

**SPECIFIC ADMINISTRATIVE TERMS AND CONDITIONS REGULATING THE PROCUREMENT OF THE SUPPLY UNDER A RENTAL AGREEMENT, WITHOUTH PURCHASE OPTION, OF A 3-D PRINTER FOR THE FUNDACIÓ BOSCH I GIMPERA**

**FILE SU-1-2025.PNSP**

**TENDER SUMMARY**

<b>A</b>	<p><b>1. Subject</b></p> <p>The purpose of this tender is the procurement of the supply under a rental agreement, without purchase option, of a 3-D printer for the research project number 312579 of the Fundació Bosch I Gimpera.</p> <p>This 3D printer enables the design and manufacturing of medical and industrial devices using silicone for additive manufacturing or 3D printing. Specifically, it allows the production of multimaterial devices that require one or two different silicone hardness levels to meet the final requirements of the device.</p> <p>It is necessary to adapt the silicone by formulating and developing enhanced silicones with specific properties depending on the final application. In any case, the bi-component silicone is 3D printed through paste extrusion.</p> <p>Multimaterial printing is essential for designing and manufacturing customized devices, prototypes, or complex shapes. This applies both to printing two different bi-component silicones with distinct hardness levels and to printing support structures, which are required for devices made from either a single type of silicone or two types. The necessary supports can be of two types: hydrogel or filament extrusion, depending on their application. Hydrogel supports can be placed both above and below the printed silicone, whereas filament extrusion supports are used only beneath the silicone, typically for larger pieces requiring additional material support.</p> <p>To enable 3D multimaterial printing, particularly with silicones, the printer must be capable of extruding at least four materials: two silicones and two support materials.</p>
	<p><b>2. Lots</b></p> <p>The subject matter of the contract does not allow for division into lots, as none of the services being procured can be used or utilized separately, nor do they constitute a functional unit on their own. Instead, their proper execution requires comprehensive coordination</p>
	<p><b>3. CPV.</b></p> <p>In accordance with the applicable European Community regulations, this contract falls under the Common Procurement Vocabulary (CPV) code :</p> <ul style="list-style-type: none"> <li>- 30232100-5: Printers and plotters</li> <li>- 66114000-2: Financial leasing services</li> </ul>
	<p><b>1. Price determination</b></p> <p>Fixed sum</p>
<b>B</b>	<p><b>2. Estimated value</b></p>

	<p>The estimated value of this contract is 90.000,00€ (VAT excluded).</p> <p>The distribution of the Estimated Contract Value (ECV) is:</p> <ul style="list-style-type: none"> <li>- Base tender budget: €36,000.00</li> <li>- First extension of 12 months: €36,000.00</li> <li>- Second extension of 6 months: €18,000.00</li> </ul>																
	<p><b>2. Tender Budget</b></p> <p>The maximum tender budget is 36.000,00 euros and a VAT of 21% must be applied, 7.560,00 euros, with a total amount of 43.560,00 euros.</p> <p>The overall bid budget is considered a maximum, and the bidder cannot submit an offer that exceeds this amount. Therefore, bidders who submit offers exceeding the indicated prices will be excluded.</p>																
	<p><b>3. Multi-annual expenditure</b></p> <p>Yes, there is multi year expenditure.</p> <p>The contract will be executed according to the following distribution.</p> <table border="1" style="margin: 10px auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Year</th> <th style="padding: 5px;">Budget</th> <th style="padding: 5px;">VAT 21%</th> <th style="padding: 5px;">Base tender budget including VAT</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">2025</td> <td style="padding: 5px;">27.000,00€</td> <td style="padding: 5px;">5.670,00€</td> <td style="padding: 5px;">32.670,00€</td> </tr> <tr> <td style="padding: 5px;">2026</td> <td style="padding: 5px;">9.000,00€</td> <td style="padding: 5px;">1.890,00€</td> <td style="padding: 5px;">10.890,00€</td> </tr> <tr> <td style="padding: 5px;"><b>TOTAL</b></td> <td style="padding: 5px;"><b>36.000,00€</b></td> <td style="padding: 5px;"><b>7.560,00€</b></td> <td style="padding: 5px;"><b>43.560,00€</b></td> </tr> </tbody> </table>	Year	Budget	VAT 21%	Base tender budget including VAT	2025	27.000,00€	5.670,00€	32.670,00€	2026	9.000,00€	1.890,00€	10.890,00€	<b>TOTAL</b>	<b>36.000,00€</b>	<b>7.560,00€</b>	<b>43.560,00€</b>
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	<p><b>4. Funding, call and project</b></p> <p>Projecte 312579: Fundació Bosch i Gimpera own funds</p>																
C	<p><b>1 Duration of the contract / execution of the contract</b></p> <p>The duration of the contract is set at 1 year. The execution period will begin when the contract is formalized.</p>																
	<p><b>2 Extension of the contract</b></p> <p>Extensions are foreseen in the execution of the contract.</p> <p>Two extensions are foreseen:</p> <ul style="list-style-type: none"> <li>- A first extension of 12 months.</li> <li>- A second extension of 6 months.</li> </ul>																
	<p><b>1. Administrative Procedure</b></p> <p>Standard.</p>																
D	<p><b>2. Procedure</b></p> <p>Negotiated procedure without publicity, due to non-existence of competition of technical exclusivity,</p>																

	<p>as provided under the article Article 168(a)(2) of Spanish Law 9/2017, of November 8, on Public Sector Contracts, which transposes into Spanish law the Directives 2014/23/EU and 2014/24/EU of the European Parliament and the Council, of February 26, 2014 (hereinafter, LCSP).</p> <p>The concurrence of technical exclusivity is duly disclosed and certified in the contract file. The company to be invited is the only economic operator in the market that can execute the contract. This will be obliged to execute the object of the contract, in accordance with the conditions determined in that specification, and in the specification of particular technical prescriptions.</p>
	<p><b>3. Contracting Authority</b></p>
	<p>The contracting authority is Mrs. M. Teresa Plo Cerdán, in her capacity as Manager of the Fundació Bosch i Gimpera.</p>
	<p><b>4. Beneficiaries</b></p>
	<p>M. Elena Xuriguera Martin, Associate Professor at the Department of Materials Science and Physical Chemistry.</p> <p>Delivery location:</p> <p style="padding-left: 40px;">Department of Materials Science and Physical Chemistry Faculty of Physics and Chemistry, Faculty of Physics and Chemistry, Edifici Vell Carrer de Martí i Franquès, 1 08028 Barcelona</p>
	<p><b>5. Place of execution and delivery of results</b></p>
	<p>Barcelona</p>
E	<p><b>6. Buyer Profile</b></p>
	<p>The information relating to this contract is published on the buyer profile of the Fundació Bosch i Gimpera, hosted on the Public Procurement Services Platform of the Generalitat de Catalunya: <a href="https://contractaciopublica.cat/es/perfils-contractant/detall/19748885?categoria=0">https://contractaciopublica.cat/es/perfils-contractant/detall/19748885?categoria=0</a></p>
	<p><b>Solvency Criteria</b></p>
	<p><b>1. Selection criteria related to economic and financial solvency, as well as technical or professional solvency, and their accreditation."</b></p> <p>To participate in this tender, bidders must demonstrate the following economic, financial, technical, and specific solvency:</p> <p><b>a) Economic and financial solvency</b></p> <p>In accordance with the provisions of Article 87 of Law 9/2017 on Public Sector Contracts, bidders must demonstrate a business turnover over the past three completed years, for an amount equal to or greater than €36,000.00.</p> <p><u>Accreditation:</u> Annual turnover of at least the amount indicated should be demonstrated through the annual financial statements deposited in the Trade Register, if the company is included in this Register, or the annual accounts deposited in the official register in which the company is included.</p> <p>Individual entrepreneurs not registered in the commercial registry must demonstrate their annual</p>

	<p>turnover through their inventory books and annual accounts legalized by the commercial registry. If they are not required to do so, they may demonstrate solvency by submitting a declaration indicating the company's global turnover for each fiscal year.</p> <p><b>b) Technical or professional solvency</b></p> <p>In accordance with the provisions of Article 90 of the LCSP, the justification of the bidder's technical solvency shall be demonstrated through the following:</p> <ul style="list-style-type: none"> <li>- Having carried out 2 supplies in the last 3 years of the same or similar nature as the subject matter of the contract, based on the first two digits of the CPV code.</li> </ul> <p>Accreditation: List of the main supplies carried out in the last 3 years, of the same or similar nature as those constituting the subject matter of the contract, based on the first two digits of the respective CPV codes, demonstrating the completion of at least a total of 2 supplies.</p> <p>This shall be accredited through certificates issued or endorsed by the competent authority when the recipient is a public sector entity. If the recipient is a private buyer, accreditation shall be provided through a certificate issued by them or, in the absence of such a certificate, through a declaration by the contractor.</p> <p><b><u>Bidders will only be required to submit the documentation verifying the aforementioned points if they are proposed as awardees.</u></b></p>
F	<p><b>Submission of documentation</b></p> <p><b>1. Submission of documentation</b></p> <p>Bidders must prepare and submit their offers electronically through the offer preparation and submission tool of the Public Sector Procurement Platform of Catalonia (hereinafter PCSP), accessible at the following web address:</p> <p><a href="https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/accessTenderer.pscp?reqCode=inici&amp;set-locale=ca_ES">https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/accessTenderer.pscp?reqCode=inici&amp;set-locale=ca_ES</a>.</p> <p>The use of this service entails:</p> <p>The electronic preparation and submission of bids by the bidder. The electronic custody of bids by the system. The opening of documentation through the platform.</p> <p>The proposals, along with the required documentation, must be submitted exclusively in electronic format within the deadline indicated in the invitation, using the Offer Preparation and Submission Tool provided by the PCSP for this purpose.</p> <p>Therefore, in order to participate in this tender, it is important that interested bidders register, if they have not already done so, on the PCSP under the bidder profile.</p> <p>The electronic offer and any accompanying documents must be electronically signed using one of the signature systems accepted under Article 10 of Law 39/2015, of October 1, on the Common Administrative Procedure of Public Administrations.</p> <p>To ensure the confidentiality of the content of electronic files containing the offer until they are opened, the tool will encrypt these electronic files upon submission. Once the submission is completed, the tool will provide the bidding entity with a proof of submission, which can be stored and printed, including a timestamp.</p>



	<p><b>2. Content of Envelope A</b></p> <p>1. Contingut del sobre únic:</p> <p>In the single-envelope offer, only the following documents must be submitted in PDF format and electronically signed:</p> <ul style="list-style-type: none"> <li>- European Single Procurement Document (ESPD). <a href="https://espd.eop.bg/espd-web/filter?lang=es">https://espd.eop.bg/espd-web/filter?lang=es</a></li> <li>- Declaration of submission to Spanish courts and tribunals (appendix 1)</li> <li>- Economic proposal (appendix 2)</li> </ul> <p>The bidding company must submit this documentation in Catalan, Spanish or English.</p>
G	<p><b>Assessment criteria</b></p>
	<p><b>1. Evaluation of the economic offer (up to 100 points)</b></p> <p>The amount indicated as the tender budget constitutes the maximum price or cost that the invited company may offer. The bidding company must submit an economic offer that does not exceed the tender budget amount; otherwise, it will be excluded.</p> <p>To evaluate the economic proposal, the following formula will be applied:</p> <p>Each offer will be objectively assessed based on economic criteria, with a maximum of 100 points awarded to the most favorable offer.</p> <p>It will be evaluated according to the following formula:</p> $P_v = \left[ 1 - \left( \frac{O_v - O_m}{IL} \right) \times \left( \frac{1}{VP} \right) \right] \times P$ <div style="border: 1px solid green; padding: 5px; margin: 10px 0;"> <p><math>P_v</math> = Puntuació de l'oferta a Valorar  <math>P</math> = Punts criteri econòmic  <math>O_m</math> = Oferta Millor  <math>O_v</math> = Oferta a Valorar  <math>IL</math> = Import de Licitació  <math>VP</math> = Valor de ponderació</p> </div> <p>The weighting value is 1</p>
	<p><b>Abnormally low offers</b></p> <p>Offers that are 20% lower than the tender budget may be considered abnormally low or disproportionate.</p>
H	<p><b>Variants and improvements</b></p>
	<p><b>Variants :</b> Variants will not be accepted.</p> <p><b>Improvements:</b> No</p>
I	<p><b>GUARANTEES</b></p>
	<p><b>Provisional guarantee</b></p> <p>In accordance with Article 106 of the LCSP (Law on Public Sector Contracts), no provisional guarantee is required.</p>

	<b>Definitive guarantee</b>										
	As the equipment subject to this contract is already located at the contractors facilities (due to a previous minor procurement procedure) and there is no risk of non-compliance by the awarded contractor, the contracting authority exempts the requirement to provide a final guarantee.										
<b>L</b>	<b>Contract Administrator</b> M. Elena Xuriguera Martin, Associate Professor at the Department of Materials Science and Physical Chemistry.										
<b>M</b>	<b>Payments, invoicing, Dir3 and CeGe Codes</b>  <b>Payment methods</b>  Payments will be made as follows:  - Monthly invoicing on a proportional basis  Payments will be made via bank transfer, following the submission of the corresponding invoice, within a maximum period of 30 calendar days.  <b>Billing information and invoice delivery address</b>  Electronic invoices must be submitted in facturae 3.2 or facturae 3.2.1 format and signed electronically with a third-level recognized certificate. The format specifications can be found at <a href="http://www.facturae.es">www.facturae.es</a>  <table border="1"> <thead> <tr> <th colspan="2">Dades obligatòries de les factures (electròniques i no electròniques)</th></tr> </thead> <tbody> <tr> <td>Raó social</td><td>Fundació Bosch i Gimpera</td></tr> <tr> <td>NIF</td><td>G08906653</td></tr> <tr> <td>Adreça fiscal</td><td>C/ Baldri Reixac, 2 08028 Barcelona</td></tr> <tr> <td>Codis DIR3</td><td>Oficina comptable: U00400441 Òrgan gestor: U00400441 Unitat de tràmit: U00400441</td></tr> </tbody> </table> Electronic invoices inbox <a href="https://efact.eacat.cat/bustia/?emisorId=215">https://efact.eacat.cat/bustia/?emisorId=215</a>	Dades obligatòries de les factures (electròniques i no electròniques)		Raó social	Fundació Bosch i Gimpera	NIF	G08906653	Adreça fiscal	C/ Baldri Reixac, 2 08028 Barcelona	Codis DIR3	Oficina comptable: U00400441 Òrgan gestor: U00400441 Unitat de tràmit: U00400441
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<b>L</b>	<b>Modification</b>  Not foreseen.  Once the contract has been formalized, modifications may only be introduced if justified by one of the causes set out in Article 205 of the LCSP. These modifications must not alter the essential conditions of the contract and should be limited to introducing only the strictly necessary variations. Essential conditions are considered altered in the cases specified in Article 205.2(c) of the LCSP.										
<b>M</b>	<b>Price revision</b> Price revision is not anticipated due to the nature of the contract, in accordance with Article 103.2 of the LCSP										
<b>N</b>	<b>Breaches and penalties</b>										

	<p>"In accordance with Article 192 of Law 9/2017 on Public Sector Contracts, in the event of improper contract execution, the contracting authority may choose either to terminate the contract or to impose penalties, which will be proportional to the severity of the breach. The following gradation is established:"</p> <p><u>Very serious breaches</u></p> <ul style="list-style-type: none"> <li>- Continuing to violate the agreed parameters in the technical specifications despite repeated demands by the FBG to the contractor, highlighting the breach and requiring compliance with the contract terms.</li> <li>- The use of work systems different from those specified in the tender documents and the contractor's offer, when this causes a serious detriment to the execution of the contract.</li> <li>- Failure to meet the response time in cases of operational incidents exceeding 20 days, due to causes attributable to the contractor.</li> <li>- Repeatedly committing serious breaches.</li> </ul> <p>Penalty for committing a very serious breach: deductions from the contract price of up to 10% of the awarded amount.</p> <p><u>Serious breaches:</u></p> <ul style="list-style-type: none"> <li>- Resistance to or failure to comply with the requirements made by the contracting entity, when it does not result in a very serious breach.</li> <li>- Using work methods, elements, materials, machinery, or personnel different from those specified in the project, the specifications, and the contractor's offer, provided it does not result in a very serious detriment.</li> <li>- Failure to comply with the formal requirements established in these specifications and in the applicable provisions for the execution of the contract.</li> <li>- Failure to meet the response time in cases of operational incidents exceeding 15 days, due to causes attributable to the contractor.</li> </ul> <p>Penalty for committing a serious breach: deductions from the contract price of up to 5% of the awarded amount.</p> <p><u>Minor breaches</u></p> <ul style="list-style-type: none"> <li>- Failure to meet the response time in cases of operational incidents exceeding 10 days, due to causes attributable to the contractor.</li> <li>-</li> </ul> <p>Penalty for committing a minor breach: deductions from the contract price of up to 2% of the awarded amount.</p>
Q	<p><b>Subcontracting</b></p> <p>Subcontracting is allowed in accordance with Article 215 of the LCSP.</p>

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**FILE SU-1-2025.PNSP**

**I. GENERAL PROVISIONS**

**1. Subject of contract**

1. The subject of the contract is to supply the services specified in Section A of the tender summary and described in the technical specifications.
2. The contract may be divided into lots if so indicated in Section A of the tender summary.
3. In accordance with the applicable European Community regulations, this contract falls under the Common Procurement Vocabulary (CPV) code specified in section A of the tender summary.

**2. Administrative requirements and suistability of contract**

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

**3. Estimated value of the contract, màximum tender budget, availability of crèdit and funding**

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

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

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

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

4. The contract price is the price established at the time the contract is awarded and must be stated exclusive of VAT at the applicable rate.
5. The contract price includes all costs required for the correct execution of the contract, including all taxes, transport, waste removal, machinery costs, cleaning, third-party damages, the application of legal requirements concerning occupational health and safety, and quality control.
6. The financing of this contract is indicated in Section B of the tender summary
7. The contract price includes all expenses necessary for the proper execution of the contract, including taxes, transport, maintenance of the goods subject to supply until the end of the contract, waste removal, machinery, cleaning, third-party damages, compliance with legal provisions regarding safety and health, and quality control.

**4. Duration of the contract and extensions**

1. The duration of the contract/execution of the service is as specified in section C of the table of characteristics. The total duration and any partial deadlines are those set in the approved work schedule, if applicable. All these deadlines begin to count from the date stipulated in the table of characteristics..
2. If indicated in Section C of the tender summary, the contract can be extended provided that the characteristics and conditions remain unchanged for the total period of execution

## **5. Legal framework**

The current contract is private contract, in accordance with the provisions of Law 9/2017, of November 8, on Public Sector Contracts, which transposes into Spanish law the Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council, dated February 26, 2014 (hereinafter referred to as LCSP). The parties are expressly subject to the provisions of this document and the corresponding technical specifications document.

The specific technical specifications document and the specific administrative clauses document have contractual status, and therefore must be signed by the awarded entity as proof of agreement at the time of contract formalization.

It is subject with respect to its preparation, award, purpose, modification and termination to the following::

- a) These specific administrative clauses.
- b) The technical specifications governing the procurement procedure and any additional technical documentation attached.
- c) The contract to be signed with the contractor, which must include any improvements proposed by the contractor and accepted by the FBG and any modifications to the contract that have been agreed between the parties;
- d) Applicable national and European regulations, as established in Royal Decree 14/2019, of 31 October, on urgent matters for security purposes in matters of digital administration, public procurement and telecommunications, having regard to all legislation amending the LCSP.
- e) The FBG Statute.
- f) All general and applicable regulations governing occupational health and safety, environmental impact and industrial and intellectual property, and any other specific provisions that apply.
- g) Additionally, all other applicable regulations in administrative law, in particular Law 39/2015 of 1 October, on common administrative procedures for public administrations, and Law 40/2015, of 1 October, on the legal framework of the Spanish public sector, or, where such legislation does not apply, the applicable regulations in private law.

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

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

## **6. Admission of variants**

In the event that Variants are admitted for this tender, they will be indicated in section H of the characteristics table of these specifications.

## **7. Administrative procedure and award of contract, contractin authority and buyer profile**

1. The contracting file is processed through the route and procedure indicated in section E of the characteristics table.
2. The contracting authority for this procurement is indicated in section E of the characteristics table

3. The unit or service of the FBG receiving the contractual object is indicated in section E of the characteristics table.
4. Information regarding this contract will be published on the contracting authority profile of the FBG, indicated in section E of the characteristics table.

Interested parties may request additional information regarding the specifications and other documentation, both legal and technical. Both this request and its response will be made within the timeframe indicated in the announcement on the contracting authority profile.

## **8. Procurement capacity**

1. Natural or legal persons, Spanish or foreign, with legal personality and full legal capacity according to Article 65 of the LCSP (Public Sector Contracts Law), may submit proposals, provided they do not incur in any of the contracting prohibitions outlined in Article 71 of the LCSP, which can be proved by any of the means established in Article 85 of the LCSP, and that they demonstrate the required solvency as stated in this specification.
2. Additionally, the purpose or activity of bidders must be directly related to the object of the contract, as evidenced by their statutes or founding rules, and must be properly accredited. Legal persons must also have an organization with sufficient personnel and material elements to properly execute the contract.
3. The FBG may contract with temporary business unions formed for this purpose, without the need to formalize them in a public deed until they have been awarded the contract. These entrepreneurs are jointly liable to the contracting authority and must appoint a representative or sole attorney with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its termination, without prejudice to companies granting joint powers for significant collections and payments.

In the event that several companies submit a joint bid, to form a temporary business union, each must prove its personality and capacity.

4. Companies that have participated in the preparation of technical specifications or preparatory documents for the contract may not participate in the tender, provided that such participation may restrict free competition or entail preferential treatment compared to other bidding companies.
5. In the case of groups of companies, the companies belonging to the group may be taken into account for solvency or classification purposes. In this case, the bidding company must prove that it has access to the resources of these group companies that are necessary for the execution of the contract.
6. Only the bidder proposed as the awardee will have to provide the documentation proving their capacity to contract, without prejudice to any requirements that the contracting authority may address to them during the procedure for the purpose of this accreditation.

Legal capacity and legal personality of companies:

- a) The legal capacity of individuals participating in the tender, both Spanish and foreign, is accredited by means of a certified photocopy of their national identity card or passport.

The legal capacity of Spanish companies that are legal entities is accredited through the deed of incorporation or modification registered in the Commercial Registry, when required according to commercial legislation. When not required, it is accredited through the deed or document of incorporation, the bylaws or founding deed containing the regulations governing their activity, registered, if applicable, in the corresponding official registry. Legal entities must justify, through their respective bylaws or equivalent document, that their corporate purpose includes the development of all activities that constitute the object of the contract. The tax identification number (NIF) of the company must also be provided.

Foreign entrepreneurs from member states of the European Union or from states signatory to the agreement on the European Economic Area must provide documentation proving that they are registered in the appropriate professional or commercial registers, or the certifications indicated in section 1 of Annex I of the RGLCAP (General Regulation of Public Contracts Law)

Entrepreneurs from non-European Union member states or non-signatories to the agreement on the European Economic Area must provide a report issued by the permanent diplomatic mission or consular office of Spain in the location of the company's domicile. This report must confirm, after verification by the company, that they are registered in the local professional, commercial, or analogous register, or, if not, that they operate regularly in local trade within the scope of the activities covered by the object of the contract. Alternatively, they can provide a reciprocity report stating that the originating state allows Spanish companies to participate in tenders called by the public administrations of that state. They must also provide a report from the permanent diplomatic mission of Spain or the General Secretariat of Foreign Trade, certifying that the state of which they are nationals has signed the Agreement on Government Procurement of the World Trade Organization (WTO).

a) Copy of the company's tax identification number (CIF).

Entrepreneurs can prove that they are not subject to contracting prohibitions through a judicial testimony or administrative certification, as appropriate. When the mentioned document cannot be issued by the competent authority, it may be replaced by a sworn statement made before an administrative authority, notary public, or qualified professional body.

Accreditation of representation and legal personality of the signatories of the bids:

When someone appears or signs proposals on behalf of another, they must provide sufficient power of attorney (certified photocopy of the relevant public deed duly registered in the Commercial Registry) and a certified photocopy of the national identity card or passport.

## **9. Bidding companies solvency**

1. To participate in the tender, tenderers must possess the economic, financial, and technical/professional solvency required in section E of the specifications.

And only the bidder proposed as the awardee will have to provide the documentation accrediting the necessary solvency to participate in the tender.

Solvency shall be proven according to the documentation and means indicated in section E of the specifications.

In accordance with Article 86.1 of the LCSP (Public Sector Contracts Law), if the contract is not subject to harmonized regulation, the contracting authority may, justifiedly, admit other means of proving solvency different from those established in the LCSP.

2. The community certificates of authorized entrepreneurs referred to in Article 97 of the LCSP (Public Sector Contracts Law) constitute a presumption of suitability regarding the qualitative selection requirements stipulated therein.

Likewise, non-EU foreign companies must justify their solvency through a report indicating that the state of origin of the foreign company, in turn, allows Spanish companies to participate in contracting with public sector entities similar to those listed in Article 3 of the LCSP, in a substantially analogous form. This report must be prepared by the corresponding Economic and Commercial Office of Spain abroad and must be attached to the documentation submitted.

However, in accordance with Article 68 of the LCSP, in contracts subject to harmonized regulation, the reciprocity report regarding companies from states signatory to the Agreement on Government Procurement of the World Trade Organization is waived.

3. In temporary business unions, all the companies forming part of it must demonstrate their solvency in the terms indicated in section E of the specifications. To determine the solvency of the temporary union, the solvency accredited by each of its members is accumulated.
4. To prove the necessary solvency to enter into a specific contract, the entrepreneur may rely on the solvency and resources of other entities, regardless of the legal nature of the links they have with them, provided that they demonstrate that throughout the duration of the contract execution, they will effectively have this solvency and resources, and the entity they resort to is not subject to a contracting prohibition.

Under the same conditions, entrepreneurs participating in temporary business unions referred to in Article 69 of the LCSP (Public Sector Contracts Law) may rely on the capacities of entities external to the temporary union.

Therefore, bidders may demonstrate the specific requirements of economic, financial, and technical or professional solvency outlined in section E of the specifications based on the solvency and resources of other entities.

5. In accordance with Article 75.1 of the LCSP (Public Sector Contracts Law), regarding criteria related to required professional experience, companies may only rely on the capacities of other entities if these entities will perform the services for which these capacities are required.
6. In the case of placement or installation services or works within the context of a supply contract, in accordance with Article 75.4 of the LCSP, it may be required that certain parts or works, due to their special nature, be executed directly by the bidder themselves or, in the case of a bid submitted by a business union, by a participant in it, provided that this is provided for in section M of the specifications, special conditions of execution.

Concretization of solvency:

In supply contracts that include placement and installation works, legal entities may be required to specify the names and professional qualifications of the personnel responsible for carrying out the provision, in accordance with Article 76.1 of the LCSP (Public Sector Contracts Law).

Furthermore, pursuant to section 2 of Article 76 of the LCSP, contracting authorities may require bidders to, in addition to proving their solvency, commit to dedicating or assigning sufficient personal or material resources to the execution of the contract. These commitments constitute essential contractual obligations, as provided for in Article 211 of the LCSP, or penalties may be established, in accordance with Article 192.2 of the LCSP, in the event that they are not fulfilled by the awardee.

Companies that must be registered in any official registry do not need to present the documents and data that are already listed, and their declaration is sufficient, in accordance with Annex 1 of this PCAP (Pliego de Cláusulas Administrativas Particulares, or Special Administrative Clauses Document). However, they must provide any information that is not listed in this registry, or that is not current or updated.

## **II. PROVISIONS RELATING TO THE TENDERING, AWARD AND THE FORMALIZATION OF THE CONTRACT**

### **10. Submission of offers**

1. Tenderers must submit the documentation that forms their offers, according to the number of envelopes indicated in section G of the specifications, within the maximum period specified in the tender announcement, using the digital envelope tool.

Companies may submit bids for the lots into which the object of the contract is divided, if specified in section A of the specifications.

The deadline for submitting bids ends at 14:00:00 on the date specified in the call for tenders, so any bids received after 14:00:01 on that day will be considered late.

2. Within the tender announcement published in the section corresponding to the file in the contracting profile of the FBG hosted on the platform <https://contractaciopublica.gencat.cat/perfil/ub> interested parties will have access to the "Submit offer via Digital Envelope" section. Bidding companies must fill out a form to register for the tool, and then they will receive a message, at the email(s) indicated in this registration form, to activate the offer.
3. You can find support material on how to prepare a bid using the digital envelope tool in the "Electronic Tendering" section of the Public Procurement Services Platform at the following link. [https://contractaciopublica.gencat.cat/ecofin\\_sobre/AppJava/views/ajuda/empreses/index.xhtml](https://contractaciopublica.gencat.cat/ecofin_sobre/AppJava/views/ajuda/empreses/index.xhtml)

The email addresses provided by bidding companies in the registration form of the Digital Envelope tool, which will be used to send emails related to the use of the Digital Envelope tool, must be the same as those designated in their DEUC (Unique Company Document) to receive notifications and communications through eNOTUM.

### **Envelope Content**

#### **Envelope A**

Envelope A must include the documentation specified in section G of the table of characteristics.

#### **European Single Procurement Document (ESPD)**

Bidding companies must submit a completed ESPD, which is available as an annex, or at the following email address <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=es>.

In the case of companies participating in the tender with the commitment to form a temporary union (UTE) if awarded the contract, each company must prove its identity, capacity, and solvency, and submit a separate ESPD. In addition to the ESPD, they must provide a document confirming their commitment to formally establish a temporary union if awarded the contract, according to the model in Annex 1. This document must be signed by the representative of each company forming the union and must indicate

the names and details of the signatory business owners, each of their contributions, and designate the person or entity who will exercise full representation before the FBG during the contract's validity.

If the bidding company relies on the solvency and resources of other companies in accordance with Article 75 of the LCSP, or intends to enter into subcontracting agreements, it must indicate this circumstance in the ESPD and submit a separate ESPD for each company whose solvency is relied upon or which it intends to subcontract. D'acord amb l'article 71.1, lletra d) de la LCSP, l'acreditació del compliment de la quota de reserva de llocs de treball i de l'obligació de disposar d'un pla d'igualtat s'ha de fer mitjançant la presentació del DEUC.

The submission of the documentation proving compliance with the requirements specified in this document, as indicated in the ESPD, must be provided by the bidding company that is proposed for award for having submitted the most economically advantageous offer, prior to the contract award.

However, the contracting authority or the tender committee may request the bidding companies to submit all or part of the documentation proving compliance with the preliminary requirements if there are reasonable doubts about the validity or reliability of the ESPD, or if necessary for the proper conduct of the procedure. Nevertheless, a bidding company that is registered in an official registry or listed in a national database of an EU member state with free access is not required to present the supporting documents or other documentary evidence of the data registered in these records.

#### Declaration of Submission to Spanish Courts

Foreign companies must provide a declaration of submission to Spanish courts of any jurisdiction for any issues that may arise from the contract, with an express waiver of their own jurisdiction.

Any other documentation required in section F of the table of characteristics

#### **General Considerations Regarding the Submission of Bids**

Tenderers must submit this documentation in Catalan, Spanish, or English.

Notwithstanding the above, the contracting authority may require at any time during the procedure the certificates or documentary evidence of compliance with the requirements of the bidders when necessary to ensure the proper conduct of the procedure.

The legally established conditions for contracting must be met before the deadline for submitting proposals and must remain in force at the time of contract perfection, in accordance with Article 140.4 of the LCSP.

Bidders may be excluded from the contracting procedure if they make serious false statements when completing the declarations or providing the information required to prove compliance with the requirements, without prejudice to any prohibition on contracting and criminal liability that may be determined. Cada licitador no pot presentar més que una sola proposició. La vulneració d'aquesta premissa dona lloc de forma automàtica a l'exclusió de totes les ofertes presentades pel mateix licitador.

1. Interested parties may request additional information regarding the specifications and other documentation, both legal and technical, through the PSCP. Both this request and its response shall be made within the deadline indicated in the announcement on the contracting authority's profile hosted on the PSCP.
2. Proposals are confidential, and their submission implies the bidder's unconditional acceptance of the content of these specifications and the declaration that they meet all the requirements for contracting.
3. Bidders cannot withdraw their proposals during the period of two months from the opening of the proposals (Article 158.4 of the LCSP). This period shall be extended by 15 business days when it is

necessary to follow the procedures referred to in Article 149 of the LCSP relating to offers with abnormal or disproportionate values. Improper withdrawal of a proposal may result in a declaration of prohibition on contracting in accordance with Article 71.2.a) of the LCSP.

4. Bidders may be excluded from the contracting procedure if they make serious false statements when completing the DEUC or providing the information required to prove compliance with the requirements, without prejudice to any prohibition on contracting and criminal liability that may be determined.

#### **11. Classification of offers and requirement for documentation prior to award**

1. Once the offers have been evaluated, the Contracting Board will classify them in descending order and will subsequently send the corresponding award proposal to the contracting authority.

In carrying out this classification, the Board will take into account the award criteria specified in section G of the characteristics table and in the announcement.

The award proposal from the Board does not create any right in favor of the bidder proposed as the awardee, as the contracting authority may depart from it as long as it justifies its decision.

2. In accordance with the Board's award proposal, the relevant services will require the bidder who submitted the best offer to present, for evaluation and qualification by the Contracting Board, the documentation required by the ninth and tenth clauses of this document. This documentation must be submitted in original or certified copies by those individuals or entities that meet the requirements stipulated.

Companies not registered in an official registry or not listed in a national database of a Member State of the European Union.

- a. Proof of the legal capacity of companies and legal personality

The proposed awardee must prove their legal capacity according to the documentation specified in the ninth clause of this document.

- b. Proof of representation and legal personality of the signatories of the offers:

The proposed awardee must prove the legal capacity of the signatories according to the documentation specified in clause nine of this document.

- c. Proof of economic and technical solvency de la solvència econòmica i tècnica:

The proposed awardee must prove their economic and technical solvency through the documentation specified in section E of the characteristics table.

- d. Certificates proving compliance with tax and Social security obligations:

- Positive certificate from the State Agency for Tax Administration confirming that the company is up to date with its tax obligations.
- Positive certificate, issued by the Social Security Treasury, confirming that the company is up to date with its Social Security obligations.

For this purpose, certificates issued electronically, through telematics, or computer means, in accordance with the provisions of Article 15.4 of the RGLCAP, are valid.

- e. When carrying out activities subject to the Economic Activities Tax:

Current year's registration or the most recent receipt, along with a responsible declaration stating that the company has not canceled its registration for the mentioned tax, and, if applicable, a responsible

declaration of exemption.

If applicable, a document proving the establishment of the final guarantee, in accordance with the provisions of clause fifteen.

Any other documentation that is specifically determined in section E of the characteristics table of the contract, based on the nature of the contract.

Companies registered in an official registry or listed in a national database of a Member State of the European Union.

The company that has submitted the best offer must provide all documentation related to the required capability and solvency for participating in the tender that is not listed in these registries or is not up-to-date or current, in accordance with the provisions of clause eleven of this document, as well as the following documentation:

- If the company relies on the capabilities of other entities, the commitment to have the necessary resources as referred to in Article 75.2 of the LCSP.
- Documents proving the effective provision of the resources committed to for the execution of the contract, in accordance with Article 76.2 of the LCSP.
- Document proving the establishment of the final guarantee, in accordance with the provisions of clause 15.
- 

Any other documentation that is specifically required based on the nature of the contract as determined in section H of the characteristics table of the contract.

The Contracting Board must verify that the proposed awardee provides documentary evidence of meeting the participation requirements (for which compliance has been declared responsibly with the submission of the DEUC and other required documentation).

Once the required documentation has been provided by the bidder who submitted the best offer, it will be evaluated. If defects or correctable errors are observed in the submitted documentation, these must be communicated to the affected companies for correction or amendment within a maximum period of 3 business days.

If the required documentation is not adequately provided within the specified time frame, it will be considered that the bidder has withdrawn their offer, and in this case, the same documentation will be requested from the next-ranked bidder according to the order in which the offers were classified (Article 150.2 of the LCSP).

This may result in the imposition of a penalty amounting to 3% of the base budget of the tender, excluding VAT, which will be first deducted from any provisional guarantee that may have been constituted. Additionally, it may lead to declaring the company ineligible to contract due to the reason provided in Article 71.2.a of the LCSP.

If the bidder, due to justified reasons, requests an extension of the deadline specified in this clause, the contracting authority may authorize it for a period not exceeding 5 business days, if circumstances warrant it and no third-party rights are harmed. Both the request for extension and the decision regarding it must be made before the expiration of the initial deadline. The extension agreement must be notified to all bidders.

## **12. Provisional and definitive guarantee**

1. As a general rule and in accordance with Article 106 of the LCSP, a provisional guarantee is not required. If one is required, it will be expressly indicated in section I of the characteristics table.
2. In accordance with Article 107 of the LCSP, the bidder who submits the most advantageous offer must provide a final guarantee for the amount indicated in section I of the characteristics table

within a maximum period of 10 business days from the day after receiving the request. The final guarantee covers the concepts outlined in Article 110 of the LCSP.

3. If the guarantee is not provided, the award in favor of the bidder will be rendered void. In this case, the FBG before proceeding with a new call for tenders and provided that it is possible and with the agreement of the new awardee, may make a new award to the next-ranked bidder or bidders according to the order of classification of their offers, without prejudice to taking appropriate measures against the bidder who did not provide the final guarantee within the stipulated time frame, in accordance with Article 150.2 of the LCSP. In this case, the new awardee has a period of 10 business days to provide the final guarantee.
4. When, as a result of a contract modification, its total value changes, the provided guarantee must be adjusted to the amount necessary to maintain the proper proportion between the guarantee and the new modified contract price within 15 days from the date of notification to the contractor of the modification agreement. For these purposes, price variations resulting from a review in accordance with Article 109.3 and Chapter II of Title II of the First Book of the LCSP will not be considered.
5. When penalties imposed on the contractor are enforced against the final guarantee, the contractor must replenish or increase the guarantee by the corresponding amount within 15 days from the enforcement of the penalty, otherwise it will be considered a cause for contract termination.

If the awardee does not adjust or replenish the corresponding guarantee in the cases mentioned above as provided in Article 109 of the LCSP, the FBG may terminate the contract. Les garanties es poden constituir en efectiu, en valors, mitjançant aval o per contractes d'assegurança de caució.

6. The guarantees can be constituted in cash, securities, through a bank guarantee, or by surety insurance contracts and retention in the price."

Guarantees deposited in cash cannot be for an amount equal to or greater than €2,500, in accordance with Article 7 of Law 7/2012, of October 29, which amends tax and budgetary regulations and adjusts financial regulations to intensify actions in preventing and combating fraud.

If, in accordance with Article 108.2 of the LCSP, the guarantee is to be established through a price retention, this will be expressly indicated in section I of the characteristics table, which will also specify the conditions for its establishment.

7. The guarantees, regardless of the form in which they are constituted, must be deposited with the Treasury of the FBG, which will issue a receipt for the deposit made.
8. In the case of temporary unions of companies, the guarantees may be provided by one or more of the participating companies, provided that the total amount required is reached and that all members of the temporary union are jointly covered.

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

1. In accordance with Article 152 of the LCSP, the decision not to award or enter into the contract or to withdraw from the procedure may be adopted by the contracting authority before formalization.
2. The decision not to award or sign the contract and the withdrawal from the award procedure will be published on the contracting profile.
3. The decision not to award or sign the contract may only be adopted for duly justified public interest reasons documented in the file. Withdrawal from the procedure must be based on an irremediable breach of the contract preparation rules or the rules governing the award procedure, with the cause for withdrawal being justified in the file.

#### **14. Award of contract**

1. The contracting authority shall award the contract within 5 business days following the receipt of the documentation, in accordance with the terms established in Article 150.3 of the LCSP.

The tender will not be declared void if there is any proposal that is admissible according to the criteria set out in this document. The declaration, if applicable, that this procedure has been declared void will be published on the contracting profile.

This award must be justified and will be notified to the bidders and simultaneously published on the contracting profile. The notification will contain the necessary information to allow the excluded bidder to file a sufficiently well-founded appeal against the award decision, particularly the information required by Article 151.2 of the LCSP.

In any case, the notification and the contracting profile will indicate the deadline within which the formalization must take place, in accordance with the provisions of Article 151.3 of the LCSP.

2. The contract award decision will be notified to the bidding companies through electronic notification via e-NOTUM, in accordance with Clause Eight of this document, and will be published on the contracting profile of the contracting authority within 15 days, indicating the deadline for proceeding with the formalization of the contract.

#### **15. Formalization of the contract**

1. The contract is formalized via the corresponding public document, which will reflect the specific terms of the tender. This document is considered suitable for inclusion in any public register. Notwithstanding the above, the winning tenderer may request constitution of the contract as a public deed, in which case the tenderer will be liable for all costs.

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

Companies that have participated with the commitment to form a temporary joint venture (UTE) must submit, once the contract has been awarded to them, the public deed of constitution of the joint venture (UTE), which must include the appointment of the representative or sole attorney-in-fact of the joint venture with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its termination. In no case may clauses be included in the document formalizing the contract that imply an alteration of the terms of the award.

2. When the contract is subject to a special appeal in procurement matters, the formalization of the contract will take place once the minimum period of 15 business days has elapsed from the date the notification of the award, referred to in the previous clause, is sent to the bidding companies.

The contracting authority will require the awarded company to formalize the contract within a period not exceeding 5 days from the day following the receipt of the request, once the period mentioned in the previous paragraph has elapsed without a special appeal in procurement matters being filed that entails the suspension of the contract's formalization, or if the competent body for resolving the appeal has lifted the suspension.

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

In this case, the contract will be awarded to the next bidder according to the order in which the offers were ranked, subject to the submission of the required documentation. If the contract is not formalized as a result of causes attributable to the FBG, the contractor will receive compensation for the damages and losses incurred.

4. The contract will take effect once it is formalized and may not be executed until it is formalized.
5. In accordance with Article 154 of the LCSP, the contract's formalization will be published on the contractor's profile. Specific details of the tender that fall under the definitions established in Article 154.7 of the LCSP will not be published.

### **III. PROVISIONS REGARDING CONTRACT EXECUTION**

#### **16. Special Conditions of Execution**

The special conditions regarding execution, which must be complied with by the contracting company or companies, and if applicable, by the subcontracting company or companies, are those established in section N of the characteristics table, as well as those identified as such in other clauses of this specification.

#### **17. Contract execution**

The contract shall be executed in accordance with its clauses and specifications, and in compliance with the instructions provided to the contracting company or companies by the contract manager referred to in clause twenty-three of this specification.

All individuals involved in the monitoring, control, and supervision of the execution of the works, supplies, or services must submit a declaration of the absence of conflict of interest.

#### **18. Compliance with Contract Duration / Execution Deadlines, Proper Contract Execution**

1. The contractor is obligated to comply with the total contract execution period and the partial deadlines set forth in clause four of this specification and section C of the characteristics table, as well as with the terms of the contract as configured, especially the special execution conditions outlined in the specifications, section N of the characteristics table, and clause twenty-eight of this specification.
2. The contracting company is not entitled to compensation for losses, damages, or harm to goods before their delivery according to the terms set forth in section C of the characteristics table, unless the FBG has incurred a delay in receiving them.
3. If the contracting company incurs a delay in meeting the total or partial deadlines due to reasons attributable to it, the Administration may choose, considering the circumstances of the case, to terminate the contract with loss of the guarantee or to impose penalties, in the manner and conditions established in articles 193 and 194 of the LCSP.

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

In any case, the contractor's default does not require prior notice or warning from the FBG

4. In case of non-compliance with the contract performance or failure to fulfill the commitments assumed by the contracting company or companies or the special execution conditions established in clause seventeen of this specification, the imposition of penalties as stated in section N of the characteristics table may be decided.
5. If the FBG chooses to impose penalties, the relevant administrative proceedings must be initiated, during which a period of hearing must be granted to the contractor. The amounts of such penalties shall be enforced by deducting them from the amounts that, as total or partial payment, are to be paid

to the contractor. If they cannot be deducted from the aforementioned certifications, they shall be enforced against the definitive guarantee that has been constituted.

6. The penalty amount does not exclude the compensation for damages and losses caused by the contractor's delay, to which the FBG may be entitled in accordance with article 194 of the LCSP.
7. In case of non-compliance with the obligation of the contracting company to submit a detailed list of subcontractors or suppliers and proof of payment compliance, as provided for in clause twenty-seven, section N of this specification, penalties may be imposed, for which the definitive guarantee shall be liable.

## **19. Intellectual Property**

The awarded company shall not use the name, logo, or any distinctive sign or material provided by the University of Barcelona outside the circumstances and purposes of this contract, nor after its expiration.

The awarded company shall indemnify the FBG against any liability towards third parties for claims of any kind arising from the materials, procedures, or means used for the execution of the contract, originating from holders of industrial and intellectual property rights over them.

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

In case of actions brought against the FBG by third-party rights holders over the means used by the awarded company for the execution of the contract, the awarded company shall be liable to the contracting authority for the outcome of these actions, and shall also be obliged to provide full assistance to the contracting authority in exercising the actions that correspond to it.

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

## **20. The contract administrator**

The contract shall designate a contract administrator, as indicated in section J, independent of the department responsible for monitoring and the ordinary execution of the contract, as specified in section E of the characteristics table. The contract manager shall perform the following functions:

Supervise the execution of the contract from a technical perspective, ensuring that its implementation aligns with the terms of the contract. They shall issue appropriate orders and instructions to the contractor to ensure the proper execution of the contract, always within the authority granted by the contracting entity.

Propose penalties as necessary.

Issue a report determining whether any delays in execution are attributable to the contractor.

The instructions provided by the contract manager constitute the obligations for executing the contract, along with its clauses and specifications.

## **21. Technical Issues resolution**

Any issues arising between the FBG and the contractor during the execution of the contract, due to differences in the interpretation of what has been agreed or the need to modify the contractual conditions, shall be processed through a contradictory procedure, which must necessarily include the actions described in Article 97 of the RGLCAP (General Regulations of the Public Procurement Act). Unless public interest justifies it or the nature of the issues requires it, their processing does not entail the suspension of the contract

## **22. Resolution of interpretative technical doubts**

For the resolution of interpretative technical doubts that may arise during the execution of the contract, an external technical report may be requested, which will not be binding on the FBG

## **IV. PROVISIONS REGARDING THE RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **23. Payments for the contractor**

1. Payment to the contractor shall be made within the deadlines established in Article 198.4 of the LCSP from the date of submission of the relevant invoice and in accordance with the provisions indicated in section K of the characteristics table. Payments shall be made via bank transfer.
2. The contractor is entitled to payment for the agreed-upon price for the services rendered.
3. The contractor may complete the work more quickly than agreed upon. However, they are not entitled to receive more than the amount allocated for the corresponding year.
4. Partial payments may be made upon written request of the contractor for preparatory operations performed, when the special characteristics of the contract warrant it.
5. All suppliers resident in Spain who have delivered goods or provided services to the FBG may issue and deliver electronic invoices.

The following entities are obligated to use electronic invoicing and submit invoices to the eFACT entry point regardless of the amount of the invoices issued:

- Corporations and limited liability companies.
  - Legal persons and entities without legal personality that do not hold Spanish nationality.
  - Permanent establishments and branches of entities not resident in Spanish territory, under the terms established by tax regulations.
  - Temporary business associations.
  - Economic interest groupings.
6. The billing details and the invoice delivery address are as specified in section K of the characteristics table.
  7. In accordance with Article 200 of the LCSP, and under the terms established therein, contractors may assign the collection rights they hold against the FBG in accordance with the law.

### **24. Responsibility of the Contractor**

The contractor is responsible for the condition of the supplied goods at the time of issuing the relevant acceptance certificate. They are not entitled to compensation for losses, damages, or harm caused to the goods before they are delivered, unless the FBG has incurred in delay in receiving them.

The contractor executes the contract at their own risk and expense and is obliged to compensate for any damages incurred by third parties as a result of the operations required for the execution of the contract, except in cases where the damages are directly caused by an order from the FBG

The contractor is responsible for any defects in the supplied goods until the warranty period expires, without prejudice to cases of force majeure.

### **25. Other Obligations of the Contractor**

The contractor is also subjected to the following obligations:

- a) The contracting company is committed, in the execution of the contract, to comply with the

environmental, social, or labor obligations established by European Union law, national law, collective agreements, or provisions of international environmental, social, and labor law binding on the State, and in particular those established in Annex V of the LCSP. It is also obliged to comply with current provisions regarding the social integration of people with disabilities and tax regulations.

- b) The contracting company undertakes to implement measures to promote equality between men and women when carrying out the supply services.
- c) Compliance with current labor, Social Security, and occupational health and safety regulations.

Before the contract is formalized, it must initiate the processing of the coordination of preventive activities referred to in article 24 of Law 31/95 on the prevention of occupational risks and RD 171/2004 which develops the previous article, following the procedure established by the FBG. It must provide the documentation required at any time in compliance with this regulation and must comply with and enforce the internal regulations of the FBG regarding risk prevention.

- d) Compliance with the orders and instructions given by the FBG in the technical interpretation of the contract.
- e) Providing the FBG with all the necessary information for the proper functioning regarding the supplied goods.
- f) Using Catalan in its dealings with the FBG arising from the execution of the object of this contract. Likewise, the contractor and, if applicable, subcontracting companies must use at least Catalan in signs, publications, notices, and other general communications arising from the execution of the contracted services. In particular, the contractor must deliver all technical documentation required for the fulfillment of the contract object at least in the Catalan language. In any case, the contractor is subject to the obligations arising from Law 1/1998, of January 7, on language policy and the provisions that develop it.
- g) The contractor undertakes to comply in any case with all provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, and its implementing regulations, as well as both national and European Union rules that may replace them.

The selected and awarded companies must train and inform their personnel of the obligations they are required to comply with regarding data protection in the performance of their tasks for the provision of the contract, especially those arising from the duty of confidentiality, with the awarded company personally responsible for any legal infractions committed by its employees due to non-compliance.

#### Incidental processing of personal Data

Although the execution of the contract does not involve a commission for processing personal data, the contractor agrees to the following:

1. The contractor's personnel and, if applicable, subcontractors' personnel, cannot access the personal data contained in the files, documents, and computer systems of the FBG
2. However, if the contractor's personnel and, if applicable, subcontractors' personnel, incidentally access personal data, they are obligated to maintain confidentiality even after the termination of the contractual relationship, and under no circumstances may they use or disclose the data to third parties.

3. The contractor's personnel and, if applicable, subcontractors' personnel, although not responsible for processing, must respect the security measures established by the data controller. In particular, they must consider the following:
4. The contractor's own personnel and, if applicable, subcontractors' personnel, must know and comply with information confidentiality and are obliged to maintain absolute confidentiality regarding any data or information they may incidentally access.
5. Data and information derived from the execution of the contract cannot be used, transferred to third parties, copied, or reproduced.
6. The contractor and, if applicable, subcontractors, must inform the affected workers of the measures established in the previous clause and retain evidence of compliance with this duty.
7. The contractor and, if applicable, subcontractors, must immediately inform the data controller () of any incidents that occur during the execution of the contract that may affect the integrity, availability, or confidentiality of personal data, via email at [dpd@fbg.ub.edu](mailto:dpd@fbg.ub.edu)

Failure to comply with the provisions outlined above may lead to the contractor and, if applicable, subcontractors being considered responsible for processing, for the purpose of applying the sanctioning regime and responsibilities provided for in personal data protection regulations

- h) Undertake the following expenses:
  - Those arising from authorizations, licenses, or documents (which the contractor must manage), as well as any information from official or private entities.
  - Those arising from waste generated as a result of contract execution, in accordance with the environmental regulations of the municipality of Barcelona.
  - The payment of taxes or public fees that may be applicable according to current provisions, in the form and amount indicated.
  - Those arising from the delivery, transfer, or transport and installation of the goods subject to supply.
- i) Have the insurance policies that are mandatory for the contractor for the development of its activity.
- j) The contractor must assign to the execution of the contract individuals who have not been convicted by final judgment for any offense against freedom and sexual integrity to exercise professions, occupations, or activities that involve regular contact with minors. Failure to comply with this obligation will result in contract termination, without prejudice to other consequences that may legally arise.

Before the start of contract execution, the contractor shall submit to the person designated as responsible for the contract by the contracting authority a responsible declaration stating that it has the legally established certifications to prove that the individuals assigned to the execution of the contract, to exercise professions, occupations, or activities involving regular contact with minors, have not been convicted by final judgment for any offense against freedom and sexual integrity. This declaration must be resubmitted by the contractor to the aforementioned contract manager whenever new individuals are incorporated into the execution of the contract who are in the aforementioned situation.

- k) In compliance with Article 55.2 of Law 19/2014, of December 29, on transparency, access to public



information, and good governance, the contract awardee is obliged to provide the FBG upon request and within 10 days, with all necessary information for compliance with the obligations established in said regulation, as well as in any regulations issued for its development.

- l) Ensure that in the execution of the contract, all products or goods have been produced respecting the current socio-labor standards in Spain and the European Union, or the international standards approved by the International Labor Organization if they have been produced in whole or in part outside the European Union, which aim to promote labor rights, foster decent work opportunities, and improve social protection.
- m) Execute the contract with criteria of fairness and fiscal transparency, therefore the income or profits derived from this public contract must be fully declared and taxed in accordance with current tax legislation, without using tax domiciles included in any country on the list of tax havens established by the OECD or the European Commission, either directly or through subsidiary companies.
- n) In case of subcontracting, provide a detailed list of subcontractors or suppliers and proof of payment compliance.

## **26. Contracting Entity's Prerogatives**

Within the limits and subject to the requirements and effects outlined in the LCSP, the contracting authority has the prerogative to interpret contracts, resolve doubts arising from their compliance, modify them for reasons of public interest, declare the contractor's liability arising from contract execution, suspend its execution, and agree to its resolution, determining the effects thereof.

Similarly, the contracting authority has the powers of inspection over the activities carried out by the contractor during contract execution within the limits provided for in Article 190 of the LCSP.

Resolutions of the contracting authority exercising its prerogatives are immediately enforceable and exhaust administrative remedies. Against them, an optional appeal for reconsideration may be filed within one month before the same authority, or an administrative contentious appeal may be lodged before the administrative courts of Barcelona within two months from the day following their notification or publication.

Notwithstanding the above, decisions made during the execution phase regarding modification, subcontracting, or termination of the contract, with respect to which compliance with the requirements established by Directive 2014/24/EU is questioned, may be subject to appeal through a special appeal.

In procedures initiated at the request of an interested party for which no specific provision is established and which concern or relate to the claim of amounts, the exercise of administrative prerogatives, or any other matter relating to the execution, consummation, or termination of an administrative contract, once the deadline for its resolution has elapsed without notification, the interested party may consider their request denied by administrative silence, without prejudice to the obligation to resolve..

## **27. Right to Information Regarding the Processing of Personal Data of Tenderers, Awardees and Contractors Representatives and Employees**

In order to comply with Article 13 of the General Data Protection Regulation, it is informed that the personal data provided in the context of this tender will be processed as follows::

1. The data controller of the personal data is the FBG, with postal address at Carrer Baldiri Reixac 2

Barcelona, 08028

2. The purpose of the processing of personal data is to manage the present public procurement.
3. The legal basis for the processing of personal data is the fulfillment of a task carried out in the public interest, based on the provisions of Organic Law 6/2001, of December 21, on Universities, Law 1/2003, of February 19, on Universities of Catalonia, and Law 9/2017, of November 8, on Public Sector Contracts, which transpose into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of February 26, 2014.
4. The data will be kept for as long as necessary to fulfill the purpose for which they were collected and to determine any liabilities that may arise from their processing.
5. The recipients of the data are the FBG itself and, if any, data processors. The identifying data of the contractor's representative will be published on the contracting entity's profile of the FBG when the contract is published. The transfer of personal data to any other third party is not foreseen unless it is a legal obligation. In this case, only the necessary data will be provided.
6. You have the right to access the data, request their rectification, erasure, objection, portability, or limitation, by sending a written request to FBG
7. If it is considered that the rights have not been adequately addressed, it can be communicated to the FBG Data Protection Officer by postal mail (Carrer Baldiri Reixac 2 Barcelona, 08028), or by email (dpd@fbg.ub.edu)
8. You also have the right to file a complaint with the Catalan Data Protection Authority. Bidders, awardees, contractors, and, if applicable, subcontractors, undertake to provide the above information to their representatives and employees who provide personal data to the FBG

## **28. Contract Modifications**

Once the contract is perfected, the contracting authority may only introduce modifications to it for reasons of public interest, as provided for in section L of the characteristics table or in the cases and within the limits established in Article 205 of the LCSP.

The modifications shall in all cases be binding on the contractor and shall be agreed upon by the contracting authority, following the procedure set out in Article 207 of the LCSP and Article 102 of the RGLCAP. The modifications must be formalized in an administrative document in accordance with Article 153 of the LCSP, subject to adjustment of the final guarantee, if applicable.

## **29. Contract Suspension**

In the event that the FBG decides to suspend the contract and postpone the delivery deadline, the corresponding suspension minutes must be drawn up in accordance with Article 208.1 of the LCSP.

The suspension minutes must be signed by a representative of the contracting authority and the contractor and must be drawn up within a maximum period of 2 business days, starting from the day following the day on which the suspension is agreed upon.

The FBG must compensate the contractor for any actual damages and losses incurred, subject to the rules established in Article 208.2 of the LCSP.

In cases of merger, split, contribution, or transfer of companies or business branches, the contract will continue in force with the resulting entity, which will be subrogated in the rights and obligations arising from it, if the conditions required in Article 98 of the LCSP are met.

It is the obligation of the contractor to promptly notify the FBG of any changes affecting its legal personality, suspending the calculation of the legally established deadlines for the payment of the corresponding invoices until compliance with the conditions of subrogation is verified.

If subrogation cannot occur because the entity to which the contract is attributed does not meet the necessary solvency conditions, the contract will be terminated, considered for all purposes as a case of termination due to the contractor's fault.

## **V. PROVISIONS REGARDING SUCCESSION, ASSIGNMENT, SUBCONTRACTING AND CONTRACT PRICE REVISION**

### **30. Succession and Assignment of the Contract**

1. In cases of merger, split, contribution, or transfer of companies or business branches, the contract will remain in force with the resulting entity, which will be subrogated to the rights and obligations arising from it, provided that the conditions established in Article 98 of the LCSP are met.
2. The rights and obligations related to this contract may be assigned by the contractor to a third party, provided that the technical or personal qualities of the assigning company were not a determining reason for the contract award, and with the prior and express authorization of the FBG. This is subject to compliance with the requirements established in Article 214 of the LCSP, and provided that the assignment does not result in an effective restriction of market competition. Assignment to a third party will not be authorized if it substantially alters the characteristics of the contractor when these characteristics constitute an essential element of the contract.

### **31. Subcontracting**

1. Given the targeted nature and connection to economic recovery from the pandemic of the credit funding this contract, in accordance with Article 16.1.g) of Decree-Law 5/2021, subcontracting of the main provision is not permitted. However, the contractor may engage other companies to perform partial accessory elements of this contract, as provided in Section O of the characteristics table.
2. Tenderers must indicate in their offers the accessory elements of the contract they intend to subcontract, specifying their cost and the name or professional profile, defined by reference to the technical or professional qualifications, of the subcontractors to whom they plan to entrust the work. In this case, the intention to enter into subcontracts must be indicated in the DEUC (European Single Procurement Document), and a separate DEUC must be submitted for each of the companies to be subcontracted.

If contractors wish to enter into contracts that do not match those indicated in the offer, these cannot be concluded until twenty days have passed since the notification to the contracting authority, and the

justifications referred to in the following paragraph have been provided, unless expressly authorized earlier or justified by an emergency or urgent measures, except if the Administration notifies its opposition within this period.

3. The contractor must notify the contracting authority in writing, after the contract award and at the latest when its execution begins, of the intention to enter into subcontracts, indicating the accessory elements of the provision to be subcontracted and the identity, contact details, and legal representative(s) of the subcontracting company. The contractor must sufficiently justify the subcontractor's suitability to execute the work, referencing their technical and human resources and experience, and proving that the subcontractor is not barred from contracting. If the subcontractor is appropriately classified to perform the part of the contract subject to subcontracting, this fact must be communicated to the contracting authority as sufficient proof of their suitability..

In this case, the contractor must provide the contracting authority with information about the subcontracting companies not indicated through the DEUC presented by each of them or that has changed.

(According to the Commission Implementing Regulation (EU) 2016/7 of January 5, 2016, establishing the standard form for the European Single Procurement Document, bidders must indicate in the DEUC the intention to enter into subcontracts and provide the information specified in Sections A and B of Part II (information about the economic operator and its representatives) and Part III (information on exclusion grounds) of the DEUC for each subcontracting company. Additionally, it is recommended that the tender document indicates that bidders planning to subcontract must, besides providing the information specified in the mentioned parts of the DEUC for each subcontracting company, also provide at this time the information required by Part IV of the DEUC regarding selection criteria).

4. The contractor must notify the contracting authority in writing of any changes to this information during the contract execution, and all necessary information about new subcontracts.
5. The subscription of subcontracts is subject to compliance with the requirements and circumstances regulated in Article 215 of the LCSP.

Violation of the conditions established in this clause and in Articles 215 of the LCSP and 16.1.g) of Decree-Law 5/2021 for subcontracting, as well as the lack of proof of the subcontractor's suitability or the circumstances justifying the emergency or urgency of the subcontracting, will have the consequences stipulated in Section P of the characteristics table, depending on the impact on the contract execution.

6. Subcontracting companies are obliged only to the main contractor, who will assume full responsibility for the contract execution before the Administration, in accordance with this document and the contract terms, including compliance with environmental, social, or labor obligations referred to in clause thirty of this document, and the obligation to comply with national and EU data protection regulations. The Administration's knowledge of or authorization for the subcontracts does not alter the main contractor's sole responsibility.

Subcontracting companies do not have direct action against the contracting Administration for obligations contracted with them by the main contractor due to the execution of the main contract and subcontracts.

7. Under no circumstances can the contractor(s) engage individuals disqualified from contracting according to the legal system or who fall under any of the prohibitions to contract specified in Article 71 of the LCSP for partial execution of the contract.
8. The contractor must inform the workers' representatives about the subcontracting, in accordance with labor legislation.

9. Subcontracts are always of a private nature.
10. Payment to subcontracting companies and suppliers is governed by the provisions of Articles 216 and 217 of the LCSP.

The FBG must strictly verify that the contractor pays subcontracting companies and suppliers as established in Article 217.2 of the LCSP

### **32.Price Adjustment**

If a price adjustment is applicable, it will be indicated in Section M of the characteristics table.

## **VI. PROVISIONS RELATED TO CONTRACT TERMINATION**

### **33.Reception and settlement**

1. The contract shall be considered fulfilled by the contractor when the contractor has completed the provision in its entirety, in accordance with the terms of the contract and to the satisfaction of the FBG

In accordance with the provisions of articles 210 and 311 of the LCSP, the FBG must determine in a report whether the provision performed by the contractor complies with the requirements established for the correct execution of the contract and, if necessary, require the completion of the contracted provisions and the correction of any defects observed upon reception. If the work does not meet the agreed-upon standards due to faults or defects attributable to the contractor, the reception of the contract can be rejected. In this case, the FBG is exempt from the obligation of payment and has the right, if applicable, to recover any payments already made. If it is determined that the technical specifications of the contract have not been met, the contractor will be provided with precise and detailed written instructions to correct the deficiencies or defects observed, specifying the corresponding timeframe in the document.

Additionally, the determination of the correct execution of the contract requires a formal and positive act of reception or acceptance within one month following the completion of the contract's object.

2. The provision must be carried out in strict compliance with the stipulations contained in this set of particular administrative clauses and in accordance with the instructions given by the FBG. The contracting authority is responsible for the inspection, verification, and supervision to ensure the correct execution of the contract.

### **34.Termination of the contract: causes and effects**

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

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

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

### **35.Regime of Appeals against the Procurement Documentation**

Against notices, specifications, other contractual documents, award decisions, and against procedural acts that directly or indirectly decide on the award or acts of procedure that determine the impossibility of continuing the procedure, or procedural acts that cause defenselessness or irreparable harm to interested parties, regardless of the immediate enforceability of the challenged act, interested parties may file an administrative appeal before the administrative courts of Barcelona, within a period of 2 months from the day following the notification of the challenged act, in accordance with the provisions of Law 29/1998, of July 13, regulating administrative litigation jurisdiction.

However, and prior to resorting to judicial recourse, and in accordance with Article 44 and following of the LCSP, interested parties may choose to file a special appeal, within a period of 15 working days for the filing of a special appeal against any of the acts listed in general terms in Article 20 of the LCSP from the day following the notification of the challenged act. Only if the contested act is the award decision, the processing of the procurement proceedings will be suspended. Until an express or presumed resolution of the special appeal is issued, interested parties may request the adoption of provisional measures in accordance with the provisions of Article 49 of the LCSP.

### **36.Arbitration**

Notwithstanding what is established in the eleventh clause regarding the Declaration of Submission to Spanish courts and tribunals, arbitration may be agreed upon for the resolution of all or some of the disputes that may arise between the contracting Administration and the contracting company/companies, provided that the matters are freely disposable under the law and specifically concerning the effects, performance, and termination of this contract, in accordance with Law 60/2003 of December 23, on Arbitration.

### **37.Precautionary measures**

Before filing the appropriate appeal in contracting matters, those individuals entitled to do so may request from the competent authority for its resolution the adoption of precautionary measures, in accordance with the provisions of Article 49 of the LCSP and the aforementioned Royal Decree 814/2015, of September 11

### **38.Invalidity Regime**

This contract is subject to the invalidity regime provided for in articles 38 to 43 of the LCSP.

### **39.Competent jurisdiction**

The contentious-administrative jurisdiction is responsible for resolving disputes related to the preparation, award, effects, modification, and termination of this contract.

**DECLARATION OF SUBMISSION TO SPANISH COURTS AND TRIBUNALS**

Mr./Ms. \_\_\_\_\_, with DNI/NIE/Passport No. \_\_\_\_\_, on behalf of and representing the company [Name of the foreign company], with registered address at [Full address], country [Country of origin], and NIF/VAT No. \_\_\_\_\_, in their capacity as [Position in the company], acting in their own name or on behalf of the aforementioned entity:

**DECLARES**

1. That the entity they represent, in the event of being awarded the contract subject to this procedure, expressly submits to the jurisdiction of the Courts and Tribunals of Spain, expressly waiving any other jurisdiction that may correspond to it.
2. That they accept the application of the Spanish Legal System, in particular Law 9/2017, of November 8, on Public Sector Contracts (LCSP), and all other applicable regulations on public procurement.
3. That they designate the following address in Spain for notification purposes:
  - Address: \_\_\_\_\_
  - Postal Code and City: \_\_\_\_\_
  - Email: \_\_\_\_\_
  - Contact Phone: \_\_\_\_\_
4. That they commit to maintaining this address throughout the execution of the contract and to notifying the contracting authority of any changes.

And for the record, I sign this declaration

**APPENDIX 2****ENVELOPE A****FILE SE-1-2025.PO****ECONOMIC PROPOSAL**

Mr./Ms. ...., in the capacity of representative of the company .....  
(or in their own name), with registered address at ..... and NIF ....., declares that,  
having understood the conditions and requirements necessary to be awarded the contract for "*Supply under a rental agreement, without purchase option, of a 3-D printer for the Bosch i Gimpera Foundation*", file SU-1-2025.PNSP, undertakes, on behalf of the aforementioned company (or in their own name), to execute it in strict compliance with the stipulated requirements and conditions, for the total amount of:

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