

Institut d'Investigació Sanitària Pere Virgili

**ADMINISTRATIVE TERMS AND CONDITIONS
HARMONIZED PROCUREMENT – OPEN PROCEDURE**

**DESIGN, SUPPLY, INSTALLATION AND VALIDATION OF A METABOLIC ROOM FOR
THE PERFORMANCE OF WHOLE-BODY INDIRECT CALORIMETRY, FOR THE
UNITAT D'INVESTIGACIÓ CLÍNICA CAT_SUD, SUBSIDIZED BY THE TARRAGONA
COUNCIL**

FILES NUMBER IISPV2025-21

It is hereby stated that this contract will be carried out by the project with official file number 2025-0017989: "INCORPORATING A BODY COMPOSITION ANALYSIS SYSTEM AND ADVANCED NUTRITIONAL STUDIES IN THE CLINICAL RESEARCH UNIT SOUTH CATALONIA – IISPV", with internal code K25003S, regarding the procurement for the design, supply, installation and validation of a metabolic room for performing indirect whole-body calorimetry, for the Unitat d'Investigació Clínica CAT_SUD, subsidized by the Diputació de Tarragona.

SUMMARY TABLE OF CHARACTERISTICS OF THE TENDER PROCEDURE

ADMINISTRATIVE TERMS AND CONDITIONS

DESIGN, SUPPLY, INSTALLATION AND VALIDATION OF A METABOLIC ROOM FOR THE PERFORMANCE OF WHOLE-BODY INDIRECT CALORIMETRY, FOR THE UNITAT D'INVESTIGACIÓ CLÍNICA CAT_SUD, SUBSIDIZED BY THE TARRAGONA COUNCIL

A.- DESCRIPTION OF THE OBJECT OF THE CONTRACT: The current contract aims to design, supply, install and validate a metabolic room for performing whole-body indirect calorimetry.

This is a high-precision metabolic room unit, equipped with the necessary systems for the continuous assessment of energy expenditure and substrate oxidation in humans by indirect calorimetry, including technical and scientific training of personnel, comprehensive warranty and after-sales support. The infrastructure must comply with the highest international standards for clinical and biomedical research.

The metabolic room will be located in the UiC (Clinical Research Unit) which will be situated in a new space that will be built on Floor -1 of the Sant Joan de Reus University Hospital (HUSJR) as shown in the Annex "Metabolic Room Plan".

The code relating to the Common Procurement Vocabulary (CPV) is as follows:

CPV: 38418000-8 Calorimeters

The purposes and objectives are those described in the technical specifications.

B.- ESTIMATED VALUE OF THE CONTRACT: 594,000.00 EUROS (VAT excluded)

Concept	Amount (excluding VAT)
Total bid base budget	594,000.00 euros
Possible modifications	0.00 euros
Possible extensions	0.00 euros
Total	594,000.00 euros

B.1. BASE BUDGET FOR TENDER: €594,000.00 (VAT excluded)

Concept	Bidding amount (excluding VAT)	VAT	Bidding amount (VAT included)
Design, supply, installation and validation of a metabolic room for performing whole-body indirect calorimetry	€594,000.00	€124,740.00	€718,740.00

It is hereby stated that this contract will be carried out by the project with official file number 2025-0017989: "INCORPORATING A BODY COMPOSITION ANALYSIS SYSTEM AND ADVANCED NUTRITIONAL STUDIES IN THE CLINICAL RESEARCH UNIT SOUTH CATALONIA – IISPV", with internal code K25003S, regarding the procurement for the design, supply, installation and validation of a metabolic room for performing indirect whole-body calorimetry, for the Unitat d'Investigació Clínica CAT SUD, subsidized by the Diputació de Tarragona.

C.- CONTRACT PERFORMANCE TERM: The execution period begins with the formalization of the contract and ends with the closure of the project, which is expected to be completed by June 30, 2026.

D.1.- Extensions: An extension of the contract is not planned, however, depending on the needs of the project, the contract execution period may be modified, up to a maximum of 6 additional months, without leading to an increase in the estimated value of the contract.

E.- PLACE OF DELIVERY: Avinguda Dr. Josep Laporte, Nº 2, 43204, Reus (Tarragona), specifically, on Floor -1.

F.- BATCHES: It is not appropriate.

G.- PROVISIONAL GUARANTEE: There will be none.

H.- DEFINITIVE GUARANTEE: 5% of the award amount, excluding VAT (see clause 14 of these Administrative Terms and Conditions)

I.- WARRANTY TERM: 1 year (or improved period) from the signing of the supply receipt, after its installation and commissioning.

J.- ADMISSIBILITY OF VARIANT AND IMPROVEMENTS: No

K.- CAPACITY CONDITIONS: See clause 6 of the Administrative Terms and Conditions.

L.- SOLVENCY: See clause 6 of the Administrative Terms and Conditions.

M.- PRESENTATION OF PROPOSALS:

Deadline: January 16, 2026

Deadline: until 11:00 a.m.

Format and place of presentation: Through three envelopes in digital format, which will be called "Envelope 1, 2 and 3" and which must be presented using the **Digital Envelope tool (Sobre Digital)** accessible at the following web address:

<https://contractaciopublica.gencat.cat/perfil/IISPV>

The documents and the summary of the offer will be duly encrypted.

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

N.- OPENING OF ENVELOPE NUMBER 2, WHICH CONTAINS THE PROPOSAL ASSESSABLE THROUGH THE APPLICATION OF CRITERIA THAT DEPEND ON A VALUE JUDGMENT: The opening of the proposals will be held in a private event.

OPENING OF ENVELOPE Nº 3, WHICH CONTAINS THE PROPOSAL ASSESSABLE THROUGH THE APPLICATION OF QUANTIFIABLE CRITERIA USING AUTOMATIC FORMULAS: The opening of the proposals will be held in a private event.

O.- CRITERIA FOR AWARDING THE BIDS: according to Annex Nº 3 of these Administrative Terms and Conditions.

P.- MODEL OF THE OFFER RELATING TO QUANTIFIABLE CRITERIA USING FORMULAS: According to Annex Nº 2 of these Administrative Terms and Conditions.

Q.- MODIFICATION OF THE CONTRACT: No specific causes for contractual modification are foreseen.

R.- ASSIGNMENT OF THE CONTRACT: No

S.- PROCEDURE: Ordinary, through the open procedure provided for in articles 156 to 158 of the LCSP.

T.- ADVERTISING:

- Official Journal of the European Union.
- Contractor Profile. Accessible through the following web address:
<https://contractaciopublica.gencat.cat/perfil/IISPV>

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

Doubts, queries and/or requests for information must be submitted in writing to the FURV's Public Procurement Platform of Catalonia, no later than 6 days before the deadline for submitting bids ends.

Likewise, interested parties are informed that information related to the status of the processing of this procedure will be published on the contracting profile, including the pertinent clarifications and amendments, where applicable. Interested parties are advised to periodically consult the contracting profile to be informed of the status of the contracting procedure.

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

- Users of bidding companies (Specialized service hours from 9 a.m. to 6 p.m. Monday to Friday)
- sau.tic@gencat.cat Email subject: 31-Digital Envelope
- Telephone: 900 828 282 (extension 31)

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

SPECIFIC CLAUSES PACKAGE

SUPPLY CONTRACT

PROCESSING: Ordinary

PROCEDURE: Open

REGULATION: Harmonized

File code: IISPV 2025-21

Contract description: Contract for the design, supply, installation and validation of a metabolic room for performing indirect whole-body calorimetry, for the Unitat d'Investigació Clínica CAT_SUD, subsidized by the Diputació de Tarragona

I. GENERAL PROVISIONS

CLAUSE 1.- PURPOSE AND LEGAL REGIME OF THE CONTRACT

1. The purpose of these Administrative Terms and Conditions is to establish the conditions that will govern the award, by the Institut d'Investigació Sanitària Pere Virgili (hereinafter, "contracting entity"), of the supply contract whose object is described in **section A** of the Summary of Characteristics Table. Conditions that are defined in these Specific Clauses and in its annexes.

The indication of the division of the contract into batches is contained in **section F** of the Summary of Characteristics Table. Likewise, the description and content of each batch is defined in the technical documentation attached to these specifications.

2. The contracting entity is subject to the provisions of the Law 9/2017, of November 8, on Public Sector Contracts, which transposes Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of February 26, 2014 (hereinafter, "LCSP") into Spanish law, relating to harmonised procurement that, as a contracting authority that does not have the character of Public Administration, are applicable to it and Directive 2014/24/EU of the European Parliament and of the Council, of 26 February 2014, on public procurement ("Directive 2014/24/EU").

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

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

The provisions of Title I of Book Three of the LCSP apply to the preparation and award of this contract.

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

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

5. These Administrative Terms and Conditions, their Annexes and the Technical Specifications document will be of a contractual nature. The contract will comply with the content of these Administrative Terms and Conditions, the clauses of which will be considered an integral part of the respective contract.

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

7. The interpretation of the contract and discrepancies regarding its application will be made taking into account, first of all, the Administrative Terms and Conditions and the technical specifications, which will prevail over any other rule.

Ignorance of the contract in any of its terms and of other contractual documents of any kind that may be applicable in the execution of the agreed thing will not exempt the successful bidder from the obligation to comply with them.

8. In the event that the specifications are translated into other languages, in the event of a discrepancy, the Catalan version (in the case of the administrative specifications) and the Spanish version (in the case of the technical specifications) will prevail.

CLAUSE 2.- ESTIMATED VALUE OF THE CONTRACT, TENDER BUDGET AND CONTRACT PRICE

1. The estimated value of the contract for the purposes of determining the award procedure, advertising and the competence of the contracting body is that contained in **section B** of the Summary of Characteristics Table and does not include Value Added Tax.

This estimated value has been calculated in accordance with the provisions of article 101 of the LCSP and article 5 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement (hereinafter, the Directive). This value is the sum of the basic tender budget, as well as any modifications and, where applicable, extensions or other options, in the terms established in these Administrative Terms and Conditions.

2. The base bid budget for the contract is that stated in **section B.1** of the Summary Table of Characteristics.

The breakdown of the basic tender budget is indicated in **Annex Nº 6** of these Administrative Terms and Conditions.

This budget includes all valuation factors and expenses that, according to the contractual documents and current legislation, are the responsibility of the successful bidder, as well as taxes of any kind, including Value Added Tax.

Bids that present an amount greater than the tender budget or the unit prices into which it is broken down will be excluded.

3. The price of the contract will be the amount awarded, plus the corresponding Value Added Tax, which must be included in a separate item.

The contract price will be considered to include all other taxes, fees and charges of any kind that may apply, as well as all expenses that the successful tenderer must assume in accordance with the provisions of the attached standard contract and the Administrative Terms and Conditions and attached documentation.

The award amount will in no case exceed the tender budget. In the event that the bidder exceeds this or these amounts, he/she will be excluded from the procedure.

4. The contract price will not be subject to review.

5. It is stated that sufficient credit is available to meet the financial obligations arising from the contracting entity's fulfilment of the contract referred to in these Administrative Terms and Conditions, until its conclusion.

CLAUSE 3.- PERFORMANCE TERM

The duration/execution period of the contract is as stated in **section C** of the Characteristics Table or, where applicable, the one proposed by the successful bidder, if it is a minor.

The contract execution period will begin to run from the date of its signing.

This contract may be extended in accordance with what appears in **section D** of the Characteristics Table.

In this case, the extension will be agreed by the contracting authority and will be mandatory for the successful tenderer, in accordance with the provisions of article 29 of the LCSP.

CLAUSE 4.- CONTRACTING FILE, CONTRACT AWARD PROCEDURE AND DOCUMENTATION THAT WILL BE PROVIDED TO BIDDERERS

1. The procurement of the reference supply will be awarded through the open procedure regulated in articles 156 to 158 of the LCSP.

The contract will be awarded to the offer that presents the best value for money overall, in accordance with the award criteria set out in **Annex Nº 3** of these Administrative Terms and Conditions.

2. NECESSITY AND SUITABILITY OF THE CONTRACT: The needs that the contracting entity intends to satisfy through this contract are those stated in the justification report.

3. DOCUMENTATION THAT WILL BE PROVIDED TO BIDDERERS: From the day of publication of the tender announcement, interested companies will be able to obtain through the Contracting Profile webpage the documentation necessary to prepare their proposals, which includes the following documents:

- This Administrative Terms and Conditions
- Technical Specifications document.

All this documentation will be of a contractual nature. Likewise, it is reported that the standard contract attached as an Annex to these Administrative Terms and Conditions regulates the obligations of the contractor, such as, but not limited to, payment method, execution conditions, subcontracting, payment to subcontractors and suppliers, penalties, termination of the contract, etc. and that, therefore, must be taken into consideration by the bidders.

In accordance with article 138.3 of the LCSP, the contracting authority will provide all interested parties, 6 (six) days before the end of the deadline for submitting offers, with additional information relating to the specifications and other complementary documentation that they request, provided that it has been requested at least 4 (four) days before the deadline for submitting offers.

4. Contract manager:

A person responsible for the contract will be designated by the contracting entity, whose identity will be communicated to the successful tenderer once the contract has been awarded, who will be responsible for supervising the execution and adopting the decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed service, within the scope of the powers attributed to him.

5. CONTRACTING AUTHORITY: The contracting authority for this contract, due to its amount, is the Director of the IISPV, in accordance with what is established in the notarial powers of attorney.

CLAUSE 5.- ADVERTISING OF THE TENDER

This tender will be published by means of an announcement in the Official Journal of the European Union (OJEU) as well as in the entity's Contracting Profile, which can be accessed through the web address referenced in **section T** of the Summary of Characteristics Table.

The announcements will state the date of sending the announcement to the OJEU. Publication in the OJEU will precede any other publication in the terms established in article 135.3 of the LCSP.

II. TENDER PROCEDURE

CLAUSE 6- CONDITIONS OF CAPACITY AND SOLVENCY OF THE BIDDERS

1. Natural or legal persons, Spanish or foreign, who have full capacity to act in accordance with the provisions of article 65 of the LCSP, who are not included in any of the prohibitions on contracting set out in article 71 of the aforementioned Law and who prove the solvency required in these specifications and enjoy the business or professional qualification that, where applicable, is required to carry out the activity or service that constitutes the object of the contract, may contract with the contracting entity.

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

2. In accordance with article 75 of the LCSP, solvency may be proven based on the solvency and resources of other entities, regardless of the legal nature of the existing links, provided that it is proven that, for the execution of the contract, it will effectively have these resources. However, with respect to academic and professional qualifications or professional experience, the capacities of other entities may only be used if they execute the part of the object of the contract for which said capacities are required. These third parties must prove their capacity, aptitude and solvency required in these specifications.

In the event that the bidding company uses the capabilities of other companies to prove its economic and/or technical solvency, in accordance with the provisions of article 75 of the LCSP, or intends to subcontract, it must indicate this circumstance in the responsible declaration in accordance with the model contained in ANNEX NUMBER 1 of this Administrative Terms and Conditions, which is referred to later and submit another separate declaration for each of the companies whose capacity you are using or intend to subcontract, duly signed.

In the event that recourse is made to the economic and financial solvency of other entities, the bidder and the entities with which it collaborates for the provision of this contract will be jointly and severally liable for its execution.

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

A) Economic and financial solvency:

- i. Declaration on the overall turnover and, where applicable, on the turnover in the field of activities corresponding to the end of the contract, referring at most to the last three available financial years depending on the date of creation or start of the entrepreneur's activities, to the extent that references for this turnover are available. The overall annual turnover must be at least 1,5 of the estimated value of the contract.

It will be proven through the annual accounts duly registered in the registry.

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

B) Technical or professional solvency:

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

Contracting companies must prove that they have executed, during the year of greatest execution of the indicated period, a minimum amount (excluding taxes) of at least the same amount as the estimated value of the contract similar to that of the object of the contract.

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

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

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

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

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

In the event that a bidding company, or a company linked to it, has participated in the preparation of the technical specifications or preparatory documents for the contract, it must expressly indicate this, specifying what its participation has been, providing the corresponding responsible declaration in envelope Nº 1.

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

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

CLAUSE 7.- BIDDER PROPOSALS: GENERAL RULES

1. The proposals will refer to the entire supply subject to this contract, and partial offers will not be accepted.

Proposals must be submitted within the maximum period set out in **section M** of the Summary Table of Characteristics and in the tender notice. Proposals submitted outside the established period will not be accepted under any circumstances.

All bidders must indicate at the time of submitting their proposals an address, telephone, fax, email and contact person for communications and relations that generally arise from this procedure or that may in any way affect the bidder.

2. The offers must be valid for four months, counted from the date of opening of the proposals. After this period, the bidders may choose to maintain or withdraw their proposals, with full indemnity for the parties, without any type of compensation or indemnity being requested. Offers that are not withdrawn will be understood as valid and binding for the bidder for all purposes provided for in these Administrative Terms and Conditions.

3. Each bidder may not submit more than one proposal in the same batch in this procurement procedure, either individually or jointly with other companies.

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

Nor may you sign any proposal in joint participation with other bidders if you have already done so individually, nor be included in more than one of these groups. Violation of the provisions of this paragraph will result in the inadmissibility of all proposals submitted.

4. The simultaneous presentation by related companies will entail the effects established in the applicable regulations in relation to the application of the regime of offers with abnormal or disproportionate values.
5. In the event that it is a contract whose purpose is the monitoring, supervision, control and management of any contract, as well as coordination in matters of health and safety, it may not be awarded to the same company awarded the corresponding contract, nor to a company linked to it.

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

1. The proposals will consist of three (3) envelopes, indicating the tender and, where applicable, the batch to which the tender is being submitted. Each envelope will state its contents, stated numerically.

Envelope number 1 must contain the responsible declaration referred to in letter c) of article 159.4 of the LCSP. Envelope number 2 must contain the documentation that must be assessed according to the criteria whose weighting depends on a value judgment and Envelope 3 must contain the financial offer or aspects whose assessment depends on automatic formulas, the latter conforming to the model that appears as an annex to these Administrative Terms and Conditions.

In the event that the contract is divided into batches, an Envelope 1, 2 and 3 must be submitted for each batch.

The documentation contained in envelope Nº 2 may not include any information that would allow the contents of envelope Nº 3 to be known regarding the economic proposal and technical documentation of automatically assessable criteria. Failure to comply with this obligation will result in exclusion from the tender.

Bidders may indicate which information in their proposal is confidential, without, in any case, being able to declare the financial offer as such. The contracting authority will guarantee the confidentiality of the information expressly designated in this way, within the parameters of the law and provided that it does not affect the right to information that the rest of the bidders have in accordance with the provisions of the current legislation on access to public information.

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

<https://contractaciopublica.gencat.cat/perfil/IISPV>

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

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

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

3. In order to start sending the documentation, the tool will require the bidding companies to enter a keyword for each envelope with encrypted documentation that is part of the tender (no keyword is required for envelope N° 1, since the documentation is not encrypted). This keyword will be used to encrypt the documentation when the bids are sent.

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

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

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

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

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

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

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

6. Furthermore, the formats of admissible electronic documents are the following:

- PDF

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

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

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

9. Communications and notifications made during the contracting procedure and during the term of the contract will be made by electronic means.

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

10. On the other hand, in order to receive all the information relating to this tender, companies that wish to do so and, in any case, the bidding companies must subscribe as interested in this tender, through the subscription service to the news of the virtual tender space which is made available for this purpose at the web address of the contracting body's contracting profile, accessible on the Public Procurement Services Platform of the Generalitat:

<https://contractaciopublica.gencat.cat/perfil/IISPV>

This subscription will allow subscribers to receive immediate notification to their email addresses of any news, publication or notice related to this tender.

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

11. Digital certificates.

In accordance with the first additional provision of DL 3/2016, the use of an advanced electronic signature based on a qualified or recognised electronic signature certificate in the terms provided for in Regulation (EU) 910/2014/EU of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC will be sufficient. Therefore, this is the minimum security level required for the electronic signature certificate accepted for signing the ESPD and the offer.

Regarding foreign Community certificates, qualified certificates will be accepted in any country of the European Union in accordance with article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust services, mentioned above, which provides that "a qualified electronic signature based on a qualified certificate issued in a Member State shall be recognized as a qualified electronic signature in the other Member States".

CLAUSE 9.- BIDDER PROPOSALS: DOCUMENTATION

9.1. *Documentation proving compliance with the prerequisites*

ENVELOPE 1

CONTENT:

"Envelope 1" must contain the document(s) indicated below:

9.1.0 Responsible declaration: Compliance with the agreement, compliance with the 2% reserve quota for people with disabilities and Obligation to have an Equality Plan for men and women.

The bidding companies must complete the responsible declaration in accordance with the model that accompanies these specifications as **Annex Nº 0**. This must be duly signed by the signatory of the proposal, who acts as a representative of the bidding company.

9.1.1. European Single Procurement Document (ESPD).

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

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

Tendering companies can fill in the ESPD form through the European Commission's online service, through which the ESPD model corresponding to this tender can be imported, filled in, downloaded and printed for submission. The model of this Document can be downloaded at the following email address:

<https://ec.europa.eu/growth/tools-databases/espd/filter?lang=es>

Specialties in relation to temporary unions of entrepreneurs:

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

Other specialties:

- When the entrepreneur resorts to the solvency and resources of other entities, each of them must submit the duly completed ESPD form.
- When the specifications provide for the division of the subject matter of the contract into batches, if the economic and financial or technical or professional solvency requirements

required vary from one batch to another, a responsible declaration will be provided for each batch or group of batches to which the same solvency requirements apply.

The contracting authority will require the company in whose favor the award proposal falls to prove, before the award of the contract, compliance with the personality, capacity and solvency requirements through the provision of the documentation indicated in clauses 6 and 11 of these Administrative Terms and Conditions.

In any case, the contracting authority may request, at any time prior to the adoption of the award proposal, that the bidders provide documentation proving compliance with the conditions established for being awarded the contract referred to in the aforementioned clauses 6 and 11 of these Administrative Terms and Conditions.

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

9.1.3. Document proving that the provisional guarantee has been provided, if required in accordance with **section G** of the Characteristics Table.

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

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

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

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

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

9.1.6. Responsible declaration regarding the part or parts of the work that will be subcontracted and, if known, the names of the subcontractors.

9.1.7. Other statements that the contracting authority considers necessary in accordance with the object of the contract.

ENVELOPE 2

CONTENT:

“Envelope 2” must contain the document(s) indicated below:

9.2. Technical offer and/or references whose evaluation depends on value judgments

This proposal will be assessed in accordance with the award criteria set out in Annex 3 of these Administrative Terms and Conditions.

ENVELOPE 3

CONTENT:

“Envelope 3” must contain the document(s) indicated below:

9.3. Economic offer and other references that can be evaluated automatically, in accordance with ANNEX NUMBER 2 of these Administrative Terms and Conditions

The financial offer and other automatically evaluable references must be formulated in accordance with the model that accompanies these specifications as Annex Nº 2.

Regarding the financial offer, the price offered will be considered to include all types of expenses, fees or necessary taxes that arise due to the Contract and its correct execution.

In addition, the price offered must include a breakdown of the current Value Added Tax. Any variation in the VAT rate will be applicable from the date of its entry into force.

Failure to follow the bid model provided for in Annex Nº 2 will result in the exclusion of the bidding company.

Bids that present an amount greater than the tender budget or the unit prices into which it is broken down will be excluded.

CLAUSE 10.- CRITERIA FOR THE AWARD OF THE CONTRACT.

1. The proposals presented and accepted will be studied, assessed and weighted in accordance with the criteria set out in **Annex Nº 3** of these Administrative Terms and Conditions.

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

2. The award will be made to the proposal that presents the best value for money, which will be the one that obtains the highest score among all the proposals admitted to the tender.

The award resolution will be motivated and, unless it is contradictory to the proposal made by the Contracting Board, or is based on different considerations, it will be understood that it adopts the reasons contained in the proposal of the aforementioned Contracting Board.

3. Presumably abnormal or disproportionate offers will be assessed in accordance with what is indicated in Annex N° 3.

If, from the application of these criteria, a certain proposal is identified as allegedly abnormal or disproportionate, the contracting authority will request from the affected bidders, in writing, the information and justifications it deems appropriate in relation to the different components of their proposal, a procedure that must be completed within a maximum period of 3 working days.

Once the requested information and justifications have been received, the contracting authority will request a technical report from the technical services of the entity assessing the justifications of the bidders involved in the alleged abnormal or disproportionate bid.

For the analysis of the justifications of the proposals that may be considered abnormal or disproportionate, the relationship between the financial offer made by the bidder and the rest of the elements offered will be taken into consideration.

Based on the bidder's justification and the technical report, the contracting authority will determine whether or not the bid can be fulfilled by the bidder as a result of the inclusion of abnormal or disproportionate values. If the bid is considered abnormal or disproportionate, the contracting authority will exclude it from the bidding procedure.

If the abnormally low offer shows that the unit prices of the wages of the workers considered in the offer are lower than those established in the application agreement, in order to verify the adequacy of the offer to the wage costs, a complementary technical report may be required from the body representing the workers or from an organization representing the sector.

Likewise, the offer will be excluded if, during the hearing procedure of the bidding company that has submitted a bid classified as abnormally low, it is evidenced that the unit prices of the salaries of the people who will execute the contract considered in the offer are lower than those established in the application agreement.

4. In cases of a tie in the scores obtained by the companies' bids bidders, will have preference in the award of the contract:

- The proposal presented by those companies that, at the time of proving their technical solvency, have a number of disabled workers in their workforce of more than two percent, provided that their proposals match the most advantageous one in terms of the criteria that serve as the basis for the award.

- The bidding company that has the highest percentage of permanent workers with disabilities in its workforce will have preference in the award of the contract.
- Preference will be given to the proposal presented by an entity recognized as a Fair Trade Organization for the award of contracts that have as their object products in which there is a fair trade alternative,
- Proposals submitted by companies that, at the end of the deadline for submitting offers, include social and labor measures that promote equal opportunities between women and men.

If the tie persists once the additional award criteria have been applied, the contract award will be settled by drawing batches, which will be held in a public event, following a call through the Contractor Profile.

CLAUSE 11.- CONTRACTING BOARD

The members of the Contracting Board are those listed in the Resolution appointing the Contracting Board of the contracting file.

When constituting the Contracting Board, its members will declare the existence or not of incompatibilities, as generally provided for in the LCSP. In the event of any incompatibility, the member of the Board affected by it must leave it and, in such cases, the substitute member will form part of it or another member will be appointed who meets, if necessary, the experience and suitability requirements of the member with the incompatibility.

CLAUSE 12.- OPENING AND EXAMINATION OF THE OFFERS

1. Once the deadline established in the announcement for the submission of offers has ended, "Envelope 1" will be opened, in order to verify that it contains the documentation established in clause 9.1 of these Administrative Terms and Conditions and to proceed to qualify its validity.

The contracting board may require bidders to submit all or part of the documents proving their suitability, capacity and solvency for the purposes of verifying any point of the declaration of compliance with the prerequisites when it considers that there are reasonable doubts about the validity or reliability of the declaration or when it is necessary to guarantee the proper development of the same. The deadline for providing the required documentation will be five calendar days from receipt of the request.

2. Subsequently, and if applicable, the bidders will be notified of the existence of defects or omissions that can be corrected, setting a deadline for the bidders to submit the appropriate correction. This deadline may not in any case exceed three calendar days from the date of the aforementioned notification.

Defects consisting of the lack of the required requirements will be considered irremediable, and those that refer to the mere lack of accreditation of the same will be considered amendable. The decisive moment to assess the concurrence of the capacity requirements required to contract will be the end of the deadline for submitting proposals.

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

In addition, the Contracting Board may request clarification from the bidder on the certificates and documents presented or require it to present other complementary ones.

3. Failure to present any of the documents that must be included in Envelope 1 will be cause for exclusion from the tender procedure, unless it is considered amendable by the Contracting Board and has been amended within the period granted.

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

4. Within a period not exceeding twenty days, counting from the date of the end of the period for submitting bids, on the date, time and place indicated in the tender announcement or through the information published in the Contracting Profile, the Contracting Board will proceed, in a public act, to the opening of envelope number 2, announcing the information relating to the result of the opening of envelope number 1.

The entity's technical services will assess the offers contained in Envelopes 2 in accordance with the weighted award criteria based on value judgments provided for in Annex Nº 3 of these Administrative Terms and Conditions and will submit said assessment to the Contracting Committee.

The Contracting Board may request from the bidders the presentation of additional information that it deems necessary for clarification purposes in relation to envelopes Nº 2, which must be completed before the Contracting Board within the period granted for this purpose, which may not exceed 5 days.

5. Once the criteria that depend on a value judgment have been assessed, the bidders will be notified of the date of opening of the documentation contained in Envelope 3. This date will also be made known through the Contracting Profile. The opening of Envelope 3 will be held in a public event.

Before the opening of Envelope 3, the entity, through the Contracting Profile or on the same day of the public opening of Envelope 3, in advance, will announce the assessment obtained by the admitted bidders in relation to the offer contained in Envelope 2.

Likewise, it will also announce, if applicable, the excluded bidders and the cause of exclusion, and will proceed to open Envelope 3 of the accepted proposals.

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

Once the proposals contained in Envelope 3 have been opened and the documentation included in each of them has been checked, the Contracting Board will indicate those offers that have been excluded for not complying with the bases set out in these Administrative Terms and Conditions.

The proposals contained in Envelope 3 will be studied, assessed and weighted, in accordance with the automatically evaluable award criteria indicated in these Administrative Terms and Conditions.

6. Once the bids have been evaluated, and after excluding those that do not meet the requirements of the Specifications, the Contracting Board will propose the classification in descending order of score and will formulate the award proposal in favor of the candidate who has obtained the best score, which it will submit to the contracting body.

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

7. Once the contracting body has accepted the proposal of the Contracting Board, the corresponding services will require the bidder who has submitted the best offer, in accordance with the provisions of article 145 of the LCSP, to provide the following documentation within a period of ten (10) business days from the day following that in which the request was received:

- **In case the company is not registered in ROLECE or RELI:**
 - i. Documentation proving personality and capacity:
 - a) For individuals (individual and professional entrepreneurs), it will be mandatory to present the national identity document (DNI), or a document that replaces it, and the tax identification number (NIF), in case it does not appear on the aforementioned DNI.
 - b) For legal entities, it will be mandatory to present the CIF and the articles of incorporation, modification and adaptation of statutes, where applicable, duly registered in the Commercial Registry, when this requirement is required in accordance with the commercial legislation that applies to it. When this registration is not required, accreditation will be carried out by providing the deed or document of incorporation, modification, statutes or founding act, which contain the regulations governing the company's activity, registered, where applicable, in the corresponding official Registry.
 - c) If the entrepreneur acts through a representative or is a legal entity, it is necessary to provide:
 - c.1.) Public document of power of attorney, duly registered in the corresponding public registry.
 - c.2.) DNI and NIF of the representative and the signatory of the financial proposal.

- d) The capacity to operate of non-Spanish companies from Member States of the European Community, or signatories to the Agreement on the European Economic Area, must be proven by registration in the appropriate registers in accordance with the legislation of the state in which they are established, or by presenting a sworn declaration, or a certification in the terms established by regulation, in accordance with the applicable Community provisions.
- e) The capacity to operate of foreign companies not included in the previous section must be proven by observing the rules set forth in article 68 of the LCSP.
- f) As previously mentioned, tenders may be submitted by unions or groups of companies that are temporarily constituted for this purpose, without the need to formalize them in a public deed until the award has been made in their favor. These companies will be jointly and severally liable to the contracting entity.

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

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

In the event that all or part of the related documentation has already been delivered to the contracting entity and has not been subject to any modification or update, and is therefore fully valid, the bidder will not need to provide it again as long as it is accompanied by a duly completed and under their responsibility certification of the validity of said documentation, according to the model in Annex N° 4.

- ii. Documentation proving economic and financial and professional or technical solvency: in accordance with the provisions of clause 6 of these Administrative Terms and Conditions.
- iii. If required, proof of the establishment of the definitive guarantee. In the event that the candidate proposed as the successful bidder does not present the definitive guarantee within the period granted for this purpose, the proposal for award will be made in favor of the next candidate in score, granting him the corresponding period to establish said guarantee.
- iv. Other documentation:
 - A. Registration in the Economic Activities Tax, in the section corresponding to the object of the contract, and last receipt, provided that it carries out activities subject to and not exempt from said Tax.

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

- B. Specific certificate of being up to date with tax obligations issued by the Administración Tributaria, for the purposes of article 43 of Law 58/2003, of December 17, General Tax Law.
- C. Positive certificate issued by the Generalitat de Catalunya proving the absence of tax debts with the aforementioned Administration.
- D. Positive certificate, issued by the competent body, of being up to date in fulfilling obligations with Social Security.
- E. In the case of resorting to the integration of solvency through external means, contribution of the commitment referred to in article 75.2 of the LCSP.
- F. Commitment to assign means referred to in article 76.2 of the LCSP.

- **In case the company is registered in ROLECE or RELI:**

- i. Document proving registration in the ROLECE or RELI and certification of the validity of the data contained therein. If any of the information referred to in the previous section is not contained in the RELI, it must be provided separately.
- ii. In the case of resorting to the integration of solvency through external means, contribution of the commitment referred to in article 75.2 of the LCSP.
- iii. Commitment to assign means referred to in article 76.2 of the LCSP.
- iv. If required, proof of the establishment of the definitive guarantee. In the event that the candidate proposed as the successful bidder does not present the definitive guarantee within the period granted for this purpose, the proposal for award will be made in favor of the next candidate in score, granting him the corresponding period to establish said guarantee.

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

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

III. AWARD AND FORMALIZATION OF THE CONTRACT

CLAUSE 13.- AWARD OF THE CONTRACT

1. The contracting authority will award the contract to the proposal that presents the best value for money by means of a reasoned resolution that will be notified to all bidders, and which will be published in the entity's Contracting Profile, within a maximum period of five (5) working days from the date on which the final guarantee has been constituted, if one has been required, and once the documentation referred to in the previous clause has been provided.

The contract award decision must be motivated with reference to the award criteria of these Administrative Terms and Conditions, must specify the reasons for rejecting a candidacy or offer and the characteristics and advantages of the selected offer, incorporating the indication of the total and partial scores obtained by all admitted companies, in each of the award criteria. It will be sufficient motivation if, in the award resolution, the contracting body accepts and assumes the award proposal formulated by the Contracting Board.

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

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

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

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

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

4. Once the deadlines set out in article 158 of the LCSP for the award of the contract have elapsed without the award agreement having been issued, the bidders will have the right to withdraw their proposal, without the right to any type of compensation. However, the contracting authority may request the bidders to maintain their offer for a longer period, after informing the bidders and publishing it in the Contracting Profile, the bidding being maintained with those bidders who accept the extension.

CLAUSE 14.- FORMALIZATION OF THE CONTRACT

1. The contract may not be formalized before fifteen working days have elapsed since the notification of the award is sent to the bidders.

The services dependent on the contracting authority will require the successful tenderer to formalise the contract within a period not exceeding five days from the day following that on which the request was received, once the period provided for in the previous paragraph has elapsed without an appeal having been lodged that would entail the suspension of the formalisation of the contract. The same procedure will be followed when the body competent to resolve the appeal has lifted the suspension.

2. When, for reasons attributable to the successful tenderer, the contract has not been formalised within the indicated period, the amount equivalent to 3% of the tender base budget, excluding VAT, will be required as a penalty, which will be paid first against the final guarantee, if one has been established.

In this case, the contract will be awarded to the next bidder in the order in which the bids were ranked, upon presentation of the documentation provided for in clause 12 of these specifications.

3. The contract may not be executed prior to its formalization.

4. The Contract must be formalized at the headquarters of the contracting body in writing, by means of a private document, according to the model attached to these Administrative Terms and Conditions. The Contract will be perfected upon its formalization.

The successful bidder may request that the Contract be converted into a public deed, being responsible for the corresponding expenses.

CLAUSE 15.- FINAL GUARANTEE

The successful bidder must provide the final guarantee, amounting to 5% of the award amount, excluding VAT, before the contract is formalized, and may be submitted in the forms established in article 108 of the LCSP. The final guarantee may NOT be provided through price retention.

In the event of a bank guarantee, the aforementioned guarantee must be formalized according to the standard guarantee that appears in annex N° 5.A of these Administrative Terms and Conditions, and the guarantor must comply with the legally required requirements.

In the case of a surety insurance contract, it must have been concluded in the form and under the conditions established by regulation, with an insurance company authorized to

operate in Spain in the surety insurance sector, and it will be necessary to deliver the contract certificate to the contracting body.

This insurance must be formalized in the corresponding policy that will be specified in a certificate, the standard model of which appears in annex Nº 5.B of these Administrative Terms and Conditions, and the insurance company must comply with the legally required requirements.

Restoration of guarantees: The contractor is obliged to restore the guarantees in the corresponding amount in the event that they have been executed, in whole or in part, up to the amounts established in these Administrative Terms and Conditions.

When, as a result of the modification of the contract, for any circumstance, the price of the contract experiences an upward or downward variation, the guarantee constituted will be adjusted by the amount necessary to maintain the due proportionality between the guarantee and the base budget of the contract in force at any given time.

The return or cancellation of the definitive guarantee will be carried out once the guarantee period has expired and the contract has been satisfactorily completed, or the contract has been terminated for reasons not attributable to the contractor and following the procedure established therein.

IV. GENERAL CONSIDERATIONS

CLAUSE 16.- SUBSCRIPTIONS TO THE AWARD

The successful bidder will invoice the supplies once the receipt of supplies has been signed.

The actual payment of the services performed will be made within a maximum period of 30 calendar days from the date of approval of the invoice by the contracting entity.

The invoice(s) will incorporate the Unit Code and contract reference that will be provided by the contracting entity.

The contracting entity makes the payment for the supply once it has been partially or fully carried out and once the invoice has been entered in its register. According to this parameter, the advance payment of part or all of the contract price is not contemplated.

CLAUSE 17.- RISK AND VENTURE AND PRICE REVISION

The execution of the contract will be carried out at the risk and discretion of the successful bidder.

The successful bidder does not have the right to review prices, given the characteristics of this contract.

CLAUSE 18.- MANAGEMENT AND INSPECTION OF THE EXECUTION OF THE CONTRACT

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

- Supervise the execution of the awarded contract.
- Ensure compliance with the obligations assumed by the successful tenderer, both those provided for in the specifications and in the proposal or offer.
- Address the successful bidder with the appropriate orders and instructions to ensure the correct execution of the contract.
- Assume the dialogue with the technical coordinator or person in charge designated by the successful bidder.
- Ensure that the contracted company proves the obligation that the workers assigned to execute the contract are affiliated and registered with Social Security and to this end, it may request from the successful tenderer, together with each invoice, the payrolls and TC1 and TC2 documents proving the payment of salaries and Social Security of the people who execute the contract and accompany these documents with each validated invoice.

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

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

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

CLAUSE 19.- CONDITIONS OF CONTRACTUAL EXECUTION AND ESSENTIAL OBLIGATIONS OF THE CONTRACT

1. Special conditions of contractual execution

The following are established as special conditions for contractual execution:

- Maintenance of the working conditions of the people who execute the contract throughout the contractual period: The contracting company must maintain, throughout the execution of the service, the working and social conditions of the workers employed in the execution of the contract, established at the time of submitting the offer, according to the applicable agreement.

- Compliance with the non-existence of illegal economic and/or financial relations with a country considered a tax haven.
- The contracting company will be required to take responsibility for carrying out selective collection of the waste generated during the execution of the contract, and must remove empty containers and packaging to deposit them in the corresponding containers or, where appropriate, in the green point or other authorized waste management system.

2. Essential obligations of the contract:

- The contractor will be bound by the offer he has submitted, the fulfillment of which, in all its terms, will have the character of an essential obligation of the contract.
- Compliance with the special execution conditions established in clause 23.1 of these Administrative Terms and Conditions will have the character of an essential contractual obligation.
- The effective dedication or assignment to the execution of the contract of the personal and/or material resources indicated and committed in the offer.
- Those obligations of these Administrative Terms and Conditions and the Standard Contract to which the character of essential contractual obligation is specifically attributed.
- The effective dedication or adscription to the execution of the contract of the personal and/or material resources indicated and committed in the offer.
- The adequacy of the goods to be supplied to the requirements set out in the Technical Specifications and to the offer presented by the successful tenderer.
- The delivery of the goods subject to supplies within the time and place established in the contract.
- The obligation to comply with current regulations on data protection.

CLAUSE 20.- OBLIGATIONS OF THE CONTRACTOR

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

- a. Specify, at the request of the contracting entity, the specific people who will perform the services as well as communicate any replacement or modification of those people and prove that their employment situation complies with the law.

- b. Designate a person responsible for the smooth running of the work and the behavior of the staff; they must also act as a liaison with the contracting entity and the person responsible for the contract.
- c. To assume the advertising costs of the tender established in these specifications. To this end, the contracting entity will deduct the amount of said costs from the first invoice issued or from subsequent invoices, if necessary.
- d. Carry out correct environmental management of the execution of the contract, taking the necessary measures to minimize the impacts that it may cause (minimize acoustic impacts on the environment, carry out correct management of waste and packaging, etc.) in accordance with current legislation.
- e. Maintain confidentiality regarding data or background that is not public or well-known and that is related to the object of the contract, of which he/she has become aware on the occasion of the same.
- f. Respect, in any case, the requirements of Organic Law 15/1999, of December 13, on the Protection of Personal Data and the regulations that develop it.
- g. Comply with current tax, labor, social provisions and general regulations on occupational risk prevention. To this end, you must have and provide, at the request of the contracting entity, the Tax Office certificate for contractors and subcontractors that covers the entire contractual period.
- h. Deliver all the documentation necessary for the fulfillment of the contract in Catalan and use it in the development of the supplies subject to the contract.
- i. Have taken out a civil liability insurance policy for an amount sufficient to cover liabilities of any type that may arise from the execution of the contract.
- j. Ensure that all actions in this contract guarantee respect for the principles of non-discrimination and equal treatment relating to non-discrimination on grounds of sex, sexual orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, functional diversity or any other nature and the dignity and freedom of people.
- k. Facilitate and provide the information indicated in Law 19/2014, of December 29, on transparency, access to public information and good governance.
- l. Comply with the following obligations relating to the ethical principles and rules of conduct to which bidders and contractors must adapt their activity, in development of the provisions of article 55.2 of Law 19/2014, of December 29, on transparency, access to public information and good governance:
 - Adopt ethically exemplary conduct, refrain from encouraging, proposing, promoting or carrying out any type of corrupt practice, both in relation to what the Criminal Code refers to as corruption and also in relation to ethically reprehensible actions, inform the competent bodies of any manifestation of these practices that, in their

opinion, is present or may affect the procedure or the contractual relationship and not carry out any other action that may violate the principles of equal opportunities and free competition.

- Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services covered by the contract.
- Not to carry out actions that put the public interest at risk in relation to the scope of the contract or the contracted services.
- Report, during the execution of the contract, any irregular situations that may arise in the contracting process.
- Immediately communicate to the contracting authority any possible situations of conflict of interest, understood as any situation in which members of the staff of the contracting authority or of a procurement service provider acting on behalf of the contracting authority who participate in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or personal interest which might appear to compromise their impartiality and independence in the context of the procurement procedure. And also taking into account the provisions contained in Directive 2014/24/EU regarding the conflict of interests.
- Not to request, directly or indirectly, that a public official or employee influence the award, continuation or maintenance of the contract in the interest of oneself or third parties.
- Not offer or provide public officials or employees with personal or material advantages, either for themselves or for others third parties, regardless of the personal or professional link they may or may not have, and people who participate in or who may influence the contracting procedures.
- Respect the principles of free market and competitive competition and refrain from engaging in conduct that has the purpose or may have the effect of preventing, restricting or distorting competition, such as collusive or fraudulent competition behavior (shelter bids, elimination of bids, allocation of markets, rotation of bids, etc.). Likewise, report any act or conduct aimed at those purposes and related to the tender or contract of which you have knowledge.
- Do not use confidential information, known through the bidding process or the execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any kind in one's own interest.
- "Not to attempt to unduly influence the decision-making process of the contracting authority, obtain confidential information that may confer undue advantages on it in the procurement procedure or negligently provide misleading information that may have a significant influence on decisions relating to exclusion, selection or award."
- Collaborate with the contracting authority in the actions it carries out to monitor and/or evaluate compliance with the contract, particularly by providing the information requested for these purposes.
- Comply with the obligations to provide information that transparency legislation and public sector contracts impose on the awardees in relation to the Administration or administrations of reference, without prejudice to compliance with the transparency obligations that directly apply to them by legal provision.
- Report any acts of which you are aware that may constitute a breach of the above obligations.

- m. Provide information regarding the conditions of the contracts of workers affected by the subrogation.
- n. Deliver the technical documentation relating to the goods being supplied: user manuals, plans, instructions, etc.
- o. The obligation to comply with current regulations on data protection.

CLAUSE 21.- RECEPTION, SETTLEMENT AND WARRANTY PERIOD

The successful bidder will be responsible for the duties of monitoring and storing the goods that it must supply until they are received by the contracting entity.

Once the goods or goods subject to the contract have been delivered, installed, configured and put into operation and their compliance with the provisions of these Specifications and Technical Specifications has been verified, a receipt report will be drawn up, except in the event that incidents have been detected. In this case, the successful tenderer will be given a maximum period of 15 calendar days to rectify the defects observed or, where appropriate, replace the material.

If the defects detected are not corrected within the given period of 15 days, the contracting entity will be entitled to terminate the contract or, where appropriate, impose the penalties provided for in these specifications until the defects detected are completely corrected.

Once the incidents have been resolved, the receipt of the goods can be formalized and the warranty period provided for in section G of the Summary of Characteristics Table or any additional period that the successful bidder may have offered will begin.

CLAUSE 22.- SUBCONTRACTING AND ASSIGNMENT

1. The successful tenderer may subcontract the partial performance of the contract.

The successful tenderer must communicate in writing, after the award of the contract and, at the latest, when it begins execution of the contract, to the contracting authority the intention to sign subcontracts, and must indicate the part of the service that is intended to be subcontracted and the identity, contact details and legal representative or representatives of the subcontractor, and must sufficiently justify the subcontractor's ability to execute it by reference to the technical and human elements at its disposal and to its experience, and must prove that it is not subject to a prohibition on contracting.

During the contract execution phase, if the contracting company intends to modify the subcontracted companies, the contracting authority must authorize the modification of the

subcontractor companies identified in the tender. This authorization will not be granted if the same solvency conditions as those offered during the tender phase are not met.

2. In accordance with the provisions of Additional Provision 51 of the LCSP, the possibility is provided for the contracting authority to make direct payments to subcontractors when the payment deadlines established in article 216 of the LCSP are not met.

Payments made by the contracting authority shall be deemed to have been made by the main contractor. In no case shall the contracting entity be held liable for any delay in payment resulting from the main contractor's failure to comply with the invoice submitted by the subcontractor.

3. The contractor may under no circumstances subcontract people or companies that are in situations of incapacity or prohibitions from contracting with the public sector determined by current legislation.

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

CLAUSE 23.- DELAY IN BENEFITS

The successful bidder is obliged to fulfill the contract within the total period set for its completion as well as the partial periods indicated for successive execution, if applicable. The successful bidder's default will not require prior notice from the contracting entity.

When the successful bidder, for reasons attributable to it, has incurred delays in meeting the partial or total deadline, the contracting entity may opt to terminate the contract.

During the processing of the file, the successful tenderer will be given a hearing so that they can make allegations within a period of five working days and the contracting body will resolve the matter after issuing the relevant reports.

The successful bidder may suspend the performance of the contract due to non-payment, provided that the delay is greater than four months.

CLAUSE 24.- RESPONSIBILITY IN EXECUTION AND PENALTIES

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

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

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

Mild:

- ✓ Lack of collaboration with the contracting entity's staff.
- ✓ Failure to partially execute the services defined in the contract, which does not constitute serious misconduct.
- ✓ Not notifying the contracting entity of the incorporation of new personnel or if changes occur.
- ✓ Non-compliance with regulations on Occupational Risk Prevention, classified as minor by their specific regulations.
- ✓ The delay of up to 2 weeks in the delivery of the goods being supplied.

Serious:

- ✓ Resistance to the requirements made by the contracting entity, or their non-observance.
- ✓ Failure to partially execute the services defined in the contract, which does not constitute a very serious misconduct.
- ✓ Not having replacement personnel in case installation, commissioning or maintenance tasks of the goods have to be carried out.
- ✓ Working a longer work day than permitted by the employer, and in the event that this happens by chance, not informing the contracting entity.
- ✓ Allowing, by action or omission, access to the premises of the contracting entity to persons unrelated to the execution of the contract.
- ✓ Failure to deliver, in a timely manner, all the information regarding the execution of the contract that has been requested by the contracting entity.
- ✓ Recidivism in the commission of minor offenses.
- ✓ Lack of maintenance service coverage for a period of time, due to lack of replacement personnel or other causes, as long as it is not a very serious breach.
- ✓ The delay of more than 2 weeks up to 4 weeks in the delivery of the goods subject to supply.
- ✓ Failure to comply, which does not constitute a very serious offense, with the obligations arising from the general regulations on the prevention of occupational risks, and in particular, those of the health and safety plan in the services, qualified as Serious by their specific regulations.

Very serious:

- ✓ The delivery of elements other than those described in the offer made by the successful tenderer or that do not meet the requirements set out in the Technical Specifications, until the defects detected have completely disappeared.
- ✓ Failure to comply with the provision, whether due to abandonment or other causes.
- ✓ Passivity, neglect and indifference in the performance of the contract.
- ✓ Resistance to the requirements made by the contracting entity, or failure to comply with them, when it causes very serious damage to the execution of the contract.
- ✓ The use of work systems, elements, materials, machinery or personnel other than those provided for in the Specifications and in the tenderer's offers, where applicable, when it causes very serious damage.
- ✓ Not making personnel available for the execution of the minimum established services.
- ✓ Very serious breach of the requirements relating to subcontracting, if applicable.
- ✓ Falsification of the services stated by the successful bidder on the invoice.
- ✓ Recidivism in serious offenses.
- ✓ Incorporating personnel without any knowledge of their obligations or prior training.
- ✓ Non-compliance with the regulations on Occupational Risk Prevention, classified as very serious due to its specific regulations, and especially those of the Health and Safety Plan in benefits.
- ✓ Failure to comply with third-party safety requirements in the services.
- ✓ The delay of more than 4 weeks in the delivery of the goods being supplied.

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

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

- VERY SERIOUS faults: 3% of the contract amount
- SERIOUS faults: 1% of the contract amount
- MILD: 0.5% of the contract amount

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

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

CLAUSE 25.- RESOLUTION

1. This contract may be terminated for any of the reasons established in articles 211 and 306 of the LCSP.
2. In addition to those established in the aforementioned article and those already provided for in these specifications, the following constitute specific causes for resolution:
 - The delay in the start of benefits.
 - Non-compliance or defective compliance with the contract execution conditions established in these Administrative Terms and Conditions and in the Technical Conditions.
 - Breach of essential contractual obligations.
 - The others legally established for this type of contract.
 - The manifest technical incapacity or proven negligence in relation to the development of the tasks covered by this contract, the refusal or manifest resistance of the successful tenderer to comply with the instructions given by the contracting entity in order to adjust the contract to its needs, the repeated failure to appear at work meetings, the failure to comply with the partial deadlines that may be established, the omission of information and any attitude or negligence that may affect the development of the contract.
 - For a situation foreseen as a reason for prohibition of contracting that occurs once the contract has been perfected.
 - Being in a situation of control or association with other candidates or bidders, having reached an agreement with other participants in the bidding procedure and having subcontracted any task to other companies participating in this bidding without the authorization of the contracting entity.
 - Failure to maintain due confidentiality regarding data or background that is not public or well-known and that is related to the object of the contract, of which he/she has become aware during the contract.
 - Failure to partially perform the services defined in the contract when it causes very serious damage.
 - Repeated failure to comply with any of the special execution conditions established in these specifications that do not have the character of an essential contractual obligation.

CLAUSE 26.- EXECUTION

The execution of the contract will be directed and managed exclusively by the successful tenderer who assumes all the business risk thereof. The successful tenderer will designate, at all times, the people who will execute the services, determine the tasks to be carried out in accordance with the general instructions of the contracting entity and issue the appropriate guidelines to guarantee the correct development of the contract. The successful tenderer will provide its technical, material, organizational and human resources to guarantee correct execution, will designate the trained and specialized personnel who, under its charge and on its behalf, will develop the tasks subject to the contract and must

guarantee that the assigned personnel have the qualifications, training and professional level appropriate to the services to be performed, without the successful tenderer being able to disassociate itself from the execution in any case.

CLAUSE 27.- MODIFICATION OF THE CONTRACT

1. In relation to any possible contractual modifications that may occur, the regime provided for in subsection 4 of Section 3 of Chapter I of Title I of the LCSP will apply, depending on whether or not specific causes for modification have been provided for.
2. The maximum amount of upward modifications to the contract price for the reasons set out in these Specifications is set at the percentage specified in the modifications section of letter A) of the summary table of characteristics of these Specifications. Successive modifications that, where applicable, may be agreed upon during the execution of the contract for the reasons set out in the Specifications may not exceed, in any case, the percentage indicated above. Modifications that, where applicable, may need to be made, covered by circumstances not provided for in these Specifications and made in accordance with applicable legislation, will not affect this percentage.
3. The causes that may give rise to the conditions for generating a contract modification are the following:

Subjective:

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

Objectives: No specific causes for contractual modification are foreseen.

4. The procedure for modifying the contract will be:

- Supporting report from the contract manager stating the need to proceed with the modification of the contract.

- Legal report from the contracting department confirming, if applicable, its validity.
- Hearing procedure for the contractor for a period of ten working days and appearance in which he declares to have been informed of the scope of these new works.
- Approval of the modification and award by the competent Contracting Body at the proposal of the contract manager with budgetary validation.
- Readjustment of the final guarantee.

5. The modifications that are approved will be binding on the contractor. Consequently, the successful bidder accepts any modification of the contract proposed by the contracting authority that complies with the provisions of these Administrative Terms and Conditions or the Contract and undertakes to execute it once the corresponding agreement is adopted.

In these cases, the contractor will be obliged to continue the work in strict compliance with the rules that are consequently set for him, without the right to claim any compensation and without being able to slow down the pace of the work or suspend it for any reason.

There will be no limitation on the downward modification of the contract. In the event that the downward modifications exceed twenty percent of the award amount, the successful bidder may request the termination of the contract and the settlement of the work carried out, without having any right to any other type of compensation or payment for lost profits.

CLAUSE 28.- DATA PROTECTION

In compliance with the provisions of Organic Law 3/2018, of December 5, on the protection of personal data and the guarantee of digital rights and with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which regulates the right to information in the collection of personal data, the following points are noted:

- a. The documentation required to bid in this procedure that contains personal data is necessary for participation in it.
- b. In relation to the documentation presented by the bidders that contains personal data of natural persons (workers, technical staff, collaborators, etc.), the bidder guarantees that it has previously obtained the consent of the interested parties to provide the aforementioned information to the contracting entity for the purpose of bidding in this procedure.
- c. The documentation submitted by the bidders that contains personal data will be deposited at the offices of the contracting entity, and will be processed by the contracting entity for the qualification, assessment and comparison of the bidders' proposals and to comply with the purposes established in the public procurement regulations that apply to the contracting entity. The recipients of this information will be the contracting entity itself, as well as those third parties that carry out auditing

tasks or those third parties that, in the execution of the contract, necessarily have to access it.

- d. The submission of the offer and the requested documentation implies that the bidder authorizes the contracting entity to process the aforementioned information in the informed terms and, in the event of being awarded the contract, within the framework of the execution of the contract. The data provided will be kept for the years necessary to comply with legal obligations.

Interested parties may exercise their rights of access, rectification, deletion, limitation and opposition by contacting the contracting entity, as the entity responsible for the processing, at the address indicated in letter c) above, attaching a copy of the National Identity Document or other Official Document that proves the identity of the person exercising the right. The interested party may also file a complaint with the competent control authority.

CLAUSE 29.- CONFIDENTIALITY

The successful tenderer and his collaborators will be obliged to respect the confidential nature of all information to which he has access for the execution of the contract that is so indicated in the contract or that is so indicated by the entity, or that by its own nature must be treated as such. This duty of confidentiality will be maintained for a minimum period of 5 years, unless a longer period is established in the contract.

Likewise, the employer must expressly indicate any documentation and/or information that it considers confidential in its offer.

CLAUSE 30.- RESOURCES REGIME

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

Likewise, a special appeal may be filed in the cases provided for in article 39.2 of the LCSP.

The special appeal in matters of contracting is optional. Alternatively, a contentious administrative appeal may be filed, in accordance with Law 29/1998, of 13 July, regulating contentious administrative jurisdiction.

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

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

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

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

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

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

Director of the IISPV

ANNEX Nº 1

EUROPEAN SINGLE PROCUREMENT DOCUMENT

batches

Bidding companies can complete the ESPD form through the online service of the Ministry of Finance of the Government of Spain, through which the ESPD model corresponding to this tender can be imported, if applicable, completed and downloaded for submission. The model of this Document can be downloaded at the following email address:

<https://visor.registrodelicitadores.gob.es/esp-web/filter?lang=es>

ANNEX N° 2

ECONOMIC PROPOSAL AND REFERENCE MODEL WHOSE VALUATION DEPENDS ON AUTOMATIC FORMULAS

Mr. residing at street.....
 N° having learned of the advertisement published in and
 of the conditions and requirements required for the award of the supply of
 “.....”, undertakes on his own behalf (or that of the company he
 represents) to carry them out in strict compliance with the following conditions:

A) Economic offer

CONCEPT	MAXIMUM BIDDING PRICE	OFFERED PRICE (VAT excluded)	VAT amount	TOTAL PRICE OFFERED (VAT included)
Design, supply, installation and validation of a metabolic room for performing indirect whole-body calorimetry	594,000.00 €			

B) Other automatically evaluable criteria

AUTOMATIC CRITERIA	DESCRIPTION	WEIGHTING
Complementary applications	If the bidding company offers the possibility of using the validation system in combination with gas infusion (N ₂ or CO ₂) to check the dynamic response of the system under different simulated physiological conditions	If offered: Not offered: *Mark the chosen option with an X.
	If the bidding company offers the possibility that the software (provided for in section 3.2.3 of the Technical Specifications) allows the validation results to	If offered: Not offered:

	be extrapolated to a general evaluation of the performance of the calorimetry system, indicating reliability in different flow and concentration ranges	*Mark the chosen option with an X.
Warranty period		<p>If the company offers 1 additional year of warranty:</p> <p>If the company offers an additional 2 years of warranty:</p> <p>NO improvement offered:</p> <p>*Mark the chosen option with an X.</p>
Preventive and corrective maintenance period	If the bidding company offers 1 year of preventive and corrective maintenance starting from the receipt of the supply, after its installation and commissioning	<p>If offered:</p> <p>Not offered:</p> <p>*Mark the chosen option with an X.</p>
Technical improvements	If the bidding company offers an active carbon filter for the control of volatile organic compounds (referred to in point 3.4.3 d) of the Technical Specifications)	<p>If offered:</p> <p>Not offered:</p> <p>*Mark the chosen option with an X.</p>
Additional sensors	The possibility of integrating the following devices will be assessed in relation to point 3.5 "Sensor integration system" of the Technical Specifications	<p>1. Breathing sensor (respiratory rate at rest or effort):</p> <p>If offered:</p> <p>Not offered:</p> <p>2. Skin or core body temperature sensor:</p> <p>If offered:</p> <p>Not offered:</p> <p>3. Portable ECG devices or SpO₂ sensors:</p> <p>If offered:</p> <p>Not offered:</p> <p>4. Thermal or infrared cameras with automated capture:</p>

		<p>If offered: Not offered:</p> <p>5. Environmental sensors (luminosity, noise, local temperature and humidity in the room):</p> <p>If offered: Not offered:</p> <p><i>*Mark the chosen option with an X.</i></p>
<p>Experience of the personnel assigned to the contract</p>	<p>The participation of the person responsible for the contract in the supply, installation and validation of metabolic rooms will be positively valued.</p> <p>*In order to prove this criterion, the person responsible for the contract must be indicated and supporting documentation must be provided (responsible declaration or any other documentation accepted by the Contracting Authority).</p>	<p>Number of installations in which it has participated:</p>

Offer validity period.....4 months

(bids that present an amount and/or term higher than the tender will be excluded from the tender procedure)

ANNEX N° 3

AWARD CRITERIA

In accordance with article 145.1 of the LCSP and in accordance with the object of the reference contract, the following award criteria are proposed:

A.- Criteria subject to value judgment: Up to 30 points

B.- Criteria that can be evaluated automatically or through the application of formulas: Up to 70 points.

A.- CRITERIA SUBJECT TO VALUE JUDGMENT: Up to 30 points

A.1.- Training plan: Up to 20 points

A.1.1- Description of the two mandatory training blocks (Block I and Block II) contemplated in point 4 of the Technical Specifications: Up to 10 points

A.1.2 - Training improvement (Block III) contemplated in point 4 of the Technical Specifications: Up to 10 points

A.2.- Proposed scientific collaborations: Up to 5 points.

A.3.- Integration into international calorimetry or metabolism networks: Up to 5 points.

In this procurement in which it has been determined that a plurality of evaluation criteria will be applied, the technical proposal will be assessed in accordance with the numerical values established for each criterion.

Once each criterion has been assessed, the following formula will be applied to obtain the final score for each criterion:

$$Pop = Px(VTop/VTmv)$$

Where:

Pop: Offer Score to Score

P: Criterion score

VTop: Technical assessment of the Offer that is scored

VTmv: Technical evaluation of the best valued Offer

Additionally, minimum score thresholds have been established for each of the criteria below which, if none of the technical assessments reach them, the previous formula will not be applied. The thresholds established are as follows:

Criterion subject to	Criterion A.1.1	Criterion A.1.2	Criterion A.2	Criterion A.3

value judgment				
Maximum score for the criterion	10	10	5	5
Minimum score threshold	7	7	3	3

In the event that none of the evaluations reaches the threshold established for each of the criteria, the score obtained by the bidding company will be that obtained in the evaluation phase of the technical proposals, prior to the application of the formula.

Under no circumstances do these minimum technical assessment thresholds imply exclusion from the tender.

The assessment will be carried out in accordance with the documentation submitted, the maximum score for this criterion will be 30 points following the following criteria:

A.1.- TRAINING PLAN: UP TO 20 POINTS

A.1.1- Description of the two mandatory training blocks (Block I and Block II) contemplated in point 4 of the Technical Specifications: Up to 10 points

The design, methodology, duration, contents, type of training proposed (Block I and Block II) and support will be assessed, based on their experience in similar projects, the complexity of the systems offered and the operational requirements established in this file.

The quality of the training proposal and its suitability for the clinical research environment of the IISPV will be considered a differentiating factor.

A.1.2 - Training improvement (Block III) contemplated in point 4 of the Technical Specifications: Up to 10 points

It will be appreciated that the company offers the voluntary inclusion of advanced scientific training, applied to biomedical research, study design and data analysis.

A.2.- PROPOSED SCIENTIFIC COLLABORATIONS: UP TO 5 POINTS.

It will be appreciated that the company offers possibilities to establish academic collaboration networks, access to multi-center studies, support in publications, and technical mentoring.

A.3.- INTEGRATION IN INTERNATIONAL CALORIMETRY OR METABOLISM NETWORKS: UP TO 5 POINTS.

It will be appreciated that the company offers inclusion in consortia, research platforms or access to collaborative databases.

B.- CRITERIA THAT CAN BE ASSESSED AUTOMATICALLY OR THROUGH THE APPLICATION OF FORMULAS: UP TO 70 POINTS.

B.1.- ECONOMIC OFFER (UP TO 30 POINTS)

In accordance with article 146.2 of the LCSP and Directive 1/2020 of the Directorate General for Public Procurement of Catalonia, for the evaluation of offers according to quantifiable criteria through the mere application of formulas, the following will be used:

$$Pv = [1 - ((Ov - Om)/IL) \times (1/VP)] \times P$$

Where:

Pv = Score of the offer to be evaluated

P = Economic criterion points

Om = Best Offer

Ov = Offer to Value

IL = Bidding Amount

VP = Weighting value

Weighting value associated with the specific weight of the price criterion: This weighting value is obtained by adding the specific weight of the price criterion to the ordinary weighting value (1). This VP will be 1.30.

B.2.- OTHER CRITERIA THAT CAN BE AUTOMATICALLY EVALUATED (UP TO 40 POINTS)

B.2.1 Complementary applications: Up to 5 points

- If the bidding company offers the possibility of using the validation system in combination with gas infusion (N_2 or CO_2) to check the dynamic response of the system in different simulated physiological conditions: 2.50 points will be awarded. Otherwise, 0 points.

- If the bidding company offers the possibility that the software (provided for in section 3.2.3 of the Technical Specifications) allows the validation results to be extrapolated to a general evaluation of the performance of the calorimetry system, indicating reliability in different flow and concentration ranges: 2.50 points will be awarded. Otherwise, 0 points.

B.2.2 Warranty period: Up to 10 points

- If the bidding company offers an additional year of the warranty contemplated in point 3.3.8 of the Technical Specifications: 2.50 points will be awarded. Otherwise, 0 points.
- If the bidding company offers two additional years of the warranty contemplated in point 3.3.8 of the Technical Specifications: 10 points will be awarded. Otherwise, 0 points.

B.2.3 Preventive and corrective maintenance period: Up to 10 points.

If the bidding company offers 1 year of preventive and corrective maintenance starting from the receipt of the supply, after its installation and commissioning: 10 points will be awarded. Otherwise, 0 points.

B.2.4 Technical improvements: Up to 3 points

If the bidding company offers an active carbon filter for the control of volatile organic compounds (referred to in point 3.4.3 d) of the Technical Specifications): 3 points will be awarded. Otherwise, 0 points.

B.2.5 Additional sensors: Up to 5 points

The possibility of integrating the following devices will be assessed in relation to point 3.5 "Sensor integration system" of the Technical Specifications.

- Breathing sensor (respiratory frequency at rest or during exertion): If the bidding company offers the integration of this sensor, 1 point will be awarded. Otherwise, 0 points.
- Skin or core body temperature sensor: If the bidding company offers the integration of this sensor, 1 point will be awarded. Otherwise, 0 points.
- Portable ECG devices or SpO₂ sensors: If the bidding company offers the integration of this sensor, 1 point will be awarded. Otherwise, 0 points.
- Thermal or infrared cameras with automated capture: If the bidding company offers the integration of this sensor, 1 point will be awarded. Otherwise, 0 points.

- Environmental sensors (luminosity, noise, local temperature and humidity in the room): If the bidding company offers the integration of this sensor, 1 point will be awarded. Otherwise, 0 points.

B.2.6 Experience of the personnel assigned to the contract: Up to 7 points

The participation of the person responsible for the contract in the supply, installation and validation of metabolic rooms will be positively valued.

One (1) point will be awarded for each metabolic chamber installation in which the bidding company have participated, up to a maximum of 7 points.

*In order to prove this criterion, the person responsible for the contract must be indicated and supporting documentation must be provided (responsible declaration or any other documentation accepted by the Contracting Authority).

NOTE: The documentation contained in envelope N° 2 cannot include any information that would allow the contents of envelope N° 3 to be known regarding the economic proposal and technical documentation of automatically evaluable criteria. Failure to comply with this obligation will result in exclusion from the tender.

Allegedly abnormal or disproportionate discharges

Criteria for determining the existence of allegedly abnormal or disproportionate.

DOUBLE CONDITION MODEL:

a) In the event that only one company participates, it will be considered to have submitted abnormally low values when the financial offer is 35% lower than the established tender budget.

b) In the event that 2 companies participate in the tender, the offer will be considered to be abnormally low if these two conditions are met:

1. The price offered by one of the companies is more than 20% lower than the price offered by the other company.
2. The sum of the scores other than the price of one of the companies is more than 20% higher than the sum of the scores other than the price of the other company.

c) In the event that three or more companies participate in the tender, an offer will be considered to have abnormally low values when the score obtained for the award criteria other than price is above the sum of the following variables 1 and 3, and that, at the same time, the offer obtained by price is lower than the arithmetic average (*) of the economic offers presented by a percentage greater than 20%:

- 1) The arithmetic average of the score obtained by the bidding companies in the award criteria other than price.
- 2) The deviation of each of the scores obtained by the bidding companies from the average of the scores in the criteria that are not price.
- 3) The calculation of the arithmetic mean of the deviations obtained, in absolute value, that is, without taking into account the positive or negative sign, for criteria that are not price.

(*) However, when there are three bidding companies, for the calculation of the average, the economic offer (price) that is of a higher amount must be excluded when it is higher by more than 15 percentage units than the average.

Similarly, when there are four or more bidding companies, if there are economic offers (prices) higher than the average by more than 15 percentage units, a new average must be calculated only with the offers that are not in the indicated case. In any case, if the number of other offers is less than three, the new average must be calculated on the three offers with the lowest amount.

ANNEX N° 4

.....
.....

....., of of

Gentlemen,

The undersigned, certifies:

- That the documents requested in the Specific Clauses governing this tender in order to prove the personality and capacity of the Bidder have not been modified with respect to those in their possession, presented on date.....in order to participate in the procedure.....
- That the tax identification number card is the one you already have in your possession, presented on.....in order to participate in the procedure.....
- That the documents accrediting my representation as signatory of the proposal have not been modified or revoked with respect to those in your possession, presented on.....in order to participate in the procedure....

And in proof of conformity, the present is signed, on of of

Signature

ANNEX NUMBER 5.A

BANK GUARANTEE MODEL

(Intervened notarially in accordance with art. 197.1 bis of the Notarial Regulations,
Validated by the Legal Advice of Caixa General de Dipòsits, State Attorney of the province
or by the equivalent bodies of the remaining administrations)

The Bank and in its name and representation in the capacity of and according to the powers deriving from the Power of Attorney granted before the Notary of, D. with date, number of its protocol, and which affirm to be fully subsisting, constitutes itself as joint and several guarantor of the company, in the interest and benefit of, and up to the sum of euros (...% of the amount of the Contract), for the purposes of guaranteeing the exact compliance by the aforementioned company of each and every one of the obligations specified in the corresponding Contract for the award of the supply of ".....".

The indicated guarantee is provided by Bank, with express and formal renunciation of the benefits of excusión, division, order and any other that may be applicable in its case, and to this effect the Bank declares that it wishes to oblige itself and is jointly and severally obligated with the company until the settlement by of the aforementioned supplies and the end of the guarantee period, to pay unconditionally and within, at most, eight days following the request, the sum or sums that, until the guaranteed figure of (...% of the Contract amount) EUROS is reached, are expressed in the request, the Bank expressly and solemnly waiving any exception or reservation regarding the delivery of the amounts that may be claimed from it, whatever the cause or reason on which they may be based, and even if opposition or claim is expressed by, or third parties, whoever they may be.

ANNEX Nº 5.B

MODEL OF BONDING INSURANCE CERTIFICATE FOR THE FINAL GUARANTEE

(Intervened notarially in accordance with art. 197.1 bis of the Notarial Regulations,
Validated by the Legal Advice of Caixa General de Dipòsits, State Attorney of the province
or by the equivalent bodies of the remaining administrations)

Certificate number

..... (hereinafter, insurer), with
address at, street,
and CIF, duly represented by
Mr., with sufficient powers to compel him in this act, as it results from
.....

INSURANCE

To, NIF/CIF, as
policyholder, against, hereinafter the insured, up to the amount
of euros (% of the contract amount)....., for the purpose of guaranteeing
the exact compliance by the insured of each and every one of the obligations that arise as
a result of the award of the execution of the supply corresponding
to

Failure to pay the premium, whether single, first or subsequent, will not entitle the insurer
to terminate the Contract, nor will it be extinguished, nor will the insurer's coverage be
suspended, nor will it be released from its obligation, in the event that the insurer has to
make the guarantee effective.

The insurer may not oppose to the insured the exceptions that may apply to him against the
policyholder.

The insurer undertakes to compensate the insured at the first request of
....., and to pay unconditionally and within, at most, eight days
following being requested to make effective, the sum or sums up to the insured amount
expressed in the request.

This surety bond will be in force until the contract is settled and the guarantee period ends.

At, on of of

Signature:
Insurer

ANNEX N° 6

BREAKDOWN OF THE BUDGET BASIS FOR TENDERING

Direct costs	499,159.66 €
....	
....	
Salary costs (if salary costs are part of the cost) €
TOTAL	499,159.66 €
Indirect costs	64,890.76 €
...	
General structural expenses	
Industrial benefit	29,949.58 €
TOTAL	94,840.34 €
TOTAL COSTS (direct + indirect). Net budget.	594,000.00 €