

Institute of Chemical Research of Catalonia Foundation

ADMINISTRATIVE CLAUSES FOR THE CONTRACT, BY OPEN PROCEDURE, SUBJECT TO HARMONIZED REGULATION, OF THE SUPPLY AND INSTALLATION OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER FOR THE INSTITUTE OF CHEMICAL RESEARCH OF CATALONIA.

EXP: 02-2026

SUMMARY TABLE OF CHARACTERISTICS OF THE TENDER PROCEDURE

ADMINISTRATIVE CLAUSES FOR THE CONTRACT, BY OPEN PROCEDURE, SUBJECT TO HARMONIZED REGULATION, OF THE SUPPLY AND INSTALLATION OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER FOR THE INSTITUTE OF CHEMICAL RESEARCH OF CATALONIA.

A.- DESCRIPTION OF THE OBJECT OF THE CONTRACT : The object of this contract is the supply of a complete single crystal X-ray diffraction system for the determination of crystalline and molecular structures. The equipment must have two radiation sources (Cu and Mo), a detector, a goniometer and a crystal cooling system. It must also have an automatic robotic system for screening plates with sample wells in the form of crystalline powder or single crystals. It must also have a workstation and software for the management of the equipment and the processing of the data.

The purchase is necessary to improve the X-ray Diffraction service and thus provide better quality in the research process of the different groups of ICIQ Researchers.

The subject of this contract cannot be divided into lots, being duly justified in the file.

B.- ESTIMATED VALUE OF THE CONTRACT : 780,000.00 EUROS (excluding VAT)

Concept	Amount (excluding VAT)
Total bid base budget	780,000.00 euros
Possible modifications	0 euros
Possible extensions	0 euros
Total	780,000.00 euros

B.1. BASE BUDGET FOR TENDER : 780,000.00 EUROS (excluding VAT) .

Concept	Amount (excluding VAT)	VAT	Total amount (VAT included)
Bidding base budget	€780,000.00	€163,800.00	€943,800.00

C.- DELIVERY TIME:

The delivery period is set at a maximum of 24 weeks, starting from the day after the contract is signed.

D.- EXTENSIONS : No.

E.- PLACE OF DELIVERY : Institute of Chemical Research of Catalonia Foundation, Av. Països Catalans,16, 43007 Tarragona .

F.- LOTS : No. Duly justified in the file.

G.- PROVISIONAL GUARANTEE : Not required.

H.- DEFINITIVE GUARANTEE : 5% of the award amount, excluding VAT (see clause 15 of these Terms and Conditions).

I.- WARRANTY PERIOD: minimum 1 year. Warranty means the repair of the equipment at no cost as long as the repair is not necessary due to misuse of the equipment.

J.- ADMISSIBILITY OF VARIANT AND IMPROVEMENTS : No.

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

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

M.- PRESENTATION OF PROPOSALS:

Deadline: February 23, 2026
Deadline: until 12:00:00.

Format and place of presentation: Through three envelopes in digital format, which will be called "Envelope A, B and C" and which must be presented using the Digital Envelope tool accessible at the following web address:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&

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 B, WHICH CONTAINS THE PROPOSAL TO BE EVALUATED THROUGH THE APPLICATION OF CRITERIA THAT DEPEND ON A VALUE JUDGMENT:

Place: By videoconference duly convened on the Electronic Public Procurement Platform of the Generalitat de Catalunya indicating the link for public assistance.
Date: March 4, 2026. Time: 10:00 a.m.

OPENING OF ENVELOPE NUMBER C, WHICH CONTAINS THE PROPOSAL EVALUABLE THROUGH THE APPLICATION OF QUANTIFIABLE CRITERIA USING AUTOMATIC FORMULAS:

Place: By videoconference duly convened on the Electronic Public Procurement Platform of the Generalitat de Catalunya indicating the link for public assistance.
Date: Will be communicated in due course through the contractor profile.

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

P.- MODEL OF THE OFFER RELATING TO QUANTIFIABLE CRITERIA USING FORMULAS: According to Annex No. 2 of these 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: Contractor Profile. Accessible through the following web address:
https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&

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

Doubts, queries and/or requests for information must be submitted in writing to the Electronic Platform for Public Procurement of the Generalitat de Catalunya, no later than 4 days before the deadline for submitting bids.

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

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

For problems in submitting offers in the digital tool, please contact:
Users of bidding companies (Specialized service hours from 9 a.m. to 6 p.m. Monday to Friday) assistencia@atom.gencat.cat (Email subject: 'Code 31: PSCP') or Telephone: 900 82 82 82 (extension 31).

V.- OTHER INFORMATION:

Budget application:

The contract will be charged to the budget item 620.0001 Investments in machinery, installations and tools of the ICIQ and is part of the EQC2024-007935-P grant, financed by MICIU/AEI/10.13039/501100011033 and by FEDER/UE.

Distribution of annuities:

Year 2026: €780.000,00 (VAT not included)

SPECIFIC ADMINISTRATIVE CLAUSES

CONTRACT FOR THE SUPPLY AND INSTALLATION OF A SINGLE-CRYSTAL X-RAY DIFFRACTOMETER FOR THE INSTITUTE OF CHEMICAL RESEARCH OF CATALONIA.

PROCEDURE: Ordinary
PROCEDURE: Open
REGULATION: Harmonized

Contract code	Exp 02-2026	Description contract	SUPPLY AND INSTALLATION OF A SINGLE CRYSTAL X-RAY DIFFRACTOMETER FOR THE INSTITUTE OF CHEMICAL RESEARCH OF CATALONIA.
CPV code	38432000-2 Analytical equipment		

I. GENERAL PROVISIONS

CLAUSE 1.- PURPOSE AND LEGAL REGIME OF THE CONTRACT

1. The purpose of these Specific Administrative Clauses is to establish the conditions that will govern the award, by the Catalan Institute of Chemical Research Foundation (hereinafter, "contracting entity"), of the supply contract whose purpose is described in section A of the Summary of Characteristics Table. The conditions are defined in these Specific Clauses and in its annexes.

The indication on the division into lots of the contract is in section F of the Summary of Characteristics Table.

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

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

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 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 this 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 Specific Administrative Clauses, their Annexes and the Specific Technical Specifications will be of a contractual nature. The contract will comply with the content of these Specific Administrative Clauses, 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 Terms of Reference and of all the documentation that makes up this tender, without any reservation.

7. The interpretation of the contract and discrepancies regarding its application will be made taking into account, first of all, the Specific Administrative Clauses 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 these Terms and Conditions are translated into other languages, in the event of any discrepancy, the Catalan version will prevail.

CLAUSE 2.- ESTIMATED VALUE OF THE CONTRACT, TENDER BASE 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 is the sum of the base tender budget, as well as any modifications and, where applicable, extensions or other options, in the terms established in these Terms of Reference.

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 Terms of Reference.

This base 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 base tender budget or the unit prices into which it is broken down will be excluded.

The contracting entity will not be obliged to exhaust the entire base tender budget, but will only be invoiced for the services actually performed based on the unit prices offered.

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 Terms and Conditions and attached documentation.

Exceptionally, in the event that during the term of the contract a new tax/fee/charge arises that would tax the supply subject to the contract, the successful tenderer could invoice it.

The award amount will in no case exceed the base 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 hereby stated that sufficient credit is available to meet the economic obligations arising for the contracting entity from the fulfillment of the contract referred to in these Terms of Reference, until its conclusion in the terms indicated in section V of the Summary of Characteristics Table.

CLAUSE 3.- DURATION OF THE CONTRACT

The duration of the contract is as stated in section C of the Characteristics Table.

This contract is not subject to extension.

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 Terms of Reference.

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 the documentation necessary to prepare their proposals, which includes the following documents:

- This Schedule of Particular Administrative Clauses .
- Technical Specifications.

All this documentation will be of a contractual nature. Likewise, it is reported that the standard contract attached as ANNEX NUMBER 7 to these Terms of Reference 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 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 10 days before the deadline for submitting offers.

4. **CONTRACT MANAGER:** The contracting entity will designate a contract manager. Their identity will be communicated to the successful tenderer once the contract has been awarded, and they will be responsible for supervising the execution and taking the necessary decisions and instructions to ensure the correct performance of the agreed service, within the scope of the powers attributed to them.

5. **CONTRACTING AUTHORITY:** The contracting authority for this contract, due to its amount, is the director of the Institute, in accordance with what is established in his power 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 M of the Summary of Characteristics Table.

The announcements will state the date of sending the announcement to the DOUE. Publication in the DOUE 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 that they 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.

The requirements of capacity, solvency and absence of prohibitions to contract 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 capacities of other companies to prove its economic and/or technical solvency, in accordance with the provisions of article 75.2 of the LCSP, or intends to subcontract, it must indicate this circumstance in the responsible

declaration in accordance with the model contained in ANNEX NUMBER 1 of these Terms of Reference, which is referred to later, and submit another separate declaration for each of the companies whose capacities it uses or intends 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:

- 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 to this turnover are available. The overall turnover of the best year of the last three must be at least 1.5 times the estimated value of the contract or its average annual rate, in the event that the contract is for a period exceeding one year .

It will be proven through the presentation of the global turnover of 3 years and the contribution of the last three financial years that have the definitive annual accounts (Balance Sheet, Profit and Loss Account, Report) presented to the Commercial Registry or the corresponding official Registry .

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

B) Technical or professional solvency:

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

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

It will be proven through the presentation of the main supplies in the last 3 years.

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 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 workers with disabilities of no less than two percent (2%) 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. Proposals must be submitted using the Digital Envelope tool as indicated in section M of the Summary of Characteristics Table.

3. The offers must be valid for four (4) 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. Bids that are not withdrawn will be considered valid and binding on the bidder for all purposes provided for in these Terms of Reference.

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

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

Nor may they sign any proposal in joint participation with other bidders if they have already done so individually, nor be included in more than one of these groups. Violation of what is indicated in this paragraph will result in the non-admission of all the proposals they have submitted.

5. 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.

6. In the event that it is a contract whose purpose is the monitoring, supervision, control and management of any contract, as well as the 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 , with the tender indicated. Each envelope will state its contents, stated numerically.

Envelope A must contain the documentation supporting the prerequisites referred to in article 140 of the LCSP. Envelope B must contain the documentation that must be assessed according to the criteria whose weighting depends on a value judgment and Envelope C 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 Terms of Reference.

The documentation contained in envelope B cannot include any information that would allow the contents of envelope C 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 .

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/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. 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 through the e-NOTUM notification system, in accordance with the LCSP and Law 39/2015, of 1 October, on the common administrative procedure of public administrations. For these purposes, notices of the availability of notifications and communications will be sent to the email addresses and mobile phones that the companies have provided for this purpose in the responsible declaration annexed to these Terms of Reference, in accordance with what is indicated in clause twelfth of these Terms of Reference. Once the email(s) and, if mobile phones have also been provided, the SMS, indicating that the corresponding notification has been made available in the e-NOTUM, the designated person(s) must access it, using the link that will be sent for this purpose. In the virtual space where the notification is deposited, access to said notification is allowed with a digital certificate or password.

(The e-NOTUM system allows the managing body to establish that access to notifications can be carried out, in addition to with a digital certificate, by generating a one-time password).

The deadlines to be counted from the notification will be calculated from the date of sending the notification notice, if the act subject to notification has been published on the same day in the contracting authority's contracting profile. Otherwise, the deadlines will be calculated from the receipt of the notification by the company to which it is addressed. However, the deadlines for notifications carried out 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 related 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 that is made available for this purpose at the address website of the contracting

body's contracting profile, accessible on the Generalitat's Public Procurement Services Platform:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?ambit=1&keyword=&reqCode=viewDetail&idCap=208066&department=13000&

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

ENVELOPE A

Title: Documentation proving compliance with the prerequisites.

CONTENT:

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

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

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

Therefore, the bidding companies must present the DEUC through which they declare their capacity and economic, financial and technical solvency, in accordance with the minimum requirements required in these Terms of Reference; that they are not subject to

any prohibition on contracting or, if they are, that they have adopted the measures to demonstrate their reliability in the cases that legally apply; and that they are up to date with the fulfillment of tax and Social Security obligations, as well as that they comply with the rest of the requirements established in these Terms of Reference.

Tendering companies can 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://visor.registrodelecedores.gob.es/espd-web/filter?lang=es>

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

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

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

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

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

Specialties in relation to temporary unions of entrepreneurs:

a. Each of the entrepreneurs must present the corresponding responsible declaration or DEUC.

b. It will be necessary to present the document accrediting the appointment of a sole representative or attorney with sufficient powers to exercise the rights and fulfill the obligations derived from the contract until its termination, as well as the indication of the names and circumstances of the entrepreneurs who sign it, the participation of each of them, and the commitment to formally constitute themselves as a temporary Union, in the event of being awarded the contract.

c. The provisional NIF assigned by the competent Administration may be incorporated. Only in the event that the union is awarded the contract, must its constitution be certified in a public deed and the definitively assigned NIF be provided.

Other specialties:

- When the entrepreneur resorts to the solvency and resources of other entities, each of them must submit the duly completed DEUC form.

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 12 of these Terms of Reference.

9.1.2. In the event that a company wishes to use the capabilities of other entities, it must provide a written commitment from these 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.

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

9.1.4. Indication of whether the bidder plans to subcontract, the name or business profile, defined by reference to the professional or technical solvency conditions, of the subcontractors to whom it will entrust its performance.

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

9.1.6. 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.

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

ENVELOPE B

Title: Technical offer and/or references whose evaluation depends on value judgments

CONTENT:

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

9.2. Technical offer and/or references whose evaluation depends on value judgments, in accordance with the *TECHNICAL REPORT AND/OR REFERENCES MODEL THE EVALUATION OF WHICH DEPENDS ON VALUE JUDGMENTS. ENVELOPE B* of ANNEX NUMBER 2 of these Terms of Reference.

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

ENVELOPE C

Title: Economic offer and other automatically evaluable references

CONTENT:

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

9.3. Economic offer and other references that can be evaluated automatically, in accordance with the *BID MODEL THAT CAN BE EVALUATED THROUGH AUTOMATIC FORMULAS . ENVELOPE C OF ANNEX NUMBER 2* of these 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 economic 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. Exceptionally, in the event of a change in fees or taxes during the execution of the contract as a result of the emergence of new legal regulations, these changes may be reflected in the invoice.

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 base bid 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 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 Catalan Institute of Chemical Research* .

2. The award will be made to the proposal that presents the best quality-price ratio, which will be the one that obtains the highest score among all those proposals admitted to the tender that equal or exceed the minimum score established in these Terms of Reference. When none of the offers reaches the minimum score required to be awarded based on the award criteria, *the Catalan Institute of Chemical Research* will reject all offers and declare this tender procedure void.

3. 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.

4. Presumably abnormal or disproportionate bids will be assessed in accordance with the law. If, from the application of these criteria, one or more bids are identified that are presumed to be abnormal, the provisions of article 149 of the LCSP and article 85 of RD 1098/2001 of 12 October will apply and the affected bidders will be requested, in writing, to provide the information and justifications they deem appropriate in relation to the different components of their proposal, which must be completed (justified in writing) within a period of five (5) calendar days.

Once the requested information and justifications have been received, technical advice will be requested from the corresponding service of the contracting authority, so that it can inform in relation to the justifications of the bidders who have incurred this presumption of abnormality.

For the analysis of the justifications of the proposals that may be considered abnormal, 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 aforementioned technical advice, the Contracting Authority will determine whether the bid can be fulfilled by the bidder as a result of the inclusion of abnormal values. If it is considered that the bid cannot be fulfilled as a result of the inclusion of abnormal values, the Contracting Authority will exclude it from the classification and agree to the award in favor of the best bid, in accordance with the order in which they have been classified.

When a company that has been subject to a presumption of abnormality is awarded the contract, the contracting authority will establish appropriate mechanisms to carry out detailed monitoring of its execution, with the aim of guaranteeing the correct execution of the contract, without there being a decrease in the quality of the contracted services.

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

CLAUSE 11.- CONTRACTING BOARD

The following members make up the Contracting Board:

President: Mr. Ezequiel Soldevila, Financial Manager.
Secretary: Mr. Lluís Ballester, Head of the Purchasing and Contracting Unit.
Members: Mr. Xavier Amorós, Technician of the Purchasing and Contracting Unit.
Dr. Gisela Colet, Head of the Research Support Area.
Mr. Marc Garcia, Head of the Financial Control Unit.
Ms. Sara Garcia, Legal Advice Representative.

When constituting the Recruitment 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.

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

That they are not involved in any apparent, potential or real conflict of interest linked to this public procurement procedure and that if during the course of the procurement

procedure a possible situation of conflict of interest arises in which they are involved, they would communicate it immediately.

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

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

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

They are warned that, in the event of non-disclosure of a conflict of interest or falsity in this declaration, the contracting authority will inform the Public Procurement Ethics Commission of the Generalitat de Catalunya so that it can issue the relevant report, without prejudice to other penalties that may be established. In the event that the seriousness of the facts so requires, the contracting authority will inform the Anti-Fraud Office of Catalonia or the control and auditing bodies that are competent for the matter.

CLAUSE 12.- OPENING AND EXAMINATION OF THE OFFERS

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

The contracting board may require bidders to submit all or part of the documents supporting 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 (5) 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 who have not rectified 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 A 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 (20) 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 Party Profile, the Contracting Board will proceed, in a public act, to open envelope B, announcing the information relating to the result of the opening of envelope A.

The entity's technical services will assess the offers contained in Envelopes B in accordance with the weighted award criteria based on value judgments provided for in Annex No. 3 of these Terms of Reference and will submit this 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 B, which must be completed before the Contracting Board within the period granted for this purpose, which may not exceed five (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 C. This date will also be made known through the Contracting Profile. The opening of Envelope C will be held in a public event.

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

Likewise, it will also announce, if applicable, the excluded bidders and the cause of exclusion, and will proceed to open Envelope C 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 Procurement Committee 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 C 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 explained in these Particular Administrative Clauses.

The proposals contained in Envelope C will be studied, assessed and weighted, in accordance with the automatically evaluable award criteria indicated in these Terms of Reference.

6. The evaluation of the offers has been carried out, 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 presented 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 RELIC:**

(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 this does not appear on the aforementioned DNI.

b) For legal entities, it will be mandatory to present the NIF 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 activity of the company, registered, where applicable, in the corresponding official Registry.

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

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

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

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

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

f) As previously mentioned, tenders may be submitted by unions or groups of companies that are temporarily 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 on the validity of the aforementioned documentation, according to the model in Annex No. 4.

(ii) **Documentation proving economic, financial and professional or technical solvency:** in accordance with the provisions of clause 6 of these 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 for 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 March 5, which approves the Consolidated Text of the Law regulating local taxes, it will provide a responsible declaration that must specify the legal case of exemption and the declaration document in the tax register.

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

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

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

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

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

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

(i) Document proving registration in the ROLECE or RELIC 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 RELIC, 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 Terms of Reference, must specify the reasons for rejecting a candidacy or offer and the characteristics and advantages of the selected offer, incorporating the indication of the total and partial scores obtained by all admitted companies, in each of the award criteria. 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 Terms of Reference, 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 (15) 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 (5) 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 Terms of Reference. 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.

In the event of a bank guarantee, the aforementioned guarantee must be formalized according to the standard guarantee that appears in annex no. 5.A of these 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 Terms and Conditions, and the insurance company must comply with the legally required requirements.

In any of these ways of constituting the definitive guarantee, the deposit will be made to the Caixa General de Dipòsits of the Generalitat de Catalunya or any of its territorial deposit banks. The corresponding deposit receipt must be presented.

Likewise, the final guarantee may be constituted by means of a price retention. This retention will be made on the first invoice issued by the successful tenderer and, if the amount is not sufficient to constitute the entire guarantee, on the successive invoices issued by the successful tenderer until the entire guaranteed amount is covered. No payment will be made to the successful tenderer until the final guarantee is fully constituted.

If the guarantee is provided through price retention, the company proposed as the successful bidder must submit the corresponding request.

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.

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 Terms of Reference.

IV. GENERAL CONSIDERATIONS

CLAUSE 16.- SUBSCRIPTIONS TO THE AWARD

The successful bidder will invoice the supplies when the contract manager has given his approval and the corresponding receipt has been signed by both parties.

The Payment will be made within thirty (30) days from receipt. of the services or from the moment the contracting entity receives the invoice corresponding to the service, which will include all the data necessary in accordance with current tax provisions and the complete description of the service performed.

The invoices will incorporate the file code and will be sent to invoices@icig.es.

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

Accounting office: A09019055

Managing body: A09019055

Processing unit: A09019055

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:

- Guarantee the execution of the contract.
- Monitor the supply and guarantee delivery and compliance.
- Formalize requirements in the case of deficiencies in execution.
- Identify the possible commission of contractual infractions or breaches by communicating this to the contracting body.
- Prepare invoices and delivery notes proving the provision of the supply.
- Participate in the contract reception and closing committees.
- Address the appropriate orders and instructions to the successful bidder to ensure the correct execution of the contract.
- Assume the dialogue with the technical coordinator or person in charge designated by the successful bidder.

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 is established as a special condition of contractual execution:

- Compliance with the non-existence of illegal economic and/or financial relations with a country considered a tax haven.
- The maintenance or improvement of environmental values that may be affected by the execution of the contract.
- The consideration of sustainability criteria.
- Promote the implementation of measures that promote equality between women and men at work.

- Compliance with the ethical principles established in Clause 31 of these specifications.
- Compliance with the obligations regarding data protection established in Clause 28 of these Terms and Conditions.

2. Essential obligations of the contract:

- The successful bidder will be bound by the offer they have submitted, the fulfillment of which, in all its terms, will be an essential obligation of the contract.
- Compliance with the special execution conditions established in clause 19.1 of these Terms of Reference will have the character of an essential contractual obligation.
- Those obligations of these Terms and Conditions and the Standard Contract to which the character of essential contractual obligation is specifically attributed.
- The effective dedication or assignment to the execution of the contract of the personal and/or material resources indicated and committed in the offer.

Respect the current regulations on data protection and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, GDPR) and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter, LOPDgdd) and the regulations that develop it, in the terms provided for in clauses 28 and 29 of these Terms and Conditions.

CLAUSE 20.- OBLIGATIONS OF THE CONTRACTOR

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

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

7. Have taken out a civil liability insurance policy for an amount sufficient to cover liabilities of any type that may arise from the execution of the contract.
8. Ensure that all actions in this contract guarantee respect for the principles of non-discrimination and equal treatment relating to non-discrimination on grounds of sex, sexual orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, functional diversity or any other nature and the dignity and freedom of people.
9. Facilitate and provide the information indicated in Law 19/2014, of December 29, on transparency, access to public information and good governance.
10. Senior officials, management personnel, command positions, administrative positions and personnel at the service of the Public Administration and its public sector, who intervene, directly or indirectly, in the public procurement procedure are subject to the Code of Principles and Recommended Conduct in Public Procurement and its provisions will be applied across the board to all actions that form part of any phase of the procurement procedure in accordance with the degree of intervention and responsibility in the contractual procedures.

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

- 10.1 . Bidders, contractors and subcontractors assume the following obligations relating to the ethical principles and rules of conduct to which they must adapt their activity, in development of the provisions of article 55.2 of Law 19/2014, of December 29, on transparency, access to public information and good governance:
 - a) Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services covered by the contract.
 - b) Not to carry out actions that put the public interest at risk in relation to the scope of the contract or the contracted services.
 - c) Report, during the execution of the contract, any irregular situations that may arise in the contracting process.
 - d) Adopt ethically exemplary conduct, refrain from encouraging, proposing, promoting or carrying out any type of corrupt practice, both in relation to what the Penal Code refers to as corruption and also in relation to ethically reprehensible actions that have the purpose or may produce the effect of preventing, restricting or distorting competition, such as, for example, collusive or fraudulent competition behaviors. Inform the competent bodies of any manifestation of these practices that, in their opinion, is present or may affect the procedure or the contractual relationship and not carry out any other action that may violate the principles of equal opportunities and free competition.
 - e) When submitting the offer, declare whether you have any situation of possible conflict of interest, for the purposes of the provisions of article 64 of the LCSP, or an equivalent relationship with stakeholders in the project. Immediately communicate to the contracting authority any possible situations of conflict of interest, understood as any situation in which members of the staff of the contracting authority or of a contracting service provider acting on behalf of the contracting authority who participate in the development of the procurement procedure or may influence the outcome of this procedure have, directly or indirectly, a financial, economic or personal interest which could appear to compromise their impartiality and independence in the context of the procurement procedure . And also taking into account the provisions contained in Directive 2014/24/EU regarding the conflict of interest.

- f) Respect confidentiality agreements and rules. Do not use confidential information, known through the bidding process or the execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any kind in one's own interest.
- g) Collaborate with the contracting authority in the actions that it carries out to monitor and/or evaluate the compliance with the contract, particularly by providing the information that is requested for these purposes and that the transparency legislation and the public sector contract regulations impose on contractors in relation to the Administration or administrations of reference, without prejudice to the compliance with the transparency obligations that directly apply to them by legal provision.
- h) Do not request, directly or indirectly, that a public official or employee influence the award, continuation or maintenance of the contract in the interest of oneself or third parties.
- i) Not offer or provide personal or material advantages to public officials or employees, either for themselves or for third parties, regardless of the personal or professional ties they may or may not have, and to people who participate in or who may influence the contracting procedures.
- j) Respect the principles of free market and competitive competition and refrain from engaging in conduct that has the purpose or may have the effect of preventing, restricting or distorting competition, such as collusive or fraudulent competition behavior (shelter bids, elimination of bids, allocation of markets, rotation of bids, etc.). Likewise, report any act or conduct aimed at those purposes and related to the tender or contract of which you have knowledge.
- k) Not attempt to unduly influence the decision-making process of the contracting authority, obtain confidential information that may confer undue advantages on it in the procurement procedure or negligently provide misleading information that may have a significant influence on decisions relating to exclusion, selection or award.
- l) Comply with the obligations to provide information that transparency legislation and public sector contracts impose on the awardees in relation to the Administration or administrations of reference, without prejudice to compliance with the transparency obligations that directly apply to them by legal provision.
- m) Report any acts of which you are aware that may constitute a breach of the above obligations.

10.2. Bidders, contractors and subcontractors, or their subsidiaries or affiliated companies, undertake to strictly comply with the provisions in force in tax, labour, social security and general regulations on occupational risk prevention. To this end, they must have and provide, at the request of the contracting entity, the tax certificate for contractors and subcontractors covering the entire contractual period. They also undertake not to carry out financial operations contrary to tax regulations in countries that do not have capital control regulations and are considered tax havens by the European Union.

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

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

- In the event of non-compliance with sections a), b), c), f) and g) of section 10.1, a minimum penalty of 0.60 euros per 1000 euros of the contract price, excluding VAT, is established, which may be increased in a justified and proportional manner depending on the seriousness of the facts. The seriousness of the facts will be determined by the damage caused to the public interest, the reiteration of the facts or the obtaining of a benefit derived from the non-compliance. In any case, the amount of each of the penalties may not exceed 10% of the contract price, excluding VAT, nor may their total exceed 50% of the contract price in any case.

- In the event of non-compliance with the provisions of letter d) of section 10.1, the contracting authority will inform the competent authorities in matters of competition of the facts.
 - In the event of non-compliance with the provisions of letter e) of section 10.1, the contracting authority will inform the Ethics Commission in Public Procurement of the Generalitat de Catalunya so that it can issue the relevant report, without prejudice to other penalties that may be established.
 - In the event that the seriousness of the facts requires it, the contracting body will inform the Anti-Fraud Office of Catalonia or the control and inspection bodies that are competent for the matter.
11. In cases of subrogation, the successful tenderer will be obliged to answer for the unpaid salaries of the workers affected by the subrogation, as well as for the Social Security contributions accrued, even in the event that the contract is terminated and those are subrogated by a new successful tenderer, and without this obligation corresponding to the latter in any case. In this case, the ICIQ, once the failure to pay the aforementioned salaries is proven, will proceed to withhold the amounts due to the successful tenderer to guarantee the payment of the aforementioned salaries, and not to return the definitive guarantee until the payment of these salaries is proven.

CLAUSE 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 receipt thereof by the contracting entity, if applicable.

Once the good or goods subject to the contract have been delivered, installed, configured and put into operation and their compliance with the provisions of these Terms and Conditions and the 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 fifteen (15) calendar days to rectify the defects observed or, where appropriate, replace the material.

In the event that the defects detected are not corrected within the granted period of fifteen (15) days, the contracting entity will be authorized 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 I of the Summary of Characteristics Table or any additional period that the successful bidder may have offered will begin.

The contract will be settled within thirty (30) days from the receipt of the services or from the date the contracting entity receives the invoice if this is after the date of receipt.

The conditions of the guarantee are set out in section I of the Summary of Characteristics Table.

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.

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.

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 (5) 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 (4) 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.

Serious:

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

Very serious:

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

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

4. Regardless of compensation for damages, in the event of non-compliance that does not result in termination of the contract, the contracting entity may apply the following

sanctions, graduated according to the degree of damage, dangerousness and/or reiteration:

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

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

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

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 these articles and those already provided for in these specifications, the following constitute specific causes for resolution:

- The delay in the start of benefits.
- Failure to comply or defective compliance with the contract execution conditions established in these 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 Book Two 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 successful bidder 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 successful bidder as a result of the assignment of the Contract to a third party, in the terms established in article 214 of the LCSP. In this case, the prior and express authorization of the Contracting Authority will be required for the assignment of the Contract and that the assignee has full capacity to contract with the public sector, has the solvency required in the Specifications and is not in cases of incapacity or prohibitions to contract with the public sector determined by current legislation. The assignee of the contract will be subrogated in all rights and obligations that corresponded to the assignor.

Objectives: 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 Procurement Department stating, where applicable, its origin.

- Hearing procedure for the successful bidder for a period of ten (10) business days and appearance in which he declares that he has 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 successful tenderer. Consequently, the successful tenderer accepts any modification of the contract proposed by the contracting authority that complies with the provisions of these Terms of Reference or the Contract and undertakes to execute it once the corresponding agreement is adopted.

In these cases, the successful bidder 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 (20%) of the award amount, the successful bidder may request the termination of the contract and the settlement of the work carried out, without being entitled to any other type of compensation or payment for lost profits.

CLAUSE 28.- DATA PROTECTION

1. In compliance with the provisions of the General Data Protection Regulation 679/2016 of the European Union, which regulates, in its articles 13 and 14, the right to information in the collection of personal data, the following points are noted:

- a. The documentation required to bid in this procedure that contains personal data is necessary for participation in it.
- b. In relation to the documentation presented by the bidders that contains personal data of natural persons (workers, technical staff, collaborators, etc.), the bidder guarantees that it has previously obtained the consent of the interested/affected persons to provide the aforementioned information to *the Catalan Institute of Chemical Research* for the purpose of bidding in this procedure.
- c. The documentation submitted by the bidders that contains personal data will be deposited at the offices of *the Catalan Institute for Chemical Research*, located at Avinguda del Països Catalans, 16, 43007 Tarragona and will be processed by *the Catalan Institute for Chemical Research* for the qualification, assessment and comparison of the bidders' proposals and to comply with the purposes established in the public procurement regulations that apply to *the Catalan Institute for Chemical Research*. The recipients of this information will be *the Catalan Institute for Chemical Research itself*, if applicable, as well as those third parties that carry out inspection tasks or those third parties that, in the execution of the contract, necessarily have to access it.
- d. The presentation of the offer and the requested documentation implies that the bidder authorizes *the Catalan Institute of Chemical Research* to process the aforementioned documentation and information in the terms informed and, in the event that it is awarded the contract, within the framework of the execution of the contract.

e. Interested/affected parties may exercise their rights of access, rectification, cancellation and opposition or any other rights they may have, by writing to *the Catalan Institute of Chemical Research*, as the entity responsible for the processing, at the address indicated in letter c) above, attaching a copy of the National Identity Document or other Official Document that proves the identity of the person exercising the right.

f. The processed data will be kept as long as the relationship is maintained and, once it has ended, during the legally established periods of conservation and limitation of liability.

2. The successful bidder undertakes to comply with all that is established in the General Data Protection Regulation, in relation to the personal data to which it has access during the term of this contract.

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

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

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

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

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

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

CLAUSE 29.- PROCESSING OF PERSONAL DATA: OBLIGATIONS DERIVING FROM THIS PROCESSING

The successful tenderer will be obliged to respect the current regulations on data protection and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, GDPR) and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter, LOPDgdd) and any regulations that develop it, the successful tenderer being subject to said regulations.

This obligation, in accordance with the provisions of article 202.1 of the LCSP, is established as a special condition for the execution of the contract, also having the character of an essential contractual obligation, the breach of which will be considered a breach of a main obligation of the contract, being cause for its termination.

CLAUSE 30.- 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 five (5) years, unless a longer period is established in the contract.

Likewise, the employer must expressly indicate any documentation and/or information that they consider confidential in their offer.

CLAUSE 31.- ETHICS CLAUSE

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

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

CLAUSE 32.- 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.

Tarragona, January 16, 2026.

Dr. Emilio J. Palomares Gil
Contracting body
Catalan Institute for Chemical Research (ICIQ)

ANNEX NO. 1

ENVELOPE A Exp 02-2026

1.- Single European Procurement Document (DEUC) must be submitted in envelope A.

The DEUC model can be downloaded at the following email address:

<https://visor.registrodelecitadores.gob.es/espd-web/filter?lang=es>

2.- In the event that the bidding company uses the capacities of other companies to prove its economic and/or technical solvency, in accordance with the provisions of article 75.2 of the LCSP, or intends to subcontract, it must indicate this circumstance in the present responsible declaration and submit another separate declaration for each of the companies whose capacities it uses or intends to subcontract, duly signed. This document may be replaced by the DEUC.

Responsible declaration for using the capabilities of other companies to prove economic and/or technical solvency

Mr. _____, with NIF number _____
as _____ of _____ the
company _____ with _____ NIF
number _____ declares, under his/her responsibility, that the
company he/she represents uses the capacities of other companies to prove its economic
and/or technical solvency, in accordance with the provisions of article 75.2 of the LCSP

Place and date
Signature

ANNEX NO. 2

TECHNICAL REPORT MODEL AND/OR REFERENCES, THE EVALUATION OF WHICH DEPENDS ON VALUE JUDGMENTS. ENVELOPE B

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

Having learned of the call made by the Institute of Chemical Research of Catalonia which aims to SUPPLY AND INSTALL A SINGLE-CRYSTAL X-RAY DIFFRACTOMETRE FOR THE ICIQ (Exp 02-2026) and being aware of the Technical Specifications and the Particular Clauses and other documentation governing the procurement:

I declare that I know and fully accept the minimum technical requirements established in the Technical Specifications, and therefore I provide documentation that includes the following sections:

A. MEMORY: (points 1, 2, 4.1, 4.2, 6, and 9 of the PPT)

1. Description of the object of the contract.
2. Description of the technical specifications of the equipment offered and its functionalities.
3. Description of maintenance and after-sales service.
4. Appointment of the valid interlocutor to resolve issues arising from the general operation of the service:

Ms./Mr.:

Name and surnames:

Email address:

Telephone:

5. Description of actions to reduce the environmental impact of supply.

B. RESULTS OF THE DEVICE SKILLS TEST: (point 3 of the PPT)

Contribution of the results of the tests described in section 3 of the PPT. All documentation relating to the execution of the test and the results derived from it must be submitted.

Place and date

Signature

It is essential that the report follows the correlative order of the previous points and that data relating to the budget detailed in envelope C is not included.

OFFER MODEL EVALUABLE THROUGH AUTOMATIC FORMULAS . ENVELOPE C

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

Having learned of the call made by the Institute of Chemical Research of Catalonia which aims to SUPPLY AND INSTALL A SINGLE-CRYSTAL X-RAY DIFFRACTOMETRE FOR THE ICIQ (Exp 02 -2026) and being aware of the Technical Specifications and the Particular Clauses and other documentation governing the contract, undertakes to comply with them and to carry them out in strict compliance with the following conditions:

A. Maintenance and after-sales service. Point 4 (4.3) of the Technical Specifications .

CONCEPT	AMOUNT OFFERED (VAT excluded)	VAT amount	TOTAL AMOUNT OFFERED (VAT included)
Annual preventive and corrective maintenance* contract that covers all equipment and includes: <ul style="list-style-type: none">• General equipment review• Complete cleaning of the equipment• Change of consumable material• Labor• Displacement• Repair of any equipment failure• Parts needed for any equipment repair			

* If you are the successful bidder, this budget will be considered binding throughout the life of the equipment, with the price varying only based on the variation in the IPC.

B. Description of the improvements offered. Point 5 of the Technical Specifications.

C. Warranty period. Point 7 of the Technical Specifications .

The warranty period offered for the equipment subject to the contract is:.....years.

D. Delivery period. Point 8 of the Technical Specifications.

The delivery period for the equipment subject to the contract is:.....months

E. Economic proposal, point 10 of the Technical Specifications:

CONCEPT	AMOUNT OFFERED (VAT excluded)	VAT amount	TOTAL AMOUNT OFFERED (VAT included)
Offer for supply and installation of a single crystal X-ray diffractometer.			

Offer validity period.....4 months

Place and date
Signature

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

ANNEX NO. 3

AWARD CRITERIA

The evaluation criteria that will be applied will be the following:

ENVELOPE B. Award criteria whose assessment requires a value judgment

Envelope B will be assessed with a maximum of 55 points :

The report will be subjectively assessed using a two-phase formula according to guideline 1/2020 for the application of assessment and scoring formulas for economic and technical proposals of the Generalitat de Catalunya.

Bid evaluation phase:

For the evaluation of envelope B, the degree of adequacy of the technical report and the team's capacity test to the object of the contract and the requirements described in the PPT will be taken into account, as well as the consistency and detail of the proposal that demonstrates the technical, organizational and operational capacity of the bidder to execute the project with guarantees of quality, safety and compliance with the established deadlines. The evaluation will be made by granting a numerical value based on the following subjective qualifications ordered in descending order:

A. MEMORY: maximum 40 points

1.- Insufficient Report : The report is not presented or is insufficient to meet the requirements considered most critical of the PPT. Its inconsistency, understood as a lack of adequacy and/or coherence, does not allow ensuring the optimal implementation of the requested supply. The assessment will be 0 points.

2.- Sufficient Report : The proposal has an adequate level of presentation with respect to the minimum requirements of the PPT. Despite the existence of some minor error, inconsistency or lack of information considered non-critical with respect to the minimum requirements. From the result of its reading and analysis it is deduced that it does not put at risk the fulfillment of the object of the contract and that a minimum correct quality level is guaranteed for the execution of the supply. The assessment will range from more than 0 points to 15 points.

3.- Remarkable Report : The proposal includes all the minimum requirements described in the PPT, and has a good degree of detail but includes some minimal deficiencies without significant importance for the execution of the contract. It does not present any errors or major inconsistencies. The assessment will range from more than 15 points to 25 points.

4.- Excellent Report : The proposal is perfectly aligned with the object of the contract and requirements set out in the PPT, with a degree of adequacy, consistency and impeccable details. In addition, the report can present proactive contributions with respect to what was requested in the PPT, therefore it provides a differential value in the execution of the same. In short, it is a detailed and exhaustive report and justified in relation to what is requested in the PPT. The assessment will range from more than 25 points to 40 points.

B. DEVICE SKILLS TEST RESULTS: maximum 15 points

The score for this section will be from 0 to 15 points, depending on the degree of adequacy of the results to the requirements described, following the criteria described below.

The evaluation criteria for the measurement test of the requested single crystal sample will be the following:

- Ability to meet defined objectives.
- Average I/σ of all data and average I/σ of the highest resolution shell (in the symmetry of the point group P2₁; 10 shells of equal population).
- Average R_{pim}^* of all data and the highest resolution shell. (see HM Einspahr and MS Weiss (2011). "Quality indicators in macromolecular crystallography: definitions and applications", *International Tables Vol. F*, 64–73.)
- Accuracy of the most intense reflections. Overexposed reflections and fast scans are unfavorable.
- Quality of the refined structure (number of data, R1 (all data), wR2 (all data), GooF, weighting scheme, Flack, Flack standard deviation, Fobs vs. Fcalc graph).

In the technical report, the evaluation criteria for the measurement test of the crystalline powder sample requested will be the following:

- Peak resolution as close as possible to 0.05° in 2θ

The technical report should not include amounts related to the budget or cost estimates; these will be detailed in envelope C.

The assessment of criteria whose assessment depends on value judgments and which are assessed using the formula is carried out in two phases:

1.1.- Assessment phase:

The Technical Proposal will be assessed in relation to the criteria subject to value judgment in accordance with the numerical values and subsequently the different proposals assessed will be arranged in descending order.

1.2.- Scoring phase:

Based on the results obtained in the assessment phase, the following formula will be applied for each criterion and sub-criterion to obtain the score.

$$Pop = P \times (VT_{op} / VT_{mv})$$

Where:

P_{op} = Score of the offer to be scored

P = Score of the criterion that appears in the Specific Administrative Clauses

VT_{op} = Technical Evaluation of the offer being scored

VT_{ov} = Technical Evaluation of the best valued offer

The contracting authority establishes that the threshold for each qualitative criterion of the Technical Proposal which depends on value judgments, will be 80%. The objective is to

score the excellence of the offers. The assessments will be made taking continuous values, that is, with decimals.

Option 1- If none of the bid evaluations in the Technical Evaluation Phase exceed the threshold, the previous formula will not be applied, and the score to be awarded to the criterion will be the value obtained in the Evaluation Phase of the technical proposals.

Option 2- If any of the bid ratings in the Technical Evaluation Phase exceed the threshold, all bids are scored by applying the formula to all bids.

In these assessment criteria, the contracting body does not exclude any criteria from the possibility of being assessed in the scoring phase.

Bidders must submit a technical offer, in accordance with what is requested in the offer model in envelope B of ANNEX NUMBER 2 of these Terms of Reference.

ENVELOPE C. Award criteria whose assessment is carried out automatically by applying formulas

Bidders must submit a bid according to the model in Annex No. 2 of these Terms and Conditions, presenting a financial offer, an assessment of the maintenance service and offering a guarantee.

The assessment will be carried out according to the following formulas:

A. Maintenance and after-sales service. Point 4 of the Technical Specifications .
Point 4.3 will be assessed with a **maximum of 2 points** .

Maintenance contract price (P)	Points
$P > 25,000.00 \text{ €}$	0
$€22,000.00 < P \leq €25,000.00$	0.5
$€20,000.00 < P \leq €22,000.00$	1
$€20,000.00 \geq P$	2

B. Warranty period. Point 7 of the Technical Specifications .
This point will be valued with a **maximum of 3 points** .

Years of warranty	Points
0	Excluded from the process
1	0
2	1
3	2
4	3

C. Delivery period . Point 8 of the Technical Specifications .
This point will be assessed with a **maximum of 2 points** .

Delivery time (T, weeks)	Points
$T > 24$	excluded
$T = 24$	0
$20 < T < 24$	0.5
$18 < T \leq 20$	1

$16 < T \leq 18$	1.5
$16 \geq T$	2

D. Improvements. Point 5 of the Technical Specifications. This point will be assessed with a **maximum of 8 points**.

	Points if the upgrade is offered	Points if the upgrade is not offered	Evaluation criteria
Offering complete preventive maintenance of the equipment during the warranty period. Preventive maintenance of the equipment is understood to be a general inspection and cleaning of the equipment and the replacement of all consumables of the equipment, with travel and labor included.	4	0	Equipment maintenance ensures high performance and utilization.
Training plan: basic operation of the equipment and advanced options.	1	0	Training the personnel who will use the equipment ensures its maximum use.
Providing an additional spare anode/tube.	3	0	Important to extend the life of the equipment without additional costs or interruptions in its operation.

E. Economic proposal. Point 9 of the Technical Specification Sheet) : up to a **maximum of 30 points**.

Bidders who submit a financial offer higher than the tender budget will be excluded from the tender procedure.

The following formula will be applied to score the financial offer:

$$P_v = \left[1 - \left(\frac{O_v - Om}{IL} \right) \right] \times \left(\frac{1}{VP} \right)$$

Where:

P_v = Score of the offer to be evaluated

P = Economic criterion points

Om = Best Offer

Ov = Offer to be evaluated
IL = Bidding Amount
VP = Weighting value

The contracting authority applies to the formula a weighting value linked to the weight of the price criterion in relation to the total assessment of 4, given that the service is required to be executed with a high quality level given its technical complexity.

The weighting value varies the distance between the scores of the best and worst economic offer, but maintains its proportionality, discouraging the presentation of reckless offers. The higher the value, the less distance between scores.

ANNEX NO. 4

.....
.....

....., ofof.....

Ladies/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 tenderer have not been modified with respect to those in their possession, presented on date.....in order to participate in the procedure.....
- ☐ That the tax identification number card is the one you already have in your possession, presented on.....in order to participate in the procedure.....
- ☐ That the documents accrediting my representation as signatory of the proposal have not been modified or revoked with respect to those in your possession, presented on.....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

The entity *named* (hereinafter, guarantor entity), with NIF XXXXXXXXXX and address at street XXXXXXXXXX, *municipality and province*, postal code XXXXX, represented by *name, surnames and ID card of the authorized person*, with sufficient powers to oblige him in this act, in accordance with the validation of powers that appears at the bottom of this document,

Endorsement:

- To the *name and surnames of the guaranteed natural person / name of the guaranteed legal person*, with NIF XXXXXXXXXX (hereinafter, guaranteed entity).
- As a definitive guarantee, in accordance with article 107.1 and article 108.1.b) of Law 9/2017, of November 8, on public sector contracts.
- Before a *public sector body or entity* with NIF XXXXXXXXXX.
- Within the framework of the award of the procurement file XXXXXXXXXX.
- For the amount of *in words and figures*.

The guaranteeing entity declares that it complies with the requirements of article 56 of the General Regulations of the Law on Public Administration Contracts, approved by Royal Decree 1098/2001, of October 12.

This guarantee is granted jointly and severally in relation to the principal obligor, with express waiver of the benefit of excussion and with a commitment to pay at the first request of the Caixa General de Dipòsits de la Generalitat de Catalunya, in accordance with the regulations on public sector contracts and the Caixa General de Dipòsits de la Generalitat de Catalunya.

This guarantee must remain in force until a *public sector body or entity* authorizes its termination, cancellation or return in accordance with the regulations on public sector contracts.

This guarantee has been registered in the entity's special register of guarantees on the *date* with the number XXXXXXXX.

Place and date

Guarantor entity + seal

Signature of authorized persons

Validation of powers of attorney by the Legal Advisory Service of the Department of Economy and Finance of the Generalitat de Catalunya, Legal Office of the Generalitat de Catalunya or State Attorney's Office. In the event that they are not validated by any of the indicated bodies, the guarantee must be Notarized.

Province	Date	Number or code (State Attorney's Office only)

ANNEX NO. 5.B

**MODEL OF BONDING INSURANCE CERTIFICATE FOR THE DEFINITIVE
GUARANTEE**

*(Notarially intervened 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 NIF, duly represented by Mr.
.....
....., with sufficient powers to oblige him in this act, as it appears from

INSURANCE

To, NIF....., 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 supplies
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 NO. 6

Bidding base budget breakdown

Direct costs	€234,000.00
Salary costs <i>(if salary costs are part of the cost)</i>	€156,000.00
TOTAL	€390,000.00
Indirect costs	€117,000.00
...	
General structural expenses	€78,000.00
Industrial benefit	€195,000.00
TOTAL	€390,000.00
TOTAL COSTS (direct + indirect). Net budget.	€780,000.00

ANNEX NO. 7

STANDARD CONTRACT

(ENTITY NAME)

STANDARD CONTRACT

SUPPLIES RELATED TO _____

FILE NUMBER

Tarragona, on _____ of 20__

On the one hand, Mr. _____, of legal age, with domicile for the purposes of this contract at _____

And on the other hand, Mr. _____, of legal age, with domicile for the purposes of this contract in _____.

THEY INTERVENE

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

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

EXPOSE

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

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

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

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

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

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

CLAUSES

1.- OBJECT

1.1.- The object of the Contract is the performance of the work necessary to provide the supply of _____, also related to the Technical Specifications, and in the terms contemplated therein.

In particular, the subject matter of the contract includes:

This contract will be executed subject to the following documentation:

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

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

2.- PRICE

The total amount of the contract is set at the amount of _____ Euros, plus the amount of _____ Euros corresponding to Value Added Tax (hereinafter, VAT).

This price includes the supply of

Optional: The contract price is broken down into the following unit prices:

- [●]
- [●]
- [●]
- [●]

The contract price includes all items described in the offer. Likewise, all costs, risks, benefits and taxes are considered included, except for VAT, which is indicated as a separate item.

Optional: (entity name) will only pay the successful tenderer for the supplies made, without (entity name) being obliged in any case to exhaust the estimated value of the contract/tender budget.

3.- BILLING AND PAYMENT METHOD

Once each order has been received and approved, the successful bidder will issue the corresponding invoice, the amount of which must correspond to the amount of the order in question.

The contractor will invoice the supplies monthly.

Invoices will include the procurement file code.

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

The contracting entity makes the payment for the supplies once they have been partially or totally 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.

4.- PERIOD OF EXECUTION OF THE CONTRACT AND PLACE OF DELIVERY OF THE GOODS

4.1.- The maximum delivery and installation/delivery, installation and start-up period of _____ will be XXXXX days/weeks/months/years, counted from _____.

The duration of the contract is provided without prejudice to the warranty period established in section I of the Table of Characteristics of the Specific Clauses that governs this contract, as well as the confidentiality and personal data protection obligations that are provided for in accordance with the corresponding clauses of this contract.

4.2.- This contract may be extended for the periods and for the term established in section D.1 of the Characteristics Table and in clause three of the Specific Clauses that govern the contract.

Under no circumstances will the contract be tacitly renewed.

The extension will be agreed by the contracting authority of (name of entity) and will be mandatory for the contractor, provided that the notice has been given at least two months before the end of the contract duration.

The extension must be formalized in writing through a document signed by both parties with a minimum of 1 month's notice before the end of the contract (as well as partial terms, if applicable) or any of its extensions.

4.3.- The successful tenderer will be responsible for the custody and storage duties of the equipment that must be supplied until the moment of its receipt by (name of entity).

4.4.- The place where the services will be performed will be as established in section E of the Table of Characteristics of the Specifications that govern the contract.

5.- FINAL GUARANTEE

5.1.- The successful tenderer has provided a definitive guarantee for the amount of [●] euros. This amount corresponds to the percentage of the award amount established in section H of the Characteristics Table and as indicated in the Specific Clauses that govern the contract.

5.2.- The guarantee is joint and several and enforceable upon first demand with unconditional obligation and express and solemn waiver of all exceptions and reservations, and among others the benefit of excussion, order and division.

5.3.- The guarantee will be responsible for the exact fulfillment by the contractor of each and every one of the obligations that correspond to him as provided for in this contract, and will be valid until the expiration of the guarantee period and the contract has been satisfactorily fulfilled, or it is terminated for reasons not attributable to the contractor and following the procedure established therein.

The guarantee provided will be responsible for any possible termination of the contract, the imposition of penalties, the compensation of any damages and losses arising from the breach of the contractor's obligations, and in general, the defective fulfillment of all the obligations that correspond to the contractor.

5.4.- In any of the cases provided for in the previous paragraph, (name of entity) may proceed freely, and by its exclusive determination, against the guarantee constituted and dispose, consequently, of the corresponding amounts, all this without prejudice to the actions, claims or resources of which the contractor believes itself assisted, which, despite everything, will not suspend in any case, the free availability of the guarantee by (name of entity), since the only obligation would be to refund the amounts disbursed in due course if this were appropriate.

5.5.- In the event that the amount of the guarantee is insufficient to cover the damages and losses suffered by (name of entity), the latter may in any case claim from the contractor the difference not covered by the guarantee, being able to deduct, if applicable, the amounts pending payment to the contractor. The remainder will be paid by the contractor directly and immediately upon the claim made by (name of entity).

6.- LABOR AND TAX OBLIGATIONS

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

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

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

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

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

7.- ENVIRONMENTAL COMMITMENT AND GOOD PRACTICES

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

8.- RESPONSIBILITY IN THE EXECUTION OF THE CONTRACT

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

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

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

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

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

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

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

9.- PENALTY REGIME

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

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

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

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

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

10.- TERMINATION OF THE CONTRACT

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

10.2.- Consequences of the resolution

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

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

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

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

11.- SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT

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

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

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

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

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

In the event that at the time of drawing up the receipt report, incidents arise in relation to the work carried out, it will not be considered accepted, but a maximum period of ten (10) calendar days will be granted to the contractor to rectify the deficiencies detected.

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

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

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

12.5.- Likewise, during the term of the contract, the contractor undertakes to maintain in force the Civil Liability insurance policy with a minimum limit of _____ Euros that it has taken out and which is attached as Annex no. 6 to this contract.

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

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

The successful bidder declares that he is aware of and undertakes to comply with the provisions of clauses 28 and 29 of the Specific Terms and Conditions regarding the protection of personal data.

Likewise, the awarded company will be obliged to respect the confidential nature of all information to which it has access under the terms established in clause 30 of the Specific Terms and Conditions.

14.- ORGANIZATION. INTERLOCUTORS OF THE CONTRACTING PARTIES

14.1.- To fulfill the obligations arising from this contract, the contractor designates an interlocutor with sufficient capacity, knowledge and experience to supervise, coordinate

and ensure the correct provision to be executed, and carry out the tasks of interaction with (name of entity) to monitor the execution of the contract.

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

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

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

For (entity name): Mr./Ms. [●]

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

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

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

15.- CONTRACTUAL MODIFICATION

This contract may be modified in accordance with the provisions of section Q of the Characteristics Table and Clause 27 of the Specific Clauses that govern the contract.

16.- LEGAL REGIME

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

Likewise, this contract is subject to national and European Union regulations on data protection, and particularly to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter, GDPR) and to Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter, LOPDgdd) and any regulations that develop it, the successful tenderer being subject to said regulations.

17.- JURISDICTION

The civil jurisdictional order will be competent to resolve disputes between the parties in relation to the effects, compliance and termination of the contract that is the subject of this

tender, in accordance with the provisions of article 27 of Law 9/2017 on Public Sector Contracts. The parties, in the event of taking legal action, expressly submit to the jurisdiction and competence of the Courts and Tribunals of the city of Tarragona, waiving any other jurisdiction that may correspond to them.

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

(entity name)

THE AWARDEE

Mr.- _____

Mr.- _____