



SPECIFIC ADMINISTRATIVE TERMS AND CONDITIONS GOVERNING THE PROCUREMENT OF THE SEQUENCING AND LIBRARY QUALITY CONTROL SERVICE FOR THE PROJECT “UNDERSTANDING THE HOST-ENVIRONMENTAL INTERACTIONS ACROSS THE LIFESPAN DETERMINING LUNG FUNCTION TRAJECTORIES AND COPD (PredictCOPD)” OF THE UNIVERSITY OF BARCELONA

FILE 2025/80

TENDER SUMMARY

A	<p>1. Subject: Description of the object</p> <p>The purpose of this tender is the procurement of a sequencing and library quality control service for libraries prepared using commercial kits Kappa HyperPrep (Roche) and NextFlex (Revvity).</p> <p>The libraries will be provided by the research team of the University of Barcelona and will be sent to the awarded company in 96-well plates (0.2 ml). In addition, the necessary information will be provided, including the barcode codes (dual index i7/i5) used for each sample (library). The shipment of the libraries will be carried out in batches, according to the project’s needs throughout its duration.</p> <p>This service is essential to achieving the objectives of the PredictCOPD Project – “Understanding the host–environmental interactions across the lifespan determining lung function trajectories and COPD” (Grant Agreement No. GA 101044387), funded by the European Commission under the Horizon Europe – ERC-2021-CoG programme. Principal Investigator (PI): Dr. Maria Rosa Faner Canet.</p> <p>The contract described herein is classified as a service contract, as its purpose falls within the scope of Article 17 of Law 9/2017, of 8 November, on Public Sector Contracts (LCSP), which transposes into Spanish law the Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of 26 February 2014.</p>
	<p>2. Lots</p> <p>Due to the nature of the contract, it shall not be divided into lots, as the subject matter of the contract does not allow for such division.</p> <p>The contracted services require a single coordination and management structure in order to be properly executed, and, above all, to ensure that the sequencing results are comparable, as they must be performed under identical parameters, using the same equipment and methodologies.</p>
	<p>3. CPV.</p> <p>In accordance with the applicable European Community regulations, this contract falls under the Common Procurement Vocabulary (CPV) code :</p> <p>71900000-7 – Laboratory services</p>
	<p>1. Determination of the price</p> <p>The contract price shall be determined on the basis of unit prices.</p>
B	<p>2. Estimated value</p>



The estimated value of this contract is 162.000,00 euros (VAT excluded).

2. Tender Budget

The maximum tender budget amounts to 162.000,00 euros, to which 21% VAT, corresponding to 34.020,00 euros must be applied, resulting in a total amount of 196.020,00 euros.

Tender base budget (excluding VAT)	21% VAT	Total tender budget (VAT included)
162.000,00€	34.020,00€	196.020,00€

The budget has been calculated taking into account the number of sequencing processes and the number of plates, based on the following unit prices (excluding VAT):

- Library QC: 14,44 € per library, up to a maximum of 1.323 library QCs, for a total amount of €19.104,12 (excluding VAT).

Item	Units	Unit Price (excluding VAT)	Total Price (excluding VAT)	21% VAT	Total Price (including VAT)
Library QC	1323 library QC's	14,44€	19.104,12€	4.011,87€	23.115,99€

- 36 Gb of 150 PE reads per library, at a rate of 3,00€ per Gb, resulting in 108.00€ per library, up to a maximum of 1.323 libraries, for a total amount of €142,884.00 (excluding VAT).

Item	Units	Unit Price per GB	Unit Price per Library	Total Price (excluding VAT)	21% VAT	Total Price (including VAT)
36 Gb of 150 PE reads per library	1323	3,00€	108,00€	142.884,00€	30.005,64€	172.889,64€

As this is a successive performance contract based on unit prices, the total estimated budget is approximate and is based on the forecasted volume of services to be provided. There is no commitment to purchase a minimum or maximum number of sequencing runs or plates to be completed. The maximum volume of services shall be limited to the exhaustion of the total tender budget.

The overall tender budget shall be deemed the maximum allowable amount, and tenderers may not submit offers exceeding this amount. Consequently, any tenderers whose offers surpass the indicated prices shall be excluded from the procedure.

In accordance with Article 100.2 of the Spanish Public Sector Contracts Law (LCSP), the maximum or base tender budget is distributed among the following costs and industrial profit:



	contracting authority of 13 January 2021.
	4. Beneficiaries
	Department of Biomedicine, Faculty of Medicine and Health Sciences of the Universitat de Barcelona. Contact person: Dr. Maria Rosa Faner Canet, Associate Professor affiliated with the Department of Biomedicine, Faculty of Medicine and Health Sciences, University of Barcelona, and Principal Investigator (PI) of the project.
	5. Buyer Profile
	The information relating to this contract is published on the buyer profile of the Universitat de Barcelona, hosted on the Public Procurement Services Platform of the Generalitat de Catalunya: https://contractaciopublica.gencat.cat/perfil/UB
F	Solvency Criteria
	<p>1. Selection criteria related to economic and financial solvency, as well as technical or professional solvency, and their accreditation."</p> <p>a) Economic and financial solvency</p> <p>Tenderers must provide evidence of their highest annual turnover in the last three years, which must be equal to or greater than 162.000,00 euros.</p> <p>Annual turnover of at least the amount indicated should be demonstrated through the annual financial statements deposited in the Trade Register, if the company is included in this Register, or the annual accounts deposited in the official register in which the company is included.</p> <p>b) Technical or professional solvency</p> <p>Tenderers must have executed three services operations in the last three years of the same or a similar nature to the subject of the contract (that is, with the same two first digits of the CPV code).</p> <p>For each service, the amount, date, and beneficiary, whether public or private, must be indicated. This will be accredited by certificates issued or delivered by the competent authority when the beneficiary is a public sector entity or, when the beneficiary is a private provider, by a certificate issued by them or, in the absence of such a certificate, by a declaration from the employer.</p> <p>For newly established companies with less than 5 years of operation, the technical solvency required will be as specified in section E.1.b) of this specification.</p> <p>In the absence of a certificate, it will be accredited through a declaration from the entrepreneur accompanied by documents in their possession that prove the execution of the relevant contract.</p> <p>Tenderers will only be required to provide the documentation that proves the above points if they are proposed as awardees.</p> <p>2. Business Classification</p>





	<p>Not applicable.</p> <p>3. Allocation of material and/or personal resources to the execution of the contract:</p> <p>For the proper performance of the contract, and given the limited quantity of sample available as well as the high number of reads required per sample, the successful tenderer must provide access to a NovaSeq X sequencer or equipment with equivalent technical specifications.</p> <p>The availability of this material resource must be duly accredited through the submission of a responsible declaration (declaration on honour) by the tenderer, explicitly indicating the model of sequencer available.</p> <p>Tenderers shall only be required to submit the supporting documentation verifying these conditions if they are proposed as the awarded contractor.</p>
G	<p>Submission of documentation</p> <p>1. Submission of documentation using the tool SOBRE DIGITAL</p> <p>For the submission of documentation in this tender, the Public Procurement Services Platform (PSCP) of the Generalitat of Catalonia must be used, and it must be electronically signed.</p> <p>At 14:00:00 hours on the deadline for submitting offers as stated in the contracting profile of the UB and/or the tender announcement, offers submitted after this deadline will be considered late and will be excluded from the tender.</p>
	<p>2. Content of Envelope A</p> <p>Envelope A must contain the general documentation relating to the accreditation of the bidder's capacity and solvency, as well as any other additional general or administrative documentation required by this PCAP. Regarding the legal capacity and solvency of the bidder, the following documentation must be submitted, in accordance with the indications outlined in clause 11 of this PCAP:</p> <ul style="list-style-type: none">- European Single Procurement Document (ESPD).- General data form and responsible declaration (Appendix 1).- Declaration of Allocation of material Form (Appendix 2). <p>The bidding company must submit this documentation in Catalan, Spanish or English.</p> <p>The contents of Envelope A refer to the administrative documentation that bidders must provide (Articles 140 and 141 of the LCSP). Therefore, companies that include in Envelope A any documentation that should be included in Envelope B or C will be excluded, as this violates the confidentiality that proposals must maintain (Article 139.2 of the LCSP).</p>
	<p>3. Content of Envelope B</p> <p>The bidder must submit all the offer documentation related to those award criteria that are evaluated</p>



	<p>through a value judgment (subjective criteria) in a report following the scheme below:</p> <ul style="list-style-type: none"> - Technical Proposal Template (Appendix 3). The bidder must submit a detailed technical proposal in which the quality, suitability, and detailed description of the proposal will be assessed. <p>The proposal must include a specific and detailed development of the service as required in the Technical Specifications Document, and will be evaluated according to the following elements:</p> <ol style="list-style-type: none"> 1- Service specifications and technical characteristics 2- Quality control measures 3- Work methodology and traceability 4- Deliverables to the client <p>This report must have a maximum length of 25 pages (excluding index), written in Arial font, Size 11, with single line spacing.</p> <p>4. Content of Envelope C</p> <p>"The bidder must submit all documentation related to the offer concerning those award criteria evaluated through mathematical formulas (objective criteria)."</p> <ul style="list-style-type: none"> - Economic proposal made in accordance with the attached model indicated as Appendix 4, signed by the bidder. The lack of signature on the proposal or the expression of reservations or conditions regarding the content of this tender document shall result in the bidder's exclusion. In the economic proposal, it will be necessary to clearly specify the amount and type of value-added tax applied. <p>The offered price may not in any case exceed the maximum bidding price specified in section B of the characteristics table.</p>																		
<p>H</p>	<p>Contracting Committee</p> <p>The Contracting Committee assisting the Contracting Authority shall be composed of the following members:</p> <table border="1"> <thead> <tr> <th></th> <th>Full Member</th> <th>Alternate Member</th> </tr> </thead> <tbody> <tr> <td>President/a</td> <td>Ignasi Sánchez Responsable de l'oficina de Projectes Internacionals de Recerca (OPIR)</td> <td>Montserrat López Martos Cap de l'Oficina de Gestó de la Recerca</td> </tr> <tr> <td>Vocals</td> <td>Alvaro Agusti Garcia-Navarro Catedràtic d'universitat adscrit al Departament de Medicina</td> <td>Talia Velasco Hernández Professora lectora adscrita al Departament de Biomedicina</td> </tr> <tr> <td></td> <td>Ana Gimenez Puig Responsable d'Assessorament Legal i Contractació Pública Fundació Bosch i Gimpera</td> <td>Dolors Vega Quesada Tècnica en Contractació Pública Fundació Bosch i Gimpera</td> </tr> <tr> <td></td> <td>Maurici Romero Mulero Interventor UB</td> <td>Lluís Bofarull Buñuel Representant de control intern</td> </tr> <tr> <td></td> <td></td> <td>Vanessa Navarrete Duran Cap de control econòmic financer</td> </tr> </tbody> </table>		Full Member	Alternate Member	President/a	Ignasi Sánchez Responsable de l'oficina de Projectes Internacionals de Recerca (OPIR)	Montserrat López Martos Cap de l'Oficina de Gestó de la Recerca	Vocals	Alvaro Agusti Garcia-Navarro Catedràtic d'universitat adscrit al Departament de Medicina	Talia Velasco Hernández Professora lectora adscrita al Departament de Biomedicina		Ana Gimenez Puig Responsable d'Assessorament Legal i Contractació Pública Fundació Bosch i Gimpera	Dolors Vega Quesada Tècnica en Contractació Pública Fundació Bosch i Gimpera		Maurici Romero Mulero Interventor UB	Lluís Bofarull Buñuel Representant de control intern			Vanessa Navarrete Duran Cap de control econòmic financer
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	<p>Mireia Cunill Abanco Lletrada Serveis Jurídics</p> <p>Montserrat Font Navarro Cap de l'Oficina de Contractació Administrativa</p>	<p>Ana March Domenech Representant dels Serveis Jurídics</p> <p>Teresa Cirera Fortea Oficina de Contractació Administrativa</p>
	<p>Assessment criteria</p> <p>a) Subjective criteria. Evaluated through a value judgment (20 points).</p> <p>The score will be awarded in accordance with the information contained in the reports and documentation submitted in Envelope B (Section G of the specifications table). The content of the Technical Report shall be as follows:</p> <p>1) Service Specifications and Technical Characteristics (5 points)</p> <p>The tenderer shall clearly and thoroughly describe the technical characteristics of the sequencing services offered, including:</p> <ul style="list-style-type: none"> - Sample volume and concentration conditions for the library - Requirements for the reception and handling of samples in 96-well plates. - Proposed sequencing platform (e.g. Illumina NovaSEQ, NextSeq or equivalent), specifying its performance characteristics. - Read type (single-end or paired-end, eg. PE150) and justifications of its suitability. - Coverage depth adjusted to the project requirements. - Index demultiplexing capacity. <p>2) Quality Control (5 points)</p> <p>The tenderer shall provide a comprehensive description of the quality control system applied to both samples and data, with particular attention to the following aspects:</p> <ul style="list-style-type: none"> - Pre-sequencing controls: quantification (Qubit) and fragment size verification (Bioanalyzer / TapeStation). - Post-sequencing controls: read quality analysis (FastQC, MultiQC). - Minimum guaranteed quality: e.g. Q30 ≥ 85%. - Run repetition protocol: repetition of runs in the event of a failure attributable to the sequencing platform. - Possibility of partial run repetition: repetition of specific samples in case of a low number of reads <p>3) Work Methodology and Traceability (5 points)</p> <p>The report shall include a detailed description of the work methodology and traceability system, covering:</p> <ul style="list-style-type: none"> - Reception and registration process for the plates (manual or automated handling). - Equimolar normalisation process of libraries and sequencer loading procedure. - Sequencing procedure and verification of results. 	



	<p>4) Deliverables to the Client (5 points)</p> <p>The tenderer shall provide a detailed description of the final package of deliverables associated with the service, including:</p> <ul style="list-style-type: none"> - Types of files provided. - Data delivery format (e.g. server upload, external hard drive, etc.). - Quality control reports. - Service conformity certificate. - Description of the technical support service for resolving operational incidents. <p>b) Objective criteria. Evaluated through mathematical formulas (80 points).</p> <p>Evaluation of the economic offer (up to 80 points)</p> <p>The score will be applied and the economic offer will be evaluated according to the model in Annex 4.</p> <p>The highest score will be awarded to the lowest economic offer. The score for the remaining economic offers will be calculated according to the following formula:</p> <p>It will be verified that the offered price does not exceed the indicated maximum budget and/or that it does not involve a significant reduction.</p> <p>It will be evaluated according to the following formula:</p> <div style="border: 1px solid green; padding: 5px; margin: 10px 0;"> $P_v = \left[1 - \left(\frac{O_v - O_m}{IL} \right) \times \left(\frac{1}{VP} \right) \right] \times P$ <p> <i>P_v</i> = Puntuació de l'oferta a Valorar <i>P</i> = Punts criteri econòmic <i>O_m</i> = Oferta Millor <i>O_v</i> = Oferta a Valorar <i>IL</i> = Import de Licitació <i>VP</i> = Valor de ponderació </p> </div> <p>The weighting value is associated with the specific weight of the price criterion in the tender. This weighting value is obtained by adding 1 to the ordinary weighting value, which corresponds to the specific weight of the price criterion. In this case, since the price accounts for 80% of the total score, the weighting value is 1.80</p> <p>Abnormally low offers</p> <p>Those offers that are 25% below the basic tender price will be considered abnormally low disproportionate.</p> <p>Tie-breaking criteria</p> <p>"In the event that two or more bidders are tied based on the total score, the award will be proposed in favor of the bidder who obtained the highest score in the subjective criteria. If the tie persists, the resolution will be in accordance with Article 147.2 of the LCSP (Law on Public Sector Contracts)."</p>
J	GUARANTEES



	<p>Provisional guarantee In accordance with Article 106 of the LCSP (Law on Public Sector Contracts), no provisional guarantee is required.</p>
	<p>Definitive guarantee</p> <p>The successful bidder must provide a final guarantee amounting to 5% of the tender budget, excluding VAT, which must remain deposited for the minimum period indicated in section R of this specification."</p>
	<p>Price retention</p> <p>For this tender, the possibility of constituting the final guarantee by means of a price retention is not foreseen.</p>
	<p>Special execution conditions / Special obligations of the contractor</p>
K	<p>The contractor must comply with the general obligations outlined in Clauses 19 and 28 of the PCAP.</p>
	<p>Breaches and penalties</p> <p>In the event of improper performance of the contract, the Universitat may choose either to terminate the contract or to impose penalties.</p> <p>Such penalties shall be proportionate to the seriousness of the breach. Accordingly, if the Contractor, for reasons attributable to them, fails to comply with the contractual obligations, the University of Barcelona (UB) may impose penalties proportionate to the gravity of the non-compliance, with amounts not exceeding 10% (excluding VAT) for each individual breach, and not exceeding 50% in total.</p> <p>In accordance with Article 192 of Law 9/2017 on Public Sector Contracts, in the event of improper contract execution, the contracting authority may choose either to terminate the contract or to impose penalties, which will be proportional to the severity of the breach. The following gradation is established:"</p> <p><u>Very serious breaches</u></p> <p>The following shall be considered very serious breaches of contract:</p> <ul style="list-style-type: none">- Continuing to fail to comply with the parameters agreed in the Technical Specifications, despite repeated requests from the University of Barcelona (UB) notifying the Contractor of the non-compliance and requiring performance in accordance with the terms of the specifications.- Acting in breach of any of the special performance conditions set out in Section K of this Specifications Table.- The use of working systems or methods different from those provided for in the Technical Specifications or in the Contractor's offer, when such deviation causes serious harm to the execution of the contract.- Falsification of the services or deliverables declared by the Contractor in the payment documentation.- Failure to provide the contracted services under the applicable conditions and prices during the term of the contract.- Recurrence of serious breaches.- Delivery of results more than eight (8) weeks after the date of sample shipment.
L	





	<ul style="list-style-type: none"> - Failure to comply with the service start deadlines established in these Administrative Terms and Conditions. <p>A penalty consisting of deductions from the contract price may be imposed, up to a maximum of 10% of the contract award amount, in the event of a very serious breach.</p> <p><u>Serious breaches</u></p> <ul style="list-style-type: none"> - The following shall be considered serious breaches of contract: - Resistance to, or non-compliance with, the requests made by the Contracting Authority, when such conduct does not constitute a very serious breach. - The use of working methods, elements, materials, equipment or personnel other than those foreseen in the project, the tender specifications or the contractor's offer, when such use does not cause very serious harm. - Failure to comply with any improvements accepted by the contractor, where applicable. - Failure to observe the formal requirements established in these tender documents or in the applicable provisions governing the execution of the contract. - Delivery of results more than seven (7) weeks after the date of sample shipment. - Recurrence of minor breaches. <p>A penalty consisting of deductions from the contract price may be imposed, up to a maximum of 5% of the contract award amount, in the event of a serious breach.</p> <p><u>Minor Breaches</u></p> <p>The following shall be considered a minor breach of contract:</p> <ul style="list-style-type: none"> - Delivery of results more than six (6) weeks after the date of sample shipment <p>A penalty consisting of deductions from the contract price may be imposed, up to a maximum of 2% of the contract award amount, in the event of a minor breach.</p>
M	<p>Contract Manager</p> <p>Maria Rosa Faner Canet, Associate Professor affiliated with the Department of Biomedicine at the University of Barcelona, shall be responsible for the monitoring and supervision of the contract in accordance with the functions assigned to the Contract Manager.</p>
N	<p>Payments, invoicing, Dir3 and CeGe Codes</p> <p>Payment</p> <p>Payments shall be made as follows:</p> <ul style="list-style-type: none"> - Monthly, based on the sequencing services performed, as detailed in the corresponding invoice. <p>Such payments shall be made by bank transfer, upon submission of the corresponding invoice,</p>



	<p>within a maximum period of thirty (30) calendar days.</p> <p>Billing information and invoice delivery address</p> <p>The invoice shall include the following information: the name or corporate name, address, tax identification number, and bank account details of the awarded company; the invoice number and date; the recipient of the service; and the contract file reference number.</p> <p>Any codes or references required by the applicable regulations shall also be included.</p> <p>Electronic invoices must be submitted in facturae 3.2 or facturae 3.2.1 format and signed electronically with a third-level recognized certificate. The format specifications can be found at www.facturae.es</p> <table border="1"> <thead> <tr> <th colspan="2">Required details for electronic and non electronic invoices</th> </tr> </thead> <tbody> <tr> <td>Registered name</td> <td>University of Barcelona</td> </tr> <tr> <td>NIF</td> <td>ESQ0818001J</td> </tr> <tr> <td>Fiscal address</td> <td>Gran Via de les Corts Catalanes, 585 08007 Barcelona</td> </tr> <tr> <td>DIR3 Codes</td> <td>Accounting office: U00400225 Cost centre: U00400001 Processing unit: U00400001</td> </tr> <tr> <td>CeGe</td> <td>37180001607000</td> </tr> <tr> <td>Número de contracte</td> <td><i>This must be stated in row 3.1.6.1.5 ReceiverContractReference of the invoice in Facturae versions 3.2, 3.2.1 and 3.2.2. 2025/80</i></td> </tr> </tbody> </table> <p>Electronic invoices inbox https://efact.eacat.cat/bustia/?emisorId=215</p>	Required details for electronic and non electronic invoices		Registered name	University of Barcelona	NIF	ESQ0818001J	Fiscal address	Gran Via de les Corts Catalanes, 585 08007 Barcelona	DIR3 Codes	Accounting office: U00400225 Cost centre: U00400001 Processing unit: U00400001	CeGe	37180001607000	Número de contracte	<i>This must be stated in row 3.1.6.1.5 ReceiverContractReference of the invoice in Facturae versions 3.2, 3.2.1 and 3.2.2. 2025/80</i>
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	<p>Modification of the contract</p> <p>No modifications are foreseen.</p> <p>O However, in accordance with Article 309.1, second paragraph, of the Spanish Public Sector Contracts Law (LCSP), variations in the number of units shall not be considered contract modifications, provided that such variations do not result in an additional expenditure exceeding 10% of the contract price. This additional expenditure may be included within the final settlement of the contract.</p>														
	<p>Subcontracting</p> <p>P Subcontracting is allowed in accordance with Article 215 of the LCSP.</p>														
	<p>Q Price revision</p>														



	Price revision is not anticipated due to the nature of the contract, in accordance with Article 103.2 of the LCSP
R	Return of the definitive guarantee The final (performance) guarantee may be returned within two (2) months from the completion of the contract, subject to compliance with the corresponding formal requirements, including the authorisation of the return and the favourable report issued by the Contract Manager.





SPECIFIC ADMINISTRATIVE TERMS AND CONDITIONS GOVERNING THE PROCUREMENT OF THE SEQUENCING AND LIBRARY QUALITY CONTROL SERVICE FOR THE PROJECT “UNDERSTANDING THE HOST-ENVIRONMENTAL INTERACTIONS ACROSS THE LIFESPAN DETERMINING LUNG FUNCTION TRAJECTORIES AND COPD (PredictCOPD)” OF THE UNIVERSITY OF BARCELONA

FILE 2025/80

I. DISPOSICIONS GENERALS

1. Subject of contract

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

2. Administrative requirements and sustainability of contract

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

3. Estimated value of the contract, maximum tender budget, availability of credit and funding

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

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

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

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

4. The contract price is the price established at the time the contract is awarded and must be stated exclusive of VAT at the applicable rate.
5. The contract price includes all costs required for the correct execution of the contract, including all taxes, transport, waste removal, machinery costs, cleaning, third-party damages, the application of legal requirements concerning occupational health and safety, and quality control.
6. The financing of this contract is indicated in Section B of the tender summary



7. The contract price includes all expenses necessary for the proper execution of the contract, including taxes, transport, maintenance of the goods subject to supply until the end of the contract, waste removal, machinery, cleaning, third-party damages, compliance with legal provisions regarding safety and health, and quality control.

4. Duration of the contract and extensions

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

5. Legal framework

The current contract is an administrative contract, in accordance with the provisions of Article 25 of Law 9/2017, of November 8, on Public Sector Contracts, which transposes into Spanish law the Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council, dated February 26, 2014 (hereinafter referred to as LCSP). The parties are expressly subject to the provisions of this document and the corresponding technical specifications document.

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

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

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

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

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

6. Admissió of variants

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

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

1. The contracting file is processed through the route and procedure indicated in section E of the characteristics table.
2. The contracting authority for this procurement is indicated in section E of the characteristics table
3. The unit or service of the University of Barcelona receiving the contractual object is indicated in section E of the characteristics table.
4. Information regarding this contract will be published on the contracting authority profile of the University of Barcelona, indicated in section E of the characteristics table.

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

8. Electronic Communication Channels

In accordance with the fifteenth additional provision of the LCSP, the processing of this tender entails the practice of notifications and communications derived therefrom exclusively through electronic means.

1. Communications and notifications made during the procurement procedure and during the term of the contract will be made through electronic means via the e-NOTUM notification system, in accordance with the LCSP and Law 39/2015, of October 1, on the common administrative procedure of public administrations.
2. For these purposes, notices of the availability of notifications and communications will be sent to the email addresses provided by the companies for this purpose in the DEUC.

Once the email(s) indicating that the corresponding notification has been made available in e-NOTUM is received, the designated person(s) must access it using the link provided for this purpose. In the virtual space where the notification is stored, access to said notification is permitted with a digital certificate or with a password.

The deadlines 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 contracting authority's profile on the same day. Otherwise, the deadlines will be calculated from the receipt of the notification by the company to whom it is addressed. However, the deadlines for notifications made due to the special recourse procedure by the Catalan Contracts Court shall in any case be calculated from the date of sending the notification notice.



Furthermore, in order to receive all information regarding this tender, companies interested in participating, and in any case, bidding companies, must subscribe as interested parties in this tender through the subscription service for updates on the virtual bidding space available on the contracting authority's profile website.

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

Likewise, certain communications that need to be made on the occasion or as a consequence of the tendering and awarding procedure of this contract will be carried out through the notice board associated with the virtual bidding space of this tender on the Public Procurement Services Platform (PSCP).

In this electronic notice board, which provides irrefutable evidence of authenticity, integrity, and the date and time of publication of the information posted, information regarding both the tender and the contract will also be published.

1. Digital Certificates:

In accordance with the first additional provision of DL 3/2016, the use of advanced electronic signature based on a qualified or recognized electronic signature certificate within the terms provided for in Regulation 910/2014/EU of the European Parliament and of the Council, of July 23, 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 the signing of the DEUC and the bid.

Regarding foreign community certificates, qualified certificates from any European Union country will be accepted in accordance with Article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust services. This regulation states that a qualified electronic signature based on a qualified certificate issued in a Member State will be recognized as a qualified electronic signature in the rest of the Member States..

9. Procurement capacity

1. Natural or legal persons, Spanish or foreign, with legal personality and full legal capacity according to Article 65 of the LCSP (Public Sector Contracts Law), may submit proposals, provided they do not incur in any of the contracting prohibitions outlined in Article 71 of the LCSP, which can be proved by any of the means established in Article 85 of the LCSP, and that they demonstrate the required solvency as stated in this specification.
2. Additionally, the purpose or activity of bidders must be directly related to the object of the contract, as evidenced by their statutes or founding rules, and must be properly accredited. Legal persons must also have an organization with sufficient personnel and material elements to properly execute the contract.





3. The University of Barcelona may contract with temporary business unions formed for this purpose, without the need to formalize them in a public deed until they have been awarded the contract. These entrepreneurs are jointly liable to the contracting authority and must appoint a representative or sole attorney with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its termination, without prejudice to companies granting joint powers for significant collections and payments.

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

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

Legal capacity and legal personality of companies:

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

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

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

Entrepreneurs from non-European Union member states or non-signatories to the agreement on the European Economic Area must provide a report issued by the permanent diplomatic mission or consular office of Spain in the location of the company's domicile. This report must confirm, after verification by the company, that they are registered in the local professional, commercial, or analogous register, or, if not, that they operate regularly in local trade within the scope of the activities covered by the object of the



contract. Alternatively, they can provide a reciprocity report stating that the originating state allows Spanish companies to participate in tenders called by the public administrations of that state. They must also provide a report from the permanent diplomatic mission of Spain or the General Secretariat of Foreign Trade, certifying that the state of which they are nationals has signed the Agreement on Government Procurement of the World Trade Organization (WTO).

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

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

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

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

10. Solvència de les empreses licitadores

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

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

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

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

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

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

However, in accordance with Article 68 of the LCSP, in contracts subject to harmonized regulation, the

reciprocity report regarding companies from states signatory to the Agreement on Government Procurement of the World Trade Organization is waived.

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

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

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

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

Concretization of solvency:

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

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

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

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

11. Submission of offers

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

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

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

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

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

Bidding companies must retain the offer activation email, as the link contained in the activation message is the exclusive access they will have to submit their bids through the Digital Envelope tool.

By accessing the bidding submission website through this link provided, bidding companies must prepare all required documentation and attach it in electronic format in the corresponding envelopes. Bidding companies can prepare and submit this documentation gradually, before submitting the bid. Cada licitador no pot presentar més que una sola proposició. Tampoc pot subscriure cap proposta en agrupació temporal amb altres empreses si ho ha fet individualment, ni figurar en més d'una unió temporal. La vulneració d'aquestes premisses dona lloc de forma automàtica a l'exclusió de totes les ofertes presentades pel mateix licitador.

The submission of responsible declarations regarding compliance with participation requirements will be subject to correction by bidders, at the request of the contracting authority or the procurement board, when the declaration has not been submitted or is not properly completed. In this case, the bidder will be granted a period of three business days, starting from the day following the receipt of the correction request via e-NOTUM.

If the requested correction is not made within the given period, the contracting authority or procurement board will consider that the bidder withdraws their offer.

4. Bidders cannot withdraw their proposals during the period of two months from the opening of the proposals (Article 158.4 of the LCSP). This period will be extended by 15 business days when it is necessary to follow the procedures referred to in Article 149 of the LCSP regarding offers with



abnormal or disproportionate values. Improper withdrawal of a proposal may result in a declaration of prohibition to contract in accordance with Article 71.2.a) of the LCSP, leading to the confiscation of the provisional guarantee in accordance with Article 106 of the LCSP, if required according to the specifications.

5. The bids submitted must be free of computer viruses and any type of harmful program or code, as documents affected by a virus cannot be opened using the corporate tools of the Government of Catalonia under any circumstances. Therefore, it is the obligation of the contracting companies to scan the documents for viruses, and if documents from their bids arrive with viruses, it will be their responsibility if the Administration cannot access the content of these documents..

If any document submitted by bidding companies is damaged, blank, illegible, or affected by a computer virus, the procurement board will assess, based on the affected documentation, the legal consequences regarding the participation of that company in the procedure, resulting from the inability to access the content of any of the documents in the bid. If these documents are essential for understanding or evaluating the bid, the board may decide to exclude the company.

Bidding companies may submit a backup copy of the electronic documents presented on electronic physical media, which will be requested from bidding companies if necessary, in order to access the content of the documents in case they are damaged. In this regard, it is important to remember not to manipulate these files in order to avoid altering their electronic footprint, which will be verified to ensure the consistency of the documents in the backup copy, transmitted on electronic physical media, and those transmitted in the bid, through the Digital Envelope tool. Additionally, it should be noted that this backup copy cannot be used in the event that documents with viruses have been sent through the Digital Envelope tool, given the technical impossibility in these cases to compare electronic footprints and, therefore, to guarantee the non-modification of bids once the submission deadline has expired.

6. According to Article 23 of the RGLCAP, foreign companies must submit documentation in English or officially translated into Catalan or Spanish.
7. Interested parties in the tendering procedure may request additional information about the specifications and other complementary documentation from the contracting authority, and the University of Barcelona must respond within the deadlines set in the tender notice. Interested parties in the bidding process may also contact the contracting authority to request clarifications on the provisions of the documents or any other related documentation through the questions and answers section of the notice board in the virtual bidding space. These questions and answers will be public and accessible through the aforementioned notice board, located in the contractor's profile.
8. The University of Barcelona is not the owner nor does it have the authority to manage the PSCP, an IT tool owned by the Government of Catalonia. Therefore, this University is not competent to resolve technical issues that may arise for bidders when submitting bids. However, technical inquiries about the PSCP that bidders may have should be directed through the University of Barcelona, which will transmit them to the relevant technical services of the Government of Catalonia.
9. Proposals are confidential, and their submission implies the bidder's unconditional acceptance of the content of this specification, the technical specifications, as well as authorization for the board and the contracting authority to consult the data collected in the official register or the official lists of economic operators of a member state of the European Union.

Confidentiality

The documents and data submitted by bidding companies in Envelope B and, if applicable, in Envelope C, may be considered confidential if they include industrial, technical, or commercial secrets and/or



intellectual property rights, and if their disclosure to third parties could be contrary to the legitimate commercial interests of the company, harm fair competition among companies in the sector, or if their handling could be contrary to data protection regulations.

Additionally, the confidentiality status extends to any other information that could be used to distort competition, whether in this bidding process or in future ones. The company's financial offer and the data included in the European Single Procurement Document (ESPD) are not considered confidential under any circumstances. Com s'ha dit, en aquest cas, caldrà assenyalar aquesta impossibilitat de què les empreses declarin la confidencialitat en la configuració dels sobres a través de l'eina de sobre digital.

The confidentiality declaration by companies must be necessary and proportionate to the purpose or interest they seek to protect and must explicitly and justifiably specify the documents and/or data considered confidential. Generic or unjustified declarations of confidentiality are not accepted.

In any case, it is the responsibility of the contracting authority to assess whether the classification of certain documentation as confidential is appropriate and, consequently, to decide on the possibility of access to or inspection of said documentation, after hearing from the affected bidding company or companies.

Envelope Content

Envelope A (administrative documentation)

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

1.- Els licitadors hauran d'aportar:

European Single Procurement Document (ESPD)

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

In the case of companies participating in the tender with the commitment to form a temporary union (UTE) if awarded the contract, each company must prove its identity, capacity, and solvency, and submit a separate ESPD. In addition to the ESPD, they must provide a document confirming their commitment to formally establish a temporary union if awarded the contract, according to the model in Annex 1. This document must be signed by the representative of each company forming the union and must indicate the names and details of the signatory business owners, each of their contributions, and designate the person or entity who will exercise full representation before the University during the contract's validity.

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

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



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

Declaration of Submission to Spanish Courts

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

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

General considerations regarding the Submission of Tenders

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

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

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

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

2. Interested parties may request additional information regarding the specifications and other documentation, both legal and technical, through the PSCP. Both this request and its response shall be made within the deadline indicated in the announcement on the contracting authority's profile hosted on the PSCP.
3. Proposals are confidential, and their submission implies the bidder's unconditional acceptance of the content of these specifications and the declaration that they meet all the requirements for contracting.
4. Bidders cannot withdraw their proposals during the period of two months from the opening of the proposals (Article 158.4 of the LCSP). This period shall be extended by 15 business days when it is necessary to follow the procedures referred to in Article 149 of the LCSP relating to offers with abnormal or disproportionate values. Improper withdrawal of a proposal may result in a declaration of prohibition on contracting in accordance with Article 71.2.a) of the LCSP.
5. Bidders may be excluded from the contracting procedure if they make serious false statements when completing the DEUC or providing the information required to prove compliance with the requirements, without prejudice to any prohibition on contracting and criminal liability that may be determined.



Contents of envelope B and, if applicable, of envelope C

Envelope B must include the documentation specified in section G of the characteristics table, related to the award criteria that depend on a value judgment. Including the economic offer in envelope B, as well as any relevant information about the offer that can be automatically evaluated and should therefore be included in envelope C, will result in the exclusion of the bidding company if it breaches the confidentiality of the offers or the obligation not to know the content of the documentation related to the objective evaluation criteria before the documentation related to the subjective evaluation criteria.

If several award criteria are established, all of which correspond to the same type of evaluation, i.e., all are subject to value judgment or all are quantifiable automatically, the bidding companies must include all the documentation that makes up their offer in envelope B, and consequently, envelope C will remain empty.

If both criteria for awarding are established, evaluated based on a value judgment, and criteria quantifiable automatically, the bidding companies must include in envelope B all the documentation related to the award criteria subject to value judgment, and in envelope C, the documentation related to the criteria quantifiable automatically.

12. Contracting board

1. The Contracting Board, which provides technical assistance to the contracting authority, is composed of the members indicated in section H of the characteristics table.

The Contracting Board will be the competent body to evaluate the offers and qualify the administrative documentation, and will act in accordance with Article 326 of the LCSP and the applicable regulations.

2. The Contracting Board will analyze the documentation in Envelope A in a private session. If the Board detects any defects or omissions in the submitted documentation or requires any clarifications, it will notify the affected bidders electronically, allowing them a period of 3 business days to correct or provide the required clarifications.

Once the defects in the documentation contained in Envelope A have been corrected, if applicable, the Board will evaluate it and determine the companies admitted to the bidding process and those excluded, as well as, if applicable, the reasons for exclusion.

3. Exclusions will be made public through the publication of the minutes of the Contracting Board session on the University of Barcelona's procurement profile. Likewise, in accordance with Article 95 of the LCSP, the Board may request further clarifications from bidders regarding the certificates and documents submitted or require them to provide additional documents, which, in accordance with Article 22 of the RGLCAP, must be submitted within a period of 5 calendar days and cannot be submitted after the offers have been declared admissible.

The exclusion decisions made by the Board regarding the opening of Envelope A may be challenged as set out in clause thirty-nine.

13. Determination of the best offer

- a) Award criteria for the contract

1. For the evaluation of the proposals and the determination of the most advantageous offer, the evaluation criteria specified in section H of the characteristics table must be considered. These criteria are an integral part of this PCAP.

b) Practice of evaluating the offers

1. If a single award criterion has been established or if several award criteria are all quantifiable automatically, the opening of Envelope B submitted by the admitted companies will take place on the date, at the location, and at the time indicated in the tender announcement.
2. If both award criteria based on a value judgment (Envelope B) and criteria quantifiable automatically (Envelope C) have been established, the opening of Envelope B submitted by the admitted companies will proceed in a private session of the Board.

Subsequently, the scores obtained by each company for the criteria dependent on a value judgment will be published through the procurement profile, and a public session will be held to open Envelope C submitted by the companies.

3. After the opening of the envelopes is completed, bidding companies may present any observations they consider necessary to the Board, which must be recorded in the minutes.
4. The Board or the contracting authority may request clarifications from bidders regarding the submitted offers or direct them to correct manifest material errors in the drafting of the offers, provided that the principle of equal treatment is respected and without altering the terms of the offer.

Economic offers that are in the situation indicated in section I of the characteristics table may be considered abnormally low or disproportionate if, after giving the bidder an opportunity to explain, the bidder does not justify the possibility of executing the contract correctly at the offered price, in accordance with Article 149 of the LCSP. In general, offers deemed to be abnormally low will be rejected if they are based on hypotheses or practices that are inadequate from a technical, economic, or legal perspective.

If, on the other hand, the provided justifications are considered sufficient, the bidder will continue in the bidding process and may be required, in accordance with Article 107.2 of the LCSP, to provide a supplementary guarantee of up to 5% of the contract price, which is cumulative with the final guarantee.

5. If two or more bidders have the same total score, the award will be proposed in accordance with the provisions set out in section I of the characteristics table.
6. If, during the processing of the procedure and before the award, the legal personality of a bidding company is extinguished due to merger, division, or transfer of its business assets, the absorbing company, the resulting company from the merger, the beneficiary of the division, or the acquirer of the assets will succeed it in the procedure, provided it meets the conditions of capability and absence of prohibitions on contracting and demonstrates the required solvency and classification as stipulated in this PCAP to participate in the award procedure.
7. The exclusion decisions regarding the opening of Envelopes B and C will be subject to challenge as set forth in clause 39.

14. Classification of offers and requirement for documentation prior to award

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The company that has submitted the best offer must provide all documentation related to the required



capability and solvency for participating in the tender that is not listed in these registries or is not up-to-date or current, in accordance with the provisions of clause eleven of this document, as well as the following documentation:

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

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

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

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

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

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

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

15. Provisional and definitive guarantee

1. As a general rule and in accordance with Article 106 of the LCSP, a provisional guarantee is not required. If one is required, it will be expressly indicated in section J of the characteristics table.
2. In accordance with Article 107 of the LCSP, the bidder who submits the most advantageous offer must provide a final guarantee for the amount indicated in section J of the characteristics table within a maximum period of 10 business days from the day after receiving the request. The final guarantee covers the concepts outlined in Article 110 of the LCSP.
3. If the guarantee is not provided, the award in favor of the bidder will be rendered void. In this case, the University of Barcelona, before proceeding with a new call for tenders and provided that it is possible and with the agreement of the new awardee, may make a new award to the next-ranked bidder or bidders according to the order of classification of their offers, without prejudice

to taking appropriate measures against the bidder who did not provide the final guarantee within the stipulated time frame, in accordance with Article 150.2 of the LCSP. In this case, the new awardee has a period of 10 business days to provide the final guarantee.

4. When, as a result of a contract modification, its total value changes, the provided guarantee must be adjusted to the amount necessary to maintain the proper proportion between the guarantee and the new modified contract price within 15 days from the date of notification to the contractor of the modification agreement. For these purposes, price variations resulting from a review in accordance with Article 109.3 and Chapter II of Title II of the First Book of the LCSP will not be considered.
5. When penalties imposed on the contractor are enforced against the final guarantee, the contractor must replenish or increase the guarantee by the corresponding amount within 15 days from the enforcement of the penalty, otherwise it will be considered a cause for contract termination.

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

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

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

If, in accordance with Article 108.2 of the LCSP, the guarantee is to be established through a price retention, this will be expressly indicated in section J of the characteristics table, which will also specify the conditions for its establishment. Les garanties, independentment de la forma en què es constitueixin, s'han de dipositar a la Tresoreria de la Universitat de Barcelona, que entregará un resguard de constitució del dipòsit afectat.

7. The guarantees, regardless of the form in which they are constituted, must be deposited with the Treasury of the University of Barcelona, which will issue a receipt for the deposit made.
8. In the case of temporary unions of companies, the guarantees may be provided by one or more of the participating companies, provided that the total amount required is reached and that all members of the temporary union are jointly covered.
9. The final guarantee will be returned to the contracting company in accordance with the provisions of section R of the characteristics table.

16. Decision not to award or sign the contract and withdrawal

1. In accordance with Article 152 of the LCSP, the decision not to award or enter into the contract or to withdraw from the procedure may be adopted by the contracting authority before formalization.
2. The decision not to award or sign the contract and the withdrawal from the award procedure will be published on the contracting profile.
3. The decision not to award or sign the contract may only be adopted for duly justified public

interest reasons documented in the file. Withdrawal from the procedure must be based on an irremediable breach of the contract preparation rules or the rules governing the award procedure, with the cause for withdrawal being justified in the file.

17. Award of contract

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

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

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

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

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

18. Formalization of the contract

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

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

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

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

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



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

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

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

III. PROVISIONS REGARDING CONTRACT EXECUTION

19. Special Conditions of Execution

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

20. Contract execution

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

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

21. Compliance with Contract Duration / Execution Deadlines, Proper Contract Execution

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



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

In any case, the contractor's default does not require prior notice or warning from the University of Barcelona.

4. In case of non-compliance with the contract performance or failure to fulfill the commitments assumed by the contracting company or companies or the special execution conditions established in clause seventeen of this specification, the imposition of penalties as stated in section L of the characteristics table may be decided.
5. If the University of Barcelona chooses to impose penalties, the relevant administrative proceedings must be initiated, during which a period of hearing must be granted to the contractor. The amounts of such penalties shall be enforced by deducting them from the amounts that, as total or partial payment, are to be paid to the contractor. If they cannot be deducted from the aforementioned certifications, they shall be enforced against the definitive guarantee that has been constituted.
6. The penalty amount does not exclude the compensation for damages and losses caused by the contractor's delay, to which the University of Barcelona may be entitled in accordance with article 194 of the LCSP.
7. In case of non-compliance with the obligation of the contracting company to submit a detailed list of subcontractors or suppliers and proof of payment compliance, as provided for in clause twenty-seven, section N of this specification, penalties may be imposed, for which the definitive guarantee shall be liable.

22. Intellectual Property

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

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

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

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

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

23. The contract administrator

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

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

Propose penalties as necessary.

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

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

24. Technical Issues resolution

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

25. Resolution of interpretative technical doubts

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

IV. PROVISIONS REGARDING THE RIGHTS AND OBLIGATIONS OF THE PARTIES

26. Payments for the contractor

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

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

- Corporations and limited liability companies.
- Legal persons and entities without legal personality that do not hold Spanish nationality.
- Permanent establishments and branches of entities not resident in Spanish territory, under the terms established by tax regulations.
- Temporary business associations.
- Economic interest groupings.



6. The billing details and the invoice delivery address are as specified in section N of the characteristics table.
7. In accordance with Article 200 of the LCSP, and under the terms established therein, contractors may assign the collection rights they hold against the University of Barcelona in accordance with the law.

27. Responsibility of the Contractor

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

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

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

28. Other Obligations of the Contractor

The contractor is also subjected to the following obligations:

- a) The contracting company is committed, in the execution of the contract, to comply with the environmental, social, or labor obligations established by European Union law, national law, collective agreements, or provisions of international environmental, social, and labor law binding on the State, and in particular those established in Annex V of the LCSP. It is also obliged to comply with current provisions regarding the social integration of people with disabilities and tax regulations.
- b) The contracting company undertakes to implement measures to promote equality between men and women when carrying out the supply services.
- c) Compliance with current labor, Social Security, and occupational health and safety regulations.

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

Once the contract is awarded, it cannot commence activities until it has completed the business activity coordination procedure managed by the Office of Safety, Health, and the Environment (OSSMA) of the University of Barcelona, through the following link: Link.

<http://www.ub.edu/ossma/coordinacio-activitats-empresarials-cae/>

The contract cannot be formalized if OSSMA does not verify compliance with this obligation.

- d) Compliance with the orders and instructions given by the University of Barcelona in the technical interpretation of the contract.





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

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

Incidental processing of personal Data

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

1. The contractor's personnel and, if applicable, subcontractors' personnel, cannot access the personal data contained in the files, documents, and computer systems of the University of Barcelona.
2. However, if the contractor's personnel and, if applicable, subcontractors' personnel, incidentally access personal data, they are obligated to maintain confidentiality even after the termination of the contractual relationship, and under no circumstances may they use or disclose the data to third parties.
3. The contractor's personnel and, if applicable, subcontractors' personnel, although not responsible for processing, must respect the security measures established by the data controller. In particular, they must consider the following:
4. The contractor's own personnel and, if applicable, subcontractors' personnel, must know and comply with information confidentiality and are obliged to maintain absolute confidentiality regarding any data or information they may incidentally access.
5. Data and information derived from the execution of the contract cannot be used, transferred to third parties, copied, or reproduced.





6. The contractor and, if applicable, subcontractors, must inform the affected workers of the measures established in the previous clause and retain evidence of compliance with this duty.
7. The contractor and, if applicable, subcontractors, must immediately inform the data controller (General Secretariat of the University of Barcelona) of any incidents that occur during the execution of the contract that may affect the integrity, availability, or confidentiality of personal data, via email at secretaria.general@ub.edu.

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

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

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

- k) In compliance with Article 55.2 of Law 19/2014, of December 29, on transparency, access to public information, and good governance, the contract awardee is obliged to provide the University of Barcelona, upon request and within 10 days, with all necessary information for compliance with the obligations established in said regulation, as well as in any regulations issued for its development.
- l) Ensure that in the execution of the contract, all products or goods have been produced respecting the current socio-labor standards in Spain and the European Union, or the international standards



approved by the International Labor Organization if they have been produced in whole or in part outside the European Union, which aim to promote labor rights, foster decent work opportunities, and improve social protection.

- m) Execute the contract with criteria of fairness and fiscal transparency, therefore the income or profits derived from this public contract must be fully declared and taxed in accordance with current tax legislation, without using tax domiciles included in any country on the list of tax havens established by the OECD or the European Commission, either directly or through subsidiary companies.
- n) In case of subcontracting, provide a detailed list of subcontractors or suppliers and proof of payment compliance.

29. Contracting Entity's Prerogatives

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

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

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

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

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

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

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

1. The data controller of the personal data is the General Secretariat of the University of Barcelona, with postal address at Gran Via de les Corts Catalanes, 585, 08007 Barcelona, and email address secretaria.general@ub.edu.



2. The purpose of the processing of personal data is to manage the present public procurement.
3. The legal basis for the processing of personal data is the fulfillment of a task carried out in the public interest, based on the provisions of Organic Law 6/2001, of December 21, on Universities, Law 1/2003, of February 19, on Universities of Catalonia, and Law 9/2017, of November 8, on Public Sector Contracts, which transpose into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of February 26, 2014.
4. The data will be kept for as long as necessary to fulfill the purpose for which they were collected and to determine any liabilities that may arise from their processing.
5. The recipients of the data are the University itself and, if any, data processors. The identifying data of the contractor's representative will be published on the contracting entity's profile of the University of Barcelona when the contract is published. The transfer of personal data to any other third party is not foreseen unless it is a legal obligation. In this case, only the necessary data will be provided.
6. You have the right to access the data, request their rectification, erasure, objection, portability, or limitation, by sending a written request to the General Secretariat of the University of Barcelona by postal mail (Gran Via de les Corts Catalanes, 585, 08007 Barcelona), or by email (secretaria.general@ub.edu). A photocopy of the ID card or another valid document identifying the affected person must be attached.
7. If it is considered that the rights have not been adequately addressed, it can be communicated to the UB Data Protection Officer by postal mail (Gran Via de les Corts Catalanes, 585, 08007 Barcelona), or by email (protecciodedades@ub.edu).
8. You also have the right to file a complaint with the Catalan Data Protection Authority. Bidders, awardees, contractors, and, if applicable, subcontractors, undertake to provide the above information to their representatives and employees who provide personal data to the University of Barcelona.

31. Contract Modifications

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

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

32. Contract Suspension





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

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

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

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

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

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

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

33. Succession and Assignment of the Contract

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

34. Subcontracting

1. Given the targeted nature and connection to economic recovery from the pandemic of the credit funding this contract, in accordance with Article 16.1.g) of Decree-Law 5/2021, subcontracting of the main provision is not permitted. However, the contractor may engage other companies to



perform partial accessory elements of this contract, as provided in Section P of the characteristics table.

2. Tenderers must indicate in their offers the accessory elements of the contract they intend to subcontract, specifying their cost and the name or professional profile, defined by reference to the technical or professional qualifications, of the subcontractors to whom they plan to entrust the work. In this case, the intention to enter into subcontracts must be indicated in the DEUC (European Single Procurement Document), and a separate DEUC must be submitted for each of the companies to be subcontracted.

If contractors wish to enter into contracts that do not match those indicated in the offer, these cannot be concluded until twenty days have passed since the notification to the contracting authority, and the justifications referred to in the following paragraph have been provided, unless expressly authorized earlier or justified by an emergency or urgent measures, except if the Administration notifies its opposition within this period.

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

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

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

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

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

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

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

7. Under no circumstances can the contractor(s) engage individuals disqualified from contracting according to the legal system or who fall under any of the prohibitions to contract specified in Article 71 of the LCSP for partial execution of the contract.
8. The contractor must inform the workers' representatives about the subcontracting, in accordance with labor legislation.
9. Subcontracts are always of a private nature.
10. Payment to subcontracting companies and suppliers is governed by the provisions of Articles 216 and 217 of the LCSP.

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

35.Price Adjustment

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

VI. PROVISIONS RELATED TO CONTRACT TERMINATION

36.Reception and settlement

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

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

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

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

37. Warranty Period and Return or Cancellation of the Definitive Guarantee

1. The warranty period, in the case of supplies, shall commence from the date of reception or acceptance and shall be as indicated in section R of the characteristics chart. For services, the warranty period shall commence upon the reception of the services.
2. During this period, the definitive guarantee shall cover the concepts outlined in article 110 of the LCSP, as applicable.
3. Once the contractor has fulfilled the obligations arising from the contract, if there are no liabilities that need to be exercised against the definitive guarantee and the warranty period has elapsed, the decision to return or cancel the definitive guarantee shall be made ex officio, in accordance with the provisions of article 111 of the LCSP.

38. Termination of the contract: causes and effects

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

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

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

39. Regime of Appeals against the Procurement Documentation

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

However, and prior to resorting to judicial recourse, and in accordance with Article 44 and following of the LCSP, interested parties may choose to file a special appeal, within a period of 15 working days for the



filing of a special appeal against any of the acts listed in general terms in Article 20 of the LCSP from the day following the notification of the challenged act. Only if the contested act is the award decision, the processing of the procurement proceedings will be suspended. Until an express or presumed resolution of the special appeal is issued, interested parties may request the adoption of provisional measures in accordance with the provisions of Article 49 of the LCSP.

40. Arbitration

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

41. Precautionary measures

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

42. Invalidation Regime

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

43. Competent jurisdiction

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





ANNEX 1
FILE 2025/80

ENVELOPE A

GENERAL INFORMATION AND STATEMENT OF COMPLIANCE

Company details

Corporate name NIF
Trading name
Internet Address Telephone:
Social address (address, town and postal code)
Email address for information:

Details of the representative/s authorized to present the offer and document granting powers

Name and surname NIF
Position
Mobile phone-Email address
Indicate if it is the same person who will sign the contract YES NO
Deed: Notary name and surname
Notarial College protocol number:
Place and date:

Details for notification purposes

Person authorized to access electronic notifications
Name and surname (s)
Email:
Mobile telephone:

Data of the interlocutors

In case the company wishes to identify other than the representative or spokesperson, in order to relate to the University

Name and surname
Mobile telephone
Email
Position in the company

Provide exclusively the information that is applicable

Foreign companies: They will submit to the competent jurisdiction, for all incidents that could directly or indirectly arise from the contract.

Companies from States that are not members of the European Union or signatories to the Agreement on the European Economic Area:

Hold a report issued by their national embassy or consular office in Spain accrediting their inclusion in the relevant professional or trade registries in their country of origin or proof of regular professional activity in the area constituting the subject of the contract.

Hold the statement of reciprocity referred to in Article 68 of the LCSP, except in the case of companies from states that have signed the World Trade Organization's Agreement on Government Procurement.





(If applicable) If the successful tenderer is a temporary joint venture (UTE), the companies involved formally declare that the exclusive purpose of their association is to provide this service, in accordance with the provisions of Law 18/1982 of 26 May, and the remaining legislation on the issue, all in accordance with Article 69 of the LCSP.

The participation agreed by the companies in the UTE, both in terms of exercising rights and meeting obligations, shall be as follows:

Table with 3 columns: Company name, percentage, Authorized signature. Includes a 'For' label and an 'all' label.

purposes, the person who will hold the full representation of all the component companies of the UTE in front of the Universitat de Barcelona, both for the tender and during the term of the contract will be:

The company is registered and has updated data in:

- Electronic Register of Bidding Companies of the Generalitat de Catalunya (RELI)
Official Register of Bidders and Classified Companies of the State (ROLECE)
Other: Foreign companies the corresponding official list of authorized economic operators of a Member State.
Others: indicate

Is the company an SME:

- NO
YES

- Type: Medium (<250 Cash: <=50 million EUR Business Volume; <= 43 million EUR Balance Sheet).
Small (<50 Cash: <=10 million EUR Business Volume; <=10 million EUR Balance Sheet).
Micro (<10 Cash: <=2 million EUR Business Volume; <=2 million EUR Balance sheet).

Complies with the disability integration regulations. If applicable, declaration that the company's workforce is made up of a number of workers with disabilities greater than 2% or of the adoption of any of the alternative measures provided for in art. 2 of RD 364/2005, of April 8.

The company has drawn up and implemented an equal opportunity plan for women and men if so required by law; or has drawn up and implemented a gender equality plan, even when this is not required in law; or has not drawn up and implemented a gender equality plan, even when this is not required in law

I authorize the contracting authority to obtain any official data or documentation required for award of the contract, if applicable, directly from the relevant administrative bodies

The company complies with all current regulations on occupational risk prevention, guaranteeing the safety and health of its staff at all times, and has the necessary safety equipment.

It undertakes to compete independently in this bidding procedure in relation to competing companies and without participating in collusive practices.

- (if applicable) The company intends to outsource the service provision and/or services associated with the providers or the services associated with them:
NO
YES

If the answer is yes, you must indicate the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom it will be entrusted:

Subcontracting part of the provision of the contract (art. 215 of the LCSP)

- You will not subcontract any part of the contract
It will subcontract with the following companies:





COMPANY	CIF	Part of the provision that subcontracts	% that supposes	Company compliance (signature and stamp)
(add all companies)				

That he/she is in possession of the necessary capacity and solvency in the part proportional to the tasks he/she will carry out and that he/she is not prohibited from contracting in accordance with article 71 of the LCSP.

In witness whereof and for all pertinent purposes, I hereby sign this statement of compliance at.....,

Signature





DECLARATION OF ALLOCATION OF MATERIAL

Mr./Ms., in the capacity of authorized representative of the company
..... (or in their own name), with an address at and with Tax ID
Number.....,

DECLARES

That the company undertakes to allocate to the performance of the contract a NovaSeq X sequencer
or equipment with equivalent technical specifications.

Specifically, the following sequencer will be allocated to the execution of the contract:

SPECIFY THE EQUIPMENT

And for the record, I sign this document



Technical report Template

Mr./Ms., acting in his/her capacity as authorised representative of the company (or on his/her own behalf), with registered address at and Tax Identification Number (NIF), declares that, having been duly informed of the conditions and requirements necessary to be awarded the contract for the sequencing and library quality control service for the project "UNDERSTANDING THE HOST-ENVIRONMENTAL INTERACTIONS ACROSS THE LIFESPAN DETERMINING LUNG FUNCTION TRAJECTORIES AND COPD (PredictCOPD)" of the University of Barcelona, file No. 2025/80, undertakes, in the name of the aforementioned company (or on his/her own behalf), to perform the contract in strict compliance with the requirements and conditions set forth in the Technical Proposal submitted.

The tenderer must submit a technical proposal in which the quality, suitability, and detailed description of the proposal will be assessed.

The proposal must include the specific definition and development of the service required in the Technical Specifications, and will be evaluated according to the following elements:

1) Service Specifications and Technical Characteristics (5 points)

The tenderer shall clearly and thoroughly describe the technical characteristics of the sequencing services offered, including:

- Sample volume and concentration conditions for the library
- Requirements for the reception and handling of samples in 96-well plates.
- Proposed sequencing platform (e.g. Illumina NovaSEQ, NextSeq or equivalent), specifying its performance characteristics.
- Read type (single-end or paired-end, eg. PE150) and justifications of its suitability.
- Coverage depth adjusted to the project requirements.
- Index demultiplexing capacity.

2) Quality Control (5 points)

The tenderer shall provide a comprehensive description of the quality control system applied to both samples and data, with particular attention to the following aspects:

- Pre-sequencing controls: quantification (Qubit) and fragment size verification (Bioanalyzer / TapeStation).
- Post-sequencing controls: read quality analysis (FastQC, MultiQC).
- Minimum guaranteed quality: e.g. Q30 \geq 85%.
- Run repetition protocol: repetition of runs in the event of a failure attributable to the sequencing platform.
- Possibility of partial run repetition: repetition of specific samples in case of a low number of reads

3) Work Methodology and Traceability (5 points)

The report shall include a detailed description of the work methodology and traceability system, covering:

- Reception and registration process for the plates (manual or automated handling).
- Equimolar normalisation process of libraries and sequencer loading procedure.



- Sequencing procedure and verification of results.

4) Deliverables to the Client (5 points)

The tenderer shall provide a detailed description of the final package of deliverables associated with the service, including:

- Types of files provided.
- Data delivery format (e.g. server upload, external hard drive, etc.).
- Quality control reports.
- Service conformity certificate.
- Description of the technical support service for resolving operational incidents.

This report must have a maximum length of 25 pages (excluding index), written in Arial font, Size 11, with single line spacing.





ECONOMIC OFFER TEMPLATE AND IMPROVEMENTS

Mr./Ms., in the capacity of representative of (or in his own name), with address at .. and with NIF....., declares that, aware of the conditions and requirements required to be awarded the contract of the "SEQUENCING AND LIBRARY QUALITY CONTROL SERVICE FOR THE PROJECT "UNDERSTANDING THE HOST-ENVIRONMENTAL INTERACTIONS ACROSS THE LIFESPAN DETERMINING LUNG FUNCTION TRAJECTORIES AND COPD (PredictCOPD)" OF THE UNIVERSITY OF BARCELONA, file 2025/80 undertakes on behalf of the aforementioned company (or in its own name) to execute it with strict subjection to the stipulated requirements and conditions, and in accordance with the following price and data:

a) Economic offer

- Library QC:

Item	Maximum Unit price	Unit Price offered for Library QC (excluding VAT)	Total Price (excluding VAT)	21% VAT	Total Price (including VAT)
Library QC	14,44€				

- 36Gb of 150 PE reads per library

Item	Maximum Unit price per GB	Maximum Unit price per Library	Unit Price offered per GB (excluding VAT)	Unit Price offered for Library (excluding VAT)	Total Price (excluding VAT)	Total Price (including 21% VAT)
36Gb of 150 PE reads per library	3,00€	108,00€				

And for the record, I sign this financial offer to

