

**Fundació Institut Català d'Investigació Química**

**ADMINISTRATIVE CLAUSES FOR THE CONTRACT SUBJECT TO HARMONIZED REGULATION OF THE FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVISING AND DRAFTING FINALIST RESEARCH PROJECT PROPOSALS OF THE CATALAN INSTITUTE FOR CHEMICAL RESEARCH.**

**Lot No. 1: Finalist project proposal writing service**

**Lot No. 2: Advisory service for the preparation of proposals**

**EXP: 31-2025**

## **SUMMARY TABLE OF CHARACTERISTICS OF THE TENDER PROCEDURE**

### **ADMINISTRATIVE CLAUSES FOR THE CONTRACT SUBJECT TO HARMONIZED REGULATION OF THE FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVISING AND DRAFTING FINALIST RESEARCH PROJECT PROPOSALS OF THE CATALAN INSTITUTE FOR CHEMICAL RESEARCH.**

The purpose of these Technical Specifications is to describe the mandatory conditions and characteristics to which the execution of the Framework Agreement for assistance services for the advice and writing of proposals for finalist research projects of the Catalan Institute of Chemical Research must be adjusted, distributed in the following lots:

Lot No. 1: Finalist project proposal writing service.

Lot No. 2: Advisory service for the preparation of proposals.

With this contract, ICIQ aims to cover its need to obtain an advisory service and specialized assistance for the center's researchers in order to be able to participate in calls for finalist research projects.

A.- ESTIMATED MAXIMUM VALUE OF THE FRAMEWORK AGREEMENT: €990,000.00 (VAT NOT INCLUDED)

This value refers to the overall and maximum amount of the Framework Agreement taking into account its maximum duration, in the event that a possible extension is agreed.

<b>Concept</b>	<b>Estimated tender budget (excluding VAT) 1 year</b>	<b>Estimated Value (excluding VAT) in case of 2-year</b>	<b>TOTAL Estimated Value (excluding VAT)</b>
Lot 1: Assistance service for the advice and writing of proposals for finalist research projects	€300,000	€600,000	€900,000
Lot 2: Advisory services for the preparation of proposals	€30,000	€60,000	€90,000
Total amounts	€330,000	€660,000	€990,000

This amount has been calculated based on the forecast of the possible services to be contracted, the prices expected for each type of service (detailed in the PPT), as indicated below, and the contracts based on the estimates that will be concluded during the validity of the Framework Agreement. The Catalan Institute of Chemical Research is not obliged to contract a certain number or amount of services, but only those that are effectively necessary, without the successful bidder having the right to receive any compensation or indemnity for this reason.

Through this procedure, *the Catalan Institute of Chemical Research* will approve those companies/entrepreneurs/bidders that, complying with the requirements established in these Specifications and in the Technical Specifications, can perform the corresponding services in the lot, under the conditions provided for each of the lots .

**B.- DURATION OF THE FRAMEWORK AGREEMENT AND EXTENSION:**

- Initial duration: one (1) year, starting from the day following the date of signing the contract.
- Extension: The possibility of extending the framework agreement for a period of two (2) years is envisaged, extendable year by year.

**C.- DIVISION INTO LOTS: Yes.**

**IMPORTANT:** Bidders may submit bids for ONE, SEVERAL or ALL lots.

**D.- PLACE OF EXECUTION:** Institute of Chemical Research of Catalonia Foundation, Av. Països Catalans,16, 43.007 Tarragona .

**E.- PROVISIONAL GUARANTEE:** Not required.

**F.- FINAL GUARANTEE:** Not required by the Framework Agreement or by contracts based on the Framework Agreement. See clause 14.

**G.- GUARANTEE TERM OF CONTRACTS BASED ON THE FRAMEWORK AGREEMENT:** the duration of the contract.

**H.- ADMISSIBILITY OF VARIANTS AND IMPROVEMENTS:** No.

**I.- PRICE REVISION:** No.

**J.- CAPACITY AND SOLVENCY:** See conditions of these Terms and Conditions.

**K.- INSURANCE:** Professional liability insurance as established in the specifications.

**L.- PRESENTATION OF PROPOSALS:**

Deadline: August 25, 2025.

Deadline: until 12:00:00 hours

Through the Digital Envelope tool accessible at the following recruitment web address:

[https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&)

In the event of a technical failure that prevents the use of the Sobre Digital tool on the last day of presentation of proposals, the contracting authority will extend the deadline for the presentation of proposals for the time deemed essential, modifying the deadline for the presentation of offers.

**M.- OPENING OF ENVELOPE B CONTAINING THE PROPOSAL ASSESSABLE THROUGH THE APPLICATION OF QUANTIFIABLE CRITERIA USING AUTOMATIC FORMULAS:**

Place: By videoconference duly convened on the Electronic Public Procurement Platform of

the Generalitat de Catalunya indicating the link for public assistance.

Date: September 2, 2025 .  
Time: 12:00 hours

N.- ASSESSMENT CRITERIA FOR THE OFFERS: according to Annex No. 4 of this Schedule of Particular Administrative Clauses.

O.- ADVERTISING EXPENSES: There are none.

P.- MODIFICATIONS: No specific causes for contractual modification are foreseen.

Q.- INFORMATION AND QUESTION RESOLUTION SERVICE AVAILABLE TO BIDDERERS:

Doubts, queries and/or requests for information must be made in writing on the ICIQ's electronic public procurement platform no later than 5 days before the deadline for submitting bids.

The answers to the questions received will be published in the Contractor Profile of *the Catalan Institute of Chemical Research*, integrated into the Public Procurement Services Platform of the Generalitat de Catalunya, and will be binding.

In the event that *the Catalan Institute of Chemical Research* , within the framework of the tender, issues a clarification note specifying a modification, consideration, partial cancellation or any other additional information, this will prevail.

Likewise, interested parties are informed that information related to the status of the present procedure will be published on the contracting profile of *the Catalan Institute for Chemical Research* , including the pertinent clarifications and amendments, where applicable. Interested parties are advised to periodically consult the contracting profile of *the Catalan Institute for Chemical Research* in order to be informed of the status of the contracting procedure.

For problems in submitting offers in the digital tool, please contact:

Users of bidding companies (Specialized service hours from 9 a.m. to 6 p.m. Monday to Friday) [assistencia@atom.gencat.cat](mailto:assistencia@atom.gencat.cat) (Email subject: 'Code 31: PSCP') or Telephone: 900 82 82 82 (extension 31).

R.- SUBCONTRACTING: No.

S.- PRELIMINARY MARKET CONSULTATIONS: In the preparation of this contract, no preliminary market consultations have been carried out according to the provisions of article 115 LCSP.

T.- ADVERTISING: Contractor Profile. Accessible through the following web address: [https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&)

U. OTHER INFORMATION:

Contracts based on this framework agreement will be financed from budget item 227.0089: Other work carried out by natural or legal persons.

## SPECIFIC ADMINISTRATIVE CLAUSES

### FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR ADVISING AND DRAFTING FINALIST RESEARCH PROJECT PROPOSALS.

PROCEDURE: ORDINARY

PROCEDURE: OPEN

REGULATION: HARMONIZED

Contract  
code

Exp. 31-2025

Description  
Contract

FRAMEWORK AGREEMENT FOR  
ASSISTANCE SERVICES FOR ADVISING AND  
DRAFTING FINALIST RESEARCH PROJECT  
PROPOSALS

Lot No. 1: Finalist project proposal writing service. CPV CODE: 79000000-4 Services to companies: legislation, marketing, consultancy, personnel selection, printing and security.

Lot No. 2: Advisory service for the preparation of proposals. CPV CODE: 79000000-4 Services to companies: legislation, marketing, consultancy, personnel selection, printing and security.

## I. GENERAL PROVISIONS

### CLAUSE 1.- PURPOSE, PURPOSES OF THE FRAMEWORK AGREEMENT AND LEGAL REGIME

1.1. The purpose of these Terms of Reference is to describe the mandatory conditions and characteristics to which the execution of the Framework Agreement for the provision of assistance services for the advice and writing of proposals for finalist research projects of the Catalan Institute of Chemical Research must be adjusted, distributed in the following lots:

Lot No. 1: Proposal writing service for finalist projects.

Lot No. 2: Advisory service for the preparation of proposals.

Through this procedure, *the Catalan Institute of Chemical Research* will approve those companies/entrepreneurs that, by complying with the requirements established in this procedure, can provide the aforementioned services.

1.2 The purpose of this tender is the award, by the Catalan Institute of Chemical Research, of a framework agreement for the subsequent contracting of the aforementioned services, in accordance with the provisions of these Terms of Reference, the Technical Specifications (hereinafter, PPT) and the contracts based on the framework agreement.

*The Catalan Institute of Chemical Research* will contract the services that are necessary, the estimated value being a global and maximum amount, but in no case an amount obliged to be consumed by *the Catalan Institute of Chemical Research*.

1.3 The approved companies must have sufficient capacity to be able to provide the services arising from this tender and, in this sense, have the appropriate and sufficient means to be able to cover each of the needs of *the Catalan Institute of Chemical Research* for the execution of each contract based on the framework agreement.

1.4 For the execution of these services, those companies/entrepreneurs will be selected that, by complying with the requirements established in this procedure, can perform the services that are the subject of the contract.

The execution conditions will be specified in accordance with what is established in these Terms of Reference, the PPT and the contracts based on them.

*The Catalan Institute of Chemical Research* does not guarantee the award of a certain number of contracts based on. In the event that it needs to do so, *the Catalan Institute of Chemical Research* may award the provision of certain services to suppliers that have been approved. Participation in this procedure and the award of the framework agreement does not ensure or guarantee in favor of that approved supplier the signing of any contract based on in its favor, without this fact giving it the right to be indemnified, compensated or redressed.

Therefore, the non-awarding of any contract based on this will not entitle any company that has been approved to be compensated, redressed or indemnified.

1.5 The recipient of the services covered by this framework agreement is the *Catalan Institute for Chemical Research itself*, which will commission them, when required, from one of the approved companies in accordance with the procedure established in these Terms of Reference.

*The Catalan Institute for Chemical Research* will award contracts based on the procedure established in clause 25 of these Terms of Reference.

1.6 The framework agreement has the following purposes:

- Determine the services that *the Catalan Institute of Chemical Research* may contract under the protection of this Framework Agreement.
- Select the companies that can present themselves for each lot and that will be able to perform the services covered by this Framework Agreement.
- To establish the minimum technical conditions and economic conditions relating to the awarded companies that will carry out the services that are the subject of this framework agreement.
- To establish the general conditions for the award and execution of subsequent service contracts through procurement based on this framework agreement.

1.7 The framework agreement will comply with the content of these specifications, the clauses of which will be considered an integral part of the respective contract. It is also reported that the standard contracts regulate the obligations of the contractor, with an enunciative and non-limiting nature, such as, payment method, execution conditions, subcontracting, payment to subcontractors and suppliers, penalties, termination of the contract, etc. And that, therefore, they must be taken into consideration by the bidders.

1.8 The submission of proposals implies the unconditional acceptance by the bidders of the content of these Terms of Reference and of all the documentation that makes up this tender, without any exception or reservation.

Ignorance of this documentation in any of its terms and of other contractual documents of any kind that may be applicable in the execution of the agreed thing, will not exempt the awarded company from the obligation to comply with them.

1.9 The interpretation of the framework agreement and discrepancies regarding its application will be made taking into account, first of all, the specific administrative clauses and the technical specifications. In the event of a discrepancy between what is provided for in the Specific Administrative Clauses and the standard contract, what is indicated in the specifications and PPT will prevail.

In the event that these specifications are translated into other languages, in the event of any discrepancy, the Catalan version will prevail.

1.10 *The Catalan Institute for Chemical Research* is subject to the provisions of Law 9/2017, of 8 November, on Public Sector Contracts, which transposes Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council, of 26 February 2014 (hereinafter, "LCSP"), relating to harmonised procurement, which, as a contracting authority that does not have the character of Public Administration, are applicable to it.

In relation to any possible contractual modifications that may occur, the regime provided for in subsection 4 of Section 3 of Chapter I of Title I of Book Two of the LCSP will apply.

1.11 The framework agreement that is formalized is considered a private contract and is subject, in terms of its effects and termination, to private law, being governed by these Terms and Conditions, by the contract and attached documentation, and in all matters not provided for, by the applicable civil and commercial legislation.

1.12 To resolve any discrepancy that may arise from the preparation, award and contractual modifications, when the latter are based on the breach of the provisions of articles 204 and 205 of the LCSP, when it is understood that said modification should have been the subject of a new award, the parties will submit to the contentious-administrative jurisdictional order.

To resolve any disagreement that may arise in relation to the effects and termination of this contract, the parties will submit to the civil jurisdictional order.

## **CLAUSE 2.- ESTIMATED MAXIMUM VALUE OF THE FRAMEWORK AGREEMENT AND PRICE OF THE BASED CONTRACT**

2.1. The estimated maximum value of the Framework Agreement, in accordance with the criteria established in article 101 of the LCSP, has been calculated in an estimated manner taking into account the expenditure that could potentially be generated during the entire possible duration of the Framework Agreement, considering the total number of contracts foreseen during its term, including any form of eventual option and possible extensions.

Therefore, this maximum estimated value is purely indicative and non-binding, not assuming, in any case, an obligation to spend for *the Catalan Institute of Chemical Research* or that it is obliged to demand a certain amount of services, since it will be determined based on the contracts based on this framework agreement that are actually carried out. Only the services effectively performed by the successful tenderers in the contracts based on them will generate an obligation to pay.

Following these criteria, the maximum estimated value of the framework agreement that is set for its entire duration, including the possible extension, is that stated in section A of the

Summary Table of Characteristics of these specifications, an amount that does not include Value Added Tax (VAT).

2.2. The proposals submitted by the bidders will be understood to include, for all purposes, taxes of any kind levied on the service to be provided, with the exception of VAT.

The successful tenderer of a contract based on this will be entitled to receive the amounts corresponding to the services actually performed, in accordance with their offer and in the manner provided for in the corresponding contract, and which have been requested by *the Catalan Institute of Chemical Research*.

2.3. The award of the contracts based on this is conditional on confirmation of the existence of the relevant financial allocation, without the successful tenderer being able to claim any compensation in this regard.

2.4. In contracts based on this framework agreement, the price of the service will be determined based on the supplier's offer and that of the specific services to be performed and effectively provided. The discount of the economic offer of the contract based on this may in no case be lower than the discount initially offered by the company when participating in the framework agreement.

### **CLAUSE 3.- DURATION OF THE FRAMEWORK AGREEMENT AND BASED CONTRACTS**

#### **1. DURATION OF THE FRAMEWORK AGREEMENT**

The Framework Agreement will have an initial duration of one (1) year, starting from the day following the date of signing the contract.

The framework agreement may be extended, by express agreement of *the Catalan Institute of Chemical Research*, for a period of two (2) years, extendable year by year. The extension will be agreed by the contracting body of *the Catalan Institute of Chemical Research* and will be mandatory for the successful tenderers. To this end, *the Catalan Institute of Chemical Research* will notify the companies of the extension of the framework agreement TWO (2) MONTHS in advance of the end date of the initial term of validity of the framework agreement. The extension will be communicated by *the Catalan Institute of Chemical Research* in writing.

If the framework agreement cannot be extended with any of the companies initially included in the framework agreement, it will remain in force with the rest of the companies that formalize the extension.

Despite this maximum duration of the framework agreement, it will expire and end for all purposes at the moment in which the amount foreseen as the estimated maximum value is exhausted.

The termination of the validity of the framework agreement, either due to exhaustion of the amount of the estimated value or due to compliance with the term, will not prevent the continuation of the validity of the contracts based on the framework agreement, provided that these contracts based on it have been awarded before the termination of the framework agreement.

#### **2. DURATION OF BASED CONTRACTS**



Contracts based on the framework agreement may be awarded throughout its term.

The duration of contracts based on this framework agreement will be independent of the duration of the framework agreement and will be governed by what is established in the contract based on it regarding its duration.

The provisions of the framework agreement will govern all contracts awarded based on it.

**CLAUSE 4.- CONTRACTING FILE, FRAMEWORK AGREEMENT AWARD PROCEDURE, DOCUMENTATION THAT WILL BE PROVIDED TO BIDDERERS, MAXIMUM NUMBER OF COMPANIES THAT MAY BE SELECTED AND PERSON RESPONSIBLE FOR THE CONTRACT.**

The award of the framework agreement will be carried out through an open procedure, with ordinary processing (non-harmonized regulation) and in accordance with the provisions of these Terms of Reference.

MAXIMUM NUMBER OF COMPANIES THAT MAY BE SELECTED FOR THE FRAMEWORK AGREEMENT : The framework agreement will be awarded to those companies/entrepreneurs, in order, who present the offers with the best value for money as a whole in accordance with the award criteria of these specifications.

NECESSITY AND SUITABILITY OF THE CONTRACT : The conclusion of this framework agreement is necessary for the fulfillment and achievement of the purposes of *the Catalan Institute of Chemical Research* . In particular, the needs that are intended to be covered by this framework agreement are the services for the conservation and/or renovation of the ICIQ facilities, as is clear from the justification report.

*The Catalan Institute of Chemical Research* , in the exercise of its activity, requires the specified services. For this reason and in order to ensure the indicated service, *the Catalan Institute of Chemical Research* must establish the bases to approve a series of companies with expertise in the field that can perform these services.

DOCUMENTATION THAT WILL BE PROVIDED TO BIDDERERS : From the day of publication of the tender announcement, interested parties will be able to obtain the documentation that governs this tender (Tender Specifications) through the Contractor Profile of *the Catalan Institute of Chemical Research* located on the following website: [https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&).

The contractor profile of *the Catalan Institute of Chemical Research* is integrated into the Public Procurement Services Platform of the Generalitat de Catalunya on the website <https://contractaciopublica.gencat.cat/> in the section [https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&)

The contractual documentation includes the following documents:

- *Specific Administrative Clauses.*
- *Technical Specifications.*
- *Standard framework agreement, (Annex no. 5)*

All this documentation will be contractual in nature.

In accordance with article 138.3 of the LCSP, the contracting authority will provide all interested parties, 6 days before the end of the deadline for submitting offers, with additional information relating to the specifications and any other complementary documentation that they request, provided that it has been requested at least 7 days before the deadline for submitting offers.

**CONTRACT MANAGER:** Dr. Laura López Suárez , Head of the Projects Unit of *the Catalan Institute for Chemical Research* , is appointed as the person responsible for the framework agreement and the contracts based on it , who will be responsible for supervising the execution and adopting the decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed service, within the scope of the powers attributed to him and in accordance with the provisions of articles 237 to 246 of the LCSP.

The decisions and instructions adopted by the person responsible for the contract will be binding on the contractor.

Likewise, the successful tenderer must determine a direct interlocutor with whom the person responsible for the contract at *the Catalan Institute of Chemical Research* , or the person(s) to whom he/she delegates, can discuss aspects related to the execution of the contract.

**CONTRACTING AUTHORITY:** The contracting authority for this framework agreement is the Director of *the Catalan Institute for Chemical Research*.

## **CLAUSE 5.- ADVERTISING OF THE TENDER**

This tender will be published by means of an announcement in the Official Journal of the European Union (DOUE), as well as in the Contractor Profile of *the Catalan Institute for Chemical Research* , integrated into the Public Procurement Services Platform of the Generalitat de Catalunya, which can be accessed through the web address referenced in section T of the Summary of Characteristics Table.

The announcements will state the date the announcement was sent to the DOUE. The publication in the DOUE will precede any other publication in the terms established in the Directive.

## **II. SELECTION PROCEDURE FOR THE COMPANIES AWARDED TO THE FRAMEWORK AGREEMENT**

### **CLAUSE 6.- ABILITY TO CONTRACT AND ACCREDITATION OF THE REQUIRED SOLVENCY.**

6.1 The following individuals or legal entities, with the status of entrepreneur, Spanish or foreign, who have full capacity to act in accordance with the provisions of article 65 LCSP, and who are not subject to any of the cases of incapacity or prohibitions to *contract* that are included in article 71 of the aforementioned Law, and who prove sufficient economic, financial and technical or professional solvency established in these Terms of Reference, are qualified to contract with the Catalan Institute of Chemical Research. Likewise, their activity must be related to the object of the contract, as determined by their respective statutes or founding rules, and they must have an organization with sufficient elements for the due execution of the

contract. They must also have the business or professional qualification that, where applicable, is required for the performance of the activity or service that constitutes the object of the contract.

The requirements of capacity, solvency and absence of prohibitions on contracting must be met at the time of presentation of the offer and must be maintained until the time of award and formalization of the contract.

Natural or legal persons from states not belonging to the European Union must also comply with the requirements of article 68 of the LCSP.

*The Catalan Institute of Chemical Research* may contract with unions of entrepreneurs or groups that are temporarily constituted for this purpose. This participation will be instrumentalized, at the bidding stage, by providing a private document in which the will for joint competition is expressed, indicating the names and circumstances of those who constitute it, the participation of each of them, and designating a sole representative or attorney with sufficient powers to exercise the rights and comply with the obligations that arise from the contract until its termination, without prejudice to the existence of joint powers in other aspects, assuming the commitment to formally constitute themselves in the event of being awarded the contract. The unions or groups of entrepreneurs must prove their capacity and the solvency or classification required in these Terms of Reference in accordance with the legal and regulatory requirements in force. These entrepreneurs will be jointly and severally liable to *the Catalan Institute of Chemical Research*.

It will not be necessary to formalize the UTE in public deed until the award has been made in its favor.

6.2. In accordance with article 75 of the LCSP, the solvency necessary to enter into a contract may be proven based on the solvency and means 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 means and that the entity to which it is resorted is not subject to a prohibition on contracting.

However, with respect to academic and professional qualifications or professional experience, recourse may only be had to the capacities of other entities if they were to carry out the part of the subject matter of the contract for which these capacities are required. These third parties must prove their capacity, aptitude and solvency as required in these specifications.

When a company uses the capacities of other entities, it must demonstrate that it will have the necessary resources by presenting a written commitment from these entities to this effect. This commitment will be presented by the bidder who has submitted the best offer, after completing the request in accordance with the provisions of section 2 of article 150 of the LCSP, without prejudice to the provisions of section 3 of article 140 of the LCSP.

In the event that the bidding company uses the capacities of other companies to prove its economic and/or technical solvency, in accordance with the provisions of article 75.2 of the LCSP, or intends to subcontract, it must indicate this circumstance in the responsible declaration in accordance with the model contained in Annex no. 1 of these Terms of Reference referred to below and submit another separate declaration for each of the companies whose capacities it uses or which it intends to subcontract, duly signed. This may also be proven by means of the Single European Procurement Document (SEPC), Annex no. 1 referred to below, which must be submitted separately by each of the companies whose capacities it uses or which it intends to subcontract, duly signed.

In the event that recourse is made to the economic and financial solvency of other entities, it will be necessary for the bidder and the entities to which recourse is made to be jointly and severally liable for the execution of the contract and for them to individually prove the solvency they provide.

6.3. Notwithstanding what has been indicated in the previous paragraphs, bidders who, directly or through companies linked to them, have participated in the preparation of the technical specifications or the preparatory documents for the contract, if such participation could distort competition or cause restrictions on free competition or imply privileged treatment in relation to the rest of the bidding companies, may not participate in this tender. In any case, the rules set out in article 70 of the LCSP will be observed.

In the event that a bidding company, or a company linked to it, has participated in the preparation of the technical specifications or preparatory documents for the contract, it must expressly indicate this, specifying what its participation was, providing the corresponding responsible declaration in envelope A.

6.4. In relation to legal entities, only those services that are included within the purposes, object or scope of activity that are specific to them in accordance with their statutes or founding rules may be the subject of contract awarding.

6.5. Bidders who have fifty or more permanent workers must employ a number of workers with disabilities of no less than (2%) two percent of the total workforce, or comply with the alternative measures established in Royal Decree 364/2005, of April 8, or any regulation that replaces it.

#### 6.6. MINIMUM SOLVENCY CONDITIONS AND ACCREDITATION OF THE SAME:

Bidding companies must comply with the following solvency criteria. However, only the company or companies proposed as the successful tenderer must provide documentary evidence of compliance with these requirements. Without prejudice to this, the contracting entity may request from the tenderers, at any time prior to the award proposal, evidence of compliance with these requirements:

##### **A) Economic and financial solvency:**

- (i) Declaration on the overall turnover and, where applicable, on the turnover in the field of activities corresponding to the end of the contract, referring at most to the last three available financial years depending on the date of creation or start of the entrepreneur's activities, to the extent that references for this turnover are available. The overall turnover of the best year of the last three must be at least 1.5 times the estimated value of the contract . When the contract is divided into lots, this criterion will be applied to each of the lots depending on its amount in Euros.

It will be proven through the presentation of the global turnover of 3 years and the contribution of the last three financial years that have the definitive annual accounts (Balance sheet, profit and loss account, report) presented to the Commercial Registry or the corresponding official Registry .

If, for justified reasons, a company cannot provide the requested references, it may prove its economic and financial solvency through any other documentation considered sufficient by the contracting entity.

## **B) Technical or professional solvency:**

- (i) A list of the main services of the same or similar nature to those that are the subject of the contract carried out in the last three years, including the amount, dates and the recipient, public or private, of the same. These services or works will be accredited by means of certificates issued or endorsed by the competent body if the recipient is a public sector entity or, when the recipient is a private subject, by means of a certificate issued by the latter. In the absence of certificates, they may be accredited by means of a declaration by the employer.

Entrepreneurs must prove that they have executed, in the accumulated annual amount in the year of most execution, the amount is equal to or greater than 70% of the estimated value of the contract. or its average annual income if this is lower than the estimated value of the contract expressed in Euros.

It will be accredited through the presentation of the main services in the last 3 years.

Newly created companies – that is, those that are less than five years old – can prove their solvency by other means.

- (ii) Professional profile of the staff assigned to the contract (Assessed in envelope B)

In order to carry out the tasks assigned in the Specifications, it is required that the personnel of the awarded company assigned to the contract have the professional qualification and a minimum demonstrable experience, given that it will definitively affect the execution of the service. For this reason, it is required that the team assigned to the contract have personnel with at least the profile indicated in the Technical Specifications in each lot.

6.7. Non-EU foreign companies must also comply with the requirements established in article 68 of the LCSP.

6.8 The contracting entity may contract with business associations that are temporarily established for this purpose. This participation will be instrumentalized, at the bidding stage, by providing a private document stating the will to participate jointly, indicating the names and circumstances of those who constitute it, the participation of each of them, designating a sole representative or attorney with sufficient powers to exercise the rights and fulfill the obligations that arise from the contract until its termination, without prejudice to the existence of joint powers in other aspects, and assuming the commitment to formally establish themselves in the event that they are awarded the contract. Formalization in a public deed will not be necessary until the award has been made in their favor.

These entrepreneurs will be jointly and severally liable to the contracting entity.

It will not be necessary to formalize the UTE in public deed until the contract has been awarded in its favor.

6.9. The contracting authority shall take appropriate measures to ensure that the participation in the tender of companies that have previously participated in the preparation of the technical specifications or the preparatory documents for the contract, or have advised the contracting authority during the preparation of the procurement procedure, does not distort competition. In any case, the rules set out in Article 70 of the LCSP shall be observed.

In the event that a bidding company, or a company linked to it, has participated in the preparation of the technical specifications or preparatory documents for the contract, it must expressly indicate this, specifying what its participation was, providing the corresponding responsible declaration in envelope A.

6.10. Legal entities may only be awarded contracts when the services are included within the purposes, object or scope of activity that are specific to them in accordance with their statutes or founding rules.

6.11. Bidders who have fifty or more permanent workers must employ a number of workers with disabilities of no less than two (2%) percent of the total workforce, or comply with the alternative measures established in Royal Decree 364/2005, of April 8, or any regulation that replaces it.

## **CLAUSE 7.- BIDDER PROPOSALS: GENERAL RULES**

7.1. Each bidder may submit a single bid per lot in this procurement procedure, either individually or jointly with other companies .

The submission of more than one bid by a bidder, individually or jointly with other companies, will imply the non-admission and, therefore, the rejection of all proposals in which the offending bidder has submitted and exclusion from this bidding procedure.

The proposals will refer to all of the services covered by these Terms of Reference, and partial offers will not be accepted.

Proposals must be submitted before the deadline for submission established in section L of the Summary Table of these Terms of Reference and in the tender announcement.

Proposals submitted outside the deadline (day and time) established in the tender announcement and in these Terms of Reference will not be accepted under any circumstances.

7.2. Offers must be valid for six (6) months, counted from the date of the end of the period for submitting them. After this period, the bidders will have the right to withdraw their proposals with full indemnity by the parties, without any type of compensation or indemnity being requested.

After this period, or the higher period indicated by each bidder in their bid, without *the Catalan Institute for Chemical Research* having agreed to award the contract or otherwise resolve the bid, the bidders admitted to the bid will have the right to withdraw their bid, provided that they so request in writing to *the Catalan Institute for Chemical Research* . Bids that are not withdrawn will be understood as valid and binding for the bidder for all purposes provided for in these Terms of Reference.

7.3. Bidders must submit their proposals in accordance with the provisions of these Terms of Reference.

7.4. The simultaneous presentation of offers by related companies will entail the effects established in these Terms of Reference and in article 86 of Royal Decree 1098/2001, in relation to the application of the regime of offers with abnormal or disproportionate values.

7.5. Bidders may indicate which information in their proposal is confidential, without, in any case, being able to declare the financial offer as such. *The Catalan Institute of Chemical Research* will guarantee the confidentiality of the information expressly designated in this way, within the parameters of the law and provided that it does not affect the right to information that the other bidders have in accordance with the provisions of art. 133 of the LCSP.

## **CLAUSE 8.- FORMAT FOR PRESENTATION OF PROPOSALS AND ELECTRONIC MEANS OF COMMUNICATION: GENERAL RULES**

1. The proposals will consist of two (2) envelopes, indicating the tender and, where applicable, the lot to which they are bidding. Each envelope will state its contents, stated numerically.

Envelope A will contain the documentation proving the prerequisites referred to in article 140 of the LCSP, and Envelope B the documentation that can be assessed through the application of automatic formulas, the latter conforming to the model that appears as Annex No. 3 to these Terms and Conditions.

In the event that the contract is divided into lots, an Envelope A and B must be submitted for each lot.

Envelopes A cannot include any information that would allow the contents of Envelope B, relating to the financial proposal and other automatically evaluable technical documentation, to be known. Failure to comply with this obligation will result in exclusion from the tender.

2. Bidding companies must submit the documentation confirming their offers within the period indicated in the tender announcement, using the Digital Envelope tool accessible at the following procurement web address:

[https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&)

Once they access the Sobre Digital web tool through this link, bidding companies must fill out a form to register for the tool and will then receive a message, to the email address indicated in this registration form, activating the offer.

The electronic addresses that the bidding companies indicate in the registration form for the Digital Envelope tool, which will be used to send emails related to the use of the Digital Envelope tool, these addresses will be the ones that will be used to receive notifications and communications via e-NOTUM.

Bidding companies must keep the bid activation email, since the link contained in the activation message is the exclusive access they will have to present their bids through the Digital Envelope tool.

By accessing the bid submission website through this link provided, bidding companies must prepare all the required documentation and attach it in electronic format in the corresponding envelopes. Bidding companies can prepare and send this documentation in stages, before submitting the bid.

3. In order to start sending the documentation, the tool will require the bidding companies to enter a keyword for each envelope with encrypted documentation that is part of the tender (no keyword is required for envelope A, since the documentation is not encrypted). This keyword will be used to encrypt the documentation when the bids are sent.

Likewise, the decryption of the bid documents is carried out using the same password, which must be kept by the bidding companies. It is important to take into account the importance of properly safeguarding this or these keys (they can be the same for all envelopes or different for each one), since only the bidding companies have them (the Digital Envelope tool does not save or remember the passwords entered) and they are essential for decrypting the bids and, therefore, for accessing their content.

4. The Contracting Board will ask the bidding companies, via the email indicated in the registration form for the Sobre Digital tool offer, to access the Sobre Digital web tool to enter their keywords at the appropriate time.

When the bidding companies enter the keywords, the process of decrypting the documentation will begin, which will be stored in a secure virtual space that guarantees the inaccessibility of the documentation before, where applicable, the constitution of the Board and the opening of the envelopes, on the established date and time.

Bidding companies may be asked to enter the keyword 24 hours after the deadline for submitting bids has ended and, in any case, they must enter it within the established period before the opening of the first encrypted envelope.

5. Once all the documentation for the offer has been completed and the documents that make it up have been attached, the actual presentation of the offer will take place. From the moment the offer has been presented, the documentation submitted may no longer be modified.

In the event that any document submitted by the bidding companies is damaged, blank or illegible or is affected by a computer virus, the Procurement Committee will assess, depending on the documentation affected, the legal consequences regarding the participation of this company in the procedure, which may arise from the impossibility of accessing the content of any of the documents in the offer. In the event that these are essential documents to know or assess the offer, the Committee may decide to exclude the company.

Bidding companies may submit a backup copy of the electronic documents submitted on electronic physical support, which will be requested from the bidding companies if necessary, in order to be able to access the content of the documents in the event that they are damaged. In this regard, it is important to remember the importance of not manipulating these files in order not to vary their electronic fingerprint, which is what will be checked to ensure the coincidence of the documents in the backup copy, sent on electronic physical support, and those sent in the offer, through the Digital Envelope tool.

6. Furthermore, the acceptable electronic document formats are PDF and Excel.

7. Under no circumstances will bids from those persons who meet any of the circumstances set out in article 71 of the LCSP on prohibitions on contracting be accepted. Bids that are incomplete, anomalous, contain omissions, errors or amendments that do not allow their terms to be clearly known and, consequently, do not allow the conditions for assessing the bid to be clearly known or are misleading will be excluded from the contracting procedure.

8. The circumstances relating to capacity, solvency and absence of prohibitions to contract determined by applicable legislation must be present on the final date for submission of offers and subsist at the time of the contract's completion. Any change in these circumstances will imply the impossibility of formalizing the contract.



9. 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.

10. Communications and notifications made during the procurement 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 and Law 39/2015, of 1 October, on the common administrative procedure of public administrations. For these purposes, notices of the availability of notifications and communications will be sent to the email addresses and mobile phones that the companies have provided for this purpose. Once the email(s) and, in the event that mobile phones have also been provided, the SMS, indicating that the corresponding notification has been made available in e-NOTUM, must be accessed by the designated person(s), using 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.

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.

11. On the other hand, in order to receive all the information relating to this tender, companies that wish to do so and, in any case, 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 on the Public Procurement Services Platform of the Generalitat:

[https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&)

This subscription will allow you to receive immediate notification of any news, publication or notice related to this tender, to the email addresses of the subscribed persons.

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

## 12. Digital certificates.

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, which establishes 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".

## **CLAUSE 9.- BIDDER PROPOSALS: DOCUMENTATION**

### **ENVELOPE A**

**Title:** Documentation proving compliance with the prerequisites.

#### **CONTENT:**

"Envelope A" must contain the document(s) indicated below:

#### **9.1. Documentation proving compliance with the prerequisites**

##### **9.1.1. Single European Procurement Document (DEUC). Document with mandatory presentation in envelope A.**

The contracting authority will accept as preliminary proof of compliance with the conditions legally established for contracting with the public sector, as well as the capacity and solvency requirements established in these specifications, the Single European Procurement Document (SEPC), duly completed and updated .

Therefore, the bidding companies must present the DEUC through which they declare their capacity and economic, financial and technical solvency, in accordance with the minimum requirements required in these Terms of Reference; that they are not subject to any prohibition on contracting or, if they are, that they have adopted the measures to demonstrate their reliability in the cases that legally apply; and that they are up to date with the fulfillment of tax and Social Security obligations, as well as that they comply with the rest of the requirements established in these Terms of Reference.

Tendering companies can complete the DEUC form through the online service of the European Commission, through which the DEUC model corresponding to this tender can be imported, filled in, downloaded and printed for your presentation. The model of this Document can be downloaded at the following email address:

<https://espd.eop.bg/espd-web/filter?lang=es>

In this sense, Instruction 1/2016, of July 26, of the Plenary Session of the Consultative Board for Administrative Procurement of the Generalitat of Catalonia, on instructions for completing the European Single Procurement Document, attaches as an annex the standardised ESDC form in Catalan, which includes instructions to facilitate its completion, and, in particular, indications on the data that may appear in the RELI and/or the ROLECE.

You can also follow the instructions provided in the "*Resolution of April 6, 2016, of the General Directorate of State Heritage, approving the Recommendation of the Advisory Board on Administrative Procurement on the use of the Single European Procurement Document prior to the new Public Procurement Directive*".

The DEUC must be signed by the bidding company or, where applicable, by its legal representative.

Likewise, the bidding companies will indicate to the DEUC, if applicable, the information relating to the person or persons authorized to represent them in this tender.

Tendering companies that are registered on an official list of authorised economic operators must only provide in each part of the DEUC form the information not registered in these lists. Thus, companies registered in the Electronic Register of Tendering Companies (RELIC) of the Generalitat de Catalunya, or in the Official Register of Bidders and Classified Companies of the State (ROLECE), will indicate in the corresponding section of the DEUC that the information is in the corresponding Register. They are only required to indicate the information that is not registered in these registers, or that is not current or updated. In any case, these companies must indicate in the DEUC the necessary information that allows the contracting authority, where appropriate, to access the corresponding supporting documents or certificates.

#### **9.1.2. Technical solvency of the bidding company. Document with mandatory presentation in envelope A.**

It is required to indicate the number of proposals submitted by the bidding company in the last 3 years and the overall success rate in the following calls (or other calls in which the applicant has had outstanding activity):

- ERC Starting, Consolidator, Advanced calls.
- Calls for collaborative projects Pillar 1 Horizon Europe: ERC Synergy, MSCA-Doctoral Networks.
- Calls for collaborative projects Pillar 2 (clusters) and 3 (EIC) Horizon Europe: Cluster 1, 4-6, EIC Pathfinder (Open & Challenges), EIC Pathfinder Transition (Open & Challenges), etc.

It will be proven by means of a responsible declaration from the bidder. It will be assessed that the technical solvency in percentage of success is greater than 15% of the projects presented.

Specialties in relation to temporary unions of entrepreneurs:

- a. Each of the entrepreneurs must present the corresponding DEUC.
- b. It will be necessary to present the document accrediting the appointment of a sole representative or attorney with sufficient powers to exercise the rights and fulfill the obligations derived from the contract until its termination, as well as the indication of the names and circumstances of the entrepreneurs who sign it, the participation of each of them, and the commitment to formally constitute themselves as a Temporary Union, in the event of being awarded the contract.
- c. The provisional NIF assigned by the competent Administration may be incorporated. Only in the event that the union is awarded the contract, must its constitution be certified in a public deed and the definitively assigned NIF be provided.
- d. In the event that a provisional guarantee is required, the provisional guarantee may be provided by one or more of the companies participating in the union, provided that together

they reach the amount required in these Terms and Conditions, but in both cases the guarantee(s) must be jointly and severally provided by the companies that are to form the Temporary Union.

Other specialties:

- When the entrepreneur resorts to the solvency and resources of other entities or intends to subcontract, he must indicate this circumstance in the DEUC and present another separate DEUC for each of the companies whose capacity he resorts to or intends to subcontract, duly signed.
- When the specifications provide for the division of the subject matter of the contract into lots, if the economic and financial or technical or professional solvency requirements required vary from one lot to another, a responsible declaration will be provided for each lot or group of lots to which the same solvency requirements apply.

Specialties in relation to foreign companies:

Foreign companies will also submit a declaration of submission to the jurisdiction of Spanish courts and tribunals of any order, for all incidents that directly or indirectly arise from the contract, waiving, where appropriate, the foreign jurisdictional jurisdiction that may correspond to the bidder.

The contracting board or contracting body may require bidders to present all or part of the documents justifying compliance with the prior requirements established in article 140 of the LCSP and specified in these Terms of Reference, for the purposes of what is indicated in article 140.3 of the LCSP and, in any case, before awarding the contract.

Failure to provide this documentation within the required period or when the documentation provided does not prove that the bidder complies with all the capacity and solvency will be grounds for exclusion from this contracting procedure, with confiscation of the provisional guarantee provided, if any.

9.1.3. In the event that a company wishes to use the capabilities of other entities, it must provide a written commitment from said entities, in accordance with the provisions of article 75.2 of the LCSP.

9.1.4. It will also be necessary to provide a document proving that the provisional guarantee has been provided, if, in accordance with section G of the Characteristics Table, this has been required.

This guarantee will be responsible for maintaining the offers until the contract is completed and may be provided in one or more of the forms provided for in section 1 of article 108.

In the event that the contract is divided into lots, the provisional guarantee will be set based on the amount of the lots for which a bid has been submitted and not based on the amount of the total budget of the contract.

The provisional guarantee will be automatically extinguished if applicable and will be returned to the bidders immediately after the contract is completed.

9.1.5. In the event that several entrepreneurs participate grouped together in a temporary union, a commitment to constitute the temporary union will be provided, in accordance with the provisions of article 69.3 of the LCSP.

9.1.6. In the event that the contract is executed in Spain, foreign companies must provide a declaration of submission to the jurisdiction of Spanish courts and tribunals of any order, for all incidents that may directly or indirectly arise from the contract, waiving, where applicable, the foreign jurisdictional jurisdiction that may correspond to the bidder.

9.1.7. If applicable, a responsible declaration regarding the part or parts of the services that will be subcontracted and, if known, the names of the subcontractors.

## **ENVELOPE B**

**Title:** Economic offer and other automatically evaluable references. LOT NUMBER [x]

### **CONTENT:**

“Envelope B” must contain the document(s) indicated for each of the lots, according to the model that accompanies these specifications as Annex No. 3.

### **9.2. Economic offer and other automatically evaluable references.**

With regard to the offers, all types of expenses, fees or necessary taxes that arise due to the Contract and its correct execution will be considered included.

Failure to follow the bid model provided for in Annex No. 3 will result in the exclusion of the bidding company.

## **CLAUSE 10.- CRITERIA FOR THE AWARD OF THE FRAMEWORK AGREEMENT**

10.1. The proposals submitted and accepted will be studied, assessed and weighted in accordance with the award criteria established in Annex no. 4 of these Terms of Reference. The scoring formulas for the offers subject to automatic criteria are also explained in graphic form in the aforementioned annex.

The presentation of the proposal/offer by the bidder implies that it complies with the legal system and that it may be executed in its terms and in no case may this responsibility be affected or diminished by the fact that the offer has been evaluated or accepted by *the Catalan Institute of Chemical Research*.

All bidders who obtain the score of the award criteria for each lot will form part of the framework agreement and, therefore, will be approved.

The resolutions will be motivated and, unless the resolution of the contracting body is contradictory to the proposal of the Contracting Board or is based on different considerations, it will be understood that it adopts the reasons contained in the Board's proposal.

10.2. In this tender, it is not appropriate to assess allegedly abnormal or disproportionate offers, taking into account the type of products to be supplied and the dynamism that is intended to be obtained from the bidders to offer better offers for these products.

10.3. In cases of a tie in the scores obtained, the provisions of article 147.1 section a) LCSP will apply.

## **CLAUSE 11.- CONTRACTING BOARD**

The following members make up the Contracting Board:

President: Dr. Imma Escofet , Manager and Administrative Director.  
Secretary: Mr. Lluís Ballester, Head of the Purchasing and Contracting Unit .  
Members: Dr. Laura López Suárez , Head of the Projects Unit.  
Mr. Xavier Amorós, Technician of the Purchasing and Contracting Unit.  
Mr. Ezequiel Soldevila, Financial Manager.  
Ms. Sara Garcia, Legal Advice Representative.

When the Procurement Board is formed, its members will declare whether or not there are incompatibilities, as generally provided for in the LCSP. In the event of any incompatibility, the member of the Board affected by the incompatibility must leave it and, in such cases, the substitute member will be part of it or another member will be appointed to meet, if necessary, When the Procurement Board is formed, its members will declare whether or not there are incompatibilities, as generally provided for in the LCSP. In the event of any incompatibility, the member of the Board affected by the incompatibility must leave it and, in such cases, the substitute member will be part of it or another member will be appointed to meet, if necessary, Another member will be appointed who meets, if necessary, the experience and suitability requirements of the member who is incompatibly ineligible.

Likewise, the members of the Procurement Board and those other people who participate in any phase of the procurement procedure will declare:

That they are not involved in any apparent, potential or real conflict of interest linked to this public procurement procedure and that if during the course of the procurement procedure a possible situation of conflict of interest arises in which they are involved, they would communicate it immediately.

That they are aware of the provisions of the current regulations on conflicts of interest, in particular, those set out in article 61 of Regulation (EU, EURATOM) No. 1046/2018, on the financial rules applicable to the general budget of the Union; and article 64.2 of Law 9/2017, of November 8, on Public Sector Contracts; as well as those set out in the Code of Principles and Recommended Conduct in Public Procurement approved by the Government of the Generalitat of Catalonia on July 1, 2014.

That they will treat as confidential all matters of which they have knowledge by virtue of the functions they carry out within the framework of this public procurement procedure and will not make any improper use of this information, which they will only use to evaluate the offers.

That they have not carried out or will carry out any type of management from which a competitive advantage may be derived in the award of the contract with respect to potential offers or offers already submitted.

They are warned that, in the event of non-disclosure of a conflict of interest or falsity in this declaration, 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 so requires,

the contracting authority will inform the Anti-Fraud Office of Catalonia or the control and auditing bodies that are competent for the matter.

## **CLAUSE 12.- OPENING AND EXAMINATION OF THE OFFERS**

12.1. Once the deadline established in these Terms of Reference and in the announcement for the submission of bids has expired, Envelope A of the bids received within the indicated deadline will be opened, in order to verify that they contain the required documentation and to proceed to qualify the formal validity thereof.

The contracting board may require bidders to submit all or part of the documents proving their suitability, capacity and solvency for the purposes of verifying any point of the DEUC when necessary to guarantee the proper development thereof. The deadline for providing the required documentation will be five (5) calendar days from receipt of the request.

12.2. Subsequently, and if applicable, the bidders will be notified by a means that guarantees notification of the existence of defects or omissions that can be corrected, setting a deadline for the bidders to submit the appropriate correction. This deadline may not in any case exceed three (3) business days, counting from the date of said notification.

Defects consisting of the lack of the required requirements will be considered non-remediable, and those referring to the mere lack of accreditation of the same will be considered remediable. The decisive moment to assess the concurrence of the capacity and solvency requirements required to contract will be the end of the deadline for submitting proposals.

Those bidders who have irremediable defects or have not mentioned the defects within the given deadline will be disqualified and excluded from the bidding procedure.

In addition, the Contracting Board may request clarification from the bidder on the certificates and documents presented or require the presentation of other complementary documents, which must be completed before the Contracting Board within a period of five (5) calendar days.

12.3. Failure to present any of the documents that must be included in the administrative documentation (envelope A) will be cause for exclusion from the tender procedure, unless it is considered amendable by the Contracting Board and the amendment is made within the period granted.

Proposals that correspond to entrepreneurs excluded from the tender will be excluded from the award procedure and the envelope containing them will not be opened.

Likewise, as indicated in these Terms of Reference, proposals that present data in envelope A that allows us to know the content of envelope B and those that do not comply with the bases explained in these Terms of Reference and documentation that make up the tender will be excluded from the tender.

12.4. Subsequently, the bidders will be notified of the date of opening of Envelopes B, which contain the documentation that can be evaluated based on automatic formulas. This date will also be made known through the Contractor Profile. The opening of Envelope B will be held in a public event.

Proposals that correspond to entrepreneurs excluded from the tender will be excluded from the award procedure and the envelopes containing them will not be opened.

Before the opening of the first proposal, the bidders present will be invited to express any doubts they may have or request any explanations they deem necessary, with the Procurement Committee providing the necessary clarifications and responses, but without the Committee being able to take charge of documents that have not been delivered during the period for accepting offers, or for correcting or amending defects or omissions.

The minutes drawn up will contain documentary evidence of all the actions taken.

12.5. The Contracting Committee, with the reports it deems appropriate to request, will study, evaluate and weigh the offers contained in Envelope B, in accordance with the award criteria applicable through automatic formulas indicated in these Terms of Reference.

The Contracting Board may request from the bidders the presentation of additional information that, for clarification purposes, it deems necessary in relation to envelopes B, and which must be presented to the Contracting Board within the period granted for this purpose, which may not exceed five (5) calendar days.

12.6. Once the bids have been evaluated, and after excluding those that do not meet the requirements of the Specifications, the Procurement Committee will propose the classification in descending order of score and will formulate the award proposal, which it will submit to the contracting body.

To formulate said classification proposal, technical reports deemed relevant may be requested.

12.7. Once the proposal of the Board has been accepted by the contracting body, the corresponding services will require the bidders proposed in each lot, in accordance with the provisions of article 145 of the LCSP, to provide the following documentation within a period of ten (10) business days from the day following that in which the request was received:

➤ **In case the company is not registered in ROLECE or RELIC:**

**(i) Documentation proving personality and capacity:**

a) For individuals (individual entrepreneurs and professionals), it will be mandatory to present the national identity document (DNI), or a document that replaces it, and the tax identification number (NIF), in case it does not appear on the aforementioned DNI.

b) For legal entities, it will be mandatory to present the CIF and the articles of incorporation, modification and adaptation of the statutes, where applicable, duly registered in the Commercial Registry, when this requirement is required in accordance with the commercial legislation that applies to it. When this registration is not required, accreditation will be carried out by providing the deed or document of incorporation, modification, statutes or founding act, which contain the regulations governing the activity of the company, registered, where applicable, in the corresponding official Registry.

c) If the entrepreneur acts through a representative or is a legal person, it is necessary to provide:

c.1.) Public document of power of attorney, duly registered in the corresponding public registry.

c.2.) DNI and NIF of the representative and the signatory of the financial proposal.



d) The capacity to operate of non-Spanish companies from Member States of the European Community, or signatories to the Agreement on the European Economic Area, must be proven by registration in the appropriate registers in accordance with the legislation of the State in which they are established, or by presenting a sworn declaration, or a certification in the terms established by regulation, in accordance with the applicable Community provisions.

e) The capacity to operate of foreign companies not included in the previous section must be proven by observing the rules set forth in article 68 of the LCSP.

f) As previously mentioned, tenders may be submitted by unions or groups of companies that are temporarily established for this purpose, without the need to formalize them in a public deed until the award has been made in their favor. These companies will be jointly and severally liable to the contracting entity.

In these cases, both natural and legal persons, each of its components will accredit their capacity, personality and representation, being mandatory to indicate in a separate document the names and circumstances of those who sign it, the percentage of participation of each of them and they must appoint a representative or attorney-in-fact with sufficient powers to exercise the rights and comply with the obligations arising from the Contract until its termination.

The bidder who is part of a group or union of entrepreneurs that is temporarily constituted may not participate individually in the same procedure or appear in more than one group or union of entrepreneurs.

In the event that all or part of the related documentation has already been delivered to the contracting entity and has not been subject to any modification or update, being therefore fully valid, the bidder will not need to provide it again, as long as it is accompanied by a duly completed and under its responsibility certification on the validity of the aforementioned documentation, according to the model in Annex No. 2.

(ii) Documentation proving economic and financial and professional or technical solvency : in accordance with the provisions of clause 6 of these Terms of Reference.

(iii) If required, proof of the establishment of the final guarantee . Companies awarded the Framework Agreement are exempted from the obligation to establish a final guarantee.

(iv) Other documentation:

a) Registration for the Economic Activities Tax, in the section corresponding to the object of the contract, and last receipt, provided that activities subject to and not exempt from said Tax are carried out.

However, in the event that the selected company is in any of the cases of exemption from this tax included in article 82 of Royal Legislative Decree 2/2004, of March 5, which approves the Consolidated Text of the Law regulating local taxes, it will provide a responsible declaration that must specify the legal case of exemption and the declaration document to the tax payers' register.

b) Specific certificate of being up to date with tax obligations issued by the Tax Administration, for the purposes of article 43 of Law 58/2003, of December 17, General Tax Law.

c) Positive certificate issued by the Generalitat de Catalunya proving the absence of tax debts with the aforementioned Administration.

d) Positive certificate, issued by the competent body, of being up to date in fulfilling obligations with Social Security.

e) In the case of resorting to the integration of solvency through external means, contribution of the commitment referred to in article 75.2 of the LCSP.

f) Commitment to assign resources referred to in article 76.2 of the LCSP.

➤ **In case the company is registered in ROLECE or RELIC:**

(i) Document proving registration in ROLECE or RELI and certification of the validity of the data contained therein. If any of the information referred to in the previous section is not contained in RELI, it must be provided separately.

(ii) In the case of resorting to the integration of solvency through external means, contribution of the commitment referred to in article 75.2 of the LCSP.

(iii) Commitment to assign means referred to in article 76.2 of the LCSP.

(iv) If required, proof of the establishment of the final guarantee. Companies awarded the Framework Agreement are exempted from the obligation to establish a final guarantee. This exemption does not include contracts based on this Framework Agreement.

If the requirement is not complied with within the specified period, it will be understood that the bidder has withdrawn its bid, and the amount of 3% of the base bid budget, excluding VAT, will be demanded as a penalty, which will be paid, first, against the provisional guarantee, if one has been constituted.

In this case, the same documentation will be requested from the next bidder, in accordance with the order in which the bids have been classified.

### **III. AWARD AND FORMALIZATION OF THE FRAMEWORK AGREEMENT**

#### **CLAUSE 13.- AWARD OF THE FRAMEWORK AGREEMENT**

13.1. The Contracting Authority must award the framework agreement within five (5) working days following the end of the period for receipt of the documentation.

The tender cannot be declared ineffective when there is an offer or proposal that is admissible in accordance with the criteria contained in these Terms of Reference.

13.2. The award decision of the framework agreement must be motivated with reference to the award criteria of these Terms of Reference, must specify the reasons for rejecting a candidacy or offer and the characteristics and advantages of the selected offer, incorporating the indication of the total and partial scores obtained by all admitted companies, in each of the award criteria, and will be notified to the bidders. It will be sufficient motivation if the

contracting body accepts and assumes the award proposal formulated by the Contracting Board in the award resolution.

Likewise, the award resolution will indicate the period within which the contract must be formalized.

If there is no proposal that is admissible in accordance with the award criteria of these Terms of Reference, the procedure will be declared void.

13.3. The proposals submitted, both those declared admitted and those excluded without opening, will be archived.

Likewise, the contracting authority may nullify the contracting procedure when factual or legal circumstances arise that, in a logical and reasonable manner, impose the prevalence of the public interest in view of the needs that the contract seeks to satisfy, and may also desist or renounce the award procedure for reasons of public interest duly substantiated in the file.

13.4. If the contracting body departs from the award proposal formulated by the Contracting Board, it will be required to justify the reasons in the resolution.

13.5. Once the deadlines set out in article 158 of the LCSP for the award of the framework agreement have elapsed without the award agreement having been issued, the bidders will have the right to withdraw their proposal, without the right to any type of compensation. However, the contracting authority may request the bidders to maintain their offer for a longer period, after communication and publication in the Contracting Party Profile, maintaining the tender with those bidders who accept the extension.

#### **CLAUSE 14.- FINAL GUARANTEE**

Given that the award of this Framework Agreement only entails the expectation of selecting the companies that must be awarded the different contracts based on it, the companies awarded the Framework Agreement are exempted from the obligation to constitute a final guarantee.

This exemption also includes contracts based on this Framework Agreement, where the requirement of a final guarantee corresponding to 5% of the award amount of the contract based on it will not be necessary, taking into account the nature of the services to be contracted and given that the technical and economic solvency of each of the approved bidders will be reviewed.

#### **CLAUSE 15.- FORMALIZATION AND IMPROVEMENT OF THE FRAMEWORK AGREEMENT**

In accordance with the provisions of article 153.3 of the LCSP, the Framework Agreement may not be formalized before fifteen (15) business days have passed since the notification of the award was sent to the bidders.

In this sense, *the Catalan Institute of Chemical Research* will require the awarded companies to formalize the Framework Agreement within a period not exceeding five (5) days from the day following the day on which it requires them to formalize it, once the period of fifteen (15) working days referred to in the previous paragraph has elapsed, without an appeal having

been filed. The same procedure will be followed when the body competent to resolve the appeal has lifted the suspension, if applicable.

The framework agreement must be formalized at the headquarters of *the Catalan Institute of Chemical Research* in writing or sent by courier, using a private document, according to the model attached to these Terms and Conditions. The framework agreement will be perfected upon its formalization.

The successful bidder may request that the contract be converted into a public deed, with the corresponding expenses being borne by the successful bidder.

In the event that the framework agreement is not formalized for reasons attributable to the successful bidder, *the Catalan Institute for Chemical Research* will be authorized to request from the successful bidder all damages and losses caused, which will be made effective in the first place against the definitive guarantee, if one had been constituted. In this case, the framework agreement will be awarded to the next bidder in the order in which the offers have been classified, upon presentation of the pertinent documentation.

Within a period not exceeding thirty (30) days from the signing of the framework agreement, *the Catalan Institute for Chemical Research* will send the announcement to the Official Journal of the European Union so that the aforementioned formalization can be published. *The Catalan Institute for Chemical Research* will also publish the formalization of the framework agreement on the contractor profile.

The refinement of contracts based on the framework agreement will be carried out through the award of the corresponding contracts, which will have the purpose of specifying the object of the based procurement as well as, where appropriate, establishing particular execution conditions.

*The Catalan Institute of Chemical Research* will not require the formalization of the contract based on writing, in accordance with the provisions of article 153.1 of the LCSP. Therefore, the contract will be understood to be perfected with the award of the contract based on.

#### **IV. RIGHTS AND OBLIGATIONS OF THE PARTIES DERIVED FROM THE FRAMEWORK AGREEMENT**

##### **CLAUSE 16.- DESIGNATION OF PERSONS RESPONSIBLE BY COMPANIES**

The awarded companies must identify the person who, on behalf of the company, acts as the contact person for the relations and resolution of incidents that may arise from the execution of this Framework Agreement.

##### **CLAUSE 17.- MODIFICATION OF THE FRAMEWORK AGREEMENT**

1. In relation to any possible contractual modifications that may occur, the regime provided for in subsection 4 of Section 3 of Chapter I of Title I of the LCSP will apply, depending on whether or not specific causes for modification have been provided for. The framework agreement may be modified for the legally provided for causes, as well as for those provided for in these Terms and Conditions.

2. The causes that may give rise to the conditions for generating a modification of the framework agreement are the following:

**Subjective:**

- A. Total or partial succession of the initial contractor resulting from a business restructuring, complying with the requirements and conditions established in article 98 of the LCSP and provided that this does not imply other substantial modifications to the contract, nor is it intended to circumvent the application of the Directive.
- B. Replacement of the initial contractor as a result of the assignment of the Contract to a third party, in the terms established in article 214 of the LCSP. In this case, the prior and express authorization of the Contracting Authority will be required for the assignment of the Contract and that the assignee has full capacity to contract with the public sector, has the solvency required in the Specifications and is not in cases of incapacity or prohibitions to contract with the public sector determined by current legislation. The assignee of the contract will be subrogated in all rights and obligations that corresponded to the assignor.

**Objectives:**

The planned modifications are linked to the need to add services not initially planned and must be carried out in accordance with the conditions, scope and limits indicated below:

- In accordance with article 204 LCSP, a modification of 20% of the initial price of the contract is established, which in no case will entail an alteration of the essential conditions of the contract, and will occur in the event of an increase in demand, derived from the growth in the activity carried out by the Institute, which requires an increase in the amount and number of orders in order to fulfill its research and investigation tasks.
- The Contracting Authority, on its own initiative or at the request of the successful tenderer, may include new goods of the type awarded or similar to it, when there are reasons of public interest or new technology or configuration with respect to those awarded, the marketing of which has begun after the deadline for submission of offers, and provided that the price does not exceed 10% of the initial award price.

3. The procedure for amending the framework agreement will be:

- Supporting report from the person responsible for the contract stating the need to proceed with the modification of the contract.
- Legal Report from the Procurement Department stating, where applicable, its origin.
- Hearing procedure for the contractor for a period of ten (10) working days and appearance in which he states that he has been informed of the scope of these new works.
- Approval of the modification and award by the competent Contracting Body.
- Readjustment of the final guarantee.

4. The modifications that are approved will be binding on the contractor. Consequently, the successful tenderer accepts any modification of the contract proposed by the contracting

authority that complies with the provisions of these Terms of Reference or the Contract and undertakes to execute it once the corresponding agreement is adopted.

There will be no limitation on the modification of the contract downwards. In the event that the modifications downwards exceed twenty percent (20%) of the award amount, the successful tenderer may request the termination of the contract and the settlement of the work carried out, without being entitled to any other type of compensation or payment for lost profits.

## **CLAUSE 18.- DATA PROTECTION**

1. In compliance with the provisions of the General Data Protection Regulation 679/2016 of the European Union, which regulates, in its articles 13 and 14, the right to information in the collection of personal data, the following points are noted:
  - a. The documentation required to bid in this procedure that contains personal data is necessary for participation in it.
  - b. In relation to the documentation presented by the bidders that contains personal data of natural persons (workers, technical staff, collaborators, etc.), the bidder guarantees that it has previously obtained the consent of the interested/affected persons to provide the aforementioned information to *the Catalan Institute of Chemical Research* for the purpose of bidding in this procedure.
  - c. The documentation submitted by the bidders that contains personal data will be deposited at the offices of *the Catalan Institute for Chemical Research*, located at Avinguda del Països Catalans, 16, 43007 Tarragona and will be processed by *the Catalan Institute for Chemical Research* for the qualification, assessment and comparison of the bidders' proposals and to comply with the purposes established in the public procurement regulations that apply to *the Catalan Institute for Chemical Research*. The recipients of this information will be *the Catalan Institute for Chemical Research itself*, if applicable, as well as those third parties that carry out inspection tasks or those third parties that, in the execution of the contract, necessarily have to access it.
  - d. The presentation of the offer and the requested documentation implies that the bidder authorizes *the Catalan Institute of Chemical Research* to process the aforementioned documentation and information in the terms informed and, in the event that it is awarded the contract, within the framework of the execution of the contract.
  - e. Interested/affected parties may exercise their rights of access, rectification, cancellation and opposition or any other rights they may have, by writing to *the Catalan Institute of Chemical Research*, as the entity responsible for the processing, at the address indicated in letter c) above, attaching a copy of the National Identity Document or other Official Document that proves the identity of the person exercising the right.
  - f. The processed data will be kept as long as the relationship is maintained and, once it has ended, during the legally established periods of conservation and limitation of liability.
2. The successful bidder undertakes to comply with all that is established in the General Data Protection Regulation, in relation to the personal data to which it has access during the term of this contract.

The documentation or information that emerges or to which the successful tenderer has access on the occasion of the performance of the obligations arising from the contract, which corresponds to *the Catalan Institute of Chemical Research* as responsible for the personal data file, is confidential and may not be the subject of total or partial reproduction by any means or support, nor may it be processed or edited electronically, nor transmitted to third parties outside the strict scope of the direct execution of the contract, not even among the rest of the personnel that the successful tenderer has or may have.

The successful bidder, as the person responsible for processing the personal data that is the responsibility of *the Catalan Institute of Chemical Research* as the person responsible for the file and processing thereof, undertakes to use them for the sole and exclusive purpose of providing the services entrusted.

The successful bidder undertakes, in accordance with the provisions of the RGD, to process personal data only in accordance with the instructions of *the Catalan Institute for Chemical Research*, for the strict execution of the contract; not to apply or use personal data that come from files owned by *the Catalan Institute for Chemical Research* for a purpose other than that established in the contract and not to communicate or transfer them, not even for their conservation, to other people.

The successful bidder undertakes, in accordance with the provisions of the RGD, to delete or return the personal data and the media or documents containing the personal data obtained as a result of the execution of the contract without keeping any copy of it and without any external person having access to the data, unless it has express authorization from *the Catalan Institute of Chemical Research*.

In accordance with the provisions of the GDPR, the successful tenderer undertakes to adopt sufficient and necessary measures to guarantee the confidentiality, integrity and availability, in accordance with the nature of the data processed, of a technical and organisational nature that guarantee the security of the personal data to which it has access due to the contract and prevent its alteration, loss, treatment or unauthorised access, given the state of the technology, the nature of the stored data and the risks to which they are exposed, whether they come from human action or the physical or natural environment.

The successful bidder and its employees undertake to maintain strict secrecy and confidentiality of all information and personal data to which they have access and to comply with all technical and organizational measures established to guarantee the confidentiality and integrity of the information and personal data. These obligations will subsist, even after the termination and expiration of this contract.

## **CLAUSE 19.- PROCESSING OF PERSONAL DATA: OBLIGATIONS DERIVING FROM THIS PROCESSING**

The successful tenderer will be obliged to respect the current regulations on data protection and, in particular, 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 (hereinafter, GDPR) and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter, LOPDgdd) and any regulations that develop it, the successful tenderer being subject to these regulations.

This obligation, in accordance with the provisions of article 202.1 of the LCSP, is established as a special condition for the execution of the contract, also having the character of an

essential contractual obligation, the breach of which will be considered a breach of a main obligation of the contract, being cause for its termination.

## **CLAUSE 20.- CONFIDENTIALITY**

The awardees of the framework agreement and their collaborators will be obliged to respect the confidential nature of all information to which they have access for the execution of the contract when so indicated in the contract, or when so indicated by the entity, or when by its very nature it must be treated as such. This duty of confidentiality will be maintained throughout the term of execution of the works, and once they have been completed and delivered, for the following five (5) years.

## **CLAUSE 21. ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING**

21.1. Approved companies may not subcontract to third parties the partial performance of contracts based on compliance with the requirements established in the LCSP and in these specifications.

21.2. The assignment of the rights and obligations arising from the contract in favor of a third party is prohibited. The assignment of the contract may be carried out as long as the requirements established in article 214.2 of the LCSP are met.

## **CLAUSE 22.- COMPLIANCE WITH ETHICAL PRINCIPLES AND RULES OF CONDUCT BY CONTRACTORS**

In accordance with the provisions of article 55.5 of Law 19/2014, of December 29, on transparency, access to public information and good governance, contractors must comply with the ethical principles and rules of conduct determined below:

- Adopt ethically exemplary conduct, refrain from encouraging, proposing, promoting or carrying out any type of corrupt practice, both in relation to what the Penal Code refers to as corruption and also in relation to ethically reprehensible actions. Likewise, they must inform the competent bodies of any manifestation of these practices that, in their opinion, are present or may affect the procedure or the contractual relationship and not carry out any other action that may violate the principles of equal opportunities and free competition.
- Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services covered by the contract.
- Not to carry out actions that put the public interest at risk in relation to the scope of the contract or the contracted services.
- Report, during the execution of the contract, any irregular situations that may arise in the contracting process.
- Immediately communicate to the contracting authority any possible situations of conflict of interest, understood as any situation where members of the staff of the contracting authority or of a contracting service provider acting on behalf of the contracting authority who participate in the development of the procurement procedure or may influence the outcome of this procedure have, directly or indirectly, a financial, economic or personal interest which could appear to compromise their impartiality and independence in the context of the procurement procedure . And also take into account the provisions contained in Directive 2014/24/EU regarding the conflict of interest.



- Do not request, directly or indirectly, that a public official or employee influence the award, continuation or maintenance of the contract in the interest of oneself or third parties.
- Not offer or provide personal or material advantages to public officials or employees, either for themselves or for third parties, regardless of the personal or professional ties they may or may not have, or to people who participate in or who may influence the contracting procedures.
- Respect the principles of free market and competitive competition and refrain from engaging in conduct that has the purpose or may have the effect of preventing, restricting or distorting competition, such as, for example, collusive or fraudulent competition behavior (shelter bids, elimination of bids, allocation of markets, rotation of bids, etc.). Likewise, report any act or conduct aimed at those purposes and related to the tender or contract of which you have knowledge.
- Do not use confidential information, known through the bidding process or the execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any kind in one's own interest.
- Not attempt to unduly influence the decision-making process of the contracting authority, obtain confidential information that may confer undue advantages on it in the procurement procedure or negligently provide misleading information that may have a significant influence on decisions relating to exclusion, selection or award.
- Collaborate with the contracting authority in the actions it carries out to monitor and/or evaluate compliance with the contract, particularly by providing the information requested for these purposes.
- Comply with the obligations to provide information that transparency legislation and public sector contracts impose on the awardees, 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.
- Report any acts of which you are aware that may constitute a breach of the above obligations.

## **CLAUSE 23.- RESPONSIBILITY IN EXECUTION AND PENALTIES**

1. The successful tenderer must compensate the contracting entity or its dependent personnel for damages and compensate it for damages arising from intent or negligence in the fulfillment of the obligations resulting from the award. It will also be liable for damages and losses caused to third parties during the execution of the contract.

2. In cases of non-compliance or defective compliance with the obligations assumed by the successful tenderer, the contracting entity may terminate the contract or compel it to comply with it.

3. Failure to comply or defective compliance with contractual obligations will result in the imposition of penalties. The classification of faults for the purposes of this contract is described below:

### Mild :

- ✓ Lack of collaboration with the contracting entity's staff.
- ✓ Failure to partially execute the services defined in the contract, which does not constitute serious misconduct.
- ✓ Not notifying the contracting entity of the incorporation of new personnel or if changes occur.

- ✓ Non-compliance with regulations on Occupational Risk Prevention, classified as minor by their specific regulations.

Serious:

- ✓ Resistance to the requirements made by the contracting entity, or their non-observance.
- ✓ Failure to partially execute the services defined in the contract, which does not constitute a very serious misconduct.
- ✓ Not having replacement staff for a certain service.
- ✓ Working a longer work day than permitted by the employer, and in the event that this happens by chance, not informing the contracting entity.
- ✓ Allowing, by action or omission, access to the contracting entity's premises to persons unrelated to the contracted service.
- ✓ Failure to deliver, in a timely manner, all the information regarding the provision of the service that has been requested by the contracting entity.
- ✓ Recidivism in the commission of minor offenses.
- ✓ Lack of service coverage for a period of time, due to lack of replacement personnel or other causes, as long as it is not a very serious breach.
- ✓ Failure to comply, which does not constitute a very serious offense, with the obligations arising from the general regulations on the prevention of occupational risks, and in particular, those of the health and safety plan in the services, qualified as Serious by their specific regulations.

Very serious:

- ✓ Failure to provide the service, whether due to abandonment or other causes.
- ✓ Passivity, neglect and indifference in carrying out the service.
- ✓ Resistance to the requirements made by the contracting entity, or failure to comply with them, when it causes very serious damage to the execution of the contract.
- ✓ The use of work systems, elements, materials, machinery or personnel other than those provided for in the Specifications and in the tenderer's offers, where applicable, when it causes very serious damage.
- ✓ Not making personnel available for the execution of the minimum services established.
- ✓ Very serious breach of the requirements relating to subcontracting, if applicable.
- ✓ Falsification of the services stated by the successful bidder on the invoice.
- ✓ Recidivism in serious offenses.
- ✓ Incorporating personnel without any knowledge of their obligations or prior training.
- ✓ Non-compliance with the regulations on Occupational Risk Prevention, classified as very serious due to its specific regulations, and especially those of the Health and Safety Plan in benefits.
- ✓ Failure to comply with third-party safety requirements in the services.

During the processing of the file, the successful tenderer will be given a hearing so that they can make any allegations they deem relevant and the contracting body of the contracting entity will make a decision.

4. Regardless of compensation for damages, in the event of non-compliance that does not result in termination of the contract, the contracting entity may apply the following sanctions, graduated according to the degree of damage, dangerousness and/or reiteration:

- VERY SERIOUS faults: 15% of the contract amount
- SERIOUS faults: 10% of the contract amount
- MINOR DEFECTS: 5% of the contract amount

The amount of the penalties may be made effective by deducting it from the invoice(s) that must be paid to the successful bidder.

The contracting entity reserves the right to terminate the contract due to repeated deficiencies in the execution of the service, if more than 3 of the penalties indicated in the previous sections of this point are applied.

## **V. CONTRACTS BASED ON THE FRAMEWORK AGREEMENT**

### **CLAUSE 24.- EXECUTION OF THE FRAMEWORK AGREEMENT AND THE BASED CONTRACTS**

*the Catalan Institute of Chemical Research* and the companies that were originally parties to it may be concluded .

While the framework agreement is in force, successive service contracts derived from it may be concluded, the duration of which may extend beyond the date on which the framework agreement expires, provided that they have been awarded prior to the date of that termination.

The Framework Agreement, as well as the based procurement, will be executed at the risk and peril of the contractor awarded the same, and will be developed following the instructions determined by *the Catalan Institute for Chemical Research* , those established in the based contract and, where applicable, the technical specifications or technical documentation provided by *the Catalan Institute for Chemical Research* . The ignorance on the part of the awarded party of the framework agreement and the contracts derived from it and of other contractual documents of any kind that may be applicable in the execution of the services, will not exempt it from the obligation to comply with them.

The successful tenderer must have precise personnel with the necessary technical qualifications to fulfill all the obligations arising from the contract based on this. This personnel will depend exclusively on the contractor, who will have all the responsibilities arising from his condition as an entrepreneur.

When the successful tenderer or personnel in his/her charge incur deficiencies in the provision of services, or in acts or omissions that compromise or disrupt the proper functioning of the contract, the security and control of *the Catalan Institute of Chemical Research* , this may require the adoption of specific measures to achieve or re-establish the correct order of execution of the agreed upon. These eventualities will be considered contractual breaches and, therefore, may be subject to penalties under the terms established in the framework agreement.

The contractor will be responsible for and must comply with all the obligations that the legislation in force at any time imposes on it. In particular and without limitation, the successful tenderer will be obliged to comply with the provisions in force in the field of labour, social, health and safety at work/prevention of occupational risks, social integration of people with disabilities, tax, protection of personal data, environmental, etc. Failure to comply with these obligations or the infringement of the applicable regulations by the successful tenderer will not entail any type of liability for *the Catalan Institute of Chemical Research* . However, *the Catalan Institute of Chemical Research* may require the contractor to provide documentary evidence of compliance with the aforementioned obligations.

The successful tenderer will implement all measures derived from Law 31/1995, on Prevention of Occupational Risks and its regulatory development, in all matters that apply to this contract and its activity.

The person responsible for the contract designated by *the Catalan Institute for Chemical Research* and the corresponding technical services of *the Catalan Institute for Chemical Research* will determine whether the service provided by the successful tenderer complies with the requirements established for its execution.

## **CLAUSE 25.- CONTRACTING BASED ON THE FRAMEWORK AGREEMENT**

The need for purchase is generated by the Projects Unit or by the ICIQ Management , following the ICIQ's internal purchasing procedure.

The award of the Framework Agreement does not give the right to the provision of services. This provision will occur in the event that the companies awarded the Framework Agreement are awarded the contracts based on it, in accordance with what is determined in the following sections.

The need for purchase is generated by the units receiving the benefits following the ICIQ's internal purchasing procedure.

This Framework Agreement establishes all the terms for carrying out the procurement based on . The contract(s) will be awarded to the company that has presented the best terms, technical and economic conditions that at all times most adequately satisfy the needs of the ICIQ, always guaranteeing adequate and sufficient credit for the amount to be contracted.

Therefore, the contracts based on will be awarded in accordance with the following processing rules:

### **1- Lot No. 1: Finalist project proposal writing service**

1.- When the framework agreement is awarded to a **single bidder** , the award of the contract based on it will be direct to that company. The contract(s) based on it will be awarded by order. In any case, adequate and sufficient credit for the maximum amount of the contract is always guaranteed. Likewise, the company may be consulted in writing, asking it, if necessary, to complete its offer.

2.- When the award of the framework agreement is made **to several bidders** , the contracts based on it will be awarded by order in accordance with the following criteria:

- The degree of success in presenting itself in the specific call. The degree of success of the bidder in presenting itself in a specific type of funding project will be assessed. For every 5 accepted proposals, 5 points will be accumulated up to a maximum of 35 points.
- The financial offer for the service will be valued at 45 points.
- The planning of the service, offering the necessary tasks for the preparation and improvement of the proposal in accordance with the deadline for deliveries. Indicating that once the service is completed, justification for its timely and proper presentation will be required . It will be valued at 20 points.

while following the following procedure:

The recipients of the services, in compliance with this clause urged by the Contracting Authority, will convene the contract award procedure based on sending, by email, an invitation to all approved suppliers of the lot so that, within a period not exceeding 10 working days, they also submit, by email, a technical offer that responds to the need, presenting:

- Degree of success when applying to the call (or program).
- The economic offer proposal.
- Planning the tasks for the preparation and improvement of the proposal

If the offer is not received within the deadline, it will be understood that the bidder does not wish to participate in the procurement procedure.

The contract based on the tender will be awarded to the tenderer with the highest score. In the event of a complete match in the tenders, in the sense that there are no differences in the degree of success, economic conditions and planning, the company that has received the highest score in the final assessment of the framework agreement will be chosen. If this equivalence is repeated in a future order, the contract based on the tender will be awarded to the company with the next highest score in the framework agreement and so on.

The successful bidder must designate a person who will be the contact person with the ICIQ to handle their requests. To this end, they must have an email address (to receive requests and budget acceptances) and a contact telephone number for resolving incidents. The successful bidder of the contract based on the contract will designate a technical coordinator from their staff who will act as an interlocutor with the ICIQ.

## **2.- Lot No. 2: Advisory services for the preparation of proposals**

1.- When the framework agreement is awarded to a **single bidder**, the award of the contract based on it will be direct to that company. The contract(s) based on it will be awarded by order. In any case, adequate and sufficient credit for the maximum amount of the contract is always guaranteed. Likewise, the company may be consulted in writing, asking it, if necessary, to complete its offer.

2.- When the award of the framework agreement is made **to several bidders**, the contracts based on it will be awarded by order in accordance with the following criteria:

- The degree of success in presenting itself in the specific call. The degree of success of the bidder in presenting itself in a certain type of financing project will be assessed, given that the advisory service will certainly be more profitable when the degree of success is higher. For every 5 accepted proposals, 5 points will be accumulated up to a maximum of 35 points.
- The financial offer for the service will be valued at 45 points.
- The adaptation of the contents of the advisory service to the needs of the center for advisory activities by presenting the planning of the activity together with the program and/or support material, will be valued with 20 points.

while following the following procedure:

The recipients of the services, in compliance with this clause urged by the Contracting Authority, will convene the contract award procedure based on sending, by email, an invitation

to all approved suppliers of the lot so that, within a period not exceeding 10 working days, they also submit, by email, a technical offer that responds to the need, presenting:

- Degree of success when applying to the call (or program)
- The economic offer proposal
- Planning the advisory service.

If the offer is not received within the deadline, it will be understood that the bidder does not wish to participate in the procurement procedure.

The contract based on the tender will be awarded to the tenderer with the highest score. In the event of a complete match in the tenders, in the sense that there are no differences in the degree of success, economic conditions and planning, the company that has received the highest score in the final assessment of the framework agreement will be chosen. If this equivalence is repeated in a future order, the contract based on the tender will be awarded to the company with the next highest score in the framework agreement and so on.

The successful bidder must designate a person who will be the contact person with the ICIQ to handle their requests. To this end, they must have an email address (to receive requests and budget acceptances) and a contact telephone number for resolving incidents. The successful bidder of the contract based on the contract will designate a technical coordinator from their staff who will act as an interlocutor with the ICIQ.

## **CLAUSE 26.- COMPLIANCE WITH DEADLINES AND CORRECT EXECUTION OF SERVICES**

The contracts based on the Framework Agreement will be executed subject to what is established therein, the contracts based on it and, where applicable, the corresponding technical specifications or technical documentation provided by *the Catalan Institute for Chemical Research*, and in accordance with the instructions provided by *the Catalan Institute for Chemical Research*. The awarded company is obliged to comply with the total and partial deadlines for execution of the contract that are set in the contracts based on it.

## **CLAUSE 27.- CONTROL OF THE EXECUTION OF THE SERVICES**

For each contract based on the basis, *the Catalan Institute of Chemical Research* will designate one or more persons responsible for the execution of the services, who will be responsible for inspecting, checking and monitoring the correct performance of the services that are the subject of the contracts based on the basis.

The contract manager designated by the contracting entity will carry out the following functions:

- Supervise the execution of the awarded contract.
- Ensure compliance with the obligations assumed by the successful tenderer, both those provided for in the specifications and in the proposal or offer.
- Address the appropriate orders and instructions to the successful bidder to ensure the correct performance of the service.
- Assume the dialogue with the technical coordinator or person in charge designated by the successful bidder.
- Ensure that the contracted company proves the obligation that the workers assigned to execute the contract are affiliated and registered with Social Security and to this

end, it may request from the successful tenderer, together with each invoice, the payrolls and RNT and RLC documents proving the payment of salaries and Social Security of the people who execute the contract and accompany these documents with each validated invoice.

The person responsible for the contract will be the interlocutor with the technical coordinator or responsible person designated by the awarded company, who must belong to its staff, in order to coordinate and control the correct execution of the contract, for which reason they must meet at appropriate intervals.

In no case will the person responsible for the contract of the contracting entity determine the workers of the contractor who must execute the contract nor will they participate in their selection or training, will they not give specific orders and instructions to the personnel of the contractor nor will they exercise any managerial power over them.

The contracting entity will also have the power to supervise, throughout the execution of the contract, that it is executed with the utmost respect for the environment, in accordance with the obligations and requirements contained in these specifications.

## **CLAUSE 28.- PAYMENT OF THE PRICE**

The successful bidder will invoice the services performed once the contract manager has verified that the tasks are correct. According to this parameter, advance payment of part or all of the contract price is not contemplated.

Payment will be made within thirty (30) days from receipt of the invoice corresponding to the delivery of the service, which will include all the data necessary in accordance with current tax provisions and a complete description of the services provided.

The invoices They will incorporate the code of the procurement file and the corresponding batch and will be sent to [invoices@iciq.es](mailto:invoices@iciq.es).

In the case of electronic invoicing, the ICIQ DIR codes are as follows:

Accounting office: A09019055  
Managing body: A09019055  
Processing unit: A09019055

## **CLAUSE 29.- SPECIAL CONDITIONS OF EXECUTION AND ESSENTIAL OBLIGATIONS OF THE CONTRACT**

1. Special conditions of contractual execution. In accordance with article 202 of the LCSP, the establishment of at least one special condition of execution among those provided for in the aforementioned article that are related to the object of the contract will be mandatory.

The following is established as a special condition of contractual execution:

- Compliance with the non-existence of illegal economic and/or financial relations with a country considered a tax haven.
- The maintenance or improvement of environmental values that may be affected by the execution of the contract.
- The consideration of sustainability criteria.

- Promote the implementation of measures that promote equality between women and men at work.
- It is established as a special condition for the execution of social contracts that the bidding companies guarantee safety and health protection in the workplace .

These conditions will be required of bidders who participate in the execution of the contract based.

## 2. Essential obligations of the contract:

- The successful bidder will be bound by the offer they have submitted, the fulfillment of which, in all its terms, will be an essential obligation of the contract.
- Compliance with the special execution conditions established in clause 29.1 of these Terms of Reference will have the character of an essential contractual obligation.
- The effective dedication or assignment to the execution of the contract of the personal and/or material resources indicated and committed in the offer.
- Those obligations of these Terms and Conditions and the Standard Contract to which the character of essential contractual obligation is specifically attributed.

Respect the current regulations on data protection and, in particular, 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 (hereinafter, GDPR) and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter, LOPDgdd) and the regulations that develop it, in the terms provided for in clauses 18 and 19 of these Terms and Conditions.

## **CLAUSE 30.- OBLIGATIONS OF THE AWARDEE OF A CONTRACT BASED ON.**

In addition to the obligations established in the current applicable regulations, the successful tenderer will be obliged to:

1. Specify, at the request of the contracting entity, the specific people who will perform the services, as well as communicate any replacement or modification of those people and prove that their employment situation complies with the law.
2. Designate a person responsible for the smooth running of the work and the behavior of the staff; they must also act as a liaison with the contracting entity and the person responsible for the contract.
3. Carry out correct environmental management of your service, taking the necessary measures to minimize the impacts that it may cause (minimize acoustic impacts on the environment, correctly manage waste and packaging, etc.) in accordance with current legislation.
4. Maintain confidentiality regarding data or background that is not public or well-known and that is related to the object of the contract, of which he/she has become aware on the occasion of the same.
5. Respect, in any case, the requirements of Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDgdd) and the regulations that develop it.



6. Deliver all the documentation necessary for the fulfillment of the contract in Catalan and use it in the development of the services subject to the contract.
7. Have taken out a civil liability insurance policy for an amount sufficient to cover liabilities of any type that may arise from the execution of the contract.
8. Ensure that all actions in this contract guarantee respect for the principles of non-discrimination and equal treatment relating to non-discrimination on grounds of sex, sexual orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, functional diversity or any other nature and the dignity and freedom of people.
9. Facilitate and provide the information indicated in Law 19/2014, of December 29, on transparency, access to public information and good governance.
10. 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.

- 10.1 . Bidders, contractors and subcontractors assume the following obligations relating to the ethical principles and rules of conduct to which they must adapt their activity, in development of the provisions of article 55.2 of Law 19/2014, of December 29, on transparency, access to public information and good governance:
  - a) Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services covered by the contract.
  - b) Not to carry out actions that put the public interest at risk in relation to the scope of the contract or the contracted services.
  - c) Report, during the execution of the contract, any irregular situations that may arise in the contracting process.
  - d) Adopt ethically exemplary conduct, refrain from encouraging, proposing, promoting or carrying out any type of corrupt practice, both in relation to what the Penal Code refers to as corruption and also in relation to ethically reprehensible actions that have the purpose or may produce the effect of preventing, restricting or distorting competition, such as, for example, collusive or fraudulent competition behaviors. Inform the competent bodies of any manifestation of these practices that, in their opinion, is present or may affect the procedure or the contractual relationship and not carry out any other action that may violate the principles of equal opportunities and free competition.
  - e) When submitting the offer, declare whether you have any situation of possible conflict of interest, for the purposes of the provisions of article 64 of the LCSP, or an equivalent relationship with stakeholders in the project. Immediately communicate to the contracting authority any possible situations of conflict of interest, understood as any situation in which members of the staff of the contracting authority or of a contracting service provider acting on behalf of the contracting authority who participate in the development of the procurement procedure or may influence the outcome of this

procedure have, directly or indirectly, a financial, economic or personal interest which could appear to compromise their impartiality and independence in the context of the procurement procedure . And also taking into account the provisions contained in Directive 2014/24/EU regarding the conflict of interest.

- f) Respect confidentiality agreements and rules. Do not use confidential information, known through the bidding process or the execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any kind in one's own interest.
- g) Collaborate with the contracting authority in the actions that it carries out to monitor and/or evaluate the 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 the compliance with the transparency obligations that directly apply to them by legal provision.
- h) Do not request, directly or indirectly, that a public official or employee influence the award, continuation or maintenance of the contract in the interest of oneself or third parties.
- i) Not offer or provide personal or material advantages to public officials or employees, either for themselves or for third parties, regardless of the personal or professional ties they may or may not have, and to people who participate in or who may influence the contracting procedures.
- j) Respect the principles of free market and competitive competition and 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.). Likewise, report any act or conduct aimed at those purposes and related to the tender or contract of which you have knowledge.
- k) Not attempt to unduly influence the decision-making process of the contracting authority, obtain confidential information that may confer undue advantages on it in the procurement procedure or negligently provide misleading information that may have a significant influence on decisions relating to exclusion, selection or award.
- l) Comply with the obligations to provide information that transparency legislation and public sector contracts impose on the awardees 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.
- m) Report any acts of which you are aware that may constitute a breach of the above obligations.

10.2. Bidders, contractors and subcontractors, or their subsidiaries or affiliated companies, undertake to strictly comply with the provisions in force in tax, labour, social security and general regulations on occupational risk prevention. To this end, they must have and provide, at the request of the contracting entity, the tax certificate for contractors and subcontractors covering the entire contractual period. They also undertake 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.

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

10.4 . The consequences or penalties for breach of this clause will be the following:

- In the event of non-compliance with sections a), b), c), f) and g) of section 1 0.1, 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 10.1, the contracting authority will inform the competent authorities in matters of competition of the facts.
- In the event of non-compliance with the provisions of letter e) of section 10.1, the contracting authority will inform the Ethics Commission in Public Procurement 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.

11. In cases of subrogation, the successful tenderer will be obliged to answer for the unpaid salaries of the workers affected by the subrogation, as well as for the Social Security contributions accrued, even in the event that the contract is terminated and those are subrogated by a new successful tenderer, and without this obligation corresponding to the latter in any case. In this case, the ICIQ, once the failure to pay the aforementioned salaries is proven, will proceed to withhold the amounts due to the successful tenderer to guarantee the payment of the aforementioned salaries, and not to return the definitive guarantee until the payment of these salaries is proven.

#### **CLAUSE 31.- RESPONSIBILITY IN EXECUTION AND PENALTIES**

1. The successful bidder must compensate *the Catalan Institute of Chemical Research* for damages and compensate him for damages arising from intent or negligence in the fulfillment of the obligations resulting from the contract based on. He will also be responsible for damages and losses caused to third parties during the execution of the contract.

2. In cases of non-compliance or defective compliance with the obligations assumed by the successful tenderer, the contracting entity may terminate the contract or compel it to comply with it.

3. Failure to comply or defective compliance with contractual obligations will result in the imposition of penalties.

#### **CLAUSE 32.- ETHICS CLAUSE**

1. Senior officials and staff at the ICIQ 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.

2. 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.

### **VI. REGIME OF RESOURCES**

## **CLAUSE 33.- RESOURCES REGIME**

1. A special appeal may be filed in matters of procurement regulated in article 44 et seq. of the LCSP before the Catalan Court of Public Sector Contracts as the competent body for the resolution of the appeal, against the tender announcement, the specifications and contractual documents that establish the conditions that must govern the procurement, as well as the procedural acts adopted in the award procedure, provided that the latter decide directly or indirectly on it, determine the impossibility of continuing the procedure or produce defenselessness or irreparable damage to legitimate rights or interests, the acts by which the admission or non-admission of candidates is agreed, including offers that are excluded for being abnormally low as a result of the application of article 149 of the LCSP, against the award agreement and contractual modifications based on the breach of the provisions of articles 204 and 205 of the LCSP.

Likewise, a special appeal may be filed in the cases provided for in article 39.2 of the LCSP. The special appeal in matters of contracting is optional. Alternatively, a contentious-administrative appeal may be filed, in accordance with Law 29/1998, of 13 July, regulating contentious-administrative jurisdiction.

2. The appeal may be lodged by natural and legal persons whose legitimate rights or interests have been harmed or may be affected by the decisions subject to appeal and, in any case, by the bidders.

3. The period for filing a special appeal in matters of contracting will be fifteen (15) working days, which will be counted in accordance with the provisions of article 50 of the LCSP, depending on the act being appealed.

However, when the appeal is based on any of the causes of nullity provided for in section 2 of article 39 of the LCSP, the deadlines for filing the special appeal will be those indicated in letters a) and b) of article 50.2 of the LCSP.

The deadline for filing a special appeal in matters of procurement will be ten (10) calendar days, which will be counted in accordance with the provisions of art. 58.a of Royal Decree-Law 36/2020, for contracts financed with Next Generation funds.

4. The appeal letter may be submitted to the registry of the Contracting Authority, to the registry of the body competent to resolve the appeal or to any of the places established in article 16.4 of Law 39/2015, of October 1, on the Common Administrative Procedure of Public Administrations.

After two (2) months have passed, counted from the day following the filing of the appeal, without its resolution having been notified, the interested party may consider it dismissed for the purposes of filing the contentious-administrative appeal.

5. The written submission will state the contested act, the reason underlying the appeal, the means of proof that the appellant intends to rely on and, where applicable, the request for the adoption of provisional measures, attaching to it the documentation required by article 51 of the LCSP.

Tarragona, July 14, 2025.

Emilio J. Palomares Gil  
Director ICIQ Foundation  
Contracting body

## **ANNEX NO. 1**

**ENVELOPE A. Documentation proving compliance with the prerequisites.  
Exp 31-2025 Lot 1 and Lot 2**

### **Documents that must be submitted in envelope A:**

**1.- DEUC:** Single European Procurement Document (DEUC).

<https://espd.eop.bg/espd-web/filter?lang=es>

**2.- Technical solvency:** Document that includes the number of proposals presented by the bidding company in the last 3 years and overall success rate in the following calls (or other calls in which the applicant has had outstanding activity):

- ERC Starting, Consolidator, Advanced calls.

- Calls for collaborative projects Pillar 1 Horizon Europe: ERC Synergy, MSCA-Doctoral Networks.

- Calls for collaborative projects Pillar 2 (clusters) and 3 (EIC) Horizon Europe: Cluster 1, 4-6, EIC Pathfinder (Open & Challenges), EIC Pathfinder Transition (Open & Challenges), etc.

It will be proven by means of a responsible declaration from the bidder. It will be assessed that the technical solvency in percentage of success is greater than 15% of the projects presented.

**ANNEX NO. 2**

Ladies/Gentlemen,

The undersigned, Mr./Mrs. ...., certifies:

☐ That the documents requested in the Terms of Reference governing this tender in order to prove the personality and capacity of the tenderer have not been modified with respect to those in their possession, presented on date.....in order to participate in the procedure.....

☐ That the tax identification number card is the one you already have in your possession, presented on.....in order to participate in the procedure.....

☐ That the documents accrediting my representation as signatory of the proposal have not been modified or revoked with respect to those in your possession, presented on date.....in order to participate in the procedure....

And in proof of conformity, this is signed at ....., ..... of ..... of .....

Signature

### ANNEX NO. 3

#### OFFER MODEL ASSESSABLE THROUGH AUTOMATIC FORMULAS. ENVELOPE B. Exp 31-2025 Lot no. 1: Finalist project proposal writing service

Mr./Ms. ...., with DNI....., acting in his own name or as an authorized representative, of the company ....., with NIF..... according to a public deed granted before a notary of ....., Mr. ...., on date ..... of ..... of ..... with protocol number ..... with e-mail ..... and address for notification purposes at street ..... no....., postcode..... of .....

Having learned of the call made by the Catalan Institute of Chemical Research which aims to recruit FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR THE ADVICE AND DRAWING OF FINALIST RESEARCH PROJECT PROPOSALS OF THE CATALAN INSTITUTE FOR CHEMICAL RESEARCH. Lot no. 1: Finalist project proposal writing service and familiar with the Technical Specifications and Particular Clauses and other documentation governing the framework agreement, which I expressly assume and accept in its entirety, without any exception , and for these reasons:

I DECLARE:

1.- That by signing this document we are qualified to perform all the services indicated in section 3.1 of the Technical Specifications and comply with the requirements established therein. **We provide the corresponding explanatory report .**

2.- That in order to carry out the tasks assigned, within our team we have personnel with the required professional profile. For this reason we can guarantee that the person responsible for the contract in charge of its control is a professional with a minimum of 3 years of experience in preparing proposals. **We present CVs or certificates of good performance to prove it.**

3.- That we present an **economic offer for the purposes of the approval of the bidders** in the framework agreement, informing about the price of the services according to the payment method for the following types of calls, non-exclusive, of interest to the center:

Type of call	Economic offer with one-time payment (VAT excluded)	Economic offer with two payments (VAT excluded)	
		Initial payment	Second payment
ERC Starting, Consolidator, Advanced Calls	For this type of call for proposals in which the center would be the sole beneficiary, a maximum price of	For this type of call, the initial payment will be made upon submission of the proposal for a	The second payment will be made in case of success, that is, once the call has been granted, for a



	€9,000 per proposal is considered.	maximum amount of €5,000.	maximum amount of 1.5% of the amount granted to the center.
	..... €	..... €	..... €
Calls for collaborative projects: Pillar 1 Horizon Europe: ERC Synergy, MSCA-Doctoral Networks,...	For this type of call for proposals in which there is more than one beneficiary, the ICIQ would assume a maximum price of €15,000 per proposal, according to the percentage that corresponds to it agreed with the rest of the partners.	For this type of call, the initial payment will be made upon submission of the proposal for a maximum amount of €8,000.	The second payment will be made in case of success, that is, once the call has been granted, for a maximum amount of 7% of the amount granted to the center for MSCA calls and 1% for ERC-SYG calls with a single beneficiary at the center (in the case of more than one participant from the center, the percentage would be divided by the number of participants).
	..... €	..... €	..... €
Calls for collaborative projects: Pillar 2 (clusters) and 3 (EIC) Horizon Europe: Cluster 4, cluster 5, EIC Pathfinder Open, EIC Pathfinder Challenges	For this type of call for proposals in which there is more than one beneficiary and a higher level of complexity, the ICIQ would assume a maximum price of €20,000 per proposal, according to the percentage agreed with the rest of the partners.	For this type of call, the initial payment will be made upon submission of the proposal for a maximum amount of €8,000.	The second payment will be made in case of success, that is, once the call has been granted, for a maximum amount of 10% of the amount granted to the center.
	..... €	..... €	..... €

4.- That the contact person to answer queries and/or requests for contracts based on (orders) is:

Name and surname:

Email address:

Telephone:

Place and date

Signature

We are aware that if we do not include any of the previous sections in our proposal we will be excluded from the bidding process, therefore we present in this offer all the necessary documentation that proves compliance with the required characteristics and following the order indicated in the offer model.

**OFFER MODEL EVALUABLE THROUGH AUTOMATIC FORMULAS. ENVELOPE B. Exp 31-2025 Lot no. 2: Advisory service for the preparation of proposals**

Mr./Ms. ...., with DNI....., acting in his own name or as an authorized representative, of the company ....., with NIF..... according to a public deed granted before a notary of ....., Mr. ...., on date ..... of ..... of ..... with protocol number ..... with e-mail ..... and address for notification purposes at street ..... no....., postcode..... of .....

Having learned of the call made by the Catalan Institute of Chemical Research which aims to recruit FRAMEWORK AGREEMENT FOR ASSISTANCE SERVICES FOR THE ADVICE AND DRAWING OF FINALIST RESEARCH PROJECT PROPOSALS OF THE CATALAN INSTITUTE FOR CHEMICAL RESEARCH. Lot no. 2: Advisory service for the preparation of proposals and knowledge of the Technical Specifications and the Particular Clauses and other documentation governing the framework agreement, which I expressly assume and accept in its entirety, without any exception, and for these reasons:

I DECLARE:

1.- That by signing this document we are qualified to perform all the services indicated in section 3.2 of the Technical Specifications and comply with the requirements established therein. **We provide the corresponding explanatory report .**

2.- That in order to carry out the tasks assigned, within our team we have personnel with the required professional profile. For this reason we can guarantee that the person responsible for the contract is a professional with a minimum of 3 years of experience in preparing proposals. **We present CVs or certificates of good performance to prove it.**

3.- That we present an **economic offer for the purposes of the approval of the bidders** in the framework agreement informing the price of the services. In this case, it will be assessed that the bidders present a financial offer for the “in house” advisory service at the ICIQ with more than 20 attendees (the price must include travel and per diems) with a maximum price of €10,000 (VAT not included).

Concept	Economic offer (VAT excluded)	VAT 21%	Economic offer (VAT excluded)
“In House” advisory service at the ICIQ with more than 20 attendees (the price must include travel and per diems) with a maximum price of €10,000	€	€	€

4.- That the contact person to answer queries and/or requests for contracts based on (orders) is:

Name and surname:

Email address:

Telephone:

Place and date

Signature

We are aware that if we do not include any of the previous sections in our proposal we will be excluded from the bidding process, therefore we present in this offer all the necessary documentation that proves compliance with the required characteristics and following the order indicated in the offer model.

## **ANNEX NO. 4**

### **AWARD CRITERIA - BID EVALUATION CRITERIA**

#### **Lot No. 1: Finalist project proposal writing service**

1.- The declaration of compliance with all the requirements of section 3.1 of the Technical Specifications will be verified.

2.- It will be verified that the person in charge of the contracte of monitoring the service must have a minimum of 3 years of experience in preparing proposals. This will be proven by means of a CV or certificates of good execution.

3.- The financial offer presented by the bidders will be assessed for approval purposes in the following terms:

3.1.- For the single payment method and type of call:

The proposals will be assessed in a directly proportional manner, granting the maximum score of 100 points to the bidder who offers the lowest price and the remaining bidders the score proportional to the lowest, in accordance with the following formula:

$$P = (100 * \min) / Of$$

P is the score obtained, "min" is the lowest price and "Of" is the financial offer corresponding to the bidder being evaluated. The financial offer may in no case be higher than that indicated in the Technical Specifications.

3.2.- For the two-payment modality and type of call:

3.2.1.- Initial payment proposals will be assessed in a directly proportional manner, granting the maximum score of 50 points to the bidder who offers the lowest price and the remaining bidders the score proportional to the lowest, in accordance with the following formula:

$$P = (50 * \min) / Of$$

P is the score obtained, "min" is the lowest price and "Of" is the financial offer corresponding to the bidder being evaluated. The financial offer may not be higher than that indicated in any case .

3.2.2- The second payment proposals will be assessed proportionally, granting the maximum score of 50 points to the bidder who offers the lowest percentage and the remaining bidders the proportional score with respect to the lowest, in accordance with the following formula:

$$P = ( 50 * \min) / Of$$

P is the score obtained, “min” is the lowest percentage and “Of” is the financial offer corresponding to the bidder being evaluated. The financial offer may not in any case be higher than the percentages indicated in the Tender Specifications .

## **Lot No. 2: Advisory services for the preparation of proposals**

1.- The declaration of compliance with all the requirements of section 3.2 of the Technical Specifications will be verified.

2.- It will be verified that The person responsible for the contract must have a minimum of 3 years of experience in preparing proposals. This will be proven by means of a CV or certificates of good execution.

3.- The financial offer presented by the bidders will be assessed for approval purposes in the following terms:

The proposals will be assessed in a directly proportional manner, granting the maximum score of 100 points to the bidder who offers the lowest price and the remaining bidders the score proportional to the lowest, in accordance with the following formula:

$$P = (100 * \text{min}) / \text{Of}$$

P is the score obtained, “min” is the lowest price and “Of” is the financial offer corresponding to the bidder being evaluated. The financial offer may in no case be higher than that indicated in the Technical Specifications.

**ANNEX NO. 5**

**CONTRACT TEMPLATE**

**(ENTITY NAME)**

**FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES RELATING TO**

\_\_\_\_\_  
**EXP no.**

Tarragona, on \_\_\_\_ of 20\_\_

On the one hand \_\_\_\_\_, of legal age and domiciled for the purposes of this contract in \_\_\_\_\_

And on the other hand \_\_\_\_\_, of legal age and domiciled for the purposes of this contract in \_\_\_\_\_.

#### THEY INTERVENE

The first in the name and representation of (entity name) (hereinafter, \_\_\_\_\_), domiciled in Barcelona at \_\_\_\_\_ street no. \_\_\_\_, NIF \_\_\_\_\_, registered in \_\_\_\_\_. The gentleman acts in his capacity as \_\_\_\_\_, and is specially authorized for this grant by virtue of a power of attorney authorized by the Notary of Barcelona, Mr. \_\_\_\_\_, on date \_\_\_\_, with no. \_\_\_\_ of his protocol.

The second in the name and representation of "\_\_\_\_\_" (hereinafter the successful bidder), domiciled at \_\_\_\_\_, NIF \_\_\_\_\_, registered in the Mercantile Registry of \_\_\_\_\_ in Volume \_\_\_\_, folio \_\_\_\_, sheet no. \_\_\_\_, registration \_\_\_\_\_. Mr. \_\_\_\_\_, acts in his capacity as authorized representative of the Company, and specially empowered for this award by virtue of a power of attorney authorized by the Notary of \_\_\_\_\_, Mr. \_\_\_\_\_, on \_\_\_\_\_, with no. \_\_\_\_ of its protocol.

#### EXPOSE

I.- (entity name) is an entity constituted by means of a public deed authorized on \_\_\_\_\_ by the Notary of Barcelona Mr. \_\_\_\_\_, and is governed by the \_\_\_\_\_.

II.- In accordance with its Statutes, the fundamental purpose of (name of entity) is \_\_\_\_\_.

III.- (name of entity), in compliance with the purpose for which it was established, has called for a procedure for the award of the Service Contract for \_\_\_\_\_, publishing the corresponding call announcement in the Contractor Profile of (name of entity) on \_\_\_\_\_.

The Contracting body of (name of entity) competent for the amount, has resolved, by resolution dated \_\_\_\_\_, to award the contract mentioned in exhibit III, to \_\_\_\_\_.

V.- The successful tenderer has proven to (name of entity) its capacity and personality to contract and bind itself and, in particular, to award this Contract, and has provided the definitive bond required in the Specific Clauses that govern this procurement, which has been made available to (name of entity) for the purposes provided for in this Contract.



VI.- Both parties proceed to formalize the aforementioned Contract, which is subject to the following

## CL À USULES

### 1.- OBJECT

1.1.- The purpose of this Framework Agreement is to carry out the work necessary to provide the services of \_\_\_\_\_, also related to the Technical Specifications, and in the terms contemplated therein.

Through this Framework Agreement, the Catalan Institute of Chemical Research Foundation recognizes those companies/entrepreneurs who, by complying with the requirements established in the contracting procedure, can provide the indicated services.

This hiring process includes:

- Approval as a supplier company in relation to the services of \_\_\_\_\_, under the terms set out in the Technical Specifications, and
- The establishment of the conditions that regulate the award of contracts based on the processing rules described in clause 25 of the Specific Terms and Conditions.

The signing of this Framework Agreement does not entail any obligation on the part of the Catalan Institute of Chemical Research Foundation to carry out a certain number of contracts based on it. For this reason, the fact that the successful tenderer does not sign any contract based on it will not generate the right to receive any indemnity, compensation or restitution.

This Framework Agreement will be executed subject to the following documentation:

- ☐ The Specific Clauses.
- ☐ The Technical Specifications.
- ☐ The economic-technical offer presented in the digital envelope.

Both parties declare that they possess an exact copy of the documentation just indicated as defining the object of this Contract.

### 2.- ESTIMATED VALUE, TENDER BUDGET AND BASED CONTRACTS

Option 1: fixed price

The estimated value of the Framework Agreement is set at \_\_\_\_\_ € excluding VAT. This value refers to the maximum overall amount of the Framework Agreement taking into account its maximum duration, in the event that a possible extension is agreed and also considering the set of contracts foreseen during its term.

The award of the Framework Agreement does not give the right to the provision of services. This provision will occur in the event that the companies awarded the Framework Agreement

are awarded the contracts based on it, in accordance with what is determined in clause 25 of the Specific Clauses of this Framework Agreement.

The estimated value of the Framework Agreement has been calculated in an approximate manner, having a purely indicative nature, not assuming, in any case, an obligation to spend since it will be determined based on the contracts derived from this Framework Agreement that are actually carried out.

The Catalan Institute of Chemical Research Foundation will only pay the successful tenderer for the services provided, without the Catalan Institute of Chemical Research Foundation being obliged in any case to exhaust the amount of the contract based on it.

### 3.- BILLING AND PAYMENT METHOD

The successful bidder will invoice the services once they have been performed and the invoice has been entered in its register. According to this parameter, the advance payment of part or all of the contract price is not contemplated.

Payment will be made within thirty (30) days from receipt of the services or from the date ICIQ receives the invoice if this is after the date of receipt.

The invoices They will incorporate the code of the file and the corresponding batch.

Advance payment of part or all of the contract price is not contemplated.

### 4.- DURATION OF THE CONTRACT

The Framework Agreement will have an initial duration of one (1) year, starting from the date of its signature.

The Framework Agreement may be extended, by express agreement of the Catalan Institute of Chemical Research Foundation, for a maximum period of ..... year. The extension will be agreed by the contracting body of the Catalan Institute of Chemical Research and will be mandatory for the successful tenderers. To this end, the Catalan Institute of Chemical Research will notify the companies of the extension of the Framework Agreement TWO (2) MONTHS in advance of the end date of the initial term of validity of the Framework Agreement. The extension will be communicated by the Catalan Institute of Chemical Research in writing and the companies must prove that they maintain the capacity and solvency requirements required at the time of the tender. Those companies that do not prove this will not be able to benefit from the extension.

If the Framework Agreement cannot be extended with any of the companies initially included in the Framework Agreement, it will remain in force with the rest of the companies that formalize the extension.

Despite this maximum duration of the Framework Agreement, it will expire and end for all purposes at the moment in which the amount foreseen as the estimated maximum value is exhausted.

The termination of the validity of the Framework Agreement, either due to exhaustion of the amount of the estimated value or due to compliance with the term, will not prevent the continuation of the validity of the contracts based on the Framework Agreement, provided that

these contracts based on it have been awarded before the termination of the Framework Agreement.

Contracts based on the Framework Agreement may be awarded throughout its term.

The duration of contracts based on this Framework Agreement will be independent of the duration of the Framework Agreement and will be governed by what is established in the contract based on it regarding its duration.

The provisions of the Framework Agreement will govern all contracts awarded based on it.

## 5.- FINAL GUARANTEE

Given that the award of this Framework Agreement only entails the expectation of selecting the companies that must be awarded the different contracts based on it, the companies awarded the Framework Agreement are exempted from the obligation to constitute a final guarantee.

This exemption also includes contracts based on this Framework Agreement, where the requirement of a definitive guarantee corresponding to 5% of the award amount of the contract based on VAT excluded, before the formalization of the contract will not be necessary.

## 6.- LABOR AND TAX OBLIGATIONS

6.1.- The successful tenderer must at all times be aware of the obligations that correspond to it as a company in tax, labor, Social Security, union and Health and Safety matters, and will be strictly and rigorously responsible, exclusively and without any charge on behalf of (name of entity), for the breach of any of these obligations.

6.2.- In accordance with Law 54/2003, of 12 December, reforming the regulatory framework for the prevention of occupational risks and Royal Decree 171/2004, of 30 January, which develops article 24 of Law 31/1995, of 8 November, on the prevention of occupational risks, the successful tenderer is obliged to comply with the current regulations on the prevention of occupational risks. In particular, the successful tenderer will comply with the provisions of the Specific Clauses in relation to this matter.

6.3.- The successful tenderer undertakes to exercise in a real, effective and continuous manner the management power inherent to it in its capacity as employer in relation to its workforce, assuming exclusively with respect to the personnel assigned to the execution of the Contract everything related to the negotiation and payment of salaries, affiliations and contributions to social security and payment of benefits, permits, licenses, holidays, substitutions, prevention of occupational risks, disciplinary regime, union relations, and all other rights and obligations derived from its own work contracts.

6.4.- The relationship between the parties is exclusively commercial, and there is no employment relationship between (name of entity) and the service provider's personnel even if they have to perform tasks in the (name of entity) facilities. Therefore, under the protection of the existence of this contract or its fulfillment, the service provider's personnel may not be considered either de facto or de jure employees of (name of entity), since they will depend solely on the management of the aforementioned company for all purposes, including, therefore, labor and Social Security aspects.

The service provider will be responsible for the management and organization of the work, issuing, where appropriate, work orders and instructions to its workers, and assuming the employer's own remuneration and contribution obligations.

## 7.- ENVIRONMENTAL COMMITMENT AND GOOD PRACTICES

The successful tenderer guarantees to (name of entity) a high level of environmental conduct in the execution of the services covered by this Contract, with the service provider being fully responsible for compliance with all environmental regulations that may be applicable to it exclusively and with full indemnity from (name of entity), and undertakes to carry out the necessary actions to maximise energy efficiency and minimise environmental impact, in accordance with the documentation attached to this Contract and the regulations in force at all times.

## 8.- RESPONSIBILITY IN THE EXECUTION OF THE CONTRACT

8.1.- Subject to the provisions of this contract, each party shall be liable for the total or partial breach of any of its obligations arising from this contract, and shall compensate the other for any actual damages caused by the breach.

The liability and obligation to compensate established herein are understood without prejudice to the right to terminate the contract and the penalties provided for in the following clause.

In particular, the successful tenderer will be responsible for any loss, deterioration or loss of value of the equipment owned by (name of entity) necessary for the execution of the contract, as well as any damage or harm, direct or indirect, caused to third parties or the (name of entity)'s own facilities and assets, which may occur during the execution phase of the contract and until its receipt by (name of entity).

It will also be responsible for the quality of the services performed, as well as the consequences that arise for (entity name) or for third parties due to omissions, errors or inappropriate methods in the execution of the Contract.

8.2.- Similarly, the service provider must assume any responsibilities that may arise from environmental damage, in accordance with the provisions of Law 26/2007, of October 23, on environmental liability and Law 11/2014, of July 3, which modifies Law 26/2007, of October 23, on environmental liability.

8.3.- The successful tenderer will be responsible for the amount of the sanctions that were imposed on (name of entity) as a result of the service provider's failure to comply or observe the conditions established in the contractual documentation, in the licenses, authorizations or permits, as well as for the failure to comply or observe the applicable municipal, regional or state regulations.

8.4.- The assessment of these damages and losses will be communicated by each party to the other, as appropriate, who will have a period of thirty (30) calendar days to make a discharge of responsibility. Otherwise, the assessment will be considered accepted by the party against whom the claim is made, and the complaining party will issue the corresponding invoice.

## 9.- PENALTY REGIME

9.1. Failure to comply or defective compliance with contractual obligations will result in the imposition of the penalties established in the Specific Clauses that govern this contract.

9.2. The penalties provided for in this section are cumulative and not substitutive.

For the purposes of the provisions of article 1,153 of the Civil Code, the penalized successful bidder, in addition to paying the penalty in the terms provided for in the following paragraph, must comply with the obligations whose non-compliance or delay in execution is penalized.

The penalties will be deducted from the amounts pending payment. In the event that there are no amounts pending payment, the penalties will be effective against the definitive guarantee provided, if any. In the event that the penalties have been effective against the aforementioned guarantee, the service provider will be obliged to extend the guarantee by the corresponding amount until it reaches the value of 5% of the award amount.

The application and payment of penalties do not exclude the compensation to which (name of entity) may be entitled for damages caused by the breach attributable to the service provider.

## 10.- TERMINATION OF THE CONTRACT

10.1.- This contract may be terminated for any of the reasons established in the Schedule of Particular Clauses that governs this contract.

10.2.- Consequences of the resolution

The contractual termination, regardless of the cause that gave rise to it, will be understood without prejudice to the rights acquired, the responsibilities incurred due to non-payment, the obligation to compensate for damages, or those other rights and obligations that originated and are enforceable, either at the time of the termination, or that continue to be so after it, according to the provisions of this contract.

Likewise, the termination or termination of the contract will not affect the obligations established for the parties that, in accordance with their nature or the terms of this contract, must survive its termination, especially the obligation of confidentiality.

At the end of the contract, the successful tenderer will return to (name of entity) all documentation and materials that have been delivered to it by (name of entity) and that it had in its possession, having to comply in any case with the duty of confidentiality and secrecy to which the confidentiality clause refers.

The termination of the contract for any reason other than the expiry of the agreed term or mutual agreement will only give rise to compensation in favour of the successful tenderer for the damages and losses that have been caused to him through this termination when it has been a consequence of the breach by (name of entity) of the obligations that are incumbent on it under this Contract.

## 11.- SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT

The subcontracting and assignment regime is that regulated in the Specific Clauses that govern the contract.

## 12.- RECEPTION OF WORKS AND WARRANTY PERIOD. CIVIL LIABILITY POLICY

12.1.- The execution of the contract will be carried out at the risk and at the discretion of the successful tenderer.

12.2.- The successful tenderer guarantees to (name of entity) that the services performed to comply with the object of this contract comply with the specifications agreed upon by the parties.

12.3.- Once the service described in this contract has been carried out, its suitability to the technical requirements and the offer presented by the successful tenderer has been verified, and, where applicable, the corresponding documentation has been delivered, the corresponding work receipt will be drawn up, at which point the calculation of the warranty period will begin, which is established in [●].

In the event that at the time of drawing up the receipt, incidents arise in relation to the services provided, it will not be considered received, but a maximum period of ten (10) calendar days will be granted to the service provider to rectify the deficiencies detected.

Once the period indicated in the previous paragraph has elapsed, the appropriate actions will be carried out to verify the conformity of the work and subsequent reception.

12.4.- The receipt of the work must be issued by (name of entity) within 15 working days from the date of delivery of the corresponding documentation, as well as any other documentation that may be required by (name of entity).

Once the aforementioned deadlines have passed without (name of entity) having issued the corresponding receipt of the work or services performed, these will be considered received.

12.5.- Likewise, during the term of the contract, the successful bidder undertakes to maintain the Civil Liability insurance policy in force with a minimum limit of the award amount.

The validity of the civil liability insurance policy mentioned in the previous paragraph must be proven, throughout the term of the contract, including possible extensions, by providing the contracting authority with a copy of the receipt corresponding to the payment thereof.

## 13.- CONFIDENTIALITY AND COMPLIANCE WITH THE ORGANIC DATA PROTECTION LAW

The successful bidder declares that he is aware of and undertakes to comply with the provisions of the Specific Terms and Conditions regarding the protection of personal data.

Likewise, the awarded company will be obliged to respect the confidential nature of all information to which it has access under the terms established in the Specific Terms and Conditions.

## 14.- ORGANIZATION. INTERLOCUTORS OF THE CONTRACTING PARTIES

14.1.- To fulfill the obligations arising from this contract, the successful tenderer designates an interlocutor with sufficient capacity, knowledge and experience to supervise, coordinate and ensure the correct provision to be executed, and carry out the tasks of interlocution with (name of entity) to monitor the execution of the contract.

For its part, (entity name) designates a person responsible for monitoring the execution of the work, with sufficient powers to define and analyze the details of the work to be carried out, as well as coordinate them, and validate the final result of the service performed.

The persons designated on behalf of (entity name) and the successful tenderer are the following:

For the successful tenderer: Mr./Ms. [●]

For (entity name): Mr./Ms. [●]

(name of entity) may request at any time the replacement of the interlocutor designated by the successful tenderer, provided that there is a justified cause. In this case, the successful tenderer will propose a substitute with an appropriate profile within one working day from the notification of the replacement request.

14.2.- The service awardee will guarantee, within the scope of its possibilities, the assignment to the works subject to this contract of a stable workforce with a low turnover of personnel, except in cases in which, for justified reasons, at the request of (name of entity) or the awardee itself, the replacement of certain people is considered necessary.

14.3.- In order to comply with the provisions on the Coordination of Business Activities (CAE), established in Royal Decree 171/2004, which develops article 24 of Law 31/1995, on the Prevention of Occupational Risks, before the start of the work, the successful tenderer must prove that he complies with his obligations relating to the prevention of occupational risks, by contacting the ICIQ Safety, Quality and Environment Unit, either by telephone 977920200, or by email: [SHEQ\\_Unit@iciq.es](mailto:SHEQ_Unit@iciq.es)

14.4.- (name of entity) will have the power to inspect and be informed of the process of execution of the services subject to the contract, being able to request documentation relating to the preparation, management and control thereof, in order to verify the technical characteristics of the service provided. Likewise, it may carry out the quality control systems it deems appropriate and issue the directives it deems necessary for the strict compliance with this contract.

## 15.- CONTRACTUAL MODIFICATION

This contract may be modified in accordance with the provisions of section P of the Characteristics Table and Clause 17 of the Specific Clauses that govern the contract.

## 16.- LEGAL REGIME

The Framework Agreement is subject to Spanish civil, commercial and procedural legislation, without prejudice to the application of the rules contained in Subsection 4, Section 3, Title I of Book II, of the LCSP, relating to contractual modifications.

Likewise, this contract is subject to national and European Union regulations on data protection, and particularly to 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 (hereinafter, GDPR) and to Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital

Rights (hereinafter, LOPDgdd) and any regulations that develop it, the successful tenderer being subject to said regulations.

## 17.- JURISDICTION

The civil jurisdictional order will be competent to resolve disputes between the parties in relation to the effects, compliance and termination of the contract that is the subject of this tender, in accordance with the provisions of article 27 of Law 9/2017 on Public Sector Contracts. The parties, in the event of taking legal action, expressly submit to the jurisdiction and competence of the Courts and Tribunals of the city of Tarragona, waiving any other jurisdiction that may correspond to them.

And, for the record, this document is signed in duplicate, at the place and date of the heading, or, if signed electronically, on the date stated in the last electronic signature.

(entity name)

THE AWARDEE

Mr.- \_\_\_\_\_

Mr. \_\_\_\_\_