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## **ADMINISTRATIVES CLAUSES SPECIFICATION**

### **OPEN PROCEDURE**

**Contract number CONTR-105/2023**

**SERVICES FOR CONDUCTING A MULTINATIONAL SURVEY (4  
EUROPEAN COUNTRIES)**

## **SUMMARY TABLE of the administrative clauses' specifications** (in Catalan "QUADRE RESUM", QR)

Information and downloading of information (contractor profile):  
[contractaciopublica.gencat.cat/perfil/uab](https://contractaciopublica.gencat.cat/perfil/uab)

Publication of the tender:

Official Journal of the European Union (OJEU): 12/01/2024

UAB contractor profile: 10/01/2024

**Deadline for submission of proposals: 09/02/2024**, at 13:00:00 h

Form of submission: electronic, through the Digital Envelope tool

Tender procedure: open, subject to harmonized regulation, with several criteria for subjective and objective evaluation

Public opening of envelopes:

Envelope C: will be convened after the evaluation of envelope B.

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### **A. Object:**

**A.1. Description:** Provision of services for conducting a multinational survey in 4 European countries.

**The purpose** of the present contract is to conduct a survey on a representative sample of adults from each of four European countries (Hungary, Netherlands, Poland, Sweden). The total number of respondents will be 6,000 (six thousand), that is, 1,500 (one thousand five hundred) per country. The survey will be multinational and multilingual. The questionnaire administration is expected to take 60 minutes, including the process of instructing the respondent and signing the consent form. The bidder can opt to divide this duration into two sessions. The survey focuses on social cohesion and social relationships with individuals from different social groups. Among other things, each respondent is asked about the number of people with different first names they know (which helps estimate the size of their "personal network") and in various social groups. A personalized list of selected names and positions known to the respondent is created to ask questions about the type of relationship with these individuals, their characteristics, and the relationships among them. Personal characteristics and opinions are also collected. The survey is part of the study "A network science approach to social cohesion in European societies," funded by the European Research Council. The detailed scope is provided in the Technical Specifications.

**A.2. Division into lots:** No.

This is a single functional service and dividing it into lots would create technical coordination problems. It is essential for the questionnaire to be administered in the same way across all countries to ensure maximum comparability of results and avoid introducing bias due to differences in methodology, interviewer preparation, etc.

**A.3. CPV code:** 72313000-2 Data collection services.

**B. Variants:** The submission of variants is not allowed.

**C. Economic Data:**

**C.1. Price determination system:** Unit price.

**C.2. Base budget for bidding:** €990,000.00 (excluding VAT).

Amount (VAT excluded)	VAT Rate	VAT Amount	Amount (including VAT)
990.000,00 €	21%	207,900 €	1.197.900 €

*An estimated and non-binding breakdown is provided in Annex A of this specification.*

**C.3. Estimated value of the contract:** €990,000.00 (excluding VAT).

Concept	Amount (excluding VAT)
Total base budget of the tender	€990,000.00
Possible extensions	€0
Possible modifications (20%)	€0
<b>Total</b>	<b>€990,000.00</b>

**C.4. Price revision:** No.

**C.5. Contract advertising expenses:** No.

**D. Contract Duration:**

**D.1. Duration term:** 8 months from the contract formalization.

The contract duration will begin counting from the effective start of the service, and according to the contracting entity's instructions, it will commence within a maximum of one month that will not count towards the contract execution period.

**D.2. Extension:** Not foreseen.

**E. Modification:**

**E.1. Possibility of contract modification:** No.

**E.2. Limit of modification:** Not applicable.

**E.3. Conditions justifying modification:** Not applicable.

**F. Place of service provision:** Four European countries detailed in the Technical Specifications.

**G. Guarantees:**

**G.1. Provisional guarantee:** None.

**G.2. Final guarantee:** 5% of the contract award amount (excluding VAT).

### G.3. Forms of constituting it:

- Deposit at the *Caixa General de Dipòsits* (General Deposit Fund) of the Government of Catalonia (*Generalitat de Catalunya*) (cash, bond, or insurance).
- Retention from the amount of the first invoice, or subsequent ones if applicable.

**G.4. Guarantee term for contract execution:** 6 months from the contract reception.

### H. Financing:

**H.1. Cost center or project:** EA617928.

**H.2. Fiscal year(s):** 2024.

**H.2.1. Multi-year scope file:** No.

**H.2.2. Base budget for bidding above €200,000:** Yes.

**H.3. Payment method:** 50% when half of the survey interviews are completed, and 50% upon final data delivery.

**H.4. Subsidized contract:** Yes. Project ERC-2020-ADG PATCHWORK 101020038 "A Network Science Approach to Social Cohesion in European Societies"

### I. Awarding Procedure:

**I.1. Processing:** Ordinary.

**I.2. Type of procedure:** Open, subject to harmonized regulation, with various criteria of subjective and objective evaluation.

**I.3. Electronic bidding:** Yes, through the Digital Envelope (*Sobre Digital*) tool.

### J. Solvency and Business Classification:

**J.1. Obligation of bidders' registration in the RELI / ROLECE:** No. (*Informational note: RELI is the Electronic Register of Bidding Companies of the Government of Catalonia; ROLECE is the Official Register of Bidders and Classified State Companies of the General Directorate of State Property of Spain*)

**J.2. Solvency:** Initially, for capacity and solvency accreditation, only the European Single Procurement Document (ESPD, *DEUC in Catalan*) must be submitted. Only the bidder proposed as the awardee will need to present the following justifying documentation:

- Economic and financial solvency must be demonstrated with a signed declaration regarding the bidder's annual turnover, which, referring to the year with the highest turnover in the last 3 years concluded, must be at least equal to the value estimated for the contract.
- Professional or technical solvency must be demonstrated with a list of the main services of the same type as the contract's object, carried out by the bidder in the last 3 years, including the amount, date, and recipient (public or private).

This list must demonstrate that a minimum of 2 contracts of a similar or higher volume than the contract being tendered have been carried out or that the sum of the amounts of the different surveys in this period reaches this volume.

The document must include a list of references from previous clients with projects most similar to the contract's object, e.g., companies, universities, administration, or other entities, with their contact details.

The services rendered must be accredited by certificates issued or endorsed by the competent body, when the recipient is a public sector entity; when the recipient is a private subject, by a certificate issued by them or, in the absence of this certificate, by a declaration from the bidder accompanied by documents proving the service's performance.

**J.4. Commitment to allocate material and/or human resources to the contract execution:** For this contract, the bidder's commitment to allocate the following resources is required:

- Project leader who accredits prior experience in multinational surveys for scientific purposes, similar to that of the contract being tendered, knowledge of survey methodologies and procedures, fluency in spoken and written English.
- The following technical resources: powerful CAPI/CAVI/web survey platform and other software necessary for carrying out the tasks described in the technical specifications, hosting, necessary devices for fieldwork in all countries, facilities in each country for training the interviewers (if applicable) or telephone support and for supervising fieldwork.
- Adequate team of supervisors and, if applicable, interviewers in each country to carry out the tasks described in this specification within the required quality and timeframes.

CV and supporting documentation must be provided before the contract execution starts and must be validated by the Contract Manager.

**If, during the contract's execution, individual profiles assigned to the project need to be replaced, they must be revalidated by the Contract Manager.**

**J.5. Certificates attesting to compliance with quality and/or environmental management standards:** Those provided by the bidder in their offer.

#### K. Award criteria:

1. Criteria subjected to a value judgment (subjective)	Points
<p><b>Descriptive and explanatory report on the evaluation criteria described below.</b></p> <p>The distribution of points will be proportional across all the evaluation aspects listed, assigning the following ratings:</p> <ul style="list-style-type: none"> <li>• <i>Very High Quality:</i> when a detailed proposal of the element to be evaluated is presented, along with appropriate, precise, feasible, well-defined, and/or innovative action measures.</li> <li>• <i>High Quality:</i> when the proposal related to the element to be evaluated is detailed, and generally includes suitable and well-defined action measures.</li> <li>• <i>Regular Quality:</i> when the proposal is limited to a superficial description of the service to be provided and/or offers scarce and imprecise action contributions.</li> <li>• <i>Low Quality:</i> when the improvements made to the aspects being evaluated are significantly limited above the minimum requirements of the contract.</li> <li>• <i>Very Low Quality:</i> when none of the aspects being evaluated are improved above the minimum requirements of the contract.</li> </ul> <p>The highest score in the evaluation of each aspect will be given to the offer that receives the "Very High Quality" rating; three-fourths of that score for the "High</p>	

<p>Quality" rating; half for the "Regular Quality" rating; one-fourth of the points for the "Low Quality" rating, and zero points for the "Very Low Quality" rating.</p> <p>After the technical memos have been reviewed, the technical committee of the contracting board, if applicable, will invite the companies that have submitted proposals to a virtual presentation of their proposals.</p> <p>For the evaluation of the technical quality of the work, the following must be provided:</p> <ul style="list-style-type: none"> <li>• The methodological report (in English) for the object of the contract with a GANTT-type schedule covering the period from the start of the contract until the delivery of the database and the technical report. The schedule should be detailed in days from the formalization of the contract, without specific dates. The methodology must describe: <ul style="list-style-type: none"> <li>○ The proposal and justification of the method of random and representative sampling of the adult population (18 years and older) in each country (including the specification of databases to be used for locating the respondents, the use of incentives, and methods to optimize response rates) and the possibility of oversampling migrants if the percentage of migrants in the population is less than 16.67%.</li> <li>○ The proposal and justification of the mode of data collection (including whether the interview is carried out face-to-face or online, with or without the presence of an interviewer or other personalized support from the company's personnel, if the interview will be held in a single session or is (allowed to be) divided into two sessions; if a single survey mode is proposed for all respondents or a different survey mode is proposed for groups with difficult access, and how informed consent is gathered, for example).</li> <li>○ The software to be used and its characteristics (software for CAPI in the case of personal interviews; software for CAVI in the case of online personal interviews; web survey software; its ability to respond to the needs of the study, its accessibility and technical reliability),</li> <li>○ The training plan for the personnel involved in data collection, if personnel is in direct contact with the survey respondents during or after data collection.</li> <li>○ Detailed description of the measures for supervision and quality control to be implemented.</li> <li>○ Measures to ensure the safety of the interviewers during fieldwork, if the personnel are in direct contact with the survey respondents during or after data collection.</li> <li>○ Detailed budget.</li> </ul> </li> </ul> <p>The proposal must be signed, including the name and ID number of the representative and the name and tax identification number of the company.</p>	
<p><b>1.1. Technical quality of the project and suitability of the proposal to the contract content</b></p> <p>The adequacy of the methodology proposal to the contract content will be evaluated, particularly:</p> <ul style="list-style-type: none"> <li>• The degree to which the proposed sampling can generate a statistically representative sample of the adult population residing in each country, reflecting accurately its distribution in age, gender, and geographically, and</li> </ul>	0-45

<p>resulting in 1,500 (fifteen hundred) completed interviews per country (Please see the technical specifications document for our definition of “representative”). This evaluation includes an assessment of the possibility of oversampling immigrants if the percentage of immigrants in the country is &lt; 16.67% (0-10 points). The degree to which the proposed survey software meets the needs of the study, as described in the technical specifications document (0-4 points).</p> <ul style="list-style-type: none"> <li>• The degree to which the proposed methodology ensures that the sampling and survey implementation are maximally uniform across the 4 countries, ensuring comparability (0-5 points).</li> <li>• The quality of the proposed measures for quality control and monitoring throughout the data collection process, specifically, the extent to which these measures can enhance data quality (0-8 points).</li> <li>• The quality of the plan for training the personnel involved in data collection and if applicable, the degree to which the proposed measures for personnel safety protect the interviewers during fieldwork (0-4 points).</li> <li>• The level of detail in the proposed technical report to be delivered at the end of the contract (0-2 points).</li> <li>• The coherence and precision of the proposed methodology, both internally and with the proposed budget, and if applicable, the extent to which a change from Sweden to Denmark is technically justified (0-2 points).</li> </ul>	
<p><b>1.2. Methodological quality of data protection protocols and processes</b></p> <p>Specifically, the measures the entity already employs to protect participants' confidentiality and data security during the entire data collection and processing process will be evaluated (0-4 points).</p>	0-4
<b>Total subjective criteria</b>	<b>49</b>

<b>2. Automatically assessable criteria (objective)</b>	<b>Points</b>
<p><b>2.1. Economic offer.</b></p> <p>The economic offer with the lowest price will be awarded the maximum score, and the rest of the offers will be awarded the corresponding score according to 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><math>VP = 1</math></p> <p><i>Translation:</i>  <math>P_v</math> = Score of the offer to be evaluated  <math>P</math> = Points of the economic criteria  <math>O_m</math> = Price of the best offer  <math>O_v</math> = Price of the offer to be evaluated  <math>IL</math> = Bidding amount  <math>VP</math> = Weighting value (here 1)</p>	13
<b>2.2 Accreditations/certifications.</b>	0-4

<ul style="list-style-type: none"> <li>– Presentation of the accreditation ISO 20252: Yes (<u>2 points</u>), No (0 points).</li> <li>– Adherence to the ICC/ESOMAR International Code on Market, Opinion and Social Research and Data Analytics: Yes (<u>2 points</u>), No (0 points).</li> </ul>	
<p><b>2.3. Quality of the team to be assigned to the execution of the contract</b></p> <ul style="list-style-type: none"> <li>• The person in charge's previous experience with leading or coordinating multinational social science/university surveys (<u>0-3 points</u>): 3 or more projects (3 points), 2 projects (2 points), 1 project (0 points).</li> <li>• The person in charge's years of experience with leading surveys (<u>0-3 points</u>), according to the following formula:</li> </ul> <p>Score of the offer =</p> $3 \times \frac{\text{Experience in years of the person in charge of the offer to be evaluated}}{\text{Experience in years of the person in charge of offer with most years of experience}}$ <ul style="list-style-type: none"> <li>• Experience of the persons in charge in every country with carrying out multinational socio-scientific or socio-demographic surveys (<u>0-4 points</u>): 1 point per survey country where the person in charge has been previously responsible for the national coordination of a multinational social-scientific or social-demographic survey.</li> </ul> <p>This criterion is independent of the requirement as an assignment obligation in section J.4.</p>	0-10
<p><b>2.4. The level of involvement of the company's personnel in the data collection</b></p> <p>The highest score on this criterion will be given to the offer(s) that propose(s) to conduct all the interviews face-to-face, either in-person or online with videoconferencing, using CAPI or CAVI software (17 points). The lowest score will be given to the offer(s) where the company's personnel have no direct, personalized contact with respondents during or after the interview (0 points). For the rest of the proposals (for instance, where an interviewer or personnel is present in a proportion of the interviews or in a part of every interview/survey participation, where there is a personalized follow-up by the company's personnel to control a proportion or all cases (telephonically, online, or face-to-face), and/or where respondents can contact the company to ask questions), we will <i>inversely</i> rank all <math>n</math> offers (including offers with scores 0 or 17) from the lowest (ranking score 1) to the highest (ranking score <math>n</math>) involvement. The offers that have not received scores 0 or 17 will then be awarded scores according to the following formula:</p> <p>Score of the offer=</p> $17 \times \frac{\text{Inverse rank score of the proposal on the involvement of personnel in the data collection}}{n}$	0-17
<p><b>2.5. Reduction in the time of execution</b></p> <p>The highest score of this criterion (<u>7 points</u>) will be given to the offer with the highest number of days with which the deadline for the delivery of the data base, the contact details of the people who have agreed to participate in a follow-up interview, the implemented questionnaire, the technical report, and the signed consent forms is</p>	0-7



reduced, and the rest of offers will be awarded the corresponding score according to the following formula:  Score of the offer=  $7 \times \frac{\text{Time of execution in days of the offer with the largest reduction of time}}{\text{Time of execution in days of the offer to be evaluated}}$	
<b>Total objective criteria</b>	<b>51</b>
<b>Total award criteria</b>	<b>100</b>

#### L. Envelope Documentation:

• **L.1. Envelope A (administrative documentation):** European Single Procurement Document (DEUC in Catalan), the model approved by the Government of Catalonia (available at <https://contractacio.gencat.cat/web/.content/contractar/licitacio/deuc.pdf>), and, if applicable, the documentation established in clause 10.1 of this specification.

**L.2. Envelope B (offer with criteria subject to subjective evaluation):** Technical report for the provision of the contracted services, which must comply with the requirements established in the technical specifications document (PPT) and allow the evaluation of subjective award criteria.

**L.3. Envelope C (offer with criteria subject to automatic evaluation):** Offer drafted in accordance with the model in Annex No. 1 of this specification. Supporting documentation for compliance with technical specifications and the merits and capacities stated in their offer.

**IMPORTANT: The failure to submit any of the required envelopes will result in the automatic exclusion of the bidder.**

**M. Criteria for determining abnormally low bids:** An economic bid may be considered abnormally low when its amount is more than 25% lower than the arithmetic average of the set of all submitted bids.

This criterion is applied individually to each lot.

An offer may be deemed as abnormally low due to the inclusion of abnormal or disproportionate values or by indicating a price lower than the minimum wage costs per professional category according to the current labor agreement.

**N. Contract Manager:** Dr. Miranda J. Lubbers, Principal Investigator of the project.

#### O. Special Execution Conditions:

- Compliance with the ethical principles established in clause 22.12 of this specification.
- Application and compliance with the applicable collective agreement(s) in all phases of contract execution.
- Obligations regarding data protection established in clauses 22.8 and 22 bis of this specification.
- Management of waste in accordance with the regulations of the Waste Agency of Catalonia (*Agència de Residus de Catalunya*).

#### P. Essential Contractual Obligations:

- Compliance with the special condition(s) of execution established in Section O of this summary table.
- Compliance with the improvements that form part of the awardee's offer and that have been positively considered in the proposal evaluation.

- Allocation of sufficient human and/or material resources for the correct execution of the contract according to Section J.4 of this summary table.

**Q. Penalties:** those established in clause 26.2 of this specification.

**R. Subcontracting:** allowed.

**S. Obligation to Subrogate Workers:** no.

**T. Information about the procedure:** additional information about the specifications and other complementary documentation can be requested under the conditions established in clause 9.6 of this specification.

There are different ways to receive information or clarify doubts about the bidding:

- Directly through phone or email:
  - o Technical inquiries: [MirandaJessica.Lubbers@uab.cat](mailto:MirandaJessica.Lubbers@uab.cat)
  - o Legal or administrative inquiries: [uca@uab.cat](mailto:uca@uab.cat).

Inquiries made by interested parties and answered by the UAB will be published in the "questions and answers" section of the notice board of the contracting profile, whenever the UAB considers them of general interest.

- Notification system of the contracting profile according to clause 6.3 of this specification.

Doubts, inquiries, and/or requests for information must be submitted in writing to the indicated addresses, **no later than 6 days before the deadline for submitting bids**. Queries submitted later will try to be addressed, but **this cannot be guaranteed**. The subject of the message must include the code/number of the expedient.

It is also reminded that it is the duty of interested parties to periodically consult the contracting profile to stay informed about the status of the contracting procedure.

**U. Electronic Communication Means:** According to clause 6 of this specification, communications and notifications made during the contracting procedure and during the contract's validity will be conducted electronically through the e-NOTUM notification system.

For this purpose, notices of the availability of notifications and communications will be sent to the email addresses and mobile phones that the companies have provided for this purpose in the European Single Procurement Document (*DEUC in Catalan*). These data, together with the name, surname, and Tax Identification Number (NIF in Catalan) of the person(s) authorized to access electronic notifications, must be included in the "contact person(s)" section of Part II.A of the DEUC, in accordance with the indications of clauses 6.2 and 10.1 of this specification.

## **ADMINISTRATIVE CLAUSES SPECIFICATION**

### **Contract No. CONTR-39/2023**

Services for conducting a multinational face-to-face survey with CAPI (5 European countries)

#### **1. Legal Regime of the Contract**

1.1. The contract is of an administrative nature and is governed by this administrative clauses specification and the technical specifications, the clauses of which are considered an integral part of the contract. Additionally, it is governed by the current regulations on public procurement, mainly contained in the following provisions:

- a) Law 9/2017, of November 8, on Public Sector Contracts, transposing the Directives of the European Parliament and the Council 2014/23/EU and 2014/24/EU of February 26, 2014 (**hereinafter, LCSP**).
- b) Decree-law 3/2016, of May 31, on urgent measures in public procurement (**hereinafter, DL 3/2016**).
- c) Royal Decree 817/2009, of May 8, partially developing Law 30/2007, of October 30, on Public Sector Contracts (**hereinafter, RD 817/09**).
- d) General Regulation of the Law on contracts of public administrations, approved by Royal Decree 1098/2001, of October 12, to the extent not modified or repealed by the aforementioned provisions (**hereinafter, RGLCAP**).
- e) Law 39/2015, of October 1, on the Common Administrative Procedure of Public Administrations (**hereinafter, LPAC**).
- f) Law 26/2010, of August 3, on the legal regime and procedure of public administrations in Catalonia (**hereinafter, LRJP**).
- g) UAB Statutes.
- h) The remaining rules of administrative law apply subsidiarily and, in their absence, the rules of private law.

1.2. According to the UAB Statutes, the contracting authority is the Rector.

1.3. Information related to this procurement procedure can be consulted on the UAB contracting profile ([contractaciopublica.gencat.cat/perfil/uab](http://contractaciopublica.gencat.cat/perfil/uab)).

#### **2. Object of the Contract**

2.1. The object of the contract is described in section A.1 of the “Quadre Resum”, Summary Table (**hereinafter, QR**).

2.2. The lots into which the object of the contract is divided are identified in section A.2 of the QR.

2.3. Section A.3 of the QR establishes the corresponding coding according to the Common Vocabulary of Contracts (CPV).

2.4. Variant proposals are allowed, as indicated in section B of the QR, respecting the elements and conditions expressly established.

2.5. The administrative needs to be met through the contract are those specified in the technical specifications.

### 3. Economic Data of the Contract

3.1. The system for determining the contract price is indicated in section C.1 of the QR.

3.2. The budget base for tendering is determined in section C.2 of the QR. This is the maximum limit of expenditure (including VAT) that the contracting authority can commit under this contract, and it represents the maximum price that bidders can offer.

Submitting an economic offer above this limit is grounds for exclusion of the bidder.

3.3. The estimated value of the contract and the method used for its calculation are indicated in section C.3 of the QR. This value includes the total expense borne by the UAB (excluding VAT) that may be incurred in the execution of the contract, considering the total expected amount of the contract, extensions, planned modifications, and possible options (bonuses, discounts, etc.).

3.4. The price revision applicable to this contract is detailed in section C.4 of the QR. Periodic and predetermined price revision is only applicable when the contract has been executed at least 20% of its amount and at least two years have passed since its formalization.

3.5. The contract price is the one of the award and must include, as an independent item, VAT. The price must include all expenses that the contractor must incur to fulfill the contract, such as transportation, fees, ancillary and auxiliary works, and all taxes applicable to the service to be provided.

3.6. If applicable, the expenses of the published ads will be borne by the awardee, and the maximum amount is indicated in section C.5 of the QR.

If the contract is divided into lots, and consequently, there is more than one awardee, the expenses for ads will be proportionally distributed among the awardees based on the base budget of each lot.

3.7. The UAB has fulfilled all procedures to ensure the existence of credit for payment of the contract. The budget item to which this credit is attributed is mentioned in section H.1 of the QR.

If the contract is formalized in the budgetary year before the start of its execution, the award will be subject to the suspensive condition of having adequate and sufficient credit to finance the obligations arising from the contract in the corresponding budgetary year.

When the contract execution period spans more than one budgetary year, and multi-year scope expenditure is authorized, it will be indicated in section H.2 of the QR.

3.8. The payment method for the contract price is established in section H.3 of the QR.

3.9. If applicable, for informative purposes, section H.4 of the QR indicates the entity that subsidizes the contract amount in whole or in part.

### 4. Contract Duration

4.1. The contract duration is indicated in section D.1 of the QR.

4.2. The contract may be extended if provided for in section D.2 of the QR. The extension will be agreed upon by the UAB and will be mandatory for the contracting company, provided that notice is given at least 2 months before the end of the contract duration. If the contract duration is less than 2 months, the UAB is not obliged to give notice to the company.

The extension cannot be established through tacit agreement between the parties.

4.3. Notwithstanding the provisions of the preceding sections, when at the expiration of the contract, the new contract that ensures the continuity of the service to be provided by the contractor due to unforeseeable events for the UAB in the procurement procedure has not been formalized, and there are reasons of public interest not to interrupt the service, the original contract can be extended until the execution of the new contract begins, and in any case, for a maximum period of 9 months, without modifying the other conditions of the contract, provided that the tender notice for the new contract has been published at least 3 months before the end date of the original contract.

## 5. Method of Awarding

The award will be made through the procedure established in section I.1 of the QR and the process indicated in section I.2 of the QR.

## 6. Electronic Communication Means

6.1. According to the additional provision 15a of the LCSP, the procurement process involves the use of electronic means exclusively for notifications and communications derived from it.

6.2. The communications and notifications during the procurement process and the contract's validity will be made electronically through the e-NOTUM notification system, in accordance with the LCSP and the LPAC.

For this purpose, **the notifications and communication availability alerts will be sent to the email addresses and mobile phone numbers provided by the companies in the DEUC. The relevant data, along with the name, surname, and NIF (Tax Identification Number) of the authorized person(s) for accessing electronic notifications, must be included in the section related to "contact person(s)" of Part II.A of the DEUC**, as indicated in clause 10.1 of this document.

Once the email, and SMS if a mobile phone number is provided, is received indicating that the corresponding notification is available in e-NOTUM, the designated person should access it through the link sent for that purpose. The virtual space where the notification is stored can be accessed with a digital certificate or password.

The deadlines for actions following the notification will be counted from the date of the notification email if the notified act is published on the same day in the UAB's contracting profile. Otherwise, the deadlines will be counted from the reception of the notification by the company addressed.

6.3. Companies interested in this procurement process can subscribe to receive all related information through the subscription service provided on the UAB's contracting profile ([contractaciopublica.gencat.cat/perfil/uab](http://contractaciopublica.gencat.cat/perfil/uab)).

Bidders are automatically subscribed upon activation of their offer.

This subscription will enable immediate alerts to the subscribed persons' email addresses for any news, publications, or notices related to this procurement.

Furthermore, certain communications that need to be made on the occasion or as a result of the procurement and award process of this contract will be made through the announcement board associated with this procurement's virtual space ([contractaciopublica.gencat.cat/perfil/uab](http://contractaciopublica.gencat.cat/perfil/uab)). This electronic announcement board will provide indisputable evidence of authenticity, integrity, publication date, and time of the information published, both related to the procurement and the contract.

Bidders can also register in the bidder's profile, after authentication, to access a set of services aimed at facilitating access and management of contract files of their interest. To register, they must access

the "Bidder Profile" section of the Public Procurement Services Platform and have the required digital certificate.

6.4. Concerning digital certificates, according to the additional provision 1a of DL 3/2016, the use of an advanced electronic signature based on a qualified or recognized certificate for electronic signatures, as provided in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, will be sufficient for signing the DEUC and the bid.

Regarding foreign community certificates, qualified certificates from any EU country are accepted in accordance with Article 25.3 of Regulation (EU) No 910/2014 on electronic identification and trust services, as mentioned, which states that "a qualified electronic signature based on a qualified certificate issued in a Member State will be recognized as a qualified electronic signature in the rest of the Member States."

## 7. Eligibility to Contract

7.1. Natural or legal persons, Spanish or foreign, who meet the following conditions, are eligible to participate in this tender and sign the corresponding contract:

- Have legal personality and full legal capacity, according to Article 65 of the LCSP.
- Not be subject to any prohibition from entering into contracts, as specified in Article 71 of the LCSP, which they can demonstrate through any means established in Article 85 of the LCSP.
- Demonstrate the required solvency as specified in clause 9 of this document.
- Have the business or professional qualification, if applicable, required to perform the service that is the subject of the contract within the EU.
- In addition, when, as determined by applicable regulations, the company requires specific requirements regarding its organization, allocation of profits, financing system, or others to participate in the procurement procedure, these must be proven by the bidding companies.

Also, the services subject to this contract must fall within the purposes, objects, or scope of the bidding companies, as specified in their articles of incorporation or founding rules.

The circumstances relating to eligibility, solvency, and absence of prohibitions to contract must exist on the final date for submitting bids and must remain in effect at the time of contract formalization.

7.2. The legal capacity of Spanish companies and legal entities is proven by the deed of incorporation or modification registered in the Commercial Register, when required by commercial legislation. If not required, it is proven by the deed or document of incorporation, statutes, or founding minutes, specifying the regulations governing their activity, registered if necessary, in the corresponding official register. The company's NIF must also be provided.

The legal capacity of Spanish individual business owners is proven by presenting their NIF.

The legal capacity of companies from EU member states or signatories of the Agreement on the European Economic Area must be proven by registration in the appropriate professional or commercial registers of their member state of establishment or by submitting a sworn statement or one of the certifications indicated in Annex XI of Directive 2014/24/EU.

The legal capacity of foreign companies from states that are not EU members or signatories of the Agreement on the European Economic Area must be proven in accordance with Article 68 of the LCSP.

7.3. The UAB may contract with temporary joint ventures (TJVs) formed temporarily for this purpose, without the need to formalize them in a public deed until they have been awarded the contract.

The companies forming the TJV are jointly liable to the UAB and must appoint a representative or attorney with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its termination, notwithstanding that the companies grant joint powers for the collection and payment of significant amounts.

The duration of the TJV must coincide, at least, with that of the contract until its termination.

For other circumstances related to the participation of TJVs, Article 69 of the LCSP must be taken into account.

7.4. Companies that have participated in the preparation of the technical specifications or preparatory documents of the contract or have advised the contracting authority during the procurement process can participate in the bidding process, provided that their participation does not distort competition.

## 8. Solvency

8.1. Companies must demonstrate that they meet the minimum solvency requirements detailed in section J of the QR, either through the accreditation means listed in section J.2 of the QR or alternatively through the equivalent classification of this solvency, as indicated in section J.3 of the QR.

Companies that are unable to present the required references in section J of the QR to prove their economic and financial solvency for a valid reason will be authorized to prove it through any other document deemed appropriate by the contracting authority.

In contracts not subject to harmonized regulation, when the contractor is a newly created company, defined as having an age of less than 5 years, their technical solvency must be proven through one or more of the means listed in letters b) to i) of Article 90.1 of the LCSP, without applying the provisions of letter a) of the same article, which refers to the execution of a specific number of services.

8.2. If applicable, bidding companies must commit to dedicating or assigning the necessary personnel and/or material resources specified in section J.4 of the QR to execute the contract.

8.3. Bidding companies may use the capacities of other entities for the contract's execution, regardless of the legal nature of the ties they have with them, to prove their economic, financial, technical, and professional solvency, provided that these entities are not subject to contract prohibition and that the bidding companies demonstrate that they will effectively have the necessary resources throughout the contract's duration by presenting a written commitment from the mentioned entities.

However, with regard to criteria related to academic and professional qualifications and professional experience, companies can only rely on the capacities of other entities if those entities provide services requiring the mentioned capacities.

Under the same conditions, TJVs may use the capacities of the participants in the joint venture or other entities.

8.4. Community certificates of authorized entrepreneurs for contracting, referred to in Article 97 of the LCSP, constitute a presumption of suitability regarding the qualitative selection requirements specified therein.

8.5. In TJVs, all companies forming part of the TJV must prove their solvency, as indicated in section J of the QR. To determine the TJV's solvency, the solvency proven by each of its members is cumulated.



## 9. Submission of Proposals

9.1. In the case where the contract object is divided into lots, companies can submit an offer for all the lots.

9.2. Bidding companies, as specified in section I.3 of the QR, must submit the documentation that makes up their offers in **3 envelopes (A, B, and C)**, within the maximum period indicated in the tender specifications and the tender announcement. This should be done using the Digital Envelope tool accessible at the web address [contractaciopublica.gencat.cat/perfil/uab](https://contractaciopublica.gencat.cat/perfil/uab).

The acceptable format for electronic documents is primarily PDF, although for some specific tenders, documents in spreadsheet format (Excel) or others may be requested.

Support material on how to prepare an offer and the necessary technical specifications for submitting offers through the Digital Envelope tool can be found in the "Electronic Tender" section of the Public Procurement Services Platform, at the following web address:

[contractaciopublica.gencat.cat/ecofin\\_sobre/AppJava/views/ajuda/empreses/index.xhtml](https://contractaciopublica.gencat.cat/ecofin_sobre/AppJava/views/ajuda/empreses/index.xhtml)

Once companies access the Digital Envelope web tool through this link, they must fill out a form to register for the tool. Subsequently, they will receive a message at the designated email address(es) provided in the registration form for offer activation.

The email addresses that companies provide in the Digital Envelope registration form, which will be used to send emails related to the use of the Digital Envelope tool, must be the same ones designated in their DEUC (Unique Business Classification Document) to receive notifications and communications through e-NOTUM.

Bidding companies must keep the offer activation email since the link contained in the activation message is their exclusive access to submit their offers through the Digital Envelope tool.

When accessing the offer submission space through the provided link, bidding companies must prepare all the required documentation and attach it in electronic format to the corresponding envelopes. Companies can prepare and submit this documentation in stages before making the offer submission.

To initiate the document transmission, the tool will request that bidding companies enter a passphrase for each envelope containing encrypted documentation related to the tender (no passphrase is required for envelope A, as its documentation is not encrypted). The documentation will be encrypted at the time of submission using this passphrase. Likewise, the decryption of offer documents is done using the same passphrase, which must be safeguarded by bidding companies. It is crucial to properly safeguard this passphrase or passphrases (they can be the same for all envelopes or different for each), as only bidding companies have access to them (the Digital Envelope tool does not store or remember entered passwords), and they are essential for decrypting the offers and, therefore, accessing their content.

24 hours after the offer submission deadline has passed, the Digital Envelope tool will automatically request bidding companies, through the email provided in the offer registration form, to access the Digital Envelope web tool to enter their passphrases at the appropriate time.

Bidding companies must enter the passphrase before the encrypted envelopes are opened. However, it is recommended to enter it immediately upon receiving the request for passphrase entry.

Once the passphrases are entered by bidding companies, the process of decrypting the documentation will begin. The decrypted documentation will be stored in a secure virtual space that ensures inaccessibility to the documentation before, if applicable, the constitution of the committee and the opening of the envelopes, at the established date and time.



If a bidding company fails to enter the passphrase, the content of the encrypted envelope cannot be accessed. Thus, since the submission of offers through the Digital Envelope tool is based on encryption of the documentation and necessarily requires passphrase entry by bidding companies, who are the sole custodians throughout the process, the documentation of their offer that cannot be decrypted due to failure to enter the passphrase cannot be evaluated.

Once all the offer documentation is completed and attached, the actual offer presentation will take place. After the offer is submitted, the documentation transmitted cannot be modified.

In the event of a technical issue preventing the use of the Digital Envelope tool on the last day of proposal submission, the UAB will extend the submission deadline for as long as necessary, modifying the offer submission deadline accordingly. The corresponding amendment will be published on the UAB's contracting profile, and the date change will also be communicated to all companies that had activated their offer.

9.3. According to section 1.h of Additional Provision 16a of the LCSP, the submission of offers through the Digital Envelope tool can be done in two phases. First, the electronic imprint of the offer documentation must be transmitted within the offer submission period. Upon receipt, the offer will be considered submitted for all purposes. Subsequently, the actual offer documentation must be sent within a maximum period of 24 hours. Failure to make this second submission within the 24-hour period will be considered as withdrawal of the offer.

If this option is used, it should be noted that the documentation transmitted in this second phase must completely match the documentation previously submitted electronically, so no modification of the electronic files that constitute the offer documentation is allowed. Therefore, it is essential not to manipulate these files (e.g., making copies, even if they are identical in content) to ensure the electronic imprint remains unchanged. The electronic imprint will be checked to ensure the documents in the two-phase submissions match.

9.4. The offers submitted must be free of computer viruses and any type of harmful program or code; otherwise, the documents cannot be opened. It is the obligation of the contracting companies to run their documents through an antivirus, and if any offer documents are received with viruses, it will be the responsibility of the companies that the UAB cannot access the content of those documents.

If any document submitted by the bidding companies is damaged, blank, illegible, or affected by any computer virus, the tender committee will consider the legal consequences regarding the participation of that company in the procedure, arising from the impossibility of accessing the content of any of the offer documents. If essential documents for understanding or evaluating the offer are affected, the committee will decide to exclude the company.

Bidding companies may submit a backup copy of the electronically submitted documents in electronic physical support, which will be requested if necessary, to access the content of the documents in case of damage. In this regard, it is essential not to manipulate these files to avoid altering the electronic imprint, which will be checked to ensure the consistency of the documents in the backup copy submitted in electronic physical support and those submitted in the offer through the Digital Envelope tool. Furthermore, it should be noted that this backup copy cannot be used if the documents submitted through the Digital Envelope tool contain viruses since, in such cases, technical comparison of the electronic imprints is not possible, and the integrity of the offers cannot be guaranteed after the submission period has ended.

9.5. The Digital Envelope tool does not allow the submission of files larger than 25 Mb. Therefore, files of this size must be compressed or split into several parts. The partitioning must be done manually (without using automatic partitioning tools like WinZip or WinRAR) and without adding any passwords. The resulting files from the partitioning should be incorporated into the section of other numbered documentation (part 1 of 2, part 2 of 2).

**9.6. The UAB is not the owner nor does it have the competence to manage the Public Sector Contracting Platform, an IT tool managed by the Open Administration Consortium of Catalonia**

**("Consorti d'Administració Oberta de Catalunya"). Therefore, the UAB is not competent to resolve technical issues that bidders may encounter during the offer submission process.**

9.7. Interested parties in the tendering process can request additional information on the specifications and other supplementary documentation from the UAB. It should be noted that, according to Article 138.3 of the LCSP, the UAB must provide this information at least 6 natural days before the deadline for submitting offers, provided they have requested it at least 12 natural days before the offer submission deadline.

Interested parties in the tendering process can also contact the contracting authority to request clarifications regarding the provisions in the specifications or other documentation, through the questions and answers section on the virtual notice board of the tender space. These questions and answers will be public and accessible through the contracting authority's profile notice board.

9.8. Proposals are confidential, and their submission constitutes the unconditional acceptance by the bidding company of the contents of the present tender document and the technical specifications, as well as authorization for the UAB to consult the data contained in the Electronic Registry of Contracting Companies of the Government of Catalonia or the official registry of bidders and classified companies in the public sector or the official lists of economic operators of a European Union member state.

9.9. Each bidding company can only submit one proposal. It is also not allowed for a company to submit a proposal individually and participate in a joint tender (UTE) or be part of more than one UTE. Violation of these rules will result in the non-admission of any proposal submitted by that company.

## 10. Contents of the Envelopes

### 10.1. Contents of Envelope "A" (GENERAL DOCUMENTATION):

a) Single European Procurement Document (DEUC): This declaration must be completed following the template provided in the Digital Envelope tool, through which the following is declared:

- That the company is duly constituted and authorized to participate in the tender according to its corporate purpose, and the person signing the DEUC has the proper authority to submit the proposal and the DEUC.
- That the company meets the requirements of economic and financial, technical, and professional solvency, as per the minimum requirements specified in this tender. ***In this regard, Part IV of the DEUC (selection criteria) can be completed with a global indication concerning all the selection criteria, checking the affirmative option in the "Compliance with all the selection criteria" section.***
- That the company is not subject to any prohibition from contracting.
- That the company complies with all the other requirements established in this tender, which can be proved through the DEUC. For instance, according to Article 71.1, letter d) of the LCSP (Law on Public Sector Contracts), the compliance with the quota for reserving job positions and the obligation to have an equality plan must be evidenced through the DEUC.

Additionally, the DEUC must include the **name, surname, and tax identification number (NIF) of the authorized person(s) to access electronic notifications, along with their email addresses and, if applicable, mobile phone numbers to receive notification alerts**, as per clause 6 of this tender. To ensure the receipt of electronic notifications, it is recommended to designate multiple authorized persons to receive them, along with various email addresses and mobile phone numbers for notification alerts. This information must be provided in the section relating to "contact person or persons" in Part II.A of the DEUC.

Furthermore, bidders must indicate in the DEUC, if applicable, the information regarding the person or persons authorized to represent them in this tender.

The DEUC must be electronically signed by the person or persons who have the proper representation of the company to submit the proposal.

In the case of companies participating in the tender with the commitment to form a Temporary Joint Venture (UTE) if awarded the contract, each company must demonstrate its legal personality, capacity, and solvency by submitting a separate DEUC. In addition to the DEUC, they must provide a document stating their commitment to formally establish the UTE if awarded the contract.

If the bidding company relies on the solvency and resources of other companies in accordance with Article 75 of the LCSP or intends to subcontract, this circumstance must be indicated in the DEUC. Additionally, a separate DEUC must be submitted for each company upon whose solvency the bidding company relies or intends to subcontract to.

If the contract object is divided into lots, and different solvency requirements are specified for each lot, bidders must fill out a DEUC for each lot.

Bidding companies listed in a national database of a European Union member state, such as a virtual company record, an electronic document storage system, or a prequalification system, accessible free of charge, only need to provide in each section of the DEUC the information not listed in these databases. Therefore, companies registered in the Electronic Registry of Contracting Companies (RELI) of the Government of Catalonia or in the official registry of bidders and classified companies in the public sector (ROLECE) are only required to indicate in the DEUC the information not listed in those registries, or that is not current or updated. In any case, these companies must include in the DEUC the necessary information that allows the contracting authority, if applicable, to access the corresponding documents or certificates.

The submission of documentary evidence of compliance with the requirements indicated in this tender, whose compliance is stated in the DEUC, must be made by the bidding company that is proposed for awarding the contract due to submitting the best offer, prior to the award.

However, the UAB may request bidders to submit all or part of the documentary evidence of compliance with the preliminary requirements when doubts arise about the validity or reliability of the DEUC or when necessary for the smooth conduct of the procedure. Nevertheless, bidding companies registered in the RELI or ROLECE or listed in a national database of a European Union member state with free access are not obligated to submit the documentary evidence or other documentary proof of the data recorded in these registries.

b) Declaration of submission to Spanish courts and tribunals: Foreign companies must provide a declaration of submission to Spanish courts and tribunals of any jurisdiction for all incidents that may arise from the contract, with an express waiver of their own jurisdiction.

c) Commitment of allocation of material and/or personnel resources: Only if required in section J.4 of the QR (Qualification Requirements), bidders must submit a declaration committing to allocate specific material and/or personnel resources for the contract execution.

d) Provisional guarantee: Only if required in section G.1 of the QR, bidders must provide proof of the establishment of the provisional guarantee.

e) Regarding data protection, if applicable, bidders are obliged to indicate in this envelope if they plan to subcontract the servers or associated services, along with the name or the business profile, defined by reference to the professional or technical solvency conditions, of the subcontractors to whom they intend to subcontract the services.

## 10.2. Contents of Envelope "B" (Proposal with Criteria Subject to Value Judgment):

Envelope B must include the documentation specified in section L.2 of the QR, related to the award criteria subject to value judgment.

The inclusion in Envelope B of the economic offer, as well as any information of the offer that can be automatically evaluated and, therefore, must be included in Envelope C, will lead to the exclusion of the bidding company if it breaches the confidentiality of the offers or the obligation not to be aware of the content of the documentation related to objective evaluation criteria before that of subjective evaluation criteria.

## 10.3. Contents of Envelope "C" (Proposal with Criteria Automatically Evaluated):

Envelope C must include the documentation specified in section L.3 of the QR, related to the criteria for automatic evaluation, following the model provided in Annex 1 of this tender (included as a template in Envelope C of this tender within the Digital Envelope tool). It must also contain the proposals corresponding to other award criteria, if applicable, as per the contents indicated in the templates and annexes of this tender.

Economic proposals with omissions, errors, or amendments that do not allow a clear understanding of what is considered essential for their evaluation will not be accepted.

10.4. Through the Digital Envelope tool, companies must sign the "summary" document of their offers with an advanced electronic signature based on a qualified or recognized certificate. The signing of this document is considered the signature of the entire offer, as it contains the electronic imprints of all the documents composing it.

**IMPORTANT:** The digital certificate used must be validated by the Platform for Public Procurement Services of the Government of Catalonia according to the security level and technical requirements established under the Law 59/2003 on Electronic Signature. The UAB uses the Platform and cannot provide support regarding technical requirements and electronic signatures.

The proposals must be signed by the legal representatives of the bidding companies, and in the case of companies that participate with the commitment to form a Temporary Joint Venture (UTE) if awarded, the representatives of all the participating companies must sign.

## 11. Confidentiality

Bidders may indicate, for each document for which it has been indicated in the Digital Envelope tool that it may contain confidential information, whether it contains such information.

The documents and data submitted by bidders may be considered confidential if they include industrial, technical, or commercial secrets and/or intellectual property rights, and their disclosure to third parties could be contrary to their legitimate commercial interests and/or harm fair competition among companies in the sector. Confidentiality also applies to any other information with content that could be used to distort competition, whether in this tender procedure or in subsequent ones.

Documents classified as public access documents and the data included in the DEUC (Single European Procurement Document) or the company's economic offer are not considered confidential and will be subject to public disclosure during a public act.

The bidder's declaration of confidentiality must be necessary and proportionate to the purpose or interest it seeks to protect and must expressly and reasonably specify the documents and/or data provided that are considered confidential. Generic or unjustified declarations of confidentiality will not be accepted.

Notwithstanding the bidder's declaration of confidentiality, the UAB (Universitat Autònoma de Barcelona) shall assess whether such qualification is correct, in accordance with the principles of publicity and transparency governing administrative actions, and correct it if necessary, after giving the bidders the opportunity to be heard.

## 12. Contracting Board

12.1. The contracting board consists of the following members:

- President: Xavier Ramos Morilla, Vice-Rector of Economics
- Vice-President: Maria Cendrós Carreras, Deputy Manager of Economics
- Member 1: Pedro de Alcántara-García Briones, Head of the Legal Cabinet
- *Alternate Member 1: Montserrat Tarjuelo Jacas, Legal Advisor of the Legal Cabinet*
- Member 2: Sònia Hernández Tejada, Executive Secretary of the Social Council
- *Alternate Member 2: Concepció Ibáñez Aranda, Technician of the Social Council*
- Member 3: Dr. Miranda J. Lubbers, Principal Researcher of the Project
- Member 4: Dr. Michał J. Bojanowski, Project Researcher
- Secretary: Roger Casanova de Vilalta, Head of the Administrative Contracting and Procurement Office
- *Alternate Secretary: Marta Miracle Babià, Head of the Administrative Contracting Unit*

The board may include special advisors in its meetings with voice but without voting rights.

12.2. The contracting board is entrusted with the functions established in Article 326.2 of the LCSP (Law on Public Sector Contracts) and Article 22 of RD 817/09.

12.3. All minutes of the board relating to the award procedure will be published on the UAB's contractor profile.

## 13. Determination of the Best Offer

13.1. For the evaluation of proposals and the determination of the best offer, the award criteria specified in section K of the QR (Qualification Requirements) must be taken into account.

13.2. Initially, the contracting board will meet to qualify the documentation contained in Envelopes "A."

If no rectifiable defects are observed, the Envelopes "B" submitted by the admitted companies will be opened, and the documentation contained therein will be delivered to the body responsible for its evaluation.

13.3. If rectifiable defects are observed at the time of opening Envelopes "A," the affected bidding companies will be notified to correct them within 3 business days.

Once rectified, if applicable, the defects in the documentation contained in Envelope "A," the board will evaluate it and determine the companies admitted to the tender and those excluded, as well as, if applicable, the reasons for the exclusion.

Subsequently, the Envelopes "B" submitted by the admitted companies will be opened, and the documentation contained therein will be delivered to the body responsible for its evaluation.

13.4. Without prejudice to the communication to interested parties, these circumstances will be made public through the UAB's contractor profile.

Moreover, according to Article 95 of the LCSP, the board may request clarifications from bidders about the certificates and documents presented or require them to submit additional documents. Bidders will have a period of five natural days to do so, which cannot be submitted after the proposals have been admitted.

Requests for clarifications or amendments will be made through the functionality provided by the Digital Envelope tool, through which an email will be sent to the address(es) provided by the bidding companies in the registration form, including the link to access the space in the tool where the corresponding documentation must be provided.

These requests for amendments or clarifications will be communicated to the company via electronic communication through e-NOTUM, in accordance with clause 6 of this tender.

13.5. Once the evaluation of proposals is completed according to the award criteria subject to value judgment, the public act to open Envelopes "C" will be convened.

The board may request technical reports it deems necessary before formulating its proposal for award. It may also request these reports when necessary to verify that the offers comply with the technical specifications of the specifications. Proposals that do not meet these requirements will not be subject to evaluation.

On the date, place, and time indicated in the corresponding call, a public act will be held to disclose the scores obtained by each company regarding the award criteria subject to value judgment. Subsequently, the Envelopes "C" submitted by the companies will be opened.

The evaluation report on the criteria for award that can be quantified through a value judgment for each proposal will be published on the UAB's contractor profile.

Once the act of opening the envelopes is concluded, present bidding companies may raise any necessary observations before the board, which must be reflected in the minutes.

13.6. The board may request and allow clarification or correction of errors in the offers when they are of a material or formal nature, not substantial, and do not prevent the understanding of the offer. However, such clarifications or corrections cannot modify or specify the offer to ensure the principle of equal treatment among bidding companies

## **14. Resolution of Ties**

In the event that two or more offers have obtained the same total score, the tie will be resolved by applying the following social criteria in order, referring to the moment of the deadline for submitting proposals:

- 1) Having an equality plan for people with disabilities.
- 2) A higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each company; in case of equality, the company with the highest number of fixed workers with disabilities or the highest number of workers in inclusion in the workforce will prevail.
- 3) A lower percentage of temporary contracts in the workforce of each company.
- 4) Having a gender equality plan.



- 5) A higher percentage of women employed in the workforce of each company.
- 6) Having a protocol against sexual harassment, harassment based on gender, sexual orientation, identity, or gender expression.
- 7) Drawing lots, in case the application of the previous criteria does not lead to a tie-break.

Bidding companies must provide the supporting documentation for the tie-breaking criteria at the time the tie occurs, not beforehand.

## 15. Abnormally Low Bids

The determination of offers that present abnormal values must be made based on the limits and objective parameters established in section M of the QR (Qualification Requirements).

If one or more of the submitted offers are presumed to be abnormal, the contracting board will request the bidders who submitted them to justify and explain in detail the low level of prices, costs, or any other parameter upon which the abnormality of the offer has been defined. For this reason, the board will require bidders to provide the necessary clarifications regarding the feasibility of the offer and the relevant justifications. The bidding company will have a period of 5 business days to submit the information and documents that are relevant for this purpose.

Requests for justification will be made through the functionality provided by the Digital Envelope tool, through which an email will be sent to the address(es) provided by the bidding companies in the registration form, including the link to access the space in the tool where the corresponding documentation must be provided.

This requirement will be communicated to the company via electronic communication through e-NOTUM, in accordance with clause 6 of this tender.

After this period, if the contracting board does not receive the requested information and justification documentation, it will inform the contracting body, and the proposal will be considered unable to be completed, leading to the exclusion of the bidding company from the procedure.

If the board receives the requested information and justification documentation within the specified period, it will evaluate it and submit the corresponding proposal for acceptance or rejection of the proposal, duly motivated, to the contracting body. The contracting body will then decide, with prior technical advice from the relevant service, whether to accept the offer, considering its viability to be proven, or to reject it if deemed otherwise.

The contracting body will reject offers presumed to be abnormal if they are based on inadequate assumptions or practices from a technical, economic, or legal perspective. Similarly, offers will be rejected if it is found that they are abnormally low because they violate subcontracting regulations or fail to meet applicable environmental, social, or labor obligations, both at the national and international levels, including the non-compliance with current sectorial collective agreements, in accordance with Article 201 of the LCSP.

## 16. Classification of Offers and Document Requirements prior to Award

16.1. Once the offers have been evaluated, the contracting board will submit a proposal for the classification of the offers in descending order of score and subsequently forward the corresponding award proposal to the contracting body.

Once the contracting body has accepted the proposal from the board, the Administrative Contracting Unit of the UAB will request the bidder with the best offer to submit the documentation mentioned below within a period of 10 business days, starting from the day after receiving the request.

This request will be made through electronic notification via e-NOTUM, in accordance with clause 6 of these specifications.

The submission of documentation will take place through the functionality provided by the Digital Envelope tool, through which an email will be sent to the address(es) provided by the bidding companies in the registration form, including the link to access the space in the tool where the corresponding documentation must be provided.

The bidding company with the best offer must provide the following documentation (this documentation, if applicable, must also be provided regarding the capacities of the companies it relies on):

**A) Companies NOT registered in the RELI or ROLECE:**

- Documentary evidence of legal capacity and legal personality, in accordance with the provisions of clause 7 of these specifications.
- Documents proving the representation and legal personality of the signatories of the offers:
  - Power of attorney to appear or sign proposals.
  - NIF (Tax Identification Number) or passport of the authorized representative.
- Documentary evidence of compliance with specific solvency requirements or the corresponding classification certificate, in accordance with what is specified in section J.2 or J.3 of the QR.
- Documentary evidence of the deposit of the final guarantee at the Caixa General de Dipòsits of the Generalitat de Catalunya or authorization of withholding of the amount in accordance with clause 18.3 of these specifications (following the authorization model provided by the UAB).
- Supporting documents to prove that the company is up-to-date with tax obligations and obligations with the Social Security:

a) Regarding the Tax on Economic Activities:

- If the bidding company is liable for the Tax on Economic Activities and is obliged to pay this tax, it must submit the registration document for the current year in the corresponding section related to the contract's object or the latest receipt of the tax. This must be accompanied by a responsible declaration of not having been deregistered from the Tax register.
- If the bidding company is exempted under any of the cases listed in section 1 of article 82 of the consolidated text of the law regulating local taxes, approved by Royal Legislative Decree 2/2004, of March 5, a responsible declaration specifying the legal exemption and the document of registration in the taxpayer census must be provided.

b) Regarding other tax obligations and obligations with the Social Security:

- Positive certificate from the State Tax Agency proving that the company is up-to-date with tax obligations and does not have any outstanding tax debts with the State.
- Positive certificate from the Social Security Treasury indicating compliance with obligations with the Social Security.
- Positive certificate from the delegated and territorial interventions proving that the company is up-to-date with tax obligations with the Administration of the Generalitat de Catalunya.
- If applicable, documents proving the effective availability of resources committed to the contract, as required in section J.4 of the QR.



- If applicable, certificates attesting to compliance with quality assurance and environmental management standards, as required in section J.5 of the QR.
- If applicable, if the company relies on the capacities of other entities, a commitment to have the necessary resources as referred to in article 75.2 of the LCSP.
- If applicable, proof of payment of the corresponding advertising expenses, as required in section C.5 of the QR.

**B) Companies registered in the RELI or ROLECE:**

- Documentary evidence of the deposit of the final guarantee at the Caixa General de Dipòsits of the Generalitat de Catalunya or authorization of withholding of the amount in accordance with clause 18.3 of these specifications (following the authorization model provided by the UAB).
- If the information contained in the RELI or ROLECE is not up-to-date at the time of submitting the documentation, the necessary documentation must be provided to prove the current situation of the registered company.
- If applicable, documents proving the effective availability of resources committed to the contract, as required in section J.4 of the QR.
- If applicable, certificates attesting to compliance with quality assurance and environmental management standards, as required in section J.5 of the QR.
- If applicable, if the company relies on the capacities of other entities, a commitment to have the necessary resources as referred to in article 75.2 of the LCSP.
- If applicable, proof of payment of the corresponding advertising expenses, as required in section C.5 of the QR.

16.2. Once the bidding company with the best offer has submitted the required documentation, it will be evaluated. If there are defects or correctable errors in the submitted documentation, the affected company must be informed so they can correct or amend them within a maximum period of 3 business days.

Requests for corrections will be made through the functionality provided by the Digital Envelope tool, through which an email will be sent to the address(es) provided by the bidding company or companies in the registration form, including the link to access the space in the tool where the corresponding documentation must be provided.

These correction requests will be communicated to the company via electronic communication through e-NOTUM, in accordance with clause 6 of these specifications.

16.3. If the documentation requirement is not adequately fulfilled within the specified period or within the period provided by the contracting board for correction, it will be considered that the bidding company has withdrawn its offer. The Administrative Contracting Unit will then proceed to request the same documentation from the next classified bidding company, following the order in which the offers were classified. This action entails a penalty of 3% of the base bidding budget, excluding VAT, which will be charged first against the provisional guarantee, if any, that was constituted, and may also result in declaring the company prohibited from contracting in accordance with Article 71.2.a) of the LCSP.

Likewise, any falsehood in the declarations made by the bidding companies in the DEUC or other declarations may lead to the cause of prohibition from contracting with the public sector as provided in Article 71.1.e) of the LCSP.

## 17. Award of the Contract

Once the documentation required in clause 16 has been submitted, the contracting body must agree to award the contract to the company or companies proposed as the awardee(s) within 5 business days after receiving the said documentation.

The tender cannot be declared void if there is any proposal that is admissible according to the criteria specified in these specifications. If this procedure were declared void, it would be published on the contracting profile.

The award resolution must be notified to the bidders via electronic notification through e-NOTUM, in accordance with clause 6 of these specifications, and must be published on the contracting profile within 15 natural days, indicating the deadline for the contract formalization.

To this effect, a notice of notification availability will be sent to the email address provided by the bidding companies when submitting their proposals (and to the mobile phone if provided). The email will also contain the link to access the notification.

## 18. Guarantees

18.1. The provisional guarantee is only required when established in section G.1 of the QR and for the determined amount. It can be constituted in any of the forms provided in section 2 of this clause.

The provisional guarantee is automatically extinguished and will be returned to the bidding companies immediately after the contract is perfected. In any case, the provisional guarantee must be returned to the selected bidder as the awardee once they have constituted the final guarantee, and the amount of the provisional guarantee can be applied to the final guarantee or proceed with the new constitution of the latter.

18.2. The amount of the final guarantee is indicated in section G.2 of the QR.

18.3. Section G.3 of the QR indicates the options available to the company proposed as the awardee for constituting the final guarantee in accordance with Article 108 of the LCSP:

- If the company chooses to constitute it through deposit at the Caixa General de Dipòsits of the Generalitat de Catalunya, it can be constituted in any of the following ways:
  - a) In cash or in public debt securities, subject, in each case, to the conditions established by regulations. Cash and certificates of immobilization in the listed securities must be deposited with the Caixa General de Dipòsits of the Generalitat de Catalunya or with the deposit boxes of the territorial treasuries.
  - b) By means of a guarantee provided in the form and conditions established by regulations, by any of the banks, savings banks, credit cooperatives, credit financial establishments, and mutual guarantee societies authorized to operate in Spain. The guarantee must be deposited in any of the establishments mentioned in item a).
  - c) By means of an insurance bond contract with an insurance company authorized to operate in accordance with the form and conditions established by regulations. The certificate of the insurance policy must be delivered to the establishments indicated in item a).
- If the company chooses to constitute it through retention in the price, the UAB will apply a retention on the first issued invoice. If the amount of this invoice is not sufficient to cover the guarantee, the retention will be applied to subsequent invoices until the corresponding amount is retained.

When the UAB requests the guarantee before awarding the contract, the company must present the receipt of the guarantee deposit at the Caixa General or the authorization of retention following the authorization model provided by the UAB.

18.4. In the case of Temporary Joint Ventures (UTE), if the provisional or final guarantee has been deposited at the Caixa General de Dipòsits, it can be constituted by one or more of the participating companies, as long as together they reach the amount required in section G.2 of the QR and jointly guarantee all the companies forming the UTE.

18.5. The final guarantee is liable for:

- a) The obligation to formalize the contract within the established deadline, in accordance with clause 19 of these specifications.
- b) The penalties imposed on the contractor in accordance with clause 26.2 of these specifications.
- c) The proper execution of the services provided under the contract, including the improvements offered by the contractor and accepted by the UAB, the expenses incurred by the UAB due to the contractor's delay in fulfilling its obligations, and damages caused to the UAB as a result of the execution or non-compliance with the contract, when not leading to termination.
- d) The confiscation that may be decreed in cases of contract termination, in accordance with the provisions of this contract or the LCSP.
- e) The absence of defects or faults in the services provided during the warranty period specified in the contract.

18.6. The warranty period is specified in section G.4 of the QR, which will be counted from the date of contract receipt.

The return or cancellation of the final guarantee will take place once the warranty period has expired, and the contract has been satisfactorily fulfilled or resolved for reasons not attributable to the contractor.

In the case of partial reception, the contractor can only request the return or cancellation of the proportional part of the guarantee when expressly authorized in section G.4 of the QR.

In the case of contract assignment, the guarantee provided by the assignor will not be returned or canceled until the guarantee of the assignee has been constituted.

18.7. When, as a consequence of a modification of the contract, its total value experiences a variation, the constituted guarantee must be adjusted to the necessary amount to maintain the proper proportion between the guarantee and the budget of the contract in force at each moment, within a period of 15 natural days from the date the company is notified of the modification agreement.

For these purposes, the variations in price resulting from a price revision of the contract in accordance with clause 3.4 of these specifications will not be considered.

## **19. Contract Formalization**

19.1. The contract must be formalized in an administrative document through advanced electronic signature based on a qualified or recognized certificate for electronic signature.

19.2. Since, according to Article 44 of the LCSP, the award of the contract is subject to special recourse in matters of contracting, the formalization of the contract will take place once a minimum period of 15 business days has elapsed since the notification of the award is sent to the bidding companies.

Once the aforementioned period has passed without any appeal being filed that results in the suspension of the contract formalization, the Administrative Contracting Unit will request the awardee to formalize the contract within a maximum period of 5 natural days from the day after receiving the request.

19.3. If, due to reasons attributable to the awardee, the contract is not formalized within the deadline set by the UAB, an amount equivalent to 3% of the base bidding budget, excluding VAT, will be demanded from them as a penalty. This amount will be charged first against the final guarantee, if constituted. Additionally, this may result in declaring the company prohibited from contracting, in accordance with Article 71.2.b) of the LCSP.

In case the contract is not formalized with the awardee company, it will be awarded to the next company that has submitted the best offer according to the order in which the offers have been classified, with prior submission of the documentation referred to in clause 16. The deadlines established in the previous paragraphs will apply in this case.

If the contract is not formalized within the indicated deadline due to reasons attributable to the UAB, the awardee company must be compensated for damages caused by the delay.

19.4. Companies that have participated with the commitment to constitute a Temporary Joint Venture (UTE) must present, once the contract is awarded to them, the public deed of constitution of the UTE. This deed must include the appointment of the representative or the single authorized person of the joint venture with sufficient powers to exercise the rights and fulfill the obligations derived from the contract until its termination.

19.5. The contract is perfected with its formalization, and this is an essential requirement to start its execution.

19.6. In terms of data protection, before formalizing the contract, the awardee company must submit a declaration indicating where the servers will be located and from where the associated services will be provided, in accordance with clause 22 bis of this document.

19.7. The Administrative Contracting Unit will send the notice of formalization to the Official Journal of the European Union (DOUE) within a maximum period of 10 natural days after the contract is formalized for publication. It will also be published on the contracting profile, along with the signed contract document, within a maximum period of 15 natural days after formalization, once the notice is published in the DOUE.

19.8. Once the contract is formalized, the Administrative Contracting Unit will communicate the basic data, including the identity of the awardee company, the contract award amount along with the corresponding VAT breakdown, to the Public Registry of Contracts of the Government of Catalonia. Subsequently, if applicable, any modifications, extensions, variations in deadlines or prices, the final amount, and the termination of the contract will also be communicated.

The contractual data communicated to the public register of contracts is public, subject to the limitations imposed by data protection regulations, provided they are not confidential.

## **20. Decision not to award or enter into the contract and withdrawal**

The UAB may decide not to award or enter into the contract for duly justified reasons of public interest, with the corresponding notification to the bidding companies before contract formalization.

The UAB may also withdraw from the procedure, before contract formalization, by notifying the bidding companies, when an irreparable breach of the contract preparation rules or the regulations governing the award procedure is observed.

In both cases, the bidding companies will be compensated for the expenses incurred.

The decision not to award or enter into the contract and the withdrawal from the award procedure will be published on the contracting profile.

## 21. Contract Manager

The contract manager, indicated in Section N of the QR, performs the following functions:

- Supervise the contract's execution and make decisions and issue necessary instructions to ensure the correct execution of the performance, within the powers granted by the contracting body.
- Issue the proposal report on the imposition of penalties.
- Issue the proposal report for contract modification in accordance with clause 28 of this document.
- Issue a report determining if the delay in execution is attributable to the contractor.

## 22. Contractor's Obligations in Contract Execution

22.1. The contract must be executed in accordance with the clauses of this document and the technical specifications, as well as the instructions provided by the contract manager referred to in clause 21 of this document. The execution must also comply with the current regulations in public sector contracting.

22.2. The UAB will carry out inspections, verifications, and surveillance to ensure the proper execution of the contract and may issue appropriate instructions for its correct compliance.

22.3. The special conditions related to the contract execution, which must be complied with by the contracting company or companies and, if applicable, by subcontractors, are established in section O of the QR.

22.4. The awardee company is obliged to implement measures derived from the Law 31/1995, of November 8, on occupational risk prevention, and its regulatory development, as far as it is applicable.

At the beginning of the service, the awardee must submit an explanatory summary of the preventive measures adopted regarding occupational risk prevention. Additionally, they must communicate any organizational changes related to occupational risk prevention.

The awardee must provide the assessment of occupational risk, as well as the training and information of its workers in this matter. The awardee must appoint one or two safety coordinators, specifically for the UAB, who will act as the liaisons with the UAB's Prevention Service. This appointment must be made by filling out the specific register, which can be requested via email to [a.prevencio.assistencia@uab.cat](mailto:a.prevencio.assistencia@uab.cat).

The awardee must inform all its workers about the UAB's internal safety and health regulations, as well as the emergency instructions established at the UAB.

The awardee is responsible for ensuring compliance with regulations by its workers within the UAB facilities. To comply with the UAB's internal regulations on prevention, the company must be aware of the "[Guide on Safety and Health for External Companies](#)" and return the receipt from the last page (page 35) to the UAB's Prevention Service (Rectorate Building, 1st floor). The guide can be downloaded from the UAB website [https://intranet-nova.uab.es/doc/Guia\\_empresas\\_externes](https://intranet-nova.uab.es/doc/Guia_empresas_externes). The company only needs to complete and submit the receipt once, even if it has multiple contracts within the UAB.

In maintenance, surveillance, and cleaning service contracts, in accordance with Law 4/1997, on civil protection in Catalonia, and according to the General Campus Self-Protection Plan, in case of emergency, the contractor and all its workers must follow the orders of the General Emergency Situation

Committee (CSEG) and collaborate in controlling the consequences of the emergency under the orders of the General Intervention Team leader.

22.5. The contracting company must comply with the applicable obligations in environmental, social, or labor matters established by European Union law, national law, collective agreements, or provisions of environmental, social, and labor international law that bind the State. This includes those specified in Annex V of the LCSP.

The company is also obliged to comply with the current provisions regarding the social integration of people with disabilities and fiscal regulations.

Non-compliance with the mentioned environmental, social, or labor obligations, especially repeated delays or failures to pay salaries or the application of lower wage conditions than those derived from collective agreements, which are serious and intentional, will lead to the imposition of penalties as referred to in clause 26.2 of this document.

22.6. The contracting company must apply measures to promote gender equality in the execution of the service.

22.7. The contracting company, concerning personal data it has access to during the contract, must comply with the provisions of Organic Law 3/2018, of December 5, on the protection of personal data and the guarantee of digital rights, the development regulations, and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and the free movement of such data, repealing Directive 95/46/EC.

This obligation, in accordance with Article 202.1 of the LCSP, is established as a special condition of contract execution and constitutes an essential contractual obligation. Failure to comply with it will be considered a breach of a fundamental contract obligation and may lead to contract termination.

The documentation and information that may arise or be accessed during the execution of the services under this contract and that correspond to the personal data processing by the contracting administration is confidential and may not be wholly or partially reproduced by any means or support. Therefore, it may not be subjected to treatment or computer editing, or transmitted to third parties outside the strict scope of the direct execution of the contract.

22.8. The awardee will transfer the intellectual or industrial property rights to the UAB when the contract is for services related to the development and provision of products protected by intellectual or industrial property rights.

22.9. The awardee shall bear the expenses related to transport, personnel, and any others attributable to them according to current legislation, especially those arising from technical assistance during the warranty period.

22.10. If necessary, the awardee company must provide sufficient training to the personnel designated by the UAB for the proper execution of the service subject to this contract.

22.11. The awardee must submit to the UAB:

- Monthly, a copy of the Social Security payment receipts for the personnel under their responsibility (TC1 and TC2).
- Quarterly, a copy of the income and withholding tax returns for the same personnel (Model 110 or 111).
- Semi-annually, a certificate attesting to compliance with tax obligations with the Ministry of Finance and Social Security.

- Annually, a certificate attesting to compliance with tax obligations with the Ministry of Economy and Finance of the Government of Catalonia.

22.12. In accordance with Article 55.2 of Law 19/2014, of December 29, on transparency, access to public information, and good governance, bidders and contractors assume the following obligations:

- a) Observe the principles, norms, and ethical canons relevant to the activities, professions, and/or functions corresponding to the services object of the contracts.
- b) Refrain from carrying out actions that jeopardize the public interest.
- c) Report irregular situations that may arise in public procurement processes or during contract execution.
- d) Refrain from engaging in actions aimed at or that may have the effect of hindering, restricting, or distorting competition, such as collusive or fraudulent competition behaviors (bid rigging, elimination of bids, market allocation, bid rotation, etc.).
- e) Respect confidentiality agreements and rules.
- f) Collaborate with the contracting body in the actions it carries out for monitoring and/or evaluating contract compliance, particularly by providing the information requested for these purposes. This applies to transparency obligations that directly concern the contractors and relate to the contracting administration or administrations, as required by law.

22.13. The awardee must take into account what is established in RD 1112/2018, of September 7, on accessibility of websites and mobile applications of the public sector. Therefore, it must apply the standard "[UNE-EN 301 549. Requirements for accessibility of ICT products and services](#)". This standard is the official Spanish version of [EN 301 549 V2.1.2 \(2018-08\) Accessibility requirements for ICT products and services](#), declared as a harmonized standard in Commission Implementing Decision (EU) 2018/2048 of December 20, 2018, and is equivalent to compliance with all level A and AA requirements of [WCAG 2.1](#).

These obligations are considered special conditions of contract execution.

## **22. bis. Obligations arising from the processing of personal data**

The personal data that will be provided by the UAB to the contractor or to which the contractor has access, generates or processes during the performance of the services subject to the contract, are transferred to the contractor solely and exclusively for the purpose of executing the services subject to the contract and cannot be processed by the contractor for any other purpose.

As indicated in the previous clause, the contractor is obliged to comply in any case with the national and European Union regulations on data protection.

Before the contract is formalized and within the period required, the awarded company must submit a declaration indicating where the servers will be located and from where the associated services will be provided.

During the contract's validity, the contractor must inform the UAB of any changes that occur in the information provided in the declaration referred to in the previous point.

Bidders shall be obliged to indicate in their offer whether they plan to subcontract the servers or associated services, the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they will entrust their performance.



In any case, the contractor, in its capacity as data processor, may not use another data processor (sub-processor) without the prior written authorization, specific or general, of the UAB. In the event of a general authorization, the contractor must inform the UAB of any planned changes in the incorporation or replacement of other data processors, thus giving the UAB the opportunity to object to such changes.

The personnel who execute the contract on behalf of the contractor shall be obligated to maintain professional secrecy regarding the information or personal data to which they have access incidentally and shall not make them available to third parties or disclose them by any means, nor submit the data to any re-identification process aimed at determining the relationship of the information with identified or identifiable natural persons.

To this end, the contractor shall have its employees sign a formal commitment to confidentiality. The UAB may require the contractor to provide evidence of the formalization of this commitment or that its staff is subject to a statutory obligation of confidentiality.

In the event of non-compliance with the mentioned obligations, the contractor's personnel shall acquire the status of data controller and shall be personally responsible for the violations committed.

The obligations established in this clause shall also be applicable to authorized subcontractors who must have access to personal data. Subcontractors shall be subject to national and European Union regulations on data protection, which shall also be a special condition of contract execution with the nature of an essential contractual obligation, the breach of which shall be cause for termination. In accordance with Article 28.4 of the GDPR, the contractor shall impose on the other processor (sub-processor/subcontractor), by means of a contract, the same data protection obligations as those stipulated in this Specification, in the contract, and in the data processing agreement and, in particular, the provision of sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing complies with the provisions of the GDPR. The contractor shall be fully responsible to the UAB for any breaches by the sub-processor/subcontractor. Consequently, the contractor shall assume full responsibility for the execution of the contract with the UAB.

The obligations established in this clause, in accordance with Article 202.1 of the LCSP, are established as a special condition of contract execution, also having the nature of essential contractual obligations, the non-compliance of which shall be considered non-compliance with a principal contract obligation, and shall be cause for contract termination.

## **23. Special rules regarding the contractual company's labor personnel**

23.1. The selection of the personnel who meet the qualification and experience requirements stipulated in the specifications and who will be part of the workforce assigned to the contract's execution is the sole responsibility of the contractual company, without prejudice to the verification of compliance with those requirements by the contract manager.

The contractual company shall ensure that there is stability in the workforce, and any changes in its composition shall be occasional and justified, so as not to disrupt the proper functioning of the service, keeping the contract manager informed at all times.

23.2. The contractual company undertakes the obligation to exercise the direction and control inherent in an employer, in a real, effective, and continuous manner, over the personnel comprising the workforce responsible for executing the contract. In particular, it shall negotiate and pay salaries, grant permits, licenses, and vacations, substitute workers in cases of illness or absence, fulfill legal obligations in matters of Social Security, including the payment of contributions and the payment of benefits, if applicable, fulfill legal obligations in matters of occupational risk prevention, exercise disciplinary authority, as well as all the rights and obligations derived from the contractual relationship between the worker and the employer.



23.3. The contractual company must ensure that the workers assigned to the execution of the contract perform their activity without exceeding the functions specified in the specifications as the contract's object.

23.4. The contractual company must appoint at least one technical coordinator or manager within its own staff, who will have the following obligations:

- a) Act as the liaison between the contractual company and the personnel comprising the workforce assigned to the contract's execution, on the one hand, and the UAB, on the other hand, regarding all matters related to the execution of the contract.
- b) Distribute the work among the personnel responsible for the contract's execution and give these workers the necessary work orders and instructions related to the provision of the contracted service.
- c) Supervise the correct execution by the personnel comprising the workforce of the functions entrusted to them and control the attendance of the said personnel at the workplace.
- d) Organize the vacation schedule of the personnel assigned to the contract's execution, coordinating adequately with the UAB to avoid disrupting the proper functioning of the service.
- e) Inform the UAB of any occasional or permanent changes in the composition of the workforce assigned to the contract's execution.

## 24. Payments to the contractual company

The contractual company has the right to receive payment for the services effectively performed and formally accepted by the UAB, in the manner determined in section H.3 of the QR.

The payment to the contractual company shall be made upon the submission of an invoice, issued in accordance with the current regulations, within the periods and conditions established in Article 198 of the LCSP.

Thus, the invoice must be submitted in electronic format in accordance with the current regulations; all the information is available at <https://seuelectronica.uab.cat/factures-electroniques>.

In accordance with Additional Provision 32a of the LCSP, the contractor is obliged to submit the invoice issued for the services provided before the corresponding administrative registry for its transmission to the administrative body or unit responsible for processing it. The invoice must include the data and requirements established in Article 72 of the General Regulation of the Law on Contracts of Public Administrations (*RGLCAP in Catalan*).

The awardee shall issue invoices according to the payment schedule established in the specifications. Once the invoice is received, with the requirements and through the channels established by law, the university shall have the validation and payment periods established in Article 198 of the LCSP.

## 25. Responsibility of the contractual company

The contractor is responsible for the technical quality of the work carried out and the services performed, as well as the consequences arising for the UAB or third parties from omissions, errors, inadequate methods, or incorrect conclusions in the execution of the contract.

The contractual company executes the contract at its own risk and is obliged to indemnify damages caused to third parties as a consequence of the operations required by the execution of the contract, except when the damages are caused as a direct and immediate consequence of an order from the UAB.

## 26. Non-fulfillment of the contract

26.1. The contractor is obliged to comply with the contract within the total term fixed for its execution and, if applicable, within the partial terms indicated for its successive execution.

If the contractor, for reasons attributable to it, is delayed in fulfilling the total term or partial terms, the UAB may, considering the circumstances of the case, choose to terminate the contract or impose the penalties established in clause 26.2 of these specifications or, if specific penalties are not established in this section, those established in Article 193 of the LCSP.

If the delay in complying with the terms is caused by reasons not attributable to the contractual company, and the company offers to comply if the initial execution term is extended, the company shall be granted a term of at least the same duration as the time lost, unless the contractor requests a shorter term. This extension of the execution term shall not be considered a modification of the contract for the purposes of Articles 203 and following of the LCSP.

26.2. In the event that the contractor, for reasons attributable to it, fails to fulfill the contract's commitments, the UAB may impose penalties proportional to their seriousness, not exceeding 10%, VAT excluded, or exceeding 50% in total.

In addition to compliance with the obligations arising from the provision of the service subject to the contract, these penalties cover the following non-compliances:

- a) Failure to comply with the special conditions of execution established in section Q of the QR.
- b) Non-compliance with environmental, social, or labor obligations.
- c) If applicable, failure to comply with the obligation to provide information on conditions for the subrogation of labor contracts.

26.3. The amounts of the penalties imposed shall be enforced by deducting them from the amounts that must be paid to the contractual company in full or in part, or from the guarantee that, if applicable, has been provided, when they cannot be deducted from the aforementioned payments.

## 27. UAB's Prerogatives

Within the limits and subject to the requirements and effects indicated in the LCSP, the UAB has the power to interpret the contract, resolve doubts that arise in its compliance, modify it for reasons of public interest, declare the responsibility attributable to the contractual company due to its execution, suspend its execution, agree on its termination, and determine its effects.

Likewise, the UAB has the authority to inspect the activities developed by the contractual company during the execution of the contract, under the terms and within the limits established by the LCSP.

The agreements adopted by the contracting authority in the exercise of the aforementioned prerogatives exhaust the administrative process and are immediately enforceable.

The exercise of the UAB's prerogatives shall be carried out through the procedure established in Article 191 of the LCSP.

## 28. Contract Modification

28.1. The contract can only be modified for reasons of public interest, in the cases and in the manner specified in this clause, and in accordance with what is provided in articles 203 to 207 of the LCSP.

28.2. In the event that section E of the QR contemplates the possibility of modifying the contract, the modification will be carried out in the case(s), with the conditions, scope, and limits detailed in said section, and in accordance with the following procedure:

- The contract manager will issue a proposal report for the contract modification.
- The contracting body, if deemed appropriate, will approve the contract modification.
- The UAB and the contractor will formalize the modification in an administrative document in accordance with Article 153 of the LCSP.

These modifications are mandatory for the contracting company.

Under no circumstances can the contract modification result in the establishment of new unit prices not provided for in the contract or exceed 20% of the initial contract price.

28.3. In the event of a contract modification that does not meet the conditions of section E of the QR, it can only be carried out when the requirements and assumptions provided for in Article 205 of the LCSP are met, in accordance with the procedure regulated in Article 191 of the LCSP and with the particularities provided for in Article 207 of the LCSP.

These modifications are mandatory for the contracting company unless, individually or jointly, they involve an alteration in their amount that exceeds 20% of the initial contract price, VAT excluded. In this case, the contract modification will be agreed upon by the contracting body with the prior written consent of the contracting company; otherwise, the contract will be terminated in accordance with the cause provided for in Article 211.1.g) of the LCSP.

In this case, the procedure to be followed will be the same as established in section 2 of this clause.

28.4. The notice of contract modification, together with the allegations of the contracting company and all reports requested, if applicable, prior to the approval of the modification, both those provided by the awarded company and those issued by the contracting body, will be published in the contracting profile.

28.5. If the contract price is determined by execution units, the variation that occurs during the correct execution of the service, solely in the number of units actually executed compared to what is foreseen in the contract, which may be collected in the settlement, will not be considered a contract modification, as long as it does not represent an increase in expenses exceeding 10% of the contract price.

## 29. Contract Suspension

The contract may be suspended by agreement of the UAB or because the contractor chooses to suspend its compliance in the event of a payment delay exceeding 4 months, notifying the UAB with one month's notice.

In any case, the UAB must draw up the corresponding suspension record, ex officio or at the request of the contracting company, in accordance with the provisions of Article 208.1 of the LCSP.

The suspension record, in accordance with Article 103 of the RGLCAP, must be signed by a representative of the UAB and the contracting company and must be drawn up within a maximum period of 2 business days, starting from the day after the suspension is agreed.

If applicable, the UAB must compensate the contracting company for damages actually caused by the suspension in accordance with Article 208.2 of the LCSP. The compensation for damages to the contracting company will only cover the concepts indicated in this provision.

## 30. Succession and Assignment of the Contract

30.1. In the event of a merger of companies in which the contracting company participates, the contract will remain in force with the absorbing entity or the result of the merger, which will be subrogated in all the rights and obligations arising from it.

In the case of spin-offs, contributions, or transfers of companies or business units, the contract will continue with the entity to which the contract is attributed, which will be subrogated in the rights and obligations arising from it, as long as it meets the capacity, absence of prohibition of contracting, and solvency conditions required when the contract is awarded, or if the beneficiary companies of these operations and, if they still exist, the company from which the assets, businesses, or segregated units originate, assume joint responsibility for the execution of the contract.

The contracting company must inform the contracting body of this circumstance if it occurs.

In the event that the contracting company is a temporary joint venture ("*Unió Temporal d'Empreses*", **hereafter UTE**), when mergers, spin-offs, or business unit transfers take place with respect to one or more companies forming part of the temporary joint venture, the execution of the contract will continue with the awarded UTE. If the absorbing company, the result of the merger, the beneficiary of the spin-off, or the acquirer of the business unit are not companies forming part of the UTE, it will be necessary for them to have full legal capacity, not be subject to prohibition of contracting, and maintain the required solvency, capacity, or classification.

If the contract is awarded to a different entity, the final guarantee can be renewed or replaced, at the discretion of the granting entity, by a new guarantee subscribed by the new entity, considering the risk that this last entity represents. In any case, the former final guarantee remains valid until the new guarantee is constituted.

If the subrogation cannot take place because the entity to which the contract would be assigned does not meet the necessary solvency conditions, the contract will be terminated, considered, for all purposes, as a case of termination due to the fault of the contracting company.

30.2. The rights and obligations arising from this contract can be assigned by the contracting company to a third party, as long as the technical or personal qualities of the assignor were not the determining factor in the award of the contract, and the assignment does not result in an effective restriction of competition in the market, provided the requirements established in Article 214 of the LCSP are met.

Authorization for assignment to a third party cannot be granted when the assignment implies a substantial alteration of the characteristics of the contracting company if these constitute an essential element of the contract.

The assignee company will be subrogated in all the rights and obligations that would correspond to the company assigning the contract.

In the case of contract assignment, the guarantee provided by the assignor will not be returned or canceled until the assignee's guarantee is constituted.

## 31. Subcontracting

31.1. The contracting company may contract with other companies for the partial performance of the services subject to this contract if provided for in section R of the QR.

The conclusion of subcontracts is subject to compliance with the requirements and other circumstances regulated in Article 215 of the LCSP.

The subcontracting companies will be bound only to the main contracting company, which will assume full responsibility for the execution of the contract before the UAB, in accordance with this specification and the terms of the contract, including compliance with environmental, social, or labor obligations. The

knowledge that the UAB has of the contracts entered into or the authorization it grants does not alter the exclusive responsibility of the main contracting company.

31.2. After the contract has been awarded and, at the latest, when its execution begins, the contracting company must notify the contracting body in writing of its intention to enter into subcontracts, indicating the part of the service that it intends to subcontract and the identity, contact details, and legal representative or representatives of the subcontracting company, sufficiently justifying their capacity to carry it out by reference to the technical and human elements they possess and their experience, and proving that they are not subject to any prohibition of contracting.

If the subcontracting company has the appropriate classification to carry out the part of the contract subject to subcontracting, this circumstance's communication is sufficient to demonstrate their capacity.

31.3. Payment to subcontracting companies and suppliers is governed by the provisions of articles 216 and 217 of the LCSP.

Subcontracting companies do not have a direct action against the UAB for obligations contracted with them by the contracting company as a result of the execution of the main contract or the subcontracts.

31.4. In contracts where the subcontracting amount is equal to or greater than 30% of the contract price, the UAB will verify strict compliance with payment to subcontracting companies and suppliers by the contracting company. For this purpose, the contracting company must provide, when requested, a detailed list of subcontracting companies or suppliers specifying the payment term conditions and must present proof of compliance with the payment on time. These obligations are considered special conditions of execution, so their non-compliance may result in the imposition of penalties provided for in clause 26 of this specification, and the final guarantee will respond to these penalties.

## **32. Contract Reception and Settlement**

32.1. The contract reception and settlement will be carried out in accordance with the provisions of articles 210 and 311 of the LCSP and article 204 of the RGLCAP, without prejudice to what is provided in article 315.1 of the LCSP regarding service contracts consisting of the full development of construction projects.

The contract will be considered fulfilled by the contractor when they have completed the entire scope of work, according to the terms established in the contract and to the full satisfaction of the UAB.

In any case, the contract manager will issue a reception record within one month following the completion of the contract's scope of work. The computation of the warranty period established in section G.4 of the QR will begin with the signing of the reception record.

The UAB will determine if the performance carried out by the contracting company complies with the specifications established for its execution and fulfillment. If necessary, the UAB will request the completion of the contracted services and the rectification of any defects observed upon reception. If the work performed does not conform to the contracted service due to defects or flaws attributable to the contracting company, the UAB may reject it, thereby exempting itself from the obligation of payment, or it may be entitled, if applicable, to recover the price paid.

32.2. If applicable, within one month from the date of the reception record, the corresponding settlement of the contract must be agreed upon and notified to the contractor, and any resulting balance must be paid, if applicable.

## **33. Contract Termination**

The grounds, application, and effects of contract termination are established in articles 211, 212, 213, and 313 of the LCSP.

In particular, a cause for contract termination will be the non-fulfillment of essential contractual obligations established in section P of the QR. In addition to the conditions set forth in the aforementioned sections, the adequate dedication of personal and/or material resources for proper contract execution is considered an essential condition of the contract.

In all cases, contract termination will follow the procedure established in article 191 of the LCSP and article 109 of the RGLCAP.

### 34. Regime of Appeals and Competent Jurisdiction

34.1. This procedure has an administrative nature, and any litigious issues that may arise regarding the preparation, award, effects, modification, and termination of the contract will be resolved by the contracting body, whose decisions exhaust the administrative appeal.

34.2. The following are subject to special appeal in procurement matters, according to article 44 of the LCSP: tender notices, specifications, and contractual documents establishing the conditions to govern the procurement; procedural acts that directly or indirectly decide on the award, determine the impossibility of continuing the process, or cause indefensibility or irreparable harm to rights or legitimate interests; award agreements of the contract; and contract modifications based on non-compliance with articles 204 and 205 of the LCSP, where it is understood that the modification should have been subject to a new award.

This appeal is optional, free of charge for appellants, and can be filed at the places established in article 16.4 of the LPAC, at the UAB's registry, or before the Catalan Public Sector Contracts Tribunal, either previously or alternatively to filing contentious-administrative appeal, in accordance with Law 29/1998, of June 13, regulating contentious-administrative jurisdiction, and will be governed by the provisions of articles 44 and following of the LCSP and Royal Decree 814/2015, of September 11, approving the Regulation of special review procedures for decisions in contractual matters and the organization of the Central Administrative Contractual Resources Tribunal.

If the appeal is lodged in a registry other than that of the UAB or the Catalan Public Sector Contracts Tribunal, it must be immediately and promptly communicated to said Tribunal.

Ordinary administrative appeals cannot be filed against acts subject to special appeal.

34.3. Acts of the UAB regarding the effects, modification, and termination of this contract that are not subject to special appeal in procurement matters may be subject to ordinary administrative appeal in accordance with the provisions of the LRJP and the LPAC, or contentious-administrative appeal, in accordance with Law 29/1998, of July 13, regulating contentious-administrative jurisdiction.

34.4. Decisions made by the UAB in exercising the prerogatives established in clause 27 of this specification are subject to optional reinstatement appeal, in accordance with the provisions of the LRJP and the basic legislation on common administrative procedures, or contentious-administrative appeal, in accordance with Law 29/1998, of July 13, regulating contentious-administrative jurisdiction.

*Specification favorably informed by the UAB Legal Cabinet on 31/05/2023.*

# **ANNEX 1**

## **OFFER MODEL WITH AUTOMATIC VALUATION CRITERIA**

Company name of the bidder: .....

Tax identification number (NIF) of the bidder: .....

Name and surname of the legal representative: .....

Tax identification number (NIF) of the legal representative: .....

Contract number: CONTR-39/2023

Subject: Services for conducting a multinational face-to-face survey with CAPI (5 European countries)

The undersigned declares to be aware of the particular administrative clauses and the technical specifications that serve as the basis for this call for tender, and unconditionally accepts their clauses and specifications. The undersigned also confirms that they meet all the conditions required to contract with the UAB (Autonomous University of Barcelona) and commits, on their own behalf or on behalf of the represented company, to provide the service in strict compliance with the mentioned requirements and conditions, for the following amount:

Maximum budget (excluding VAT)	OFFER			
	Amount (excluding VAT)	VAT rate	VAT amount	Amount (including VAT)
990.000,00 €	0,00 €	%	0,00 €	0,00 €

For the purpose of assessing **award criterion 2.2**

- ISO 20252 Accreditation

Yes ☐ No ☐

- Adherence to the ICC/ESOMAR International Code on Market, Opinion, and Social Research and Data Analytics:

Yes ☐ No ☐

- Years of experience of the team to be assigned to the execution of CAPI surveys (always exceeding 5):

..... Years

- Provides evidence of previous experience in conducting multinational CAPI surveys for scientific purposes:



Yes ☐ No ☐

- Provides evidence of previous experience in conducting multinational CAPI surveys for non-scientific purposes:

Yes ☐ No ☐

- Provides evidence of previous experience of the company in conducting CAPI surveys in each of the countries included in the survey:

Evidence provided from ..... countries

- Provides evidence of previous experience of the assigned project leader in conducting multinational CAPI surveys for scientific purposes:

Yes ☐ No ☐

For the purpose of assessing **award criterion 2.3**

Qualifications/training of the project leader assigned by the company:

.....

.....

.....

The project leader's previous experience with leading or coordinating multinational CAPI surveys of social sciences/ universities:

..... projects

Years of experience of the project leader in leading surveys:

..... years

Experience with socio-scientific or socio-demographic research of those responsible for carrying out the multinational survey in each survey country:

..... countries

For the purpose of assessing **award criterion 2.4**

The bidder commits to complete the contract with a reduction of ..... days from the maximum established deadline.

*Date and signature of the bidder*

**ANNEX A**



**BREAKDOWN OF THE BASE BUDGET FOR TENDER**

Direct costs	
Other	100.000€
Personnel costs ( <i>if personnel costs are included in the costs</i> )	690.000€
TOTAL	790.000€
Indirect costs	
General overhead costs	100.000€
Industrial profit	100.000€
TOTAL	200.000€
TOTAL COSTS (direct + indirect).	990.000€
Net budget.	
<p>The estimation of personnel costs has been calculated based on the applicable Collective Agreement, considering the required professional profiles. This indication does not prejudice the specific applicable agreement.</p> <p>This breakdown is merely an estimation and is not binding on the contracting authority. According to the tender documents, the awarded contractor must provide equal remuneration for men and women with equivalent professional profiles.</p>	