



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

Record Nº: NEG 2023-017 Alamut™ Visual Plus software

**DOCUMENT OF TECHNICAL SPECIFICATIONS
NOT HARMONIZED TRADE – UNPUBLISHED NEGOTIATED PROCEDURE**

**SOFTWARE LICENSES FOR VISUALIZATION, INTERPRETATION AND IN SILICO
PREDICTOR SOFTWARE FOR THE HEREDITARY CANCER GENETICS A RESEARCH
GROUP OF THE ACCREDITED IIS CENTER OF THE FUNDACIÓ HOSPITAL
UNIVERSITARI VALL HEBRON – INSTITUT DE RECERCA (VHIR)**

*Project PI22/01200, financed by Instituto de Salud
Carlos III (ISCIII) and co-financed by the European
Union.*



Clause 1. Aim.

The purpose of this contract is to purchase one licence of a program that integrates visualization, interpretation, in silico predictors including protein and splicing effects, database management of genetic variants obtained both by Sanger sequencing and massively sequencing which is absolutely necessary for the research activity based on the project "PI22/01200 *Whole genome sequencing as a first-tier test to improve hereditary breast/ovarian genetic diagnosis*" awarded to the Hereditary Cancer Genetics Group a research group of the accredited IIS center of the Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR). This project is financed by Instituto de Salud Carlos III (ISCIII) and co-financed by the European Union.

For fulfilling the objectives set for this project, a software capable of processing the annotation and functional interpretation of large lists of variants resulting through whole genome sequencing is essential. Alamut™ Visual Plus software is the only one that can offer the possibility of genetic variant analysis in a high-throughput manner, and SophiaGenetics is the only provider of Alamut™ Visual Plus.

Throughout these specifications, the tasks included in the object of this contract are specifically described, as well as the scope of the proposed service.

Clause 2. Maximum budget.

The estimated value and maximum budget for this tender are the same.

The total maximum budget for this tender is **"SEVEN THOUSAND NINE HUNDRED AND EIGHTY-FIVE EUROS" (€7.895)** VAT no included to which, if we add the amount of "One hundred and sixty-five thousand seven hundred euros and ninety-five cents" (€ 1.657,95) corresponding to VAT, we add a total of **"NINE HUNDRED AND FIFTY-FIVE THOUSAND TWO HUNDRED EUROS AND NINETY-FIVE CENTS" (€ 9.552,95).**

The annual unit budget for each licence is the following one:

2023-2024	1.915,00 € (*), VAT excluded.
2024-2025	2.990,00 € (*), VAT excluded.
2025-2026	2.990,00 € (*), VAT excluded.

(*) Price that the tenderer, will be able to improve in the ECONOMIC OFFER.

The estimated value for this tender is **"TEN THOUSAND EIGHT HUNDRED NINETY-FOUR EUROS" (€10.894,00)** VAT no included to which, if we add the amount of "two thousand two hundred eighty-seven euros and seventy-four cents cents" (€ 2.287,74) corresponding to VAT, we add a total of **"THIRTEEN THOUSAND ONE HUNDRED EIGHTY-ONE EUROS AND SEVENTY-FOUR CENTS" (€ 13.181,74).**

Concept	Price (VAT not included)
Maximum budget	7.895,00 euros
Possible modifications	0,00 euros
Possible extensions	2.990,00 euros
Total	10.894,00 euros

Amount set for changes:

The article 204 of L9/2017 establishes the possibility of modifying the contract upwards, and up to 20% of the maximum total tender budget. Amount that will be reimbursed to the company in the same way and under the same conditions that are regulated in these specifications, upon presentation by the successful bidder of the invoice.

This amount can be used to extend an extra license.

*** The service must comply with all legal requirements at the time of contracting, and throughout the term of the contract.

Clause 3. Duration of the contract.

The provision of this purchase will have an initial duration of **three (3) years**, with the possibility of extension for a period of one (1) additional year.

The service will start from the date established in the formalization of the contract.

In the event that the extension is agreed by the contracting entity, it will be mandatory for the contractor, in accordance with the provisions of Article 29 of the LCSP.

However, if the above-mentioned project is, for any reason that cannot be foreseen now, subject to the request of a possible extension, the completion date will be susceptible to be extended, at most the one that is finally authorized.

Clause 4. Technical characteristics of the software.

The basic requirements of the software are described below.

- 1) Annotation, visualization and tagging of genetic variants.
 - Genetic variants must be annotated in genomic, transcript and protein nomenclature. The variants must be annotated in the reference genomes GRCH37 or GRCH38.

- The annotation databases must provide information on the population frequency of the variants, their presence in clinical databases and relevant information on their localization in the gene.
- The software must provide bioinformatics predictor information about the potential impact of the variant on the gene, both at the protein level and its effect on RNA splicing.
- The software must provide a comprehensive visualization of the location of the variant in the gene, in conjunction with database information, as well as other genetic variants identified in surrounding regions.
- The platform must allow the import of genetic variants from both Sanger sequencing (*.abi files) and massively sequencing (*.vcf files) for the creation and management of databases.
- The software must be capable of importing and exporting large list of variants in high-throughput manner

2) Variant interpretation

- The software must provide information about the nomenclature of the variants following the international standards of expert groups (HGVS - Human Genome Variation Society).
- The platform must allow the interpretation of variants following the international standards of expert groups (ACMG-*American College of Medical Genetics) and the preparation of automated variant interpretation reports, integrating information from different reference databases.
- The program must give an RNA variant interpretation tool, capable of computing protein change from RNA variants.

3) The platform must be compatible with the Windows Operating System.

Clause 5. General mandatory criteria

- The bidder must undertake to provide updated versions of the annotation databases.
- The bidder must undertake to provide efficient and rapid technical support for incidents if necessary.
- The supplier shall deliver a user's manual, instruction document or protocol for the use of the awarded software.

Clause 6. Location and Schedule

For any incidence or issue related to the service provided by the software, the technical support must give response by email or virtually on working day and through working week, usually from Monday to Friday.

Clause 7. Billing and payment

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

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

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

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

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

Each annual invoice issued must detail the period to which it corresponds, the breakdown/description of expenses by concept and the internal account that should be charged, as well as indicate the references **"N 2023-017"**.

The effective payment of the executed services will be performed by bank transfer, due 30 days / invoice date.

The contracting institution will make the payment of the supplies once they have been fully performed and once the invoice has been entered into its registry. In accordance with this paragraph, advance payment of part or all of the contract price is not contemplated.

In no case, the contractor will have the right to the revision of prices pertaining to any concept.

Therefore, the contracting entity will make the payment of the invoices using the currency conversion according to the common practices that the entity carries out in this type of case, so said payment will be made at the time of payment of the invoice.

The VHIR's fiscal data that must be included in the invoice are the following:

FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA

CIF: G-60594009

Passeig Vall d'Hebron, 119-129

08035 Barcelona

In the event that the invoice is not issued in accordance with the criteria established and referenced at the beginning of this clause, payment will not be made and the invoice will be withheld until the requested data is correctly indicated.

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

In the event that the invoice is issued after the end of the contract and in accordance with the above paragraph, VHIR will only pay invoices issued within two (2) months after the end of the contract.

The VHIR will only pay the successful bidder for the services actually provided, without, in any case, the VHIR being obliged to exhaust the estimated value of the contract/bid budget.

Clause 8. Responsible for the contract.

The person in charge of the contract is Dr. Sara Gutiérrez-Enríquez, Leader of the laboratory of the Hereditary Cancer Genetics Group a research group of the accredited IIS center of the Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR), who will be basically responsible, among others, for the functions of management and supervision of the contracted supply, conforming the invoicing issued by the service; monitoring, control and dictation of the instructions necessary for the proper execution of the contract; determine whether the service provided complies with the requirements established for its execution and compliance and receipt of the contract at the end, and comply with the obligations assumed by the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) in this contract.

Clause 9. Confidentiality, Protection of personal data, and Intellectual Property

Notwithstanding the provisions of current legislation on intellectual property, protection of personal data and confidentiality, the successful bidder will expressly commit itself not to provide the information and / or Data provided by the VHIR, or any use not provided for in this document, and / or expressly authorized by the Head of the assigned Unit.

The successful bidder will have to extend to the employees that adhere to the service, the obligations contained and assumed by the successful bidder, with reference to confidentiality,

intellectual property and protection of Data, in particular those relating to the secret, the reservation and confidentiality of all the information that, under the service, may be aware of.

These will be understood as being exclusively granted in favor of the VHIR worldwide, for the maximum time established in applicable laws and / or international treaties that are applicable and for their exploitation through any format and / or modality of exploitation, all rights, including the exploitation of any discovery, invention, creation, work, procedure, idea, technique, drawing, design, image or any other intellectual or industrial property right generated, raised or acquired as a consequence of the work carried out by the company awarded the contract that is derived from this tender procedure (hereinafter, "Intellectual and / or Industrial Property"), and which derive directly or indirectly from the relationship between VHIR and I The company awarded by the contract that is derived from this tender procedure.

The company that awards the contract that is derived from this tender procedure undertakes to inform the VHIR of any discovery, creation, invention, idea or any other element that constitutes or is likely to constitute a right of Industrial Property and / or Intel Legal and that develops partially or totally during the term of the contract that is derived from this tender procedure. In the event that the contracting company that derives from this tender procedure discovers or develops any creation of intellectual or industrial property, it will be understood that the discovery or development constitutes confidential information of the VHIR.

The company that awards the contract that is derived from this tender procedure undertakes to sign all those public and / or private documents that are necessary, at the discretion of the VHIR, to allow the accreditation of the ownership of the VHIR or the proper protection of the aforementioned rights of Intellectual Property and / or Industrial in favor of the same or of any third party designated by it.

The company that awards the contract that is derived from this tender procedure authorizes the VHIR for the transformation, modification, publication, public communication and exploitation by any means of the works that it develops as a result of the execution of the contract that is derived from it This tender procedure.

Clause 10. Allocation criteria.

The company must provide a financial offer. The contracts will be awarded according to criteria based on an approach that meets the best relationship cost-effectiveness, a circumstance that will be evaluated according to the following criteria:

10.1 Criteria that can be assessed through [automatic formula](#).....(up to 100 points)

ECONOMIC OFFER..... (up to 70 points)

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

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

P_v = Bid Score to Rate

P = Economic criteria points

O_m = Best Offer

O_v = Offer to be Valued

IL = Bid Amount

VP = Weighting Value = 1

**If after having applied the automatic formula to a submitted offer, the resulting value is negative, zero (0) points will be assigned directly from the economic part. $P_v = 0$.*

No criteria evaluable by means of value judgment is appointed, since the requirements established in these Specifications must be complied with and, therefore, are required by the award of the contract to the invited bidder.

AUTOMATIC EVALUATION CRITERIA.....(up to 30 points)

The bidders will provide a responsible statement regarding the evaluation criteria of this section and before the award they will request the documentation that proves it.

Access to population and pathology-associated genetic databases in a comprehensive manner (maximum 3 points):

- ClinVar.....0,5 points
- dbSNP.....0,5 points
- GnomAD.....0,5 points
- HPO DGV.....1 points
- RepeatMasker.....0,5 points

High-quality predictors of the effect of missense and splicing variants (maximum 3 points):

- MaxEntScan.....0,5 points
- NNSPLICE.....0,5 points
- SSF-like.....1 points
- SIFT.....0,5 points
- PolyPhen.....0,5 points

Scientific literature fonts (maximum 1 point):

- PubMed®.....0,5 points
- MasterMind®.....0,5 points

The visualization of genetic data in an integrated way will be assessed: the simultaneous visualization of different databases, genes and intergenic regions of the human and mitochondrial genome in a graphic and interactive way, as well as the availability of different transcripts, RAGI, RefSeq and MANE for each gene.....10 points

BAM, VCF, BED and Sanger file viewers and simultaneous multi-gens scanning.....10 points

The management of private data will be valued. Dynamic variant filters..... 3 points

Clause 11. Negotiate items.

The negotiate items will be the following ones:

- Unit price of the software license.
- Training course for users on new applications of the software

Barcelona, on the digital signature date

CONTRACTING ORGANISM

Mrs. Montserrat Giménez Prous.

Manager

Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR).