

UAB Universitat Autònoma de Barcelona

ADMINISTRATIVE SPECIFICATIONS

DYNAMIC PURCHASING SYSTEM No. CONSU-13/2023

Supply of laboratory consumables, equipment, maintenance of scientific equipment, and gases.

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ADMINISTRATIVE SPECIFICATIONS

Dynamic Purchasing System No. Consu-13/2023 Supply of Laboratory Material

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1. Purpose

The purpose of the dynamic purchasing system is the selection of companies that may be awarded specific supply contracts detailed in this specification by the Autonomous University of Barcelona (hereinafter referred to as UAB) and the Veterinary Clinic Hospital Foundation (hereinafter referred to as HCV).

The object of the dynamic purchasing system is divided into 30 lots/categories, which include the products or services established in the technical specifications document:

Category

	Category
Category 1	Acids
Category 2	Bases
Category 3	Inorganic compounds and salts
Category 4	Organic compounds
Category 5	Solvents
Category 6	Biochemical and Molecular Biology Reagents
Category 7	Cell Culture Reagents
Category 8	Microbiology/ Cytology/ Hematology Reagents
Category 9	Chromatography reagents and materials
Category 10	Laboratory kits
Category 11	Anatomy and Vivarium Material
Category 12	Glassware
Category 13	Plastics
Category 14	Metals
Category 15	Measuring Equipment
Category 16	Microscopy Equipment
Category 17	Sampling and filtration material
Category 18	Ceramic and thermal material.
Category 19	Archive and Storage
Category 20	Laboratory and Safety Equipment
Category 21	Safety equipment
Category 22	Standards and certified materials
Category 23	Analysis services, sequencing, etc
Category 24	Precursor substances and ethanol
Category 25	Cleaning and hygiene materials
Category 26	Veterinary-specific materials
Category 27	Electronics and physics materials
Category 28	Radioactive Materials
Category 29	Scientific Equipment Maintenance Service
Category 30	Gases for Scientific and Technological Use

There is no limitation on the number of categories that can be participated in.

The dynamic purchasing system covers the specific contracting of products and services that are considered included in the established categories within the process. Therefore, the system does not deterministically specify all the products that may be subject to future provision, considered individually, but rather, it delimits in an open manner the typology of the product and service that will need to be carried out.

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The codes corresponding to the nomenclature of the Common Procurement Vocabulary (CPV) are as follows, common for all categories:

0300000-1 Products from agriculture, livestock farming, fisheries, forestry, and related products

15700000-5 Animal feed

14000000-1 Gravel, sand, crushed stone, and aggregates

24000000-4 Chemical products

24100000-5 Gases

3000000-0 Medical, pharmaceutical, and personal hygiene equipment and articles

31000000-6 Machines, appliances, equipment, and consumable electrical products

31000000-6 Machinery, appliances, equipment, and electrical consumables; lighting

33000000-0 Medical equipment and pharmaceutical and personal hygiene products

33696500-0 Laboratory reagents

33793000-5 Laboratory glassware

35000000-4 Safety, fire extinguishing, police, and defence equipment

38000000-5 Laboratory, optical, and precision equipment (excluding glasses)

38420000-5 Instruments for measuring flow, level, and pressure of liquids and gases

42980000-9 Gas generators

45333000-0 Installation works for gas appliances

5000000-5 Repair, maintenance, and installation services

50531200-8 Maintenance services for gas appliances

51430000-5 Installation services for laboratory technical equipment

73000000-2 Research and experimental development services

09343000-5 Radioactive materials

2. Financial information

In accordance with Article 100.3 of the LCSP, prior to the processing of a dynamic purchasing system, the approval of a bidding budget is not necessary. However, it is estimated as an annual expenditure forecast, taking into account the specific contracts planned to be carried out during a fiscal year:

The approximate breakdown for each of the categories is as follows:

Organisation	ANNUAL amount (Excl. VAT)	VAT rate	VAT amount	ANNUAL amount (Incl. VAT)
UAB	€8,795,000	21%	€1,846,950	€10,641,950
HCV	€1,300,000	21%	€273,000	€1,573,000
Total	€10,095,000	21 %	€2,119,950	€12,214,950



The approximate breakdown for each of the categories is as follows:

Category	Description	Amount
Category 1	Acids	17.217,17€
Category 2	Bases	5.739,06 €
Category 3	Inorganic compounds and salts	74.607,73 €
Category 4	Organic compounds	68.868,68€
Category 5	Solvents	28.695,28€
Category 6	Biochemical and Molecular Biology Reagents	1.721.716,88 €
Category 7	Cell Culture Reagents	367.299,60€
Category 8	Microbiology/ Cytology/ Hematology Reagents	137.737,35 €
Category 9	Chromatography reagents and materials	126.259,24 €
Category 10	Laboratory kits	918.249,01€
Category 11	Anatomy and Vivarium Material	550.949,40 €
Category 12	Glassware	91.824,90 €
Category 13	Plastics	688.686,75 €
Category 14	Metals	63.129,62 €
Category 15	Measuring Equipment	63.129,62 €
Category 16	Microscopy Equipment	137.737,35€
Category 17	Sampling and filtration material	229.562,25€
Category 18	Ceramic and thermal material.	11.478,11 €
Category 19	Archive and Storage	17.217,17€
Category 20	Laboratory and Safety Equipment	2.869.528,14 €
Category 21	Safety equipment	80.346,79 €
Category 22	Standards and certified materials	17.217,17 €
Category 23	Analysis services, sequencing, etc	149.215,46 €
Category 24	Precursor substances and ethanol	68.868,68 €
Category 25	Cleaning and hygiene materials	126.259,24 €
Category 26	Veterinary-specific materials	114.781,13 €
Category 27	Electronics and physics materials	401.733,94 €
Category 28	Radioactive Materials	5.739,06 €
Category 29	Scientific Equipment Maintenance Service	367.299,60€
Category 30	Gases for Scientific and Technological Use	573.905,63 €
		10.095.000,00€

The bidding budget for each specific contract will be determined based on the technical characteristics of the product requested and the anticipated minimum quantity of units.

The price of the specific contract will be the awarded price, and it must include, as a separate item, VAT. The items included in the price and the delivery conditions are those established in the technical specifications document

The total estimated value of the dynamic purchasing system, taking into account possible extensions, is €50,475,000 (excl. VAT).



The estimate is based on the expenditure generated by the object of the dynamic purchasing system in the last financial years, as well as possible modifications that may occur during its validity:

Concept	Amount (excl. VAT)
Total bidding budget	€10,095,000
Possible extensions	€40,380,000
Total	€50,475,000

<u>IMPORTANT!</u>: Since this is the estimated value of a dynamic purchasing system, it is explicitly stated that the UAB reserves the right to increase, exchange, or decrease the initially planned amount for the total bidding budget among the three specified categories, as appropriate, based on the needs throughout the duration of the dynamic system, without entailing any type of financial compensation or indemnity to the admitted companies and within the maximum limit of the estimated value of the dynamic system.

3. Duration

The system will be open throughout the entire period to any interested company that meets the selection criteria.

The initial duration of the dynamic purchasing system will be 1 year, counted from the day of publication.

The system may be extended annually up to a maximum of 5 years duration.

However, when upon the expiry of the system, the new contract ensuring the continuity of the purchasing system has not been formalized as a result of unforeseeable events for the UAB occurring in the award procedure, and there are reasons of public interest not to close the system, the original contract can be extended until the commencement of the new contract, and in any case, for a maximum period of 9 months, without modifying the other conditions of the contract, provided that the notice of the new contract has been published with a minimum advance of 3 months from the date of completion of the original contract.

4. Information about the dynamic purchasing system

The information and download of documentation related to the dynamic purchasing system are provided through the UAB contracting profile (http://contractaciopublica.gencat.cat/perfil/uab)

Type of participation: electronic, using the online form (https://proveidors.uab.cat/sda)

Advertising of the procurement process: announcement published in the Official Journal of the European Union and on the UAB contractor profile.

Deadline for applications: from the publication of the system and during the period of its validity.

There are different channels to receive information or clarify doubts about the tender:

- Using the Q&A section on the noticeboard of the virtual space for the tender. These questions and answers will be public and accessible through the aforementioned noticeboard on the UAB contractor profile
- Directly by email:
 - o Legal questions or queries about the tender submission: uca@uab.cat
 - O Questions related to products or orders: ocac.sda.lab@uab.cat
- Through the notification system on the UAB contractor profile.



5. Legal regime of the system

The UAB structures this dynamic purchasing system for everyday-use services, the characteristics of which, generally available in the market, meet its needs.

The dynamic purchasing system is a completely electronic process, processed through the regular procedure and conditions established in Article 223 and the following articles of Law 9/2017, of November 8, on Public Sector Contracts.

Given the estimated value of the contract, the bidding procedure is subject to harmonized regulation.

All applicants who meet the selection criteria outlined in clause 7.2 will be admitted to the dynamic purchasing system, with no maximum number of admitted participants.

The bidding procedure for the dynamic purchasing system and the specific contracts based on it are of an administrative nature and are governed by these administrative specifications and technical specifications, the clauses of which are considered an integral part of the contract. In addition, they are governed by the current regulations on public procurement contained mainly in the following provisions:

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

In accordance with the Statutes of the UAB, the contracting authority is the rector.

6. Capacity to contract

- **6.1.** Individuals or legal entities, Spanish or foreign, are authorized to participate in the dynamic purchasing system and, if applicable, enter into the corresponding specific contracts when they meet the following conditions:
 - ✓ Be of legal personality and have full legal capacity, in accordance with Article 65 of the LCSP.
 - ✓ Not be subject to any of the prohibition circumstances for contracting outlined in Article 71 of the LCSP, which can be demonstrated through any of the means established in Article 85 of the LCSP.
 - ✓ The provisions of this dynamic purchasing system must fall within the purposes, object, or scope of action of the companies, as stated in their statutes or articles of association.



- ✓ Have the necessary business or professional qualification to carry out the service that constitutes the object of the specific contract, where applicable.
- ✓ Have sufficient economic and technical solvency for the execution of specific contracts within the framework of the dynamic purchasing system.

The circumstances related to capacity, solvency, and absence of contracting prohibitions must exist on the date of submission of participation requests and persist throughout the entire validity of the dynamic purchasing system.

6.2. The legal capacity to act of Spanish legal entities (businesses) is accredited through the deed of incorporation or modification registered in the Mercantile Registry when required according to commercial legislation. When it is not required, it is accredited through the deed or document of incorporation, by-laws, or founding act, which contains the rules regulating its activity, registered, if applicable, in the corresponding official registry. It is also necessary to provide the Tax Identification Number (NIF) of the company.

The legal capacity to act of Spanish individual businesses is accredited by presenting the NIF (Tax Identification Number).

The legal capacity to act of non-Spanish companies from Member States of the European Union or signatories of the Agreement on the European Economic Area must be accredited through registration in the appropriate professional or commercial registers of their Member State of establishment or by submitting a sworn statement or one of the certifications indicated in Annexe XI of Directive 2014/24/EU.

The capacity to act of foreign companies from states that are not members of the European Union or signatories of the Agreement on the European Economic Area must be accredited in accordance with what is established in Article 68 of the LCSP.

7. Application for participation

7.1. To participate in the dynamic purchasing system as an approved supplier, you must complete the corresponding participation request through the form on the website https://proveidors.uab.cat/sda.

The initial purpose of the form is to verify whether the interested party appears in the UAB supplier database, having been awarded any previous contracts by the UAB.

If the interested party is listed in the UAB supplier database, participation request in the dynamic purchasing system can be processed.

Where the interested party is not listed as a supplier for the UAB, registration in the database must be requested by sending an email to the address proveidors@uab.cat, indicating "SDA-LABORATORI" in the subject line. The registration request must follow the model provided in editable format on the contractor profile of the UAB (https://contractaciopublica.gencat.cat/perfil/uab).

File: Supplier Database Registration Request

For the participation request to be processed you must indicate the categories in which you wish to participate and attach the following documentation:

- Participation Application using the model in **Annexe 1**.
- European Single Procurement Document, using the model in **Annexe 2**, whereby compliance with the requirements of fitness, solvency, and absence of contracting prohibitions is declared.
- Documentation substantiating the selection criteria, as established in section 2 of this clause.
- If applicable, in the event that the bidder is registered with Reli-Rolece, **Annexe 3**.



For the submission, in **Annexe 4** these specifications provide a guide on the steps to follow in processing the participation request.

Participation in the system is free for companies.

- **7.2.** The established objective selection criteria for this dynamic system and their accreditation method are as follows:
 - <u>Economic and financial solvency</u> must be demonstrated with a declaration regarding the bidder's annual turnover, which, concerning the year with the highest turnover of the last 3 closed financial years, must be at least €20,000.
 - **Professional or technical solvency** must be evidenced by a list of the main supplies of the same type as the object of the contract, carried out by the bidder in the last 3 years, including the amount, date, and recipient (public or private).

This list must demonstrate having executed contracts of a similar nature to the categories of this dynamic purchasing system (DPS).

- Business Classification: proof of classification is not mandatory.

The supporting documentation for these criteria must be provided in cases where the bidder is not registered with RELI or ROLECE, or, if registered, when the information is not available in the system. Therefore:

A) Companies NOT registered in RELI or ROLECE:

- Documentation accrediting legal capacity and legal personality, in accordance with the provisions of clause 6 of these specifications.
- Documentary evidence of the representation and legal personality of the signatories of the participation requests:
 - Power of attorney to appear or sign offers.
 - NIF (Tax Identification Number) or passport number of the representative.
- Documentation proving compliance with specific solvency requirements or the corresponding classification certificate, in accordance with the specifications in this section.
- If applicable, documentation proving that the company is up to date with tax obligations and obligations with the Social Security system:
 - a) In relation to Corporation Tax:
 - If the company proposed as the awardee is liable for and obliged to pay Corporation Tax, it must submit the document of registration for the current fiscal year in the corresponding category related to the contract's object or the last receipt of the tax. This should be accompanied by a responsible declaration stating that the company has not been removed from the tax register.
 - If the proposed company falls under any exemption provided in section 1 of Article 82 of the Consolidated Text of the Law Regulating Local Finances, approved by Royal Legislative Decree 2/2004, of 5 March, it shall provide a responsible declaration specifying the legal exemption case and the document of declaration in the census of persons obliged to pay taxes.
 - b) In relation to the rest of the tax obligations and obligations with Social Security system:
 - Positive certificate from the Spanish Tax Administration Agency accrediting that the company is up to date with tax obligations and has no outstanding tax debts with the state.



- Positive certificate issued by the Treasury department of the Social Security, confirming compliance with obligations with Social Security system.
- Positive certificate, issued by delegated and territorial interventions, attesting that the company is up to date with tax obligations with the Government of Catalonia.

B) Companies registered in RELI or ROLECE:

Documentation proving effective registration in RELI or ROLECE and the responsible declaration regarding the validity of the data reflected therein, according to **Annexe 3**.

- In the case the information contained in RELI or ROLECE is not updated at the time of document submission, the documentation required to certify the current situation of the registered company.
- **7.3.** The UAB, through the Office of Administrative Procurement and Purchases, will evaluate the participation requests in accordance with the selection criteria within the period of the next ten (10) business days following the reception of the request. This period may be extended to 15 business days in specific justified cases, particularly if it is necessary to examine additional documentation or verify in another way whether the selection requirements are met.

In the event that there are bidders whose documentation has been submitted with correctable defects or omissions, they will be notified through e-notum for correction within a maximum period of 3 business days, starting from the communication date. If they do not rectify within this period, they will be definitively excluded from the system.

Once corrected, if applicable, the defects in the submitted documentation, the Procurement Board will evaluate and propose the selected companies to become part of the dynamic system and communicate the excluded ones to the contracting authority, along with, if applicable, the reasons for exclusion.

In any case, the UAB will inform the requesting company as soon as possible whether it has been admitted or not to participate in the dynamic purchasing system.

As long as the system remains valid, participation requests can be received. The evaluation of the requests will be carried out within the deadlines established in this section. Therefore, the UAB will publish quarterly updates on the contracting profile, listing the companies admitted as participants in the dynamic purchasing system, provided there are new additions.

7.4. In the event that the processed application does not meet the minimum requirements (prior registration as a supplier, submission of the required documentation, failure to meet selection criteria, failure to rectify detected defects within the granted period), UAB will reject it, and the interested company will need to reapply.

The rejection notification will be sent via email to the email address provided by the company. The communication will include the reason for the rejection.

7.5. Once a company is admitted as a participant in the dynamic purchasing system for the categories it has applied for, it can reapply for admission in other categories for which it has not been admitted previously or initially requested.

7.6. Special conditions of execution:

- Compliance with the ethical principles established in clause 17.1 of these specifications.
- Application and compliance with the corresponding collective agreement.
- The obligations regarding data protection established in clause 17.2 of these specifications.
- Fulfilment of the improvements included in the successful bidder's offer that have been positively taken into account in the evaluation of the proposal.



8. Award of specific contracts

8.1. The UAB will award specific contracts in a decentralized manner through any basic unit of the UAB (departments, research centres, university institutes, administrative units, etc.).

As the needs arise that are expected to be met through this dynamic system for a basic unit of the UAB, it must process the corresponding award of specific contracts.

- **8.2.** To award specific contracts within the framework of the system, procedures are established for the following cases:
 - 1) Orders below €15,000 (excluding VAT): these will be managed through successive direct purchases from any of the participating suppliers, without the need to request quotes from all participating companies.

The criterion to be considered for awarding specific contracts will be the best value-for-money ratio among the offers that meet the specific need.

2) Orders equal to or exceeding €15,000 (excluding VAT) and below €35,000 (excluding VAT): these will be managed through a request for quotation from a minimum of 3 participating suppliers.

The request for quotation will be made by email, and the invited participants must submit their offer within a sufficient timeframe considering the circumstances of the procurement, which will be at least 10 days.

Whenever possible, the submission of offers for UAB contracts will be managed by the Administrative Procurement Unit through the Electronic Tendering tool of the Public Procurement Services Platform.

In any case, the invitation to participate in the tender will include the following details:

- The object or specific provision of the specific contract and its requirements or minimum conditions.
- The maximum budget for the specific contract.
- The duration of the specific contract.
- The award criteria to be considered, the model of offer to follow, and, if applicable, the relevant supporting documentation.
- The deadline for awarding and the start of the validity of the specific contract.

The person in charge of the contract must issue a report justifying the award of the contract.

- 3) Orders below €35,000 (excluding VAT) when the supply can only be entrusted to a specific supplier: they will be managed through direct purchase from the corresponding participating supplier, without the need to request quotes from other participating companies. This scenario will be applicable when it is justified that there is no competition for technical reasons or when the protection of intellectual and industrial property rights is appropriate, provided that there is no reasonable alternative or substitute, and the lack of competition is not a consequence of restrictive configuration of the requirements and criteria for awarding the contract.
- 4) Orders from the UAB up to €50,000 (excluding VAT) related to a research project: in accordance with additional provision 54a of the LCSP (Public Sector Contracts Law), orders for products and services acquired within the framework of a research project with specific funding, not intended for general or infrastructure services, will be managed through successive direct purchases from any participating suppliers in the corresponding category, without the need to request quotes from all participating companies.

Orders from €35,000 (excluding VAT) or exceeding €50,000 (excluding VAT) in accordance with scenario 4 must be awarded following the corresponding tendering procedure, outside the dynamic purchasing system.



- **8.3.** The award criteria that may be considered for the award of specific contracts carried out under this dynamic system will be established, if applicable, in the contract-based invitations.
- **8.4.** The companies admitted to the dynamic system must submit their offers for specific contracts electronically through email or the Public Procurement Services Platform.
- **8.5.** Once the deadline for submitting offers has ended, the basic unit of the UAB promoting the specific contract will evaluate the offers in accordance with the established award criteria, if applicable, and will award the specific contract to the system bidder who has submitted the only or best offer.

The award resolution will be justified and communicated to the other companies admitted to the dynamic system in the corresponding category, if applicable, via electronic notification through e-NOTUM, in accordance with clause 13 of these specifications.

9. Formalisation of specific contracts

The specific contracts within the framework of a dynamic purchasing system are perfected with their award, and this is an essential requirement to initiate their execution.

Consequently, it is not necessary to formalize the contract in an administrative document.

The UAB will publish quarterly on the contracting profile the list of specific contracts awarded within the framework of this dynamic system.

10. Delivery

The delivery conditions (form, location, and deadlines) of the contracted services are those established in the technical specifications or in the invitation to the specific contract, as well as in the offer of the contractor of the specific contract.

11. Guarantees

To participate in the dynamic system, no provisional guarantee or final guarantee is required because participation in the dynamic system does not imply the award of any contract of any amount, and in any case, if applicable, the possibility of establishing the requirement of a suitable final guarantee will be assessed based on the amount and purpose of the specific contract.

12. Financing

The UAB and the HCV have completed all the procedures to ensure the existence of credit for the payment of specific contracts.

The cost centre to which the payment of specific contracts awarded within the framework of the dynamic purchasing system is charged is that of the requesting units for the supplies, which will be specified at the time of formalizing the corresponding orders.

The specific contracts awarded within the framework of the dynamic purchasing system may be subject to different types of public subsidy: FEDER funds, European Social Fund, European Research Council (ERC) funds from various departments of the Ministries of the General State Administration, and funds from the departments of the Government of Catalonia, among others.



13. Means of electronic communication

- **13.1.** In accordance with Additional Provision 15a of the LCSP, the processing of this tender involves the practice of notifications and communications derived from it exclusively through electronic means.
- **13.2.** Communications and notifications made during the contracting procedure and throughout the duration of the contract will be carried out electronically through the e-NOTUM notification system, in accordance with the LCSP (Public Sector Contracts Law) and the LPAC (Common Administrative Procedure Law).

For this purpose, notices of the availability of notifications and communications will be sent to the <u>email addresses</u> and <u>mobile phones</u> that companies have provided for this purpose in the ESPD. These details, along with the <u>name</u>, <u>surname</u>, and <u>Tax ID</u> of the person or persons authorized to access electronic notifications, must be included in the <u>section related to "contact person or persons" in Part II.A of the ESPD).</u>

Once the email and, if a mobile phone number has been provided, the SMS indicating that the corresponding notification is available in e-NOTUM are received, the designated person must access it through the link sent for this purpose. In the virtual space where the notification is deposited, access is permitted with a digital certificate or with a password.

The deadlines, starting from the notification, will be calculated from the date of sending the notification alert, if the act subject to notification has been published on the UAB contracting profile on the same day. Otherwise, the deadlines will be calculated from the reception of the notification by the company to which it is addressed.

13.3. On the other hand, in order to receive all information related to this tender, companies wishing to do so can subscribe as interested parties in this tender through the subscription service for updates on the virtual bidding space made available on the UAB contractor profile (contractaciopublica.gencat.cat/perfil/uab)

Bidding companies do not need to register for the subscription service, as they are automatically subscribed upon activating an offer.

This subscription will allow immediate notification to the subscribed individuals' email addresses of any updates, publications, or notices related to this tender.

Similarly, certain communications that need to be made on the occasion or as a consequence of the tendering and awarding process of this contract will be carried out through the notice board associated with the virtual bidding space for this tender (contractaciopublica.gencat.cat/perfil/uab). On this electronic notice board, which provides irrefutable evidence of authenticity, integrity, and the date and time of publication of the information, details related to both the tender and the contract will be made public.

Additionally, bidding companies can also register in the bidder's profile after the required authentication process. The bidder's profile consists of a set of services aimed at bidding companies, with the goal of providing a dedicated space for each bidding company. It includes a range of tools to facilitate access and management of procurement files of their interest. To register, you need to access the "Bidder Profile" section of the Public Procurement Services Platform and have the required digital certificate.

13.4. With regard to digital certificates, in accordance with the additional provision 1a of DL 3/2016, the use of advanced electronic signatures based on a qualified or recognized electronic signature certificate will be sufficient, as provided for in Regulation (EU) 910/2014/EU of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC. Therefore, this is the minimum required security level for the accepted electronic signature certificate for signing the ESPD and submitting offers for specific contracts.

Regarding foreign community certificates, qualified certificates from any European Union country will be accepted according to Article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust



services. This article states that "a qualified electronic signature based on a qualified certificate issued in a Member State shall be recognized as a qualified electronic signature in the other Member States."

14. Confidentiality

The documents and data submitted by participants may be considered confidential if they include industrial, technical, or commercial secrets and/or intellectual property rights. Their disclosure to third parties could be contrary to their legitimate business interests and/or harm fair competition among companies in the sector. or when its processing may be contrary to the provisions of the regulations on the protection of personal data. Likewise, the confidential nature applies to any other information with content that could be used to distort competition, whether in this tendering process or in subsequent ones.

In no case are documents that are for public access documents considered to be of a confidential nature.

15. Procurement Board

In accordance with what is established in clause 7.3, the management of participation requests in the dynamic

system is the responsibility of the Administrative Contracting and Purchasing Office, which will approve or reject them according to the conditions specified in these specifications.

During the validity of the dynamic system, the contracting board will only act when necessary, especially to decide on the exclusion of participants or the award of specific contracts where its intervention is relevant due to their high value or uniqueness. In any case, the board will act on the proposal of the head of the Administrative Contracting and Purchasing Office.

The Board is made up of the following members:

- Chair: Xavier Ramos Morilla, Vice-Rector for Finance
- Deputy Chair: Mireia Cendrós Carreras, Deputy Executive Office for Finance
- Ordinary member 1: Pedro de Alcántara-García Briones, lawyer in the Legal Office
- Reserve ordinary member 1: Sandra Vives Prieto, lawyer in the Legal Office
- Ordinary member 2: Sònia Hernández Tejada, Executive Secretary of the Board of Trustees
- Reserve ordinary member 2: Concepció Ibáñez Aranda, Officer of the Board of Trustees
- Ordinary member 3: Jose Antonio Checa, Head of Purchasing Unit
- Ordinary member 4: Marta Miracle Babià, Head of Administrative Procurement
- Secretary: Roger Casanova de Vilalta, Head of the Office of Administrative Procurement and Purchasing Office
- Reserve: Marta Miracle Babià, Head of the Administrative Procurement Unit

The board may invite special advisers to its meetings with the right to speak but not to vote.

The Procurement Board is assigned the functions established in Article 326.2 of the LCSP and Article 22 of RD 817/09.

The minutes of the committee related to the awarding procedure will be published on the contractor profile of the UAB.



16. Person responsible for the contract

The persons responsible for the dynamic purchasing system are:

UAB: José Antonio Checa Martinez, Head of Purchasing

HCV: Silvia Alonso Cabané, Director General of the HCV Foundation

Whose functions are the following:

- ✓ To oversee the execution of the contract and make the necessary decisions and issue instructions
 to ensure the correct performance of the service, within the powers granted by the contracting
 authority.
- ✓ To issue the proposal report on the imposition of penalties.
- ✓ To issue the proposal report for the modification of the contract in accordance with clause 22 of these specifications.
- ✓ To issue a report determining whether the delay in execution is attributable to the contractor.

17. Ethical principles and obligations of the contractor in the execution of a specific contract

- **17.1.** In accordance with Article 55.2 of Law 19/2014, of 29 December, on transparency, access to public information, and good governance, participants in the dynamic purchasing system assume the following obligations:
 - a) Observe the principles, norms, and ethical standards inherent to the activities, professions, and/or services related to the provisions subject to the contracts.
 - b) Not undertake actions that jeopardize the public interest.
 - c) Report any irregular situations that may arise during public procurement processes or the execution of contracts.
 - d) Refrain from engaging in conduct that aims to or may have the effect of preventing, restricting, or distorting competition, such as collusive behaviours or fraudulent competition (bid rigging, elimination of bids, market allocation, rotation of bids, etc.).
 - e) Respect confidentiality agreements and norms.
 - f) Collaborate with the contracting authority in the actions it carries out for the monitoring and/or evaluation of contract compliance, particularly by providing the information requested for these purposes, as required by transparency legislation and public sector contracts imposed on awardees in relation to the relevant Administration or administrations, without prejudice to the fulfilment of transparency obligations directly applicable by legal provision.

17.2. Contractor's obligations:

The system and specific contracts must be executed in accordance with the clauses of this specification and those of the technical specifications, and in compliance with the instructions provided to the contracting company or companies by the person responsible for the contract referred to in clause 21 of this specification. Additionally, it should be in accordance with the current regulations on public sector procurement.

The special conditions regarding the execution of specific contracts, mandatory for the contracting company or companies, and if applicable, for the subcontracting company or companies, are those established in clause 7.5 of these specifications.

The companies awarded specific contracts remain obligated to implement measures derived from Law 31/1995, of November 8, on the prevention of occupational risks, and its regulatory development in everything that is applicable to them.



The contracting companies must comply with the applicable obligations in environmental, social, or labour matters established by the law of the European Union, national law, collective agreements, or provisions of international environmental, social, and labour law binding on the State. This includes, in particular, those established in Annexe V of the LCSP (Public Sector Contracts Law).

They are also obliged to comply with the current provisions regarding the social integration of persons with disabilities and fiscal regulations.

Non-compliance with the aforementioned environmental, social, or labour obligations, and especially the repeated non-compliance or delays in salary payments or the application of wage conditions lower than those derived from collective agreements, which are serious and deliberate, will lead to the imposition of penalties as referred to in clause 20.2 of these specifications.

The contracting companies commit to implementing measures aimed at promoting equality between men and women in the execution of the service's own provisions.

The contracting companies, concerning personal data to which they have access in connection with the contract, commit to complying with everything established in Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, the development regulations, and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of individuals regarding the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC.

18. Payments to the contracting company

The contracting company has the right to the payment of the price for the services actually provided, delivered, and formally accepted by the UAB.

Payment to the contracting company must be made upon the presentation of an invoice, which can be individual or joint in the case of various completed works, issued in accordance with current regulations, within the deadlines and conditions established in Article 198 of the LCSP (Public Sector Contracts Law).

In accordance with additional provision 32a of the LCSP, the contractor has the obligation to submit the invoice issued for the delivered goods to the corresponding administrative registry for its transmission to the administrative body or unit responsible for processing. The invoice must include the data and requirements established in Article 72 of the RGLCAP (General Regulation of Public Contracts).

The awardee will issue invoices for each order or specific contract, and once the invoice is received with the required specifications and through legally established channels, the UAB will have the validation and payment deadlines as established in Article 198 of the LCSP.

19. Responsibilities of the contracting company

The winning company of a specific contract is responsible for the technical quality of the services provided, as well as for the consequences that may arise for the UAB or third parties from omissions, errors, inadequate methods, or incorrect conclusions in the execution of the contract.

The contracting company executes the contract at its own risk and is obliged to compensate for damages caused to third parties as a consequence of the operations required for the contract's execution, except in cases where the damages are caused as an immediate and direct consequence of an order from the UAB.



20. Non-compliance of the system or of specific contracts

20.1. The contractor of a specific contract is obligated to fulfil the contract within the timeframe set for its completion.

If the contractor, for reasons attributable to them, incurs a delay in meeting the total deadline or partial deadlines, the UAB may choose, considering the circumstances of the case, to terminate the contract or impose the penalties established in clause 26.2 of these specifications. If specific penalties are not established in this section, those set forth in Article 193 of the LCSP may apply.

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. This extension of the execution period is not considered a modification of the contract for the purposes of Article 203 and subsequent articles of the LCSP.

20.2. In the event that the contractor, due to reasons attributable to them, fails to fulfil the contract commitments, the UAB may impose proportional penalties based on their gravity, with amounts not exceeding 10%, excluding VAT, and not exceeding a total of 50%.

These penalties cover the following non-compliances:

- a) Non-compliance with the special execution conditions established in clause 7.6 of these specifications.
- b) Non-compliance with obligations in environmental, social, or labour matters, and ethical principles as provided in clause 17.
- **20.3.** The amounts of the imposed penalties will be enforced by deducting them from the amounts that, as total or partial payment, must be paid to the contracting company for the execution of the specific contract awarded in its favour.

21. Prerogatives of the UAB

Within the limits and subject to the requirements and effects indicated in the LCSP, the UAB has the authority to interpret the contract, resolve any doubts arising from its compliance, modify it for reasons of public interest, declare the responsibility attributable to the contracting company due to its execution, suspend its execution, decide on its resolution, and determine its effects.

Similarly, the UAB has the inspection powers over the activities carried out by the contracting company during the execution of the contract, in accordance with the terms and limits established by the LCSP.

The decisions made by the contracting authority in the exercise of the mentioned prerogatives exhaust the administrative route and are immediately enforceable.

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



22. Modification of the dynamic purchasing system

- **22.1.** The dynamic system can only be modified for reasons of public interest, in the cases and in the manner specified in this clause and in accordance with what is provided in articles 203 to 207 of the LCSP.
- **22.2.** In the event that the possibility of modifying the system is envisaged, the modification will be carried out in the case(s), with the conditions, scope, and limits detailed in the mentioned section and in accordance with the following procedure:
 - The person in charge of the system will issue a proposal report for the modification.
 - The contracting authority, if it deems appropriate, will approve the modification of the system.
 - The UAB will decide, through a resolution, the modification of the system.

These modifications are mandatory for the companies admitted to the system.

22.3. The announcement of the modification to the system, along with the arguments of the contracting company and all reports, if applicable, requested prior to the approval of the modification, both those provided by the awarded company and those issued by the contracting authority, will be published on the contracting profile.

23. Succession and assignment. Subcontracting in the execution of specific contracts.

23.1. In the event of a merger of companies in which the participating company in the system is involved, the contract will continue in force with the absorbing entity or the result of the merger, which will be subrogated in all the rights and obligations arising from it.

In the event of a split, contribution, or transmission of companies or business branches, the contract will continue with the entity to which the contract is assigned, which will be subrogated in the rights and obligations arising from it, provided that it meets the conditions of capacity, absence of prohibition to contract, and solvency required when awarding the contract, or that the companies benefiting from these operations and, if they continue to exist, the company from which the assets,

companies or segregated business branches originate, they will be jointly responsible for the execution of the contract.

The affected company must communicate to the UAB the circumstance that has occurred.

In the event that the contracting company is a Temporary Business Association (UTE), when mergers, splits, or transmissions of business branches take place with respect to some or all of the companies forming the temporary association, the execution of the contract will continue with the awarded UTE. In the event that the absorbing company, the result of the merger, the beneficiary of the split, or the acquirer of the business unit are not integral companies of the UTE (Temporary Business Association), it will be necessary for them to have full legal capacity, not be subject to contracting prohibitions, and maintain the required solvency, capacity, or classification.

If the contract is assigned to a different entity, the final guarantee can be renewed or replaced, at the discretion of the granting entity, by a new guarantee provided by the new entity, taking into account the risk posed by this latter entity. In any case, the old final guarantee retains its validity until the new guarantee is established.

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

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



Authorisation for assignment to a third party will not be granted when the assignment represents a substantial alteration of the characteristics of the contracting company if these constitute an essential element of the contract.

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

In the case of contract assignment, the guarantee provided by the assignor will not be returned or cancelled until the guarantee of the assignee is established.

23.3. The contracting company can enter into agreements with other companies for the partial performance of the provision subject to the specific contracts of this dynamic system.

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

The subcontracting companies will be bound only to the main contracting company, which will assume total responsibility for the execution of the contract before the UAB, in accordance with this specification and the terms of the contract, including compliance with environmental, social, or labour obligations. The knowledge that the UAB has of the contracts signed or the authorization it grants does not alter the exclusive responsibility of the main contracting company.

The contracting company must communicate in writing, after the award of the contract and, at the latest, when it begins its execution, to the contracting authority the intention to enter into subcontracts, indicating the part of the provision it intends to subcontract and the identity, contact details, and legal representative or representatives of the subcontracting company, sufficiently justifying its ability to execute it with reference to the technical and human elements it possesses and demonstrating that it is not subject to any prohibition to contract.

If the subcontracting company has the appropriate classification to carry out the part of the contract subject to subcontracting, the communication of this circumstance is sufficient to prove its suitability.

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

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

In contracts where the subcontracting amount is equal to or exceeds 30% of the contract price, the UAB will verify the strict compliance of payment to subcontracting companies and suppliers by the contracting company. For these purposes, the contracting company must provide, when requested, a detailed list of subcontracting companies or supplying companies with specification of the conditions related to the payment term and must submit proof of compliance with the payment term. These obligations are considered a special condition of execution, so their non-compliance may result in the imposition of penalties provided for in clause 26 of these specifications, with the final guarantee being liable for these penalties.

24. Renunciation

The UAB may withdraw from the procedure by notifying the companies that have requested participation when an incurable violation of the contract preparation rules or those regulating the award procedure is identified.

The decision to withdraw from the award procedure will be published on the contracting profile.



25. Termination of the dynamic purchasing system and of specific contracts

The causes, application, and effects of the resolution of the dynamic system and specific contracts are established in articles 211, 212, 213, and 313 of the LCSP.

In all cases, the resolution of the dynamic system or specific contract will be carried out following the procedure established in article 191 of the LCSP and article 109 of the RGLCAP.

26. Regime of appeals and competent jurisdiction

- **26.1.** This procedure is administrative in nature, and any disputes that may arise regarding the preparation, award, effects, modification, and termination of the contract will be resolved by the contracting authority, whose resolutions exhaust the administrative appeal.
- **26.2.** Are subject to special appeal in public procurement matters, in accordance with Article 44 of the LCSP, the tender notices, the specifications, and the contractual documents that establish the conditions governing the procurement; procedural acts that directly or indirectly decide on the award, determine the impossibility of continuing the procedure, or result in defencelessness or irreparable harm to rights or legitimate interests; the contract award decisions; and modifications to the contract based on the non-compliance with the provisions outlined in Articles 204 and 205 of the LCSP, suggesting that the modification should have undergone a new award process.

The special appeal in procurement matters is optional, free of charge for appellants, and can be filed at the locations specified in Article 16.4 of the LPAC, at the UAB registry, or before the Catalan Tribunal for Contracts in the Public Sector, either before or alternatively to initiating administrative litigation proceedings, in accordance with Law 29/1998, of 13 June, regulating administrative litigation jurisdiction. It is governed by the provisions of Articles 44 and following of the LCSP and Royal Decree 814/2015, of 11 September, approving the Regulation of special procedures for reviewing decisions in contractual matters and organizing the Central Administrative Court of Contractual Resources.

If the appeal submission is made at a registry other than that of the UAB or the Catalan Tribunal for Contracts in the Public Sector, it must be communicated to the mentioned Tribunal immediately and in the quickest way possible.

Appeals against acts subject to special recourse do not allow for the filing of ordinary administrative appeals.

- **26.3.** Against acts adopted by the UAB regarding the effects, modification, and termination of this contract that are not subject to special recourse in procurement matters, the filing of the regular administrative appeal will be applicable in accordance with the provisions of the LRJP and the LPAC. or the contentious-administrative appeal, in accordance with the provisions of Law 29/1998, of 13 July, regulating administrative litigation jurisdiction.
- **25.4.** The decisions made by the UAB in the exercise of the prerogatives established in clause 21 of this specification may be subject to an optional appeal for reconsideration, in accordance with the provisions of the LRJP and the basic legislation of the common administrative procedure, or an administrative litigation appeal, in accordance with the provisions of Law 29/1998, of 13 July, regulating administrative litigation jurisdiction.

27. Joint contracting

The UAB and the HCV have reached an agreement to carry out a specific joint procurement, in accordance with Article 31 of the LCSP, whereby the UAB undertakes the processing of the dynamic system on its own behalf and also on behalf of the HCV.

For the purposes of the provisions of Articles 3 and 61 of the LCSP, both the UAB and the HCV act in this procedure as individual contracting authorities, without the HCV having delegated to the UAB the powers that correspond to it as the contracting authority.



In the awarding of specific contracts within the framework of the dynamic purchasing system, each of the two entities will act in its own name as an individual contracting authority.

[Specification informed favourably by the Legal Office of the UAB on [date]]



APPLICATION FOR PARTICIPATION

Dynamic purchasing system No. 13/2023

Name of company:
Company tax No. (NIF)
Full name of legal representative:
Tax No. of legal representative:

The undersigned, in *their own name/name of the company they represent*, having knowledge of the tendering announcement for which participation applications are being accepted by the dynamic purchasing system 13/2023, related to the supply of laboratory consumables, equipment, maintenance of scientific equipment, and gases,

REQUESTS

- Admission to participate in the aforementioned dynamic purchasing system indicating the categories as they are indicated in Annexe 4.
- That the corresponding specific invitations/orders that are carried out within the dynamic purchasing system be sent to them.
- That all notifications related to the present dynamic purchasing system and to the specific contracts deriving from it be sent to the email address provided in the contact details of this document.

In relation to the supply conditions, the PROPOSE:

Discount on the general product catalogue	0.00 %
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Discount by volume of annual turnover	
Phase 1 (from € to €)	0.00 %
Phase 2 (from € to €)	0.00 %
(€)	0.00 %

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Delivery options		
	Delivery every week day at no cost	YES / NO
ı	Delivery 4 working days after the date of the order at no cost	YES / NO
	Weekly delivery from the day after the order at no cost	YES / NO
Other proposals		

Access data for the electronic purchasing tool	
Website address	
User name	
Password	

Contact details for order management	
Full name of person responsible	
Mobile phone	
Email	
Company phone	
Phone number for monitoring team assigned to the UAB	
Company email for despatch of orders	

Data and signature

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RESPONSIBLE DECLARATION IN LINE WITH THE SINGLE EUROPEAN PROCUREMENT DOCUMENT (ESPD)

*This can be downloaded from one of the following links:

https://contractacio.gencat.cat/ca/contractar-administracio/deuc/

or

https://visor.registrodelicitadores.gob.es/espd-web/filter?lang=es

^{** (}Complementary document: bidders with more than 250 employees must provide an equality plan in addition to the ESPD, in accordance with Article 45 of Organic Law 3/2007, of 22 march, on equality for women and men.)



RESPONSIBLE DECLARATION OF THE VALIDITY OF THE DATA PROVIDED ON THE RELI/ROLECE

Name of company:
Company tax No. (NIF)
Full name of legal representative:
Tax No. of legal representative:

The undersigned, in *their own name/name of the company they represent*, having knowledge of the tendering announcement for which participation applications are being accepted by the dynamic purchasing system 13/2023, related to the supply of laboratory consumables, equipment, maintenance of scientific equipment, and gases,

DECLARES UNDER THEIR RESPONSIBILITY

- That as of today's date the details provided on the RELI/ROLECE in relation to their legal personality, their capacity to work and their representation are completely valid.
- That as of today's date the details provided on the RELI/ROLECE in relation to their company classification (where appropriate) are completely valid.
- That as of today's date the details provided on the RELI/ROLECE in relation to registration for tax on economic activities and the receipt of the last payment or, where appropriate, the declaration of exemption are completely valid.
- That as of today's date the details on the RELI in relation to fulfilment of tax obligations and Social Security obligations, in accordance with the provision of Articles 13 and 14 of the General Regulation of the Law on Public Administration Contracts, approved by Royal Decree 1098/2001, of 12 October, are completely valid.
- That as of today's date, there are no circumstances that could lead to the prohibition of contracting, as established in Article 71 of Law 9/2017, of 8 November, on Public Sector Contracts.

Data and signature



GUIDE TO THE PRESENTATION OF AN APPLICATION FOR PARTICIPATION

To begin the submission of the application, you must visit the following website https://proveidors.uab.cat/sda.

You can choose to view the page in Catalan (by default), Spanish, or English. The language in which the application is processed is the language in which you will receive the confirmation email of the submission of the application.

Initially, to check if the interested company is listed as a supplier to the UAB (because it has previously been awarded a contract), you must identify yourself by entering the company's VAT number and the last 5 digits of the current account.

Then click the 'Validation' button.



If a company is not registered as a supplier, a message will appear:



If the bank account does not match the information in the UAB supplier database, a message will also appear:

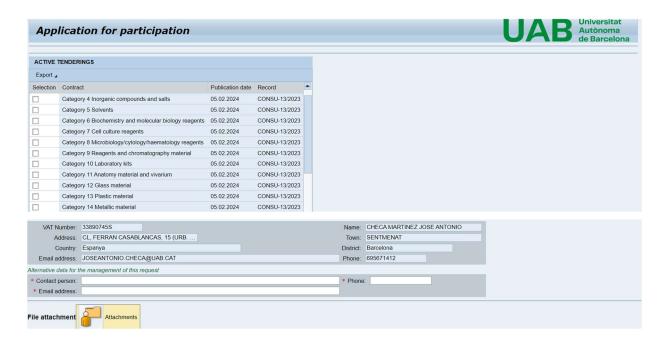


If the supplier identification is correct, you will be directed to the next screen, where you need to select the dynamic purchasing system you want to participate in (in this case, 'Laboratory Materials'):





You will be directed to the next screen, where you can submit the participation request in the system:



At the top, you can see the available lots. To participate in them, you need to mark the box in the 'Selection' column. You can select one or all of the lots.

In the central part, the information given in the UAB supplier database is displayed. However, alternative data for managing the application (contact person and email address) can be added.

Through the 'Manage Attachments' button, you can attach the documents required to participate:



The 'Browse' button allows you to search for documents on your computer or cloud, and then click the 'Attach File' button. Subsequently, the attached documents are displayed in the section 'Added Files':



Files must be in PDF format and signed electronically.

After attaching the documentation, click the 'Save' button at the top, and then a notification confirming that it has been saved successfully is displayed:







Once the request is submitted successfully, the system will send an email confirming the receipt of the participation request in the dynamic purchasing system. Once the documentation attached to the application is qualified, the UAB will send an email confirming the incorporation of the company into the system.

If the same company accesses the system again, the view will have changed: at the top, the tenders for which participation has been requested are visible, and at the bottom, the active tenders in which participation is still possible:





For any questions, please send an email to:

ocac.sda.lab@uab.cat