



EXP. NUM. URV.N01.05.01 SE08/25

SPECIFIC ADMINISTRATIVE CLAUSES CONTRACT FOR PREVENTIVE AND CORRECTIVE MAINTENANCE SERVICE FOR UNINTERRUPTED POWER SUPPLY SYSTEMS (UPS) LOCATED IN THE SCIENTIFIC AND TECHNICAL RESOURCES SERVICE OF THE ROVIRA I VIRGILI UNIVERSITY.

MARCH 2025

Signed by: Sandra Rodríguez Rodríguez
Position: Legal Office Technician
Data: 02-04-2025 13:57:45

Signed by: JOSEP PALLARES
Position: Rector
Data: 02-04-2025 15:10:59



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CONTRACT SUBJECT TO HARMONIZED REGULATION YES ☐ NO ☐

Ordinary Urgent

Emergency \ddot{y}

Advance \ddot{y}

Open \ddot{y}

Simplified open \bar{y}

Open simplified abbreviated y

SPECIAL RESOURCE YES ☐ NO ☐

EXP. NUM. URV.N01.05.01 SE08/25

A. AWARDING AUTHORITY

A.1. Contracting authority: Rovira i Virgili University

A.2. Contracting body: Mr. Josep Pallarès Marzal, rector

A.3. Contract manager: Debora Cano Acedo, technician from the Scientific and Technical Resources Service

A.4. Proposing unit in charge of monitoring the execution of the contract: Scientific and Technical Resources Service

A.5. Contractor profile:

[Contractor profiles - Public Procurement Services Platform \(contractaciopublica.cat\)](http://contractaciopublica.cat)

Recruitment Portal of the Rovira i Virgili University:

<https://www.urv.cat/ca/universitat/seu-electronica/contractacio-publica/>

A.6. Postal address of the contracting authority: Carrer de l'Escorxador s/n, 43003

Email: contractacio.oc@urv.cat

B.	OBJECT
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B.1. Description of the service: Preventive and corrective maintenance service for uninterruptible power supply systems (UPS) located in the Scientific and Technical Resources Service of the Rovira i Virgili University.

Page:


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B.2. Justification of the need: The Scientific and Technical Resources Service (SRCiT) has of uninterruptible power supply systems (UPS) located in your building.

These systems are intended to support equipment that performs compound analyses, which require a high degree of sensitivity and reproducibility of results.

Preventive and corrective maintenance actions require technical personnel with advanced knowledge of equipment technology.

It is therefore considered that, as prescribed in article 116.4.e), there is a clear and proportional link between the object of the contract and the need satisfied by the contract.

B.3. Lots i Codi CPV:

Possibility of bidding in lots:
YES ☐

NO ☐ Justification: See Contract Requirements Report published together with these specifications

CPV Code: 50410000-2 Repair and maintenance services of measuring, testing and verification equipment

B.4. Variants

NO ☐ YES ☐

B.5. Legal nature of the contract:

Administrative ☐ Private ☐

B.6. Reserved contract

NO ☐

YES ☐ If yes:

- ☐ Special work centers. Lot/s reserved/s
- ☐ Social integration centers. Lot/s reserved/s
- ☐ Other (specify). Lot(s) reserved/s

C. ECONOMIC DATA

C.1. Base tender budget:

a) Bidding base budget amount:

Concept	Base bid budget, excluding VAT	Amount in terms of VAT	Base bid budget, VAT included
Preventive maintenance	27.840,00€	5.846,40€	33.686,40€



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Corrective maintenance	17.355,37€	3.644,63€	21.000,00€
Total amount of the tender	45.195,37€	9.491,03€	54.686,40€

The amounts indicated in the previous paragraph as the net budget constitute the maximum price or cost that the bidding companies may offer. If the amount of the net budget is exceeded, the bid will be excluded.

b) Breakdown of the tender budget:

A) The price of the preventive maintenance service is determined as a flat rate. The maximum price that companies can offer is €27,840.00, excluding VAT (€33,686.40, including VAT).

This price was obtained based on the following calculations:

Direct Costs	Import €
Personnel Expenses (direct labor)	
1. Salary costs and social security Materials	18.144 €
	2.052 €
Machinery and auxiliary means	410 €
Safety and health	274 €
TOTAL	20.880,00 €

Indirect Costs	Import €
Travel and meals	4.176,00 €
Management expenses and industrial profit	2.784,00 €
TOTAL	6.960,00 €

TOTAL COSTS (Direct and Indirect)	27.840,00
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The estimate of salary costs has been calculated taking as a reference the Collective Labor Agreement of the Iron and Steel Industries sector of the province of Tarragona, published in the Official Gazette of the Province of Tarragona on December 1, 2022, agreement code no. 43000405011993 and considering 1 Engineer – Group 1, who must execute the contract as specified in the Technical Specifications. This indication does not prejudice the applicable agreement.

According to the agreement, the annual gross salary for a worker in this category is €29,918.68 in 2024 with a working time of 1744 hours per year.

This results in a salary of €17.16/hour, which we will round to €17.20/hour for ease of calculations.

To the €17.20 we add 30% for possible seniority and bonuses that the worker has, which results in a price/hour of €22.36. The 35% of salary costs for the company is €7.83. Which gives a total of €30.19

It is estimated that carrying out maintenance on the equipment in the annexes to the technical specifications will involve nearly 600 hours of work, for the three years of the contract.

From all this we obtain a personnel expense of approximately €18,114, according to the estimate of hours considered necessary to fulfill the contract.

Page:


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Likewise, costs have been calculated for material and/or equipment that the person providing the service must use during its execution, as well as health and safety in the execution of the service.

Finally, an item has been added for worker's per diems and travel, if necessary, and for structural expenses and the company's industrial profit.

B) The maximum amount foreseen for corrective maintenance for the three years of the contract is €17,355.37, excluding VAT (€21,000.00, including VAT), and has been established based on an estimate of necessary expenditure based on the experience of the last 5 years.

This maximum amount foreseen, which is not subject to reduction, is an estimate, so the URV does not undertake to exhaust it in its entirety.

This corrective maintenance will be invoiced according to the price/hour and travel cost offered by the awarded company.

The maximum amounts that companies can offer are:

B.1) Price/hour technician

The maximum amount that companies can offer is €55/hour. In the event that the company does not submit an offer for this price, this maximum amount will be used for the evaluation and possible award.

B.2) Price per trip

The maximum amount that companies can offer is €1.80/km. The maximum distance that will be paid for travel will be 100 km round trip from Tarragona. In the event that the company does not submit an offer for this price, this maximum amount will be used for the evaluation and possible award.

C.2. Estimated value:

a.- Amount: 45.195,37€, VAT excluded.

b.- Estimated value breakdown:

- Tender budget amount: €45,195.37, excluding VAT.
- Possible extension amount: €0
- Amount for any modifications: €0
- Other possible concepts: --

TOTAL ESTIMATED VALUE: €45,195.73, VAT excluded

c.- Method of calculation applied:

The estimated value of the contract coincides with the base bid budget.

C.3. Price determination:

- Components of the benefit:
- Execution units

Page:


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- ☐ Time units
- ☐ Lump sum ☐
- Fees for rates
- ☐ Combination of several modalities

C.4. Price variation clauses depending on compliance or non-compliance with certain objectives:

NO ☐ YES ☐

C.5. Price review

NO ☐ In accordance with article 103 of the LCSP, no type of price review is required for this procurement.

YES ☐

C.6. Budget item

Any	Budget Item	Import total
2025	82SB000100-F2021-21130	11.393 €
2025	82SB000100-F2021-213	3.797,66 €
2026	82SB000100-F2021-21130	13.671,60 €
2026	82SB000100-F2021-213	4.557,20 €
2027	82SB000100-F2021-21130	13.671,60 €
2027	82SB000100-F2021-213	4.557,20 €
2028	82SB000100-F2021-21130	2.278,60 €
2028	82SB000100-F2021-213	759,54 €

C.7. Financed with European funds:

YES ☐

NO ☐

C.8. Multi-year scope file:

YES ☐ The award of the contract is conditional on the approval of the expenditure by the Social Council of the Rovira i Virgili University

Agreement of the Economic Commission of the Social Council: December 18, 2024

Distribution of annuities:



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Slaughterhouse, s/n 33003 Tarragona www.riv.cat	Year	Import total
2025		11.393 €
2025		3.797,66 €
2026		13.671,60 €
2026		4.557,20 €
2027		13.671,60 €
2027		4.557,20 €
2028		2.278,60 €
2028		759,54 €

For the remaining annuities that affect the validity of this contract, the URV undertakes to make the relevant reservation.

NO \ddot{y}

D. DURATION OF THE CONTRACT AND PERFORMANCE OF THE SERVICE

D.1. Contract duration: 3 years

D.2. Start date: from the day following the date of validity of the contractual document, or the date established in the contract.

D.3. Deadline for execution of the service: coincides with section D.1.

D.4. Partial execution deadlines:

NO ☐ YES ☐

D.5. Place of performance of the service: Rovira i Virgili University

D.6. Extension:

NO ☐ YES ☐

D.7. Warranty period:

YES ☒

Deadline: 1 year from the formal act of receipt of the service.

NO \ddot{y}

AND. **GUARANTEES**

E.1. Provisional guarantee

NO ☐ YES ☐

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YES ☒

5% % of the tender budget, excluding VAT according to art. 107.3 of the LCSP (if the price determination is at unit prices)

Possibility of constitution through retention in the price.

NO ☐ YES ☐

NOv Justification of the exemption:

E.3. Supplementary guarantee: NO ☐ YES ☐

CLASSIFICATION THAT CORRESPONDS TO THIS CONTRACT, REQUIREMENT OF F.
SOLVENCY AND ENVIRONMENTAL AND QUALITY MANAGEMENT RULES FOR CONTRACTING AND ASSIGNING
MEDIA

F.1. Business classification corresponding to this contract:

- Not applicable

F.2. Solvency requirement for contracting

Contract exempt from accreditation NO ☐ YES ☐ (article 159.6.b) LCSP)

Required solvency means:

You may prove your solvency either through your classification, according to section **F.1 of the Characteristics Table**, or by fulfilling the requirements of economic and financial solvency and technical or professional solvency established in **sections F.3 and F.4** thereof.

Classification accreditation form:

Certificate issued by the Official Register of Classified Companies of the Ministry of Finance or notarial attestation thereof, which certifies that the entrepreneur is classified in the groups and subgroups specified in **section F.1** in categories equal to or higher than those mentioned. It must be accompanied by a responsible declaration of its validity and that the circumstances that served as the basis for its granting are maintained.

F.3. Economic and financial solvency

Contract exempt from accreditation NO ☐ YES ☐ (article 159.6.b) LCSP)



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- Ținut anual al afacerii referindu-se la cel mai bun an financiar din ultimele trei disponibile bazat pe datele de înregistrare sau de începerea activităților întreprinzătorului și prezentarea ofertei pentru o sumă egală sau mai mare decât valoarea estimată a contractului (art. 87 LCSP).

The annual turnover will be proven through its annual accounts approved and deposited in the Commercial Registry, if the entrepreneur is registered in this registry, and otherwise by those deposited in the official registry in which it must be registered. Individual entrepreneurs not registered in the Commercial Registry will prove their annual turnover through their inventory books and annual accounts legalized by the Commercial Registry.

F.4. Technical or professional solvency

Contract exempt from accreditation NO ☐ YES ☐ (article 159.6.b) LCSP

Required means of solvency, criteria and form of accreditation:

- Y List of the main services or works of the same or similar nature as those that constitute the object of the contract, carried out during the last three years at the most, indicating the amount, date and recipient, public or private, of these.

The services or work performed will be accredited by certificates issued or endorsed by the competent body, when the recipient is a public sector entity; when the recipient is a private subject, by a certificate issued by the latter or, in the absence of such a certificate, by a declaration from the employer accompanied by the documents in his possession that accredit the performance of the service.

The calculation will be carried out until the end of the deadline for the submission of proposals or offers.

The bidding company must provide evidence of three services carried out in the last three years.

F.5. Environmental and quality management standards

Your accreditation is required:

NO \ddot{y}

YES ☒

F.6. Media Ascription

It is required: NO ☐ YES ☐

G. ENVELOPES/ELECTRONIC FILES TO BE MANDATORY SUBMITTED BY BIDDERS

Envelopes	Open ý Clause 5.3 B1) PCAP
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<p>ÿ Documentation Administrative</p>	<ol style="list-style-type: none"> 1. Index of documentation provided 2. DOUBLE 3. Annex 0 - Responsible declaration: compliance with the agreement, compliance with the 2% reserve quota and equality plan 4. Annex 3 - Data confidentiality declaration 5. Annex 4 - Declaration of establishment of a joint venture 6. Annex 5 – Business group declaration 7. Annex 8 - Bidder data summary form 8. Annex 12 – Declaration of submission to the Spanish courts (for foreign companies) 9. Annex 14 - Declaration of compliance with data protection law
<p>ÿ Proposition Criteria Formula</p>	<ol style="list-style-type: none"> 1. Index of documentation provided 2. Documentation referring to the objective assessment criteria, which can be assessed through the application of formulas (See sections J.1.2 and J.5)

H.1. Submission deadline: As established in the tender announcement

H.2. Submission of offers on paper:

NO \ddot{y}

YES ☒ In the General Registry of the Rovira i Virgili University c/Escurador
s/n, Rectorat 43003 Tarragona
email: registro.general@urv.cat
(see Annex 7)

H.3. Electronic submission:

NO \ddot{y}

YES ý Through the Recruitment Portal of the Rovira i Virgili University, in accordance with the instructions in **Annex 1**.

https://contractacionpublica.gencat.cat/ecofin_pscp/App.java/perfil/URV

H.4. Electronic auction:

NO ☐ YES ☐

H.5. Information for interested parties:

Application deadline: 12 days before the end of the deadline for submitting proposals.

Additional information:



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The bidding companies must subscribe as interested in this tender, through the subscription service to the news of the virtual tender space which is made available for this purpose at the web address of the contracting body's contracting profile, accessible at _____
Public Procurement Services Platform of the Generalitat:

[Contractor profiles - Public Procurement Services Platform \(contractaciopublica.cat\)](http://contractaciopublica.cat)

For the resolution of doubts arising during the tender (prior to the formalization of the contract):
Bidders interested in the tender who have doubts or need additional clarifications must address their queries in writing to the space provided for this purpose in the contracting profile. _____
Specifically, you will find this space in the section **"Notice Board>Questions and Questions"** which is located in the upper right margin of the page that publishes the tender. Through the same means, you will receive the answer to the doubts raised, which will be published and may be used by any person interested in the procedure.

I. RECRUITMENT BOARD /TECHNICAL UNIT/COMMITTEE OF EXPERTS

NO ☐ Since this is an **abbreviated simplified open procedure**, in accordance with the provisions of article 159.6.d) LCSP, the assessment of the proposals will be carried out:
☐ Automatically via computer devices
☐ With the collaboration of a technical unit that assists the contracting authority, according to section I 2.

YES ☐

I.1. Composition of the Procurement Committee

THE PRESIDENT:
MR. Josep Font Capafons, Vice Rector of Teaching and Research Staff
Deputy President: Sr. Carles Garcia Mellado, international strategy coordinator of R+D+I

MEMBERS:
Mr. Guillem Tapias Zaragoza, head of the Legal Office
Alternate member: Ms. Sandra Rodríguez Rodríguez, Legal Office technician
Ms. Remei Puig Roca, acting head of the Economic Resources Service
Alternate member: Ms. Asunción del Fraile Marsal, head of the Accounting Section

SECRETARY: Ms.
Cristina Milà Rovira, Head of the Procurement Office, acting
Deputy Secretary: Ms. Anabel Lambán Gómez-Pastrana, Procurement Office technician

I.2. Auxiliary Technical Unit of the contracting authority:

NO ☐

YES ☐ Its composition will be as follows:

I.3. Expert Committee/Specialized Technical Body:

NO ☐ YES ☐



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I.4. Opening of envelopes assessable through quantifiable criteria using formulas in a public event:

Taking into account that electronic means will be used to open the envelope that can be evaluated using criteria that can be quantified using formulas, which contains the financial offer, this opening will not be carried out in a public event, in accordance with the provisions of article 157.4 LCSP.

J. AWARD CRITERIA:

J.1. Award criteria:

Generals	price
	Other criteria related to costs
	Technical and functional characteristics

A. CRITERIA THAT CAN BE ASSESSED BY VALUE JUDGMENT = NOT APPLICABLE

B. CRITERIA THAT CAN BE ASSESSED BY APPLYING FORMULAS = UP TO 100 POINTS

1. Economic offer. Up to 50 points.

The most economical of the offers presented will be valued with 50 points, and the rest proportionally according to the following formula.

$$= \left(\frac{P}{P_m} \right) \times 50$$

On:

- 1. P1 = Score of the offer
- 2. Ov = Offer being evaluated
- 3. Om = Best Offer (Lowest Offer)
- 4. IL = Bidding Amount
- 5. P = Economic offer criterion score

Justification: with the application of this criterion, the aim is to especially value the best quality-price ratio in the execution of the contract, achieving an economic offer that helps to minimize the expense incurred from a quantitative and qualitative point of view.

2. Response time (in days). Up to 12 points.

The offer that gives the lowest response time in days will be valued with 12 points and the rest according to the following formula:

- 3 working days = 0 points
- 2 working days = 5 points



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In any case, the maximum period of 3 working days established in the Technical Specifications may not be exceeded (doing so will result in exclusion).

3. **Inspection report. Up to 10 points.**

The offer that, once the review is complete, issues a report on the condition of the equipment and elements to be replaced if necessary will be valued at 10 points.

The assessment will be done as follows:

- Provides report = 10 points.
- Does not provide report = 0 points

Justification: The application of this criterion aims to especially value the most agile and economically efficient management.

4. Labor cost per hour worked per worker. Up to 14 points.

The most economical of the offers presented will be valued with 14 points, and the rest according to the following formula.

$$= (\ddot{y}(\overline{(\ddot{y})}) \times (\overline{(\ddot{y})})) \times \overline{(\ddot{y})}$$

On:

P1 = Offer score
Ov = Offer that is valued
Om = Best Offer (Lowest Offer)
IL = Bidding Amount
P = Economic offer criterion score

The maximum price that companies can offer is €55/hour.

If the company offers the value 0, it will be considered as 0.1 for the purpose of applying the formula.

Justification: with the application of this criterion, the aim is to especially value the best quality-price ratio in the execution of the contract, achieving an economic offer that helps to minimize the expense incurred from a quantitative and qualitative point of view.

5. **Travel costs to carry out any type of intervention. Up to 14 points.**



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$$= (\ddot{y}((\ddot{y})) \times ()) \times$$

- P1 = Offer score
- Ov = Offer that is valued
- Om = Best Offer (lowest offer)
- IL = Bidding Amount
- P = Economic offer criterion score

If the company offers the value 0, it will be considered as 0.1 for the purpose of applying the formula.

Justification: with the application of this criterion, the aim is to especially value the best quality-price ratio in the execution of the contract, achieving an economic offer that helps to minimize the expense incurred from a quantitative and qualitative point of view.

NO ☐ YES ☐

These criteria will apply to the lump sum economic offer and the price/worker hour offer.

• Criteria established in article 147.2 of Law 9/2017, of November 8, on public sector contracts.

• Other

ECONOMIC OFFER

ON TWO: Content of the financial offer. Evaluation award criteria



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automatic.

- 1. Economic offer – Annex 6
- 2. Other automatic criteria other than price – Annex 6

K. COMPENSATION TO BIDDERS FOR DECISION NOT TO AWARD OR SIGN THE CONTRACT OR WITHDRAWAL FROM THE PROCEDURE AWARD

ÿ In accordance with the valuation criteria used to calculate the Administration's patrimonial responsibility.

ÿ Others: €100.

L. FORMALIZATION OF THE CONTRACT

ÿ By signing an administrative document by both parties

ÿ By signing the acceptance of the award resolution

M. CIVIL LIABILITY INSURANCE TO BE PROVIDED BY THE CONTRACTOR

NO ÿ YES ÿ

N. SUBCONTRACTING

Obligation to indicate in the offer the part of the contract that you plan to subcontract:

NO ÿ YES ÿ	They must also indicate its amount and the name or business profile, defined by reference to the professional or technical solvency conditions of the subcontractors to whom its completion will be entrusted.
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O. SUBROGATION

YES ÿ NO ÿ

P. ASSIGNMENT OF THE CONTRACT

Contractual assignment is possible:

NO ÿ YES ÿ Terms in **clause 13.5** of the clause particular administrative



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Q. SPECIAL CONDITIONS FOR THE EXECUTION OF THE CONTRACT

Q.1. Enumeration:

- Social: *Guaranteeing safety and health in the workplace-*
- *Ethics: Comply with the obligations established in clause 13.2.10 of the specific administrative clauses governing this contract. This obligation has the character of an essential contractual obligation.*
- *Data protection: Obligation to comply with national and European Union regulations on data protection. This obligation has the character of an essential contractual obligation in accordance with the provisions of letter f) of section 1 of article 211 LCSP, and that established in clause 13.2.11 of the specific administrative clauses that govern this contract.*

• Job and stability clauses:

- The successful tenderer will assume, as a special condition of execution, the obligation to apply to the staff that executes the contract the working conditions established by the latest valid sectoral collective agreement in which the contractual provision is framed and developed, without prejudice to the improvements that may be established.
- That during the execution of the contract, the awarded company establishes measures that favor the reconciliation of work life with family life of the people involved in the execution of the contract, which may be: adaptation of schedules to school schedules, teleworking, financial support to cover the costs of kindergartens or care centers for dependent people, etc.

• Linguistic clauses:

- That Catalan is used in relations, actions, documentation and communication instruments between the contracting company and the recipients.

Q.2. Consequences of non-compliance:

- Contract termination
- Serious infringement for the purposes of imposing penalties

R. PENALTIES:

- Due to non-compliance with deadlines
Penalties: those established in article 193.3 and 193.5 LCSP, with the possibility of resolving the contract as established in article 193 LCSP.
- Due to defective performance of the service covered by the contract
Penalties: 2% of the invoice amount corresponds to the time of non-compliance, in accordance with article 192.1 LCSP



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- For breach of media affiliation commitments
Penalties: 5% of the amount of the invoice subject to the service, in accordance with article 192.1 LCSP
- For breach of the special conditions of execution of the contract
Penalties: 5% of the amount of the invoice corresponding to the time of non-compliance, in accordance with article 192.1 LCSP
- For breach of essential obligations of the contract
Penalties:
- Due to non-compliance with the characteristics of the offer linked to the award criteria
Penalties: 5% of the amount of the invoice corresponding to the time of non-compliance, in accordance with article 192.1 LCSP
- For breach of labor obligations
 - Social Security Contribution
 - Non-payment of wagesPenalties: 5% of the amount of the base tender budget, in accordance with article 192.1 LCSP
- For breach of transparency obligations
Penalties: €1,000
Repeated for periods of 15 days until the obligation is fulfilled or until the amount corresponding to 5% of the award amount is reached.
- For breach of the obligation to substitute oneself as employer in accordance with the provisions of article 130 LCSP
- For breach of the subcontracting obligations established in article 215 LCSP
- For breach of the contractor company's obligation to submit a detailed list of subcontractors or suppliers and proof of payment, for which the definitive guarantee will be responsible, in accordance with article 217 LCSP

S. ESSENTIAL CONTRACTUAL OBLIGATIONS

S.1. The following are considered essential contractual obligations of the contract:

- Media affiliation commitment
- Special conditions for the execution of the contract
- Bid award criteria
- Compliance with the salary conditions of workers in accordance with the applicable collective agreement, according to article 122.2 LCSP



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Compliance with the obligations regarding data protection specified in **section V** of the Characteristics Table for the purposes of the provisions of section 1 of article 211
LCSP

- Contract termination

Ÿ Serious infringement for the purposes of imposing penalties

T. MODIFICATION OF THE CONTRACT

NO \ddot{v}

YES ý in the following established terms:

Contract modification due to application of budgetary stability measures

In accordance with the provisions of the first Additional Provision of Law 5/2017, of March 28, on fiscal, administrative, financial and public sector measures, the administrative contract that is the object of this tender may be modified or terminated due to the application of budgetary stability measures.

These modifications are made for reasons of public interest in accordance with the provisions of art. 203 of the LCSP, with the scope resulting from the budgetary stability measures to be applied, and the effects determined by the applicable current legislation.

T.3. Procedure to follow: As established in articles 191 and 207 of the LCSP

U. CAUSES OF RESOLUTION

In addition to what is established in clause 17 of the specific administrative clauses, failure to comply with the solvency criteria and essential contractual obligations.

V. BILLING DATA:

(See general regulations in clause 13.1.3)

V.1. Head of public accounting: Ms. Remei Puig Roca, acting head of the Economic Resources Service

V.2. Invoice recipient: Scientific and Technical Resources Service

V.3. Place of presentation of the electronic invoice: FAcE electronic invoice mailbox
<https://face.gob.es/es>

In accordance with the obligation established in article 4 of Law 25/2013, of December 27, on the promotion of electronic invoicing and the creation of the accounting register of invoices in the public sector in



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Subject to the subjects detailed therein, the University expressly accepts the use of electronic means in the submission of invoices of any amount.

V.4. Invoice details:

- a) The corporate name: Rovira i Virgili University
- b) NIF: Q9350003A
- c) The tax address: c/ Escorxador s/n- 43003 Tarragona
- d) The contract file number that appears in the tender announcement.
- e) The state DIR3 codes of 3 different units that are involved in the processing:
 - Managing body: GE0000817
 - Accounting office: GE0000818
 - Processing unit: GE0002014 - SCIENTIFIC AND TECHNICAL RESOURCES SERVICE

For more information about the invoice, there is a website with explanations about the procedure at the address:
https://seuelectronica.urv.cat/empresas-institucions/fact_elec.html

At this same address you will be able to track the status of your invoices from the day after the invoice is registered.

V.5. Billing method:

ÿ Periodic invoices of a quarterly nature, for months due, with the conditions and amounts indicated in the offer presented in the tender, the amount of which is considered a maximum that cannot be exceeded in any case. The invoice must indicate the file number that appears at the beginning of the characteristics table.

W. ACCESS AND PROCESSING OF PERSONAL DATA BY THE CONTRACTOR

The contractor will have access to data subject to the Personal Data Protection Law during the execution of the contract:

- NO ÿ
- YES ÿ

X. INDEX ANNEXES

ANNEX 0 - RESPONSIBLE DECLARATION: AGREEMENT COMPLIANCE, QUOTA COMPLIANCE
2% RESERVATION FOR PEOPLE WITH DISABILITIES AND OBLIGATION TO HAVE
A PLAN FOR EQUALITY BETWEEN MEN AND WOMEN

ANNEX 1 - INSTRUCTIONS FOR ELECTRONIC TENDERING

ANNEX 2 - INSTRUCTIONS FOR COMPLETING THE SINGLE EUROPEAN DOCUMENT
RECRUITMENT (DEUC)

ANNEX 3 - CONFIDENTIALITY STATEMENT

ANNEX 4 - DECLARATION OF COMMITMENT TO FORM A UTE

ANNEX 5 - DECLARATION OF MEMBERSHIP TO A GROUP OF COMPANIES



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ANNEX 6 - ECONOMIC OFFER MODEL

ANNEX 6 BIS - ECONOMIC OFFER MODEL. UNIT PRICES

ANNEX 6 TER – TECHNICAL OFFER MODEL (VALUE JUDGMENT CRITERIA)

ANNEX 7 - APPLICATION FOR ADMISSION OF DOCUMENTATION (on paper)

**ANNEX 8 - FORM-SUMMARY OF BIDDER DATA FOR NOTIFICATION PURPOSES
AND PROTECTION OF PERSONAL DATA**

**ANNEX 9 - DECLARATION OF GUARANTEES FOR DATA PROCESSING
PERSONAL**

**ANNEX 10 - INFORMATION ON THE CONDITIONS OF SUBROGATION IN EMPLOYMENT
CONTRACTS IN COMPLIANCE WITH THE PROVISIONS OF ART. 130 OF THE LCSP**

**ANNEX 11 - SPECIAL RULES REGARDING COMPANY PERSONNEL
CONTRACTOR**

**ANNEX 12 - RESPONSIBLE DECLARATION FOR SUBMISSION TO COURTS AND TRIBUNALS
SPANISH**

**ANNEX 13 - RESPONSIBLE DECLARATION (to be submitted in simplified open and abbreviated
simplified open procedures)**

**ANNEX 14 - DECLARATION OF COMPLIANCE RESPONSIBLE FOR PROTECTION
OF DATA**

Observations

In accordance with article 79 of Decree 76/2020, of 4 August, on digital administration, the Administration of the Generalitat has an electronic representation register in which the representations of natural persons and legal persons that are granted to natural persons are registered so that they can act before the Administration of the Generalitat and before other administrations that have joined the register. The Electronic Representation Register of the Administration of the Generalitat guarantees interoperability –including the consultation of powers of attorney registered in the Commercial Registry, the Property Registry and in notarial protocols–, interconnection, IT compatibility and telematic transmission with the representation registers of other public administrations. You can access the “Representa” solution of the Open Administration Consortium for the management of representations and powers of attorney at the following link: <https://www.aoc.cat/serveis-aoc/representa/>.



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ANNEX 0

(EXP.NO.: URV.N01.05.01 SE 08/25)

RESPONSIBLE DECLARATION: AGREEMENT COMPLIANCE, QUOTA COMPLIANCE
2% RESERVATION FOR PEOPLE WITH DISABILITIES AND OBLIGATION TO HAVE
A PLAN FOR EQUALITY BETWEEN MEN AND WOMEN

The undersigned, _____, as a representative of
the company bidding for the contract:

- Declaration of commitment to comply with the Convention

That in the event of being awarded the services contract subject to this tender, it is OBLIGED as a
special condition of execution and essential obligation of the contract to comply with the Sector
Agreement _____ of the applicable
province _____, to the own workers who will be assigned for the execution of the
service contract. For the appropriate purposes, it is stated that the applicable Agreement is the
_____.

However, subcontractors involved in the service are REQUIRED to effectively comply with the applicable
Sectoral and Territorial Agreement.

- Compliance with the 2% reservation quota for people with disabilities and the obligation
to have an Equality Plan for women and men (check as appropriate)

ÿ That the company I represent has 50 workers or more and meets the requirement that at least 2 percent of its workers are
people with disabilities, in accordance with the provisions of article 42 of Royal Legislative Decree 1/2013, of November 29,
which approves the Consolidated Text of the General Law on the Rights of People with Disabilities and Their Social Inclusion,
or has alternative exceptional measures, in accordance with article 42 of the aforementioned Royal Decree-Law 1/2013.

ÿ That the company I represent has 50 workers or more and has an equality plan in accordance with
the provisions of article 45 of Organic Law 3/2007, of March 22, for the equality of women and men.

ÿ That the company I represent/being a natural person with employees, has/have less than 50
employees and therefore, there is no obligation to comply with the 2 percent job reservation quota for
people with disabilities and the obligation to have an equality plan.

That as a signatory of this declaration I have sufficient capacity, in the representation in which I act, to
appear and sign this declaration.

And for the record, I sign this responsible declaration



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ANNEX 1 (EXP. NUM. URV.N01.05.01 SE 08/25)

INSTRUCTIONS FOR ELECTRONIC TENDERING

FIRST.- SUMMARY OF THE PROCEDURE FOR SUBMITTING PROPOSALS THROUGH THE ELECTRONIC TENDERING PLATFORM (PLYCA)

Bidders, to submit their proposals electronically, must follow the following procedure:

- 1) Verify that the computer used for electronic bidding complies with the following link minimum requirements required. For this, <http://soporte.plyca.es/checklist>
- Access the Procurement Portal of the Rovira i Virgili University: <https://www.urv.cat/ca/universitat/seu-electronica/contractacio-publica/>
- 2) Download the “PLYCA Empresas” software . To do this, once inside the Rovira i Virgili University Procurement Portal, access the Utilities menu -> “Download Software” from the link <https://contractacio.urv.cat/licitacion/descargas.do>, from where you can download the “PLYCA EMPRESAS” software and from which you can bid electronically.

For the correct operation of the aforementioned software, Java version 1.8.0 or higher must be installed (see section 1 above).

- 3) Register (sign up) on the Rovira i Virgili University Recruitment Portal. To do this, access the “My company” menu from the link <https://contractacio.urv.cat/licitacion/tramites.do> of the aforementioned Portal. From the “My company” menu, click on “Registration process” and then follow the platform’s instructions to register.

To carry out this operation, it will be necessary to have a valid electronic signature certificate. The link: <https://sede.minetur.gob.es/es-ES/procedimientos-electronicos/Paginas/requisitos.aspx>

- 4) To bid:
- Access the Procurement Portal of the Rovira i Virgili University: <https://www.urv.cat/ca/universitat/seu-electronica/contractacio-publica/>
- Select the file by pressing its number.
- Once inside the file, go to the “Publication History” section and click on “Submission of offers”, where the “Electronic envelope for the submission of offers” is available .
- Then, click on the aforementioned electronic envelope to proceed with its download.
- Once downloaded, follow the instructions to incorporate the required documents in pdf format. (Those that must be signed will be indicated).
- Once the aforementioned documents have been incorporated, sign the electronic envelope generated, following the platform’s instructions.
- Finally, make the online submission of the electronic envelope, following the instructions.



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platform instructions.

- 5) In the event that an error occurs and, as a result, the proposal cannot be submitted, follow the instructions in the following explanatory notes.

Clarifying notes:

1. Technical problems in the electronic submission of proposals.

In the event that, for technical communication reasons not attributable to the bidder, the submission of the proposal through the electronic channel cannot be made effective, it must use the option offered by the "PLYCA Empresas" software, " Electronic envelope for the submission of offers.", to store the specific verification code (HASH) or "fingerprint" and the electronic envelope generated before sending.

This specific verification code (HASH) or "fingerprint" of the offer must be transmitted immediately to the contracting body through the Electronic Registry of the Universitat Rovira i Virgili: (Telematic Registry), with the reception its presentation will be considered to have been made for all purposes. When doing so, the file number to which the transmission refers must be indicated in the corresponding field, and in the field relating to the subject the following must be entered: "Technical problems. Fingerprint for submission of offers ". In the field "Applicant / Interested Party Data" the name of the bidder (whether legal entity or individual) must be indicated. All this in order to correctly identify it in the Registry as part of the documentation submitted for bidding.

Then, you must transmit the electronic envelope of the offer itself, compressed in .Zip format, through the Electronic Registry of the University of Rovira i Virgili: (Telematic Registry), within a maximum period of 24 hours. When doing so, you must indicate in the corresponding field the file number to which the transmission refers, and in the field relating to the subject, the following must be entered: "Technical problems. Electronic envelope for submitting bids ". In the Interested parties / Origin field, the name of the bidder (whether legal entity or individual) must be indicated. All this in order to correctly identify it in the Registry as part of the documentation submitted to bid. If this second submission is not made within the indicated period, the bid will be considered to have been withdrawn.

2. Incorporation into the electronic envelope of documentation not available in electronic format.

If the documents to be included in the electronic envelope are not available in electronic format because they were originally issued on paper, digitized copies must be provided, the fidelity of which to the original will be guaranteed through the use of an electronic signature.

SECOND. - USER SUPPORT

- 1) To be informed of new developments or incidents and to resolve any doubts that may arise in relation to electronic tendering, you can send your query in writing to the address [Contractor Profiles - Public Procurement Services Platform \(contractaciopublica.cat\)](#). For this, you must subscribe to the reference tender announcement in the section: SUBSCRIPTIONS and in the section <Notice Board> Doubts and questions, which you will find in the upper right margin of this same page.



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make your inquiries/questions regarding this tender. Through the same medium you will receive the answer to your questions which will be published and may be useful for any of the bidders interested in participating.

2) For the resolution of doubts or technical problems related exclusively to the use of computer tools for electronic bidding, the online support indicated below is made available to bidders:

1. Access the Procurement Portal of the Rovira i Virgili University: <https://www.urv.cat/ca/universitat/seu-electronica/contractacio-publica/>
2. Go to *"Business Support (New window)"*. Clicking there will open the Nexus IT website.
3. Click on the red *"Support"* button, located on the right side of the top menu.
4. Press the *"Support Form"* button located at the bottom center of the page and fill out the form, indicating the question or problem in question and providing all available data.

Page:



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ANNEX 2

(EXP. NUM. URV.N01.05.01 SE 08/25)

INSTRUCTIONS FOR COMPLETING THE EUROPEAN SINGLE CONTRACT DOCUMENT
"DEUC"

1) The presentation of the DEUC by the bidder serves as preliminary proof of COMPLIANCE with the PREREQUISITES specified in these specifications for participation in this bidding procedure.

The ESPD consists of a responsible declaration of the financial situation, capabilities and suitability of companies to participate in a public procurement procedure, in accordance with Article 59 Directive 2014/14, (Annex 1.5) and Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 which establishes the standard form thereof and the instructions for its completion.

The contracting authority may make use of its powers to verify the responsible declarations previously presented in the Electronic Documentation Envelope/File.

Administrative requiring for this purpose the presentation of the corresponding documentary evidence, under the terms of article 69 of Law 39/2015.

In any case, the presentation of the DEUC by the bidder implies the commitment that, in the event that the contract award proposal falls in their favor, the supporting documents that it replaces will be provided.

2) Standard form of the European Single Procurement Document (ESPD)

In accordance with article 140 of the LCSP, bidding companies are not obliged to provide documentary evidence, at the time of submitting bids, of compliance with the capacity and solvency requirements; and, in contracts subject to harmonised regulation, **only** the standardised ESPD form may be accepted as a document that replaces documentary evidence (<https://ec.europa.eu/growth/tools-databases/espdc/filter?lang=es>)-

You can consult the information relating to the standard form of the ESPD, according to article 59 of directive 24/2014/EU of the European Parliament and of the Council through the following link: http://eur-lex.europa.eu/legalcontent/ES/TXT/?uri=uriserv:OJ.L_.2016.003.01.0016.01.SPA&toc=OJ:L:2016:003:TOC

Companies can download the attached "xlm" file and open and complete it through the application found at the following link: <https://ec.europa.eu/growth/tools-databases/espdc/filter?lang=es>. This online form must be completed, printed and signed by the company representative and included in the **Administrative Documentation Envelope**.

Steps:

- 1rDownload and save the DEUC (xml document)
- 2nAccess online al form in (https://ec.europa.eu/growth/tools-databases/espdc/filter?lang=es)
- 3rdMark "I am an economic operator"
- 4rtCheck "Import a DEUC"

Page:



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- 5th Upload the DEUC (xml document).
- 6 clock Choose country.
- 7 clock Click "Next"
- 8th Fill out the DEUC according to the data requested in the tender.
- 9th Print or export (xml).
- 10th Attach the DEUC in the **Administrative Documentation Envelope**

If electronic processing is not possible, it will be submitted in signed paper format.

3) Instructions.

The **requirements** stated in the document **must be met**, in any case, on the last day of the bidding period, except for the prohibitions on contracting which must continue at least until the contract is formalized, with the Administration being able to carry out verifications at any time during the procedure.

The declaration must be **signed** by someone who has sufficient power to do so.

In the event that the required solvency or **assignment of means** is met with **external means**
For the bidder, a DEUC must be submitted by the bidder and for each of the means assigned to the execution of the contract.

If several companies participate in forming a **temporary union**, each of those that make it up must prove their personality, capacity and solvency, each and every one of them presenting a standard DEUC form.

When the specifications provide for the **division of the subject matter of the contract into lots** and the solvency requirements vary from one lot to another, a DEUC will be provided for each lot or group of lots to which the same solvency requirements apply. In addition to the standard form or forms of the DEUC and the **commitment to constitute the UTE**, if applicable, in the electronic documentation envelope / file administrative (Envelope A) must include the bidders' declaration of whether **or not they belong to a business group**, in accordance with models **IV and V** respectively.

When the specifications provide for **subcontracting** , the bidding companies must indicate in the ESPD the intention to enter into subcontracts and, in addition, they must provide the information provided for in sections A and B of Part II (information on the economic operator and its representatives) and in Part III (information relating to the grounds for exclusion) of the ESPD with respect to each of the companies that it is planned to subcontract.

However, in addition to having to provide the information provided for in the aforementioned parts of the ESPD by each of the subcontracting companies, they must also provide the information required by part IV of the ESPD relating to the selection criteria.

Companies registered in the Electronic Register of Bidding Companies (RELI) or in the Official Register of Bidders and Classified Companies in the Public Sector (ROLECE) will not be obliged to provide data that is already registered in an updated manner, provided that this circumstance is indicated in the standard form of the DEUC. In any case, it is the bidder who must ensure which data is effectively registered and updated and which is not. When any of the data or information required is not included in the aforementioned Registers of Bidders or is not updated in them, it must be provided by completing the form.

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Regarding the use of the standard DEUC form, bidders can consult the following documents:

- Regulations (UE) No. 2016/7 available <https://www.boe.es/doue/2016/003/L00016-00034.pdf> a the page web:
- Recommendation of the State Administrative Contracting Advisory Board of April 6, 2016, available at:
- [http://www.minhap.gob.es/Documentacion/Publico/D.G.%20HERITAGE / Advisory Board / reports / Reports 202,016 / valuation of the 20JCCA% 20s open% 20EL% 20approved% 20EL% 206% 20April% 20of% 202.016% 20 3.pdf](http://www.minhap.gob.es/Documentacion/Publico/D.G.%20HERITAGE%20Advisory%20Board%20reports%202016%20valuation%20of%20the%20JCCA%20s%20open%20EL%20approved%20EL%206%20April%20of%202016%203.pdf)



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ANNEX 2 (EXP. NUM. URV.N01.05.01 SE 08/25)

INSTRUCTIONS FOR COMPLETING THE EUROPEAN SINGLE CONTRACT DOCUMENT
"DEUC"

They must necessarily complete the sections (of the Index and Structure of the DEUC) that are marked in this Annex.

ÿ PART I: INFORMATION ON THE CONTRACTING PROCEDURE AND THE POWER
AWARDER

(Identification of the contract and the contracting entity; this data must be provided by the power of attorney adjudicator)

ÿ PART II: INFORMATION ON THE ECONOMIC OPERATOR

ÿ Section A: INFORMATION ABOUT THE ECONOMIC OPERATOR

- Identification
- The VAT number must be the NIF or CIF (Spanish citizens or companies), the NIE (foreign citizens resident in Spain), and the VIES or DUNS (foreign companies).
- General information
- Form of participation

ÿ Section B: INFORMATION ABOUT THE OPERATOR'S REPRESENTATIVES
ECONOMIC

- Representation, if applicable (representative details)

ÿ Section C: INFORMATION ON RELYING ON THE CAPACITY OF OTHERS
ENTITIES

- Appeal (Yes or No)

ÿ Section D: INFORMATION RELATING TO SUBCONTRACTORS

- Subcontracting (Yes or No and, if so, indication of known subcontractors)

ÿ PART III: REASONS FOR EXCLUSION (in the DEUC electronic service the fields in sections A, B and C of this part come by default with the value 'No' and are useful for the operator to verify that he is not in a situation where he is prohibited from contracting or that, if he is, he can justify the exception)

ÿ Section A: GROUNDS REFERRING TO CRIMINAL CONVICTIONS. Grounds referring to convictions
penalties

established in art. 57, paragraph 1, of the Directive



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• Section B: REASONS RELATED TO THE PAYMENT OF TAXES OR CONTRIBUTIONS TO SOCIAL SECURITY. Payment of taxes or Social Security contributions (declares fulfillment of obligations)

• Section C: REASONS RELATED TO INSOLVENCY, CONFLICTS OF INTEREST OR PROFESSIONAL LACK. Information relating to any possible insolvency, conflict of interest or professional lack.

• Section D: OTHER GROUNDS FOR EXCLUSION PROVIDED FOR IN NATIONAL LEGISLATION. Purely national grounds for exclusion (if any, statement in this regard)

• **PART IV: SELECTION CRITERIA**

• **OPTION 1: GLOBAL INDICATION OF COMPLIANCE WITH ALL CRITERIA SELECTION**

• **OPTION 2:** The contracting authority requires the declaration of compliance with the criteria specifically (Fill in all sections)

- **Section A: SUITABILITY:** (information referring to registration in the Commercial or official Registry or availability of enabling authorizations).
- **Section B: ECONOMIC AND FINANCIAL SOLVENCY** (data to be provided according to the instructions in the brochure, advertisement or invitation).
- **Section C: TECHNICAL AND PROFESSIONAL CAPACITY** (data to be provided according to the instructions in the brochure, advertisement or invitation).
- **Section D: QUALITY ASSURANCE SYSTEMS I ENVIRONMENTAL MANAGEMENT RULES.**

• **PART V: REDUCTION IN THE NUMBER OF QUALIFIED CANDIDATES.**

• **PART VI: FINAL DECLARATIONS** (responsible declaration of veracity and availability of documents supporting the information provided, and consent to access it by the contracting authority)

Signature of the legal representative

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ANNEX 3 (EXP. NUM. URV.N01.05.01 SE 08/25)

DATA CONFIDENTIALITY STATEMENT

Object of the contract: Preventive and corrective maintenance service for uninterruptible power supply systems (UPS) located in the Scientific and Technical Resources Service and the For Omic Center Sciences of the Rovira i Virgili University

Company identification data
Surnames and first name or company name NIF

Details of the person acting on behalf of the company (as (authorized representative, administrator, manager, ...)

Surnames and first name NIF

I declare, under my own responsibility

That of the documents and data submitted to participate in this tender, the following are considered **confidential** :

And, for the record, I sign this responsible declaration.

Signature of the legal representative

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ANNEX 4 (EXP. NUM. URV.N01.05.01 SE 08/25)

DECLARATION OF COMMITMENT TO FORM A UTE

Mr....., with residence....., at street
no. and with NIF (in his/her own name and representation)
the companywith a stake in the UTE of%.

He Mr/Mr....., with residence a
....., on the street no., and with NIF
..... (in the name and representation of the company), with a participation in the UTE of
.....%).

He Mr/Mr....., with residence a
....., on the street no., and with NIF
..... (in the name and representation of the company), with a participation in the UTE of
.....%).

etc.....

undertake, in accordance with the provisions of article 69 of the LCSP, in the event of being awarded the contract for **preventive and corrective maintenance of uninterruptible power supply systems (UPS) located in the Scientific and Technical Resources Service of the Rovira i Virgili University**, to formalize, in public deed, the Temporary Union of Companies and to appoint Mr..... with DNI..... sole representative of the Union, in the terms established in article 24 of RD 1098/2001.

The duration of this Temporary Union will coincide with that of the contract until its termination.

Signature of the legal representative

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ANNEX 5 (EXP. NUM. URV.N01.05.01 SE 08/25)

DECLARATION OF MEMBERSHIP TO A GROUP OF COMPANIES

Object of the contract: Preventive and corrective maintenance service for uninterruptible power supply systems (UPS) located in the Scientific and Technical Resources Service of the Universitat Rovira i Virgil

Company identification data
Surnames and first name or company name NIF

Details of the person acting on behalf of the company (as (authorized representative, administrator, manager, ...)

Surnames and first name NIF

I declare, under my own responsibility

- ☐ That the bidding company DOES NOT BELONG to any group of companies.
- ☐ That the bidding company BELONGS to a group of companies, which is made up of the following companies:

-
-
-
-

☐ No company from the same group has submitted a bid for this tender. societies.

☐ In this tender, the following company(ies) that are part of the same group of companies have also presented themselves as bidders:

-
-
-
-

And for the record, sign this responsible declaration.

Signature of the legal representative

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ANNEX 6 BIS (EXP. NUM. URV.N01.05.01 SE 08/25)

ECONOMIC OFFER MODEL. UNIT PRICES

- NOT APPLICABLE -



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<https://doi.org/10.1002/anie.201805908>

(EXP.NUM. URV.N01.04.01 SU 08/25)

- NOT APPLICABLE -

Page:


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ANNEX 7 (EXP. NUM. URV.N01.05.01 SE 08/25)

If section H of the Characteristics Table provides for the presentation of proposals ON PAPER, companies must attach this document.

- NOT APPLICABLE -



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ANNEX 8 (EXP. NUM. URV.N01.05.01 SE 08/25)

FORM-SUMMARY OF BIDDER DATA FOR NOTIFICATION PURPOSES AND
PROTECTION OF PERSONAL DATA AND ELECTRONIC NOTIFICATIONS:

1. ELECTRONIC NOTIFICATION DATA:

In order to participate in the tender for the contract named v called by the Universitat Rovira i Virgili. **EXP. NUM. URV.N01.05.01 SE 08/25**, having learned of the conditions and requirements required for its award, the tenderer **has registered (registered) in the Procurement Portal of the Universitat Rovira i Virgili** through "Plyca-Empreses" which is located at the following electronic address: <https://contractacio.urv.cat/licitacion/>, in accordance with what is indicated in **Annex 1** of these specifications, and, consequently, is already subscribed to the telematic notification system of the **Universitat Rovira i Virgili**, with the following data:

COMPANY DATA

Company name	
Trade name	
Nif	
Email address	
Registered office (Address, town and postcode)	
It is an SME	NO <input type="checkbox"/> YES <input type="checkbox"/>

Data of the persons with representation or power of attorney

	Representative - 1	Representative - 2
Name and surnames		
NIF		
Mobile phone		
Email		

Details of the people authorized to receive electronic notifications (maximum 2) *

	Interlocutor - 1	Interlocutor - 2
Name and surnames		
NIF		
Mobile phone		
Email		



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registre.general@urv.cat

c/Escorxador s/n, Rectorat 43003 Tarragona

Fax/email: 977 297035

With respect to the data provided, the bidder is solely responsible for its veracity and for ensuring the functioning of its devices for notification purposes (email address, telephone, fax, email).

Place and date

Signature of the legal representative

37

Signed by: Sandra Rodríguez Rodríguez
Position: Legal Office Technician
Data: 02-04-2025 13:57:45

Signed by: JOSEP PALLARES
Position: Rector
Data: 02-04-2025 15:10:59

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ANNEX 9 (EXP. NUM. URV.N01.05.01 SE 08/25)

DECLARATION OF RESPONSIBILITY FOR THE CONTRACTS THE EXECUTION OF WHICH
REQUEST THE PROCESSING OF PERSONAL DATA BY THE CONTRACTOR
ON BEHALF OF THE DATA CONTROLLER

Object of the contract: Preventive and corrective maintenance service for uninterruptible power supply systems (UPS) located in the Scientific and Technical Resources Service of the Universitat Rovira i Virgil

Company identification data
Surnames and first name or company name NIF

Details of the person acting on behalf of the company (as (authorized representative, administrator, manager, ...)

Surnames and first name NIF

I declare, under my own responsibility

That as the data controller I inform the University that the identity and contact details of the company's data protection officer are as follows:

.....

Additionally, I declare that I plan to subcontract activities that affect the processing of personal data necessary to provide the services covered by the contract:

YES ☐ NO ☐

If so, please identify below the name and tax identification number of each subcontractor and their participation in the processing of personal data:

.....
.....
.....
.....
.....
.....
.....

On the other hand, the data controller declares that:

- The servers and other equipment where personal data is located will be geographically located in:
 -
 -
 -
 -
- The processing of personal data will be carried out from the following locations:
 -
 -
 -
 -

Page:


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Finally, the data controller assumes the responsibility of keeping the University informed of any changes that occur to the information provided in this responsible statement.

Signature of the legal representative



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ANNEX 10 (EXP. NUM. URV.N01.05.01 SE 08/25)

INFORMATION ON THE CONDITIONS OF SUBROGATION IN EMPLOYMENT CONTRACTS IN COMPLIANCE WITH THE PROVISIONS OF ART. 130 OF THE LCSP

(Not applicable)

(In accordance with article 130 of the LCSP, in the event that a legal norm, a collective agreement or a collective bargaining agreement of general effectiveness imposes on the successful tenderer the obligation to subrogate itself as employer in certain employment relationships, the services dependent on the contracting authority must provide the tenderers, in these specifications, with the information on the conditions of the contracts of the workers affected by the subrogation that is necessary to allow the exact assessment of the labor costs implied by this measure and must also state that this information is provided in compliance with the provisions of article 130 of the LCSP)

(URV)

The contracting company undertakes, if applicable, to substitute itself as employer in the labor relations of the workers assigned to the execution of this contract who are provided below:

Staff list:

(CONTRACTOR COMPANY)

Likewise, the contracting company is obliged to provide the contracting body with information regarding the conditions of the contracts of the workers who are to be the subject of subrogation.



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ANNEX 11

(EXP. NUM. URV.N01.05.01 SE 08/25)

SPECIAL RULES REGARDING THE CONTRACTING COMPANY'S PERSONNEL

1. The contracting company is exclusively responsible for selecting the personnel who, by proving the qualification and experience requirements required in the specifications, will form part of the work team assigned to the execution of the contract, without prejudice to the verification by the Administration of compliance with those requirements.

The contracting company will ensure that there is stability in the work team, and that variations in its composition are punctual and for justified reasons, in order not to alter the proper functioning of the service, informing the Administration at all times.

2. In relation to the workers assigned to the execution of this contract, the contracting company assumes the obligation to exercise in a real, effective and continuous manner, the management power inherent to any employer. In particular, it will assume the negotiation and payment of salaries, the granting of permits, licenses and vacations, the replacement of workers in cases of leave or absence, the legal obligations in matters of Social Security, including the payment of contributions and the payment of benefits, when applicable, the legal obligations in matters of occupational risk prevention, the exercise of disciplinary power, as well as all rights and obligations derived from the contractual relationship between employee and employer.

3. The contracting company will especially ensure that the workers assigned to the execution of the contract carry out their activity without exceeding the functions performed with respect to the activity defined in the specifications as the object of the contract.

4. The contracting company will be obliged to execute the contract in its own premises or installations, unless, exceptionally, it is authorised to provide its services in administrative premises. In this case, the personnel of the contracting company will occupy work spaces different from those occupied by public employees. It is also the responsibility of the contracting company to ensure compliance with this obligation. The file must state, with reasons, the need for the execution of the contract, for the services to be provided in administrative premises.

5. The contracting company must designate, at least, a technical coordinator or manager integrated into its own staff, who will have the following obligations:

- Act as the contracting company's interlocutor before the Administration, channeling, on the one hand, communication between it and the personnel forming part of the work team assigned to the contract and, on the other hand, the Administration, in all matters relating to issues arising from the execution of the contract.
- Distribute the work among the personnel responsible for executing the contract, and provide these workers with the work orders and instructions that are necessary in relation to the provision of the contracted service.
- Supervise the correct fulfillment by the personnel of the work team of the functions assigned to them, as well as control the attendance of this personnel at the workplace.

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- Organize the vacation regime for the personnel assigned to the execution of the contract, with the contracting company and the contracting administration having to coordinate appropriately, so as not to alter the proper functioning of the service.
- Inform the Administration about any variations, occasional or permanent, in the composition of the work team assigned to the execution of the contract.



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(EXP. NUM. URV.N01.05.01 SE 08/25)

(Only present foreign companies)

Object of the contract: Preventive and corrective maintenance service for uninterruptible power supply systems (UPS) located in the Scientific and Technical Resources Service of the Universitat Rovira i Virgil

Surnames and first name or company name NIF

Details of the person acting on behalf of the company (as (authorized representative, administrator, manager, ...)

Surnames and first name NIF

I declare, under my own responsibility

That being a foreign company, it will submit to the Spanish courts and tribunals of any order for all incidents that may arise from the contract, with express waiver of its own jurisdiction.

And for the record, I sign this responsible declaration.

Place and date

Signature of the legal representative



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ANNEX 13

(EXP. NUM. URV.N01.05.01 SE 08/25)

RESPONSIBLE DECLARATION (to be submitted in simplified open and abbreviated simplified open procedures)

Mr., with DNI....., acting in his own name / on behalf of the company, with NIF, I declare, under my own responsibility:

1. (Only in the case of a legal entity) That the company I represent is duly constituted and that, within its corporate purpose, the contractual purpose of this tender is included.
2. (Only in the case of a legal entity) That, as the person signing this declaration, I have sufficient capacity to present the proposal on behalf of the company, in accordance with the public deed, with protocol number, granted on date before the Notary of the Illustrious College of, Mr., in force on date, today.
3. That I / the company I represent meets the requirements of economic and financial solvency, and technical, in accordance with the minimum requirements required in these specifications.
4. That I / the company I represent has the necessary authorizations to carry out the activity.
5. That I am not subject to / the company I represent is not subject to any prohibition on contracting established in article 71 of Law 9/2017, of November 8, on public sector contracts, which transposes Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council, of February 26, 2014, into Spanish law.
6. That I / the company I represent complies with the rest of the requirements established in the administrative clauses and which can be proven through the responsible declaration.
7. That, if required, I undertake/the company I represent undertakes to assign the material and/or personal resources necessary for the execution of the contract.
8. I want / the company I represent wants to resort to the solvency and resources of other entities to prove the solvency required in this tender: NO ☐ AND ☐
9. That, if the previous section has been answered affirmatively, I / the company I represent has the commitment of the entities to make the necessary resources available: NO ☐ AND ☐
10. That, in the event that the bidding company is foreign, I declare submission to the Spanish courts and tribunals of any order for all incidents that may arise from the contract, expressly waiving the company's own jurisdiction.

 \ddot{y} AND \ddot{y} \bar{y} AND \bar{y}

(Indicate email address(es) – corresponding identification document(s)
NIF/NIE/CIF/passport) – mobile phone number(s)

Place and date

Signature of the legal representative

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ANNEX 14 (EXP.NO.: URV.N01.05.01 SE 08/25)

DATA PROTECTION COMPLIANCE STATEMENT

Object of the contract: Preventive and corrective maintenance service for uninterruptible power supply systems (UPS) located in the Scientific and Technical Resources Service of the Universitat Rovira i Virgil

Company identification data
Surnames and first name or company name NIF

Details of the person acting on behalf of the company (as (authorized representative, administrator, manager, ...)

Surnames and first name NIF

I declare, under my own responsibility
That I am aware of and undertake to comply with all obligations relating to the processing of personal data, especially those arising from Regulation (EU) 2016/679 of the Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR) and from Organic Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights (LOPD).

All data processing affecting this award, tender and contract execution process has been duly legitimized by consent or by any other cause of legitimization; data transfers have been duly legitimized and informed, and the information corresponding to article 13 of the RGPD and 11 of the LOPD has been provided to the interested parties, for the exercise of which the pertinent contact details have been made available to them. Likewise, I undertake to request and sign a processing assignment contract, if the provision of the contracted services or the activity derived from the execution of the contract implies at any time access to personal data.

That I undertake to comply with the obligations set out in clause 13 of the Terms of Reference regarding the processing of personal data and I give my express consent to the processing of personal data that may be contained in the offer and those that arise from the execution of the contract, in the event of being awarded, at the Universitat Rovira i Virgili.

And, for the record, I sign this responsible declaration.

Signature of the legal representative



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SPECIFIC ADMINISTRATIVE CLAUSES FOR SERVICES

OPEN PROCEDURE/SIMPLIFIED OPEN/ABRIDGED SIMPLIFIED OPEN

INDEX OF THE CLAUSES

1. NATURE AND LEGAL REGIME OF THE CONTRACT

2. GENERAL PROVISIONS

- 2.1. Object, needs, lots and variants of the contract
- 2.2. Estimated value of the contract
- 2.3. Base tender budget
- 2.4. Contract price
- 2.5. Existence of credit
- 2.6. Contract execution period

3. CONTRACTING AUTHORITY, CONTRACT RESPONSIBLE, CONTRACTOR PROFILE, INFORMATION TO BIDDERS AND TELEMATIC NOTIFICATIONS

- 3.1. Contracting body
- 3.2. Contract manager
- 3.3. Contractor profile
- 3.4. Information to interested parties
- 3.5. Notifications and electronic means of communication

4. CAPACITY AND SOLVENCY OF THE BIDDER. PROVISIONAL GUARANTEE

- 4.1. Eligibility conditions
- 4.2. Solvency
- 4.3. Accreditation of solvency by reference to other companies
- 4.4. Provisional guarantee

5. PRESENTATION AND DOCUMENTATION OF PROPOSALS

- 5.1. Presentation of proposals
- 5.2. Documents and data of the bidders of a confidential nature.
- 5.3. Content of the proposals
 - A) Common content of the envelopes / electronic files for all types of procedures (open, simplified open and abbreviated simplified open):
 - A.1) Administrative documentation envelope



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A.2) Proposal envelope relating to quantifiable criteria through value judgment.

A.3) Proposal envelope relating to quantifiable criteria through the use of formulas

B) Specific content in each type of procedure

B.1) Submission to the open procedure

B.2) Submission to the simplified open procedure

B.3) Submission to the simplified abbreviated open procedure

5.4. Effects of the presentation of proposals

5.5. Protection of personal data

5.6. Taxes

6. EVALUATION CRITERIA

7. THE RECRUITMENT TABLE

8. EXPERT COMMITTEE OR SPECIALIZED TECHNICAL BODY

9. OPENING OF PROPOSALS AND AWARD PROPOSAL

9.1. Opening and examination of proposals

9.2. Offers subject to presumption of abnormality

9.3. Classification of bids, tie-breaking criteria and award proposal

9.4. Requirement to the bidder who has submitted the best offer

9.5. Clause for verification of the documentation provided

9.6. Succession in the procedure

9.7. Definitive guarantee

9.8. Contract award

9.9. Decision not to award or conclude the contract and/or withdrawal from the award procedure by the Administration

10. FORMALIZATION OF THE CONTRACT

10.1. Formalization period

10.2. Advertising of the formalization

11. EXECUTION OF THE CONTRACT

11.1. General rules

11.2. Special conditions for the execution of the contract

11.3. Work Program

11.4. Incident resolution

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11.5. Resolution of technical interpretative doubts

12. MODIFICATION OF THE CONTRACT

13. RIGHTS AND OBLIGATIONS OF THE PARTIES

13.1. Contractor's rights

13.1.1. Assessment of the works

13.1.2. Payments to the contractor

13.1.3. Billing

13.1.4. Assignment of collection rights

13.2. Contractor's obligations

13.2.1. Labor, social, fiscal and environmental protection obligations

13.2.2. Subrogation in employment contracts

13.2.3. Maintenance of working conditions during the execution of the contract

13.2.4. Contractor obligations in cases of subcontracting

13.2.5. Obligations relating to the management of permits, licenses and authorizations

13.2.6. Occupational risk assessment

13.2.7. Transparency obligations

13.2.8. Intellectual or industrial property rights

13.2.9. Use of Catalan in their relations with the University

13.2.10. Ethics clause

13.2.11. Protection of personal data and guarantee of digital rights

13.3. Price review

13.4. Succession in the person of the contractor

13.5. Assignment of the contract

13.6 Suspension of the contract

14. PENALTIES, CLASSIFICATION AND IMPLICATION OF PENALTIES. AMOUNT

14.1. Delay in the execution of the contract

14.2. Penalties for non-compliance with environmental, social or labor obligations

14.3. Penalties for breach of the special conditions of execution of the contract

14.4. Other penalties

14.5. Classification of penalties



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- 14.6. Imposition of penalties
- 14.7. Amount of penalties
- 15. COMPENSATION FOR DAMAGES
- 16. COMPLETION OF THE CONTRACT: RECEIPT AND SETTLEMENT
 - 16.1. Reception and settlement
 - 16.2. Warranty period
 - 16.3. Liability and compensation in contracts for the development of construction projects
- 17. TERMINATION OF THE CONTRACT
- 18. PREROGATIVES, RESOURCES, JURISDICTION, PROVISIONAL MEASURES AND SPECIAL CASES OF CONTRACTUAL NULLITY
 - 18.1. Prerogatives of the Contracting Authority
 - 18.2. Remedies and jurisdiction regime
 - 18.3. Arbitration
 - 18.4. Precautionary measures.
 - 18.5. Disability regime

1. NATURE AND LEGAL REGIME OF THE CONTRACT

The contract is of an administrative nature and is governed by this set of administrative clauses and the set of technical specifications, the clauses of which are considered an integral part of the contract. The technical and financial offers offered by the successful bidder and, where applicable, the contract formalization document will also have a contractual nature.

In addition, it is governed by the regulations on public procurement contained, mainly, in the following provisions:

- a) Law 9/2017, of November 8, on public sector contracts, which transposes Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council, of February 26, 2014, into Spanish law.
- b) Decree Law 3/2016, of May 31, on urgent measures in matters of public procurement.
- c) Royal Decree 817/2009, of May 8, which partially develops Law 30/2007, of October 30, on public sector contracts (hereinafter, RD 817/2009).
- d) General Regulations of the Law on Public Administration Contracts approved by Royal Decree 1098/2001, of 12 October, in all matters not modified or repealed by the provisions mentioned above (hereinafter, RGLCAP).



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- e) Order PDA/21/2019, of February 14, which determines the electronic notification system of the Administration of the Generalitat of Catalonia and its public sector.
- f) Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights.
- g) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC
- g) Royal Decree-Law 14/2019, of October 31, by which urgent security measures are adopted for reasons of public security in matters of digital administration, public sector procurement and telecommunications.
- h) Law 39/2015, of 1 October, on the common administrative procedure of public administrations
- i) Law 40/2015, of October 1, on the legal regime of the public sector.
- j) Royal Decree 203/2021, of March 30, which approves the Regulation on the action and operation of the public sector by electronic means

Additionally, it is also governed by the rules applicable to public sector contracts in Catalonia and by its applicable sectoral regulations.

Additionally, the rules of administrative law and, failing that, the rules of private law apply to the contract.

Ignorance of the clauses of the contract in any of its terms, of the other contractual documents that form part of it, and also of the instructions or other rules that are applicable in the execution of the agreed thing, does not exempt the awarded company from the obligation to comply with them.

2. GENERAL PROVISIONS

2.1 Object, needs, lots and variants of the contract

The **object** of the contract to which these specifications refer is the provision of the services indicated in **section B.1 of the Table of Characteristics**, in accordance with the conditions established in the Technical Specifications and, where applicable, any modifications that may be agreed upon.

The **needs** to be met through the contract are those contained in **section B.2 of the Characteristics Table** and, where applicable, those contained in the Technical Specifications.

If so indicated in **section B.3 of the Characteristics Table**, there will be the possibility of bidding in **lots**.

Bidders may opt for one lot, several lots, all of them except that a maximum number of lots per bidder is established as established in this same section. If the possibility of making an integrative offer is admitted, it will also be specified in this section. All



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References made in these specifications to the contract or successful bidder will be understood to be made to each lot into which the object of the contract is divided, if applicable.

The CPV codes are those indicated in **section B.3 of the Characteristics Table**.

In the event of **variants being admitted**, bidders may offer alternatives in accordance with the provisions of **section B.4 of the Table of Characteristics** with the requirements, modalities and technical characteristics set out in the Technical Specifications.

2.2 Estimated contract value

The estimated value of the contract, for the purposes established in article 101 LCSP, is that which is included and broken down in **section C 2 of the Characteristics Table**.

This value, calculated on the total estimated amount, excluding VAT, has been taken into account to choose the applicable award procedure and the advertising to which it will be subject. The calculation has taken into account any extensions of the contract and the maximum amount of its possible modifications, as well as the other aspects indicated in the aforementioned article 101 LCSP. The estimated value does not mean that the University is obliged to carry out a certain amount of service.

2.3 Base tender budget

The amount of the base budget for the contract tender is the maximum indicated in **section C 1 of the Characteristics Table**, in accordance with the breakdown indicated there.

2.4 Contract price

The price of the contract will be that resulting from the award of the contract and must indicate VAT as an independent item. The price of the contract will be considered to include taxes, fees and charges of any kind that may apply, as well as all expenses that arise for the successful tenderer as a result of fulfilling the obligations set out in the specifications.

The final amount of the contract price may be affected by the degree of compliance with the obligations arising from it, as well as the penalties that, if applicable, arise from their actions.

2.5 Existence of credit

There is sufficient credit up to the maximum budget amount set by the Administration.

In cases that are processed in advance, the award is subject to the suspensive condition of the existence of adequate and sufficient credit to guarantee the obligations arising from the contract in the corresponding financial year.

The budget application is as indicated in **section C.6 of the Characteristics Table**.
If there is external funding, this will be stated in **section C 7 of the Characteristics Table**.

In the event that these are services to be provided in several annuities, their breakdown and financing are detailed in **section C 8 of the Characteristics Table**.

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2.6 Contract execution period

The execution period for the provision of services covered by the contract will be as stated in **section D of the Characteristics Table**.

The period will begin to run from the day following the formalisation of the contract or, if the contract is to be processed through a simplified abbreviated open procedure, from the day following the date of acceptance of the award notification.

The contract may be extended by the contracting authority and the extension will be mandatory for the subcontractor provided that the notice is given at least two months before the end of the contract term or that a longer term has been provided for in **section D 6 of the Characteristics Table** .

It may also be extended, for a maximum period of nine months, in the event that the circumstances established in the last paragraph of article 29.4 LCSP occur.

Under no circumstances may an extension be granted by tacit agreement of the parties.

3. CONTRACTING AUTHORITY, CONTRACTOR RESPONSIBLE, CONTRACTOR PROFILE, INFORMATION TO BIDDERERS AND TELEMATIC NOTIFICATIONS.

3.1 Contracting body

The rector is the contracting body of the Rovira i Virgili University by virtue of the powers conferred by AGREEMENT GOV/40/2022, of March 8, which approves the Statute of the Rovira i Virgili University (DOGC 8623).

The contracting authority will be responsible for approving the specifications of particular administrative clauses, and also for approving models of particular specifications for certain categories of contracts of a similar nature.

The contracting body, for the award of the contract, will be assisted by a Contracting Board, as a specialized technical assistance body, which will be constituted as indicated in **section I.1 of the Table of Characteristics** and will exercise the functions attributed to it for this purpose by article 326 LCSP.

When the contract award procedure is the simplified abbreviated open procedure, the evaluation of the bids may be carried out automatically using computer devices or with the collaboration of the Technical Unit expressed in **section I 2 of the Characteristics Table**.

3.2 Contract manager

In accordance with the provisions of article 62 LCSP and independently of the unit responsible for the monitoring and ordinary execution of the contract that appears in **section A 4 of the Table of characteristics** (unit proposing the contract), the contracting authority designates as responsible for this contract the person identified in **section A 3 of the Table of characteristics**, who will carry out the following functions:

- Supervise the execution of the contract and take the necessary decisions and give the necessary instructions



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- to ensure the correct performance of the agreed service, including the monitoring and execution checks that it deems appropriate, in accordance with the provisions of the Technical Specifications, always within the powers granted by the contracting authority.
- Adopt the proposal on the imposition of penalties.
 - Issue a report determining whether the delay in execution is due to reasons attributable to the contractor.

To carry out their task, the person responsible for the contract may have collaborators, who will carry out their activities in accordance with the attributions derived from their professional qualifications or specific knowledge.

The person responsible for the contract and his collaborators will have free access to the places where the work is carried out and to the warehouses of materials intended for the provision of the service for their prior recognition.

The contractor is obliged to collaborate and provide all the information and documentation required. required by the Contract Manager. When the contractor or persons dependent on him commit acts or omissions that compromise or disrupt the proper functioning of the contract, the contracting authority may require the adoption of specific measures to achieve or restore the proper functioning of the contract. order in the execution of the agreement.

The instructions given by the person responsible for the contract configure the obligations for executing the contract along with its clauses and specifications.

3.3 Contractor profile

The contracting authority will disseminate its contracting profile exclusively via the internet, as an element that groups together the information and documents relating to its contractual activity in order to ensure transparency and public access to it, in accordance with the provisions of article 63 of the LCSP.

For this reason, the information relating to this contract will be published through the "Profile of contractor of the Universitat Rovira i Virgili", and can be consulted at the following email address:
[Contractor profiles - Public Procurement Services Platform \(contractaciopublica.cat\)](mailto:Contractor profiles - Public Procurement Services Platform (contractaciopublica.cat))

Likewise, you can consult the information published on the Recruitment Portal of the Rovira i Virgili University, at the following address: <https://www.urv.cat/ca/universitat/seu-electronic/public-contracting/>

Access will be public and free, will not require prior identification and will include all the information established in article 63 LCSP and all other documents deemed necessary to expand.

3.4 Information to Interested Parties

Persons interested in the tender procedure may request additional information about the specifications and other complementary documentation from the contracting authority, which will provide it at least six days before the deadline set for the submission of offers ends, provided that they have requested it at least 12 days before the deadline for the submission of proposals.

In addition, and as established in section **H.5 of the Characteristics Table**, companies

Page:



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Bidders must subscribe as interested in this tender, through the subscription service to the news of the virtual tender space which is made available for this purpose at the web address of the contracting authority's contractor profile, accessible on the Public Procurement Services Platform of the Generalitat: Contractor Profiles - Public Procurement Services Platform (contractaciopublica.cat)

For the resolution of doubts arising during the tender (prior to the formalization of the contract):

Bidders interested in the tender who have doubts or need additional clarifications must address their queries in writing to the space provided for this purpose in the contracting profile.
Specifically, you will find this space in the section **“Notice Board>Questions and Questions”** which is located in the upper right margin of the page that publishes the tender. Through the same means, you will receive the answer to the doubts raised, which will be published and may be used by any person interested in the procedure.

Likewise, certain communications that must be made on the occasion of or as a result of the tendering and awarding procedure of this contract will be made through the notice board associated with the virtual tendering space of this tender of the Public Procurement Services Platform. Information relating to both the tender and the contract will also be published on this electronic notice board, which provides reliable evidence of the authenticity, integrity and date and time of publication of the published information.

In addition, bidding companies can also register in the Bidder Profile, after completing the required authentication. The Bidder Profile is made up of a set of services aimed at bidding companies with the aim of providing each bidding company with its own space, with a series of tools that facilitate access and management of procurement files of interest to them. To register, you must “click” on the “Bidder Profile” section of the Public Procurement Services Platform and have the required digital certificate.

3.5 Notifications and electronic media

In accordance with the fifteenth additional provision of the LCSP, the processing of this tender involves the practice of notifications and communications derived from it by exclusively electronic means.

However, oral communication may be used for communications other than those relating to the essential elements, that is, the specifications and offers, leaving the content of the oral communication duly documented, for example, through archives or written or audio summaries of the main elements of the communication.

Communications and notifications made during the contracting procedure and during the term of the contract will be made by electronic means through the e-NOTUM notification system, in accordance with the LCSP, Law 39/2015, of October 1, on the common administrative procedure of public administrations and Order PDA/21/2019, of February 14, which determines the electronic notification system of the Administration of the Generalitat of Catalonia and its public sector.

For these purposes, notices of the availability of notifications and communications will be sent to the email addresses and mobile phones that companies have provided for this purpose in the ESPD. Once the email(s) have been received, and in the event that mobile phones have also been provided, the SMS, indicating that the corresponding notification has been



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made available in the e-NOTUM, the designated person(s) must access it, through the link that will be sent for this purpose. In the virtual space where the notification is deposited, access to said notification is allowed with a digital certificate or password.

For this reason, the bidder UNDERTAKES to subscribe to telematic notifications, through the link "Ajuda PLYCA-Empreses" located on the website of the University of Rovira i Virgili, Procurement Portal, which is located at the following email address:
<https://www.urv.cat/ca/universitat/seu-electronica/contractacio-publica/>

The sending of documentation, which may be required from the bidder by the corresponding services, will be carried out through the bidding platform of the University of Rovira i Virgili, the requirements for access, as well as for obtaining information and help, are in **Annex 1. "Instructions for electronic bidding"**, of this document.

With respect to the data provided, the bidder is solely responsible for its veracity and for ensuring the functioning of its devices for notification purposes (email address, telephone, fax, email).

In both cases, bidders must have recognized or qualified and advanced electronic signature systems based on qualified electronic signature certificates that allow them to collect notifications in the same application.

In accordance with the first additional provision of DL 3/2016, the use of an advanced electronic signature based on a qualified or recognised electronic signature certificate in the terms 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 will be sufficient. Therefore, this is the minimum security level required for the electronic signature certificate accepted for signing the ESPD and the offer.

Regarding foreign Community certificates, qualified certificates will be accepted in any country of the European Union in accordance with article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust services, mentioned above, which provides 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.

In the event that the indicated computer systems are not enabled, bidders may submit the required documentation through the register indicated in the request and in paper format.

The deadlines to be counted from the notification will be calculated from the date of sending the notification notice, if the act subject to notification has been published on the same day in the contracting authority's contracting profile. Otherwise, the deadlines will be calculated from the receipt of the notification by the company to which it is addressed. However, the deadlines for notifications made on the occasion of the special appeal procedure by the Catalan Contracts Court are calculated in any case from the date of sending the notification notice.

4. CAPACITY AND SOLVENCY OF THE BIDDER. PROVISIONAL GUARANTEE

4.1 Eligibility conditions



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When the bidders are legal entities, the services of the contract subject to these specifications must be included within the purposes, object or scope of activity that, in accordance with their statutes or founding regulations, are their own and they have the appropriate infrastructure for the correct execution of the contract.

4.2 Solvency

In addition, interested parties must prove that they have sufficient economic and financial solvency so that the correct execution of this contract is not in danger of being altered by incidents of an economic or financial nature.

You must also have the appropriate technical or professional solvency for the correct execution of the same.

Although for service contracts the classification of the employer is not required, if the object of the contract is included in the scope of classification of any of the current classification groups or subgroups, taking into account the CPV code of the contract, solvency may be proven indiscriminately by classifying the employer in the classification group or subgroup and classification category corresponding to the contract or by proving compliance with the specific requirements of economic and financial and technical or professional solvency that are required (article 77 b) LCSP).

All of this must be proven by the means specified in **section F of the Characteristics Table.**

In contracts not subject to harmonized regulation, when the contractor is a newly created company, understood as one that has been in existence for less than five years, its technical solvency will be proven by the means indicated for this purpose in **section F 4 of the Characteristics Table**.

These minimum solvency requirements have been established by the Contracting Authority taking into account the object of the contract and are proportional to it.

If so required in **section F 6 of the Table of Characteristics**, national and foreign bidders, in addition to proving their solvency or, where applicable, classification, must dedicate or assign sufficient personal or material resources to the execution of the contract.

These means will form part of the proposal submitted by the bidders and, therefore, of the contract signed with the successful bidder. For this reason, they must be maintained by the successful bidder throughout the contract. Any variation with respect to them must be communicated to this Administration.

In addition, they will be attributed the character of essential obligations for the purposes provided for in article 211, or penalties will be established, in accordance with what is indicated in article 192.2, in the event that they are not complied with.

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Slaughterhouse, s/n
43003 Tarragona
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by the successful tenderer, in accordance with what is indicated in the aforementioned **section F 6 of the Characteristics Table**.

In the case of contracts that, given their technical complexity, determine the specification of the personal or material resources necessary for the execution of the contract, the contracting authorities will require the commitment referred to in the previous paragraph.

The assignment of established personal resources, if applicable, will be reasonable, justified and proportional to the entity and characteristics of the contract, so that it does not limit the participation of companies in the tender.

4.3 Accreditation of solvency by reference to other companies.

To prove the solvency necessary to enter into this contract, the employer can rely on in the solvency and resources of other entities, regardless of the legal nature of the links it has with them, provided that it demonstrates that throughout the duration of the execution of the contract it will effectively have said solvency and resources and the entity to which it resorts is not subject to a prohibition on contracting.

Under the same conditions, entrepreneurs who participate grouped together in the temporary unions referred to in article 69 LCSP may resort to the capacities of entities outside the temporary union.

However, with regard to the criteria relating to academic and professional qualifications indicated in article 90.1.e) LCSP, or to relevant professional experience, companies may only resort to the capacities of other entities if they will provide the services for which these capacities are necessary.

When a company wishes to use the capacities of other entities, it will demonstrate to the contracting authority that it will have the necessary resources by presenting a written commitment from these entities to this effect.

The commitment referred to in the previous paragraph will be presented by the bidder who submitted the best offer.

In the case of dominant legal entities of a group of companies, the companies belonging to the group may be taken into account, for the purposes of accrediting the economic, financial and technical or professional solvency, where applicable, of the dominant legal entity, provided that it proves that it effectively has at its disposal the resources of these companies necessary for the execution of the contracts.

When a company relies on the capabilities of other entities with regard to criteria relating to economic and financial solvency, forms of joint liability may be required between that entity and the others in the execution of the contract, even on a joint and several basis.

4.4 Provisional guarantee

Exceptionally and justified in the file, the contracting authority may require in this contract the establishment of a provisional guarantee for an amount that will be that which appears in **section E 1 of the Table of characteristics**, which may not exceed 3% of the base tender budget, excluding VAT.



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43003 Tarragona
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Refund regime: To the bidder selected as the successful bidder, when the final guarantee has been constituted (if it does not choose to apply the amount of the provisional guarantee to the final one). To the rest of the bidders, immediately after the contract is completed.

5. PRESENTATION AND DOCUMENTATION OF PROPOSALS.

5.1 Presentation of Proposals

The proposals will be submitted at the place and deadline indicated in the tender announcement published in the corresponding Official Gazette, if applicable, and in the Contractor Profile of the University of Rovira i Virgili, as well as in **section H of the Characteristics Table**.

Each bidder may only submit one proposal and may not sign any proposal in the Union. Temporary with other Companies (UTE) if it has been done individually. It may not appear in more than one UTE. Otherwise, all submissions that are in this situation will be automatically rejected.

When the tender is electronic and so appears in the tender notice and in **section H of the Table of Characteristics**, everything indicated in clause 3.5 "Notifications and electronic means of communication" must be taken into account, the instructions in **Annex 1 "Instructions for electronic tendering"** must be followed and the documents must be submitted in the manner established in this **section H**.

When proposals in paper format are accepted, they will be accompanied by Annex 7 and will be submitted to the General Registry of the University. In the event that these are not submitted directly to this Registry, but **are sent by post, they must be sent in a sealed envelope/envelopes** to the aforementioned address, indicating the contracting body to which they are addressed, the tender procedure and lot, if applicable, to which they are competing and signed by the bidder or the person representing them, indicating the name and surnames or company name. In addition, the requirements set out in article 80.4 of Royal Decree 1098/2001, of 12 October, which approves the General Regulations of the Public Administration Contracts Law (hereinafter RGLCAP), must be met, and the date of submission to the Post Office must be justified and the submission of the offer must be announced to the contracting authority on the same day by telex, fax (977297035), telegram or communication at the latest, on the last day of the deadline for submitting offers.

The communication by email to the University's General Registry (registre.general@urv.cat) that the offer has been sent will be valid if the transmission and reception of the dates and full content of the communications are recorded, and if the senders and recipients are reliably identified.

Without the concurrence of both requirements (justification of the date of sending and announcement on the same day to the contracting authority of the submission of the offer, as indicated in the previous paragraph), the proposal will not be admitted if it is received by the contracting authority after the end date of the period indicated in the tender announcement. However, if ten calendar days have passed following the indicated date without the proposal having been received, it will not be admitted in any case.



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Signed by: Sandra Rodríguez Rodríguez
Position: Legal Office Technician
Data: 02-04-2025 13:57:45

Signed by: JOSEP PALLARES
Position: Rector
Data: 02-04-2025 15:10:59



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Management
Slaughterhouse, s/n
43003 Tarragona
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In the event that the procedure used is the simplified open and the simplified abbreviated, the proposals, necessarily and only, may be submitted to the Register indicated in the tender announcement and will be accompanied by **Annex 13**. In both cases, with the emergency procedure the reduction of the tender, award and formalization deadlines established in article 119.2.b) LCSP will not occur.

In the event that the simplified open procedure is used, the bidding companies must be registered in the Electronic Registry of Bidding Companies (RELI) or in the Official Registry of Bidders and Classified Companies in the Public Sector, on the final date for submission of bids. For this purpose, the proposal of the bidding company that proves having submitted the application for registration in the corresponding Registry together with the mandatory documentation for this purpose is also considered admissible, provided that this application is dated prior to the final date for submission of bids. The accreditation of this circumstance will take place by providing the acknowledgment of receipt of the application issued by the corresponding Registry and a responsible declaration that the mandatory documentation has been provided and that no amendment request has been received.

Once the documentation has been delivered or sent, it cannot be withdrawn, unless the withdrawal of the proposal is sufficiently justified.

The submission of proposals entails for the bidder the unconditional acceptance of the content of the clauses or conditions provided for in the Tender Documents (PCAP and PPT) and their respective annexes as a whole, without exception or any type of reservation.

5.2 Documents and data of bidders of a confidential nature

If they so wish, bidders must provide a declaration, using the model provided in **Annex 3**, indicating which administrative or technical documents (or parts thereof) or which data included in their bids are, in their opinion, considered confidential, also indicating the reasons that justify such declaration, without generic declarations or those that claim the confidentiality of all documents or data in the bid being admissible.

If this declaration is not provided, it will be considered that no document or data has this character.

Confidentiality must also be indicated clearly and easily visible in the documents themselves, marked as such.

According to article 133 LCSP, the confidential nature affects, among others, industrial, technical or commercial secrets and intellectual property rights, the confidential aspects of specific offers and any other information whose content could be used to distort competition, whether in this tender procedure or in subsequent ones.

The duty of confidentiality of the Contracting Authority and its subordinate services cannot extend to the entire content of the successful tenderer's offer or to the entire content of the reports and documentation that, where applicable, is generated directly or indirectly in the course of the tender procedure. It can only be extended to documents that have a restricted dissemination and in no case



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Management
Slaughterhouse, s/n
43003 Tarragona
www.urv.cat

case to documents that are publicly accessible in accordance with the provisions of current legislation on transparency and access to public information.

On the other hand, the successful bidder must respect the confidential nature of all information and documentation to which it has access during the execution of the contract that has been given the aforementioned character or that, by its very nature, must be treated as such. All this information may not be used or copied with others except as provided for in the offer, nor transferred to others. Once the contract has ended, the information will be returned to the Universitat Rovira i Virgili and the existing copies will be destroyed. This duty will be maintained for a period of five years unless another higher period is indicated.

5.3 Content of the proposals

The proposals will consist of the envelopes / electronic files indicated below, sealed and signed by the bidder or person representing them, stating on each of them, in a visible manner on the outside, the Contracting Authority to which it is addressed, the procedure to which it is submitted, its respective content and the name of the bidder.

Inside each envelope/electronic file, its contents will be listed on a separate sheet, ordered numerically.

FOREIGN COMPANIES THAT CONTRACT IN SPAIN MUST PRESENT THE DOCUMENTATION OFFICIALLY TRANSLATED INTO SPANISH OR CATALAN (art. 23 RGLCAP).

A) COMMON CONTENT OF ENVELOPES / ELECTRONIC FILES FOR ALL TYPES OF PROCEDURES (OPEN, SIMPLIFIED OPEN AND ABBREVIATED SIMPLIFIED OPEN):

A.1) ADMINISTRATIVE DOCUMENTATION ENVELOPE

- 1. Index
- 2. **Responsible declaration by filling in the Single European Procurement Document (SEPD)** following the instructions that are attached as **Annex 2**, signed by the bidder or its representative, in which it highlights its capacity, solvency, including the assignment of additional personal or material resources that, where applicable, are required in **section F 6 of the Table of Characteristics**, and the absence of prohibitions on contracting.

In cases where the bidder resorts to the **solvency and resources of other companies**, each of them must also present a DEUC.

In the case of a lot tender , with different capacity and solvency requirements, as many declarations as there are lots in which they participate must be submitted, duly signed.

In the event that the procedure used is the simplified open or the abbreviated simplified open instead of submitting the ESPD, tenderers must submit the responsible declaration, signed by the bidder or their representative, in accordance with the model attached as **Annex 13**.

- 3. **Declaration of confidential documentation**, if applicable, in the terms indicated in **clause 5.2** of these specifications and in accordance with the model attached as **Annex 12**.



Recruitment Office
Management
Slaughterhouse, s/n
43003 Tarragona
www.urv.cat

4. Commitment to form a Joint Venture, if applicable. When two or more companies participate in the tender with the intention of forming a Temporary Business Union, a responsible declaration will be provided by each participating company, each of them filling out its own DEUC.
In addition to these declarations, the commitment to constitute the temporary union will be provided by the entrepreneurs who are part of it, indicating the names and circumstances of the entrepreneurs who sign it, the participation that each of them will have and their formal commitment to constitute the UTE if they are awarded the contract, and must be signed by the representatives of each of the companies that will form part of the Union, in accordance with the model that is attached as **Annex 15**.

4. Document proving the provisional guarantee, if applicable. If required in **section E 1 of the Table of characteristics**, this will be presented in one of the forms provided for in article 108 LCSP. In the case of UTEs, provisional guarantees may be constituted by one or more of the participating companies provided that, overall, the required amount is reached and all members of the UTE are jointly and severally guaranteed.

6. Responsible declaration of relationship with related companies (membership in a business group) attached to **Schedule 5**.

7. Commitment to subscribe to telematic notifications and information on personal data protection, according to the model attached as **Annex 8**.

8. Additional documentation that, if applicable, is established in **section G of the Characteristics Table**, for the accreditation of other circumstances other than those included in the DEUC.

9. Foreign companies, in addition to the responsible declaration of the ESPD, must provide a declaration of submission to the jurisdiction of Spanish courts and tribunals, waiving, where appropriate, the foreign jurisdictional jurisdiction that may correspond to the bidder, in accordance with the model attached as **Annex 12**.

A.2) ENVELOPE / ELECTRONIC FILE OF PROPOSAL RELATING TO QUANTIFIABLE CRITERIA THROUGH VALUE JUDGMENT.

1. Index.

2. Technical references. The bidder must submit the documents expressly indicated in **section G of the Table of characteristics** or in the technical specifications and which allow verification that its offer complies with the required technical specifications but which will not be subject to evaluation in accordance with the model attached as **Annex 6 TER**.
In the event that the presentation of this Envelope / Electronic File is not mandatory, they will be included in Envelope / Electronic File No. THREE.

3. The documents necessary for the assessment and weighting of the offers that, where applicable, are made by the bidder with regard to the award criteria whose quantification depends on a value judgment, indicated in **section J 1 of the Characteristics Table**.

4. If the possibility of presenting variants has been foreseen in **section B 4 of the Table of characteristics**, those proposed must be directly related to the object of the



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Slaughterhouse, s/n
43003 Tarragona
www.urv.cat

contract and, if accepted in the award agreement, will become part of the contract.
Only the technical documentation of the proposal must be included in this envelope/electronic file.

5. Under no circumstances should the financial offer, nor any relevant documents thereof, or documents relating to award criteria quantifiable through the use of formulas, **be included in this envelope/electronic file.**

A.3) ENVELOPE / ELECTRONIC FILE OF PROPOSAL RELATING TO QUANTIFIABLE CRITERIA THROUGH THE USE OF FORMULAS

1. Index

2. Technical references. In the event that the presentation of Envelope / Electronic File No. TWO is not mandatory, the bidder must present in Envelope / Electronic File No. THREE the documents that are expressly indicated in **section G of the Table of Characteristics** or in the Technical Specifications and that allow verification that their offer complies with the required technical specifications but that will not be subject to evaluation.

3. The FINANCIAL OFFER, which will be formulated in accordance with the model attached as **Annex 6** and, where applicable, **Annex 6 Bis** of these Terms of Reference, forming an inseparable part thereof.

For all purposes, all expenses, taxes and fees and the contractor's industrial profit will be understood to be included in the price offered, except for the amount of Value Added Tax that must be passed on, which will be indicated as an independent item.

Each bidder may not submit more than one proposal. Nor may they sign any proposal in Temporary Union with other companies if they have done so individually or appear in more than one UTE.
Violation of this principle will result in the rejection of all applications submitted.

However, if **section B 4 of the Characteristics Table** allows the submission of variants, the proposal submitted by each bidder may include all the solutions or variants that are authorized, consequently leading to variant financial offers.

In any case, the amount of the financial offer may not exceed the tender budget for the contract.

The financial proposal will be presented in clear characters or typed and those that contain omissions, errors or deletions that prevent the University from clearly knowing what is essential for considering the offer will not be accepted.

Those that do not match the documentation presented, exceed the tender budget, substantially vary the established model contained in **Annex 6**, have comparative figures or expressions such as "so much less" or "so much per cent less than the best proposal" or similar expressions, as well as those in which there is recognition by the tenderer that they suffer from errors or inconsistencies that make them unviable, will also not be accepted.

In case of discrepancy between the offer expressed in words and the one expressed in numbers, the latter will prevail. the amount stated in words except in the case where the amount expressed in words exceeds the tender type, but not the numerical one or in those cases in which, using



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Slaughterhouse, s/n
43003 Tarragona
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rational criteria derived from the examination of the documentation, the Contracting Board adopts another position and thus records it in the Minutes.

4. The rest of the documents relating to the proposal offered by the bidder, susceptible to evaluation by applying formulas, which is indicated in **section J 1 of the Characteristics Table**.

B) SPECIFIC CONTENT IN EACH TYPE OF PROCEDURE

The documentation indicated in the previous section must be presented in the following manner, depending on the type of tender procedure to which it refers, in accordance with the provisions of **section G of the Characteristics Table**:

B.1. PRESENTATION IN THE OPEN PROCEDURE

In the event that award criteria are assessed whose quantification depends on a value judgment, the proposals will be presented in **THREE ENVELOPES / ELECTRONIC FILES**, identified on the outside with the name of the contract and labeled as follows:

- **ENVELOPE / ELECTRONIC FILE OF ADMINISTRATIVE DOCUMENTATION.** The documentation indicated in the previous section A1) must be included in this envelope / electronic file.
- **ENVELOPE / ELECTRONIC FILE OF PROPOSAL RELATING TO QUANTIFIABLE CRITERIA THROUGH VALUE JUDGMENT.** The documentation indicated in the previous section A2 must be included in this envelope / electronic file.
- **ENVELOPE / ELECTRONIC FILE OF PROPOSAL RELATING TO QUANTIFIABLE CRITERIA USING A FORMULA.** The documentation indicated in the previous section A3 must be included in this envelope / electronic file.

When award criteria whose quantification depends on a value judgment are NOT contemplated, the proposals will be presented in **TWO ENVELOPES / ELECTRONIC FILES**, identified on the outside with the name of the contract and labeled as follows:

- **ENVELOPE / ELECTRONIC ARCHIVE OF ADMINISTRATIVE DOCUMENTATION:** Must incorporate in this envelope / electronic file the documentation indicated in the previous section A1).
- **ENVELOPE / ELECTRONIC FILE OF PROPOSAL RELATING TO QUANTIFIABLE CRITERIA USING A FORMULA.** The documentation indicated in the previous section A3 must be included in this envelope / electronic file.

B.2. SUBMISSION TO THE SIMPLIFIED OPEN PROCEDURE

In the event that award criteria are assessed whose quantification depends on a value judgment, the proposals will be presented in **TWO ENVELOPES / ELECTRONIC FILES**, identified on the outside with the name of the contract and labeled as follows:



Recruitment Office
Management
Slaughterhouse, s/n
43003 Tarragona
www.urv.cat

- When award criteria are NOT contemplated whose quantification depends on a value judgment,**
the proposals will be presented in a **SINGLE ENVELOPE / ELECTRONIC FILE**, identified on its
outside with the name of the contract and labeled as follows:

- ENVELOPE / ELECTRONIC FILE OF PROPOSAL RELATING TO QUANTIFIABLE CRITERIA USING A FORMULA.** This envelope / electronic file must include the information indicated in the previous sections A1) and A3).

The proposals will be presented in a **SINGLE ENVELOPE / ELECTRONIC FILE**, identified on its outside with the name of the contract and labeled as follows:

- ENVELOPE / ELECTRONIC FILE OF PROPOSAL RELATING TO QUANTIFIABLE CRITERIA USING A FORMULA.** This envelope / electronic file must include the documentation indicated in the previous sections A1) and A3).

The submission of proposals implies the unconditional acceptance by the employer of all the clauses or conditions of the specifications and documentation governing the tender, without any exception or reservation and the responsible declaration that it meets each and every one of the conditions required to contract with the Administration.

In accordance with the provisions of current legislation on the protection of personal data, the Universitat Rovira i Virgili is authorized to process the personal data provided by bidders for the purpose of their participation in this tender.

In accordance with the provisions of current regulations on the protection of personal data, we inform bidders that the person responsible for the processing of this data is the Universitat Rovira i Virgili, with registered office at Carrer de l'Escorxador s/n, 43003 Tarragona and website <http://www.urv.cat>, the competent body in the matter being its Rector (rector@urv.cat) (Carrer Escorxador, s/n, 43003 Tarragona)

As the controller, the University informs you that it will exclusively process the personal data you provide to fulfill the following **purposes**:

- a) **Manage your participation in the tender.**

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Slaughterhouse, s/n
43003 Tarragona
www.urv.cat

- b) **Publication of the data of the bidders and successful bidders** through the legally relevant means, especially through the Contractor Profile and the official mandatory publications.
compliance, depending on the amount and type of contract.
- c) **Publication of data on contracts executed or in execution** through legally relevant means, especially on the University's website, which includes information on active advertising.
- d) **Manage the personal data necessary for contact and location**
professional of the natural persons who provide their services for the bidder and are designated for this purpose by the bidder himself.
- e) **Manage the contractor's personnel data** when necessary for the fulfillment of the obligations arising from the execution of the contract, including those relating to Occupational Risk Prevention and Coordination of Business Activities.
- f) **Subcontracting will also be advertised**, indicating the identity of the subcontractors, the amount of each subcontract and the percentage in volume of each contract that has been subcontracted.

These purposes are required by Law 9/2017, of November 8, on Public Sector Contracts and Law 31/1995, on Prevention of Occupational Risks.

The personal data that you must communicate to the University to participate in this tender and then to execute the contract are detailed in the Contract Specifications (the Specific Administrative Clauses Specifications and the Technical Specifications Specifications, if applicable).

It is the bidders' obligation to provide this data. Failure to provide it may result in the imposition of penalties or termination of the contract, under the terms indicated in the Specific Administrative Clauses.

Personal data will only **be processed and stored while the relationship persists** and once it has ended, as long as the Universitat Rovira i Virgili, as the Data Controller, is authorized to process and/or store it in accordance with the deadlines established by current legislation.

With respect to the personal data collected for processing, interested parties have the possibility of exercising their rights of access, rectification, deletion, portability, limitation or opposition to processing, by means of a letter submitted to the General Registry of the URV at the same address as the tax domicile or by submitting it to the General Registry of the University, in person or electronically, as indicated at <https://seuelectronica.urv.cat/registre.html>.

They also have the right to file a complaint with the Catalan Data Protection Authority through the established mechanism. More information can be found at <https://apdc.gencat.cat/ca/inici>.

Finally, they can request information related to the protection of personal data by emailing our data protection delegates at the address dpd@urv.cat.

Likewise, it is reported that the bidder is responsible for complying with the requirements established in articles 6 and 13 of European Regulation 679/2016 regarding the personal data communicated to the University for participation in this tender, both to incorporate them in their offers and to prove compliance with the requirements prior to the award.

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The **conditions of this data processing**, according to the determinations established in current regulations on the protection of personal data, are regulated in section W.

5.6 Taxes

Both the offers made by the bidders and the award proposals will be understood to include, for all purposes, all taxes, of any kind, levied on the various concepts, except for Value Added Tax, which will be charged as an independent item in accordance with current legislation.

Where applicable, the successful tenderer must be the owner or have authorization from the person holding the intellectual and industrial property rights, as well as the exploitation rights over the goods subject to this contract, a circumstance that may be verified by the Contracting Authority at any time during the term of the contract. The Università Rovira i Virgili will be exempted from any type of liability to third parties for claims of any kind arising from the supplies used for the execution of the contract.

6. EVALUATION CRITERIA

The award criteria for the offers submitted by the bidders are detailed in **section J of the Table of characteristics**, which are an inseparable part of these Specifications.

These criteria may specify the evaluation phase of the proposals in which they will operate and, where applicable, the minimum score threshold that in their application may be required of the bidder to continue in the selection process in accordance with the provisions of **section J 2 of the Table of Characteristics**.

Bidders must submit the envelopes/electronic files indicated in **clause 5.3** of these Terms of Reference, depending on the type of procedure in question.

Proposals that do not meet the required technical specifications will not be evaluated.

7. THE RECRUITMENT TABLE

The Contracting Board is the competent body to carry out the evaluation of the offers and will act in accordance with the provisions of article 326 LCSP), developing the functions established therein.

The Recruitment Board is made up of the members listed in **section I 1 of the Characteristics Table.**

The members of the hiring committee must formalize the declaration of absence of conflict of interest provided for in **Annex 12** of these specifications, only once and at the beginning of the first meeting, and record it in the minutes.



Recruitment Office
Management
Slaughterhouse, s/n
43003 Tarragona
www.urv.cat

In the simplified open procedure in which quantifiable award criteria are considered through a value judgment, the assessment of the proposals will be carried out by the technical services of the contracting authority indicated in **section J 1 of the Table of characteristics**, and must be signed by the technician or technicians who carry out this assessment.

In the simplified abbreviated open procedure, the evaluation of the offers may be carried out automatically by means of computer devices or with the collaboration of a technical unit that assists the contracting authority, so there will be no Board unless expressly provided for in **section I 1 of the Table of characteristics**. In the event that the contracting authority designates a technical unit, its composition is that provided for in **section I 2 of the Table of characteristics**.

The composition of the panel or technical unit will be published through the contracting party profile when publishing the tender notice or, otherwise, its composition will be made public prior to its constitution through a specific announcement in the aforementioned profile.

8. EXPERT COMMITTEE OR SPECIALIZED TECHNICAL BODY

When the criteria whose quantification depends on a value judgment are attributed a greater weighting than that corresponding to the automatically evaluable criteria, the assessment will be carried out by a body other than the Contracting Board, either a Committee of Experts with appropriate qualifications or it must be entrusted to a Specialized Technical Body.

The composition of one or the other is detailed in **section I 3 of the Characteristics Table**.

The composition of the Expert Committee took into account the determinations of article 146.2.a) LCSP.

9. OPENING OF PROPOSALS AND AWARD PROPOSAL

9.1 Opening and examination of proposals

Once the deadline for submitting proposals has passed, the Procurement Committee will meet in private session (except in the case of procedures in which there is a single envelope/electronic file). of documentation and proposal), and will proceed to the opening and qualification of the documentation proving compliance with the required prerequisites presented by the bidders in the **envelope / electronic file of administrative documentation** and the qualification of the same-

If the Board observes defects or omissions that can be corrected in the documentation submitted, it will notify the interested parties, granting them a period of no more than three (3) days to correct or amend it.

The Procurement Board will agree to exclude bidders who do not demonstrate compliance with this, following an amendment procedure.

Failure to submit any of the required envelopes/electronic files is also cause for exclusion.

The Procurement Committee, once the documentation in the Envelope/Electronic File of Administrative Documentation has been qualified and the amendments have been made, if applicable, must agree on the admission or non-admission of the bidders and will proceed to the opening and examination of the proposals in the **envelope/electronic file of proposal relating to quantifiable criteria through a value judgment** of the

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Recruitment Office
Management
Slaughterhouse, s/n
43003 Tarragona
www.urv.cat

admitted bidders if their presentation was mandatory due to the existence of criteria quantifiable by means of a value judgment (unless it is a simplified open procedure, in which the administrative documentation must be included in the same envelope as the proposal relating to criteria quantifiable by means of a value judgment, if these exist. Otherwise, the administrative documentation must be included together with the proposal relating to criteria quantifiable by means of a formula).

Those bidders who include in the envelope/electronic proposal file relating to criteria quantifiable through value judgment, documentation that must be evaluated using criteria quantifiable through formulas, will be excluded from the bidding procedure.

Once the assessment of these proposals has been carried out in a timely and proper manner, either by the Contracting Board itself or by a Committee of Experts or Specialized Technical Body (or by the technical services of the contracting body in the case of a simplified open procedure, within a period not exceeding seven days); or, if the envelope/electronic file of the proposal relating to quantifiable criteria by means of a value judgment is not required, after the opening of the envelope/ electronic file of administrative documentation; the Contracting Board, in a public event and at the place, day and time indicated, will give an account of the companies presented to the tender and must indicate those admitted, those rejected and the causes of their rejection as well as, where applicable, the results obtained by the tenderers admitted in the evaluation of the documentation of the envelope/electronic file of the proposal relating to quantifiable criteria by means of a value judgment.

Next, the Board (or the auxiliary technical unit of the contracting body in the event that there is no Board) will proceed to open the envelope / electronic file of the proposal relating to criteria quantifiable by formula of the admitted bidders, which contains the proposals relating to the economic offer and the rest of the criteria quantifiable by applying formulas, and to evaluate them in accordance with the aforementioned award criteria, once having verified, if applicable, the compliance by the bidders with the technical specifications of the tender document, for which all technical reports that are considered necessary may be requested.

In the case of procedures in which there is a single envelope/electronic file of documentation and proposal, the Board (or the auxiliary technical unit of the contracting body in the event that there is no Board) will proceed to open the single envelope/ electronic file of the tenderers presented, to qualify the documentation of the prerequisites, excluding proposals that do not meet the conditions required in the specifications, after an amendment procedure, and to read the financial offer and the rest of the proposals subject to quantifiable criteria through the application of formulas.

Once the bidders' compliance with the technical specifications of the tender document has been verified, if applicable, and for this reason all technical reports that are considered necessary may be requested, the financial offer and the rest of the proposals subject to quantifiable criteria will be assessed by applying formulas in accordance with the aforementioned award criteria.

The Board or the contracting body may request clarification from the bidder on the submitted offer or if there are obvious material errors in the drafting of the offer to be corrected, provided that that the principle of equal treatment is respected and without being able, under any circumstances, to modify the terms of the offer.

All actions must be documented in the file.

9.2 Offers subject to presumption of abnormality



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If the Board, or, failing that, the Contracting Authority, identifies any offer that is subject to a presumption of abnormality in accordance with the objective parameters established in **section J 3 of the Table of Characteristics**, the bidder or bidders who had submitted them will be required in form to justify them in accordance with the procedure established in article 149 LCSP. In the procedure, technical advice from the corresponding service will be requested.

In view of its result, a reasoned proposal will be made to accept or reject the offer, in which case the bidder will be excluded from the classification.

9.3 Classification of bids, tie-breaking criteria and award proposal

The Procurement Committee, taking into account the award criteria indicated in these Terms of Reference, will classify the proposals presented in descending order.

In the event of a tie in the total score between two or more bidders, this will be resolved in the manner provided for in **section J 4 of the Characteristics Table**. To this end, the relevant documentation will be required from the affected companies, granting them a minimum period of 5 calendar days to provide it.

The Board will submit the corresponding award proposal to the contracting body in favor of the bidder who has submitted the best offer.

The proposed award does not create any rights in favor of the proposed bidder as long as there is no agreement of the contracting authority.

The agreements of the Board will always be provisional.

All actions will be recorded in the corresponding minutes, which will reflect the result of the procedure and its incidents.

9.4 Requirement to the bidder who has submitted the best offer

Once the award proposal has been made (and verified in the Electronic Register of Bidding Companies (RELI) or in the Official Register of Bidders and Classified Companies in the Public Sector (ROLECE) as established in article 159.4.f) 3rd in the case of simplified and simplified abbreviated open procedures) and accepted by the Contracting Authority, the bidder who has submitted the best offer will be required to submit the documentation specified below to the General Registry of the Rovira i Virgili University within a period of ten working days, counting from the day following that in which the request was received (seven working days counting from the sending of the communication in simplified open and simplified abbreviated open procedures).

This documentation, which will be presented in the form of originals or copies that are authentic or certified, in accordance with current legislation, will be as follows:

1st) Documentation that was responsibly declared to be in possession with the presentation of the DEUC, both of the bidder and of those other companies whose capacities were used:

- a) Those that prove the personality of the company, whether it is a natural person (National Identity Document or equivalent) or a legal entity (deed of incorporation or corporate modification, registered in the Commercial Registry, if applicable, or in the corresponding Official Registry).



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b) Those that prove the representation and legal personality of the signatories of the offers: power to appear or sign proposals on behalf of another and the document national identity card or passport. The company will accredit this by registering in the Representa registry .

c) The formal deed of incorporation of the UTE, if applicable, as well as the accreditation of the appointment of a sole representative or attorney-in-fact of the UTE with sufficient powers to exercise the rights and fulfill the obligations arising from the framework agreement until its termination.

In accordance with article 79 of Decree 76/2020, of August 4, on Digital Administration, the Administration of the Generalitat has an electronic representation register in which
The representations of natural persons and legal persons granted to natural persons are registered so that they can act before the Administration of the Generalitat and before other administrations that have joined the register. The Electronic Registry of Representation of the Administration of the Generalitat guarantees interoperability –including the consultation of the powers of attorney registered in the Commercial Registry, the Property Registry and in notarial protocols–, interconnection, computer compatibility and telematic transmission with the representation registers of other public administrations. You can access the “Representa” solution of the Open Administration Consortium for the management of representations and powers of attorney at the following link: <https://www.aoc.cat/serveis-aoc/representa/>.

Specialties in the documentation to be presented by foreign entrepreneurs. Entrepreneurs

Foreigners must present, in addition to the documentation indicated above, the specific documentation detailed below:

All NON-Spanish companies must provide:

- Declaration of submission to the jurisdiction of Spanish judges and courts of any order, for all incidents that may directly or indirectly arise from the contract, waiving any foreign jurisdictional jurisdiction that may correspond to them.

All companies from states that are not members of the European Union or signatories to the Agreement on the European Economic Area must also provide:

- Report issued by the permanent diplomatic mission or consular office of Spain of the place of domicile of the company, stating, upon accreditation by the company, that it is registered in the local professional, commercial or similar register, or, failing that, that it habitually acts in local traffic within the scope of the activities covered by the object of the contract.
- Report from the permanent diplomatic mission of Spain or the General Secretariat for Foreign Trade, certifying that the State of which they are nationals has signed the Agreement on Public Procurement of the World Trade Organization (WTO), provided that they are contracts subject to harmonized regulation – with an estimated value equal to or greater than 215,000 euros – or, otherwise, the reciprocity report referred to in article 68 of the LCSP.

2nd) Documentation that proves the classification or economic and financial and technical or professional solvency, environmental and quality management standards and documents that prove the effective provision of resources committed by the bidder in its offer to



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dedicate or assign to the execution of the contract required, if applicable, in section F of the Characteristics Table.

In the event that the bidder has used external companies, they must provide proof of having effectively of this solvency and means throughout the duration of the execution of the contract, and the entity to which it is resorted is not subject to a prohibition on contracting, in accordance with the provisions of article 75 LCSP.

If the contracting authority has required it in the specifications, the bidder must provide proof of having the personal or material resources that it has committed to dedicate or assign to the execution of the contract, in accordance with the provisions of article 76 LCSP. These commitments will be integrated into the contract and will have the character of an essential obligation and/or are susceptible to the imposition of penalties, in accordance with the provisions of **section R of the Table of Characteristics**.

The presentation of the valid certificate of registration in the Electronic Register of Bidding Companies (RELI) or in the Official Register of Bidders and Classified Companies in the Public Sector (ROLECE) will exempt the entrepreneur from the accreditation of the conditions of suitability regarding their personality and capacity to act, representation, professional or business qualification, economic and financial solvency and technical or professional, classification, the presence of prohibitions to contract and other circumstances registered in these registers.

A responsible declaration will be attached to the certificate stating that the circumstances reflected in the certificate have not changed.

In case the procedure used is the simplified open or the abbreviated simplified open
must present all the Documentation that it responsibly declared to possess with the presentation of the signed declaration in **Annex 13**, both of the bidder and of those other companies whose capacities are used.

3rd) Documentation proving the following:

- a) When carrying out activities subject to the Economic Activities Tax (IAE), the Registration referred to the current financial year or the last receipt and a responsible declaration that they have not been deregistered from the aforementioned tax or, in another case, a responsible declaration that they are exempt.
- b) Valid certification proving that the bidder is up to date with the fulfillment of their tax obligations with the Treasury.
- c) Valid certification issued by the General Treasury of Social Security proving compliance with its obligations.
- d) Positive certificate, issued by the delegated and territorial interventions, proving that
The company is up to date with its tax obligations with the Administration of the Generalitat de Catalunya.

However, when the company is not required to submit the declarations or documents referred to in the previous points, this circumstance will be proven by means of a responsible declaration.



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For this purpose, the certifications, printed by telematic, computer or electronic means, of a positive nature and accrediting the fulfillment of obligations with the Social Security Treasury, in accordance with the provisions of article 15.4 of the RGLCAP, are valid.

e) Documentation proving subcontracting with those companies with which the successful tenderer plans to subcontract, in accordance with the provisions of **section N of the Characteristics Table**.

f) Establishment of the definitive guarantee that is appropriate, if applicable, in accordance with the provisions of **section E 2 of the Characteristics Table**.

In the event that the proposed candidate does not submit the final guarantee within the period granted for reasons attributable to him, the procedure will be carried out in accordance with the provisions of **clause 9.5** of these specifications, and ultimately, it will be understood that the bidder has withdrawn his offer and an award proposal will be made in favor of the next candidate in score, granting him the corresponding period to constitute the aforementioned final guarantee.

g) With respect to contracts that require the **processing of personal data by the contractor** on behalf of the data controller, the contractor must submit a declaration on where the servers will be located and from where the services associated with them will be provided in accordance with the model contained in Annex 9. The contractor will be obliged to communicate any change in relation to the aforementioned declaration. If the offer has provided for subcontracting, indicate the servers or services associated with them, indicating the number or business profile of the subcontractors, which must be defined by reference to the conditions of professional or technical solvency

FOREIGN COMPANIES THAT CONTRACT IN SPAIN MUST PRESENT THE DOCUMENTATION OFFICIALLY TRANSLATED INTO SPANISH OR CATALAN. (art. 23 RGLCAP).

9.5 Clause for verification of the documentation provided

The Body or the Procurement Board may, at any time, request documentary justification of the conditions with which the bidders have responsibly declared their compliance.

The bidder must submit the required documentation within the period granted, with a maximum of ten working days from the day following receipt of the request. In the event that once the documentation has been submitted, the Contracting Board verifies the lack of one or more of the required documents, it will grant the best-valued company a period of 3 working days to proceed with its amendment.

If the requirement is not adequately complied with within the specified period, it will be understood that the bidder has withdrawn its bid and will be excluded from the procedure, with the consequences established in article 150.2 LCSP, and in this case the same documentation will be requested from the next bidder, in the order in which the bids have been classified.

The contracting authority may not declare a tender void when there is an offer or proposal that is admissible in accordance with the criteria contained in the tender specifications.

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In addition, the bidder may incur a prohibition on contracting in accordance with the provisions of article 71 LCSP.

9.6 Succession in the procedure

If during the processing of the procedure and before the award, the legal personality of the bidding company is extinguished due to merger, spin-off or transfer of its business assets, the absorbing company, the company resulting from the merger, the beneficiary of the spin-off or the acquirer of the assets will succeed it in its position in the procedure, provided that it meets the conditions of capacity and absence of prohibitions to contract and proves its solvency and classification under the conditions required in these specifications to be able to participate in the award procedure.

9.7 Definitive guarantee

The definitive guarantee that appears in **section E 2 of the Characteristics Table** can be constituted in any of the forms legally provided for in article 108 LCSP.

If provided for in the aforementioned section, it can be constituted by withholding the price. In this case, the definitive guarantee will be passed on to the contractor, deducting its amount from the first and subsequent invoices to be paid by the Rovira i Virgili University until the total amount is reached.

This amount will be retained until the expiration of the warranty period, it will be refunded or cancelled by depositing this amount into the invoice payment account.

that the company has provided to the University or, where applicable, to which the contractor expressly indicates for the return of the amount retained as a definitive guarantee and its cancellation.

With good reason, if it appears in **section E 3 of the characteristics table**, a complementary guarantee may be established that must be added to the amount of the definitive guarantee, with the limits provided for in article 107.2 LCSP.

The definitive guarantee concerns compliance with the responsibilities established in article 110 of the LCSP.

In the event that penalties or compensations payable to the successful bidder are made effective on this guarantee, the latter must replace or extend the corresponding amount within fifteen calendar days from execution, otherwise incurring grounds for termination.

When, as a result of a modification to the contract, its price changes, the guarantee must be adjusted so that it is in due proportion to the new modified price, within a period of fifteen calendar days from the date on which the employer is notified of the modification agreement.

Once the execution of the contract has been completed and the guarantee period has elapsed, the guarantee or surety bond will be returned or cancelled, provided that the contract has been satisfactorily fulfilled and no liabilities arise that must be executed on the guarantee in accordance with article 111 LCSP.

9.8 Contract award



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In accordance with the provisions of article 150.3 LCSP, the Contracting Authority will award the contract within five working days following receipt of the documentation referred to in **clause 9.4** of these specifications.

The award decision will be motivated, will be notified to all bidders and will be published in the University's contracting profile with an indication of the deadlines within which it must be formalized.

The notification, which will be made by electronic means, will contain the information that allows interested parties to file a sufficiently well-founded appeal against the award decision.

When the only criterion for selecting the contract awardee is price, the award must be made within a maximum period of fifteen days from the day following the day on which the proposals are opened.

When a plurality of criteria must be taken into account for the award of the contract, or when a single criterion is used, this is the lowest life cycle cost, the maximum period for making the award will be two months from the opening of the proposals, unless another has been established in the specific administrative clauses.

If the proposal is contained in more than one envelope/electronic file, such that these must be opened in several independent acts, the above term will be calculated from the first act of opening the envelope/electronic file that contains a part of the proposal.

The previously indicated deadlines will be extended by fifteen working days when one or more offers subject to a presumption of abnormality have been identified as indicated in article 149.4 LCSP.

If the award is not made within the specified deadlines, the bidders will have the right to withdraw their proposal.

9.9 Decision not to award or conclude the contract and/or withdrawal from the award procedure by the Administration

The decision not to award or conclude the contract or to withdraw from the procedure can only be agreed by the contracting authority before formalisation, notifying the tenderers and also informing the European Commission when the contract has been announced in the "Official Journal of the European Union". European.

The decision not to award or conclude the contract or to withdraw from the procedure must be based on one of the causes established in article 152 LCSP, with the consequences provided for therein.

In the event that, in accordance with the provisions of article 152 LCSP, the contracting authority agrees to the decision not to award or conclude a contract or to withdraw from the award procedure, the costs will be compensated to the bidders in the manner established in **section K of the Table of Characteristics**.

10. FORMALIZATION OF THE CONTRACT

The formalization of the contract will be carried out in an administrative document using an advanced electronic signature based on a qualified or recognized electronic signature certificate.



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However, the contractor may request that the contract be converted into a public deed, with the corresponding expenses being borne by the contractor.

Prior to the formalization of the contract, companies that have agreed to form a joint venture must present, once the contract has been awarded in their favor, the public deed of constitution of the temporary joint venture (UTE) which states the appointment of the representative or sole authorized person of the joint venture with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its termination.

The content of the contract will be as established in articles 35 of the LCSP and 71 of the RGLCAP and will not include any clause that implies alteration of the terms of the award.

The contract is perfected upon its formalization and under no circumstances may its execution begin without its prior formalization.

In the simplified abbreviated open procedure, unless otherwise indicated in **section L of the Characteristics Table**, the formalization of the contract will not be necessary and may be carried out by signing the acceptance of the award resolution by the contractor.

Prior to the formalization of the contract, companies that have agreed to form a joint venture must present, once the contract has been awarded in their favor, the public deed of constitution of the temporary joint venture (UTE) which states the appointment of the representative or sole authorized person of the joint venture with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its termination.

10.1 Formalization period

In the event that the procedure is subject to special appeal, the formalisation may not be carried out before fifteen working days have elapsed since the notification of the award is sent to the bidders. Once the period has elapsed without an appeal having been lodged that entails the suspension of the formalisation of the contract, the contracting authority will require the successful tenderer to formalise the contract within a period not exceeding five working days from the day following that in which it received the request, except in urgent processing procedures which will be three days. The same procedure must be followed when the body competent to resolve the appeal has lifted the suspension.

In all other cases, the formalization must be carried out within a maximum period of fifteen working days counted from the day following the receipt by the successful tenderer of the notification of the award, except in urgent processing procedures which will be seven days.

When, for reasons attributable to the successful tenderer, the contract has not been formalized within the indicated period, the contracting authority will demand 3% of the 'base bid budget, excluding VAT, as a penalty. This penalty will be effective, first and foremost and if it had been constituted against the definitive guarantee, without prejudice to the provisions of article 71.2.b) LCSP (prohibitions on contracting).

In this case, the contract will be awarded to the next bidder in the order in which the offers have been classified, within the deadlines and upon presentation of the documentation established in clause 9.4 of these Terms of Reference.



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If the causes of the non-formalization are attributable to the University, the contractor must be compensated for any damages that the delay may cause.

10.2 Advertising the formalization

The formalization of the contract will be published in the University's Contractor Profile with the same data as the tender announcement and, in addition, if the contract is subject to harmonized regulation, it will be published in the Official Journal of the European Union (OJEU).

11. EXECUTION OF THE CONTRACT

11.1 General rules

The contract will be executed in strict accordance with the clauses stipulated in these Terms and Conditions and in the Technical Specifications and in accordance with the instructions for its interpretation given to the contractor by the Contract Manager and the contracting authority

The execution of the contract will be carried out at the risk and peril of the successful tenderer and any losses, damages or losses experienced during the execution of the contract will be at the contractor's expense. The contractor will be responsible for the technical quality of the work carried out and the services and provisions provided, as well as for the consequences deduced for the University or third parties.

The contractor is obliged to maintain secrecy regarding the data and background of which he becomes aware on the occasion of the contract that, while not being public or notorious, are related to the object of the contract.

Failure to comply with the commitments to assign personal or material resources to the execution of the contract included in **section F 6 of the Characteristics Table** may be cause for termination of the contract when expressly determined in this section or will give rise, where appropriate, to the imposition of the penalties provided for therein.

The contractor may not replace the personnel assigned to carry out the work or the subcontractors without the express authorization of the Contract Manager.

If during the execution of the contract circumstances arise that prevent maintaining the normal conditions of the contract (staff strike, non-replacement of sick leave or vacations or any other that causes disruptions in the presentation of the contract with repercussions on the public interest) the person responsible for the contract and the management unit thereof may rectify these deficiencies in the manner they deem most appropriate, prior notice to the contractor and without prejudice to other measures provided for in these specifications or in the technical specifications.

11.2 Special conditions for the execution of the contract.

The special conditions for the execution of the contract are those established in **section Q of the table of characteristics** and their non-compliance will have the consequences foreseen there. If penalties are foreseen for their non-compliance, these are detailed in **section R of the Table of characteristics**.

11.3 Work Program



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In service contracts that are successive, the contractor will be obliged to present a work program that will be approved by the person responsible for the contract as representative of the contracting body, in the terms and when this obligation is expressly established in the Technical Specifications.

This work program must include the improvements and partial deadlines offered by him and incorporated into the contract.

The Contract Manager, in view of the work actually carried out and the contracted prices, will draw up the corresponding valuations in the periods established in the specific administrative clauses or, failing that, monthly.

The partial deadlines or services that are established when approving the Work Program will be understood as part of the contract for the purposes of its enforceability.

The Program must include:

- a) Determination of the necessary personal and material resources, including facilities and equipment, with expression of their average performances.
- b) Estimated timeline in time (days, hours, weeks) for the execution deadlines for both the preparatory operations and the execution of the work.
- c) Monthly and accumulated valuation of the work or services carried out based on the forecasts included in the previous sections.

Each time the contractual conditions are modified, the contractor is obliged to update and bring this program up to date following the instructions that, for these purposes, he receives from the Contract Manager.

11.4 Incident resolution

Any incidents that may arise between the Administration and the contracting company in the execution of the contract, due to differences in the interpretation of what has been agreed or due to the need to modify the contractual conditions, will be processed through an adversarial process that will necessarily include the actions described in article 97 of the RGLCAP.

Unless reasons of public interest justify it or the nature of the incidents require it, its processing will not determine the suspension of the contract.

11.5 Resolution of technical interpretative doubts

To resolve technical and interpretative doubts that may arise during the execution of the contract, a non-binding technical report external to the Administration may be requested.

12. MODIFICATION OF THE CONTRACT

Once the contract has been perfected, the contracting authority may only introduce modifications to it for reasons of public interest, in the cases and in the manner specified in this clause and in accordance with the provisions of articles 203 to 207 of the LCSP.



The modification of the contract will be carried out in the event(s), with the conditions, scope and limits detailed in **section S** and in accordance with the procedure established in article 191 of the LCSP. These modifications are mandatory for the contracting company. In no case the Modification of the contract may involve the establishment of new unit prices not provided for in the contract.

Likewise, the URV reserves the possibility of modifying the contract as a result of the application of budgetary stability measures, a reason that will be considered a modification for reasons of public interest.

Unforeseen modifications: The modification of the contract not provided for in this clause may only be carried out when the requirements are met and the cases provided for in article 205 of the LCSP are met, in accordance with the procedure regulated in article 191 of the LCSP and with the particularities provided for in article 207 of the LCSP.

In either case, the modifications are mandatory for the contracting company, unless that imply, individually or jointly, an alteration in its amount that exceeds 20% of the initial price of the contract, excluding VAT, and must be agreed by the contracting body with the prior written consent of the contracting company; otherwise, the contract will be terminated in accordance with the cause provided for in article 211.1.q) of the LCSP.

The modifications to the contract will be formalized in accordance with the provisions of article 153 of the LCSP and clause ten of these specifications, and will be published in the University's Contractor Profile and in the Official Journal of the European Union if the contract is subject to harmonized regulation.

Likewise, the contract modification announcement, together with the allegations of the contracting company and all reports that, if applicable, are requested prior to the approval of the modification, both those provided by the awarded company and those issued by the contracting body, will be published in the University's Contractor Profile and in the Official Journal of the European Union if the contract is subject to harmonized regulation.

The modifications must be agreed by the contracting body after completing the appropriate procedure, and be formalized in an administrative document.

In the event that the modification involves the elimination or reduction of units, the contractor will not be entitled to claim any compensation.

In contracts in which the entrepreneur is obliged to deliver a plurality of goods successively and for a unit price, without the total number of deliveries being defined with accuracy at the time of signing the contract, as they are subordinated to the needs of the Administration, in the event that, within the term of the contract, the real needs are greater than those initially estimated, the corresponding modification must be processed before the maximum budget initially approved is exhausted, reserving for this purpose the credit necessary to cover the maximum amount of the new needs.

Modifications that are not duly approved by the contracting authority, in accordance with the provisions of these specifications, will give rise to liability on the part of the contractor, who will lose all right to payment for modifications carried out without authorization.

13. RIGHTS AND OBLIGATIONS OF THE PARTIES

13.1 Contractor's rights



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13.1.1 Assessment of work

The valuation of the works will be carried out in accordance with the price determination system set out in **section C 3 of the Table of Characteristics**, in the maturities that would have been established in **section V of the Table of Characteristics** if this were a successive treatment and, unless otherwise provided, will be carried out monthly.

Partial valuations may be carried out for work carried out before partial delivery thereof, provided that it is requested by the contractor and authorized by the Contracting Authority. The processing of certifications derived from a partial valuation will require that the contractor has guaranteed its amount in accordance with the provisions of article 200 RGLCAP.

When the price is determined using execution units, in accordance with the provisions of **section C 3 of the Characteristics Table**, the variation in units actually executed in relation to those provided for in the contract will not be considered modifications, provided that they do not represent an expense exceeding 10% of the contract price and it has been executed correctly.

13.1.2 Payments to the contractor

Payment for the service performed will be made upon completion of the service, upon presentation of a duly completed invoice, certifications of partial deliveries if applicable, and a receipt when applicable.

The contractor must submit the invoice to an administrative registry within 30 days from the date of the service. In the case of successive treatment services, invoices must be submitted within a maximum period of 10 days from the performance of the service in the period in question.

The University must approve the documents that prove compliance with the provisions of the contract for the services provided, within thirty days following the provision of the service.

The University will be obliged to pay the price within thirty days of the date of approval of the invoice, presented in the terms indicated below and, if there is a delay, it must pay the contractor, from the completion of this thirty-day period, the interest on late payment and compensation for collection costs in the terms provided for in Law 3/2004, of 29 December.

In order for the calculation of the term for the accrual of interest to take place at the beginning, the contractor must have fulfilled the obligation to present the invoice in accordance with the provisions of **clause 13.1.3** of these Terms and Conditions.

13.1.3 Billing

Invoices must be issued in accordance with current provisions and, in them, will specifically include: serial number, date of issue, file number to which they belong, detailed view of the service provided, breaking down the different concepts that, where applicable, make up the object of the contract and the price that corresponds to each of them, NIF of the sender and recipient and the VAT charged.



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If it is observed that the invoice presented lacks any enforceable requirement, its amendment will be requested without the payment period starting to run until it is corrected.

To process payment, invoices must be prepared by the Contract Manager. _____
which will record the date of receipt and the receiving Unit.

The invoice may be in electronic or paper format in accordance with the provisions of the regulations governing invoicing obligations that each contractor is required to know.

Those issued by individuals or foreign suppliers are excluded from the obligation to present an electronic invoice.

However, individuals, who are not obliged to invoice electronically, may exercise, in any case, their right to present electronic invoices.

The invoices must contain, in addition to what is indicated in this clause, the data corresponding to **section V of the Characteristics Table**.

Electronic invoice

The invoice in electronic format issued by the contractor must identify the recipient of the invoice, mandatorily including the DIR3 data and codes from **section V of the Characteristics Table** that will be provided by the person responsible for the contract or the person requesting the order.

Information on electronic invoices and DIR3 codes can be found at the following email address:
https://seuelectronica.urv.cat/empreses-institucions/fact_elec.html

In compliance with the provisions of article 9 of Law 25/2013, of December 27, on the promotion of electronic invoicing and the creation of the 'accounting register of invoices in the Public Sector, and art. 14.2 of Law 39/2015, of October 1, on the Common Administrative Procedure of Public Administrations, contractors who are considered legal entities are required to submit electronic invoices through Face (<https://face.gob.es/es/>), the general entry point for electronic invoices of the General State Administration. In these cases, submitting the invoice to the General Access Point is equivalent to submitting it in an administrative register.

In Face, the processing units to which the invoices are sent will be identified in accordance with the identification codes included in the "Common Directory of Units and Offices DIR3" published on the University's website.

The obligation includes all legal entities, without prejudice to their corporate form and the amount of the invoice.

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Paper invoice

In cases where the presentation of an electronic invoice is not appropriate, the paper invoice will be presented to the General Registry of the University at the address of the Contracting Body listed in **section A.6 of the Table of Characteristics** or in any of the places and through the procedures established in article 16 of Law 39/2015, of 1 October, on the common administrative procedure of public administrations.

13.1.4 Assignment of collection rights

In accordance with the provisions of article 200 LCSP, and under the terms established therein, contractors may assign the right to collection they have against the Universitat Rovira i Virgili.
in accordance with law.

13.2 Obligations of the contractor

In addition to the general obligations derived from the legal regime of this contract, those described in this section constitute specific obligations that have the character of special conditions for the execution of the contract.

The contractor is obliged to designate a company representative to act as a delegate to liaise with the University's Contract Manager, prior to the start of the contract. Said Delegate must be: accepted by the contracting authority and have sufficient capacity to:

- Represent the contractor when their action or presence is necessary, as well as in other acts derived from the fulfillment of contractual obligations, always in order to ensure the execution and smooth running of the service.
- Organize the execution of the service and interpret and implement the orders received from the Contract Manager.
- Propose to him or collaborate with him in resolving problems that arise during execution.

The contracting authority may ask the contractor to appoint a new delegate when the progress of the work so justifies.

Both the contractor and the subcontractor must comply with the special execution conditions indicated in **section Q of the Characteristics Table** and their failure to comply will be cause for the imposition of penalties and may even lead to the termination of the contract, in the terms specified in clause 17.

The following are specific obligations of the contractor:

13.2.1 Labor, social, fiscal and environmental protection obligations

The personnel that the awarded company must hire to meet its obligations will depend exclusively on it, without the possibility of the consolidation of the people who have carried out the work as personnel of the contracting body occurring under any circumstances upon the termination of the contract. To this end, the employees or managers of the Administration must refrain from carrying out acts that imply the exercise of powers that, as part of the legal employment relationship, correspond to the contracting company. For this reason, the contracting company or companies

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They must comply with the obligations set out in **Annex 11** of these specifications, relating to special rules regarding the personnel of the contracting company that they will assign to the execution of the contract.

The contractor will be obliged to comply with the current provisions on tax, labour, social security, social integration of people with disabilities, prevention of occupational risks and protection of the environment that are established both in the current regulations and in the specifications that govern this contract. In addition, it is obliged to apply measures aimed at promoting equality between men and women when carrying out the services of the service.

The contracting authority may indicate in the technical specifications the body or bodies from which tenderers can obtain the relevant information relating to the aforementioned obligations.

13.2.2 Subrogation in employment contracts

In cases where it is legally appropriate and is indicated in **section O of the Characteristics Table**, the successful tenderer must be substituted as employer in the employment contracts of the company that was carrying out the service that is the object of the contract to be awarded and which will be listed in an annex to the Technical Specifications, and in **Annex 10** of these specifications, if appropriate.

This annex will respond to the information that the employing company will have provided, compulsorily, to the University and which will contain at least: relationship with the staff subject to subrogation, indicating: the collective agreement of application and the details of category, type of contract, working hours, seniority date, expiry of the contract, annual gross salary of each worker, as well as all the agreements in force applicable to the workers affected by the subrogation.

In this case, the provisions of the corresponding collective agreement or collective bargaining agreement of general effectiveness will apply.

Contractors will be required to keep the information relating to the current workforce updated during the execution of the contract to make it available to the contracting authority when required.

It is the contractor's obligation to respond to unpaid wages to workers affected by subrogation, as well as the accrued social security contributions, even in the event that the contract is terminated and those are subrogated by the new contractor, without this obligation corresponding to the latter in any case. In this case, the Administration, once the failure to pay said wages is proven, will proceed to withhold the amounts due to the contractor to guarantee the payment of said wages, and not to return the definitive guarantee until the payment of said wages is proven.

Failure to comply with the established obligations will result in the establishment of the penalties indicated in **section R of the Characteristics Table**.

13.2.3 Maintenance of working conditions during the execution of the contract.

The awarded company must guarantee to the workers assigned to the execution of the contract and throughout its term the strict application and maintenance of the working conditions established in the applicable collective agreement, including the payment of wages in the amount and modalities that correspond.

88 pg.



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The same commitment will be required of subcontractor companies, and it is the responsibility of the main contractor to ensure its compliance with the contracting entity.

Failure to comply with the commitments to maintain working conditions will be cause for termination of the contracts. If the party breaching the commitment is a subcontractor, the successful tenderer, at the request of the contracting authority, will terminate the subcontract without any compensation.

13.2.4 Contractor obligations in cases of subcontracting

If this is provided for in **section N of the Characteristics Table**, the contractor may arrange for the partial performance of the service with the requirements and scope established therein.

The execution of subcontracts will be subject to compliance with the requirements established in article 215.2 LCSP.

If so provided in the aforementioned **section N**, bidders must indicate in their offer the part of the contract that they plan to subcontract, indicating its amount, and the name or business profile of the subcontractors to whom they are going to entrust its execution.

In any case, the contractor must notify the Contracting Authority in writing, after the award of the contract and, at the latest, when its execution begins, of the intention to enter into subcontracts, indicating the part of the service that is intended to be subcontracted and the identity, contact details and legal representative or representatives of the subcontractor, together with the documentation that justifies the latter's ability to execute it and a responsible declaration by the subcontractor that he is not subject to prohibitions on contracting with the Administration.

Subcontracts that do not comply with what is indicated in the offer, to be concluded with entrepreneurs other than those indicated by name therein or to refer to different parts of the service, may not be concluded until twenty days have passed since the notification was made and the justifications referred to in the previous paragraph were provided.

Subcontractors are only obligated to the main contractor who will therefore assume full responsibility for the execution of the contract to the University. The knowledge that the University has of the subcontracts entered into by virtue of the aforementioned communications or the authorizations that it grants will not alter the exclusive responsibility of the main contractor.

Subcontractors have no direct action against the University for the obligations contracted with them by the contractor as a result of the execution of the main contract and subcontracts.

The contractor must inform the workers' representatives of the subcontracting, in accordance with labor legislation. It must also inform the subcontracting companies of the execution conditions provided for in **section Q of the Characteristics Table**, as they are also obliged to comply with them.

The contractor undertakes to pay the subcontractors or suppliers the agreed price within the terms and conditions indicated in article 216 LCSP.



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13.2.5 Obligations relating to the management of permits, licenses and authorizations

13.2.6 Occupational risk assessment

Depending on the contracted services, the coordination of business activities must be adapted, in accordance with Decree 171/2004, of January 30, which develops article 24 of Law 31/1995, of November 8, on prevention of occupational risks.

13.2.7 Transparency obligations

The contractor, in accordance with the provisions of article 3.5 of Law 19/2014, of December 29, on transparency, access to public information and good governance, undertakes to provide the University, upon request and within a period of fifteen days, with all the information necessary to comply with the obligations set out in the aforementioned regulation, as well as in those regulations that are issued in the university sphere.

In compliance with the provisions of article 9.4 of this regulation, once the deadline granted to the request has passed without it having been met, the contracting authority may agree, with a warning and hearing to the interested party, to impose the penalties indicated in **section R of the Table of Characteristics**.

13.2.8 Intellectual or industrial property rights

The name of the Rovira i Virgili University and its logo constitute a distinctive sign registered with the Spanish Patent and Trademark Office, of which the University is the owner. Participation in this tender or the eventual award of the same does not grant the bidders any right of use over them.

For its part, the contractor must be the owner or have authorization from whoever holds the intellectual or industrial exploitation rights necessary for the execution of the agreed service, exonerating the University from any type of liability towards third parties for claims of any kind from the owners of these rights.

In accordance with the provisions of article 308.1 LCSP, if the contract has as its object the development and provision of products protected by a property right

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intellectual or industrial property will entail the transfer of the same to the contracting University, unless otherwise provided in the contractual document.

In any case, and even if the transfer of intellectual property rights is excluded, the body of contracting can always authorize the use of the corresponding product to entities, organizations and entities belonging to the public sector.

13.2.9 Use of Catalan in their relations with the University

The contracting company must use Catalan in its relations with the Universitat Rovira i Virgili arising from the execution of the object of this contract. Likewise, the contracting company and, where applicable, the subcontractor companies must use, at least, Catalan in signs, publications, notices and other communications of a general nature arising from the execution of the services that are the object of the contract.

The contracting company must deliver the work covered by this contract, at least, in Catalan. Specifically, the contracting company must write the project documentation and the legends of the plans and attached technical documentation in Catalan, both on paper and in digital format, which is obtained as a result of carrying out the work according to the determinations of the specific clauses of the particular technical specifications.

Likewise, the contracting company assumes the obligation to allocate to the execution of the contract the means and personnel that are appropriate to ensure that the services covered by the service can be performed in Catalan. To this end, the awarded company must adopt the necessary training measures for its personnel to guarantee that the personnel who, where applicable, may interact with the public, have sufficient knowledge of the Catalan language to carry out the tasks of attention, information and communication in a fluid and adequate manner.

In any case, the contracting company and, where applicable, the subcontracting companies, are subject in the execution of the contract to the obligations derived from Law 1/1998, of January 7, on linguistic policy and the provisions that develop it.



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13.2.10 Ethics clause

Senior officials, management personnel, command positions, administrative positions and personnel at the service of the Public Administration and its public sector, who intervene, directly or indirectly, in the public procurement procedure are subject to the Code of Principles and Recommended Conduct in Public Procurement and its provisions will be applied across the board to all actions that form part of any phase of the procurement procedure in accordance with the degree of intervention and responsibility in the contractual procedures.

The presentation of the offer by the bidders will imply their adherence to the Code of Principles and Recommended Conduct in Public Procurement in accordance with the ethical and integrity commitments that form part of the contractual relationship.

- A) Bidders, contractors and subcontractors assume the following obligations:
- a) Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services that are the subject of the contracts.
 - b) Not to carry out actions that put the public interest at risk in the scope of the contract or the services to be tendered.
 - c) Report any irregular situations that may arise in public procurement processes or during the execution of contracts.
 - d) Refrain from engaging in conduct that has the purpose or may have the effect of preventing, restricting or distorting competition, such as collusive or fraudulent competition behavior (shelter bids, elimination of bids, allocation of markets, rotation of bids, etc.)
 - e) When submitting the offer, the bidder must declare whether it has any situation of possible conflict of interest, for the purposes of the provisions of article 64 of the LCSP, or equivalent relationship in this respect with interested parties in the project. If a situation of this nature occurs during the execution of the contract, the contractor or subcontractor is obliged to inform the contracting authority.
 - f) Respect confidentiality agreements and agreements.
 - g) In addition, the contractor must collaborate with the contracting authority in the actions that it carries out to monitor and/or evaluate compliance with the contract, particularly by providing the information that is requested for these purposes and that the transparency legislation and the public sector contract regulations impose on contractors in relation to the Administration or administrations of reference, without prejudice to compliance with the transparency obligations that directly apply to them by legal provision.
- B) Bidders, contractors and subcontractors, or their subsidiaries or related companies, undertake to strictly comply with tax, labor and social security legislation and, specifically, not to carry out financial operations contrary to tax regulations in countries that do not have capital control regulations and are considered tax havens by the European Union.



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All these obligations and commitments are considered special conditions for the execution of the contract.

The consequences or penalties for breach of this clause will be as follows:

In the event of non-compliance with sections a), b), c), f) and g) of section A), a minimum penalty of 0.60 euros per 1000 euros of the contract price, excluding VAT, is established, which may be increased in a justified and proportional manner depending on the seriousness of the facts. The seriousness of the facts will be determined by the damage caused to the public interest, the reiteration of the facts or the obtaining of a benefit derived from the non-compliance. In any case, the amount of each of the penalties may not exceed 10% of the contract price, excluding VAT, nor may their total exceed 50% of the contract price in any case.

In the event of non-compliance with the provisions of letter d) of section A), the contracting authority will inform the competent authorities in competition matters of the facts.

In the event of non-compliance with the provisions of letter e) of section A), the contracting authority will inform the Public Procurement Ethics Commission of the Generalitat de Catalunya so that it can issue the relevant report, without prejudice to other penalties that may be established.

In the event that the seriousness of the facts requires it, the contracting body will inform the Anti-Fraud Office of Catalonia or the control and inspection bodies that are competent for the matter.

13.2.11 Protection of personal data and guarantee of digital rights

The contracting company, in relation to the personal data to which it has access on the occasion of the contract, undertakes to comply with all that is established in Organic Law 3/2018, of December 5, on the protection of personal data and the guarantee of digital rights, the implementing regulations and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

The documentation and information that emerges or to which access is gained during the execution of the services that are the subject of this contract and that correspond to the contracting authority responsible for the processing of personal data, are confidential and may not be reproduced in whole or in part by any means or support. Therefore, they may not be processed or edited in computer form, nor may they be transmitted to third parties outside the strict scope of the direct execution of the contract (see **section W of the table of characteristics**).

13.3 Price review

If a price revision is necessary, it must be indicated in **section C 4 of the Characteristics Table**, which will include the applicable formula, and will be carried out in accordance with the determinations of articles 103 to 105 LCSP:

13.4 Succession in the person of the contractor



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In cases of merger, split, contribution or transfer of companies or branches of activity thereof, the contract in force with the resulting entity will continue, which will be subrogated to the rights and obligations arising from it, if the conditions required in article 98 LCSP occur.

It is the contractor's obligation to reliably communicate to the Rovira i Virgili University any change that affects its legal personality, suspending the calculation of the legally established deadlines for paying 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, being considered for all purposes as a case of termination due to the contractor's fault.

When the initial contractor is a temporary union of companies, the provisions of article 69 LCSP will apply.

13.5 Assignment of the contract

Apart from the cases of succession of the contractor provided for in article 98 LCSP, the rights and obligations arising from the contract may be assigned by the contractor to a third party provided that the technical or personal qualities of the assignor have not been a determining reason for the award of the contract and the assignment does not result in an effective restriction of competition in the market. Nor may the assignment be authorized when it involves a substantial alteration of the characteristics of the contractor if these constitute an essential element of the contract.

The assignment will be permitted if this is established in **section P of the Table of Characteristics** and the minimum requirements required by article 214.2 LCSP are met. In addition, the Contracting Authority must be authorized in advance and expressly.

Once duly authorized and carried out, the assignee will be subrogated to all rights and obligations that would correspond to the assignor.

13.6 Suspension of the contract

The contract may be suspended by agreement of the Administration or because the contractor chooses to suspend its fulfillment, in the event of a delay in payment of the price exceeding 4 months, by notifying the Administration one month in advance.

In any case, the Administration must issue the corresponding suspension report, ex officio or at the request of the contracting company, in accordance with the provisions of article 208.1 of the LCSP. The suspension report, in accordance with article 103 of the RGLCAP, must be signed by a person representing the contracting body and the contracting company and must be issued within a maximum period of two working days, starting from the day after the day on which the suspension is agreed.

The Administration must pay the contracting company any damages that are actually caused to it in accordance with the provisions of article 208.2 of the LCSP. The payment of damages to the contracting company will only include the concepts indicated in this provision.



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14. PENALTIES. CLASSIFICATION AND IMPOSITION OF PENALTIES. AMOUNT.

In accordance with the provisions of section 3 of article 122 LCSP, the specifications of particular administrative clauses may establish penalties, in accordance with the provisions of section 1 of article 192, for cases of non-compliance or defective compliance with the service that affect characteristics of the same, especially when they have been taken into account to define the award criteria, or attribute to the punctual observance of these characteristics the character of an essential contractual obligation for the purposes indicated in letter f) of section 1 of article 211. Likewise, for cases of non-compliance with the provisions of articles 130 and 201.

14.1 Delay in the execution of the contract.

The contractor is obliged to fulfill the contract within the total period set for its completion, as well as the partial periods set, if applicable.

Exceeding the established deadline or failing to comply with partial deadlines for reasons attributable to the contractor will be cause for the imposition of penalties in accordance with the provisions of **section R of the Characteristics Table**. The repetition of penalties or the extent of the percentage set as a limit will empower the contracting body to terminate the contract in accordance with the provisions of article 211.d) LCSP.

The person responsible for the contract will issue a prior report determining whether the delay was caused by reasons attributable to the contractor. For these purposes, the provisions of clauses 14.5 and 14.6 of these specifications will apply.

In any case, the contractor's default will not require prior notice from the contracting authority.

14.2 Penalties for non-compliance with environmental, social or labor obligations

In accordance with what is indicated in **section Q of the Characteristics Table**, the breach by the contractor of the legal or conventional obligations that are incumbent on it in environmental, social and labor matters and, in particular, breaches or repeated delays in the payment of wages or the application of wage conditions lower than those derived from collective agreements, will give rise to the imposition of penalties in the terms established in article 192 LCSP.

The repetition of penalties or the extent of the percentage set as a limit will empower the contracting authority to terminate the contract for breach of an essential contractual obligation.

14.3 Penalties for breach of the special conditions of execution of the contract

The special conditions for the execution of the contract will refer to economic, innovation-related, environmental or social considerations. They must be linked to the subject matter of the contract in the sense specified in article 145 LCSP, not be directly or indirectly discriminatory and be compatible with Community law.

The contracting authority will require at least one of those listed in **section Q of the Table of Characteristics** and failure to comply will result in the imposition of penalties in accordance with the provisions of **clauses 14.5 and 14.6** of these Terms of Reference, in the technical specifications, if applicable, and in **section R of the Table of Characteristics**.

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The repetition of penalties or the extent of the percentage set as a limit will empower the contracting body to terminate the contract for breach of an essential contractual obligation in accordance with the provisions of **section U of the Table of Characteristics**.

All special execution conditions that form part of the contract will be equally required of all subcontractors who participate in its execution.

14.4 Other penalties

Failure to comply or defective compliance with the services covered by the contract, the commitments to assign resources, the special conditions for the execution of the contract, any of the criteria that served as the basis for the assessment of the offers, the subcontracting conditions or any of the obligations classified as essential will give rise to the imposition of penalties in the terms established in **section R of the Table of Characteristics**.

The repetition of penalties or the extent of the percentage set as a limit will empower the contracting body to terminate the contract for breach of an essential contractual obligation in accordance with the provisions of **section S of the Table of Characteristics**.

14.5 Classification of penalties

Any punishable action committed by the contractor will be classified and considered taking into account its significance, proportionality and intentionality, without prejudice to the circumstances and behaviors that may occur throughout the execution of the contract that may give rise to the imposition of penalties, in case of minor, serious or very serious misconduct.

In any case, it will be considered a minor offense:

- The punctual non-observance of the operational mechanics of the works in accordance with what is established in the contract.
- The punctual breach of any of the obligations established in **clauses 11 and 13.2** of this fold.
- The punctual failure to comply with any obligation established in these specifications or in the Technical Specifications.
- Causing unnecessary inconvenience to the neighborhood.
- Delay or suspension in the provision of the contract of less than three days.
- Failing to provide the University, in a timely manner, with the information required in compliance with the obligations established by the legislation on transparency.

In any case, it will be considered a serious offense:

- Failure to comply with the requirements established in the contract and in these specifications that goes beyond mere occasional non-observance.
- Failure to comply with health and safety measures at work.

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- The failure to provide any of the contracted operations.
- Failure to comply with any of the obligations established in **clauses 11 and 13.2** of these specifications that result in the non-performance of any of the contracted operations or exceed the consideration of a specific breach.
- The commission of three minor offenses within the course of one year.
- Delay or suspension in the provision of the contract equal to or greater than three days and less than fifteen.
- If applicable, the incorrect presentation or lack of documentation required to obtain the permits, licenses or authorizations that are necessary for the start, execution and delivery of the service.

In any case, it will be considered a very serious offense:

- Failure to comply with any of the obligations established in **clauses 11 and 13.2** of these specifications that lead to a partial failure to comply with the services defined in the contract.
- Unfounded refusal to perform the services of the contract or the tasks ordered in writing by the person responsible for the contract.
- Assign the rights and obligations arising from the contract without authorization from the University.
- Breach of the obligations established regarding Confidentiality and Data Protection.
- The commission of three serious misconducts during the course of the contract.
- Delay or suspension in the provision of the contract equal to or greater than fifteen days.
- Suspension or abandonment of the contract.

14.6 Imposition of penalties.

The penalties provided for in the previous numbers will be imposed by agreement of the contracting body, at the proposal of the person responsible for the contract, with the necessary motivation and documentation of the breach and after a hearing with the contractor for a minimum period of 5 calendar days.

The contracting body, in its motivation, must be guided by the principles of fairness and proportionality, and must also assess and take into account criteria such as the presence or absence of negligence, the recurrence or reiteration of punishable behaviors, the importance of the non-fulfilled service or the seriousness of the breach, among others.

The following will not be considered as a cause of force majeure or a justified cause for the breach of obligations:

- a) Non-exceptional adverse weather conditions.



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b) Work stoppages of the successful tenderer or third parties who provide services or supplies.

c) Holidays or work absences of its staff or third parties.

To these penalties, those listed in **section R of the Characteristics Table** may be added .

The agreement of the contracting authority will be immediately enforceable and the penalties will be made effective by deducting the amounts that, as a total or partial payment, must be paid to the contractor or on the guarantee that, where applicable, had been constituted when they cannot be deducted from said payments. When they are made effective on the guarantee, the contractor will be obliged to complete it, within fifteen working days following notification of the penalty.

Each time the penalties for delay reach a multiple of five percent (5%) of the contracted price, the contracting body will be empowered to proceed with the resolution of the same or agree to the continuity of its execution with the imposition of new penalties.

The contracting body will have the same authority referred to in the previous section regarding non-compliance with the partial deadlines indicated, if applicable, for the successive execution of the contract in the approved Work Program.

14.7 Amount of penalties.

Each minor offense may be sanctioned with an amount of between 1% and 3% of the contract award price.

Each serious breach may be sanctioned with an amount of between 3.01% and 5% of the contract award price.

Each very serious breach may be sanctioned with an amount of between 5.01% and 10% of the contract award price.

Every time the penalties reach a multiple of 5% of the contract price, excluding VAT, the contracting body will be empowered to proceed with the resolution of the contract or agree to the continuation of execution with the imposition of new penalties.

The amounts of each of the penalties may not exceed 10% of the contract price, excluding VAT, nor may the total of them exceed 50% of the contract price.

15. COMPENSATION FOR DAMAGES

The loss of the guarantee or the imposition of penalties does not exclude compensation for damages to which the Rovira i Virgili University may be entitled.

It will also be the contractor's obligation to compensate for all damages and losses caused to third parties as a result of the operations required to execute the contract.

16. COMPLETION OF THE CONTRACT: RECEIPT AND SETTLEMENT



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The contract will be deemed to have been fulfilled by the contractor when he has carried out all the services in accordance with the provisions of these specifications and the technical specifications and the services have been received in accordance with the University's requirements without the University having made any complaints.

The reception or conformity will be manifested by a formal and positive act within the month following the completion of the object of the contract or within the contractually established period depending on the characteristics of the contract. The following conditions will be indispensable for proceeding with the reception:

- Have performed the service in accordance with the provisions of these specifications and the contractual documentation.
- If applicable, having carried out, with satisfactory results, the relevant regulatory tests. The contractor must plan and have the necessary supplies to carry out the tests.
- If applicable, have delivered to the person responsible for the contract all the mandatory and necessary documentation required by the Technical Specifications.
- That the person responsible for the contract, after examining all of the above, proposes that the reception be carried out.

Likewise, they may carry out partial acceptances of those parts of the contract that can be carried out in phases.

The warranty period will be that established in **section D 7 of the Table of Characteristics** or, where applicable, that offered by the successful tenderer. In the case of lots, the warranty period will be calculated for each lot individually.

If the contract is for the preparation of a work project, the contractor will be liable for any damages and losses that are caused to both the Administration and third parties during the execution or operation of the work, due to defects or technical insufficiencies in the project or due to material errors, omissions or breaches of legal or regulatory precepts that the contractor has incurred, attributable to the contractor, and the provisions of article 314 LCSP shall apply.

The contractor will also be obliged to compensate the University in the event of deviations in the budget for the execution of the work due to errors or omissions attributable to the project, with the compensation scale established in article 315 LCSP being applicable.

The reasons for termination of the contract will be those generally provided for in article 211 LCSP and those established specifically for the service contract in article 313 LCSP, as well as those established in these Terms of Reference, in clause 14 and in **section U of the Table of Characteristics**.



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Abandonment of the contract and its transfer without notice will also be causes for termination.
prior authorization from the contracting authority.

In the case of a UTE, when any of the members is included in the case of article 211 a) and b) LCSP, the Administration will be empowered to demand compliance with the contractual obligations of the rest of the companies that constitute the temporary union or agree to terminate the contract.

In cases where there are several causes for termination of the contract with different effects in terms of the economic consequences of the termination, the one that has appeared with priority in time must be attended to.

The termination of the contract will be agreed by the contracting body, ex officio or at the request of the contractor, following the procedure established in the implementing regulations of the LCSP and, if not, in accordance with the procedure detailed in article 109 et seq. of the RGLCAP within a period of eight months from the date of initiation of the termination procedure.

The application of the causes of termination and their effects will be in accordance with what is established, in general, in articles 212 and 213 of the LCSP and, in particular for service contracts, in article 313 thereof.

18. PREROGATIVES AND JURISDICTION

18.1 Prerogatives of the Contracting Authority.

Ignorance of the clauses of the contract in any of its terms, of the other contractual documents that form part of it and of the instructions or regulations that apply in the execution of the agreed thing, does not exempt the successful bidder from the obligation to comply with them.

The contracting authority has the prerogative to interpret this contract and resolve any doubts that arise regarding its fulfillment. It may also modify it, in accordance with the provisions of the articles 203 and following LCSP, and agree on its resolution, within the limits and subject to the requirements and effects indicated in this rule.

With a prior report from the Legal Office of the Rovira i Virgili University, the agreements issued by the contracting body in the exercise of its prerogatives of interpretation, modification and resolution, will put an end to the administrative process and will be immediately enforceable.

18.2 Remedies and jurisdiction regime

In the case of service contracts with an estimated value exceeding 100,000 euros:

They are subject to special appeal in matters of contracting, in accordance with article 44 of the LCSP, the tender announcements, specifications and contractual documents that establish the conditions that must govern the procurement; the procedural acts that decide directly or indirectly on the award, determine the impossibility of continuing the procedure or produce defenselessness or irreparable damage to legitimate rights or interests; the contract award agreements; and the modifications to the contract based on the breach of the provisions of the



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articles 204 and 205 of the LCSP, to understand that the modification should have been the subject of a new award.

This appeal is optional, is free for appellants, and may be filed in the places established in article 16.4 of Law 39/2015, of October 1, on the common administrative procedure of public administrations, in the registry of the contracting body or before the Catalan Court of Public Sector Contracts, prior to or alternatively to filing the contentious administrative appeal, in accordance with Law 29/1998, of June 13, regulating contentious administrative jurisdiction, and will be governed by the provisions of articles 44 and following of the LCSP and Royal Decree 814/2015, of September 11, which approves the Regulations of the special procedures for reviewing decisions in contractual matters and the organization of the Central Administrative Court of Contractual Appeals.

If the appeal submission letter is filed in a different registry than that of the contracting body or the Catalan Public Sector Contracts Court, the aforementioned Court must be notified immediately and as quickly as possible.

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

Against the acts adopted by the contracting authority in relation to the effects, modification and termination of this contract that are not subject to special appeal in matters of contracting, the corresponding ordinary administrative appeal shall be filed in accordance with the provisions of Law 26/2010, of August 3, on the legal and procedural regime of the public administrations of Catalonia, and Law 39/2015, of October 1, on the common administrative procedure of the public administrations; or the contentious administrative appeal, in accordance with the provisions of Law 29/1998, of July 13, regulating contentious administrative jurisdiction.

The agreements adopted by the contracting body in the exercise of the prerogatives of the Administration are subject to optional appeal for review, in accordance with the provisions of Law 26/2010, of August 3, on the legal and procedural regime of the public administrations of Catalonia, and the basic legislation of the common administrative procedure, or to contentious administrative appeal, in accordance with the provisions of Law 29/1998, of July 13, regulating contentious administrative jurisdiction.

In the case of service contracts with an estimated value of less than or equal to 100,000 euros:

The acts of preparation and award, and those adopted in relation to the effects, modification and termination of this contract, are subject to the corresponding ordinary administrative appeal, in accordance with the provisions of Law 26/2010, of August 3, on the legal and procedural regime of the public administrations of Catalonia, and Law 39/2015, of October 1, on the common administrative procedure of the public administrations, or to the contentious administrative appeal, in accordance with the provisions of Law 29/1998, of July 13, regulating contentious administrative jurisdiction.

The agreements adopted by the contracting body in the exercise of the prerogatives of the Administration are subject to optional appeal for review, in accordance with the provisions of Law 26/2010, of August 3, on the legal and procedural regime of public administrations. Catalonia, and the basic legislation of the common administrative procedure, or contentious appeal



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administrative, in accordance with the provisions of Law 29/1998, of July 13, regulating contentious administrative jurisdiction.

In procedures initiated at the request of an interested party for which nothing else is specifically established and which have as their object or refer to the claim of amounts, the exercise of administrative prerogatives or any other issue relating to the execution, consummation or termination of the contract, once the period foreseen for its resolution has elapsed without notification thereof, the interested party may consider their request dismissed due to administrative silence, without prejudice to the continuation of the obligation to resolve.

18.3 Arbitration

Without prejudice to the provisions of the previous clause, it may be agreed to submit to arbitration the solution of all or any of the disputes that may arise between the contracting authority and the contracting company(ies), provided that they concern matters of free disposition in accordance with law and, specifically, on the effects, compliance and termination of this contract, in accordance with the provisions of Law 60/2003, of 23 December, on Arbitration.

18.4 Precautionary measures.

Before filing a special appeal in matters of contracting, the persons entitled to file it may request the adoption of precautionary measures before the competent body for its resolution, in accordance with the provisions of article 49 of the LCSP and Royal Decree 814/2015, of September 11, already mentioned.

18.5 Disability scheme

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

DILIGENCE: These Terms of Reference, in accordance with the provisions of article 122.7 of the LCSP, have been examined by the Legal Office and meet the requirements that the current legislation regulating administrative contracts establishes for the open, simplified open and simplified open procedure. abbreviated service.

The Law Office technique

The rector,¹

1 Under the provisions of AGREEMENT GOV/40/2022, of March 8, which approves the Statute of the Rovira i Virgili University (DOGC 8623), and Decree 117/2022, of June 14, appointing Dr. Josep Pallarès Marzal as rector of the URV (DOGC 8690).