

**LIST OF SPECIFIC ADMINISTRATIVE CLAUSES GOVERNING THE PROCUREMENT OF THE SERVICE TO CONDUCT A SET OF SURVEY EXPERIMENTS ON FAKE NEWS AS PART OF THE DEMOCRAT PROJECT**

**FILE 2023/193**

**TENDER SUMMARY**

<b>A</b>	<p><b>A. OBJECT AND TYPE OF CONTRACT</b></p> <p><b>1. Description of the object and type of contract</b></p> <p>The object of this call for tender is the performance of fieldwork associated with the DEMOCRAT project, and specifically the procurement of a service to conduct a set of survey experiments on the topic of fake news ("Fake News and Overconfidence: an Experimental Approach in Four EU Member States").</p> <p>The service is to be provided in the following phases:</p> <ol style="list-style-type: none"> <li>1. Sample selection and survey design.</li> <li>2. Survey results.</li> <li>3. Delivery of survey results.</li> </ol> <p>The service includes conducting the survey, obtaining informed consent, and computerizing and validating the data.</p> <p>These surveys are an essential part of the studies described in the DEMOCRAT project. The project aims to test and analyse the effectiveness of educational practices and materials in the development of democratic competences and European identity. It will collect information on the factors influencing the impact of EfD on public participation through the analysis of European datasets, with a particular focus on the relationship between socio economic and educational inequalities and political and social participation.</p> <p>The present contract is defined as an administrative service contract, its subject falling under the definitions given in Article 17 of Law 9/2017, of 8 November, on public sector contracts (LCSP), which transposes into Spanish legislation the Directives of the European Parliament and the Council 2014/23/EU and 2014/24/EU, of 26 February 2014.</p> <p><b>2. Lots</b></p> <p>Due to the nature of the contract, the work will not be divided into lots, as the object of the contract is not suitable for division. The object of the contract requires that the contract be executed as a single unit for the purpose of effectively coordinating the different services that comprise it. None of the services encompassed by the contract have a substantive nature on their own that would allow them to be executed separately from the others.</p> <p><b>3. CPV classification:</b> 79320000-3 Public-opinion polling services.</p>
<b>B</b>	<p><b>B. FINANCIAL INFORMATION</b></p> <ol style="list-style-type: none"> <li><b>1. Determination of price:</b> Fixed sum.</li> <li><b>2. Estimated value of contract.</b></li> </ol> <p>The estimated value of this contract is 30,000.00 euros.</p>

### 3. Base tender budget

The maximum budget for this tender is 36,300.00 euros made up of a taxable amount of 30,000.00 plus 6,300.00 euros of VAT charged at 21%.

Market rates were considered in determining the cost of the service.

Base tender budget (exclusive of VAT)	VAT AT 21%	Base tender budget (inclusive of VAT)
€30,000.00	€6,300.00	€36,300.00

Expenditures are distributed as follows:

- 6,000.00 euros for 2023 (exclusive of VAT)
- 24,000.00 euros for 2024 (exclusive of VAT)

Bids must not exceed these amounts. Tenderers who submit bids in excess of the authorized maximum budget will thus be excluded from consideration.

Cost determination.

In accordance with the data provided by the 2020 Central Balance Sheet Data Office of the Bank of Spain for average companies, the weighting between direct and indirect costs and profit and its application in the contract budget is as follows:

Item	Central Balance Sheet
Direct costs	70.00%
Indirect costs	22.00%
Industrial profit	8.00%

### 4. Funding / project:

Public funds from the European Commission, specifically from the research project "Education for Responsible Democratic Citizenship" (DEMOCRAT), financed by the Horizon Europe programme under reference number 101095106, directed by Daniel Montolio, principal investigator of the DEMOCRAT project and full professor in the University of Barcelona's Department of Economics.

**5. Availability of credit:**

Cost authorization number 300131229, given on 16 November 2023.

**6. Multi-year tender**

The distribution of the University of Barcelona's budget by year, which is indicative and non-binding, is as follows:

Financial year	Taxable base	Amount VAT	VAT-inclusive amount
2023	€6,000.00	€1,260.00	€7,260.00
2024	€24,000.00	€5,040.00	€29,040.00
<b>TOTAL</b>	<b>€30,000.00</b>	<b>€6,300.00</b>	<b>€36,300.00</b>

**C. DURATION OF CONTRACT / EXECUTION OF CONTRACT**

**1. Initial duration of the contract:** The initial duration is expected to be four months and will begin the day after the contract is formalized.

**Calendar:**

- The soft launch of the downscaled survey will take place within 15 days following the initiation of service, scheduled for 1 November.
- Definitive fieldwork will resume once the DEMOCRAT research team has validated the soft launch data and defined any necessary modifications for the remainder of the survey.
- At seven days from the initiation of service, the data obtained until that time must be prepared and sent to the DEMOCRAT research team.
- Periodic results tracking information, described in section 2.2 of the list of technical prescriptions, will be delivered every seven days during the fieldwork period.
- Fieldwork will be completed at 90 days (three months) from initiation of service.
- The microdata in CSV and Excel format, as well as the tabulations and graphic summary of the results obtained globally and by individual country must be delivered at 105 days (three and a half months) from initiation of service.

**2. Extensions:** An extension of the delivery period may be possible for justifiable circumstances not attributable to the contracted party.

**D. ACCEPTANCE OF VARIANTS AND IMPROVEMENTS**

Variants are NOT accepted in this tender process.

The following improvements can be submitted:

- Inclusion of Ireland with a minimum of 800 valid responses in both panels, in addition to the minimum of 3,600 valid responses required for Spain, Germany and Poland.
- Inclusion of representative surveys in relation to employment activity and status (private sector employee, public sector employee, self-employed, unemployed, inactive) or other personal characteristics (with or without children or 1st or 2nd generation immigrant, among others).
- Sharing a copy of the code (software) so that the DEMOCRAT team can implement and, if necessary, modify the survey for possible future experiments within the same project.
- **Monetary remuneration (with an incentive system) of participants as an alternative to offering points issued by the company.**

E	<p><b>E. OPENING PROCEEDINGS AND AWARD OF CONTRACT, CONTRACTING AUTHORITY, RECEIVING UNIT AND CONTRACTOR PROFILE</b></p> <p>1. Administrative procedure: Ordinary.  2. Procedure: Simplified opening.  3. Contracting Authority: Manager of the University of Barcelona, by delegation of the contracting authority of 13 January 2021.  4. Beneficiaries: Faculty of Economics and Business. Department of Economics.  5. Buyer profile: <a href="https://contractaciopublica.cat/ca/perfils-contractant/detall/UB">https://contractaciopublica.cat/ca/perfils-contractant/detall/UB</a></p>
F	<p><b>F. SOLVENCY / BUSINESS CLASSIFICATION</b></p> <p><b>1.1. Economic and financial solvency</b>  In accordance with Article 11.5 of the RGLCAP in the revised text of Royal Decree 773/2015, of 28 August, amending this article among others, tenderers are not required to accredit economic and financial or technical or professional solvency as the estimated contract value is less than 35,000.00 euros.</p> <p><b>1.2. Official tender register</b>  Under the terms of Article 159.4 a) of the LCSP, tenderers submitting bids by means of the simplified procedure must be listed in the corresponding official tender register by the bid submission deadline, provided that this requirement does not impede the tender competition.</p> <p>In any case, the bidder's proposal will be considered admissible if the tenderer can certify that an application for listing in the corresponding register and all required documentation was submitted prior to the final bid submission deadline.</p> <p>Bidders will only be required to provide documentation to justify not being listed in the register if they are nominated as the winning bidder.</p> <p><b>2. Business classification</b>  Not required.</p> <p><b>3. Allocation of human and material resources</b>  Not required.</p>
<p><b>SUBMISSION OF DOCUMENTATION</b></p> <p>To submit the documentation required for this tender, the Digital Envelope tool on the Generalitat de Catalunya's Public Procurement Services Platform (PSCP) must be used along with the company's electronic signature.</p> <p>At 2:00 pm on the date of the submission deadline indicated in the contracting authority of the UB and/or the tender announcement.</p>	

## G. CONTENT OF ENVELOPES

### 1. Content of envelope A

The following documentation must be submitted in relation to the bidder's legal capacity and solvency:

- a. European Single Procurement Document (ESPD).
- b. General information form and statement of compliance (Appendix 1).
- c. Technical proposal template (subjective criteria) (Appendix 2).

The report must contain a detailed technical description of the tendered service.

The report must contain:

- Project methodology.
- Previous academic project experience of the team assigned to the execution of the contract.

The report must be drafted using the font Arial with a 12-point font size and must not in any circumstances exceed 10 sheets of A4 paper. Only the first 10 pages of the report will be evaluated, excluding the table of contents.

**Envelope A must only contain the administrative documentation required by all bidding companies (art. 140 and 141 of the LCSP). Therefore, companies that include documentation in envelope A that should be included in envelope B will be excluded for violating the condition of mandatory confidentiality for all proposals (art. 139.2 of the LCSP).**

### 2. Content of envelope B

The tenderer must submit the tender documentation related to the award criteria evaluated by means of formulas (objective criteria) in accordance with the model included in Appendix 3 of this list of specific administrative clauses.

- Financial proposal and improvements (Appendix 3).

G



H	<b>H. CONTRACT AWARD COMMITTEE</b>		
		<b>MEMBER</b>	<b>SUBSTITUTE</b>
	Chair	Ignasi Sánchez Administrator of the Office of International Research Projects (OPIR)	Montserrat López Martos Head of the Research Management office
	Members	Guillem Riambau Junior lecturer in the Department of Economics	Judit Vall Senior lecturer in the Department of Economics
		Ana Gimenez Puig Administrator of the Financial Management Department at the Bosch i Gimpera Foundation	Dolors Vega Quesada Public procurement officer at the Bosch i Gimpera Foundation
		Mireia Cunill Abanco Lawyer, Legal Services	Anna Alsina Faulo Legal Services representative
		Maurici Romero Mulero UB Interventor	Lluís Bofarull Buñuel Intervention representative
	Secretaries	Fàtima Pujol Fernández Head of the Unit for Administrative Procurement	Teresa Cirera Fortea Unit for Administrative Procurement
I	<b>I. AWARD CRITERIA</b>		
	<b>1.1 Criteria evaluated by means of subjective appraisal</b>		<b>Up to 20 points</b>
	<p><b><u>TECHNICAL PROPOSAL</u></b></p> <p>As described in section G.1 of this tender summary, this report must include a detailed technical offer for the service.</p> <p>The report sections will be evaluated as follows:</p>		
	<p><u>Previous academic project experience of the team assigned to the execution of the contract:</u></p> <ul style="list-style-type: none"> <li>— Surveys for academic research projects with universities of recognized international standing (up to 3 points).</li> <li>— Survey experiments and/or conjoint experiments with universities of recognized international standing (up to 5 points).</li> <li>— Experience with academic projects published in top-ranking journals (Quartile 1 and 2 according to the rankings used by the UB or AQU) will be evaluated particularly positively (up to 5 points).</li> <li>— Experience conducting online surveys representative of more than 1,000 individuals in any of the three countries where the project will be carried out (up to 2 points).</li> </ul>		<b>Up to 15 points</b>



Experience is a critical requirement for the effective execution of the contract.		
<p><u>Methodology to be followed for the project; detailed information on the following aspects will be provided:</u></p> <ul style="list-style-type: none"> <li>— The availability of instruments to ensure the representativeness of the sample and how they will be applied will be evaluated (up to 1 point).</li> <li>— The inclusion of mechanisms in the proposal to guarantee the quality of the data (for example, plausibility checks) will be evaluated (up to 1 point).</li> <li>— The technical details that guarantee the implementation, maintenance and correct operation of the applications and IT tools necessary for the performance of the service covered by the contract, as well as the way in which it will be implemented and used during the provision of service, will be evaluated. Specifically, mention must be made of how the online survey system will be implemented (up to 2 points).</li> <li>— A detailed explanation of the sample determination method and the tools that will be used to guarantee a quality panel survey will be evaluated (up to 1 point).</li> </ul>		Up to 5 points
<p><b>Bids that do not achieve a score of at least 15 points in the subjective appraisal process cannot be considered technically acceptable.</b> Bidders who do not obtain at least 15 points out of a possible 20 as indicated will be excluded from the bidding at that time and envelope B will not be opened.</p>		
<b>OBJECTIVE CRITERIA Evaluated by means of the application of formulas</b>		Up to 80 points
<p><b>a) Economic proposal:</b></p> <p>The highest score (P) will be given to the lowest bid (Om).</p> <p>The remaining bids will be scored based on the following formula:</p> $P_v = \left[ 1 - \left( \frac{O_v - O_m}{IL} \right) \times \left( \frac{1}{VP} \right) \right] \times P$ <div style="border: 1px solid green; padding: 5px; margin: 10px 0;"> <p><math>P_v</math> = Puntuació de l'oferta a Valorar  <math>P</math> = Punts criteri econòmic  <math>O_m</math> = Oferta Millor  <math>O_v</math> = Oferta a Valorar  <math>IL</math> = Import de Licitació  <math>VP</math> = Valor de ponderació</p> </div> <p>The weighting value is associated with the specific weight of the price criterion in the tender. This weighting value is calculated by adding 1.5 of the specific weight</p>		Up to 50 points

	<p>of the price criteria to the ordinary weighting value. In this case, cost will account for 50% of the total score.</p>	
	<p><b>b) Improvements</b></p> <p>Improvements will be scored as follows:</p> <ul style="list-style-type: none"> <li>- If the company includes Ireland with a minimum of 800 valid responses in both panels, in addition to the minimum 3,600 valid responses required by Spain, Germany and Poland, <b>8 points</b> will be awarded.</li> <li>- If the company includes surveys that are representative in relation to employment activity and status (private sector employee, public sector employee, self-employed, unemployed, inactive) or other personal characteristics (with or without children, 1st or 2nd generation immigrants, among others), <b>4 points</b> will be awarded.</li> <li>- If the company offers the possibility of sharing a copy of the code (software) so that the DEMOCRAT team can implement and, if necessary, modify the survey for possible future experiments within the same project, <b>8 points</b> will be awarded.</li> <li>- If the company offers the possibility of monetary remuneration (as an incentive system) to the participants as an alternative to points issued by the company, <b>10 points</b> will be awarded.</li> </ul>	<p><b>Up to 30 points</b></p>
	<p><b>2. Abnormally low offers</b></p> <p>Bids below the bidding budget by 20% or more may be deemed abnormal or disproportionate.</p> <p>These bids may be considered abnormally low if, given an interview, the contractor cannot satisfactorily describe how the contract can be correctly executed at the price offered. If, however, the explanation given is deemed reasonable, the contractor may continue with the bidding process but must provide an additional guarantee of up to 5% of the total value of the contract, in accordance with Article 107.2 of the LCSP.</p>	
	<p><b>3. Tiebreaker criteria</b></p> <p>In application of the provisions of art. 147 of the LCSP, preference will be given to the proposals of the companies that meet the following criteria, in order, at the time of certifying their technical solvency:</p> <ul style="list-style-type: none"> <li>- At least 2% of the members of their staff are disabled.</li> <li>- They have a higher percentage of permanent workers with disabilities on their staff.</li> <li>- They are specifically dedicated to the inclusion of people in situations of labour exclusion.</li> <li>- They have measures in place to promote effective equality between women and men in the labour market.</li> </ul>	
<b>J</b>	<p><b>Guarantees</b></p> <p><b>1. Provisional guarantee:</b> In accordance with Article 106 of the LCSP, no provisional guarantee is required.</p> <p><b>2. Definitive guarantee:</b> Yes, equivalent to 5% of the price of the award.</p> <p>Any modifications to the contract resulting in an increase or decrease in price will also result in an increase or decrease in the amount of the deposited guarantee.</p>	



	<p><b>3. Reduction in price:</b> For this tender guarantees <b>may not be constituted</b> via a reduction in price.</p>
<b>K</b>	<p><b>K. SPECIAL CONDITIONS OF EXECUTION / SPECIAL OBLIGATIONS OF THE CONTRACTOR</b></p> <p>A specific condition of this procurement is the <u>confidentiality of the data</u> collected by means of the surveys as well as the ethical factors inherent in the rights and obligations of EU citizens.</p> <p>The contractor must maintain the confidentiality of the information compiled in this study.</p> <p>All information collected during the study must be protected in accordance with the established data storage procedure and Spanish and international guidelines must be followed.</p> <p>The informed consent form to be presented to all participants is adapted to established data protection regulations in accordance with the indications of the data protection delegate of the University of Barcelona.</p> <p>Everyone involved in conducting surveys and managing data must sign a contract for the processing of personal data in accordance with Article 28 of the General Data Protection Regulation (GDPR).</p> <p>The purpose of the processing of personal data undertaken by the contractor will be to conduct fieldwork associated with the DEMOCRAT research project. Specifically, data will be processed in order to conduct a set of survey experiments on fake news ("Fake News and Overconfidence: an Experimental Approach in Four EU Member States"), which will be performed in the following phases: sample selection and survey design; administration of surveys and delivery of survey results. The personal data to which it will have access for performance of this contract will only be processed for this purpose, both by the contractor and by any possible subcontractors.</p> <p>The tenderers must indicate in Appendix 1, on their statement, whether they intend to subcontract the servers or associated services and the business name or profile, defined through reference to the conditions of professional or technical solvency, of the subcontractors to which they will be outsourced.</p> <p>Before formalizing the contract, the successful tenderer must submit a statement indicating where the servers will be located and from where the associated services will be provided. The contractor must communicate any change that might occur, over the term of the contract, to the information provided in this statement.</p> <p>The contractor undertakes to submit in any case to all the provisions established in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 27 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Organic Law 3/2018, of 5 December, on Protection of Personal Data and guarantee of digital rights and its implementation regulations, as well as the national and European Union rules that may replace them.</p> <p>The contractor, when acting as a data processor on behalf of the University of Barcelona, must comply with all the provisions of the data processor agreement included as Appendix 4 of this PCAP.</p> <p>The contractor, when it must process personal data in a third country outside the European Economic Area or that is not subject to an adequacy decision issued by the European Commission in accordance with Article 45 of Regulation (EU) 2016/679 of the European Parliament and of the Council, undertakes to formalize with the University of Barcelona contractual clauses of the type approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021, before initiating the processing of personal data and, notwithstanding, during the first ten (10) working days starting from the day after the contract is signed.</p> <p>This obligation is additional to those included in Clause 28 of these specifications.</p>

## L. PENALTIES

In accordance with Article 192 of Law 9/2017, on Public Sector Procurement, in case of non-performance of the contract, the contracting authority may choose to terminate the contract or to impose penalties, which will be proportional to the severity of the breach. The scale shall be:

### Very serious breaches:

- Persistent failure to comply with the parameters agreed upon in the technical specifications despite the UB's repeated notification to the contractor of the circumstances of non-compliance and requests that the contract be executed in accordance with the terms established in the specifications.
- Use of work systems other than those provided for in the specifications and in the contractor's bids, when doing so results in very serious prejudice to the performance of the contract.
- Misrepresentation of services rendered by the contractor on the collection document.
- Failure to provide the service that is the subject of the contract in the conditions and for the prices applicable during the term of the contract.
- Failure to meet any of the delivery deadlines by over 20 days for causes attributable to the contractor.
- Repeated commission of serious breaches.
- Failure to meet the deadlines for the initiation of service established in this list of specific administrative clauses.
- Failure to provide the improvements undertaken by the contractor upon submission of the bid.

Penalty for the commission of a very serious breach: discounts on the contract price up to **10%** of the awarded amount.

### Major breaches:

- Resistance to requests made by the contract authority, or non-observance thereof, when this does not result in a very serious breach.
- Use of work systems, elements, materials, machinery or personnel other than those provided for in the project, in the specifications and in the contractor's bids, when doing so does not result in very serious harm.
- Failure to comply with any of the improvements accepted by the contractor, if any.
- Non-observance of formal requirements established in these specifications and in the provisions applicable to the contract's performance.
- Failure to meet any deadline by more than 15 days for reasons attributable to the contractor.
- Repeated commission of minor breaches.

Penalty for the commission of a serious breach: discounts on the contract price up to **5%** of the awarded amount.

### Minor breaches:

- Failure to meet any deadline by more than 10 days for reasons attributable to the contractor.

Penalty for the commission of a minor breach: discounts on the contract price up to **2%** of the awarded amount.

Penalties will be assessed upon completion of the service and before issuance of the compliance report.

## M. CONTRACT ADMINISTRATOR

M	<p>Francesc Xavier Luri, Director of the Institute of Cosmos Sciences of the University of Barcelona.</p> <p>The functions of the contract administrator are indicated in Clause 21 of this PCAP.</p>														
N	<p><b>N. PAYMENTS AND INVOICING</b></p> <p>The payment deadlines for the contract price are as follows:</p> <ul style="list-style-type: none"> <li>- 20% upon formalization of the contract.</li> <li>- 80% upon delivery of the final reports.</li> </ul> <p>The invoices will be issued to the University of Barcelona's International Research Projects Office.</p> <p>Once each invoice has been submitted and approved, the UB will pay it within 30 days, by means of the following payment method.</p> <p><b>2. 2. Required data for electronic bills</b></p> <p>Electronic invoices must be submitted in Facturae 3.2 or Facturae 3.2.1 format and signed electronically with a third-level recognized certificate. The format specifications can be found at <a href="http://www.facturae.es">www.facturae.es</a>.</p> <table border="1" data-bbox="354 1012 1385 1491"> <thead> <tr> <th colspan="2">Required details for electronic and non-electronic invoices</th></tr> </thead> <tbody> <tr> <td>Registered name</td><td>University of Barcelona</td></tr> <tr> <td>NIF</td><td>ESQ0818001J</td></tr> <tr> <td>Fiscal address</td><td>Gran Via de les Corts Catalanes, 585 08007 Barcelona</td></tr> <tr> <td>DIR3 Codes</td><td>Accounting office: U00400225 Cost centre: U00400001 Processing unit: U00400001</td></tr> <tr> <td>Cost centre</td><td></td></tr> <tr> <td>Contract number 2023/193</td><td>Both the contract number, 2023/193, and the billing period <i>must in indicated on invoice line 3.1.6.1.5 ReceiverContractReference in versions 3.2, 3.2.1 or 3.2.2 of Facturae.</i></td></tr> </tbody> </table> <p>Electronic invoices must be sent to the UB's electronic invoice mailbox: <a href="https://efact.eacat.cat/bustia/?emisorId=215">https://efact.eacat.cat/bustia/?emisorId=215</a></p>	Required details for electronic and non-electronic invoices		Registered name	University of Barcelona	NIF	ESQ0818001J	Fiscal address	Gran Via de les Corts Catalanes, 585 08007 Barcelona	DIR3 Codes	Accounting office: U00400225 Cost centre: U00400001 Processing unit: U00400001	Cost centre		Contract number 2023/193	Both the contract number, 2023/193, and the billing period <i>must in indicated on invoice line 3.1.6.1.5 ReceiverContractReference in versions 3.2, 3.2.1 or 3.2.2 of Facturae.</i>
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O	<p><b>Modifications</b></p> <p>Modifications will not be accepted.</p>														
P	<p><b>Subcontracting</b></p> <p>As per Article 215 of the LCSP.</p>														
Q	<p><b>Price adjustment</b></p> <p>The contract price cannot be revised or updated above the price index.</p>														
R	<p><b>Period of guarantee and return of definitive guarantee</b></p> <p>The guarantee will be returned within a period of two months after the finalization of the contract.</p>														

## **LIST OF SPECIFIC ADMINISTRATIVE CLAUSES GOVERNING THE PROCUREMENT OF THE SERVICE TO CONDUCT A SET OF SURVEY EXPERIMENTS ON FAKE NEWS AS PART OF THE DEMOCRAT PROJECT**

**FILE 2023/193**

### **I. GENERAL PROVISIONS**

#### **1. Subject of contract**

1. The object and type of contract is described in section A of the tender summary and in this list of specific administrative clauses and technical prescriptions.
2. The contract may be divided into lots if so indicated in Section A of the tender summary.
3. This contract falls under the Common Procurement Vocabulary (CPV) code specified in Section A of the tender summary.

#### **2. Administrative requirements and suitability of contract**

The administrative requirements are those appearing in the contract initiation proposal/validation report in the tender file and in the technical specifications.

#### **3. Economic details and availability of credit**

1. The system for determining the contract price is indicated in Section B of the tender summary.
2. The estimated value of this contract, which is calculated in accordance with Article 101 of the LCSP, is specified in Section B of the tender summary.

This estimated value has been considered in selecting the tender procedure applicable to the contract and the provisions regarding its publication. The estimated value includes the possible extension or modification of the contract as well as any other option that may arise.

3. The maximum tender budget is specified in Section B of the tender summary. This is the maximum price that can be offered by bidding companies.
4. The financing of this contract is indicated in Section B of the tender summary.
5. Sufficient credit is available for this procurement procedure, as specified in Section B of the tender summary.

If the tender is divided into several annual payments, the conditions applicable to these payments are specified in Section B of the tender summary.

6. The contract price is the price established at the time the contract is awarded and must be stated exclusive of VAT at the applicable rate.
7. The contract price includes all costs required for the correct execution of the contract, all taxes, transport and maintenance costs generated by the goods forming the subject of the contract until its completion, waste removal, machinery costs, cleaning, third-party damages, the application legal requirements concerning occupational health and safety, and quality control.

#### **4. Duration of contract / period of execution**

1. The maximum delivery periods are indicated in Section C of the tender summary.
2. The duration of the contract and period of execution of the service is established in Section C of the tender summary. The total period and sub-periods are those established in the approved draft of the work schedule, if applicable. All periods are calculated from the day stipulated in the tender summary.
3. The contract can be extended under the conditions stipulated in the tender summary.

## 5. Legal framework

The current contract has an administrative nature, in accordance with what is provided in article 25 of Law 9/2017, of November 8, on Public Sector Contracts, by which the Directives are transposed into the Spanish legal system of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of February 26, 2014. The parties are expressly subject to what is established in this document and in the corresponding document of technical prescriptions.

The specific technical prescriptions and the set of specific administrative clauses have a contractual nature, so they must be signed, as proof of conformity by the awarding body, in the same act of formalization of the contract.

Thus, the preparation, award, effects, modification and termination of this contract are subject to:

- a) This list of specific administrative clauses.
- b) The technical specifications governing the procurement procedure and any additional technical documentation attached.
- c) The contract to be signed with the contractor, which must include any improvements proposed by the contractor and accepted by the UB and any modifications to the contract that have been agreed between the parties;
- d) Law 9/2017, of 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (LCSP), and the implement this Law, as well as any specific regulations on public procurement laid down by the Government of Catalonia.
- e) Royal Decree 1098/2001, of 12 October, which approves the General Regulations on the Public Sector Contract Act, in all aspects that do not contradict the LCSP or the regulations that implement this Law (RGLCAP).
- f) Royal Decree 817/2009, of 8 May, which partially implements Law 30/2007, of 30 October, of the Public Sector Contract Act, in all aspects that do not contradict the LCSP or the regulations that implement this Law.
- g) Royal Decree-Law 14/2019, of 31 October, adopting urgent measures for reasons of public security in the areas of digital administration, public sector procurement and telecommunications.
- h) Organic Law 3/2018, of 5 December, on protection of personal data and guarantee of digital rights.
- i) The University of Barcelona Statute and the budget execution regulations of the University of Barcelona.
- j) All general regulations governing occupational health and safety, environmental impact and industrial and intellectual property, and any other specific provisions applicable in the context of the contract.
- k) Additionally, all other applicable regulations in administrative law, in particular Law 39/2015 of 1 October, on common administrative procedures for public administrations, and Law 40/2015, of 1 October, on the legal framework of the Spanish public sector, or, where such legislation does not apply, the applicable regulations in private law.

In addition, all anti-fraud and anti-corruption measures approved by the University of Barcelona - including



those related to conflicts of interest - must be applied to this contract; as well as Spanish and European Union legislation on the protection of data.

2. If discrepancies are found between the information contained in this list of specific administrative clauses any other contractual document supplied, prevalence will be given to the provisions made in this document.

3. Ignorance of the terms set out in the contract, in this list of administrative clauses, or in any other binding documentation supplied does not exempt either party from their obligation to meet the terms.

## **6. Variants**

If improvements and/or variants are accepted in this tender, these shall be indicated in Section D of the tender summary.

## **7. Administrative procedure and award of contract.**

1. The procurement proceedings will be processed via the procedure indicated in Section E of the tender summary.

2. The contracting authority in this procurement procedure is stated in Section E of the tender summary.

3. The goods described in this contractual agreement will be supplied to the unit or service specified in Section E of the tender summary.

4. All information and notices relating to this contract will be published in the corporate area of the University of Barcelona website, indicated in Section E of the tender summary.

Tenderers can request additional information about the administrative clauses and other legal or technical documents. The request for information must be submitted and responded to within the period indicated in the tender notice in the UB's buyer profile.

## **8. Electronic media**

In accordance with the fifteenth additional provision of the LCSP, the processing of this tender entails the issue of notifications and communications by exclusively electronic means.

1. The communications and notifications made during the tender procedure and during the validity period 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.

2. For these purposes, notifications of the availability of notifications and communications will be sent to the email addresses that the companies have provided for this purpose in the ESPD.

Once the email or emails have been received notifying the designated recipient of the availability of the notification in e-NOTUM, the notification must be accessed by that person by means of the link sent to that effect. The notification can be accessed with a digital certificate or electronic signature on the virtual platform in which it is stored.

Deadlines calculated from the notification are counted from the date the notice of notification is sent, provided that the information being communicated was published on the same day in the contractor profile of the contracting authority. In contrast, deadlines will be calculated from the date the notification is received by the company to which it is addressed. However, the deadlines for notifications issued in the

context of the special appeal procedure of the Catalan Court of Public Sector Contracts will always be calculated from the date on which the notice of notification is sent.

3. In addition, in order to receive all of the information pertaining to this tender, interested companies and all bidding companies must register as parties interested in this tender through the news subscription service of the virtual tender platform of the contracting party.

With this subscription, interested parties will receive instant notification by email of any new developments, publications or information related to this tender.

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 noticeboard associated with the online tender portal for this tender in the PSCP.

Information relating to both the tender notice and the award are also posted on this electronic notice board, which provides a reliable record of the authenticity and integrity of the information appearing on it and the date and time it was published.

#### 4. Digital certificates:

The first additional provision of Decree-Law 3/2016 provides for the use of advanced electronic signatures based on a qualified or recognized certificate under the terms of Regulation (EU) 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation) and repealing Directive 1999/93/EC.

Therefore, this is the minimum security level required for the electronic signature certificate accepted for signing the ESPD and the offer.

For interested parties from other EU countries, qualified certificates from any European Union country will be accepted in accordance with Article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust services, which provides that a qualified electronic signature based on a qualified certificate issued in one Member State shall be recognized as a qualified electronic signature in all other Member States.

### 9. Eligibility to tender

1. Tenders may be put forward by physical and legal individuals, from Spain or abroad, who possess full legal personality and legal capacity, in accordance with the terms of Article 54 of the LCSP. In addition, tenderers must be able to demonstrate that they are not barred from entering into contractual agreements under the terms stated in Article 71 of the LCSP, which can be verified by any of the means established in Article 85 of the LCSP, and must accredit the solvency required under the terms of this contract.

2. Companies must provide documentary evidence to the effect that their nature or activity is directly related to the subject of the contract, as established in their statutes or founding statements. In addition, legal entities must have sufficient staff and materials to carry out the contracted activities correctly.

3. The University of Barcelona may enter into contractual agreements with groups of contractors constituted specially for the purpose, without the need to register the group publicly until such time as the contract has been definitively awarded. These groups will hold joint responsibility in their dealings with the contracting authority and must appoint a spokesperson or single representative with sufficient legal capacity to exercise the rights and fulfil the obligations of the contractual agreement, which will not affect the right of the companies to act jointly in the case of the payment and receipt of large quantities.

In the case of temporary associations of companies presenting a joint tender, each company must be able to accredit its legal personality and capacity.



4. Tenders may not be submitted by companies that have participated in the preparation of the technical specifications or preliminary documentation of the contract, when this participation can be considered to restrict free competition or to constitute preferential treatment to that received by other tenderers.

5. In the case of tenders submitted by groups of companies, the contracting authority may take into account the solvency or business classification of each of the companies involved. In such cases, the tenderer must provide evidence that it has access to the resources of the companies in the group that will be involved in the execution of the contract.

6. Only the winning bidder is required to provide documentation accrediting its procurement capacity, without prejudice to other requirements that may be imposed by the contracting authority during the tender procedure for the purposes of such accreditation.

**6.1. Legal capacity and legal personality:**

- a) Physical individuals from Spain and other countries participating in the bid for tenders must accredit their legal capacity by providing a certified photocopy of their passport or national identity document.

Spanish companies defined as legal individuals must accredit their legal capacity through the corresponding article of incorporation or associated amendment held by the Trade Registry, when required by trade legislation. If this documentation is not required by the Trade Registry, accreditation will be provided through the certificate of incorporation, company statutes or founding charter, which must state the regulations governing the activity of the company and be held by the corresponding official registry, if applicable. Legal individuals must provide documentary evidence, through the company statutes or equivalent document, that their corporate purpose encompasses all of the activities which form the subject of the contract. The NIF or tax id. of the company must also be provided.

Foreign companies registered in European Union member states or states signatory to the Agreement on the European Economic Area must provide documentation accrediting their inclusion in the relevant professional or trade registries, or the certifications listed in Appendix 1, Section 1 of the RGLCAP.

Foreign contractors from states outside the European Union or states not signatory to the Agreement on the European Economic Area must provide a report issued by their national embassy or consular office in Spain accrediting their inclusion in the relevant professional or trade registries in their country of origin or proof of regular professional activity in the area constituting the subject of the contract. Alternatively, these contractors may provide a statement of reciprocity accrediting that the country of origin permits the participation of Spanish companies in its own public procurement procedures. A report issued by the corresponding national embassy in Spain or the Ministry of Foreign Trade, accrediting that the country of origin is signatory to the Government Procurement Agreement (GPA) of the World Trade Organization (WTO), must also be provided.

- b) Copy of company's tax identity number (CIF).
- c) Proof that tenderers are not barred from entering into a contract may be provided either through legal testimony or administrative certificate, as applicable. When the above document cannot be issued by the relevant authority, it can be replaced by a statement of compliance made before an administrative authority, public notary or qualified professional body.

**6.2 Accreditation of the representation and legal personality of signatories to tenders:**

Individuals acting in representation of another party or signing a tender on their behalf must





provide evidence of sufficient legal capacity to do so (certified photocopy of the certificate confirming the incorporation of the company into the corresponding trade register) and provide a certified photocopy of their passport or national identity document.

## 7. Official Tender Register and Classified Companies

In order to participate in a tender processed by means of an abbreviated simplified open procedure, bidders must be listed in any official tender register or must have submitted an application for registry by the date before the bid submission deadline.

## 10. Solvency of tenderers

1. To be eligible to submit offers, tenderers must meet the criteria on economic, financial and technical solvency set out in Section F of the tender summary.

Only the proposed contract winner has to submit documents offering proof of the solvency required for participation in the tender.

2. Solvency will be proven in accordance with the documentation and means indicated in section F of the tender summary.

According to Article 86.1 of the LCSP, if the contract is not subject to harmonized regulation, the contracting authority can justify other means of proof of solvency other than those established in the LCSP.

3. The EU certificates of employers authorized to tender referred to in Article 97 of the LCSP constitute a presumption of eligibility in relation to the qualitative selection requirements that appear in them.

Likewise, non-EU foreign companies must justify their solvency through a report that the State of origin of the foreign company in turn admits the participation of Spanish companies in contracting with public sector bodies similar to those listed in Article 3 of the LCSP, in a substantially similar form. This report must be prepared by the corresponding Economic and Commercial Office of Spain in the corresponding country and must be attached to the documentation presented.

However, in accordance with Article 68 of the LCSP, in contracts subject to harmonized regulation, the report on reciprocity is dispensed with in relation to companies from states that are signatories to the Agreement on public procurement of World Trade Organization.

4. All the companies in a temporary joint venture (UTE) must accredit their solvency under the terms indicated in Section F of the tender summary. The solvency of a temporary joint venture (UTE) will be determined by combining the details given by each member.

5. To certify the solvency necessary to execute a specific contract, the business can use the solvency and means of other entities as a basis, regardless of the legal nature of the associations between them, provided that it can demonstrate that said solvency and means will be available to the tenderer over the entire duration of the contract and that the supporting entity is not barred from entering into contracts.

Under the same conditions, businesses that form temporary joint venture as referred to in Article 69 of the LCSP may use external resources.

Therefore, contractors can certify the specific requirements for financial, technical or professional solvency provided for in Section F of the tender summary based on the solvency and means of other entities.

6. Pursuant to Article 75.1 LCSP on the criteria for required professional experience, companies may only use the capacities of other entities if they will perform the services for which those capacities are necessary.

7. For positioning or installation services or tasks in the context of a supply contract, in application of the provisions of Article 75.4 LCSP, certain specialized parts or tasks may have to be performed directly by the tenderer itself or, for bids submitted by a consortium, by a member of the consortium, provided that this condition has been stipulated in Section M of the tender summary on special conditions of execution.

**7.1. Specification of solvency:**

In supply contracts that include placement and installation work, legal entities may be required to specify the names and professional qualifications of the personnel responsible for performing the service, in accordance with Article 76.1 of the LCSP.

In addition, by virtue of Section 2 of Article 76 of the LCSP, contracting authorities may require tenderers to, in addition to proving their solvency, undertake to devote or attribute to the execution of the contract the means personnel or materials sufficient for this. These commitments have the character of essential contractual obligations, for the purposes provided for in Article 211 of the LCSP, or penalties may be established, in accordance with what is indicated in Article 192.2 of the LCSP, in the event that they are breached by the successful tenderer.

8. Companies required to appear in an official register do not have to submit the documents and data already registered therewith and their statement will suffice, in accordance with Appendix 1 of the PCAP. However, they must submit any information that is not included in that register or that is no longer valid or up to date.

## **II PROVISIONS RELATED TO THE TENDER, AWARD AND THE FORMALIZATION OF THE CONTRACT**

### **11. Submission of documentation and proposals**

1. Tenderers must submit the documentation that comprise their bids in the number of envelopes indicated in Section G of the tender summary before the deadline established in the tender announcement using the digital envelope tool.

1.1. Tendering companies can submit bids in the lots that the object of the contract is divided into if so specified in Section A of the tender summary.

1.2. The deadline for the submission of bids is at XX:00:00 o'clock on the day established in the tender announcement. Bids received after XX:00:00 o'clock on that day will be considered late.

2. The tender announcement published in the contractor profile tab of the University of Barcelona's virtual tender area hosted on the platform <https://contractaciopublica.gencat.cat/perfil/ub> provides access to an area called "Submit Offer via Digital Envelope". Once tenderers register to use the tool, they will receive a bid activation email at the address provided in the registration form.

3. Helpful information like how to prepare a bid using a digital envelope tool in the section called Electronic Tendering on the Public Services Procurement Platform at the following link:  
[https://contractaciopublica.gencat.cat/ecofin\\_sobre/AppJava/views/ajuda/empreses/index.xhtml](https://contractaciopublica.gencat.cat/ecofin_sobre/AppJava/views/ajuda/empreses/index.xhtml)

4. The email addresses that the companies indicate in the registration form of the Digital Envelope tool, that will be used to send emails related to the use of the Digital Envelope, must be the same as those designated in their ESPD to receive notices of notifications and communications through the eNOTUM.

Tenderers should save the bid activation email, as the link contained therein is the only means they will have to submit their bids through the Digital Envelope tool.

When tenderers access the bid submission website through the link, they should have all the required documentation prepared in electronic format and ready to upload into the corresponding envelopes. Tenderers may prepare and submit this documentation in stages before submitting their offers.

5. Each tenderer may present no more than one proposal. Similarly, tenderers who have submitted a proposal individually may not form part of a joint proposal presented by a temporary joint venture, and each tenderer may only form part of a single temporary joint venture. Failure to comply with these conditions will result in the automatic exclusion from the procurement procedure of all proposals presented individually or jointly by the tenderer in question.

The submission of statements of compliance with participation requirements will be subject to corrections by the tenderer, at the request of the contracting authority, when the statement has not been submitted or has not been completed properly. In this case, the tenderer has a period of three working days from the day following receipt of the request for rectification via e-NOTUM.

If the issue is not remedied within the time allowed, the contracting authority will assume that the tenderer has withdrawn its offer.

6. Tenderers will not be able to withdraw their offers during the period of two (2) months from the opening of the submission period (Article 158.4 of the LCSP). This period will be extended by fifteen (15) working days when the procedures referred to in Article 149 of the LCSP on offers with anomalous or disproportionate values must be followed. Improper withdrawal of a proposal could lead to a ban on entering the contractual process, in accordance with the provisions in Article 71.2.a) of the LCSP, and confiscation of the provisional guarantee in accordance with Article 106 of the LCSP, if this was included as a requirement in the tender summary.

7. Offers must be free of viruses and any type of harmful program or code, as under no circumstances may documents affected by a virus be opened using the Generalitat de Catalunya's corporate tools. To this end, tenderers must screen all documents using anti-virus software and will be held responsible if a virus is detected in the documents of an offer that prevents the University of Barcelona from accessing their content.

If any document submitted by tenderers is damaged, blank or illegible or is affected by a computer virus, the contracting authority will assess, depending on the documentation concerned, the legal consequences with regard to the participation of this company in the tender procedure derived from the impossibility of accessing the contents of any of the documents that make up the offer. If any of the affected documents are essential to understanding or evaluating the offer, the contracting authority may agree to exclude the company.

Tendering companies may submit a backup copy of the electronic documents submitted on a physical electronic medium, which will be requested from the tendering companies if needed to be able to access the content of the documents in the event that they are damaged. In this regard, it is important to remember that these files may not be manipulated as doing so may affect the electronic fingerprint, which is what is checked to ensure that the backup documents on the electronic physical medium match the original documents submitted with the offer via the Digital Envelope. It should also be noted that the copy cannot be used if documents with viruses have been sent via the Digital Envelope tool, given the technical impossibility in these cases of being able to make the comparison of the electronic fingerprints and, therefore, of being able to guarantee that the offers have not been modified after the deadline for submission.

8. In accordance with Article 23 of the RGLCAP, foreign bidding companies must submit official translations of all documentation into Catalan and/or Spanish.

9. Persons interested in the tender procedure may request additional information from the contracting authority on the tenders and other complementary documentation; the University of Barcelona must respond within the deadlines established in the tender announcement.

Persons interested in the tender procedure may also contact the contracting authority to request clarification on the content of the specifications or other documentation, through the questions and answers section of the notice board in the online tender portal. These questions and answers will be public and accessible through the aforementioned noticeboard, located in the buyer profile.

10. The University of Barcelona is not the owner and is not authorized to manage the PSCP, a computer tool that belongs to the Generalitat de Catalunya. Therefore, the University is not responsible for resolving technical issues that may arise when tenderers are submitting their offers.

However, technical enquiries from tenderers about the PSCP must be channelled through the University of Barcelona, which will convey them to the relevant technical services of the Generalitat de Catalunya.

11. Proposals are secret and their submission implies the tenderer's unconditional acceptance of the contents of these specifications, of the technical specifications, as well as the authorization to the committee and the contracting authority to consult the data contained in the official register or in the official lists of economic operators of a Member State of the European Union.

### **Confidentiality**

The documents and data submitted as a technical offer may be considered confidential if they include industrial, technical or commercial secrets and/or intellectual property rights and their dissemination to third parties may be contrary to their legitimate commercial interests, harm fair competition between companies in the sector; or when its treatment may be contrary to the provisions of the regulations on the protection of personal data.

The confidential nature also affects any other information that may be used to distort competition, whether in this tender procedure or in subsequent procedures. The tenderer's financial offer and the data included in the ESPD will not be deemed confidential.

As mentioned above, in this case, it should be noted that it is impossible for companies to declare confidentiality in the configuration of the envelopes through the digital tool.

The tenderer's declaration of confidentiality must be necessary and proportionate to the purpose or interest to be protected and must expressly and justifiably identify the documents or data supplied that are considered confidential. Generic or unsubstantiated statements of a confidential nature are not accepted.

In any case, it is up to the contracting body to assess whether the classification of certain documentation as confidential is appropriate and, consequently, to decide on the possibility of access or viewing of said documentation, after hearing the company or companies affected bidders.

### **Content of envelopes**

1. The tenderer must submit the documents that are requested as stated in Section G of the tender summary

#### **OPTION 1. ENVELOPE A - General documentation and ENVELOPE B - Criteria evaluated by means of formulas (objective criteria)**

ENVELOPE A:

- a. European Single Procurement Document (ESPD).
- b. General information form and statement of compliance (Appendix 1).

ENVELOPE B:

- a. Economic offer template and other objective criteria (Appendix 2).

**OPTION 2. ENVELOPE A - General documentation and subjective criteria and ENVELOPE B - Criteria evaluated by means of formulas (objective criteria)**

ENVELOPE A:

- 1. European Single Procurement Document (ESPD).
- 2. General information form and statement of compliance (Appendix 1).
- 3. Technical proposal template (subjective criteria) (Appendix 2)

ENVELOPE B:

- a. Economic offer template and other objective criteria (Appendix 3).

a. European Single Procurement Document (ESPD)

Tenderers must submit a completed ESPD, available as an appendix or online at <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=es>.

The ESPD must be electronically signed and submitted by the person or people who have the legal capacity to represent the company in the submission of the proposal.

Companies that compete for the tender with an agreement to form a joint venture (UTE) if they are awarded the contract must each prove their legal personality, capacity and solvency, and present a separate ESPD. In addition to the ESPD, these companies must submit a document which states their commitment to formally establish a temporary joint venture if they are awarded the contract based on the template in Annex 1. The above document must be signed by the representative of each of the companies in the association, and the names and circumstances of the companies in this association must be indicated, as well as their participation in the execution of the contract. In addition, the document shall state the name of the person or entity who will fully represent all companies before the University during the validity of the contract.

In the event that the bidding company resorts to the solvency and means of other companies in accordance with the provisions of Article 75 of the LCSP, or intends to sign subcontracts, it must indicate this circumstance in the ESPD and another separate ESPD must be submitted for each of the companies whose solvency is accredited or that it intends to subcontract.

In accordance with article 71.1(d) of the LCSP, companies must prove compliance with the disability employment quota and the obligation to have an equality plan when submitting the ESPD.

In addition, the contracting authority or contract award committee may ask tenderers to submit all or part of the documentation verifying compliance with the prerequisites should any reasonable doubts arise concerning the validity or reliability of the ESPD or when it is necessary for the proper conduct of the procedure

In addition, the contracting authority or contract award committee may ask tenderers to submit all or part of the documentation verifying compliance with the prerequisites should any reasonable doubts arise concerning the validity or reliability of the ESPD or when it is necessary for the proper conduct of the procedure. However, tendering companies which are included in an official register or which are listed in

an open-access national database of a European Union member state are not obligated to submit the supporting documents or other documentary evidence of the data entered in these registers.

b. Declaration of submission to Spanish courts and tribunals.

Foreign bidders must submit a written declaration outlining their acceptance that any disputes arising from the contractual agreement entered into shall be submitted to and resolved by the courts and tribunals of Spain, expressly waiving their own jurisdiction.

c. Any other documentation required in Section G of the tender summary.

**General considerations on the submission of bids**

1. Companies submitting tenders must provide all documentation in Catalan or Spanish. Companies from outside Spain will submit an official translation into Catalan or Spanish of all documents.

Although the submission of the aforementioned documentation is sufficient to participate in the tender process, the proposed winner of the contract must provide documentary evidence of compliance with the capacity requirements.

At any time in the procedure, the contracting authority may ask the tenderer for certificates or documents proving compliance, when this is necessary to ensure that the tender process is completed effectively.

The legal conditions for submitting a tender must be met before the end of the deadline for the submission of proposals and remain fulfilled at the moment of the contract is formalized, in accordance with Article 140.4 LCSP.

Tenderers could be excluded from the tender procedure if they make false declarations of a serious nature when they complete the statement of compliance, or when they provide information required to accredit compliance with requirements. False declarations may lead to the company being forbidden to enter into contractual agreements or lead to criminal responsibility.

2. Each tenderer may present no more than one proposal. Any breach of this condition will result in the automatic exclusion from the procurement procedure of all offers submitted individually or jointly by the tenderer in question.

3. Tenderers can request additional information about the administrative clauses and other legal or technical documents through the PCSP. The request for information must be submitted and responded to within the period indicated in the tender notice in the UB's buyer profile.

4. Offers are confidential. On submitting offers, tenderers undertake to observe the conditions set out in these administrative clauses and the statement of compliance with all contracting requirements.

5. Tenderers will not be able to withdraw its offers during the period of two months from the opening of the submission period (Article 158.4 of the LCSP). This period will be extended by fifteen (15) working days when the procedures referred to in Article 149 of the LCSP on offers with anomalous or disproportionate values must be followed. The undue withdrawal of a proposal may give rise to a prohibition to tender in accordance with the provisions of Article 71.2.a of the LCSP.

6. Tenderers could be excluded from the tender procedure if they make false declarations of a serious nature when they complete the ESPD or when they provide information required to accredit compliance with requirements. False declarations may lead to the company being forbidden to enter into contractual agreements or lead to criminal responsibility.

**12. Contract Award Committee**



1. The contract award committee provides technical assistance to the contracting body and is made up of the members detailed in Section H of the tender summary.

The contract award committee is the body responsible for evaluating the bids and assessing the administrative documentation and acts in accordance with the stipulations of Article 326 of the LCSP and the implementation provisions.

2. OPTION 1. ENVELOPE A - General documentation and ENVELOPE B - Criteria evaluated by means of formulae (objective criteria).

At the end of the bid submission period, the contract award committee will open Envelope A containing the general administrative documentation submitted by the tendering companies in a private session. The committee will assess the statement of compliance and other documentation contained in the envelopes and will determine the companies to be included in the tender process and those to be excluded, as well as, if applicable, the causes for exclusion.

The excluded tenderers will be made public by means of the contract award committee's session report posted in the University of Barcelona contractor profile.

3. OPTION 2. ENVELOPE A - General documentation and subjective criteria and ENVELOPE B - Criteria evaluated by means of formulas (objective criteria).

At the end of the submission period, the contract award committee will open Envelope A containing the general administrative documentation and the bid assessed by means of subjective criteria submitted by the tendering companies in a private session. The committee will assess the statement of compliance and other documentation contained in the envelopes and will determine the companies to be included in the tender process and those to be excluded, as well as, if applicable, the causes for exclusion.

The excluded tenderers will be made public by means of the contract award committee's session report posted in the University of Barcelona contractor profile.

The contract award committee will then send the documentation relating to tenderer s' bids evaluated by means of subjective criteria to the technical services of the contracting authority so that they can evaluate them within a period not exceeding seven calendar days.

After opening and reviewing the documentation contained in Envelope A, the committee will open Envelope B containing the part of the bid that can be evaluated by means of formulas in a public session on the day, place and time indicated in the tender announcement.

First, the proposals admitted, those rejected and, in this case, the reasons for rejection will be announced, and in the event that a bid evaluated by means of subjective criteria has been submitted (Option 2), the evaluation of that bid will be published.

Next, in the same session, Envelope B containing the part of the bid to be evaluated by means of formulas will be opened.

5. At the same session, after excluding, if applicable, the bids that do not comply with the requirements established in the tender specifications, the bids of the admitted companies will be evaluated and classified.

The committee may request or allow clarification or rectification of errors in offers as long as they are of a material or formal nature and are not substantial and do not hinder understanding the meaning of the offer. The clarification or correction of errors in tenders will be permitted only if doing so does not result in the

modification or specification of the tender, in order to ensure the principle of equal treatment among tenderers.

It may also request these reports if it deems them necessary to verify that the an offer complies with the established technical specifications. Proposals that do not meet the prescribed requirements will not be evaluated.

Requests for clarifications or corrections of errors will be made by electronic notification in e-NOTUM.

Tenderers will be excluded from the tender by means of a reasoned resolution under the following circumstances: their proposals are inconsistent with the documentation examined and accepted, their proposals exceed the base tender budget, they have substantially modified the proposal models established in these specifications, their proposals contain a manifest error in the amount of the proposal, or the tenderers acknowledge the existence of an error or inconsistency that makes their proposal unviable.

Economic proposals containing errors will result in the exclusion of the tendering company from the contracting procedure if the principle of equality may be affected due to errors that prevent the determination with certainty of the price actually offered by the company and, therefore, impede the evaluation of the offer.

6. The contract award committee will subsequently evaluate and classify the bids from the admitted companies and, once any clarifications or amendments have been requested, will propose that the contracting authority award the contract to the company with the highest score.

7. In the event that two or more tenderers achieve the same score, the committee will proceed as indicated in Section I of the tender summary.

8. It will verify in the official tender register that the company is duly constituted, that the signatory has the necessary authority to formulate the bid, that the company has economic, financial and technical solvency and, if applicable, the required company classification, and that the company is not subject to prohibition from entering into contracts.

9. In the event that the bid that obtains the highest score seems abnormally low, the contract award committee will require the tenderer to justify the bid submitted and to provide a reasoned and detailed breakdown of the low prices, costs, or any other parameter on the basis of which the bid has been found to be anomalous. To this end, the committee will require the company to provide any information and pertinent explanations it deems necessary to determine the viability of the bid. The company must submit the pertinent information and documents within a period not exceeding five working days from the date of notification.

The company will be notified of this requirement by electronic notification through e-NOTUM.

If the contract award committee does not receive the information and supporting documentation requested by the deadline, it will inform the contracting authority of the circumstances, the proposal will be considered incomplete, and the company will be excluded from the procedure.

If the contract award committee receives the information and supporting documentation requested by the deadline, it will evaluate it and submit the corresponding duly reasoned proposal for acceptance or rejection to the contracting authority, so that the latter may decide, after receiving technical advice from the corresponding service, to either accept the proposal if it is considered viable or to reject it.

The contract award committee's proposal for award does not grant any right in favour of the tendering company proposed as the successful tenderer, as the contracting authority may depart from it provided that it states its reasons for its decision to do so.



10. Lastly, an electronic notification will be sent to the company with the highest score requesting the definitive guarantee and any additional documentation required within seven working days.

11. All actions taken in accordance with the preceding paragraphs will be recorded in the corresponding session reports, which will reflect the result of the procedure and any incidents arising from it.

### **13. Provisional and definitive guarantee**

1. In general, in accordance with the provisions set out in Article 106 of the LCSP, no provisional guarantee is required. If such a guarantee is requested, it will be clearly indicated in Section J of the tender summary.

2. In accordance with the Article In accordance with the terms established in Article 107 of the LCSP, the bidder presenting the most attractive offer must provide a definitive guarantee equal to the amount indicated in Section J.2 of the tender summary within ten (10) working days, starting from the day after notification of this requirement is received. The definitive guarantee covers the considerations set out in Article 110 of the LCSP.

3. If the guarantee is not provided, the provisional award of the contract will be withdrawn. In this case, where possible, before issuing a new tender notice and subject to the approval of the new winning bidder, the University of Barcelona may award the contract to the best-placed tenderer according to the classification of offers. This does not preclude the adoption of the appropriate measures with regard to the tenderer that has not provided the definitive guarantee by the stated deadline, in accordance with Article 150.2 of the LCSP. In this case, the new winning bidder must provide a definitive guarantee within ten (10) working days.

4. If the contract is modified, causing its total value to change, the definitive guarantee must be adjusted accordingly to maintain the same ratio between the value of the guarantee and the new value of the contract. This adjustment must be made within a period of fifteen (15) working days of notification to the tenderer of the agreed amendment to the contract. For these purposes, changes in price due to an adjustment made in accordance with Article 109.3 and Chapter II, Title II of the First Book of the LCSP will not be considered.

5. If penalties are levied on the definitive guarantee, the contractor must replace or extend the guarantee by the corresponding amount within a period of fifteen working days from the day on which penalties are announced. Failure to do so will lead to termination of the contract.

Should the contractor not adjust or replace the corresponding guarantee in the aforementioned cases provided under Article 109 of the LCSP, the University of Barcelona may terminate the contract.

6. Guarantees may be provided in cash, in shares, via a guarantor or through a surety contract.

Guarantees may only be constituted in cash for amounts up to 2,499 euros, in accordance with the provisions set out in Article 7 of Act 7/2012, of 29 October, amending the tax and budget regulations and aligning financial regulations to intensify actions to prevent and fight against tax fraud.

If, in accordance with the provisions set out in Article 108.2 of the LCSP, the guarantee may be provided via a reduction in price, this will be expressly stated in Section J of the tender summary, which will also contain the specific conditions that apply.

7. All guarantees, irrespective of the form in which they are constituted, must be deposited with the University of Barcelona Treasury, which will issue a certificate confirming the deposit.

8. In the case of temporary groups of contractors, the guarantees may be provided by one or several of the participating companies, provided that the combined value reaches the required total and joint liability is held by all members of the temporary group.

9. The definitive guarantee will be returned to the contractor in accordance with the provisions of Section R of the tender summary.

#### **14. Decision not to award or sign the contract and withdrawal**

1. In accordance with the provisions of Article 152 of the LCSP, the decision not to award or conclude the contract or to withdraw from the procedure may be adopted by the contracting body before formalization.

2. The decision not to award or sign the contract and the abandonment of the award procedure will be published on the contractor profile.

3. The decision not to award or conclude the contract may only be adopted for reasons of public interest duly justified in the file. The withdrawal of the procedure must be based on a non-correctable violation of the contract preparation rules or of the rules governing the award procedure, with the concurrence of the cause having to be justified in the file.

#### **15. Award of contract**

1. The contracting body will award the contract within five (5) working days following the receipt of the documentation, under the terms established in Article 150.3 of the LCSP.

The tender will not be declared cancelled if there are any bids that are admissible under the criteria established in these specifications. If necessary, the tender cancellation declaration will be published in the contractor profile.

This award will have to be duly justified and will be notified to the company and, simultaneously, published in the buyer profile.

This notification must contain the necessary information to enable the excluded tenderer to make a sufficiently well-founded appeal against the award decision, and specifically, it must contain the information required by Article 151.2 of the LCSP.

In any case, the notification and the buyer profile will indicate the period in which it must be formalized in accordance with the provisions of Article 151.3 of the LCSP.

2. The decision to award the contract will be communicated to the tenderers by electronic notification through the e-NOTUM, and will be published on the buyer profile of the contracting body within fifteen (15) days, indicating the deadline for proceeding to formalization of the contract.

#### **16. Formalization and effectiveness of contract**

1. The contract is formalized via the corresponding public document, which will reflect the specific terms of the tender. This document is considered suitable for inclusion in any public register. The document must be signed by means of an advanced electronic signature based on a qualified or recognized electronic signature certificate.

The winning tenderer may request constitution of the contract as a public deed, in which case the tenderer will be liable for all costs.

After the contract has been awarded in their favour, companies that have agreed to form a temporary

joint venture must submit the public deed of constitution of the temporary association (UTE), including the appointment of the representative or the sole agent of the venture holding sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination.

Under no circumstances can clauses be included in the document formalizing the contract that represent an amendment to the terms of the award.

2. When the contract is subject to special recourse in the matter of procurement, the formalization of the contract will take place once the minimum term of ten (10) calendar days has passed since the notification of the award referred to in the previous clause is sent to the bidding companies.

The contracting authority will require the winning tenderer to formalize the contract within five (5) days from the day after notification of this requirement is received, once the period stipulated in the previous paragraph has elapsed without the receipt of a specific procurement appeal that entails the suspension of formalization of the contract or the lifting of any such suspension by the body competent in the resolution of any such appeal.

3. If the contract is not formalized for reasons directly attributable to the contractor, the University of Barcelona may terminate the contract and levy on the definitive guarantee the sum equivalent to the value of the provisional guarantee, even if such a guarantee has not been requested, without prejudice to the provisions established in Article 71.2.b) of the LCSP.

In this event, the contract will be awarded to the next tenderer in the order the offers were classified, provided that the necessary documentation is submitted.

4. If the contract is not formalized as a result of causes attributable to the University of Barcelona, the contractor will receive compensation for the damages and losses incurred.

5. The contract will take effect once it is formalized and may not be executed until it is formalized.

6. In accordance with the Article

7. The contractor or contractors and any subcontractors must present the declaration of absence of conflict of interest (DACI), using the template provided in Appendix 4b, which must be provided at the same time as the formalization of the contract or immediately after.

### **III. PROVISIONS PERTAINING TO EXECUTION OF THE CONTRACT**

#### **17. Special conditions of execution**

The special conditions of execution which the contractor company or companies and, if applicable, the subcontractor company or companies must meet are established in Section K of the tender summary, in addition to any other such conditions contained in any other clauses of these specifications.

#### **18. Execution of the contract**

The contract will be executed subject to the provisions made in the corresponding clauses and technical prescriptions in accordance with the instructions given to the company or companies in its interpretation by the contract administrator referred to in Clause 21 of this document.

#### **19. Compliance with the term of execution of the contract / deadlines and suitable execution of the contract**

1. The contractor remains obliged to comply with the total term of execution of the contract and the partial



terms established in Clause 4 of this specification and section C of the tender summary, as well as the fulfilment of the contract in the terms in which it is configured, and in particular, the special conditions of execution provided for in the clauses and prescriptions, in Section K of the tender summary, and in Clause 17 of this document.

2. The contractor is not entitled to compensation caused by loss, breakdowns or damage caused to the goods before delivery in the terms set out in Section C of the tender summary, unless the University defaults in receiving them.

3. If the contractor incurs a delay in meeting the partial or total deadlines, for reasons attributable to the contractor, the Administration may choose, given the circumstances of the case, to terminate the contract with loss of the guarantee or to impose penalties, in the form and conditions established in Articles 193 and 194 of the LCSP.

If the delay in meeting the deadlines was caused by reasons not attributable to the contractor and it offers to comply if the initial deadline for execution is extended, a period at least equal to the time lost will be granted, unless the contractor specifically states a shorter period.

The contractor shall be solely responsible for ensuring that there is no delay in the execution of the contract

4. In the event of defective performance of the contract or breach of the commitments assumed by the company or contracting companies or of the special conditions of execution established in Clause 17 of this document, an agreement may be reached to impose the penalties listed in Section L of the tender summary.

5. In the event of non-compliance with obligations or performance targets or non-compliance with the commitments assumed by the company.

6. If the University of Barcelona deems that penalties are to be imposed, the appropriate administrative file must be opened and a meeting must be held with the contractor. Penalties will be imposed by deducting the stipulated sum(s) from the total or partial payments made to the contractor. If the penalties cannot be deducted from the sum(s) payable to the contractor, they will be levied on the definitive guarantee provided by the contractor.

7. The total amount of the penalty will include compensation for loss or damage caused by delay on the contractor's part to which the University of Barcelona may be entitled, in accordance with Article 194 of the LCSP.

8. In case of non-compliance with the obligation of the contracting company to send a detailed list of subcontractors or suppliers and proof of payment compliance, provided for in Clause 24 of this document, penalties may be levied on the definitive guarantee.

## **20. Intellectual property**

The winning tenderer may not use the name, logo or any distinctive sign or material provided by the University of Barcelona, outside the circumstances and for the purpose of this contract, even after its term has ended.

The awarded company will exonerate the University of Barcelona from any type of responsibility towards third parties for claims of any kind arising from the materials, procedures or means used for the execution of the contract, from the holders of industrial and intellectual property rights. intellectual about them.

If necessary, the awarded company will be obliged, before the formalization of the contract, to obtain the precise licenses and authorizations that legitimize it for its execution.

In the event of actions directed against the University of Barcelona by third-party holders of rights over the means used by the awarded company for the execution of the contract, this will answer to the contracting body for the result of these actions, being obliged, in addition, to lend him his full assistance in the exercise of the actions that are the competence of the contracting body.

Any use by the contracting company of documentation, designs, images, collected information or data resulting from the performance of the object of the contract will require the prior written authorization of the University of Barcelona.

## **21. Contract administrator**

Regardless of the unit in charge of monitoring and the ordinary execution of the contract that is indicated in Section E of the tender summary, a contract administrator will be appointed, as indicated in Section M, who shall be responsible for the following functions:

- Supervising the technical side of the contract execution, ensuring that the work is carried out in accordance with the terms of the agreement and working with project management to provide the contractor with instructions and directions to guarantee the correct execution of the contractual agreement.
- Adopting the proposal on the imposition of penalties.
- Issuing a report determining whether the delay in execution is due to reasons attributable to the contractor.

**The instructions given by the person responsible for the contract set out the obligations for the execution of the contract together with its clauses and specifications.**

## **22. Resolution of technical discrepancies**

Disputes arising between the University of Barcelona and the contractor over the interpretation of the contractual agreement or concerning the need to modify the terms of the agreement will be resolved by inter partes proceedings, which must incorporate the steps described in Article 97 of the RGLCAP. The opening of inter partes proceedings will not lead to the automatic suspension of the contract unless this is justified on the grounds of public interest or required due to the specific nature of the discrepancy.

## **23. Resolution of technical doubts in the interpretation of the contract**

For the resolution of technical doubts that may arise during the execution of the contract, a non-binding external technical report can be requested from the University of Barcelona.

# **IV PROVISIONS PERTAINING TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES**

## **24. Payments to the contractor**

1. If provided for in Section N of the tender summary, the supply, service or work will be compensated through a risk distribution system between the contracting body and the contractor company/s, through of a pay-for-results scheme, on which part of the remuneration will depend.
2. Payment will be made within the period established in Article 198.4 of the LCSP, starting from the date of submission of the relevant invoice and in accordance with the provisions established in Section N of the tender summary. Payments will be made by bank transfer.
3. The contractor is entitled to payment of the agreed price for the service provided.
4. The contractor may choose to complete the work before the stipulated deadlines. However, the



contractor is not entitled to receive payment in excess of the agreed annual sum.

5. Individual payments may be made for preliminary work if this falls within the scope of the contract, and subject to provision of a written request by the contractor.

6. Suppliers based in Spain who have previously delivered goods or services to the University must issue and submit electronic invoices.

The following entities must use electronic invoices and submit them to the eFACT point of entry, regardless of the amount:

- Public limited companies and private limited companies.
- Non-Spanish legal entities and entities without legal personality.
- Permanent establishments and branches of entities that are not based in Spain under the terms established in tax regulations.
- Temporary groups of contractors.
- Economic interest groups.

7. The details for invoicing and the receiving address for the invoices are those established in Section N of the tender summary.

8. in accordance with the provisions in Article 200 of the LCSP, and under the terms established in the same Article, contractors may cede their rights to receivables from the University of Barcelona as stated by the law.

## **25. Responsibilities of the contractor**

The contractor is responsible for the state of the goods supplied until their official receipt. No compensation will be given for loss or damage to the goods before their official receipt by the University, with the exception of any loss or damage caused by the University of Barcelona upon receipt.

The contractor has sole liability for the execution of the contract and undertakes to provide compensation in the event of damages and losses caused to third parties as a result of the work established in the contractual agreement, unless such work is directly and immediately attributable to an instruction given by the University of Barcelona.

The contractor is responsible for any defects found in the goods supplied during the guarantee period, except in specific cases of force majeure.

## **26. Other obligations of the contractor**

The contractor is also subject to the following obligations:

- a) In the execution of the contract, the contractor must comply with the pertinent environmental, social and labour obligations established in EU law, Spanish law and applicable collective bargaining agreements and with binding provisions in international environmental, social and labour law, in particular those established in Appendix V of the LCSP. The contractor must also comply with all applicable provisions on the social integration of people with disabilities and the associated tax regulations.
- b) In delivering the services set out in the contract, the contractor must apply measures to promote gender equality.
- c) To comply with all instructions given by the University of Barcelona concerning the technical interpretation of the contract.

- d) To provide the University of Barcelona with all of the information required to ensure that the goods supplied function correctly.
- e) To conduct all business with the University of Barcelona deriving from the execution of the contract in Catalan. In addition, the contractor and, if applicable, subcontractors, should use Catalan for all signs and notices, published documents, notifications and any other general communication deriving from the execution of the contract. In particular, all of the technical documentation required to comply with the subject of the contractual agreement must be provided in Catalan. Notwithstanding the above, the contractor undertakes to respect the obligations deriving from Law 1/1998, of 7 January, on language policy and from its implementing provisions.
- f) The contractor undertakes to submit in any case to all the provisions established in 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 processing of personal data and the free circulation of such data and which repeals Directive 95/46/EC (General Data Protection Regulation), Organic Law 3/2018, of December 5, on Protection of Personal Data and guarantee of digital rights, and its implementation regulations, as well as the national and European Union rules that may replace them.

The selected and awarded companies must train and inform their staff of the data protection obligations they are required to fulfil in the performance of their tasks for the provision of the contract, especially those derived from the duty of confidentiality, the awarding company being personally liable for the legal infractions they may incur due to non-compliance by their employees.

#### Incidental processing of personal data

Although the performance of the contract will not involve the processing of personal data, the contractor undertakes the following:

1. The contractor's staff and, where appropriate, that of the subcontractors, cannot access the personal data contained in the archives, documents and computer systems of the University of Barcelona.
2. However, when the personnel of the contractor and, as the case may be, that of the subcontractors, access the personal data incidentally, they will be obliged to keep it secret even after the termination of the contractual relationship, without any case can use the data or disclose them to third parties.
3. The contractor's staff and, in their case, those of the subcontractors, even though they are not in charge of the treatment, must respect the security measures established by the person in charge of the treatment. In particular, the following should be considered:
4. The contractor's staff and, where applicable, that of the subcontractors, must know and comply with the confidentiality restrictions applicable to the information and are obliged to maintain absolute confidentiality regarding any data or information to which they may have incidental access.
5. The data and information derived from the execution of the contract may not be used, nor may they be given to third parties, nor copied or reproduced.
6. The contractor and, where appropriate, the subcontractors, must inform the workers in question of the measures established in the previous clause and keep the accreditation of the fulfilment of this obligation.
7. The contractor and, in their case, the subcontractors, must inform the data controller (General Secretary's Office of the University of Barcelona), immediately and by means of an email message to [tosecretaria.general@ub.edu](mailto:tosecretaria.general@ub.edu), any incident that occurs during the execution of the contract that may affect the integrity, availability or confidentiality of personal data.

Failure to comply with the above clauses may result in the contractor and, where applicable, the subcontractors being considered responsible for the treatment, for the purposes of applying the





sanctioning and liability regime provided for in the regulations of personal data protection.

g) To cover the following expenditure:

- the cost of all authorizations, licenses, documents (managed by the contractor) and information requested from official bodies or specific organizations.
- all costs deriving from the management of waste generated during the execution of the contract, in accordance with environmental regulations applied in the Barcelona municipal area.
- Payment of all taxes and public fees incurred due to current regulations applicable to the contracted work.
- All costs deriving from the delivery, transfer or transport and installation of the goods provided.

h) To ensure that the required insurance coverage is in place before the contracted activities begin.

i) To assign staff to execute the contract who have not been convicted of a crime against sexual freedom and identity that prohibits them from carrying out professions, trades or other activities that bring them into contact with minors. Non-compliance with this obligation shall lead to termination of the contract, notwithstanding the other resulting legal consequences.

Before the start of execution of the contract, the contractor shall submit to the person appointed as contract administrator by the contracting authority a statement of compliance declaring that they hold the legally established certificates required to prove that employees who fulfil the contract can work in professions, trades or other activities that involve regular contact with minors, and have not been convicted of a crime against sexual freedom and identity. This statement must be submitted by the contractor to the aforementioned contract administrator whenever any new staff are assigned to the execution of the contract who are in this situation.

j) In compliance with the provisions of Article 55.2 of Law 19/2014 of 29 December on transparency, access to public information and good governance, the tenderer awarded the contract is obliged to provide the University of Barcelona, upon request and within 10 days, with all the information necessary to comply with the obligations set forth in the aforementioned regulation, as well as with the standards adopted therein.

k) Ensure that in the execution of the contract all the products or goods have been produced in compliance with the applicable social and labour legislation in Spain and the European Union, or international standards approved by the International Labor Organization if they have occurred in whole or in part outside the European Union, which aim to promote labour rights, promote decent work opportunities and improve social protection.

l) All tenderers shall apply criteria of equity and tax transparency in the execution of the contract. Hence, income or profits from this public contract must be fully declared and taxed in accordance with current tax legislation. In no case can a tax address be used if it is included in the list of tax havens established by the OECD or the European Commission, either directly or through subsidiary companies.

m) In the case of subcontracting, a detailed list of subcontractors or suppliers must be sent, together with and proof of fulfilment of all payments.

n) To inform the University of any permanent or incidental situation that could be hazardous for its personnel or personnel of the University of Barcelona as well as of any accidents involving its personnel in the performance of the contracted activity.

o) If awarded the contract, the tenderer agrees to initiate the procedure for the Coordination of Preventive Activities referred to in Article 24 of Law 31/95 on Occupational Risk Prevention and RD 171/2004 which elaborates upon that article, following the procedure established by the University of Barcelona



and prior to the start of the activity/ formalization of the contract. The winning tenderer must validate the documentation required in compliance with these regulations whenever necessary, and comply and enforce compliance with the internal regulations of the University of Barcelona on the subject of occupational risk prevention.

The winning tenderer will not be able to start its activity until it has completed the business activity coordination procedure managed by the Safety, Health and Environment Office through the web link [www.ub.edu/ossma/coordinacio-business-activities-cae/](http://www.ub.edu/ossma/coordinacio-business-activities-cae/)

The contract cannot be formalized until compliance with this requirement has been confirmed by the OSSMA. To this end, the company will receive, by post, a copy of the declaration of compliance in preventive matters, which can be used as a supporting document.

## **27. Prerogatives of the contracting authority**

In accordance with the terms and scope of the LCSP, the contracting authority reserves the right to establish definitive interpretations of the contracts, resolve any doubts arising during their completion, make any modifications considered to be in the public interest, declare the responsibility of the contractor for the execution of the contract, proceed to termination in justified cases, and agree on the resolution and effects of termination.

The contracting authority may also inspect the activities undertaken by the contractor during the execution of the contract, subject to the constraints specified in Article 190 of the LCSP.

All rulings made by the contracting authority in the exercise of its prerogatives take immediate effect and shall be considered to exhaust all administrative proceedings. The contractor may lodge an administrative appeal against any ruling within a month of its announcement or submit a request for judicial review by the administrative courts of Barcelona within two months from the day after notification or publication of the ruling.

Notwithstanding the above, decisions adopted during the execution phase with regard to modification of the contract, subcontracting or termination of the contract that may affect compliance with the requirements established in Directive 2014/24/EU may be contested by means of special appeal.

In procedures initiated at the request of an interested party for which no other provision has been specifically established and whose subject is, or which refers to, a claim regarding amounts, the exercise of administrative prerogatives, or any other issue relating to the execution, completion or termination of an administrative contract, once the established resolution period has expired and no notification has been received, the interested party may implicitly consider that their request has been rejected, without prejudice to the obligation to respond.

## **28. Right to information pertaining to the processing of the personal data of representatives and employees of tenderers and contractors.**

In compliance with Article 13 of the EU General Data Protection Regulation (GDPR), tenderers and contractors are hereby notified that the personal data provided in the framework of this tender will be processed in accordance with the following conditions:

1. Personal data are processed under the authority of the General Secretary's Office of the University of Barcelona, with the postal address Gran Via de les Corts Catalanes, 585, 08007 Barcelona and the email address [secretaria.general@ub.edu](mailto:secretaria.general@ub.edu).

Data are processed for the purpose of managing this public tender.

2. Pursuant to the provisions made in Organic Law 6/2001, of 21 December, on universities, Law 1/2003, of 19 February, on Catalan universities, and Law 9/2017, of 8 November, on public sector contracts, which transposes into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of 26 February 2014, the lawful basis for the processing of personal data is fulfilment of a mission carried out in the public interest.

3. Data will be stored during the period required to fulfil the purpose for which they were collected and to determine any possible responsibilities deriving therefrom.

4. The data recipients are the University itself, and, where applicable, those responsible for processing the data. Details of contractor representatives will be posted in the University of Barcelona buyer profile at the time the contract is published. Data will not be disclosed to third parties unless there is a legal obligation to do so. In such cases, only the pertinent data will be sent.

5. Data subjects may access their data and exercise their rights of rectification, erasure, objection, restriction and data portability by sending written notice to the General Secretary's Office of the University of Barcelona by ordinary mail (Gran Via de les Corts Catalanes, 585, 08007 Barcelona) or by e-mail ([secretaria.general@ub.edu](mailto:secretaria.general@ub.edu)). A photocopy of the subject's Spanish identity document (DNI/NIE) or other valid form of identification must be provided.

6. Data subjects who consider that their rights have not been given appropriate consideration may contact the University of Barcelona Data Protection Officer by post (Gran Via de les Corts Catalanes, 585, 08007 Barcelona) or e-mail ([protecciodedades@ub](mailto:protecciodedades@ub)).

7. Complaints may also be filed with the Catalan Data Protection Authority. Tenderers, contractors and where applicable, all subcontractors must ensure that all representatives and employees whose details are disclosed to the University of Barcelona have access to the above information.

## **29. Modification of the contract**

1. Once the contract has taken effect, the contracting authority may only make modifications when they are considered to be in the public interest and are indicated in Section O of the tender summary or in the cases and with the limitations established in Article 205 of the LCSP.

2. In all cases, the amendments that are made will be mandatory for the contractor and will be agreed with the contracting authority, subject to the administrative procedure stated in Articles 207 of the LCSP and 102 of the RGLCAP. Modifications must be formalized in the corresponding public document, in accordance with Article 153 of the LCSP, and after adjustment of the definitive guarantee if necessary.

## **30. Suspension of contract**

If the University of Barcelona agrees to suspend the contract and postpone the delivery deadline, a notice of suspension must be issued, in accordance with the terms of Article 208.1 of the LCSP

The declaration of suspension must be signed by a representative of the contracting authority and the contractor, and should be provided within two (2) working days, starting from the day after formal suspension of the contract is agreed.

In this case, the University will provide compensation for any loss and damage incurred by the contractor as a direct result of suspension of the contract, subject to the terms established in Article 208.2 of the LCSP.

In the event of the merger, division, acquisition or transfer of a company or any of its branches, the contract will remain in force with the resulting entity. The resulting entity will subrogate the original



contractor with regard to the rights and obligations deriving from the contract, subject to the conditions stated in Article 98 of the LCSP.

The contractor must notify the University of Barcelona in writing of any change that affects its legal status, and the calculation of the legally established deadlines for payment of the corresponding invoices will be suspended until compliance with the conditions of subrogation has been verified.

If subrogation is not possible because the resulting entity to which the contract would be transferred does not meet the solvency criteria for the tender, the contract will be terminated and the cause attributable to the contractor.

## **V. PROVISIONS RELATING TO SUCCESSION, TRANSFERRAL, SUBCONTRACTING AND PRICE ADJUSTMENT**

### **31. Succession and transferral of contract**

1. In the cases of the merger, division, acquisition or transfer of a company or any of its branches, the contract will remain in force with the resulting entity. The resulting entity will subrogate the original contractor with regard to the rights and obligations deriving from the contract, providing that the conditions stated in Article 98 of the LCSP are met.

2. The contractor may transfer the rights and obligations of this contract to a third party subject to authorization by the University of Barcelona, and provided that the contract was not awarded specifically on the strength of the technical expertise of the contractor's staff. The provisions established in Article 214 of the LCSP shall apply. Any such transfer must not restrict open market competition. The contract cannot be ceded to a third party if this represents a substantial alteration in the characteristics of the contractor when these characteristics are a fundamental element of the contract.

### **32. Subcontracting**

1. Given the finalist nature of the credit that finances this contract and its link to the post-pandemic economic recovery, in accordance with Article 16.1(g) of Decree-Law 5/2021, subcontracting of the main object of the contract is not permitted. However, the contractor may arrange with other companies the partial realization of the auxiliary aspects of this contract, in accordance with the provisions made in Section P of the tender summary.

2. Tenderers must indicate in their offers the auxiliary aspects of the contract that they intend to subcontract, indicating the corresponding amount and the name or professional profile, defined by reference to the conditions of professional or technical solvency, of the intended subcontractors. In this case, the intention to sign subcontracts must be indicated in the ESPD and a separate ESPD must be submitted for each of the planned subcontractors.

In the event that the contractors wish to sign contracts that do not conform to what is indicated in the offer, these cannot be signed until twenty (20) days have passed since the notification has been sent to the contracting body and the justifications described in the following paragraph have been provided, unless expressly authorized in advance or in the event of an unforeseen emergency or circumstances requiring the adoption of urgent measures, except if the Administration notifies its opposition within this period.

3. The contractor must notify the contracting authority in writing, after the award of the contract and, at the latest, when it begins its execution, of the intention to sign subcontracts, indicating the auxiliary aspects of the contract that intends to subcontract and the identity, contact details and legal representative or representatives of the subcontractor(s), providing due justification of the subcontractor's fitness to execute the corresponding aspects by virtue of the necessary technical and human resources and experience, and certifying that it is not barred from entering into public contracts (if the subcontractor has the appropriate classification to carry out the corresponding aspects of the contract, notification of this classification is

deemed sufficient).

In this case, the contractor will only have to provide the contracting authority with the information relating to the subcontracting companies that has not been indicated through the ESPD presented by each of them or that has varied.

(In accordance with Commission Implementing Regulation (EU) 2016/7 of January 5, 2016, which establishes the standard form for the single European procurement document, bidding companies must indicate in the I HAVE the intention to sign subcontracts and, in addition, they must provide the information provided in sections A and B of part II (information about the economic operator and its representatives) and in part III (information regarding the reasons for 'exclusion) of the ESPD with respect to each of the intended subcontractors. However, it is recommended that the tender documents indicate that the bidding companies that plan to subcontract, in addition to having to provide the information provided in the parts of the ESPD mentioned by each of the subcontracting companies, also provide at this time the information which is required by Part IV of the ESPD relating to the selection criteria)

4. The contractor must notify the contracting authority in writing of any changes to this information during the execution of the contract, and all the necessary information about the new subcontracts.

5. The signing of subcontracts is subject to compliance with the requirements and circumstances governed by Article 215 of the LCSP.

Violation of the conditions established in this clause and in Articles 215 of the LCSP and 16.1(g) of Decree Law 5/2021 to proceed with subcontracting, as well as the lack of accreditation of the subcontractor's suitability or the circumstances of the emergency situation or those that make subcontracting urgent, has the consequences stipulated in Section P of the tender summary, depending on the repercussion on the execution of the contract.

6. Subcontractors are bound only to the main contracting company which will, therefore, assume full responsibility for the execution of the contract vis-à-vis the Administration, in accordance with this specification and the terms of the contract, including compliance with the environmental, social or labour obligations referred to in clause thirty of this specification, as well as the obligation to comply with national and European Union data protection regulations. Authorization of such agreements by the contracting authority shall not be considered as an acceptance of responsibility for subcontracted work. The contractor remains solely responsible for all work carried out by subcontractors.

Subcontractors are not directly answerable to the contracting authority for the obligations undersigned with the primary contractor, as a result of the execution of the main contract and the subcontracts.

7. The contractor(s) may in no case allocate partial execution of the contract to companies or individuals forbidden to enter into public contracts according to applicable legal dispositions or who meet any of the criteria stated in Article 71 of the LCSP.

8. The contractor must notify the designated representative of the subcontracted staff, in accordance with the applicable labour legislation.

9. Subcontracts are private in nature.

10. The subcontracting company or companies must submit a statement declaring no conflicts of interest included as Appendix 4.b of these specifications. Subcontractors must also submit a completed declaration of data transfer and processing template, as well as a commitment to comply with the general principles set forth in Appendices 5 and 6 of these specifications.

In the event that the list of technical prescriptions includes specific conditions to ensure respect for the principle of not causing significant damage to the environment, it is also necessary to include the obligation

of the subcontracting companies to present a statement of compliance with said conditions.

11. Payments to subcontractors and suppliers are subject to the provisions of articles 216 and 217 of the LCSP.

The University of Barcelona must verify strict compliance by the contractor with all payments due to subcontractors and suppliers, in accordance with the provisions of Article 217.2 of the LCSP.

### **33. Price adjustment**

If price adjustment is provided for, it will be indicated in Section Q of the tender summary.

## **VI. PROVISIONS PERTAINING TO EXPIRY OF THE CONTRACT**

### **34. Receipt and settlement**

1. The contract shall be considered to be completed by the contractor when the entire service has been provided, in accordance with the terms of the contract and to the satisfaction of the University of the Barcelona.

In accordance with the provisions made in articles 210 and 311 of the LCSP, the University of Barcelona will issue a certificate confirming that the contractor has complied with all stipulated conditions for the correct execution of the contract. The contractor will be given instructions for the completion of any outstanding service or part of the service outlined in the contractual agreement and for the correction of any faults observed. If the work does not comply with the terms of the contractual agreement, due to the presence of defects attributable to the contractor, formal acknowledgement of receipt may be denied. In this case, the University will refuse payment and, if applicable, will be entitled to claim for any partial payments already made.

If the technical prescriptions in the contract are not considered to have been met, the contractor will be given precise, detailed instructions on how to correct any shortfalls or defects observed. The period established for corrective actions will be specified in the written instructions.

Determination of the correct execution of the contract will require a formal act of reception and acceptance in the month after completion of the contract.

2. Provision of the service forming the subject of the contractual agreement must be carried out in strict compliance with the conditions outlined in the list of specific administrative clauses and in accordance with all instructions given by the University of Barcelona. The contracting authority will be responsible for overseeing and ensuring the correct execution of the contract.

### **35. Guarantee period and return or cancellation of the definitive guarantee.**

1. The minimum guarantee period, which begins on the date of formal receipt or acceptance, as indicated in Section R of the tender summary.

For services, the guarantee period will commence upon reception of the service.

2. During this period, the definitive guarantee will respond to the applicable concepts indicated in Article 110 of the LCSP.

3. Return of the definitive guarantee will be agreed once the contractor has fulfilled all of the obligations deriving from the contractual agreement, once the guarantee period has elapsed, and following formal approval of the completed work in a report submitted by the contract administrator and following payment in full, as established in Section L of the tender summary.

### **37. Termination of contract: causes and effects**

The causes and effects of termination of this contract are those stated in this list of administrative clauses and those stipulated in articles 211-213 and 306-307 of the LCSP.

In all cases, the procedure must be carried out in accordance with the provisions established in articles 212, 213, 306 and 307 of the LCSP, without prejudice to the provisions established in Article 109 of the RGLCAP.

## **VII. APPEALS, PROVISIONAL MEASURES AND SPECIAL CASES OF CONTRACTUAL NULLITY.**

### **38. Procedure for appeals pertaining to tender documentation**

In the event of disputes arising as a result of notices, clauses, other contractual documentation, contract award agreements, administrative decisions that directly or indirectly determine the award of the contract, administrative rulings leading to suspension of the tender procedure, or administrative decisions causing irreparable damage to the legitimate rights and interests of the parties, irrespective of the immediacy, or otherwise, of execution of said decision or ruling, the interested party may also choose to open contentious administrative proceedings through the courts of Barcelona, within a period of two (2) months starting the day after notification of the decision is received, in accordance with Law 29/1998, of 13 July, on contentious administrative jurisdiction.

However, before taking court action, interested parties can choose to lodge an internal appeal, within one (1) month from the day after notification of this decision, in accordance with the provisions established in Article 123 and the following articles of Law 39/2015, of 1 October, on the legal framework for public administrations and common administrative procedures. Once an internal appeal has been lodged, the procedure will not be suspended under any circumstances. An administrative appeal cannot be lodged until the internal appeal has been expressly or implicitly resolved.

### **39. Arbitration**

Without prejudice to the provisions made in Clause 38 on submission to the courts and tribunals of Spain, arbitration may be sought to resolve all or any of the disputes that may arise between the contracting authority and the contractor(s), whenever these concern matters of free disposition in accordance with law and, specifically, on the effects, compliance with, and termination of this contract, in accordance with the provisions of Law 60/2003, of December 23, on arbitration.

### **40. Precautionary measures**

Before filing the special appeal in matters of procurement, persons eligible to do so can apply to the competent body the adoption of precautionary measures, in accordance with the provisions made in Article 49 of the LCSP and Royal Decree 814/2015, of September 11.

### **41. Legal validity**

This contract is subject to the terms of validity provided for in Articles 38-43 of the LCSP.

### **42. Competent jurisdiction**

Contentious administrative jurisdiction is competent in the matter of resolving legal disputes arising in relation to the preparation, award, effects, amendment and termination of this contract.

Barcelona, 4 September 2023



**APPENDIX 1  
ENVELOPE A****GENERAL INFORMATION AND STATEMENT OF COMPLIANCE****TENDER FILE 2023/193****Company details**

Corporate name NIT/CIF/Tax id.  
Trading name  
Website Telephone:  
Registered office (street address, town/city and post code)  
Email address for notifications:

**Details of the representative/s authorized to submit the offer and document granting powers**

Name and surname(s) NIF/CIF/Identity document  
Position  
Mobile telephone Email address

Indicate if it is the same person who will sign the contract ☐ Yes ☐ no

Deed: Name and surname(s) of notary:  
Notarial college protocol no.:

Place and date:

**Details for notification purposes**

Person authorized to access electronic notifications  
Name and surname(s)  
Email:  
Mobile telephone:

**Details of the representative(s)**

If the company wishes to name individuals other than the representative or spokesperson to communicate with the contracting authority.

Name and surname(s)  
Mobile telephone  
Email  
Position in the company

*Provide only the information that is applicable*

☐ *Companies from outside Spain:* Submit to the competent jurisdiction, for all incidents that could directly or indirectly arise from the contract.

*Companies from non-European Union member states or from countries that are not signatories to the Agreement on the European Economic Area:*

☐ Hold a report issued by their national embassy or consular office in Spain accrediting their inclusion in





the relevant professional or trade registries in their country of origin or proof of regular professional activity in the area constituting the subject of the contract.

☐ Hold the statement of reciprocity referred to in Article 68 of the LCSP, except in the case of companies from states that have signed the World Trade Organization's Agreement on Government Procurement.

☐ **(If applicable)** If the successful tenderer is a temporary joint venture (UTE), the companies involved formally declare that the exclusive purpose of their association is to provide this service, in accordance with the provisions of Law 18/1982 of 26 May, and the remaining legislation on the issue, all in accordance with Article 69 of the LCSP.

The participation agreed by the companies in the UTE, both in terms of exercising rights and meeting obligations, shall be as follows:

Company name	Percentage	Signature of the authorized representative

For all purposes, the person with full representative powers for all of the companies in the UTE before the University of Barcelona, during the tender process and for the duration of the contract, will be: .....

The company is registered and its information is current in the:

- ☐ *Electronic Register of Bidding Companies (RELI) of the Government of Catalonia*  
☐ *Official Record of Bidding Companies and Classified Companies (ROLECE) of the Government of Spain*  
☐ *Others: Foreign companies* the corresponding official list of authorized economic operators of a Member State. *(indicate the register in which they are registered):*  
☐ *Others: indicate*

SME?:

- ☐ NO  
☐ YES

Type: ☐ Medium (<250 employees: <=50 million EUR Turnover; <= 43 million EUR General balance).  
☐ Small (<50 employees: <=10 million EUR Turnover; <=10 million EUR General balance).  
☐ Micro (<10 employees: <=2 million EUR Turnover; <=2 million EUR General balance).

☐ The company complies with regulations on the integration of people with disabilities. If applicable, the company states that its staff includes a number of employees with disabilities greater than 2% of the total or has adopted some of the alternative measures specified in Article 2 of Royal Decree 364/2005, of 8 April.

☐ The company has drawn up and implemented an equal opportunities plan for women and men if so required by law; or has drawn up and implemented a gender equality plan, even when this is not required in law; or has not drawn up and implemented a gender equality plan, even when this is not required in law.

☐ I authorize the contracting authority to obtain any official data or documentation required for award of the contract, if applicable, directly from the relevant administrative bodies.

☐ The company complies with all current regulations on occupational risk prevention, guaranteeing the safety and health of its staff at all times, and has the necessary safety equipment.

The company shall participate independently in this procurement procedure, in relation to other competitors and without involvement in collusive practices.

☐ (if applicable) The company intends to outsource the service provision and/or services associated with the providers or the services associated with them:

☐ NO

☐ YES

If the answer is yes, the name or business profile of the intended subcontractor(s) must be indicated, defined by reference to the conditions of professional or technical solvency:

☐ Subcontracting of part of the contract (Article 215 of the LCSP)

☐ Will not subcontract any part of the contract.

☐ Will subcontract to the following companies:

COMPANY	CIF/TAX ID.	Tasks that will be subcontracted	% that these tasks represent	Conformity of the company (signature and stamp)
(indicate all companies)				

The company has the required capacity and solvency proportional to the tasks it will carry out and is not barred from entering into public contracts under the terms of Article 71 of the LCSP.

In witness whereof and for all pertinent purposes, I hereby sign this statement of compliance in .....

Signature of representative .....

**APPENDIX 2**  
**ENVELOPE A****TECHNICAL OFFER TEMPLATE****FILE 2023/193**

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I, ....., in representation of the company ..... (*or in self-representation*), with legal address ..... and NIF no.....,

**DECLARE**

That, being aware of the conditions and requirements for the awarding of the contract for the service of conducting a set of survey experiments on fake news for the DEMOCRAT project, file 2023/193, I undertake on behalf of the aforementioned company (or on my own behalf) to execute the contract in strict compliance with the stipulated requirements and conditions, in accordance with the following technical offer:

The report must contain a detailed technical description of the tendered service.

The report must contain:

- Project methodology.
- Previous academic project experience of the team assigned to the execution of the contract.

The report must be drafted using the font Arial with a 12-point font size and must not in any circumstances exceed 10 sheets of A4 paper. Only the first 10 pages of the report will be evaluated, excluding the table of contents.

Signature of representative .....

**APPENDIX 3  
ENVELOPE B**

**FINANCIAL OFFER TEMPLATE AND IMPROVEMENTS**

**FILE 2023/193**

I, ....., in representation of the company ..... (or in self-representation), with legal address ..... and NIF no.....,

**DECLARE**

That, being aware of the conditions and requirements for the awarding of the contract for the *service of conducting a set of survey experiments on fake news for the DEMOCRAT project*, file 2023/193, I undertake on behalf of the aforementioned company (or on my own behalf) to execute the contract in strict compliance with the stipulated requirements and conditions, in accordance with the following economic offer:

<b>Taxable base</b>	<b>VAT at 21%</b>	<b>Total</b>

And the following improvements:

The company offers to include Ireland with a minimum of 800 valid responses in both panels, in addition to the 3,600 minimum valid responses required for Spain, Germany and Poland.	YES/NO
The company offers to include surveys that are representative in relation to employment activity and status (private sector employee, public sector employee, self-employed, unemployed, inactive) or other personal characteristics (with or without children, 1st or 2nd generation immigrants, etc.).	YES/NO
The company offers the possibility of sharing a copy of the code (software) so that the DEMOCRAT team can administer and, if necessary, modify the survey for future experiments within the same project.	YES/NO
The company offers the possibility of monetary remuneration (as an incentive system) to the participants as an alternative to points issued by the company.	YES/NO

In witness whereof, I hereby sign this proposal

Electronic signature of representative



## APPENDIX 4

### PROCESSING OF PERSONAL DATA ON BEHALF OF THE UB

#### 1. Object and purpose of the designation of data processor

These clauses authorize the successful tenderer, the data processor, to process, on behalf of the University of Barcelona, the data controller, the personal data strictly necessary to conduct the fieldwork associated with the DEMOCRAT research project, specifically to conduct a set of survey experiments on fake news ("Fake News and Overconfidence: an Experimental Approach in Four EU Member States"), which will be performed in the following phases: sample selection and survey design; administration of surveys and delivery of survey results.

Specifically, the data processor will be responsible for collecting, recording, structuring, storing, consulting and communicating personal data when necessary.

#### 2. Identification of affected information

In order to perform the services inherent to this position, the data contractor authorizes the data processor to collect certain information from survey respondents, residents aged 18 years or older of three selected European Union countries. The data authorized for processing include that related to the identity, personal characteristics, academic and professional characteristics, economic or financial status, as well as specially protected data (ideology, religion, trade union membership, beliefs, racial or ethnic origin, sexual life and health) of the respondents, only if strictly necessary for the execution of the contract.

#### 3. Duration

The duration of this agreement is equal to the duration of the tender contract.

#### 4. Obligations of the data processor

The data processor and its personnel must:

- a) Use the personal data subject to processing solely for the purpose of this assignment. The data may not be used for other purposes or for the processor's own purposes under any circumstances.
- b) Process all data in accordance with documented instructions from the data controller. If, in the data processor's opinion, any of these instructions may violate the GDPR or any other data protection provisions of the Union or the Member States, the data processor must immediately inform the data controller.
- c) Not disclose data to third parties without the express authorization of the data controller and only in circumstances established by law.

The controller may instruct the processor to disclose data to other data processors assigned by the same controller. In this case, the controller will identify, in advance and in writing, the data that must be disclosed, to whom it must be disclosed, and the security measures to be applied.

If the processor is required to transfer personal data to a third country or to an international organization under applicable European Union or Member State law, it will inform the controller of this legal requirement in advance, unless the law prohibits such notification for reasons of substantial public interest.

- d) Not subcontract any of the services that are part of the object of this contract involving the processing of personal data.



If any part of the data processing must be subcontracted, the data controller must be notified of this circumstance in writing ([secretaria.general@ub.edu](mailto:secretaria.general@ub.edu)) at least two weeks in advance. Any data processing that may be outsourced must be specified and the subcontracted processor and their contact information must be clearly and unequivocally identified.

The subcontractor, who also holds the status of processor, must also comply with the obligations established in this document for the initial processor and the instructions issued by the controller. It is the responsibility of the initial data processor to regulate the new relationship, so that the new data processor is subject to the same conditions (instructions, obligations, security measures, etc.) and with the same formal requirements as the initial processor in relation to the effective processing of the same personal data and in guaranteeing the rights of the individuals concerned. Should the subcontractor fail to comply with these conditions or requirements, the initial data processor will remain fully responsible to the data controller for failure to meet the established obligations.

- e) Maintain the duty of confidentiality with regard to the personal data to which the processor has had access by virtue of this assignment, even after the object of this Agreement has concluded.
- f) Ensure that anyone authorized by the data processor to process personal data undertake, expressly and in writing, to follow the instructions of the data controller, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed.
- g) Make documentation accrediting compliance with the obligation established in the previous section available to the controller.
- h) Ensure that those authorized to process personal data receive the necessary training in personal data protection.
- i) Provide data subjects with information on the processing of their data at the time it is collected, if the processor is also entrusted with the collection of data.
- j) Assist the controller in responding to the exercise of the rights of access, rectification, erasure, objection, restriction of processing, data portability, and not being subject to automated individual decisions (including profiling).

Whenever data subjects exercise their rights of access, rectification, erasure and objection, restriction of processing, data portability and withdrawal of permission for automated individualized decisions through communication with the data processor, these circumstances must be communicated by e-mail to the address [secretaria.general@ub.edu](mailto:secretaria.general@ub.edu). This notification must be sent immediately and, under no circumstances, any later than the day after the working day in which the request was received. It must be accompanied by any other information that may be needed to respond to the request.

- k) Notify in the event of data security breaches. The data processor must inform the data controller at the email address [secretaria.general@ub.edu](mailto:secretaria.general@ub.edu) of any security breach affecting personal data that the processor becomes aware of, including any and all information needed to document and report the incident. Notification must be sent without undue delay and always within a maximum period of 24 hours.

Notification is not required when the breach is unlikely to constitute a risk to the rights and freedoms of natural persons.

If available, the notification will at least:



1. describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects and the categories and approximate number of personal data records concerned;
2. communicate the name and contact details of the data protection officer or other contact point from which more information can be obtained;
3. describe the likely consequences of the personal data breach;
4. describe the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

If and to the extent that it is not possible to provide the information simultaneously, the information will be provided gradually without undue delay.

- l) Provide support to the data controller in the preparation of impact assessments related to data protection and in consultations by regulatory authorities whenever necessary.
- m) Furnish any information to the controller that might be necessary to demonstrate that the processor has satisfied its obligations and to allow the controller or another authorized auditor to perform audits or inspections.
- n) Implement the security measures necessary to guarantee an acceptable level of risk.
- o) Return any personal data and, if applicable, the media in which it is contained, to the controller upon termination of the service agreement.

The return of the data necessarily implies the destruction of copies and the total deletion of any data remaining on computer equipment used by the data processor.

However, a copy may be retained, with the data duly blocked, for as long as liability may arise from the provision of the service.

## 5. Obligations of the data controller

The data controller is responsible for:

- a) Delivering the data referred to in the second clause of this document to the data processor.
- b) Providing data subjects information related to data processing at the time their data is collected. If data is collected by the data processor, the controller will provide the processor with the form informing data subjects of their rights, which must be made available to all data subjects.
- c) Ensuring, before and throughout the processing, that the processor complies with the GDPR.
- d) Supervising data processing, including performing inspections and audits.

