



Record N°: LICI 2024-030 SUPPLY OF MEDICAL DEVICES AND TESTS

**DOCUMENT OF TECHNICAL SPECIFICATIONS
NOT HARMONIZED TRADE – SIMPLIFIED ABBREVIATED OPEN PROCEDURE**

THE SUPPLY OF MEDICAL DEVICES AND TESTS DESTINED TO THE “OPERATIVE RESEARCH AGAINST CHRONIC CHILD MALNUTRITION IN ANGOLA” (PROJECT CRESCER)-FED/2020/418-106” DE LA FUNDACIÓ HOSPITAL UNIVERSITARI VALL HEBRON - INSTITUT DE RECERCA (VHIR).



**Funded by
the European Union**

Clause 1. Aim

The objective of this contract is to supply medical devices and tests to the project “MOTHER AND CHILD INTERVENTIONS FOR CHRONIC UNDERNUTRITION IN ANGOLA. A COMMUNITY CLUSTER AND COST-EFFECTIVENESS TRIAL” (MUCCUA STUDY) AS PART OF THE PROJECT “OPERATIVE RESEARCH AGAINST CHRONIC CHILD MALNUTRITION IN ANGOLA” (CRESCER PROJECT)- FED/2020/418-106 FROM Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR).

The CRESCER Project will work in southern Angola (Cunene and Huila) to study the impact of 3 combination of interventions to reduce chronic malnutrition (MuCCUA Study). These interventions are: standard of care (SoC), standard of care (SoC) with nutritional supplements and standard of care (SoC) with cash transfers.

For all interventions, standard of care (SoC), standard of care (SoC) with nutritional supplements and standard of care (SoC) with cash transfers, we are talking about the need to use different medical devices and tests: hemoglobin tests strips and malaria tests.

The CRESCER project will work by implementing these different interventions in the following provinces:

In Cunene:

- Mupa, Cuvelai
- Otchinjau, Cahama

In Huila:

- Libongue, Chicomba
- Jamba Sede, Jamba

It's considered a single lot because the product will be sent to our company's headquarters because this is where we will store it and use it when necessary in each of the 4 municipalities where we work (Jamba, Chicomba, Cuvelai, Cahama). These products are only used by medical students working with us. For good cost control, they are supplied when there is a medical need to check for anaemia and malaria respectively.

Therefore, the division of the subcontract into lots is not considered advisable, since the award to a single bidder will facilitate the proper execution of the service from a technical and organizational point of view. The division into lots would make the execution of the contract excessively difficult and onerous. The need to coordinate the different contractors for the various lots could seriously risk undermining the proper execution of the contract.

Throughout this specification, the tasks included within the object of this contract are specifically described, as well as the scope of the proposed service.

Clause 2. Maximum budget of the tender.

The estimated value and maximum budget for this procedure are not the same.

The maximum budget for this tender is “**TWENTY-THREE THOUSAND EUROS**” (€ **23.000,00**), VAT exempted.

For the whole duration of the Project the consumption is expected according to the type of product of:

(*) ESTIMATED CONSUMPTION:			
Product	Volume (estimated quantity)	Unite price in kwanzas	Unite price in EUR. (**)
Hemoglobina test strips	4.000	1.640 Kwanzas	1,82 €
Malaria tests	4.000	2.088 Kwanzas	2,32 €

(*) Price includes the shipping.

() Price that the tenderer, will be able to improve in the SINGLE ENVELOPE.**

In no case will the estimate be binding; VHIR will pay the invoices for the service actually provided, detailing in each invoice the number of hours and the tasks completed on a monthly basis.

The estimated value for this tender is “**TWENTY-SEVEN THOUSAND, SIX HUNDRED EUROS**” (€ **27.600,00**), VAT exempted.

Concept	Price (VAT not included)
Maximum budget	23.000,00 Euros
Possible modifications: due to market volatility and changes in the Euro-Kwanza exchange rate	4.600,00 Euros
Possible extensions	0,00 Euros
Total	27.600,00 Euros

Amount established for modifications

In accordance with article 204 of L9/2017 from Spain, the possibility of modifying the contract, and up to 20% of the total maximum bidding budget. Amount that will be paid to the company in the same way and under the same conditions that regulate this specification, prior presentation by of the recipient of the invoice.

Other situations that can lead to price increases are the fluctuation of the exchange rate between the Euro and the Kwanza and the volatility of the Angolan market, which is highly dependent on imports of commodities such as oil.

In no case will the estimate of the volume in the provision of the service be binding, the VHIR will pay the invoices for the service actually provided, detailing on the invoice the delivery note numbers duly signed.

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

Clause 3. Duration of the contract.

The duration of the service object of this tender will coincide with the validity of the aforementioned project, which is until **31st October of 2025**, the completion date of the project's "Operative Research Against Chronic Child Malnutrition in Angola" (CRESCER project).

However, if this project were to be found, for any of the reasons that are not now can foresee, subject to the request of a possible extension, the end date will be susceptible to being extended, at most to the one that is finally authorized.

The start date of the contract will be the one stated during its formalization.

Clause 4. Place and time of delivery of the products.

The products to be supplied will be delivered to:

Lubango, at the office of the CRESCER Project in Angola, Lage neighborhood, Medara's Restaurant Street

The maximum delivery time for the products will be **maximum of 10 days, from dispatch of the order, to delivery at the place of delivery.** Orders may also be placed from the day

following the formalization of the contract resulting from this tender, once it has been definitively awarded.

The products have to be well stored in the company: ideal temperature, well ordered, well ventilated.

Clause 5. Billing and payment

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

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

DIR3	OFICINA CONTABLE	DIR3	ÓRGANO GESTOR	DIR3	UNIDAD TRAMITADORA
A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)	A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)	A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)

In the event that the use of the electronic invoice is not viable for exceptional reasons, the supplier will invoice each service provided through its corresponding invoice, which shall be sent to the following e-mail address: factures@vhir.org.

The invoice must be issued as indicated below. Each invoice will detail the period to which it corresponds, as well as the breakdown/description of the expenses by concept, and indicate the references "L 2024-030".

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

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

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

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

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

FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA
CIF: G-60594009
Passeig Vall d'Hebron, 119-129
08035 Barcelona

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

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

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

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

Clause 6. Supply typology.

One of the procedures that CRESCER Project will implement will be to test malaria and hemoglobin in children participating in the study..

For this purpose we need both hemoglobin and malaria test strips.

For hemoglobin test strips we need Mission or VeriQ test strips, just like the hemoglobinometers we already have available. Mission strips are best in boxes of 100, but could be in other quantities. And for the VeriQ strips, the VeriQ Red Hemoglobin test strip MHS-2, which comes in boxes of 50, but they can also be in bigger or lower quantities.

For malaria tests, we need Malaria Ag tests. P.f/Pan Malaria test strips, ideally from Abbott, which come in boxes of 25. We would like to use Abbott because it is the same brand we used before. But it is not mandatory.

Following, all the articles that compound the supply are related, as well as the main characteristics and technical requirements of them:

6.1 Technical specifications

The products have to be in accordance with the requirements specified in Clause 2:

- Mission or VeriQ Red Hemoglobin test strips.
- Abott Malaria Ag tests. P.f/Pan

The expire date of each product, has to expire after October 2025.

Apart from the technical specifications, the awardee has other responsibilities:

- To secure the transport and security of the products until the delivery point at the office of the CRESCER Project in Lubango.

We will need the delivery notes, a part from the receipts to confirm in every purchase that everything was ordered, had been delivered correctly.

Clause 7. Responsible for the contract.

The person in charge of the contract is Israel Molina, IP of the communicable diseases' group of the VHIR, who will be basically responsible, among others, for the functions of management and supervision of the contracted supply, conforming the invoicing issued by the service; monitoring, control and dictation of the instructions necessary for the proper execution of the contract; determine whether the service provided complies with the requirements established for its execution and compliance and receipt of the contract at the end, and comply with the obligations assumed by the Vall d'Hebron University Hospital Foundation - Research Institute (VHIR) in this contract.

Clause 8. Confidentiality, Protection of personal data, and Intellectual Property

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

The successful bidder will have to extend to the employees that adhere to the service, the obligations contained and assumed by the successful bidder, with reference to confidentiality, intellectual property and protection of Data, in particular those relating to the

secret, the reservation and confidentiality of all the information that, under the service, may be aware of.

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

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

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

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

Clause 9. Allocation criteria.

1. Criteria to be evaluated by automatic formulas	Maximum 100 points
- Financial offer	Maximum 60 points
- Automatic evaluation criteria	Maximum 40 points

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

9.1 Criteria that can be assessed through automatic formula..... (up to 100 points)

FINANCIAL OFFER.....(up to 60 points).

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

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

P_v = Bid Score to Rate

P = Economic criteria points

O_m = Best Offer

O_v = Offer to be Valued

IL = Bid Amount

VP = Weighting Value = 1

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

AUTOMATIC EVALUATION CRITERIA.....(up to 40 points)

The automatic evaluation criteria will be carried out proportionally based on the offer that presents a greater reduction, using the following formula:

$$P(N) = M \times (2 - N/B)$$

P(N): Score of offer N

M: Maximum possible score

B: Best offer submitted

N: Offer to be valued

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

- Decrease the delivery time of a maximum of 10 days, from dispatch of the order, to delivery at the place of delivery in our office in Lubango, Angola..... (up to 15 points).
- Offer a guarantee in the event of a problem with materials: replacement at zero cost.....(15 points).
- Availability and technical assessment after-sales, via telematics, phone consultation or physical presence of specialized technicians if necessary.....(10 points).

Barcelona, 24th May of 2024

CONTRACTING ORGANISM

Sra. Montserrat Gimenez Prous

Manager

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