of responsibility for the *Catalan Chemical Research Institute* . However, *the Institut Català d'Investigació Química* may require the contractor to provide documentary evidence of compliance with the aforementioned obligations.

The successful tenderer will implement all the measures derived from Law 31/1995, on the Prevention of Occupational Risks and its regulatory development, in everything that applies to this contract and to its activity.

The person in charge of the contract appointed by *the Catalan Institute of Chemical Research* and the corresponding technical services of *the Catalan Institute of Chemical Research* will determine whether the service provided by the successful tenderer conforms to the prescriptions established for its execution

CLAUSE 25.- PROCUREMENT BASED ON THE FRAMEWORK AGREEMENT

The purchase need is generated by the Projects Unit or by the ICIQ Management , following the ICIQ's internal purchasing procedure.

The award of the Framework Agreement does not give the right to the provision of services. This provision will be made in the event that the companies awarded the Framework Agreement are awarded the contracts based on it, in accordance with what is determined in the following sections.

The need to purchase is generated by the recipient units of the benefits following the ICIQ's internal purchasing procedure.

This Framework Agreement establishes all the terms for performing the contract based on . The contract(s) will be awarded to the company that has submitted the best term conditions, technical and economic conditions that at any given time most adequately satisfy the needs of the ICIQ, always guaranteeing adequate and sufficient credit for the amount to be contracted.

Therefore, the contracts based will be awarded in accordance with the following processing rules:

7.1- Lot no. 1: Finalist project proposal writing service

1.- When the award of the framework agreement was made to a **single bidder** , the award of the based contract will be direct to this company. The contract(s) based will be awarded by order. In any case, adequate and sufficient credit for the maximum amount of the contract is always guaranteed. Likewise, the company can be consulted in writing asking, if necessary, to complete its offer.

2.- When the framework agreement is awarded **to several bidders** , the contracts based on it will be awarded by order according to the following criteria:

- The degree of success when presenting in the specific call. The degree of success of the bidder will be assessed when presenting in a certain type of funding project. For every 5 proposals accepted, 5 points will be accumulated up to a maximum of 35 points.
- The economic offer of the service will be assessed with 45 points.
- The planning of the service, offering the necessary tasks for the preparation and improvement of the proposal in accordance with the delivery deadline. Indicating that once the service is done, it will be necessary to present justification for its presentation in time and form . It will be evaluated with 20 points.

according to the following procedure:

The recipients of the benefits, in compliance with this clause urged by the Contracting Authority, will call the procedure for awarding the contract based on sending, by email, an invitation to all the approved suppliers of the lot by to which, in a period not exceeding 15 working days, also present by email, a technical offer that responds to the need, presenting:

- Degree of success when presenting to the call
- The proposed economic offer.
- The planning of the tasks for the preparation and improvement of the proposal

If the offer is not received within the deadline, it will be understood that the bidder does not want to participate in the procurement procedure.

The contract based will be awarded to the highest scoring bidder. In case of total coincidence in the offers, in the sense that there are no differences in the degree of success, economic conditions and in the planning, the company that has received the highest score in the final assessment of the framework agreement. If this equivalence is repeated in a future order, the contract will be awarded based on the next company with the highest score of the framework agreement and so on.

The successful tenderer must designate a person who will be the contact person with the ICIQ to attend to their requests. For this reason, you must have an email address (to receive budget requests and acceptances) and a contact telephone number for the resolution of incidents. The successful tenderer of the based contract will appoint a technical coordinator from his staff who will act as interlocutor with the ICIQ.

7.2.- Lot no. 2: Advisory services for the preparation of proposals

1.- When the award of the framework agreement was made to a **single bidder**, the award of the based contract will be direct to this company. The contract(s) based will be awarded by order. In any case, adequate and sufficient credit for the maximum amount of the contract is always guaranteed. Likewise, the company can be consulted in writing asking, if necessary, to complete its offer.

2.- When the framework agreement is awarded to **several bidders**, the contracts based on it will be awarded by order according to the following criteria:

- The degree of success when presenting in the specific call. The degree of success of the bidder will be assessed when presenting in a certain type of funding project given that the advisory service will certainly be more profitable when the degree of success is higher. For every 5 proposals accepted, 5 points will be accumulated up to a maximum of 35 points.
- The economic offer of the service will be assessed with 45 points.
- The adaptation of the contents of the counseling service to the needs of the center for counseling activities by presenting the planning of the activity together with the program and/or support material, will be assessed with 20 points.

according to the following procedure:

The recipients of the benefits, in compliance with this clause urged by the Contracting Authority, will call the procedure for awarding the contract based on sending, by email, an invitation to all the approved suppliers of the lot by to which, in a period not exceeding 15 working days, also present by email, a technical offer that responds to the need, presenting:

- Degree of success when presenting to the call
- The proposed economic offer
- The planning of the advisory service.

If the offer is not received within the deadline, it will be understood that the bidder does not want to participate in the procurement procedure.

The contract based will be awarded to the highest scoring bidder. In case of total coincidence in the offers, in the sense that there are no differences in the degree of success, economic conditions and in the planning, the company that has received the highest score in the final assessment of the framework agreement. If this equivalence is repeated in a future order, the contract will be awarded based on the next company with the highest score of the framework agreement and so on.

The successful tenderer must designate a person who will be the contact person with the ICIQ to attend to their requests. For this reason, you must have an email address (to receive budget requests and acceptances) and a contact telephone number for the resolution of incidents. The successful tenderer of the based contract will appoint a technical coordinator from his staff who will act as interlocutor with the ICIQ.

CLAUSE 26.- COMPLIANCE WITH DEADLINES AND CORRECT EXECUTION OF SERVICES

The contracts based on the Framework Agreement will be executed subject to what it establishes, the contracts based and, where applicable, the corresponding technical prescriptions or technical documentation provided by the Catalan Institute of Chemical Research , and in accordance with the instructions provided by *the Catalan Institute of Chemical Research* . The awarded company remains obliged to comply with the total and partial terms of execution of the contract that are set in the based contracts.

CLAUSE 27.- CONTROL OF THE EXECUTION OF THE SERVICES

For each based contract, *the Catalan Institute of Chemical Research* will designate one or more persons responsible for the execution of the services, who will be responsible for inspecting, verifying and monitoring the correct performance of the services that are the subject of the based contracts.

The person in charge of the contract designated by the contracting entity will carry out the following functions:

- Supervise the execution of the awarded contract.
- Ensure compliance with the obligations assumed by the successful bidder, both those provided for in the specifications and in the proposal or offer.
- Address the appropriate orders and instructions to the successful bidder to ensure the correct performance of the service.
- Assume the dialogue with the technical coordinator or manager designated by the successful bidder.
- Ensure that the contracted company accredits the obligation that the workers assigned to the execution of the contract are affiliated and registered with Social Security and for this purpose, it may request from the successful tenderer, along with each invoice, the payrolls and the RNT and RLC documents certifying the

payment of wages and Social Security of the people who execute the contract and accompany these documents with each validated invoice.

The person responsible for the contract will be the interlocutor with the technical coordinator or responsible person designated by the awarding company, who must belong to its staff, in order to coordinate and control the correct execution of the contract, so they will have to meet with an appropriate periodicity.

Under no circumstances will the person in charge of the contract of the contracting entity determine the workers of the successful bidder who must execute the contract nor participate in their selection or training, will not give specific orders and instructions to the staff of the successful bidder nor will he exercise any managerial power over them.

The contracting entity will also have the power to supervise, throughout the execution of the contract, that it is carried out with maximum respect for the environment, in accordance with the obligations and requirements contained in this specification.

CLAUSE 28.- PAYMENT OF THE PRICE

The successful tenderer will invoice the services performed once verified with the person in charge of the contract that the tasks are correct. According to this parameter, advance payment of part or all of the contract price is not contemplated.

The payment will be made within thirty (30) days from the receipt of the invoice corresponding to the delivery of the service, which will include all the data that is necessary in accordance with the tax provisions in force and the full description of the services provided.

The invoices they will incorporate the code of the procurement file and the corresponding batch.

CLAUSE 29.- SPECIAL EXECUTION CONDITIONS AND ESSENTIAL OBLIGATIONS OF THE CONTRACT

1. Special conditions of contractual execution. In accordance with article 202 of the LCSP, the establishment of, at least, a special condition of execution among those provided for in said article that are related to the object of the contract will be mandatory.

It is established as a special condition of contractual execution:

- Compliance with the non-existence of an illegal economic and/or financial relationship with a country considered a tax haven.
- The maintenance or improvement of environmental values that may be affected by the execution of the contract.
- The consideration of sustainability criteria.
- Favor the application of measures that promote equality between women and men at work.
- It is established as a special condition of contractual execution of a social type, that the bidding companies guarantee safety and health protection in the workplace .

These conditions will be required of the bidders who participate in the execution of the contract based.

2. Essential obligations of the contract:

- The successful tenderer will be bound by the offer he has submitted, the fulfillment of which, in all its terms, will be an essential obligation of the contract.
- Compliance with the special execution conditions established in clause 30 of these Terms and Conditions will have the character of an essential contractual obligation.
- The effective dedication or assignment to the execution of the contract of the personal means and/or materials indicated and committed in the offer.
- Those obligations of this Specification and of the Standard Contract that are specifically attributed the nature of an essential contractual obligation.

Respect the regulations in force in the field of data protection and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, relating to the protection of natural persons with regard to the treatment of personal data and the free movement of such data (hereinafter, RGPD) and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (hereinafter, LOPDgdd) and those regulations that the develop, in the terms provided for in clauses 18 and 19 of this Specification.

CLAUSE 30.- OBLIGATIONS OF THE CONTRACTOR BASED ON A CONTRACT.

In addition to the obligations established in the current applicable regulations, the successful bidder will be required to:

1. Specify, at the request of the contracting entity, the specific people who will perform the services, as well as communicate any replacement or modification of those people and certify that their employment situation is in accordance with the law.
2. Appoint a person responsible for the smooth running of the work and the behavior of the staff; he must also act as liaison with the contracting entity and the person responsible for the contract.
3. Carry out a correct environmental management of your service, taking the necessary measures to minimize the impacts that this may cause (minimize acoustic impacts, on the environment, carry out a correct management of waste and packaging, etc.) in accordance with the current legislation.
4. Reserve with respect to the data or background that is not public or notorious and that is related to the object of the contract, of which he has become aware on the occasion of the same.
5. Respect, in any case, the prescriptions of Organic Law 3/2018, of December 5, on Protection of Personal Data and guarantee of digital rights (LOPDgdd) and those regulations that develop it.
6. Deliver all the necessary documentation for the fulfillment of the contract in Catalan and make use of it in the development of the services subject to the contract.
7. Have contracted a civil liability insurance policy for an amount sufficient to cover liabilities of any kind that may arise from the execution of the contract.

8. Ensure that all actions in this contract guarantee respect for the principles of non-discrimination and equal treatment relating to non-discrimination based on sex, sexual orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, diversity functional or of any other kind and the dignity and freedom of people.
9. Facilitate and provide the information indicated in Law 19/2014, of December 29, on transparency, access to public information and good governance.
10. Senior officials, managerial staff, commanding positions, administrative positions and personnel in the service of the Public Administration and its public sector, who intervene, directly or indirectly, in the public procurement procedure are subject to the Code of principles and recommended conduct in public procurement and its provisions will be applied transversally to any action that is part of any phase of the procurement procedure in accordance with the degree of intervention and responsibility in the contractual procedures.

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

10.1 . Bidders, contractors and subcontractors assume the following obligations relating to the ethical principles and rules of conduct to which they must adapt their activity, in development of the provision of article 55.2 of Law 19/2014, of December 29, of transparency, access to public information and good governance:

- Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services covered by the contract.
- Not to carry out actions that put the public interest at risk in relation to the scope of the contract or the contracted services.
- Report, during the execution of the contract, irregular situations that may arise in the hiring process.
- Adopt ethically exemplary conduct, refrain from encouraging, proposing, promoting or carrying out any kind of corrupt practice, both in relation to what the Penal Code refers to as corruption and also in relation to ethically reprehensible actions that have as their object or may have the effect of preventing, restricting or distorting competition, such as collusive behavior or fraudulent competition. Bring to the attention of the competent bodies any manifestation of these practices that, in their opinion, is present or may affect the procedure or the contractual relationship and not take any other action that may violate the principles of equal opportunities and free competition .
- At the time of submitting the offer, declare if you have any situation of possible conflict of interest, for the purposes of Article 64 of the LCSP, or an equivalent relationship with interested parties in the project. Immediately notify the contracting authority of possible situations of conflict of interest, understood as any situation in which members of the staff of the contracting authority or of a contracting service provider acting on behalf of the contracting authority who participate in the development of the procurement procedure or may influence the outcome of this procedure have, directly or indirectly, a financial, economic or personal interest that could appear to compromise their impartiality and independence in the context of the procurement procedure . And also taking into account the provisions contained in Directive 2014/24/EU regarding the conflict of interests.
- Respect agreements and confidentiality rules. Not to use confidential information, known through the bidding or execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any kind in self-interest.

- Collaborate with the contracting body in the actions it carries out for the monitoring and/or evaluation of the fulfillment of the contract, particularly by providing the information that is requested for these purposes and that the legislation on transparency and the public sector contract regulations impose on contractors in relation to the Administration or administrations of reference, without prejudice to compliance with the transparency obligations that belong directly to them by legal provision.
- Not to request, directly or indirectly, that a public office or employee influence the awarding, continuation or maintenance of the contract in their own interest or that of third parties.
- Not to offer or facilitate personal or material advantages to public officials or employees, neither for themselves nor for third parties, regardless of the personal or professional link they may or may not have, and to persons who participate or who may influence the procedures of procurement
- 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 bids, bid removal, market allocation, bid rotation, etc.). Likewise, report any act or conduct aimed at those purposes and related to the tender or contract of which he was aware.
- Not attempt to improperly influence the decision-making process of the contracting authority, obtain confidential information that may confer undue advantages in the procurement procedure, or negligently provide misleading information that may have a significant influence on decisions regarding exclusion, selection or award.
- Comply with the obligations to provide information that the transparency legislation and public sector contracts impose on the awardees in relation to the Administration or administrations of reference, without prejudice to compliance with the transparency obligations that belong directly to them by legal provision.
- Report the acts of which he is aware and which may lead to an infringement of the previous obligations.

10.2. Bidders, contractors and subcontractors, or their subsidiaries or related companies, undertake to strictly comply with the provisions in force in tax, labor and social security matters and the general regulations on the prevention of occupational risks. For these purposes, you must have and provide, at the request of the contracting entity, the tax certificate of contractors and subcontractors that covers the entire contractual period. It also undertakes not to carry out financial operations contrary to tax regulations in countries that do not have rules on capital control and are considered tax havens by the European Union.

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

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

- In case of non-compliance with sections a), b), c), f) ig) of section 10.1, a minimum penalty of 0.60 euros is established for every 1000 euros of the contract price, excluding VAT, which is may increase in a justified and proportional way depending on the seriousness of the facts. The seriousness of the facts will be determined by the damage caused to the public interest, the repetition of the facts or the obtaining of a benefit derived from the breach. In any case, the amount of each of the penalties may not exceed 10% of the contract price, VAT excluded, nor may their total exceed 50% of the contract price under any circumstances.

- In the case of non-compliance with what is provided for in letter d) of section 10.1, the contracting body will inform the competent authorities in matters of competition.
 - In the case of non-compliance with what is provided for in letter e) of section 10.1, the contracting body will bring it to the attention of the Public Procurement Ethics Commission of the Generalitat of Catalonia so that it issues the relevant report, without prejudice of other penalties that may be established.
 - In the event that the seriousness of the facts requires it, the contracting body will bring them to the attention of the Antifraud Office of Catalonia or the control and inspection bodies that are competent due to the matter.
- 11 . In cases of subrogation, the successful tenderer will have the obligation to answer for unpaid wages to the workers affected by the subrogation, as well as for the accrued Social Security contributions, even in the event that the contract is terminated and those are subrogated by a new awardee, and without this obligation corresponding to the latter in any case. In this case, the ICIQ, once the lack of payment of the aforementioned wages has been proven, will proceed with the withholding of the amounts owed to the successful tenderer to guarantee the payment of the aforementioned wages, and the non-return of the definitive guarantee until the payment of these is not credited.

CLAUSE 31.- RESPONSIBILITY IN EXECUTION AND PENALTIES

1. The successful tenderer must report to *the Catalan Chemical Research Institute* for damages and indemnify him for damages resulting from negligence or negligence in the fulfillment of the obligations resulting from the contract based. He will also be responsible for damages caused to third parties during the execution of the contract.
2. In the event of non-fulfilment or defective fulfillment of the obligations assumed by the successful bidder, the contracting entity may terminate the contract or compel it to fulfill it.
3. Non-fulfillment or defective fulfillment of contractual obligations will result in the imposition of penalties.

CLAUSE 32.- ETHICS CLAUSE

1. The senior officials and staff at the service of the ICIQ who intervene, directly or indirectly, in the public procurement procedure are subject to the Code of principles and recommended conduct in public procurement and its provisions will be applied across the board to any action that is part of any phase of the procurement procedure in accordance with the degree of intervention and responsibility in the contractual procedures.
2. The submission of the offer by the bidders will mean their adherence to the Code of principles and recommended conduct in public procurement in accordance with the ethical and integrity commitments that form part of the contractual relationship.

VI. REGIME OF RESOURCES

CLAUSE 33.- REGIME OF RESOURCES

1. A special appeal may be lodged in matters of procurement regulated in article 44 et seq. of the LCSP before the Catalan Public Sector Contracts Tribunal as the competent body for the resolution of the appeal, against the tender announcement, the specifications and the contractual documents that establish the conditions that must govern the procurement, as well as the procedural acts adopted in the award procedure, provided that the latter decide directly or indirectly on the same, determine the impossibility of continuing the procedure or produce defenselessness or irreparable damage to rights or legitimate interests, the acts by which the admission or non-admission of candidates is agreed, including offers that are excluded for being abnormally low as a result of the application of the article 149 of the LCSP, against the award agreement and contractual modifications based on non-compliance with the provisions of articles 204 and 205 of the LCSP.

Similarly, a special appeal may be filed in the cases provided for in article 39.2 of the LCSP. The special resource in matters of contracting has a discretionary nature. Alternatively, an administrative contentious appeal may be filed, in accordance with Law 29/1998, of July 13, regulating administrative contentious jurisdiction.

2. The appeal may be lodged by natural and legal persons whose rights or legitimate interests have been harmed or may be affected by the decisions subject to appeal and, in any case, by tenderers.

3. The deadline for filing the special appeal in matters of procurement will be fifteen (15) working days, which will be counted in accordance with what is established in article 50 of the LCSP, depending on the act that is tour

However, when the appeal is based on one of the causes of nullity provided for in section 2 of article 39 of the LCSP, the deadlines for filing the special appeal will be those indicated in letters a) ib) of article 50.2 of the LCSP.

The deadline for filing the special appeal in matters of procurement will be ten (10) calendar days, which will be counted in accordance with what is established in art . 58.a of Royal Decree Law 36/2020, for contracts financed with Next Generation funds.

4. The writ of interposition of the appeal may be submitted to the registry of the Contracting Authority, to the registry of the competent body for the resolution of the appeal or to any of the places established in article 16.4 of the Law 39/2015, of October 1, of the Common Administrative Procedure of Public Administrations.

After two (2) months have passed, counted from the day after the appeal was filed, without its resolution having been notified, the interested party may consider it dismissed for the purposes of filing the contentious administrative appeal.

5. In the writ of interposition, the contested act, the reason for the appeal, the means of proof that the appellant intends to assert and, in his case, the application for adoption will be stated of provisional measures, attaching the documentation required by article 51 of the LCSP.

Tarragona, May 15, 2023.

Emilio J. Palomares Gil
ICIQ Foundation Director
Contracting body

APPENDIX NO. 1

**ENVELOPE A. Accrediting documentation of compliance with the prerequisites.
Exp 17-2023**

Documents with mandatory presentation in envelope A:

1.- DEUC: Single European Contract Document (DEUC).

<https://espd.eop.bg/espd-web/filter?lang=es>

2.- Technical solvency: Document that includes the number of proposals presented by the bidding company in the last 3 years and the percentage of overall success in the following calls (or other calls in which the applicant has had an outstanding activity):

- ERC Starting, Consolidator, Advanced calls.

- Calls for collaborative projects Pillar 1 Horizon Europe: ERC Synergy, MSCA-Doctoral Networks.

- Calls for collaborative projects Pillar 2 (clusters) and 3 (EIC) Horizon Europe: Cluster 4-6, EIC Pathfinder (Open & Challenges), EIC Pathfinder Transition (Open & Challenges), etc.

It will be certified by means of a responsible declaration of the tenderer. It will be assessed that the technical solvency in percentage of success is higher than 20% of the projects presented.

APPENDIX NO. 2

Gentlemen,

The undersigned, Mr., certifies:

- That the documents requested in the Terms and Conditions governing this tender in order to certify the personality and capacity of the tenderer have not been modified with respect to those in their possession, presented on date..... ..in order to participate in the procedure.....

- That the tax identification number card is the one you already have in your possession, presented on date..... in order to participate in the procedure.....

- That the documents certifying my representation as a signatory of the proposal have not been modified or revoked with respect to those in their possession, presented on date.....in order to participate in the procedure....

And in proof of conformity, this is signed at, of of

Signature

APPENDIX NO. 3

OFFER MODEL EVALUABLE THROUGH AUTOMATIC FORMULAS. ENVELOPE B. Exp 17-2023 Lot no. 1: Finalist project proposal writing service

Mr./Mrs., with ID....., acting in his own name or as a proxy, of the company., with NIF..... according to public deed granted before a notary of, Mr./Mr., on date of of with protocol number with e-mail and address for notification purposes to....., at the street no....., CP..... of

Have you heard about the call made by the Catalan Institute of Chemical Research that aims to hire FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVICE AND DRAFTING OF FINALIST RESEARCH PROJECT PROPOSALS OF THE CATALAN INSTITUTE OF CHEMICAL INVESTIGATION. Batch no. 1: Drafting service of proposals for finalist projects and familiar with the Technical Specification Sheets and the Particular Clauses Sheets and other documentation that governs the framework agreement, which I expressly assume and abide by in its entirety, without any exception, and for these reasons:

I DECLARE:

1.- That by signing this document we are qualified to perform all the services indicated in section 3.1 of the Technical Specification Sheet and comply with the requirements established there. We provide the corresponding explanatory report.

2.- That in order to carry out the assigned tasks, within our team we have personnel with the required professional profile. For this reason, we can guarantee that the person in charge of the contract in charge of its control is a professional with a minimum of 3 years' experience in the preparation of proposals. It will be accredited through CV or certificates of good performance.

3.- An economic offer for the purposes of the approval of the bidders in the framework agreement informing the price of the services according to the mode of payment for the following types of calls, not exclusive, of interest to the center:

Type of call	Economic offer with single payment (VAT excluded)	Economic offer with two payments (VAT excluded)	
		Initial payment	Second payment
ERC Starting, Consolidator, Advanced calls	For this type of call in which the center would be the only beneficiary, a maximum price of €9,000 per proposal	For this type of call, the initial payment will be made upon submission of the proposal for a	The second payment will be made in case of success, i.e. once the call has been granted for a

	is considered.	maximum amount of €5,000.00.	maximum amount of 1.5% of the amount granted to the center
 € € €
Calls for collaborative projects: Pillar 1 Horizon Europe: ERC Synergy, MSCA-Doctoral Networks,...	For this type of call in which there is more than one beneficiary, the ICIQ would assume a maximum price of €15,000 per proposal, according to the corresponding percentage agreed with the other members.	For this type of call, the initial payment will be made upon submission of the proposal for a maximum amount of €5,000.00.	The second payment will be made in case of success, i.e. once the call has been granted, for a maximum amount of 5% of the amount granted to the center for MSCA calls and 1% for ERC-SYG calls with a single beneficiary in the center (in case of more than one participant in the center the percentage would be divided by the number of participants).
 € € €
Calls for collaborative projects: Pillar 2 (clusters) and 3 (EIC) Horizon Europe: Cluster 4, cluster 5, EIC Pathfinder Open, EIC Pathfinder Challenges	For this type of call in which there is more than one beneficiary and a greater level of complexity, the ICIQ would assume a maximum price of €20,000 per proposal, according to the percentage agreed with the other partners.	For this type of call, the initial payment will be made upon submission of the proposal for a maximum amount of €5,000.00.	The second payment will be made in case of success, i.e. once the call has been granted for a maximum amount of 7% of the amount granted to the center
 € € €

4.- That the interlocutor to attend to inquiries and/or requests for based contracts (orders) is:

First and last name:

Email address:

Telephone:

Place and date

Signature

OFFER MODEL EVALUABLE THROUGH AUTOMATIC FORMULAS. ENVELOPE B. Exp 17-2023 Lot no. 2: Advisory service for the preparation of proposals

Mr./Mrs., with ID....., acting in his own name or as a proxy, of the company., with NIF..... according to public deed granted before a notary of, Mr./Mr., on date of of with protocol number with e-mail and address for notification purposes to....., at the street no....., CP..... of

Have you heard about the call made by the Catalan Institute of Chemical Research that aims to hire FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVICE AND DRAFTING OF FINALIST RESEARCH PROJECT PROPOSALS OF THE CATALAN INSTITUTE OF CHEMICAL INVESTIGATION. Batch no. 2: Advisory service for the preparation of proposals and familiar with the Technical Specification Sheets and the Particular Clauses Sheets and other documentation governing the framework agreement, which I expressly assume and comply with in its entirety, without exception, and for these reasons:

I DECLARE:

1.- That with the signature of this document we are qualified to perform all the services indicated in section 3.2 of the Technical Specifications and comply with the requirements established there. We provide the corresponding explanatory report.

2.- That in order to carry out the assigned tasks, within our team we have personnel with the required professional profile. For this reason we can guarantee that the person responsible for the contract is a professional with a minimum of 3 years of experience in the preparation of proposals. It will be accredited through CV or certificates of good performance.

3.- An economic offer for the purposes of the approval of the bidders in the framework agreement informing the price of the services - It will be valued in this case that the bidders present an economic offer of the "in house" advisory service to the ICIQ with more than 20 attendees (the price must include travel and subsistence) with a maximum price of €10,000 (VAT not included).

concept	Economic offer (VAT excluded)	VAT 21%	Economic offer (VAT excluded)
"In House" advisory service at the ICIQ with more than 20 assistants (the price must include travel and per diems) with a maximum price of €10,000	€	€	€

4.- That the interlocutor to attend to inquiries and/or requests for based contracts (orders) is:

First and last name:

Email address:

Telephone:

Place and date

Signature

APPENDIX NO. 4

AWARD CRITERIA - BIDS EVALUATION CRITERIA

Batch no. 1: Finalist project proposal writing service

1.- The declaration of compliance with all the requirements of section 3.1 of the Technical Specifications Specification Sheet will be verified.

2.- It will be verified that the person in charge of the contract in charge of the control of the service has a minimum of 3 years' experience in preparing proposals. It will be accredited through CV or certificates of good performance.

3.- The economic offer presented by the bidders for approval purposes will be evaluated in the following terms:

3.1.- For the single payment method and type of call:

Proposals will be evaluated directly proportionally, with the maximum score of 100 points being awarded to the bidder who offers the lowest price and to the rest of the bidders the proportional score with respect to the lowest, in accordance with the following formula:

$$P = (100 * \text{min}) / \text{Of}$$

P is the score obtained, "min" is the lowest price and "Of" is the economic offer corresponding to the bidder being evaluated. In no case can the economic offer be higher than that indicated in the Technical Specifications.

3.2.- For the two payment modality and type of call:

3.2.1.- Initial payment proposals will be evaluated directly proportionally, with the maximum score of 50 points being awarded to the bidder who offers the lowest price and to the rest of the bidders the proportional score with respect to the lowest, in accordance with the following formula:

$$P = (50 * \text{min}) / \text{Of}$$

P is the score obtained, "min" is the lowest price and "Of" is the economic offer corresponding to the bidder being evaluated. The economic offer can in no case be higher than indicated.

3.2.2.- Second payment proposals will be evaluated proportionally, with the maximum score of 50 points being awarded to the bidder who offers a lower percentage and to the rest of the bidders the proportional score with respect to the lowest, in accordance with the following formula:

$$P = (50 * \text{min}) / \text{Of}$$

P is the score obtained, "min" is the lowest percentage and "Of" is the economic offer corresponding to the bidder being evaluated. The economic offer can in no case be higher than the percentages indicated in the Specifications .

Batch no. 2: Advisory services for the preparation of proposals

1.- The declaration of compliance with all the requirements of section 3.2 of the Technical Specifications Specification will be verified.

2.- It will be verified that the person responsible for the contract has a minimum of 3 years of experience in preparing proposals. It will be accredited through CV or certificates of good performance.

3.- The economic offer presented by the bidders for approval purposes will be evaluated in the following terms:

Proposals will be evaluated directly proportionally, with the maximum score of 100 points being awarded to the bidder who offers the lowest price and to the rest of the bidders the proportional score with respect to the lowest, in accordance with the following formula:

$$P = (100 * \text{min}) / \text{Of}$$

P is the score obtained, "min" is the lowest price and "Of" is the economic offer corresponding to the bidder being evaluated. In no case can the economic offer be higher than that indicated in the Technical Specifications.

APPENDIX NO. 5

TYPE CONTRACT

(ENTITY NAME)

FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES RELATING TO

NO. FILE

Tarragona, at ____ of 20__

GATHERED

On the one hand, _____, of legal age and domiciled for the purposes of this contract at _____

And on the other _____, of legal age and domiciled for the purposes of this contract at _____.

THEY INTERVENE

The first in the name and representation of (entity name) (hereinafter, _____), domiciled in Barcelona at street _____ no. ____, NIF _____, registered in _____. The gentleman acts in his capacity of _____, and specially empowered by this grant by virtue of a power of attorney authorized by the Notary of Barcelona, Mr. _____, on ____, with no. ____ of your protocol.

The second in the name and representation of "_____" (hereinafter the successful bidder), domiciled at _____, NIF _____, registered in the Mercantile Registry of _____ in Volume ____, folio ____, sheet no. ____, registration ____. Mr. _____, acts in his capacity as the Company's proxy, and specially authorized by this grant by virtue of a power of attorney authorized by the Notary of _____, Mr. ____, on _____, with no. ____ of your protocol.

EXPOSE

I.- (entity name) is an entity established through the public deed authorized on date _____ by the Barcelona Notary Sr. ____, and is governed by the _____.

II.- According to its Statutes, the fundamental object of (entity name) is _____.

III.- (entity name), in compliance with the purpose for which it was established, has called a procedure for the award of the Service Contract of _____, publishing the corresponding notice of call in the Contractor Profile of (entity name) on ____ date.

The contracting body of (entity name) competent by reason of the amount, has decided, by resolution dated _____, to award the contract mentioned in exhibit III, to _____.

V.- The successful tenderer has certified before (entity name) his capacity and personality to contract and oblige himself and, in particular, for the award of this Contract, and he has constituted the definitive bond required in the Specifications Particular Clauses that govern this

contract, which has been made available to (entity name) for the purposes provided for in this Contract.

VI.- Both parties proceed to formalize the previously mentioned Contract, which is subject to the following

CL TO USES

1.- OBJECT

1.1.- The object of this Framework Agreement is the performance of the work necessary to provide the services of _____, also related to the Technical Specifications, and in the terms contemplated therein.

Through this Framework Agreement, the Fundació Institut Català d'Investigació Química approves those companies/entrepreneurs who comply with the requirements established in the procurement procedure and can provide the indicated services.

This procurement process includes:

- Approval as a supplier company in relation to the services of _____, under the terms set out in the Technical Specification Sheets, and
- The establishment of the conditions that regulate the awarding of contracts based on the processing rules described in clause 25 of the Plec de Cláusules Particulars.

The subscription to this Framework Agreement does not entail any obligation on the part of the Institut Català d'Investigació Química Foundation to carry out a certain number of based contracts. For this reason, the fact that the successful tenderer does not sign any contract based on it, will not generate the right to receive an indemnity, compensation or rescheduling.

This Framework Agreement will be executed subject to the following documentation:

- The set of particular clauses.
- The Specification of Technical Prescriptions.
- The economic-technical offer presented in the digital envelope.

Of the documentation that has just been indicated as defining the subject of this Contract, both parties state that they possess an exact copy.

2.- ESTIMATED VALUE, TENDER BUDGET AND BASED CONTRACTS

Option 1: Closed price

The estimated value of the Framework Agreement is set at _____ € VAT not included. This value refers to the maximum overall amount of the Framework Agreement taking into account its maximum duration, in the event that the possible extension is agreed and also considering the set of contracts foreseen during its validity.

The award of the Framework Agreement does not give the right to the provision of services. This provision will be made in the event that the awardee companies of the Framework Agreement are awarded the contracts based on it, in accordance with what is determined in clause 25 of the Particular Clauses of this Framework Agreement.

The estimated value of the Framework Agreement has been calculated as an estimate, having a purely indicative nature, not assuming, in any case, an obligation of expenditure given that it will be determined based on the contracts derived from this Framework Agreement that are actually carry out

The Catalan Institute of Chemical Research Foundation will only pay the successful tenderer for the services performed, without the Catalan Institute of Chemical Research Foundation being obliged to use up the amount of the contract under any circumstances.

3.- INVOICING AND FORM OF PAYMENT

The successful tenderer will invoice the services once they have been performed and once the invoice has been entered in its register. According to this parameter, advance payment of part or all of the contract price is not contemplated.

Payment will be made within thirty (30) days from the receipt of the services or from the ICIQ receiving the invoice if this is later than the date of receipt.

The invoices they will incorporate the code of the file and the corresponding batch.

Payment in advance of part or all of the contract price is not contemplated.

4.- DURATION OF THE CONTRACT

The Framework Agreement will have an initial duration of one (1) year, counting from the date of its signature.

The Framework Agreement may be extended, by express agreement of the Fundació Institut Català d'Investigació Química, for a maximum period of year. The extension will be agreed by the contracting body of the Catalan Chemical Research Institute and will be mandatory for the awardees. For this purpose, the Catalan Institute of Chemical Research will notify the companies of the extension of the Framework Agreement TWO (2) MONTHS in advance of the end date of the initial period of validity of the Framework Agreement. The extension will be communicated by the Institut Català d'Investigació Química in writing and the companies will have to prove that they have maintained the required capacity and solvency requirements at the time of the tender. Those companies that do not prove it, will not be able to benefit from the extension.

If the Framework Agreement could not be extended with any of the companies initially part of the Framework Agreement, the same will remain in force with the rest of the companies that formalized the extension.

Notwithstanding this maximum duration of the Master Agreement, it shall terminate and terminate for all purposes at the time the amount provided as the maximum estimated value is exhausted.

The termination of the validity of the Framework Agreement, either due to exhaustion of the amount of the estimated value or due to compliance with the term, will not prevent the continuity of the validity of the contracts based on the Framework Agreement, as long as these contracts based have been awarded before the termination of the Framework Agreement.

Contracts based on the Framework Agreement may be awarded throughout its entire validity.

The duration of contracts based on this Framework Agreement will be independent of the duration of the Framework Agreement and will be governed by what is established in the contract based on its duration.

The stipulations of the Framework Agreement will govern all contracts based on it.

5.- DEFINITIVE GUARANTEE

Given that the award of this Framework Agreement only entails the expectation of selecting the companies that must be awarded the various contracts based on it, the companies awarded the Framework Agreement are exempted from the obligation to set up definitive guarantee

This exemption also includes contracts based on this Framework Agreement, where it will not be necessary to require a definitive guarantee corresponding to 5% of the award amount of the contract based on VAT excluded, before the formalization of the contract.

6.- LABOR AND TAX OBLIGATIONS

6.1.- The successful tenderer must at all times be aware of the obligations that correspond to him as a company in fiscal, labor, Social Security, union and Health and Safety matters, and he will be strictly and rigorously responsible, with exclusive and without any charge on behalf of (entity name), for breach of any of these obligations.

6.2.- In accordance with Law 54/2003, of December 12, reforming the regulatory framework for the prevention of Occupational Risks and Royal Decree 171/2004, of January 30, which develops article 24 of the Law 31/1995, of November 8, on the prevention of Occupational Risks, the successful bidder is obliged to comply with the regulations in force regarding the prevention of occupational risks. In particular, the successful tenderer will comply with the provisions of the Particular Clauses in relation to this matter.

6.3.- The successful tenderer undertakes to exercise in a real, effective and continuous manner the power of direction inherent in it in its capacity as employer in relation to its workforce, assuming exclusive respect for the personnel assigned to the execution of the Contract everything related to the negotiation and payment of wages, affiliations and contributions to social security and payment of benefits, permits, licenses, vacations, substitutions, prevention of occupational risks, disciplinary regime, trade union relations, and all other rights and obligations arising from own work contracts.

6.4.- The relationship between the parties is exclusively commercial in nature, and there is no employment relationship between (entity name) and the staff of the service provider even if they have to perform tasks in the (entity name) facilities. Therefore, based on the existence of this contract or its fulfillment, the personnel of the service provider cannot be considered neither de facto nor de jure employees (entity name), given that it will depend solely on the

management of the aforementioned company for all purposes, including, therefore, labor and Social Security aspects.

It will be the service provider who assumes the direction and organization of the work, gives, where appropriate, orders and work instructions to its workers, and assumes the remuneration and contribution obligations of the employer.

7.- ENVIRONMENTAL COMMITMENT AND GOOD PRACTICES

The successful tenderer guarantees to (entity name) a high level of environmental conduct in the execution of the services that are the subject of this Contract, the service provider being fully responsible for compliance with all environmental regulations applicable to it exclusively and with full compensation from (entity name), and undertakes to take the necessary actions to maximize energy efficiency and minimize environmental impact, in accordance with the documentation attached to this Contract and the regulations in force at any given time.

8.- RESPONSIBILITY FOR THE EXECUTION OF THE CONTRACT

8.1.- Subject to the provisions of this contract, each party must be responsible for the total or partial breach of any of its obligations arising from this contract, and must compensate the other for any damages and actual damages caused by the breach.

The liability and indemnification obligation established here are understood without prejudice to the right to terminate the contract and the penalties provided for in the following clause.

In particular, the successful tenderer will be responsible for any loss, deterioration or loss of value of the equipment owned (entity name) necessary for the execution of the contract, as well as any damage or injury, direct or indirect, caused to third parties or own facilities and goods (entity name), which may occur during the execution phase of the contract and until it is received by (entity name).

It will also be responsible for the quality of the services performed, as well as for the consequences that may arise for (entity name) or for third parties due to omissions, errors or inappropriate methods in the execution of the Contract.

8.2.- In the same way, the responsibilities that may arise due to environmental damage must be assumed by the service provider, in accordance with the provisions of Law 26/2007, of October 23, on liability environmental and Law 11/2014, of July 3, which modifies Law 26/2007, of October 23, on environmental responsibility.

8.3.- The successful tenderer will be responsible for the amount of the penalties imposed on (name of entity) as a result of non-compliance or non-compliance, by the service provider, with the conditions established in the documentation contractual nature, in licences, authorizations or permits, as well as for non-compliance or non-compliance with the applicable municipal, regional or state regulations.

8.4.- The assessment of these damages will be communicated by each party to the other, as appropriate, who will have a period of thirty (30) calendar days to discharge responsibility. Otherwise, the valuation will be considered accepted by the party to whom the claim is made, and the claiming party will issue the corresponding invoice.

9.- REGIME OF PENALTIES

9.1. Non-fulfilment or defective fulfillment of contractual obligations will result in the imposition of the penalties established in the Special Clauses that govern this contract.

9.2. The penalties provided for in this section are cumulative and not substitutive.

For the purpose of what is provided for in article 1.153 of the Civil Code, the penalized successful tenderer, in addition to satisfying the penalty in the terms provided for in the following paragraph, must comply with the obligations for non-compliance or delay in the execution of which are penalized.

Penalties will be deducted from outstanding amounts. In the event that there are no amounts pending payment, the penalties will be effective against the definitive guarantee provided, if it exists. In the event that the penalties have been made effective against the aforementioned guarantee, the service provider will be obliged to extend the guarantee in the corresponding amount until it reaches the value of 5% of the award amount.

The application and payment of the penalties do not exclude the compensation to which (entity name) may be entitled for damages caused by the non-compliance attributable to the service provider.

10.- TERMINATION OF THE CONTRACT

10.1.- This contract may be terminated for any of the reasons established in the set of particular clauses governing this contract.

10.2.- Consequences of the resolution

The contractual resolution, regardless of the cause that originated it, will be understood without prejudice to the rights acquired, the responsibilities contracted for non-payment, the obligation to compensate for damages, or those other rights and obligations originated and that are enforceable, either at the time of the resolution, or that continue to be so after it, according to what is established in this contract.

Likewise, the resolution or termination of the contract will not affect the obligations established for the parties that, in accordance with their nature or the terms of this contract, must survive its termination, especially the obligation of confidentiality.

At the end of the contract, the successful tenderer will return to (entity name) all the documentation and materials that have been given to him by (entity name) and that he had in his possession, having in any case to fulfill the duty of confidentiality and secret to which the confidentiality clause refers.

The termination of the contract for any reason other than the expiration of the agreed term or the mutual agreement, will only give rise to compensation in favor of the successful bidder for the damages that have been caused to him through this termination when the same has been a consequence of the breach by (entity name) of its obligations under this Contract.

11.- SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT

The subcontracting and assignment regime is regulated in the Special Clauses that govern the contract.

12.- RECEIPT OF WORK AND GUARANTEE TERM. CIVIL LIABILITY POLICY

12.1.- The execution of the contract will be carried out at the risk and chance of the successful bidder.

12.2.- The successful tenderer guarantees to (entity name) that the services performed to comply with the object of this contract are in accordance with the specifications agreed by the parties.

12.3.- Once the service described in this contract has been carried out, its suitability to the technical requirements and the offer presented by the successful tenderer has been verified, and, where appropriate, the relevant documentation has been delivered, the corresponding act of receipt will be drawn up of the works, from which time the calculation of the warranty period will begin, which is established in [●].

In the event that, at the moment of drawing up the receipt report, incidents arise in relation to the services performed, it will not be considered received, but a maximum term of ten (10) calendar days will be granted to the service provider to proceed to correct the deficiencies detected.

Once the term indicated in the previous paragraph has passed, the appropriate actions will be taken to verify the conformity of the works and subsequent reception.

12.4.- The receipt of the works must be issued by (name of entity) within 15 working days from the date of delivery of the corresponding documentation, as well as any other documentation that may be required by (entity name).

If the mentioned deadlines have passed without (entity name) having issued the corresponding certificate of receipt of the works or services performed, these will be considered received.

12.5.-Also, during the term of the contract, the successful tenderer undertakes to maintain the Civil Liability insurance policy with a minimum limit of the award amount.

The validity of the civil liability insurance policy mentioned in the previous paragraph must be proven, during the entire period of validity of the contract, including possible extensions, by providing to the contracting authority, a copy of the receipt corresponding to the payment of this .

13.- CONFIDENTIALITY AND COMPLIANCE WITH THE ORGANIC DATA PROTECTION LAW

The successful tenderer declares to be aware of and undertakes to comply with the provisions of the Special Clauses in the matter of personal data protection.

Also, the awarded company will be obliged to respect the confidential nature of all that information to which it has access in the terms established in the Set of Particular Clauses

14.- ORGANIZATION. INTERLOCUTOR PERSONS OF THE CONTRACTING PARTIES

14.1.- For the fulfillment of the obligations arising from this contract, the successful tenderer appoints an interlocutor with sufficient capacity, knowledge and experience for the purposes of supervising, coordinating and ensuring the correct provision to be executed, and performing the tasks of communication with (entity name) for monitoring the execution of the contract.

For its part, (entity name) designates a person responsible for monitoring the execution of the works, with sufficient attributions to define and analyze the details of the works to be carried out, as well as coordinate them, and validate the final result of the provision executed.

The persons designated on behalf of (entity name) and the awardee are the following:

For the successful tenderer: Mr./Ms. [●]

For (entity name): Mr./Ms. [●]

(entity name) may request at any time the replacement of the interlocutor designated by the successful tenderer, provided there is a justified reason. In this case, the successful tenderer will propose a substitute with a suitable profile within one working day from the notification of the substitution request.

14.2.- The contractor of the service will guarantee, within the scope of his possibilities, the assignment to the work subject of this contract to a stable staff with a low staff turnover, except in cases where, for justified reasons, a at the request of (name of entity) or of the awardee itself, the replacement of certain persons is deemed necessary.

14.3.- In order to comply with the provisions on Coordination of Business Activities (CAE), established in Royal Decree 171/2004, which implements article 24 of Law 31/1995, on the Prevention of Occupational Risks, before the start of the work, the successful tenderer must certify that it complies with its obligations relating to the prevention of occupational risks, while contacting the Safety, Quality and Environment Unit of the ICIQ, either by phone 977920200, or by email: SHEQ_Unit@icq.es

14.4.- (entity name) will have the power to inspect and be informed of the execution process of the services subject to the contract, being able to request documentation relating to the preparation, management and control thereof, for the purpose and effect of verify the technical characteristics of the provision made. Likewise, he may carry out the quality control systems he deems appropriate and dictate the directives he deems necessary for strict compliance with this contract.

15.- CONTRACTUAL MODIFICATION

This contract may be modified in accordance with what is provided for in section P of the Table of Characteristics and Clause 17 of the Set of Particular Clauses that governs the contract.

16.- LEGAL REGIME

The Framework Agreement is subject to Spanish civil, commercial and procedural legislation, without prejudice to the application of the rules contained in Subsection 4^a, Section 3^a, Title I of Book II, of the LCSP, relating to contractual modifications.

Likewise, this contract is subject to national and European Union data protection regulations, and in particular to 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 circulation of such data (hereinafter, RGPD) and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (hereinafter, LOPDgdd) and those regulations that develop it, the successful tenderer being subject to said regulations.

17.- JURISDICTION

The civil jurisdictional order will be competent to resolve disputes between the parties in relation to the effects, fulfillment and termination of the contract subject to this tender, in accordance with what is provided for in article 27 of Law 9/2017 on Contracts of the Public Sector. The parties, in the case of exercising judicial actions, expressly submit to the jurisdiction and competence of the Courts and Tribunals of the city of Tarragona, waiving any other jurisdiction that may correspond to them.

And, so that this is recorded, this document is signed in duplicate, at the place and date of the heading, or, in the case of signing electronically, on the date that appears in the last electronic signature.

(entity name)

THE CONTRACTOR

Mr.- _____

Mr. _____