

**INDIVIDUAL ADMINISTRATIVE SPECIFICATIONS GOVERNING THE PROCUREMENT,
VIA THE OPEN PROCEDURE, OF THE SERVICE OF PRESERVING THE FILMS OF THE
FILMOTECA DE CATALUNYA'S FILM COLLECTION.**

Dossier no.: ICEC-2024-449

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KEY CHARACTERISTICS

A. Purpose

Description: Service for the preservation of the films of the Filmoteca de Catalunya's film collection. This procurement dossier is divided into the following lots:

Lot 1: Digital files in black and white

Lot 2: Digital files in colour

CPV code: 92110000-5 Motion picture and video tape production and related services.

B. Financial details

B1. Setting of price: unit prices.

B2. Estimated value of contract: 122,100.00 euros (excluding VAT at 21%).

B3. Base tender budget:

LOT 1: €61,500.00 (sixty-one thousand five hundred euros) plus €12,915.00 (twelve thousand nine hundred and fifteen euros) by way of VAT (at a rate of 21%), i.e. €74,415.00 (seventy-four thousand four hundred and fifteen euros). This amount is allocated as follows:

- 2024 (1 June to 31 December): €6,150.00 (six thousand one hundred and fifty euros) plus €1,291.50 (one thousand two hundred and ninety-one euros and fifty eurocents) by way of VAT (at a rate of 21%), i.e. €7,441.50 (seven thousand four hundred and forty-one euros and fifty eurocents).
- 2025: €12,300.00 (twelve thousand three hundred euros) plus €2,583.00 (two thousand five hundred and eighty-three euros) by way of VAT (at a rate of 21%), in other words €14,883.00 (fourteen thousand eight hundred and eighty-three euros).
- 2026: €12,300.00 (twelve thousand three hundred euros) plus €2,583.00 (two thousand five hundred and eighty-three euros) by way of VAT (at a rate of 21%), in other words €14,883.00 (fourteen thousand eight hundred and eighty-three euros).
- 2027: €12,300.00 (twelve thousand three hundred euros) plus €2,583.00 (two thousand five hundred and eighty-three euros) by way of VAT (at a rate of 21%), in other words €14,883.00 (fourteen thousand eight hundred and eighty-three euros).
- 2028: €12,300.00 (twelve thousand three hundred euros) plus €2,583.00 (two thousand five hundred and eighty-three euros) by way of VAT (at a rate of 21%), in other words €14,883.00 (fourteen thousand eight hundred and eighty-three euros).
- 2029 (1 January to 31 May): €6,150.00 (six thousand one hundred and fifty euros) plus €1,291.50 (one thousand two hundred and ninety-one euros and fifty eurocents) by way of VAT (at a rate of 21%), i.e. €7,441.50 (seven thousand four hundred and forty-one euros and fifty eurocents).

LOT 2: €60,600.00 (sixty thousand six hundred euros) plus €12,726.00 euros (twelve thousand seven hundred and twenty-six euros) by way of VAT (at a rate of 21%), i.e. €73,326.00 (seventy-three thousand three hundred and twenty-six euros). This amount is allocated as follows:

- 2024 (1 June to 31 December): €6,060.00 (six thousand sixty euros) plus €1,272.60 (one thousand two hundred and seventy-two euros and sixty eurocents) by way of VAT (at a rate of 21%), i.e. €7,332.60 (seven thousand three hundred and thirty-two euros and sixty eurocents).
- 2025: €12,120.00 (twelve thousand one hundred and twenty euros) plus €2,545.20 (two thousand five hundred and forty-five euros and twenty eurocents) by way of VAT (at a rate of 21%), i.e. €14,665.20 (fourteen thousand six hundred and sixty-five euros and twenty eurocents).
- 2026: €12,120.00 (twelve thousand one hundred and twenty euros) plus €2,545.20 (two thousand five hundred and forty-five euros and twenty eurocents) by way of VAT (at a rate of 21%), i.e. €14,665.20 (fourteen thousand six hundred and sixty-five euros and twenty eurocents).
- 2027: €12,120.00 (twelve thousand one hundred and twenty euros) plus €2,545.20 (two thousand five hundred and forty-five euros and twenty eurocents) by way of VAT (at a rate of 21%), i.e. €14,665.20 (fourteen thousand six hundred and sixty-five euros and twenty eurocents).
- 2028: €12,120.00 (twelve thousand one hundred and twenty euros) plus €2,545.20 (two thousand five hundred and forty-five euros and twenty eurocents) by way of VAT (at a rate of 21%), i.e. €14,665.20 (fourteen thousand six hundred and sixty-five euros and twenty eurocents).
- 2029 (1 January to 31 May): €6,060.00 (six thousand sixty euros) plus €1,272.60 (one thousand two hundred and seventy-two euros and sixty eurocents) by way of VAT (at a rate of 21%), i.e. €7,332.60 (seven thousand three hundred and thirty-two euros and sixty eurocents).

C. Existence of credit:

C1. Budget heading: D/670000103/443A/0000

C2. Multi-year procurement dossier: yes

Approved by the ICEC Board of Directors on 27 March 2024.

D. Contract term:

Term: From 1 June 2024 (or date of signature of the contract, if later) to 31 May 2029. The term for performance of this contract may conclude before the expiration date contemplated in the contract should the budget be exhausted before said date.

Possibility of extensions: no.

E. Variants:

No.

F. Procurement process and award procedure:

Procurement type: ordinary

Award procedure: open

Submission of bids via Digital Envelope Tool: yes

G. Business standing and classification:

G1. Economic, financial and technical or professional standing (pursuant to Article 87 of Spain's Law on Public Sector Procurement ["LCSP"] and set forth in Annex 2 hereto):

Financial standing

- Annual turnover of year with greatest turnover of last three complete years, which must be at least:
 - o Lot 1: 12,000.00 euros
 - o Lot 2: 12,000.00 euros

Or

- Supporting documentation for the taking out of professional indemnity insurance for an amount equal to or in excess of:
 - o Lot 1: 12,000.00 euros
 - o Lot 2: 12,000.00 euros

Technical standing

- Detailed list of similar assignments performed in the last 3 years. The annual amount of services or work of the same or a similar nature carried out during the most important year of the 3-year period mentioned above shall be at least 12,000.00 euros, excluding VAT. This standing criterion does not apply to newly-created companies.

With regard to technical or professional standing, pursuant to Article 90.4 LCSP, in the event that the company is newly created, with less than 5 years of existence, the minimum number of the company's staff must be 3 workers and 1 member of senior management, without them having to declare, under any circumstances, a specific number of services performed.

G2. Business classification: optional.

G3. Assignment of material and/or human resources to the performance of the contract: all material and human resources required for the performance of the contract shall be borne by the successful tenderer.

G4. Certificates proving compliance with quality assurance and/or environmental management regulations: no.

H. Award criteria:

These criteria are detailed in Annexes 5a and 5b hereto. For each of the lots:

- Criteria subject to a value judgement: up to 30 points.

- Automatically-evaluated criteria: up to 70 points.

I. Abnormally low bids:

A bid shall be deemed abnormally low when the score obtained for the non-price award criteria is above variables 1 and 3 below and, at the same time, the bid submitted for price is lower than the arithmetic mean (*) of the sum of the unit prices of the financial bids submitted by more than 25%:

1. The arithmetic mean of the scores obtained by tenderers in the non-price award criteria.
 2. The deviation of each of the scores obtained by tenderers from the mean of the scores in the non-price criteria.
 3. The calculation of the arithmetic mean of the deviations obtained, in absolute value, i.e. without taking into account the positive or negative sign, by the non-price criteria.
- (*) However, when there are three tenderers, for the purposes of calculating the mean, the financial bid (price) with the highest price shall be excluded if it is more than 15 percentage points higher than the mean.

Similarly, when four or more tenderers participate, if there are financial (price) bids that are more than 15 percentage points higher than the mean, a new mean shall be calculated only with the offers that are not in the case indicated. In any case, if the number of other bids is less than three, the new mean will be calculated on the three lowest bids.

In the event that only one single company submits a tender, this company will be considered to have abnormally low values when the base amount of the financial is less than 30% of the base amount of the tender.

J. Other documentation to be submitted by tenderers or by proposed successful tenderers:

No.

K. Unit responsible for contract oversight and performance:

Filmoteca de Catalunya.

L. Performance bond:

Yes

Project: 5% of the tender amount (excluding VAT) for each lot.

Form of constitution: by means of withholding from price, cash or government securities; by bank guarantee or by surety insurance policy.

M. Special performance conditions:

Compliance with ethical principles and rules of conduct, as well as with Clause Five of the technical specifications.

N. Forecast amendment of contract:

Solely when the occurrence of one of the circumstances listed in Article 205 LCSP is justified.

O. Assignment of contract

Yes

P. Subcontracting:

Yes, with the restrictions established in Clause Four to the Technical Specifications. The part of the contract to be subcontracted must be indicated.

Q. Price reviews:

No.

R. Warranty period:

Yes. 1 month.

I. GENERAL PROVISIONS

One. Object of the contract

1.1 The object of this tender process is the service for the preservation of the films of the film collection of the Filmoteca de Catalunya, facilities associated with the Catalan Institute for Cultural Companies ("ICEC").

Lot 1: Digital files in black and white

Lot 2: Digital files in colour

The specific provisions for each Lot are to be found in the Technical Specifications.

Tenderers may submit bids for both lots.

1.2 The CPV is 92110000-5, Motion picture and video tape production and related services, pursuant to Commission Regulation (EC) 213/2008 of 28 November 2007 amending Regulation (EC) No 2195/2002 of the European Parliament and of the Council on the Common Procurement Vocabulary (CPV) and Directives 2004/17/EC and 2004/18/EC of the European Parliament and of the Council on public procurement procedures, as regards the revision of the CPV.

Two. Administrative requirements to be met and justification for the contract

All the information is contained in the Technical Specifications, which are contractual in nature.

The ICEC has no fixed staff that can carry out the tasks object of the procurement contract, and must therefore outsource the service.

Three. Financial details and existence of credit

3.1 The pricing system is by unit price.

3.2 The estimated value of the contract is 122,100.00 euros (excluding 21% VAT).

3.3 The tender budget for each of the lots is:

LOT 1: €61,500.00 (sixty-one thousand five hundred euros) plus €12,915.00 (twelve thousand nine hundred and fifteen euros) by way of VAT (at a rate of 21%), i.e. €74,415.00 (seventy-four thousand four hundred and fifteen euros).

LOT 2: €60,600.00 (sixty thousand six hundred euros) plus €12,726.00 euros (twelve thousand seven hundred and twenty-six euros) by way of VAT (at a rate of 21%), i.e. €73,326.00 (seventy-three thousand three hundred and twenty-six euros).

This amount can be broken down as follows:

SUMMARY TABLE OF VOLUME OF SERVICE AND MAXIMUM AMOUNT

				Maximum amount (excluding VAT)						
		Price per metre of film	Metres of film per year	2024 (6 months)	2025	2026	2027	2028	2029 (6 months)	Total
Lot 1	Duplicate negative	4.90	1,500.00	3,675.00	7,350.00	7,350.00	7,350.00	7,350.00	3,675.00	61,500.00
	B&W copy	1.65	3,000.00	2,475.00	4,950.00	4,950.00	4,950.00	4,950.00	2,475.00	
Subtotal				6,150.00	12,300.00	12,300.00	12,300.00	12,300.00	6,150.00	12,915.00
21% VAT				1,291.50	2,583.00	2,583.00	2,583.00	2,583.00	1,291.50	
TOTAL				7,441.50	14,883.00	14,883.00	14,883.00	14,883.00	7,441.50	
Lot 2	Internegative	16.90	600.00	5,070.00	10,140.00	10,140.00	10,140.00	10,140.00	5,070.00	60,600.00
	Colour copy	1.65	1,200.00	990.00	1,980.00	1,980.00	1,980.00	1,980.00	990.00	
Subtotal				6,060.00	12,120.00	12,120.00	12,120.00	12,120.00	6,060.00	12,726.00
21% VAT				1,272.60	2,545.20	2,545.20	2,545.20	2,545.20	1,272.60	
TOTAL				7,332.60	14,665.20	14,665.20	14,665.20	14,665.20	7,332.60	
Subtotal Lots 1 and 2				12,210.00	24,420.00	24,420.00	24,420.00	24,420.00	12,210.00	122,100.00
21% VAT				2,564.10	5,128.20	5,128.20	5,128.20	5,128.20	2,564.10	25,641.00
Total Lots 1 and 2				14,774.10	29,548.20	29,548.20	29,548.20	29,548.20	14,774.10	147,741.00

This is the maximum amount of expenditure (including VAT) that can be committed by the Contracting Authority under this contract and constitutes the maximum expenditure that can be incurred by the ICEC during the years 2024, 2025, 2026, 2027, 2028 and 2029.

This price is deemed to include all taxes, duties and levies of any kind that may be applicable, everything included in the Technical Specifications and work to be performed, as well as any expenses arising as a result of the obligations established herein to be fulfilled during performance of the contract.

This budget does not represent an expenditure obligation, as the latter shall be established upon the basis of the services requested during the contract's term.

3.4 All regulatory procedures to ensure the existence of credit for paying the contract have been complied with. The budget item to which this appropriation is charged is D/670000103/443A/0000, of the ICEC budget for the years 2024, 2025, 2026, 2027, 2028 and 2029, as stated in the ex-ante audit report of the internal economic and financial control body. The awarding of this contract shall be subject to the condition precedent of the existence of adequate credit sufficient for financing the obligations arising from the contract in the 2024, 2025, 2026, 2027, 2028 and 2029 budget years.

Four. Contract term

The term of the contract is from 1 June 2024 (or date of signature of the contract, if later) to 31 May 2029.

The term for performance of this contract may conclude before the expiration date contemplated in the contract should the budget be exhausted before said date.

This contract may not be extended.

Five. Legal regime governing the contract

5.1 The contract is of an administrative nature and is governed by these individual administrative specifications and by the technical specifications, the clauses of which are considered an integral part of the contract. In addition, it is governed by the following legislation:

a) Law 9/2017, of 8 November, on Public Sector Procurement, which transposes into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of 26 February 2014.

b) Decree Law 3/2016, of 31 May, on urgent public procurement measures.

c) Royal Decree 817/2009, of 8 May, partially implementing Law 30/2007, of 30 October, on public sector procurement.

d) Royal Decree 1098/2001, of 12 October, approving the General Regulations of the Law on Public Authority Procurement (RGLCAP), in respect of everything not amended or derogated by the two aforementioned pieces of legislation.

e) Organic Law 3/2018, of 5 December, on personal data protection and the guarantee of digital rights.

f) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

g) Order PDA/21/2019, of 14 February, determining the system of electronic notifications of the Administration of the Government of Catalonia and its public sector.

h) Royal Decree 203/2021, of 30 March, approving the Regulations on the actions and functioning of the public sector by electronic means.

It is also governed by the regulations applicable to public sector procurement in Catalonia and by any of its applicable sectoral regulations.

Applicable on a supplementary basis are the provisions of administrative law and, in their absence, those of private law.

5.2 Lack of awareness of the clauses of the contract, with regard to any of its terms or conditions, of the other documents forming part thereof, and also of any other instructions or rules that may be applicable to the performance of contract does not release the successful tenderer from the obligation of complying therewith.

Six. Variants

No variants shall be admitted, pursuant to Section E of the Key Characteristics.
Should any be submitted by tenderers, they shall not be evaluated.

Seven. Procurement process and award procedure

The tendering procedure for the award of the aforementioned administrative services contract shall be the open procedure, as provided for in Arts. 156 to 158 of the LCSP.

Eight. Electronic means of communication

8.1 Pursuant to Additional Provision Fifteen of the LCSP, the processing of this tender entails providing notifications and associated communications exclusively via electronic media.

Nevertheless, oral communications may be employed for communications other than those associated with key elements, i.e. the specifications and the bids, leaving due record of the oral communication's content, for example by means of written or sound files or summaries of the main points of the communication.

8.2 Communications and notifications made during the procurement process and during the term of the contract shall be carried out by electronic means via the e-NOTUM notification system, pursuant to the LCSP and Law 39/2015, of 1 October, on the common administrative procedure for the public authorities. For these purposes, alerts informing of the availability of notifications and communications shall be sent to the email addresses and mobile telephones provided by the companies to this end in the ESPD, pursuant to the provisions of Clause Eleven hereto. Once the email(s) and, if mobile telephone numbers have been supplied, the SMS, have been received, indicating that the corresponding notification has been made available on the e-NOTUM, the designated persons must access it using the link provided for said purpose. The online space in which this notification has been stored can be accessed with a digital certificate or a password.

Deadlines included in the notification are calculated from the date of sending of the notification alert, if the act object of the notification has been published on the same day in the Contracting Authority's Contractor's Profile. Otherwise, deadlines shall be calculated from receipt of the notification by the company to which it is addressed. Nevertheless, deadlines in communications issued as part of the special appeal procedure of the Catalan Court of Public Sector Contracts are always calculated from the date of sending of the notification alert.

8.3 Additionally, to receive all the information associated with this tender process, companies that so wish and, in all cases, tenderers, must register as interested in this tender process via the online tender space's news update registration service, made available to this end on the web page of the Contracting Authority's Contractor's Profile, accessible on the Government of Catalonia's Public Procurement Services Platform:

<https://contractaciopublica.cat/ca/perfiles-contractant/detall/ICEC>

Companies that, in pursuant to Clause 11.1 of these specifications, activate their bid with the Digital Envelope tool, shall be registered for the tender process automatically.

So registering will allow tenderers to receive alerts immediately at the subscribers' email addresses, regarding any news, publication or alert associated with this tender process.

Furthermore, certain communications that must be entered into due to or as a result of the tender process or the awarding of this contract shall be performed via the noticeboard associated with this tender process's online tender space on the Public Procurement Services Platform. This e-noticeboard, which places on record the authenticity, integrity and date and time of publication of the information published, also publishes information on both the tender process and the contract.

Furthermore, tenderers may also register with the Tenderer's Profile, after the required authentication procedure. The Tenderer's Profile consists of a range of services aimed at tenderers to provide each with its own space, with a set of tools to facilitate access to and administration of tender files of interest to them. To register, click on the 'Tenderer's Profile' section of the Public Procurement Services Platform and have the required digital certificate available.

8.4 Digital certificates:

Pursuant to Additional Provision One of DL 3/2016, it shall be sufficient to use an advanced digital signature based on a qualified or recognised electronic signature certificate under the terms contemplated in Regulation (EU) 910/2014/EU 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. This is therefore the minimum security level required of the electronic signature certificate admitted for signing the ESPD and the tender bid.

As far as foreign community certificates are concerned, qualified certificates from any European Union country shall be accepted, pursuant to Article 25.3 of Regulation (EU) 910/2014/EU of the European Parliament and of the Council of 23 July 2014, on electronic identification and trust services, above, which states that 'a qualified electronic signature based on a qualified certificate issued in one Member State shall be recognised as a qualified electronic signature in all other Member States'.

Nine. Eligibility for contracting

9.1 Those entitled to participate in this tender process and sign, if applicable, the corresponding contract, are those natural or legal persons, Spanish or foreign, which fulfil the following conditions:

- Having a legal personality and full capacity to act, pursuant to the provisions of Article 65 LCSP;
- Not being affected by any of grounds for disqualification from contracting contained in Article 71 LCSP, which they can demonstrate by any of the means established in Article 85 LCSP;
- Demonstrating they possess the required standing, under the terms of Clause Ten hereto;
- Possessing the business or professional authorisations that may, where applicable, be required to carry out the activity or service object of the contract;
- Additionally, when so established by applicable regulations, certain requirements are made of the contractor in terms of its organisation, allocation of its profits, financing system or other aspects, to be able to participate in the award procedure, tenderers must demonstrate compliance therewith.

In addition, the services object hereof must be included within the aims, object or scope of activity of tenderers, as placed on record in their statutes or articles of association.

Capacity, standing and lack of disqualification-related circumstances must be in force as of the final date for submission of tender bids and remain in force at the time of conclusion of the contract.

9.2 Spanish legal person companies' ability to act shall be demonstrated by means of the deed of incorporation or amendment recorded in the Companies Register, when so requirable by mercantile law. When not so required, it shall be demonstrated by means of the statutes, articles of association or deed of incorporation, placing on record the rules governing its activities and recorded, when applicable, in the relevant public register. The company's TIN must also be furnished.

Spanish natural person undertakings' capacity to act is demonstrated by submission of their TIN.

The legal capacity of non-Spanish companies from European Union Member states or signatories of the Agreement on the European Economic Area must be demonstrated by their recording in the relevant professional or company registers of their Member State of establishment or by submitting a self-declaration one of the certificates indicated in Annex XI to Directive 2014/24/EU.

The ability to act of foreign companies of States not members of the European Union nor signatories to the Agreement on the European Economic Space is demonstrated by furnishing a report issued by the permanent diplomatic mission or consular office of Spain of the place of the company's registered address, placing on record, after due accreditation by the company itself, that they are recorded in the local professional, trade or similar register or, in the absence thereof, that they habitually act on a local level within the scope of the activities encompassed

by the object of the contract. They must also submit a report from the permanent diplomatic mission of Spain or from the Secretariat-General for Foreign Trade confirming that the State of which they are nationals has signed the World Trade Organization (WTO) Agreement on Government Procurement, in the case of contracts subject to harmonised regulation (of an estimated value equal to or in excess of 214,000 euros) or, otherwise, the reciprocity report referred to in Article 68 LCSP.

9.3 Joint ventures constituted especially on a temporary basis for this purpose may also participate in this tender process, with no need for them to be formalised in a public deed until they have been awarded the contract. These companies shall be jointly and severally liable before the Administration and must appoint one person as sole representative or attorney, with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its expiration, without prejudice to the companies' capacity to grant joint powers for making collections and/or payments of significant amounts.

9.4 The term of any temporary joint venture must, at least, coincide with that of the contract until its expiration.

9.5 Companies wishing to constitute a temporary joint venture to participate in public tender processes may find one another by using the meeting point function of the Government of Catalonia Public Procurement Services Platform, in the 'Tenderer's Profile' section.

9.6 Companies participating in the formulation of the technical specifications or the preparatory documents for the contract, or which have advised the Contracting Authority during the preparation of the procurement procedure, may participate in the tender process provided that there is a guarantee that their participation does not distort free competition.

Ten. Standing of tenderers

10.1 Companies must prove that they meet the minimum standing requirements detailed in **Section G.1 of the Key Characteristics**, either by means of the means of accreditation listed in this same section **G.1 of the Key Characteristics** or, where appropriate, by means of the classification equivalent to this standing (granted by the classification commissions of the Advisory Board on State Public Procurement Contracting or by the equivalent bodies of Spain's autonomous communities), as indicated in **Section G.2 of said Key Characteristics**.

10.2 Tenderers must undertake to dedicate or assign to the performance of the contract the sufficient human or material resources indicated in **Section G.3 of the Key Characteristics**.

10.3 Tenderers may, in their performance of the contract, make use of the capabilities of other undertakings, irrespective of the legal nature of any links they may have with them, to demonstrate their economic and financial and technical or professional standing, provided that said undertakings are not affected by any disqualification from contracting and that the tenderers prove that, during the entire period of performance of the agreement, they actually have access to the necessary resources, by submitting to this end of a written undertaking from the aforementioned undertakings.

Under the same terms, temporary joint ventures may make use of the capabilities of joint venture participants or other undertakings.

10.4 The community certificates of businesspersons authorised to contract referred to in Article 97 LCSP constitute a presumption of eligibility with regard to the qualitative selection requirements set forth herein.

10.5 In the case of temporary joint ventures, all companies forming part thereof must demonstrate their standing under the terms indicated in **Section G.1 of the contract's Key Characteristics**. To determine the standing of a temporary joint venture, that demonstrated by each of the members shall be accumulated.

II PROVISIONS ON CONTRACT TENDERING, AWARD AND FORMALISATION

Eleven. Submission of documentation and proposals

11.1 Tenderers must submit documentation making up their bid in 3 envelopes, for each of the lots, by the deadline indicated in the invitation to tender, by means of the Digital Envelope tool, when so indicated in **Section F of the Key Characteristics**, available at the following web URL:

<https://contractaciopublica.cat/ca/perfils-contractant/detall/ICEC>

Once they access the Digital Envelope tool via this link, tenderers must complete a form to register with the tool. They will then receive a message at the email address(es) indicated in the registration form to activate the bid.

The email addresses indicated by tenderers in the Digital Envelope tool registration form, which shall be those used in the sending of emails associated with the use of the Digital Envelope tool, must be the same as those designated in their ESPD to receive notification and communication alerts via e-NOTUM.

Tenderers must retain the email that activated the bid, as the link contained in the activation message is the only access available to them to submit their bids via the Digital Envelope tool.

When accessing the web space for submitting bids via this link, tenderers must prepare all the required documentation and include it in electronic format in the relevant envelopes. Tenderers may prepare and submit this documentation on a staggered basis, before submitting their bid.

To begin forwarding the documentation, the tool will require tenderers to enter a keyword for each envelope with any encrypted documentation that forms part of the tender (Envelope A requires no keyword, as the documentation is not encrypted). This keyword will encrypt the documentation when the bids are submitted. Additionally, the decryption of the bid documents shall be performed using the same keyword, which must be safeguarded by the tenderers. We must stress the importance of safeguarding the keyword(s) (the same one, or different ones, may be used for each of the envelopes), as they are only held by the tenderers (the Digital Envelope tool neither stores nor remembers passwords entered) and they are essential for the decrypting of the bids and thus for accessing their content.

The ICEC shall demand of tenderers, via the email address indicated in the Digital Envelope tool's bid registration form, that they access the Digital Envelope tool to enter their keywords at the relevant time. Tenderers can access the web space for preparing and submitting the bid and, by clicking on the "go to send keywords" button, access the space from which to submit the keywords, after the deadline for submitting bids, without the need for any prior requirement or reminder from the Contracting Authority or the electronic tendering tool.

When tenderers enter their keywords, it will commence the decryption process for their documentation, which shall be kept in a secure¹ online space guaranteeing the inaccessibility of the documentation before, if applicable, the constitution of the Tender Evaluation Panel and the envelope opening act, on the established date and at the established time.

Tenderers must in all cases enter the keyword before the close of the act of opening of the first encrypted envelope.

Should a tenderer fail to enter the keyword, it will not be possible to access the content of the encrypted envelope. So, given that the submission of bids via the Digital Envelope tool is based on the encryption of the documentation and necessarily requires the entering by tenderers of the keyword(s), which only they safeguard over the course of the entire process to be able to access the encrypted content of the envelopes, no evaluation of any documentation forming part of their bid can be performed if it is not decrypted due to the company's failure to enter the keyword.

Once all the bid documentation has been completed and all the documents making it up attached, the bid itself shall be submitted. It shall not be deemed submitted until so registered, with the associated entry note, via the tool. After the bid has been submitted, the document sent in cannot be amended.

It should be noted that the Digital Envelope tool does not allow bids to be deleted or modified once they have been submitted; this is, however, possible at any time before a bid is submitted. In the event that a tenderer submits two or more bids for the same lot/contract within the deadline for submission of tenders, and intends the latter to replace one or more previous bids, it must inform the Contracting Authority of this by reliable means, and the latter or, where appropriate, the Tender Evaluation Panel, shall assess what should be done with these tenders.

Support material on how to prepare a bid using the Digital Envelope tool can be found in the "Material to assist users" section under "Support" on the Public Procurement Services Platform:

<https://contractaciopublica.cat/ca/manuals/usuari>

11.2 Pursuant to the provisions of Section 1.h of Additional Provision Seventeen LCSP, the sending of bids by means of the Digital Envelope tool may be performed in two stages, first submitting the electronic fingerprint of the bid documentation, by the bid submission deadline, whose receipt shall mean that the submission is deemed to have taken place for all purposes, and then submitting the bid documentation itself, within a maximum of 24 hours. Should this second submission not take place by the 24-hour deadline, the bid shall be deemed withdrawn.

If use is made of this possibility, it must be borne in mind that the documentation submitted in this second phase must coincide in its entirety with that with regard to which the digital fingerprint has previously been submitted, such that no modification to the electronic files making up the bid documentation may take place. In this regard, we must underline the importance of not manipulating these files (not even, for example, making copies of them, even with identical content), so as not to vary their electronic fingerprint, which is what shall be checked to ensure that the documents for bids submitted in two phases coincide.

Bids submitted after the deadline shall not be accepted under any circumstances.

¹ This "online safe" complies with the security requirements and guarantee of non-accessibility established in Additional Provision Seventeen to the LCSP.

11.3 Bids submitted must be free of computer viruses and of any type of harmful program or code, as no documents affected by a virus can be opened by the corporate tools of the Government of Catalonia. It is therefore the duty of the Tenderers to scan documents with an antivirus program and, should documents in their bids arrive with a virus, it shall be their responsibility if the Administration cannot access the content thereof.

Should any document submitted by Tenderers be damaged, blank, illegible or affected by a computer virus, the Tender Evaluation Panel shall assess, on the basis of which documentation is affected, the legal consequences with regard to the affected company's participation in the procedure, arising from the inability to access the content of some of the bid's documents. If they are documents essential for understanding or evaluating the bid, the Panel may resolve to exclude the company.

Tenderers may submit a backup copy of the electronic documents submitted on physical electronic media, which shall be requested of tenderers if necessary, to be able to access the content of any documents that are damaged. In this regard, one must remember the importance of not manipulating these files to avoid varying their electronic fingerprint, which is what shall be checked to ensure the match between the backup documents, submitted in physical electronic format, and those submitted for the bid using the Digital Envelope tool. In addition, it must be borne in mind that this backup cannot be used in the case of having submitted documents with a virus using the Digital Envelope tool, given the technical impossibility in such cases of making the comparison between the electronic fingerprints and thus of being able to guarantee the absence of any modification to the bids after expiration of the submission deadline.

11.4 The Digital Envelope tool does not permit the submission of files of more than 25 MB in size. Therefore, any bid file of or in excess of this size must be compressed in divided into different parts. This division must be carried out manual (not using winzip- or winrar-type automatic division utilities) and without including any password. The resulting split files shall be included in the Other Documentation section, duly numbered (e.g. Part 1 of 2, Part 2 of 2).

11.5 The technical specifications necessary for the electronic submission of bids are available in the "Material to assist users" section under "Support" of the Public Procurement Services Platform:

<https://contractaciopublica.cat/ca/manuals/usuari>

The admissible electronic document formats are as follows: PDF, Word and Excel.

11.6 Pursuant to Article 23 RGLCAP, foreign companies must submit their documentation officially translated into Catalan and/or Spanish.

11.7 Those interested in the tender procedure may request from the Contracting Authority additional information on specifications and other ancillary documentation, which shall be provided to them at least six days before the expiration of the deadline for submitting bids, provided that it has been requested at least 12 days prior to the expiration of the deadline for submitting proposals.

Those interested in the tender procedure may also contact the Contracting Authority to request clarification of the provisions of the term schedules or other documentation via the Questions and Answers section of the online tendering space noticeboard. These questions and answers

shall be made public and accessible via the aforementioned noticeboard, hosted on the ICEC's Contractor's Profile:

<https://contractaciopublica.gencat.cat/perfil/ICEC>

11.8 The proposals are confidential and their submission implies unconditional acceptance by the tenderer of the content hereof, as well as the technical specifications, and authorisation for the Contracting Authority to consult the data held on the Government of Catalonia's Electronic Register of Tenderers or the Official Register of tenderers and classified public sector companies, or the official listings of economic operators of a Member State of the European Union.

11.9 No more than one proposal may be submitted by each tenderer. Also, no tenderer may sign a proposal as part of a temporary joint venture with others if it has also done so individually, or is included in more than one joint venture. Violation of these rules shall result in the non-admission of any of the proposals signed.

11.10 Content of envelopes

CONTENT OF ENVELOPE A (GENERAL DOCUMENTATION)

a) European Single Procurement Document (ESPD)

Tenderers must submit the Single European Procurement Document (ESPD), together with the self-declaration form and authorisation for the obtaining of data, attached as **Annex 1**, by means of which they make the following representations:

- That the company is validly incorporated and that, pursuant to its business object, it may enter into the tender process, and that the person signing the ESPD has due power of attorney to submit the proposal and the ESPD;
- That it fulfils the economic and financial and technical and professional standing requirements, pursuant to the minimum requirements stipulated herein;
- That it is not disqualified from contracting;
- That it fulfils the remaining requirements established herein and that can be proven via the ESPD.

Also, the given name, surname and TIN of the person(s) authorised to access electronic notifications must be included, as must the email addresses and, additionally, the mobile telephone numbers for receiving notification alerts, pursuant to Clause Eight hereto. To guarantee the receipt of electronic notifications, we recommend designating more than one authorised person to receive them, as well as a number of email addresses and mobile telephone numbers for receiving alerts on their availability. These data must be included in the "Contact Person(s)" Section of Part II.A to the ESPD.

Additionally, tenderers shall indicate in the ESPD, if applicable, the information on the person(s) empowered to represent them in this procurement tender process. The ESPD must be submitted with the electronic signature of the person(s) duly empowered to represent the tenderer when submitting the proposal.

In the case of companies taking part in the tender process with an undertaking to come together in a temporary joint venture if they are awarded the contract, each individual company must prove its own legal personality, capacity and standing and submit a separate ESPD. In addition

to the ESPD, they must provide a document placing on record the undertaking to formally constitute a temporary joint venture should they be awarded the contract.

Should the tenderer make use of the standing and resources of other companies pursuant to the provisions of Article 75 LCSP, it must indicate the fact in the ESPD and must submit another separate ESPD for each of the companies whose standing it is to make use of or that it intends to subcontract.

Pursuant to Article 71.1. d) LCSP, proof of compliance with the job reservation quota and the obligation to possess an equality plan must also be provided by means of submission of the ESPD.

Nevertheless, any tenderer recorded in a freely-accessible national database of a European Union Member State, such as an electronic storage system or a pre-qualification system must only complete, in each part of the ESPD, that information not included on such databases. Thus, companies registered in the [Electronic Register of Tenderers \(RELI\) of the Government of Catalonia](#), governed by Decree 107/2005, of 31 May, and managed by the Technical Secretariat of the Public Procurement Consultative Board of Catalonia, or in the Official Register of Tenderers and Classified Undertakings, are only obliged to indicate in the ESPD that information which is not recorded in these registers, or that which is not current or updated. In any case, such companies must indicate in the ESPD the necessary information to permit the Contracting Authority to access the relevant supporting documents or certificates, if applicable.

The submission of documentation supporting fulfilment of the requirements stipulated in these specifications, whose fulfilment has been indicated in the ESPD, must be carried out by the tenderer receiving the award proposal due to submitted the most advantageous bid, prior to the awarding of the contract.

However, the Contracting Authority or the Tender Evaluation Panel may require that tenderers submit some or all of the documentation supporting fulfilment of the prerequisites, when they consider that there are reasonable doubts as to the validity or credibility of the ESPD or for the proper functioning of the procedure. Nevertheless, any tenderer recorded in the Electronic Register of Tenderers, or in the Official Register of tenderers and classified public sector companies or included in a freely-accessible national database of a European Union Member State shall not be obliged to submit supporting documents or other documentary evidence of the data recorded in such registers.

b) Declaration of submission to the courts and tribunals of Spain

Foreign tenderers must submit a declaration of submission to the courts and tribunals of Spain, of all levels, for any incidents that may arise regarding the contract, expressly renouncing their own jurisdiction.

c) Other documentation

Any other documentation required in **Section J of the Key Characteristics**.

d) Provisional guarantee

Not required.

CONTENTS OF ENVELOPE B

Envelope B shall include the contents of **Annex 3**.

CONTENTS OF ENVELOPE C

Envelope C shall include the **tenderer's proposal** pursuant to the form attached as **Annex 4** here and which shall be included in the form of a template within the Digital Envelope. Tenderers must submit the bid for each and every one of the points requested.

Inclusion of Envelope B or C documents in Envelope A, or Envelope C documents Envelope B, shall give rise to the exclusion of the tenderer.

Financial proposals containing omissions, errors or amendments preventing a clear understanding of anything regarded as key in their evaluation shall not be accepted.

Using the Digital Envelope tool, companies must sign the 'summary' document for their bids, with an advanced electronic signature based on a qualified or recognised certificate, whose signing shall be regarded as the signing of the entirety of the bid, given that this document contains the electronic fingerprints of all the documents making it up.

Proposals must be signed by the legal representatives of the tenderers and, in the case of companies taking part with an undertaking to constitute a temporary joint venture if awarded the contract, they must be signed by the representatives of all the companies making it up. The person(s) signing the bid must be the signatory or one of the signatories of the ESPD.

In this tender process, the documentation to be submitted may not be regarded as confidential. It may be only regarded as confidential if it includes industrial, technical or trade secrets and/or intellectual property rights, whose disclosure to third parties may be contrary to their legitimate business interests, to the detriment of fair competition between sector businesses; or when their processing may be contrary to the provisions of personal data protection regulations. In addition, any other information whose content could be used to distort free competition, either during this tender procedure or other subsequent ones, shall be regarded as confidential. Under no circumstances shall the company's financial bid nor the information contained in the ESPD be regarded as confidential.

The companies' declaration of confidentiality must be necessary and proportional for the end or interest whose protection is sought and the documents and/or data supplied that they regard as confidential must be expressly established and duly supported. No generic or unsupported declarations of confidentiality shall be accepted.

In any case, it is the responsibility of the Contracting Authority to assess the properness of the classification of certain documentation as confidential and, accordingly, to decide upon the possibility of accessing or viewing said documentation, after giving due hearing to the affected tenderer(s).

As noted in Section 3 to this Clause, tenderers may submit a backup copy, on physical electronic media, of their bid documents submitted using the Digital Envelope tool. This backup copy must be handed over at the request of the Contracting Authority/Tender Evaluation Panel, if required, and must contain a copy of the bid with the exact same documents—with the exact same digital fingerprints—as those supplied using Digital Envelope tool.

11.11 The submission of bids means that the Contracting Authority may make consultations or obtain, at any time during the procurement proceedings, information regarding everything declared by the tenderers or contractors, unless the expressly oppose this.

Twelve. Tender Evaluation Panel

12.1 The Tender Evaluation Panel is made up of the following members:

CHAIR:

The Head of Financial Management or the person replacing them.

MEMBERS:

The ICEC CEO, as internal financial/economic oversight body.

The ICEC Legal Counsel or the person replacing them.

The Filmoteca de Catalunya Head of Administration or the person replacing them

The Head of the Filmoteca de Catalunya Conservation and Restoration Centre or the person replacing them

SECRETARY:

Financial Management Technician or the person replacing them

12.2 The Tender Evaluation Panel will open Envelope A, check that the signatures on the bids are correct and evaluate the documentation contained in Envelope A. Should any correctable defects be observed, they will be reported to the tenderers affected for correction within a period of three days.

Once any defects in the signature or the documents in Envelope A have been corrected, the Panel will evaluate and determine the companies admitted to or excluded from the tender process, together with the reasons for exclusion. Notwithstanding their communication to the interested parties, these circumstances will be made public via their contractor's profile.

Furthermore, in accordance with Article 95 of the LCSP, the Panel may ask the tenderers for any clarifications needed regarding the certificates and documents presented or require them to present supplementary ones, for which, in accordance with Article 22 of the RGLCAP, they will have a period of five calendar days after which they may not be presented once the bids have been declared as accepted.

Requests for clarification and corrections shall be made through the function provided for this purpose in the Digital Envelope tool, by means of an e-mail sent to the address(es) indicated by the tenderers in the registration form, which shall contain a link for accessing the area of the tool where the relevant documentation must be submitted.

Tenderers shall be notified of these clarification or correction requests by means of an electronic notification sent via e-NOTUM, which is integrated within the Public Procurement Services Platform, pursuant to Clause Eight hereto.

12.3 Resolutions for exclusion adopted by the Panel after the opening of Envelope A may be challenged under the terms established in Clause Forty-One.

Thirty. Expert committee

No expert committee is required for this tender process.

Forty. Identification of the most advantageous bid

14.1 Contract award criteria

To evaluate the bids and determine which is best one, the award criteria set forth in **Annex 5a and 5b** hereto shall be applicable.

14.2 Procedure for evaluating the bids

The invitation to tender shall indicate the date, place and time scheduled for the opening of Envelopes B and C submitted by the admitted tenderers.

The Tender Evaluation Panel may request and accept clarifications or corrections of insubstantial material or formal errors in the bids that do not prevent an understanding of the meaning of the bid. Clarification or correction of errors in the bids shall only be allowed when this does not lead to a modification of or added precision in the bid, for the purpose of upholding the principle of equal treatment for all tenderers.

Requests for clarification and corrections shall be made through the function provided for this purpose in the Digital Envelope tool, by means of an e-mail sent to the address(es) indicated by the tenderers in the registration form, which shall contain a link for accessing the area of the tool where the relevant documentation must be submitted.

Tenderers shall be notified of these clarification or correction requests by means of an electronic notification sent via e-NOTUM, which is integrated within the Public Procurement Services Platform, pursuant to Clause Eight hereto.

Tenderers whose bids do not match the documentation provided, that exceed the base tender budget, that include substantial modifications to the bid templates established in this document, that entail a clear error in the proposal amounts, and for which the tenderer acknowledges the existence of an error or inconsistency that makes the bid unviable, shall be excluded from the tender by means of a resolution setting out the grounds for same.

The existence of errors in the financial bids submitted by the tenderers shall result in their exclusion from the tender process when they could jeopardise the principle of equality due to preventing a precise understanding of the price actually being offered by tenderers and therefore preventing the bids from being evaluated.

The panel may request any technical information it considers necessary before issuing its award proposal. It may also request these reports if it wishes to verify that the bids comply with the procurement's technical specifications. Any proposals that do not comply with said specifications shall not be evaluated.

It may also request reports from user social organisations the recipients of the service, from organisations that are representative of the sphere of activity to which the object of the contract relates, from trade union organisations, from organisations that defend gender equality and from other organisations, to verify social and environmental aspects.

- Resolutions excluding tenderers adopted after the opening of Envelopes B and C may be challenged under the terms established in Clause Forty.

14.3 In cases of a tie in the scores obtained by tenderers' bids, the following shall be given preference in the awarding of the contract:

- Proposals submitted by tenderers that, upon expiration of the bid submission deadline, have on their workforce a higher percentage of disabled workers than that imposed by law. If more than one tenderer tied with regard to the most advantageous proposal demonstrate that they have on their workforce a higher percentage of disabled workers than that imposed by law, preference shall be given in the awarding of the contract to the tenderer with the highest percentage of permanent employees with disabilities on their workforce.
- Proposals submitted by social integration enterprises governed by Law 44/2007, of 13 December, on the regime for social integration enterprises that meet the requirements of said law, in that they are deemed as such.
- Proposals submitted by tenderers that, upon expiration of the bid submission deadline, include measures of a social and employment nature to foster equality of opportunity between men and women.

Tenderers must submit supporting documentation for tie break criteria at the time the tie arises.

14.4 Identification of bids that include abnormal values shall be carried out in accordance with the target limits and parameters established in **Section I** of the Key Characteristics.

Should one or more of the bids submitted be suspected of being abnormal, the Tender Evaluation Panel shall require the tenderer(s) to justify the bid and give a reasoned and detailed breakdown to explain the low prices or costs, or any other parameter in light of which the bid is considered to be abnormal. For this purpose, the Panel shall request that tenderer(s) provide whatever clarifications it considers necessary on the viability of the offer and the relevant justifications. Tenderer(s) shall have a maximum of 3 business days to submit the relevant information and documents to this end.

Requests for justification shall be made through the function provided for this purpose in the Digital Envelope tool, by means of an e-mail sent to the address(es) indicated by the tenderer(s) in the registration form, which shall contain a link for accessing the area of the tool where the relevant documentation can be submitted.

The request shall be notified by means of an electronic notification sent via e-NOTUM, which is integrated within the Public Procurement Services Platform, pursuant to Clause Eight hereto.

After this deadline, if the Tender Evaluation Panel has not received the requested explanatory information and documentation, it shall inform the Contracting Authority thereof, and the proposal shall be deemed incomplete and the tenderer shall be excluded from the tender process.

If the Tender Evaluation Panel receives the requested explanatory information and documentation before the deadline, it shall evaluate the bid and proceed to submit a reasoned proposal for acceptance or rejection to the Contracting Authority, so that the latter may decide, after receiving the relevant advice from the relevant department, whether to accept the bid as it considers it to be proven viable, or otherwise to reject it.

The Contracting Authority shall reject any bids suspected of being abnormal if the justifications thereof are based on hypotheses or practices that are unsuitable from a technical, economic or legal perspective. It shall also reject any offers if it ascertains that they are abnormally low because they infringe subcontracting regulations or fail to comply with national or international environmental, social or employment obligations, including failure to comply with current sector-specific collective bargaining agreements, as set out in Article 201 LCSP.

Fifteen. Classification of bids and requirement for documentation prior to the award

15.1 After the bids have been evaluated, the Tender Evaluation Panel shall classify them in decreasing order and, subsequently, forward to the Contracting Authority the relevant award proposal.

To perform of this classification, the Panel shall take into account the award criteria set out in **Annex 5a and 5b** hereto.

The award proposal issued by the Panel shall not generate any rights in favour of the tenderer proposed as the successful tenderer, as the Contracting Authority may reverse its decision as long as it provides due cause.

15.2 After the Contracting Authority has accepted the Tender Evaluation Panel's proposal, the relevant departments shall call upon the tenderer submitting the best offer to, within ten business days of the day following the date upon which it has received the associated notice, submit the supporting documentation mentioned below.

The request shall be notified by means of an electronic notification sent via e-NOTUM, which is integrated within the Public Procurement Services Platform, pursuant to Clause Eight hereto.

The documentation shall be submitted through the function provided for this purpose in the Digital Envelope tool, by means of an e-mail sent to the address(es) indicated by the tenderers in the registration form, which shall contain a link for accessing the area of the tool where the relevant documentation can be submitted.

A.1 Companies not registered in the RELI or the Official State Registry of Tenderers and Classified Companies, or which are not listed in a national database of a European Union Member State.

The tenderer that has submitted the best bid must provide the following documentation and, where necessary, this documentation must also be provided for those other companies whose services or resources are used:

- Documentation demonstrating the company's capacity to act and its legal status, in accordance with the provisions of Clause Nine.
- Documentation demonstrating the representation and legal status of the persons signing the bids: a power of attorney to appear or sign bids on behalf of another and the national identity card or passport. The company can prove this by registering with the [Representa](#) register.
- Documentation proving fulfilment of the specific requirements regarding standing or the corresponding classification certificate.

Additionally, the tenderer that has submitted the best bid must furnish:

- Documents proving the actual availability of the resources that the company has undertaken to dedicate or assign to the execution of the contract, in accordance with Article 76.2 of the LCSP.

- Documentation proving that the performance bond has been constituted, in accordance with the provisions of Clause 16a (unless the bond is established in the form of a price withholding).
- Any other documentation which, due to the nature of the contract, is specifically mentioned in **Section J of the Key Characteristics**.

A.2. Companies that are registered in the Electronic Register of Tenderers (RELI) or the Official State Registry of Tenderers and Classified Companies or which are listed in a national database of a European Union Member State.

The company presenting the best bid must provide all the documentation on the capacity and solvency required to participate in the tender not already entered in these registers or not currently valid or up to date, in accordance with Clause Eleven hereto, and the following documentation:

- If the tenderer avails itself of the services or resources of other companies, the commitment to have the necessary resources available as established in Article 75.2 of the LCSP.
- Documents proving the actual availability of the resources that the company has undertaken to dedicate or assign to the execution of the contract, in accordance with Article 76.2 of the LCSP.
- Documentation proving that the performance bond has been constituted, in accordance with the provisions of Clause 16a.
- Any other documentation which, due to the nature of the contract, is specifically mentioned in **Section J of the Key Characteristics**.

15.3 Once the tenderer that has submitted the best bid has provided the requested documentation, it shall be evaluated. If the documentation submitted is found to contain correctable defects or errors, the affected tenderers shall be notified so they may make the relevant corrections or modifications within three business days.

Requests for corrections shall be made through the function provided for this purpose in the Digital Envelope tool, by means of an e-mail sent to the address(es) indicated by the tenderer in the registration form, which shall contain a link for accessing the area of the tool where the relevant documentation can be submitted.

Tenderers shall be notified of these correction requests by means of an electronic notification sent via e-NOTUM, which is integrated within the Public Procurement Services Platform, pursuant to Clause Eight hereto.

If the documentation is not correctly provided within the specified period, or is not corrected within the corresponding period, the tenderer shall be deemed to have withdrawn its offer and the contract shall be offered to the tenderer with the next highest score, in the order in which the bids have been classified. Occurrence of this situation shall entail the requirement to pay a penalty of 3% of the base tender budget, excluding VAT, which shall be settled from any provisional performance bond that has, if applicable, been constituted, and may also result in the company in question being disqualified from contracting on the grounds envisaged in Article 71.2.a LCSP.

Similarly, any misrepresentation in tenderer representations in the ESPD or in other declarations may constitute grounds for disqualification from contracting with the public sector under the cause envisaged in Article 71.1.e of the LCSP.

Sixteen. Performance bond

16.1 The performance bond shall be established for the amount indicated in **Section L of the Key Characteristics**.

16.2 The bond may be constituted in one of the following ways:

a) In cash or in government securities, subject in each case to the applicable regulatory conditions. The cash and the security deposit certificates must be deposited in the General Public Depository of the General Treasury of the Government of Catalonia or in any of the regional treasuries.

b) By means of a guarantee, provided in the manner and conditions established by the applicable regulations, by one of the banks, savings banks, credit unions, credit institutions or mutual guarantee companies authorised to operate in Spain, and which must be deposited in one of the establishments mentioned in Section a).

c) By taking out a surety insurance bond with an insurance company authorised to operate in the manner and conditions established by the applicable regulations. The insurance bond certificate must be submitted to one of the establishments mentioned in Section a).

d) By authorisation requesting that the definitive guarantee be carried out in the form of a price withholding (Art. 108.2 LCSP).

16.3 In the case of temporary joint ventures, the performance bond may be constituted by one or several of the participating companies, as long as the total amount reaches the amount required by **Section L of the Key Characteristics** and covers all the member companies of the temporary joint venture severally.

16.4 The performance bond shall be constituted with regard to the items defined in Article 110 of the LCSP.

16.5 In the event of the redemption or total or partial substitution of the securities constituting the bond, the successful tenderer is obliged to replace the same by the necessary sum such that the amount of the bond is not reduced, and said substitution must be certified by documentary evidence.

16.6 When the total value of the contract varies due to amendment thereof, the bond must also be adjusted, within 15 days of notification to the tenderer of the amendment resolution, by the necessary amount in order to maintain the correct proportion between the bond and the contract budget in force at the given time. For these purposes, consideration shall not be given to any price variations that may arise as a result of price reviews carried out in accordance with the chapter of the LCSP regarding price reviews for public procurement contracts.

16.7 When the successful tenderer is required to pay compensation or penalties and these are deducted from the bond, the bond must be replaced or replenished by the corresponding amount within a period of 15 days from said deduction.

16.8 Should the bond not be replaced in accordance with the conditions mentioned in the previous section, the ICEC may terminate the contract.

Seventeen. Decision not to award or sign the procurement contract and discontinuance of tender procedure

The Contracting Authority may decide not to award or enter into the contract for duly justified reasons of public interest, sending the corresponding notification to tenderers before the formalisation of the contract.

It may also discontinue the tender procedure, prior to formalisation of the contract, notifying the tenderers thereof, when it detects a non-correctable infraction of the regulations for drawing up the contract or those governing the award process.

In both cases, tenderers shall be compensated for any expenses they may have incurred.

The decision not to award or enter into the contract and the discontinuance of the award procedure shall be published on the Contractor's Profile.

Eighteen. Awarding of the contract

18.1 Once the documentation referred to in Clause Fifteen has been submitted, the Contracting Authority shall resolve to award the contract to the proposed successful tenderer(s) within a period of five business days following receipt of said documentation.

The tender shall not be declared unsuccessful if any there is bid that is admissible pursuant to the criteria hereof. However, if occurring, any declaration that this tender is unsuccessful shall be published on the Contractor's Profile.

18.2 Tenderers shall be notified of the decision to award the contract by means of an electronic notification sent via e-NOTUM, pursuant to Clause Eight hereto, and this shall be published on the Contractor's Profile of the Contracting Authority within a period of 15 days, indicating the deadline for formalising the contract.

For these purposes, a communication shall be sent to the e-mail address or, if provided, the mobile telephone number indicated by tenderers in their bids, informing them that said notification has been published. The e-mail shall also contain a link for accessing the notification.

Nineteen. Contract formalisation and conclusion

19.1 The contract shall be formalised through an administrative document signed by advanced electronic signature based on a qualified or recognised electronic signature certificate.

The successful tenderer(s) may request that the contract be converted into a public deed, and must bear the resulting costs.

19.2 Since the acts and decisions of this procurement process are, pursuant to Article 44.1 LCSP, open to special appeal in procurement matters, the contract shall be formalised once the minimum period of fifteen working days has elapsed since the notification of the award referred to in the previous clause has been sent to tenderers.

The departments affiliated with the Contracting Authority shall require the successful tenderer(s) to formalise the contract within five days of that following the date of receipt of the requirement, after expiration of the term contemplated in preceding paragraph, unless a special procurement-

related appeal is lodged that entails suspension of the formalisation or the body responsible for resolving upon the appeal lifts the suspension.

19.3 If the contract is not formalised within the period mentioned in the preceding section due to causes attributable to the successful tenderer, it shall be required to pay a penalty of 3% of the base tender budget, excluding VAT, which shall initially be taken from the performance bond, if one has been established. This circumstance may also lead to the company being disqualified from contracting, in accordance with Article 71.2 *b* LCSP.

If the contract is not formalised within the established period due to causes attributable to the ICEC, the successful tenderer shall be compensated for any harm or damage caused by the delay.

In the event that the contract cannot be formalised with the successful tenderer, it shall be awarded to the company that has submitted the next-best bid, according to the order of classification of the bids, after the documentation referred to in Clause Fifteen has been submitted and subject to the periods and deadlines envisaged in the previous sections.

19.4 Companies that have submitted tenders with a commitment to form a temporary joint venture must submit the public deed proving the establishment of such joint venture after being awarded the contract, placing on record the appointment of the representative or person with the sole power of attorney to represent the joint venture with sufficient powers to exercise the rights and comply with the obligations arising from the contract until expiration of the same.

19.5 The content of the contract shall be as established by Articles 35 LCSP and 71 of the RGLCAP and shall not include any clause that implies alteration of the terms of the award.

19.6 The contract shall be concluded with the formalisation thereof and this shall be an essential requirement for commencing performance thereof.

19.7 The formalisation of this contract shall, together with the contract, be published on the Contractor's Profile within 15 days of its conclusion.

19.8 Once the contract has been formalised, the Public Registry of Contracts of the Government of Catalonia shall be notified of the basic details for the purpose of registration thereof, including the identity of the successful tenderer, the amount of the awarded contract and the corresponding VAT breakdown; subsequently, if applicable, it shall be notified of any amendments, extensions, variations to terms or prices, final amount and expiration of the contract.

The contractual data notified to the Public Registry of Contracts shall be publicly accessible, subject to the restrictions imposed by data protection regulations, as long as they are not of a confidential nature.

III. CONTRACT PERFORMANCE

Twenty. Special performance conditions

The special performance conditions shall be specified in **Section M of the Key Characteristics** of the contract, pursuant to the provisions of Article 202.2 LCSP.

Twenty-One. Performance and oversight of services

The contract shall be performed in accordance with the provisions of its clauses and the specifications, and pursuant to any instructions that are given to the contractor or contractors with regard to their interpretation by the person responsible for the contract referred to in Clause Twenty-Four hereto.

Twenty-Two. Work schedule

Not evaluated in this procurement tender process.

Twenty-Three. Fulfilment of terms and proper performance of contract

23.1 The contractor is obliged to comply with the total performance term of the contract.

23.2 If, for causes attributable to itself, the contractor falls behind in its compliance with the final or partial deadlines, the ICEC may opt, depending on the circumstances, to terminate the contract, with the loss of the bond or the application of penalties, in the manner and under the conditions established in the Articles 193 and 194 LCSP.

The ICEC shall have the same powers if, for causes attributable to the contractor, the latter partially fails to comply with the performance of the services defined in the contract.

If the delay in complying with deadlines arises due to reasons not attributable to the contractor and it offers to comply if the initial performance term is extended, it shall be granted a period at least equal to that lost, unless the contractor requests a shorter period.

No formal declaration of delay on the part of the contractor shall require prior notice or warning on the part of the ICEC.

23.3 In the event of defective fulfilment of the service that is the object of the contract or breach of the commitments assumed by the contractor(s) or of the special performance conditions established in Clause Twenty hereto, penalties may be imposed, in proportion to their gravity, of amounts not exceeding 10 percent of the contract price, excluding VAT, nor exceeding, in total, 50 percent of the contract price.

In the case of failure to comply with the environmental, social or employment obligations referred to in Clause Twenty-Nine hereto, penalties may be imposed, in proportion to their gravity, of amounts not exceeding 10 percent of the contract price, excluding VAT, nor exceeding, in total, 50 percent of the contract price.

23.4 Should the contractor breach the obligation to submit a detailed listing of subcontractors or suppliers and supporting documentation for payments, contemplated in Clause Thirty-Four hereto, penalties may be imposed, in proportion to their gravity, of amounts not exceeding 10 percent of the contract price, excluding VAT, nor exceeding, in total, 50 percent of the contract price.

23.5 The penalties shall be deducted from the total or partial payment amounts that are to be paid to the contractor or from the bond which has been constituted, if applicable, when it is not possible to deduct the penalties from the aforementioned payments.

Twenty-Four. Person responsible for the contract

Regardless of the unit responsible for the monitoring and ordinary performance of the Key Characteristics, the Head of the Conservation and Restoration Centre shall be appointed as the person responsible for contract, and shall have the following duties:

- To supervise the performance of the contract, take decisions and issue the instructions required to ensure correct provision of the service, always acting within the powers granted to him/her by the Contracting Authority.
- To adopt any proposals regarding the imposing of penalties.
- To issue a report establishing whether any delay in performance has been caused by reasons attributable to the contractor.

Compliance with the instructions issued by the person responsible for the contract, together with the contract clauses and specifications, is compulsory in the performance of the contract.

Twenty-Five. Incident resolution

Any incidents that may arise in the performance of the contract due to interpretive differences between the ICEC and the contractor regarding the agreed terms, or due to the need to amend the conditions of the contract, shall be handled by means of adversarial procedure, which shall necessarily include the steps indicated in Article 97 of the RGLCAP.

Unless justified due to reasons of public interest or required by the nature of the incident(s), said procedure shall not result in the suspension of the contract.

Twenty-Six. Resolution of interpretative technical doubts

For the resolution of any technical differences of opinion that may arise during the performance of the contract, a non-binding technical report may be requested from a body external to the ICEC.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

Twenty-Seven. Payments to the contractor

27.1 The amount for the services shall be proven in accordance with the technical specifications, via the documents proving total or partial performance of the contract, as applicable.

27.2 Payment to the contractor shall be made upon submission of an invoice issued in accordance with applicable regulations on electronic invoicing, within a maximum period of 30 calendar days from the effective date of provision of the service or receipt of the contractual object or, if this date is unknown, from the date of recording of the invoice.

Pursuant to the provisions of Law 25/2013, of 27 December, on the promotion of electronic invoicing and the creation of accounting records of invoices in the public sector, the invoices must be signed by means of an advanced electronic signature based on a qualified certificate, and must include the procurement dossier number.

The format of the electronic invoice and signature must comply with the specifications of Annex 1 of Order ECO/306/2015 of 23 September, which governs the procedure for processing and

entering invoices in the invoice accounting records of the Administration of the Government of Catalonia and the public sector thereof.

The e.FACT platform is the channel generally used for sending electronic invoices to the Administration of the Government of Catalonia and the public sector thereof.

The identifying details on the administration body with powers in the field of public accounting, on the Contracting Authority and on the addressee, which the contractor must place on record in the associated invoices, are as follows: the processing unit and management and accounting office is A09006195.

The status of invoices can be checked on the website of the Department of the Vice-Presidency and of Economy and Finance, in the section (Tresoreria i Pagaments->Pagaments als creditors->Tràmit de consulta de l'estat de pagament de documents) [Budget and payments->Consult invoice status and payment status of documents], as of the day after the invoice is entered into the system.

27.3 In the event of late payment, the contractor is entitled to receive, under the legally established terms and conditions, corresponding late payment interest and compensation for collection costs, as provided for by Law 3/2004 of 29 December, which establishes measures against delinquency in commercial transactions.

27.4 The contractor shall not be entitled to receive, in any given year, and regardless of the amount of the work executed or the certificates issued, payment in excess of that allocated to the year in question (as adjusted by the award coefficient).

27.5 The contractor may transfer the collection rights under the terms and conditions established in Article 200 of the LCSP.

Twenty-Eight. Contractor liability

The contractor is liable for the technical quality of the work it carries out and of the provisions and services delivered, as well as for the consequences that may arise for the ICEC or third parties due to any omissions, errors, unsuitable methods or incorrect conclusions in the performance of the contract.

The contractor shall perform the contract at its own risk and undertakes to pay compensation for any harm or damage caused to third parties as a result of the operations required for the performance of the contract, except when said harm or damage is the result of immediate and direct orders from the ICEC.

Twenty-Nine. Other contractor obligations

General obligations

a) In its performance of the contract, the contractor undertakes to comply with applicable environmental, social and employment-related obligations established by European Union law, national law, collective bargaining agreements and the provisions of international environmental, social and employment law that are binding for the State, in particular those specified in Annex V LCSP.

It also undertakes to comply with the current provisions regarding tax matters and the social integration of persons with disabilities.

Failure to comply with the aforementioned environmental, social or employment obligations and, in particular, recurring delays in the payment of wages or the serious and culpable application of wage conditions below those specified in the relevant collective bargaining agreements, shall result in the application of the penalties referred to in Clause Twenty-Three hereto.

b) The contractor undertakes to ensure that the wage conditions of its workers comply with the applicable collective bargaining agreement for the sector.

c) The contractor undertakes to implement measures aimed at promoting gender equality in relation to the work carried out for the provision of the service.

d) The contractor must use Catalan in its relations with the Catalan Institute for Cultural Companies arising from the performance of the object of the contract.

The contractor must hand over the work object of this contract, as well as any documentation that may be generated, in Catalan.

In addition, the contractor must assign to the performance of the contract suitable means and personnel to ensure that language of the services that are the object of the contract is checked for correctness in terms of grammar and style.

In addition, the contractor must assign to the performance of the contract suitable means and personnel to ensure that the services that are the object of the contract can be provided in Catalan. For these purposes, the contractor must adopt the necessary staff training measures to ensure that staff who may have contact with the public have a sufficient understanding of Catalan to assist people, provide information and communicate fluidly and appropriately.

The contractor is subject, during the performance of the contract, to the obligations arising from Law 1/1998 of 7 January on language policy and its implementing provisions. Within the territorial scope of the Val d'Aran, contractors must use Aranese, in accordance with Law 35/2010 of 1 October on the Occitan and Aranese languages in the Val d'Aran, and the regulations of the Conselh Generau d'Aran that implement it.

Furthermore, the contractor is obliged to use the official forms of toponymy or cartography in Catalonia, which must necessarily be in Catalan, in the performance of the contract.

e) Contractors undertake to comply with all the provisions of Organic Law 3/2018, of 5 December, on personal data protection and guaranteeing digital rights, with regard to any personal data to which it has access by virtue of the contract; and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Any documentation and information that arises or to which access is obtained for the purpose of carrying out the services that are the object of this contract and which belongs to the ICEC, is confidential in nature and may not be either fully or partially reproduced in any media or format. As such, it may not be processed, digitally edited or disclosed to third parties beyond the strict scope of direct performance of the contract.

f) Pursuant to Article 3.5 of Law 19/2014, of 29 December, on transparency, access to public information and good government, the contractor undertakes to provide any necessary information to ensure compliance with the obligations established by said Law. To ensure compliance with Article 55.2 of Law 19/2014, of 29 December, on transparency, access to public information and good government, contractors must ensure that their activities are carried on in line with the ethical principles and rules on conduct established in Clause 20a hereto.

g) Contractor(s) must prove that the staff the assign to performance of the contract comply with the provisions of Article 13.5 of Organic Law 1/1996, of 15 January, on legal protection for minors, partially modifying the Civil Code and the Law on Civil Proceedings.

h) Contractors must comply with the obligations set forth in **Annex 6** hereto, on special rules regarding the staff contractors assign to performance of the contract.

i) The contractor undertakes to provide the service with the agreed continuity; to ensure the orderly progress of the service; to provide compensation for any harm caused to third parties as a consequence of the operations required to carry on the services, except for those occurring to causes attributable to the ICEC; and, if applicable, to hand over and work and facilities in regard to which it has made undertakings in a proper state of repair and operation.

Thirty. ICEC prerogatives

Within the limits of the LCSP and subject to the requirements and effects thereof, the Contracting Authority has the prerogative of interpreting the contract, resolving any doubts concerning its performance, amending it in the public interest, declaring the liability of the contractor in relation to its performance, suspending its performance, resolving to terminate it determining the effects thereof.

Furthermore, the Contracting Authority has the right to inspect the activities carried out by the contractor during the performance of the contract, in accordance with the terms and conditions and with the limits established by the LCSP.

The agreements adopted by the Contracting Authority when exercising the aforementioned prerogatives shall not be appealable before administrative bodies and may be enforced immediately.

The prerogatives of the ICEC shall be exercised in accordance with the procedure established in Article 191 LCSP.

Thirty-One. Amendments to the contract

31.1 The contract may only be amended for reasons of public interest, in the cases and in the manner specified in this Clause and pursuant to the provisions of Articles 203 to 207 LCSP.

31.2 Forecast amendments: none.

31.3 Unforeseen amendments

Amendments to the contract that are not envisaged in this clause may only be carried out when the requirements and circumstances envisaged in Article 205 LCSP are fulfilled or occur, in accordance with the procedure governed by Article 191 LCSP and the particular conditions envisaged in Article 207 thereof.

These amendments are mandatory for the contractor, unless they imply, individually or jointly, an alteration that exceeds 20% of the initial contract price, not including VAT. In this case, the Contracting Authority shall obtain the prior written agreement of the contractor to make the amendment; if this is not granted, the contract shall be terminated pursuant to the cause contemplated in Article 211.1.g) LCSP.

31.4 Amendments to the contract shall be formalised pursuant to the provisions of Article 153 LCSP and Clause Nineteen hereto.

31.5 The announcement of any amendment to the contract, together with the response issued by the contractor and all the reports which, if applicable, are requested prior to the approval of the amendment, both those provided by the contractor and those issued by the Contracting Authority, shall be published on the Contractor's Profile.

Thirty-Two. Suspension of the contract

The contract may be suspended on the decision of the ICEC or because the contractor chooses to suspend fulfilment of the contract in the case of delay in making payment exceeding 4 months, informing the ICEC thereof one month in advance.

In all cases, the ICEC must issue the corresponding suspension certificate, either on an ex officio basis at the contractor's request, pursuant to the provisions of Article 208.1 LCSP.

In accordance with Article 103 RGLCAP, the suspension certificate must be signed by a representative of the Contracting Authority and a representative of the contractor, and must be issued within two business days of the day after the contract suspension resolution is adopted.

The ICEC must pay the contractor for any harm or damages it effectively suffers in accordance with the provisions of Article 208.2 LCSP. Payment of damages to the contractor shall only cover the items indicated in this precept.

Thirty-Three. Ethics clause²

33.1 Senior officials, executives, managers, administrators and personnel at the service of the Public Administration and its public sector who directly or indirectly are involved in the public procurement procedure are subject to the provisions of code of conduct and principles recommended for public procurement, which will be applied to all actions in they are involved in any phase of the procurement procedure, in accordance with the extent of their involvement and responsibility in the procedure.

On presenting a bid, tenderers are obliged to abide by the code of conduct and principles recommended for public procurement in accordance with the ethics and integrity commitments involved in the contractual relationship.

33.2.A Tenderers, contractors and subcontractors undertake to comply with the following obligations:

² This clause transcribes the literal wording of [Instruction 1/2019 of the Directorate-General for Public Procurement](#), which also provides for the possibility of expanding or adding detail to its content depending on the object of the contract. The principles, ethical values, rules of conduct and good practices set out in the [Code of Ethics and Conduct in Public Procurement](#), approved by Resolution GOV/226/2023, of 7 November, must also be taken into account.

- a) To observe the ethical principles, rules and canons that govern the activities, trades and/or professions involved in the services contracted.
- b) Not to carry out actions that put the public interest at risk in the context of the contract or the services put out for tender.
- c) To report any irregularities that may arise in public procurement processes or during the performance of the contracts.
- d) To refrain from conduct intended or with the potential to impede, restrict or distort competition, such as collusion or fraudulent competition (token bidding, bid suppression, market allocation, bid rotation, etc.).
- e) On presenting their bid, the tenderer must declare any possible conflicts of interest as established in Article 64 of the LCSP, or equivalent relations in this regard with parties interested in the project. If, during the execution of the contract, a situation of such characteristics arises, the contractor or subcontractor is obliged to inform the Contracting Authority.
- f) To respect agreements and rules on confidentiality. Any information or documentation provided or accessed by reason of the performance of the contract, which are not in the public domain or have not been lawfully published, shall be deemed confidential. Confidential information and documentation may not be disclosed, directly or indirectly, to third parties outside the organisation of the contracting parties, nor may they be made public without the express authorisation of their owner.
- g) In addition, contractors must collaborate with the Contracting Authority in any actions it performs to monitor and/or assess compliance with the contract, in particular supplying any information requested of it for said purposes and which legislation on transparency and regulations on public sector procurement impose upon successful contractors with regard to the authority or authorities in question, without prejudice to compliance with any transparency obligations directly applicable to them by legal imperative.

33.2.B The tenderers, contractors and subcontractors, or their subsidiaries or associated companies, are obliged to adhere strictly to tax, labour and social security legislation, and specifically refrain from conducting financial operations contrary to tax laws in countries that do not have capital control rules and are regarded as tax havens by the European Union.

33.3 All these obligations and commitments are regarded as special contract performance conditions.

33.4 The consequences or penalties for failing to meet this clause will be the following:

- For failure to comply with sections a), b), c), f) and g) of section 33.2 A, a minimum penalty of 0.60 euros per 1000 euros of the contract price, excluding VAT, is established, which may be increased justifiably and proportionally in relation to the seriousness of the case. The seriousness of the case will be determined by the harm caused to the public interest, repeat offences and the profit made through failure to comply. In all cases, the amount of each penalty may not exceed 10% of the contract price, excluding VAT, nor under any circumstance may its total exceed 50% of the contract price.
- In the event of failure to comply with letter d) of section 33.2 A, the Contracting Authority will report the case to the competent authorities.

- In the event of failure to comply with letter e) of section 33.2 A, the Contracting Authority will inform the Government of Catalonia Ethics Committee on Public Procurement so the appropriate report may be issued, notwithstanding any other penalties that may be established.
- If the seriousness of the case so requires, the Contracting Authority will inform the Anti-fraud Office of Catalonia or the competent control and scrutiny bodies.

Thirty-Four. Personal data protection

Pursuant the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR), Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights (LOPDGDD) and Royal Decree Law 14/2019, of 31 October, adopting urgent measures for reasons of public security in matters of e-government, public sector procurement and telecommunications, the ICEC hereby places on record that, on the occasion of the signing of the contract, the personal data of the signatories will be included in data processing that is the responsibility of the ICEC, whose address is Passatge de la Banca, 1-3, 08002 Barcelona, and e-mail address protecciodades.icec@gencat.cat.

Likewise, it is hereby placed on record that the purpose of the data processing will be the management and performance of the Contract (legal basis for the processing) and the financial, accounting, fiscal, administrative, supplier, collection and payment, and historical commercial relations-related purposes associated with its performance. Data subjects may exercise their rights of access, rectification, objection, erasure, portability, restriction of processing and no longer being subject to individual decisions based solely on automated decision-making, via the following e-mail address: protecciodades.icec@gencat.cat

Pursuant to the provisions of Article 13 GDPR and Article 11 LOPDGDD, the contact details of the ICEC's data protection officer (DPO), and in particular the e-mail address, are indicated below: protecciodades.icec@gencat.cat

Recipients of the personal data provided will be the ICEC itself, as well as those third parties which carry out auditing tasks or which, in the performance of the contract, necessarily have to access them. In any case, any assignment of processing to third parties shall be governed by means of a commissioning contract that must comply with the limits and guarantees established by data protection regulations.

For more information, you can consult the ICEC's Privacy Policy at the following link: https://icec.gencat.cat/ca/sobre_icec/RGPD

The contractor warrants that, with regard to the documents and information that it provides for the formalisation and/or performance of the contract, which include personal data relating to its staff and/or third parties, it shall obtain, prior to their handover/disclosure to the ICEC, the unambiguous informed consent of these persons or another sufficient legal basis for their processing by the ICEC for the purposes of the management and performance of the contract, and that it shall inform them of their entitlement to exercise their data protection rights.

The contractor undertakes to keep the register of processing activities up to date and to implement sufficient technical, legal and organisational measures to comply with the aforementioned data protection regulations.

All contractor staff must be aware of the aforementioned regulations when processing any data provided by the ICEC.

The contractor may not subcontract to third parties the performance of any processing entrusted by the ICEC unless it has obtained the latter's prior written specific or general authorisation. In this regard, be reminded that the chain of responsibility is maintained with regard to subcontracting.

The contractor undertakes to comply with all other obligations regarding the processing of personal data provided for in the administrative specifications and the technical specifications from which this contract arises.

V. PROVISIONS ON CONTRACT SUCCESSION, ASSIGNMENT, SUBCONTRACTING AND PRICE REVIEWS

Thirty-Five. Succession and assignment of contract

35.1 Succession of the contractor:

In the event of a company takeover or merger involving the contractor, the contract shall remain in force with the acquiring company or with the company resulting from the merger, which shall be subrogated in all rights and obligations arising therefrom.

In the event of demerger, contribution or transfer of companies or branches of activity, the contract shall remain in force with the company to which the contract is transferred, which shall be subrogated in the rights and obligations arising therefrom, as long as it fulfils the conditions regarding capacity, absence of disqualification from contracting and standing established when the decision to award the contract was made, or the companies benefiting from said operations and, if it continues to exist, the company assigning the assets, companies or branches of activity, shall be severally answerable for the performance of the contract. The contractor must inform the Contracting Authority of circumstances occurring.

If the contractor is a temporary joint venture, should any of the companies belonging thereto be subject to a merger, demerger or transfer of branches of activity, the contract shall continue to be performed by the temporary joint venture to which the contract was awarded. In the event that the acquiring company, the company resulting from the merger, the beneficiary of the demerger or the company acquiring the branch of activity are not members of the temporary joint venture, they must have full capacity to act, not be subject to any disqualification from contracting, and the required standing, capacity and classification must be maintained.

If the contract is transferred to another company, the performance bond may be renewed or replaced, on the decision of the awarding authority, by a new bond taken out by the new company in accordance with the risks of the latter company. In all cases, the previous performance bond shall remain in force until the new bond has been constituted.

If subrogation is not possible because the company to which the contract should be transferred does not satisfy the necessary standing conditions, the contract shall be terminated, being deemed, for all purposes, a case of termination due to the fault of the contractor.

35.2 Assignment of the contract:

The rights and obligations of this contract may be assigned by the contractor to a third party, as long as the technical or personal qualities of the assignor were not a determining factor in the awarding of the contract, and as long as the assignment does not result in any effective restriction to market competition, when the following requirements are fulfilled:

a) The Contracting Authority gives its prior express authorisation for the assignment. Should two months pass without notification of the resolution on the request for authorisation of the assignment, said request shall be deemed denied due to administrative silence.

b) The assigning company has performed at least 20% of the contract amount. This requirement does not apply if the assignment takes place while the contractor is undergoing bankruptcy proceedings, even if it is in the winding-up stage, or it has informed the court responsible for the proceedings that it has begun negotiations to reach a refinancing agreement, or to obtain commitment to a proposal of early agreement, under the terms envisaged by bankruptcy regulations.

c) The assignee company has the capacity to enter into contracts with the Administration, it has the required standing in light of the stage of performance of the contract and is not subject to any disqualification from contracting.

d) The assignment is formalised between the successful tenderer and the assignee in the form of a public deed.

The assignment to a third party cannot be authorised when it implies substantial alteration to the characteristics of the contractor, if said characteristics constitute an essential factor in the contract.

The assignee shall subrogate itself in the rights and obligations of the company assigning the contract.

Thirty-Six. Subcontracting

36.1 The contractor may arrange the partial provision of the services that are the object of this contract with other companies pursuant to the provisions of **Section P of the Key Characteristics**.

36.2 Tenderers must indicate in their bids the part of the contract they plan to subcontract, indicating its amount and the name or professional profile, defined by reference to the conditions of professional or technical standing, of the subcontractors they wish to use for performance thereof. In this case, the intention to enter into subcontracts must be indicated in the ESPD and a separate ESPD must be submitted for each of the companies which it is planned to subcontract.

Should contractors wish to enter into contracts that do not match the contents of the bid, said contracts may not be entered into until twenty days have passed from submission of notification to the Contracting Authority and of the supporting documentation referred to in the following paragraph, unless it expressly so authorises in advance or there is a justified situation of emergency or requiring the adoption of urgent measures, unless the ICEC provides within said timeframe notification of its opposition.

Tenderers must indicate in the ESPD their intention to enter into contracts and, additionally, must furnish the information contemplated in Sections A and B of Part II (Information about the bidder and about their representatives) and in Part III (Exclusion grounds) of the ESPD with regard to each of the companies they plan to subcontract, in addition to having provided the information contemplated in the ESPD on each of the subcontractors, and also furnish at this time the information required by Part IV of the ESPD on selection criteria.

36.3 After the contract is awarded, and at the latest when performance thereof commences, the contractor must notify the Contracting Authority in writing of any intention to enter into subcontracts, indicating the part of the provision that it plans to subcontract and the identity, contact details and legal representative(s) of the subcontractor(s), also providing sufficient justification of the eligibility of the latter to execute the work as regards its/their human and technical resources and experience, as well as providing proof that it/they is/are not disqualified from contracting.

If a subcontractor has the classification required to perform the part of the contract being subcontracted, its eligibility can be demonstrated simply by giving notification of this fact.

36.4 The contractor must provide the Contracting Authority with written notification of any change in this information during the performance of the contract, and of all the required information regarding the new subcontractors.

36.5 The entering into of subcontracts is subject to compliance with the requirements and circumstances governed in Article 215 LCSP.

36.6 Depending on the repercussion it has on the performance of the contract, breach of the conditions governing subcontracting in this Clause and in Article 215 LCSP, as well as lack of proof regarding the eligibility of the subcontractor or the circumstances relative to the emergency situation, or circumstances which make the need for subcontracting urgent, shall have the following consequences:

- a) The imposition of a penalty on the contractor of up to 50 percent of the amount of the subcontract;
- b) Termination of the contract, as long as the requirements established in the second paragraph of Letter f) of section 1 of Article 211 LCSP are fulfilled.

36.7 Subcontractors shall only be liable before the main contractor, which shall therefore assume full liability for the performance of the contract before the Administration, in accordance with this document and the terms of the contract, including compliance with the environmental, social or employment obligations referred to in Clause Twenty-Nine hereto. Any Administration knowledge of the contracts entered into or authorisation it may grant does not alter the exclusive responsibility of the main contractor.

Subcontractors may not act directly before the contracting Administration regarding the obligations the contractor acquires with them as a result of the performance of the main contract and the subcontracts.

36.8 Under no circumstances may contractor(s) arrange the partial performance of the contract with persons that have been disqualified from contracting pursuant to the law or that are subject to any of the causes of disqualification envisaged in Article 71 LCSP.

36.9 Contractors must notify the workers' representative of the subcontracting, in accordance with employment legislation.

36.10 Subcontractors shall in all cases be regarded as private entities.

36.11 Payment to subcontractors and suppliers is governed by the provisions of Articles 216 and 217 LCSP.

The ICEC shall monitor strict compliance with payments to the subcontractors and suppliers by the contractor. For these purposes, when so requested, the contractor must provide a detailed list of the subcontractors and suppliers, specifying the payment term conditions, and must submit proof of prompt payment. These obligations are considered to be special performance conditions and, as such, failure to comply therewith may result in the imposing of the penalties envisaged in Clause Twenty-Three hereto, which will be taken from the performance bond.

Thirty-Seven. Price reviews

Not applicable.

VI. CONTRACT EXPIRATION

Thirty-Eight. Acceptance and settlement

Acceptance and settlement of the contract shall be carried out in accordance with the provisions of Articles 210 and 311 LCSP and Article 204 RGLCAP.

The ICEC shall determine whether the services provided by the contractor comply with the specifications regarding performance and compliance and shall, if necessary, demand provision of the contracted services and correction of any defects observed on receipt thereof.

If the work performed does not comply with the contracted services as a result of defects or faults attributable to the contractor, the work may be rejected such that it is exempt from the obligation to make the corresponding payment, or, if necessary, shall be entitled to recover the amount previously paid.

Furthermore, the units responsible for accepting the contract shall verify effective compliance with the contractual clauses that establish obligations regarding the use of Catalan, making express reference to this in the certificates of acceptance and correct performance.

Thirty-Nine. Warranty period and return or cancellation of performance bond

The term of the warranty is that specified in **section R of the list of contract characteristics**, and it shall be calculated as of acceptance of the services.

If, during the warranty period, defects or faults are detected in the work carried out, the contractor shall be required to make them good.

Once the contractor has fulfilled its contractual obligations, if there are no liabilities to be taken from the performance bond and after the warranty period has expired, an ex-officio resolution shall be issued on the return or cancellation of the performance bond, in accordance with the provisions of Article 111 LCSP.

Forty. Termination of the contract

The following are causes of termination of the contract:

- The death or sudden incapacity of the natural person contractor or extinction of the legal person contractor, notwithstanding the provisions of Article 98 regarding the succession of the contractor.
- Declaration of bankruptcy or insolvency in any other proceedings.
- Mutual agreement between the ICEC and the contractor.
- Delay in compliance with the deadlines on the part of the contractor.
- Late payment on the part of the ICEC exceeding six months.
- Failure to comply with the main obligation of the contract, as well as failure to comply with the essential obligations classified as such herein.
- The impossibility of providing the service under the initially agreed terms, when it is not possible to amend the contract in accordance with Articles 204 and 205 LCSP; or when, under the circumstances established in Article 205 LCSP, any amendments imply, individually or jointly, an increase or reduction to the contract price that exceeds 20% of the initial contract price, not including VAT.
- Discontinuance prior to commencing the service provision or suspension, for causes attributable to the Contracting Authority, of commencement of the contract for a period exceeding four months as of the commencement date specified therein.
- Discontinuance after commencement of the service provision or suspension of the contract for a period of more than eight months, resolved upon by the Contracting Authority.
- Failure on the part of the contractor to pay the wages of those of its workers participating in the contract during the performance thereof, or breach of the conditions established in the collective bargaining agreements in force for said workers during the performance of the contract.

The application and the effects of these causes for termination are as provided for in Articles 212, 213 and 313 LCSP.

In all cases, the termination of the contract shall be carried out in accordance with the procedure established in Article 191 LCSP and Article 109 RGLCAP.

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

Forty-One. Appeals system

41.1 Pursuant to Article 44 of the LCSP, the special procurement-related appeal system is applicable to any tender notices, specifications or contractual documents establishing the terms and conditions governing the procurement process; procedural acts which directly or indirectly impact upon the award, make it impossible to continue the procedure or cause a lack of due process or irreparable harm to legitimate rights or interests; the resolutions awarding the contract; and amendments to the contract based on non-compliance with the provisions of Articles 204 and 205 of the LCSP, on the understanding that the amendment should have been the object of a new award.

This appeal is optional, free of charge for the appellants and must, in general, be lodged within fifteen working days computed in accordance with Article 50 of the LCSP (or within the thirty days or six months contemplated in the same precept for specific cases). It may be lodged in

the places established in Article 16.4 of Law 39/2015, of 1 October, on the common administrative procedure of public administrations, at the registry of the Contracting Authority or before the Catalan Court of Public Sector Contracts, prior or alternatively to the filing of a contentious-administrative appeal, pursuant to Law 29/1998, of 13 June, governing the contentious-administrative jurisdiction, and shall be governed by the provisions of Articles 44 and following of the LCSP and Royal Decree 814/2015, of 11 September, approving the Regulations of the special procedures for the review of decisions on procurement matters and the organisation of the Central Administrative Tribunal of Contractual Appeals.

If the appeal document is submitted to a registry other than that of the Contracting Authority or the Catalan Court of Public Sector Contracts, notification of this fact must be provided to the aforementioned Tribunal immediately and as quickly as possible.

No ordinary administrative appeals may be made against acts open to special appeal.

41.2 With regard to any acts adopted by the Contracting Authority with regard to the effects, compliance and expiration of this contract that are not open to special procurement-related appeals, the interested party may lodge a contentious-administrative appeal before the contentious-administrative court of Barcelona, within two months, pursuant to the provisions of Law 29/1998, of 13 July, governing the contentious-administrative jurisdiction, or may opt, alternatively, to lodge an optional appeal for reversal before the body issuing them, within one month, pursuant to the provisions of Articles 123 and 124 of Law 39/2015, of 1 October, on the common administrative procedure for the public authorities. In this latter case, the interested party may not lodge a contentious-administrative appeal until the appeal for reversal has been expressly resolved or until its implied rejection has arisen.

41.3 Resolutions adopted by the Contracting Authority in the exercise of the prerogatives of the Administration put an end to the administrative channel and are open to an optional appeal for reversal pursuant to the provisions of Law 26/2010, of 3 August, on the legal and procedural regime of the public administrations of Catalonia, and the basic legislation on common administrative procedure, or a contentious-administrative appeal, pursuant to the provisions of Law 29/1998, of 13 July, governing contentious-administrative jurisdiction.

Forty-Two. Arbitration

Notwithstanding the provisions of Clause Forty, it may be agreed to submit all or any of the disputes that may arise between the contracting Administration and the contractor(s) to arbitration, as long as the parties have free disposition over the matters pursuant to law and, specifically, with regard to the effects, compliance and expiration of this contract, pursuant to the provisions of Law 60/2003, of 23 December, on arbitration.

Forty-Three. Precautionary measures

Before lodging any procurement-related special appeal, those entitled to lodge them may request of the body competent to resolve them the adoption of precautionary measures, pursuant to the provisions of Article 49 LCSP and the aforementioned Royal Decree 814/2015, of 11 September.

Forty-Four. Ineligibility system

This contract shall be subject to the provisions on ineligibility envisaged in Articles 38 to 43 LCSP.

Forty-Five. Competent jurisdiction

The administrative jurisdiction is competent for resolving any legal disputes that may arise in relation to the preparation, awarding, effects, amendment and expiration of this contract.

ANNEX 1

ENVELOPE A

SELF-DECLARATION FORM

I, Mr/Ms holder of national ID No. (DNI).....,
for and on my own behalf/for and on behalf of..... (acting
in my capacity as..... (*sole, joint or several administrator, or joint
or several representative*) pursuant to the public deed executed before the Notary Public of
(*place*), Mr/Ms, on the date and under number in their
record book, declare under my own responsibility, as the tenderer for the contract
.....,

a) That it is permitted to enter into contracts as it has the required capacity to act and standing and is not subject to any of the circumstances for disqualification from contracting envisaged in Article 71 of Law 9/2017 of 8 November on Public Sector Procurement.

b) That it holds the authorisations required to carry on the activity.

c) That, as a foreign company, it submits to the jurisdiction of the Spanish courts of any level, for all and any incidents arising from the contract, expressly waiving its own jurisdiction.

d) That it makes up the required standing through the resources of other companies, and that there is an undertaking to make said resources available /That it does not make up the required standing through the resources of other companies.

e) That the company undertakes to assign to the performance of the contract the material and/or human resources indicated in Section G.3 of the Key Characteristics of the specifications.

f) That the e-mail address where it will receive communications regarding the publication of electronic notifications and communications via the e-NOTUM service; the person(s) authorised to access the electronic notifications are: (indicate relevant identification document(s) and email address(es)).

g) That the person signing this declaration gives their consent to the obtaining of certificates from the corresponding administrations proving that they are up to date with payments to the Social Security, the Spanish State Tax Administration Agency (AEAT) and the Catalan Tax Agency (ATC).

And, in witness whereof, I hereby sign this self-declaration.

Place and date

Signature

ANNEX 2

MEANS OF PROOF OF ECONOMIC AND FINANCIAL AND TECHNICAL OR PROFESSIONAL STANDING

1. Economic or financial standing

Pursuant to Article 87 LCSP, tenderers must have the following economic and financial standing:

- Annual turnover of year with greatest turnover of last three complete years, which must be at least:
 - o Lot 1: 12,000.00 euros
 - o Lot 2: 12,000.00 euros

Or:

- Supporting documentation for the taking out of professional indemnity insurance for an amount equal to or in excess of:
 - o Lot 1: 12,000.00 euros
 - o Lot 2: 12,000.00 euros

The tenderer with the most advantageous bid must submit a self-declaration, signed by the company representative, on the aforementioned overall turnover. If, for justified grounds, the tenderer is unable to submit the requested information, it must prove its economic and financial standing by means of any other documentation, provided that it is accompanied by a documenting supporting said grounds. The Tender Evaluation Panel shall be the body responsible for examining this document and, if applicable, deeming it sufficient and appropriate.

2. Technical standing

Pursuant to Article 90 LCSP, tenderers must have the following technical standing:

- Services or work of a similar nature to that of the contract's object performed in the last five years, including for each service: amounts, dates and public or private recipients, as well as the total amount performed. The amount of these services or work during the annual period with the greatest amount performed in the aforementioned five-yearly period must be at least 12,000.00 euros.

If, for justified grounds, the tenderer is unable to submit the requested information, it must prove its technical standing by means of any other documentation, provided that it is accompanied by a document supporting said grounds. The Tender Evaluation Panel shall be the body responsible for examining this document and, if applicable, deeming it sufficient and appropriate.

ANNEX 3

ENVELOPE B

TECHNICAL BID TEMPLATE

MAKE SURE NOT TO ADD ANY DOCUMENTATION THAT MUST BE INCLUDED IN ENVELOPE C, AS THIS WILL BE CAUSE FOR EXCLUSION.

Bids must contain the information indicated in this section and shall be evaluated pursuant to the provisions of Annex 5A.

The technical bid must consist of a **report explaining** the process to be followed in the provision of the service. It must contain the following information, **for each of the lots for which tenders are submitted:**

- The proposed implementation methodology for performing the service.
- The technical resources to be dedicated to the service.
- The human resources to be dedicated to the service, with a description of the tasks to be performed, and the experience and training/qualifications of the staff allocated to this assignment, as well as the person responsible for the contract.

Proof of this experience and training must be provided by submitting the curriculum vitae of the staff to be assigned to the provision of the service. This documentation must be submitted together with the explanatory report.

Aspects that are not clearly specified or misleading shall not be assessed.

ANNEX 4

ENVELOPE C

BID TEMPLATE

Procurement dossier no.:
 Object of the contract:

I, Mr/Ms..... whose address is street
 no. and ID....., duly aware of the conditions
 and requirements stipulated for entitlement for being awarded the
 contract..... undertake for and on my
 own behalf/for and on behalf of the company whose
 registered address is, street no. and TIN
, in accordance with the powers granted before the Notary, Mr/Ms
, dated under number in their
 record book, to perform it strictly subject to the conditions and requirements stipulated below:

1. Financial bid

Lot 1	Amount, € per m.	Maximum amount, € per m.
Filmed onto 35mm photochemical film. Negative duplicate (black and white)		€4.90
Black and white copy, 35mm photochemical film.		€1.65

Lot 2	Amount, € per m.	Maximum amount, € per m.
Filmed onto 35mm photochemical film. Internegative (colour)		€16.90
COLOUR copy, 35mm photochemical film.		€1.65

No bids entailing any increase any of the maximum prices established shall be accepted. Should the bid submitted entail an increase in the amounts stipulated, said bid shall be excluded from the tender.

Any bids not following this template cannot be evaluated in this tender process.

☐ If our tender is successful, I hereby request that the performance bond be submitted in the form of a price retention.

Signature of legal representative

ANNEX 5A

AWARD CRITERIA WHOSE EVALUATION REQUIRES A VALUE JUDGEMENT

With regard to the documentation included in Envelope B, a score of up to 30 points shall be given, as follows:

1. Proposed methodology for performing the service: up to 10 points.

The level of suitability to the service needs and the precision of the description, based on the following scoring:

- Very highly suited: 10 points
- Suited: 5 points
- Very unsuitable: 0 points

2. The technical resources to be dedicated to the service: up to 10 points.

The level of suitability to the service needs and the precision of the description, based on the following scoring:

- Very highly suited: 10 points
- Suited: 5 points
- Very unsuitable: 0 points

3. The human resources to be dedicated to the service, with a description of the tasks to be performed, and the experience and training/qualifications of the staff allocated to this assignment, as well as the person responsible for the contract: up to 10 points.

The level of suitability to the service needs and the precision of the description, based on the following scoring:

- Very highly suited: 10 points
- Suited: 5 points
- Very unsuitable: 0 points

ANNEX 5B

AWARD CRITERIA WHOSE EVALUATION OCCURS AUTOMATICALLY DUE TO THE APPLICATION OF FORMULAS

For each of the lots, the bid submitted by tenderers in Envelope C shall be given a score of up to 70 points, pursuant to the following criteria:

1. Financial bid

Lot 1	Points
Filmed onto 35mm photochemical film. Negative duplicate (black and white)	35
Black and white copy, 35mm photochemical film.	35

Lot 2	Points
Filmed onto 35mm photochemical film. Internegative (colour)	35
COLOUR copy, 35mm photochemical film.	35

The evaluation shall be performed using the following formula:

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

S_e: Score of the bid to be evaluated

C_p: Criteria points

B_e: Bid to be evaluated

B_b: Best bid

T_a: Tender amount

W_v: Weighting value (=1)

ANNEX 6

SPECIAL RULES REGARDING CONTRACTOR STAFF

1. Selection of the staff to form part of the work team assigned to the performance of the contract is the exclusive responsibility of the contractor. The contractor shall ensure that there is stability in the work team and that any variations in its makeup are occasional in nature and for justified reasons, so as not to disturb the smooth running of the service, keeping the ICEC informed at all times.

2. The contractor assumes the obligation to exercise the real, effective and continuous management powers inherent in all employers with regard to the workers assigned to the performance of this agreement. In particular, it shall be responsible for the salary negotiations and payments, the granting of permits, licences and vacations, the replacement of workers who are on leave or absent, social security-related obligations, including the payment of contributions and of benefits, where applicable, legal occupational health and safety obligations, the exercising of disciplinary powers, as well as whatever rights and obligations may arise from the contractual relationship between employee and employer.

3. The contractor must appoint at least one technical coordinator or responsible person from its own workforce, whose duties shall include the following:

- To act as the contractor's interlocutor before the ICEC, channelling, firstly, communications between the former and the staff making up the work team assigned to the contract and, secondly, the ICEC, with regard to everything associated with any issues arising from performance of the contract.
- To allocate the work amongst the staff charged with the performance of the contract, and to give to said workers any work orders and instructions that may be necessary with regard to the provision of the contracted service.
- To oversee due fulfilment by the staff making up the work team of the tasks assigned.
- To inform the ICEC of any variations, temporary or permanent, in the makeup of the work team assigned to the performance of the contract. These new staff members must meet the same requirements as the staff indicated in the bid submitted in the tender.