

**FUNDACIÓ INSTITUT D'INVESTIGACIÓ EN CIÈNCIES DE LA SALUT GERMANS
TRIAS I PUJOL**

**SPECIAL ADMINISTRATIVE CLAUSES (PCAP) FOR THE SUPPLY, INSTALLATION,
MAINTENANCE, AND TECHNICAL SUPPORT OF THE US2.AI™ SOFTWARE FOR
THE GERMANS TRIAS I PUJOL RESEARCH INSTITUTE – ORCHESTRA Research
Protocol**

ORDINARY PROCEDURE – NEGOTIATED TENDER FOR EXCLUSIVITY REASONS

Non-harmonised procurement

File No.: 09/2026

SUMMARY TABLE OF KEY FEATURES OF THE PROCUREMENT PROCEDURE

SPECIAL ADMINISTRATIVE CLAUSES

1. ESTIMATED CONTRACT VALUE: ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED EUROS (€120.400,00.-), VAT EXCLUDED.

2. TENDER BUDGET: ONE HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FOUR EUROS (€145.684,00.-), VAT INCLUDED.

3. MAXIMUM PERFORMANCE PERIOD: As established in section 3 of the Technical Specifications (PPT).

4. POSSIBLE EXTENSIONS: NO.

5. PLACE OF EXECUTION OF THE CONTRACT:

Hospital Universitari Germans Trias i Pujol
Ctra. Can Ruti – Camí de les Escoles, s/n,
08916 Badalona.

6. DIVISION INTO LOTS: NO.

7. DEFINITIVE GUARANTEE: YES, 5% of the award amount.

8. ADMISSIBILITY OF VARIANTS AND IMPROVEMENTS:

Variants: not admitted

Improvements: admitted at no cost

9. PRICE REVISION: NO.

10. CAPACITY AND SOLVENCY: See Clause 6 of these Special Administrative Clauses.

11. SUBMISSION OF TENDER:

Deadline: as stated in the invitation.

Format: two digital envelopes (Envelope 1 and Envelope 2) to be submitted via the Digital Envelope tool at:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=1038897

12. ASSIGNMENT OF THE CONTRACT: Given the nature of and technical exclusivity of the supply, subcontracting of the services in this contract is prohibited.

13. SUBCONTRACTING: Given the nature of and technical exclusivity of the supply, subcontracting is prohibited.

14. AWARD CRITERIA: As set out in Annex 2B of these Special Administrative Clauses.

15. CONTRACT MODIFICATION: In accordance with the regime set out in Subsection 4 of Section 3, Chapter I, Title I of the Spanish Public Sector Contracts Act (LCSP).

16. PROCESSING: Ordinary, by negotiated procedure without publication in accordance to Articles 168 et seq. of Law 9/2017.

17. INFORMATION AND QUERY SERVICE: Questions and/or requests for information must be submitted in writing to licitaciones@igtp.cat no later than 5 days before the deadline for submission of tenders. The subject line must include the file code/number. Information on the status of the procedure will be published in the contracting profile, including clarifications and amendments where applicable.

SPECIFICATION OF SPECIAL CLAUSES

CONTRACT: Service

PROCESSING: Ordinary

PROCEDURE: Negotiated without advertising

Contract file	CPV	Description
Exp. 09/2026	48180000-3 – Medical software	SUPPLY, INSTALLATION, MAINTENANCE, AND TECHNICAL SUPPORT OF THE US2.AI™ SOFTWARE FOR THE GERMANS TRIAS I PUJOL RESEARCH INSTITUTE – ORCHESTRA Research Protocol

I. GENERAL PROVISIONS

CLAUSE 1 – PURPOSE AND LEGAL REGIME OF THE CONTRACT

1. Purpose of the contract: Existence of a single supplier for technical reasons. Minimum technical and functional characteristics of the subject of this procedure.

The Fundació Institut d'Investigació en Ciències de la Salut Germans Trias i Pujol (hereinafter, IGTP), which is considered a Research Centre of Catalonia – identified as a CERCA Centre – initiates the procurement procedure for the **SUPPLY, INSTALLATION, MAINTENANCE, AND TECHNICAL SUPPORT OF THE US2.AI™ SOFTWARE FOR THE GERMANS TRIAS I PUJOL RESEARCH INSTITUTE – ORCHESTRA Research Protocol.**

The purpose of this specification is to establish the requirements and define the obligations that correspond to the contracting of the supply object of this tender process.

The supply shall be performed in accordance with the provisions of the Technical Specifications.

2. The Contracting Authority is subject to the provisions of Law 9/2017, of 8 November, on Public Sector Contracts, transposing Directives 2014/23/EU and 2014/24/EU (hereinafter, the 'LCSP'), insofar as applicable to non-harmonised procurement carried out by a contracting authority that does not have the status of a Public Administration, as

well as to these Special Administrative Clauses and the terms of the contract to be executed.

With respect to any contractual modifications that may occur, the regime set out in Subsection 4 of Section 3, Chapter I, Title I of the LCSP shall apply.

3. This contract is considered a private contract and is subject, as regards its effects and termination, to private law. It shall be governed by these Special Administrative Clauses, by the contract and attached documentation, and, where not provided for, by the applicable civil and commercial legislation.

The preparation and award of this contract are governed by Title I of Book Three of the LCSP.

4. To resolve any disputes arising from the preparation, award and contractual modifications, where such modifications are based on breach of Articles 204 and 205 of the LCSP, and where it is understood that the modification should have been the subject of a new award, the parties submit to the contentious-administrative jurisdiction.

To resolve any disputes relating to the effects and termination of this contract, the parties submit to the civil jurisdiction.

5. These Special Administrative Clauses, their annexes and the Technical Specifications are contractual in nature. The contract shall conform to these clauses, which shall be considered an integral part thereof.

6. Submission of a tender implies the unconditional acceptance by tenderers of the content of these Special Administrative Clauses and of all documentation forming part of the tender, without exception or reservation.

7. Interpretation of the contract and any discrepancies regarding its application shall take into account, firstly, these Special Administrative Clauses and the Technical Specifications, which shall prevail over any other rule. Lack of knowledge of the contract or of any other contractual documents that may apply shall not relieve the successful tenderer of the obligation to comply with them.

CLAUSE 2 – ESTIMATED CONTRACT VALUE, TENDER BUDGET AND CONTRACT PRICE

1. The estimated contract value for the purpose of determining the award procedure, advertising and the contracting authority's competence is the amount set out in section 2 of the Summary Table of Key Features and does not include VAT.

This estimated value has been calculated in accordance with Article 101 of the LCSP and is the sum of the tender base budget and any possible modifications and, where applicable, extensions or other options, in the terms established in these Special Administrative Clauses.

2. The tender budget is the amount stated in section 3 of the Summary Table of Key Features. The breakdown of the tender base budget is set out in Annex 4 to these Special Administrative Clauses.

This tender base budget includes all valuation factors and expenses which, according to the contractual documents and applicable legislation, are borne by the contractor, as well as taxes of any kind, including VAT.

Tenders exceeding the tender base budget or the unit prices into which it is broken down shall be excluded.

3. The contract price shall be the award amount, plus the corresponding VAT, which must be shown as a separate item.

The contract price shall include any other taxes, fees and charges of any kind applicable, as well as all expenses the contractor must assume in accordance with the attached template contract, these Special Administrative Clauses and any annexed documentation.

Under no circumstances shall the award amount exceed the tender base budget. If a tenderer exceeds such amount(s), it shall be excluded from the procedure.

4. The contract price shall not be subject to revision.

5. It is stated that sufficient credit is available to meet the Contracting Authority's financial obligations arising from performance of the contract to which these Special Administrative Clauses refer, until completion.

CLAUSE 3 – PLACE AND TIMEFRAME FOR PERFORMANCE

The supplier company shall be obliged to perform the supply in accordance with Clause 5 of the Summary table of key features of the Special Administrative Clauses at the following facilities:

Hospital Universitari Germans Trias i Pujol

Ctra. Can Ruti – Camí de les Escoles s/nº

08916 Badalona

2. The contract shall be performed in accordance with the schedule set out in Clause 3 of the Technical Specifications. The successful tenderer shall be responsible for custody and storage duties of the goods to be supplied until their acceptance by IGTP.

CLAUSE 4 – NEED AND SUITABILITY, PROCUREMENT FILE, AWARD PROCEDURE AND DOCUMENTATION PROVIDED

1. **NEED AND SUITABILITY:** The needs that the Contracting Authority intends to satisfy by means of this contract are those stated in the justificatory report.

2. **PROCUREMENT FILE AND AWARD PROCEDURE:** The procurement file shall be processed under the ordinary procedure and the contract shall be awarded by negotiated procedure for technical reasons, pursuant to Article 168 of Law 9/2017 (LCSP).

In accordance with the technical and legal report included in this file, the contractual performance may, for technical reasons, only be entrusted to Eko.ai Pte Ltd

The award shall be made in favour of the invited company provided that all requirements set out in the contractual documentation are met.

3. **DOCUMENTATION AVAILABLE TO THE INVITED COMPANY:** Together with the invitation letter, the following documentation will be provided or, where applicable, the IGTP contracting profile address will be provided for access:

- Special Administrative Clauses
- Technical Specifications
- Template contract

All such documentation shall be contractual. The template contract regulates the contractor's obligations, including, by way of example and without limitation, payment terms, performance conditions, subcontracting, payment to subcontractors and suppliers, penalties, termination, etc., and therefore must be taken into account by tenderers.

4. **CONTRACT MANAGER:** Dr. Victoria Delgado, as Head of the Cardiovascular Image Sector, is appointed as Contract Manager, responsible for supervising performance, adopting decisions and issuing necessary instructions to ensure proper performance within her assigned powers.

5. **CONTRACTING BODY:** Due to the amount of this contract, the contracting body is Mr. Carles Esquerré i Victori, pursuant to the powers granted by public deed executed on 2 March 2023 before Notary Mr. Jaime Agustín Justribó, protocol number 579.

CLAUSE 5 – PUBLICITY

This tender does not require prior publication of a contract notice, in accordance with Articles 63, 166 and 168 of the LCSP.

CLAUSE 6 – CONDITIONS REGARDING CAPACITY AND SOLVENCY OF THE INVITED COMPANY

1. In this procurement, awarded under Article 168.a)2 of the LCSP through a negotiated procedure without prior publication, only the single company capable of supplying and maintaining the required equipment shall be invited to submit a tender.

The invited company must have full legal capacity to act pursuant to Article 65 of the LCSP, must not be subject to any prohibition on contracting under Article 71 of the LCSP, must evidence the solvency required in these Special Administrative Clauses, and must hold any business or professional authorisation required to carry out the activity or performance constituting the subject matter of the contract.

The requirements relating to capacity, solvency and absence of prohibitions on contracting must be met at the time of submission of the tender and maintained until award and formalisation of the contract.

2. Pursuant to Article 75 of the LCSP, solvency may be proven by relying on the solvency and resources of other entities, regardless of the legal nature of the links with them, provided that the tenderer demonstrates that it will effectively have such solvency and resources throughout the contract term and that the entity relied upon is not subject to a prohibition on contracting.

However, with regard to academic and professional qualifications or professional experience, reliance on other entities' capacities is only permitted if those entities perform the part of the contract for which those capacities are required.

Where the tenderer relies on other entities, it must demonstrate availability of the necessary resources by submitting the written undertaking of those entities. This undertaking shall be submitted by the invited tenderer upon request pursuant to Article 150.2 of the LCSP, without prejudice to Article 140.3.

If the invited tenderer relies on other companies' capacities to evidence economic and/or technical solvency under Article 75 of the LCSP, or intends to subcontract, it shall indicate this in the ESPD (DEUC) and submit a separate ESPD for each company relied upon or intended subcontractor, duly signed.

Where reliance is placed on the economic and financial solvency of other entities, the tenderer and such entities shall be jointly and severally liable for performance of the contract.

3. The invited company must meet the following solvency criteria and shall be required to provide documentary evidence when proposed as the successful tenderer. The Contracting Authority may request evidence at any time before the award proposal.

A) ECONOMIC AND FINANCIAL SOLVENCY

(i) Annual turnover: The annual turnover for the highest of the last three (3) available financial years, depending on the date of incorporation or start of business activities, must be at least equal to or greater than the estimated contract value.

This shall be evidenced by providing the annual accounts for the last three financial years for which the obligation to approve them has fallen due, approved and filed with the Commercial Registry or the corresponding official registry. Sole traders not registered with the Commercial Registry shall evidence annual turnover for the last three years through inventory books and annual accounts legalised by the Commercial Registry. If the company has been established or has commenced activities less than one year ago, the corresponding supporting documentation must be provided.

B) TECHNICAL OR PROFESSIONAL SOLVENCY

(i) A list of the main supplies or similar works to those of this tender performed during the last three (3) years, including amounts, dates and the recipient (public or private). These supplies/works shall be evidenced by certificates issued or endorsed by the competent authority where the recipient is a public sector entity; where the recipient is a private entity, by a certificate issued by that entity. In the absence of certificates, evidence may be provided by a statement by the entrepreneur accompanied by documents in its possession proving performance.

4. Non-EU foreign companies must also meet the requirements of Article 68 of the LCSP.

5. Legal entities may only be awarded contracts whose performance falls within the purposes, objects or scope of activity that, according to their bylaws or founding rules, are proper to them.

6. Tenderers that employ fifty or more permanent workers must employ a number of workers with disabilities of not 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 the rule replacing it.

CLAUSE 7 – DEADLINE AND METHOD FOR SUBMISSION OF THE TENDER

1. The invited company must submit its tender within the maximum period indicated in the invitation letter. The tender shall be valid for four (4) months from the deadline for submission. If, once this period has elapsed, the Contracting Body has not awarded the contract or decided to terminate the procedure, the company shall be entitled to withdraw its tender. If it does not, the tender shall remain valid and binding for all purposes.

Tenders shall consist of two (2) envelopes, indicating the tender and, where applicable, the lot. Each envelope shall specify its content and be numbered accordingly.

Envelope 1 shall contain the documentation evidencing the preliminary requirements referred to in Article 140 of the LCSP, and Envelope 2 shall contain documentation evaluated by automatic formulae, using the model attached as an annex.

Envelope 1 must not include any information allowing the content of Envelope 2 to be known (economic offer and any automatically evaluated technical documentation). Failure to comply shall lead to exclusion.

Tenderers may indicate which information is confidential; however, the economic offer may not be declared confidential. The Contracting Body shall guarantee confidentiality of information expressly designated as such, within legal limits and provided it does not affect other tenderers' right to information under applicable legislation on access to public information.

2. Tender documentation must be submitted within the period stated in the invitation, via the Digital Envelope tool at:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=1038897

After accessing the tool, tenderers must complete the registration form and will then receive an activation email at the address provided. The email addresses used for Digital Envelope communications must be the same as those designated in Annex 1 for e-NOTUM notifications.

Tenderers must keep the offer activation email, as the link it contains is the exclusive access they will have to submit the tender through the Digital Envelope tool.

3. To start sending documentation, the tool will require tenderers to enter a password for each envelope containing encrypted documentation (no password is required for Envelope A, as it is not encrypted). This password will be used to encrypt documentation when submitting the tender.

The same password is used for decryption. Tenderers must safeguard the password(s) (they may be the same or different for each envelope). The Digital Envelope tool does not store passwords and they are essential for accessing the content of tenders.

4. The Contracting Body will request, by email, that tenderers access the Digital Envelope tool to enter their passwords at the appropriate time. Once entered, the decryption process begins. The documentation is stored in a secure virtual space ensuring inaccessibility before opening.

Tenderers may be requested to enter the password 24 hours after the submission deadline and, in any case, must do so within the set period before the opening of the first encrypted envelope.

5. Once documentation is completed and attached, the tender is formally submitted. After submission, it can no longer be modified.

If any document is damaged, blank, illegible or infected with a computer virus, the Contracting Body shall assess the legal consequences depending on the affected

documentation. If the affected documents are essential to assess the tender, the company may be excluded.

Tenderers may provide a backup copy of the electronic documents on physical electronic media, which may be requested if necessary. Files must not be manipulated so as not to alter their electronic fingerprint, which will be checked to ensure identity between the backup and submitted files.

6. Admissible electronic document formats:

PDF

7. Tenders submitted by persons subject to any of the circumstances in Article 71 of the LCSP (prohibitions on contracting) shall not be admitted. Tenders that are non-compliant, abnormal, contain omissions, errors or corrections preventing clear understanding of their terms, or leading to error, shall be excluded.

8. Circumstances relating to capacity, solvency and absence of prohibitions must exist at the final submission date and subsist at the time the contract is perfected. Any change will prevent formalisation. In such case, the contract will be proposed to the next best tender according to ranking.

9. Pursuant to Additional Provision Fifteen of the LCSP, this tender is processed with notifications and communications exclusively by electronic means. Oral communication may be used for communications other than those relating to essential elements (specifications and tenders), provided the content is duly documented.

10. Communications and notifications during the procurement procedure and the term of the contract shall be made by electronic means via the e-NOTUM notification system, in accordance with the LCSP and Law 39/2015 of 1 October. Notices of availability will be sent to the email addresses and mobile phones provided in the responsible declaration. Access to the notification is possible with a digital certificate or password.

Time limits shall be calculated from the date the notice is sent if the act has been published on the same day in the contracting profile; otherwise, from the date the company receives the notification.

11. To receive information about this tender, companies may subscribe to updates through the contracting profile space on the Public Procurement Services Platform of the Generalitat of Catalonia at the link above. Subscription allows immediate email alerts of any new publication or notice. Certain communications will also be made through the electronic notice board associated with the tender's virtual space, which provides reliable evidence of authenticity, integrity, date and time.

12. Digital certificates: In accordance with Additional Provision One of Decree-Law 3/2016, an advanced electronic signature based on a qualified or recognised electronic signature certificate is sufficient under Regulation (EU) 910/2014 (eIDAS). This is the minimum security level required to sign the ESPD and the tender. Qualified certificates issued in any EU Member State shall be recognised in other Member States under Article 25.3 of Regulation (EU) 910/2014.

CLAUSE 8 – CONTENT OF THE TENDER (PROPOSAL)

The tender shall be prepared and submitted in TWO ENVELOPES.

- Envelope 1 shall contain documentation relating to the invited company's capacity and solvency and additional general documentation.
- Envelope 2 shall contain the financial offer.

The invited company must submit the required documentation; notarial documents must comply with the Notarial Regulations regarding legalisation and authentication. Administrative documents may be submitted as originals, copies or photocopies.

The tender must be typed or printed mechanically or electronically; handwritten documents or those containing omissions, errors or corrections preventing clear understanding of the conditions for assessing the tender shall not be accepted.

Envelope 1: General documentation
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8.1.1 Documentation evidencing personality, capacity and solvency of tenderers: ESPD (DEUC)

The Contracting Body will accept, as preliminary evidence of compliance with the legal conditions for contracting with the public sector and with the capacity and solvency requirements set out in these Special Administrative Clauses, the responsible declaration in Annex 1A or the European Single Procurement Document (ESPD/DEUC), duly completed and updated.

Accordingly, tenderers must submit the Declaration or the ESPD stating their capacity and economic/financial and technical solvency, in accordance with the minimum requirements; that they are not subject to any prohibition on contracting, or that they have adopted reliability measures where applicable; and that they are current with tax and social security obligations and comply with all other requirements in these Special Administrative Clauses.

Tenderers may complete the ESPD using the European Commission's online service, which allows importing the model for this tender, completing it, downloading and printing it for submission: <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=es>

Specific rules for temporary joint ventures (UTES):

- a) Each member must submit its own Declaration or ESPD.
- b) Appointment of a single representative/attorney with sufficient powers must be provided, along with identification of members, each member's participation, and the commitment to formally constitute the UTE if awarded.
- c) The provisional tax identification number (NIF) assigned by the competent authority may be included. Only if awarded must the UTE's public deed of incorporation and final NIF be provided.
- d) If a provisional guarantee is required, it may be provided by one or more participating companies, provided the required amount is met; in both cases, guarantees must jointly and severally secure the UTE members.

The Contracting Body will request the company proposed for award to evidence, prior to award, the requirements of personality, capacity and solvency by submitting the documentation indicated in Clauses 5 and 9 of these Special Administrative Clauses.

In any case, the Contracting Body may request, at any time prior to the award proposal, that tenderers submit documentary evidence of compliance with the conditions for being awarded the contract as referred to in Clauses 6 and 9.

8.1.2 If several entrepreneurs participate as a temporary joint venture, the commitment to constitute the UTE shall be provided pursuant to Article 69.3 of the LCSP.

8.1.3 Foreign companies, where the contract is performed in Spain, must provide a declaration submitting to the jurisdiction of Spanish courts and tribunals of any order for any incidents arising directly or indirectly from the contract, waiving, where applicable, any foreign jurisdiction.

8.1.4 Responsible declarations:

a) Responsible declaration on prior actions related to the subject matter of the contract

Tenderers must submit a responsible declaration indicating whether or not the company has participated in drafting the technical specifications or preparatory documents of the contract.

b) Declaration on economic and financial solvency

Tenderers must submit a responsible declaration (Annex 1B) declaring that they are not in a situation of current or imminent insolvency; are not subject to bankruptcy or insolvency proceedings or similar judicial or private reorganisation procedures; have not requested a declaration of insolvency; are not aware that any third party has requested it or that such request is imminent; and have not submitted to the Commercial Court the notice of commencement of negotiations regulated in Article 5bis of the Insolvency Act.

c) Declaration on corporate group

For the purposes of determining abnormally low tenders, tenderers must declare whether they belong to a group of companies and, if so, identify the companies forming the group, specifying whether any other group company has submitted a tender in this procedure. 'Group of companies' means those in any of the situations in Article 42.1 of the Spanish Commercial Code.

The company who are judged to have the best bid, if having presented the statement of compliance, will be obliged to prove to the IGTP the possession and validity of the documents that prove the capacity and solvency previously indicated, as well as the rest of the documentation required by the IGTP, within a maximum period of five (5) business days from the sending of the request. Without prejudice to this, the Contracting Authority may request, at a time prior to the judging of the bid, that the bidder provide the supporting documentation for their economic and financial capacity and solvency.

Envelope 2: Technical and financial proposal

a) Financial proposal and other items subject to automatic evaluation

The financial proposal must be submitted in accordance with the model attached as Annex 2A, addressing each and every item provided therein.

CLAUSE 9 – PROCUREMENT COMMITTEE

Under Article 326.1 of Law 9/2017 on Public Sector Contracts, the establishment of a Procurement Committee is optional for the Contracting Body. Given the nature of this contract, the tasks of the Procurement Committee shall be assumed by the Contracting Body.

CLAUSE 10 – OFFER VALUATION AND NEGOTIATION

Phase 1

Once the submission deadline has expired, the general documentation in Envelope 1 will be reviewed. If any remediable defects or omissions are found, the invited company will be required to remedy them within five (5) days.

After review and, where applicable, remedying defects/omissions, admission of the invited company to the procedure will be determined.

Phase 2

Envelope 2 will be opened and negotiation with the invited company will begin so that the final offer is the most economically advantageous for the IGTP Foundation.

Negotiation may take place by fax, telephone, in writing, by email, or in person, and all actions shall be recorded in the procurement file. A maximum period of two (2) business days will be granted for the invited company's representative to submit, where applicable, modifications to its initial offer as a result of the negotiation.

Matters subject to negotiation:

- Financial offer
- Technical and functional improvements at no additional cost

Once negotiations have concluded, IGTP's technical services will verify that the final offer meets the minimum requirements and all requirements established in these Special Administrative Clauses. The offer will be assessed according to the award criteria in Annex 2B and, where applicable, an award proposal will be issued to the Contracting Body. Technical reports may be requested as deemed appropriate.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER

Once the proposal is accepted by the Contracting Body, the successful tenderer shall be required to submit, within ten (10) business days from the day following receipt of the request, the following documentation:

If the company is not registered in ROLECE or RELI:

a) Documentation evidencing personality and capacity:

a) Natural persons (sole traders and professionals): National Identity Document (DNI) or equivalent, and Tax Identification Number (NIF) if not included in the DNI.

b) Legal entities: Tax Identification Code (CIF) and the deeds of incorporation, amendment and, where applicable, adaptation of bylaws, duly registered with the Commercial Registry where required. Where registration is not required, evidence shall be provided by the incorporation deed or document, bylaws or founding act, including the rules governing the company's activity, registered where applicable in the corresponding official registry.

c) If acting through a representative or if a legal entity: (c.1) Public power of attorney, duly registered where applicable; (c.2) DNI and NIF of the representative and of the signatory of the financial offer.

d) Capacity of non-Spanish companies from EU Member States or EEA signatories: by registration in appropriate registers under the legislation of the State of establishment, or by sworn statement or certificate as provided by regulation in accordance with applicable EU provisions.

e) Capacity of foreign companies not covered above: in accordance with Article 68 of the LCSP.

f) Tenders may be submitted by temporary joint ventures/associations without needing to formalise a public deed until award. They shall remain jointly and severally liable before the Contracting Authority. A member of such joint venture may not participate individually in the same procedure or in more than one joint venture.

b) Documentation evidencing economic and financial solvency and technical/professional solvency:

In accordance with Clause 6 of these Special Administrative Clauses.

c) Where required, evidence of establishment of the final guarantee:

If the proposed successful tenderer fails to provide the final guarantee within the period granted, the award proposal shall be made to the next-ranked tenderer, granting the corresponding period to establish the guarantee.

d) Other documentation:

a) Registration with the Business Activity Tax (IAE) under the heading corresponding to the contract object and latest receipt, provided the activity is subject to and not exempt from the tax. If exempt under Article 82 of Royal Legislative Decree 2/2004 of 5 March, a

responsible declaration specifying the legal exemption and the census declaration document must be provided.

b) Specific certificate of being up to date with State tax obligations, for the purposes of Article 43 of Law 58/2003 (General Tax Law).

c) Specific certificate of being up to date with tax obligations issued by the Tax Administration.

d) Positive certificate issued by the Generalitat of Catalonia evidencing no outstanding tax debts with it.

e) Positive certificate issued by the competent body evidencing compliance with Social Security obligations.

f) Commitment to allocate resources referred to in Article 76.2 of the LCSP.

If the company is registered in ROLECE or RELI:

Document evidencing registration in ROLECE/RELI and certification of validity of the data recorded therein. If any information above is not included in RELI, it must be provided separately.

Commitment to allocate resources referred to in Article 76.2 of the LCSP.

Where required, evidence of establishment of the final guarantee (same consequences in case of failure).

III. AWARD AND FORMALIZATION OF THE CONTRACT

CLAUSE 11 – AWARD OF THE CONTRACT

1. The Contracting Body shall award the contract within five (5) business days following receipt of the documentation referred to in the previous clause, to the tender offering the best value for money, by reasoned resolution. The resolution shall be notified to all tenderers and published on the entity's contracting profile.

The award resolution shall be reasoned pursuant to Article 151 of the LCSP, and shall be published on the contracting profile within fifteen (15) days. The resolution shall indicate the period for formalisation of the contract.

If no admissible tender is submitted in accordance with these award criteria, the procedure shall be declared void. The Contracting Body may decide not to award or enter into the

contract or may abandon the procedure in the cases provided for in Article 152 of the LCSP.

2. All tenders submitted, whether admitted or excluded without opening, shall be archived.

3. If the Contracting Body departs from the award proposal, it must justify the reasons in the resolution.

4. If the deadlines established in these Special Administrative Clauses for awarding the contract elapse without an award decision, tenderers may withdraw their tender without entitlement to compensation. Nevertheless, the Contracting Body may request tenderers to maintain their offer for a longer period, with communication and publication; the tender continues only with those who accept the extension. If tenderers say nothing, they are deemed to maintain their offer.

CLAUSE 12 – DEFINITIVE GUARANTEE

The successful tenderer must establish the final guarantee in an amount equal to five percent (5%) of the award amount, VAT excluded, before formalisation of the contract, in any of the forms established in Article 108.1 of the LCSP.

Where a bank guarantee is provided, it must follow the template in Annex 3A and the guarantor must meet the legally required conditions. Where a surety insurance policy is provided, the certificate (Annex 3B) must be delivered and the insurer must be authorised to operate in Spain in surety insurance and meet legal requirements.

The final guarantee may also be established by retention of payments. Retention will be made from the first invoice issued by the contractor and, if insufficient, from subsequent invoices until the full guaranteed amount is reached. No payment will be made until the final guarantee is fully constituted.

If, due to contract modification, the price varies upward or downward, the guarantee will be adjusted to maintain proportionality between the guarantee and the tender base budget in force at any time.

The guarantee shall be returned or cancelled after expiry of the guarantee period and satisfactory completion of the contract, or after termination for causes not attributable to the contractor, following the procedure established.

Restoration of guarantees: The contractor is obliged to restore the guarantees to the required amount if they have been enforced in whole or in part.

CLAUSE 13 – FORMALISATION OF THE CONTRACT

1. The contract may not be formalised before fifteen (15) business days have elapsed from the date the award notification is sent.

Where the contract is subject to a special procurement appeal, formalisation may not take place before fifteen (15) business days from the date the award notification is sent to tenderers.

The services dependent on the Contracting Body will require the successful tenderer to formalise the contract within a period not exceeding five (5) days from the day following receipt of the request, once the above period has elapsed without an appeal leading to suspension, or once the suspension is lifted.

2. If, for reasons attributable to the successful tenderer, the contract is not formalised within the period indicated, a penalty equivalent to three percent (3%) of the tender base budget, VAT excluded, shall be imposed, to be enforced first against the final guarantee if constituted, without prejudice to Article 71.2(b) of the LCSP.

In such case, the contract shall be awarded to the next tenderer according to the ranking, subject to submission of the documentation provided in Clause 9.

3. The contract may not be performed prior to its formalisation.

4. The contract must be formalised at the headquarters of the Contracting Body in writing by private document, following the template attached to these Special Administrative Clauses. The contract shall be perfected upon formalisation. The successful tenderer may request that the contract be executed as a public deed at its own expense.

IV. GENERAL CONSIDERATIONS

CLAUSE 14 – PAYMENTS TO THE CONTRACTOR

The contractor shall issue one invoice once the supply covered by the contract is carried out in accordance with the detailed schedule.

Payment for the performance executed shall be made within a maximum period of thirty (30) calendar days from the date the invoice is approved by the Contracting Authority.

Invoices shall include the Unit Code and the contract reference to be provided by the Contracting Authority. No advance payment of part or all of the contract price is contemplated.

CLAUSE 15 – MANAGEMENT AND INSPECTION OF THE IMPLEMENTATION OF THE CONTRACT

The Contract Manager appointed by the Contracting Authority shall perform the following functions:

- Supervise performance of the awarded contract.
- Ensure compliance with the obligations undertaken by the contractor, both those stated in the specifications and those in the submitted offer.
- Issue orders and instructions to the contractor to ensure correct performance.
- Act as liaison with the technical coordinator or person appointed by the contractor.
- Ensure that workers assigned to contract performance are affiliated and registered with Social Security and, for this purpose, may request payroll and TC1/TC2 documents evidencing payment of salaries and Social Security contributions for the people executing the contract, attaching these documents to each validated invoice.

The Contract Manager will be the interlocutor with the contractor's technical coordinator, who must belong to the contractor's staff, to coordinate and control proper performance, meeting as required.

In no case shall the Contract Manager determine which contractor employees must execute the contract or participate in their selection or training, nor give specific orders to contractor staff or exercise managerial authority over them.

The Contracting Authority may also supervise throughout performance that it is carried out with maximum respect for the environment, in accordance with the obligations and requirements in these Special Administrative Clauses.

CLAUSE 16 – ASSIGNMENT OF THE CONTRACT

Assignment to third parties of the rights and obligations arising from this contract is generally prohibited.

However, the contractor may assign the credit rights it holds economically as a result of performing this contract. Such assignment requires reliable notification of the assignment agreement to IGTP's Contracting Body.

CLAUSE 17 – SUBCONTRACTING

Given the nature and technical exclusivity of the equipment, subcontracting of the performances covered by this contract is prohibited.

CLAUSE 18 – SPECIAL PERFORMANCE CONDITIONS AND ESSENTIAL OBLIGATIONS

1. Special performance conditions

- As a special performance condition, compliance with socio-labour standards in the production process and commercial distribution is established.

The contractor must evidence that the goods covered by the contract have been manufactured in compliance with socio-labour standards in force in Spain, the EU and those adopted by the ILO, especially the 1990 Convention on the Rights of the Child and the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families.

- The contractor must submit a responsible declaration evidencing effective compliance with this obligation when requested by the Contract Manager.

2. Essential obligations

- The contractor is bound by the offer submitted, compliance with which in all its terms is considered an essential obligation of the contract.

- Compliance with the special performance conditions established in Clause 17 of these Special Administrative Clauses shall be considered an essential contractual obligation.

- Effective dedication or allocation to the contract of the personal and/or material resources indicated and committed in the offer.

- Those obligations in these Special Administrative Clauses and the template contract that are specifically designated as essential contractual obligations.

- Compliance of the services under this contract with the requirements set out in the Technical Specifications and in the contractor's offer.

CLAUSE 19 – OBLIGATIONS OF THE CONTRACTOR

In addition to the obligations set out in applicable regulations, the contractor is obliged to:

- Specify, at the Contracting Authority's request, the specific persons executing the performances, report any replacement or change, and evidence that their employment situation complies with law.
- Appoint a person responsible for proper progress of the works and staff conduct, acting as liaison with the Contracting Authority and the Contract Manager.
- Ensure proper environmental management of contract performance, adopting measures to minimise impacts (noise, surroundings, waste and packaging management, etc.) in accordance with applicable legislation.
- Maintain confidentiality of data or background information that is not public or widely known and is related to the contract, of which it becomes aware in connection with it.
- Comply with Organic Law 3/2018 on Personal Data Protection and guarantee of digital rights, and implementing rules.
- Comply with current tax, labour and social security rules and general occupational risk prevention regulations. The contractor must have and provide, at the Contracting Authority's request, the tax clearance certificate for contractors and subcontractors covering the entire contractual period.
- Provide all documentation necessary for performance of the contract in Catalan and use Catalan in the development of the supplies and services under the contract.
- Maintain a civil liability insurance policy with sufficient coverage to cover liabilities of any kind arising from contract performance.
- Ensure all actions under this contract respect non-discrimination and equal treatment principles and the dignity and freedom of persons.
- Provide and submit the information required under Law 19/2014 on transparency, access to public information and good governance.

Ethical principles and rules of conduct (Article 55.2 of Law 19/2014):

- Adopt ethically exemplary conduct; refrain from fostering, proposing, promoting or carrying out corrupt practices and report any such practices to competent bodies.
- Observe ethical principles, rules and standards of the activities, trades and/or professions corresponding to the contract performances.

- Refrain from actions that jeopardise the public interest in relation to the contract.
- Report irregular situations that may arise during procurement.
- Immediately report potential conflicts of interest to the Contracting Body, including as defined in Directive 2014/24/EU.
- Not seek, directly or indirectly, that a public official influences the award, continuation or maintenance of the contract.
- Not offer or provide public officials personal or material advantages.
- Respect free market and competitive tendering principles; refrain from collusive conduct and report any such conduct.
- Not use confidential information obtained through the tender or contract execution to obtain undue advantage.
- Not attempt to unduly influence decision-making or obtain confidential information; not negligently provide misleading information.
- Cooperate with the Contracting Body in monitoring/evaluating compliance, providing requested information.
- Comply with transparency obligations imposed on contractors in relation to the reference administrations.
- Report acts that may constitute an infringement of the above obligations.
- Provide information required to evidence achievement of milestones and objectives of the relevant component of the Recovery Plan to which the contract contributes.
- Comply with environmental obligations and green/digital labelling obligations.

CLAUSE 20 – LIABILITY AND PENALTIES

1. The contractor shall compensate IGTP and/or its staff for damages and indemnify it for losses resulting from wilful misconduct or negligence in fulfilling obligations arising from the award. The contractor shall also be liable for damages caused to third parties during performance.
2. In cases of non-performance or defective performance, IGTP may terminate the contract or compel performance.

3. Non-performance or defective performance shall result in penalties. Breaches are classified as follows:

MINOR:

- Lack of cooperation with IGTP staff.
- Partial non-performance of contractual performances that does not constitute a serious breach.
- Breach of occupational risk prevention regulations classified as minor.
- Delay of more than 5 days in delivery of the supplied goods.

SERIOUS:

- Resistance to IGTP's requirements or failure to comply.
- Partial non-performance that does not constitute a very serious breach.
- Failure to have substitute staff where installation/start-up/maintenance tasks must be carried out.
- Working hours exceeding labour limits and, if due to contingencies, failure to inform IGTP.
- Failure to deliver, on time and in due form, information requested by IGTP regarding performance.
- Repetition of minor breaches.
- Breach of general occupational risk prevention obligations classified as serious, especially safety and health plan obligations.
- Delay of more than 10 days in delivery of goods.

VERY SERIOUS:

- Non-performance of the service, by abandonment or other causes.
- Passivity, neglect and lack of diligence in performance.
- Resistance to IGTP requirements causing very serious harm to performance.

- Use of working systems, materials, machinery or personnel different from those set out in the specifications and tenders, causing very serious harm.
- Failure to provide personnel for the minimum services established.
- Very serious breach of subcontracting provisions, where applicable.
- Misrepresentation of performances stated in the invoice.
- Repetition of serious breaches.
- Very serious breaches of occupational risk prevention rules, particularly safety and health plan.
- Breach of third-party safety prescriptions.
- Delay of more than 15 days in delivery of goods.

In processing the file, the contractor will be heard so it may submit allegations, and IGTP's Contracting Body will decide.

2. Without prejudice to compensation for damages, where non-performance does not result in termination, IGTP may apply the following penalties, graded according to harm, danger and/or repetition:

- **VERY SERIOUS** breaches: 3% of the contract amount
- Serious breaches: 1% of the contract amount
- Minor breaches: 0.5% of the contract amount

Penalties may be enforced by deduction from the invoice(s) payable to the contractor.

In case of repetition of the same classification, the penalty will be multiplied by the number of repetitions.

If three or more very serious breaches occur, IGTP may resolve the contract without entitlement to compensation, by simple notification.

In the event of any of the incidents described in this contract occurring, the procedure to be followed will be as detailed below:

- The IGTP will notify the successful bidder in writing of the incident/occurrence of non-compliance, its grade and its characteristics.
- The successful bidder will be given a maximum period of ten calendar days to present the statements that they consider pertinent, indicating what measures they have adopted to avoid another incident/occurrence of non-compliance.
- The IGTP will notify the successful bidder of the resolution adopted, based on the statements presented and, where appropriate, with the imposition of the corresponding penalty.

IGTP may offset penalties through invoice deductions and the guarantee shall secure their effectiveness under Article 110 of Law 9/2017.

4. In addition to obligations under applicable rules and those arising from this contract and annexed documentation, the contractor must: comply at all times with IGTP instructions and observations; pay all taxes, fees and charges; comply fully with labour, Social Security and occupational risk obligations regarding its workers; provide all necessary personnel; perform all contractual services; and follow IGTP's instructions for service performance.

CLAUSE 21 – CONTRACT MODIFICATION

1. Any contractual modifications shall be governed by the regime set out in Subsection 4 of Section 3, Chapter I, Title I of the LCSP, depending on whether specific grounds for modification have been foreseen.

2. The procedure to modify the contract will be:

- Justification report by the Contract Manager stating the need for modification.
- Legal report by the procurement department on its appropriateness.
- Hearing of the contractor for ten (10) business days and appearance stating it has been informed of the scope of the new works.
- Approval of the modification and award by the competent Contracting Body upon proposal by the Contract Manager with budget validation.
- Adjustment of the final guarantee.

3. Approved modifications shall be binding on the contractor. The contractor accepts any modification proposed by the Contracting Body that complies with these Special Administrative Clauses and undertakes to perform it once adopted. The contractor must continue work strictly following the new rules without entitlement to indemnity and may not reduce pace or suspend works.

There is no limit on downward modifications. If a downward modification exceeds twenty percent (20%) of the award amount, the contractor may request termination and settlement of completed works, with no other compensation for lost profit.

CLAUSE 22 – TERMINATION OF THE CONTRACT

1. This contract may be terminated for any of the causes established in Articles 211, 294 and 306 of the LCSP.

2. In addition, specific causes for termination include:

- Delay in commencing performance.
- Non-performance or defective performance of performance conditions set out in these Special Administrative Clauses and the Technical Specifications.
- Breach of essential contractual obligations.
- Other legal causes applicable to this type of contract.
- Manifest technical inability or proven negligence in performing tasks; refusal or resistance to adjust to instructions; repeated failure to attend meetings; failure to meet partial deadlines; omission of information; or any attitude/negligence affecting performance.
- Occurrence of a situation constituting a prohibition on contracting arising after the contract is perfected.
- Being in a control/association situation with other candidates/tenderers, colluding with participants and subcontracting tasks to participating companies without authorisation.
- Failure to maintain due confidentiality regarding non-public data or background information related to the contract.
- Partial non-performance causing very serious harm.
- Repeated breach of special performance conditions not designated as essential obligations.

- Breach of obligations arising from personal data processing, as provided in Clause 24.

CLAUSE 23 – IMPLEMENTATION

Performance of the contract shall be directed and managed exclusively by the contractor, who assumes full business risk. The contractor shall appoint the persons executing the performances, determine tasks in accordance with general instructions, and issue directives to ensure correct development. The contractor shall provide its technical, material, organisational and human resources, appoint qualified and specialised staff, and ensure assigned personnel have the qualifications, training and professional level required; the contractor may not disengage from performance under any circumstances.

CLAUSE 24 – RISK AND VENTURE AND PRICE REVISION

Performance shall be at the contractor's risk and venture.

No price revision applies due to the characteristics of this contract.

CLAUSE 25 – DATA PROTECTION

In compliance with Regulation (EU) 2016/679 (GDPR), it is stated that the tender documentation containing personal data is necessary for participation.

Regarding documentation submitted by tenderers containing personal data of natural persons (workers, technical staff, collaborators, etc.), the tenderer guarantees that it has obtained the prior consent of the data subjects to provide such information to the Contracting Authority for the purpose of participating in the tender.

Personal data contained in tender documentation will be stored at the Contracting Authority's offices and processed to qualify, assess and compare tenders and to comply with public procurement regulations applicable to the Contracting Authority. Recipients will be the Contracting Authority and third parties performing auditing tasks or those who must access the data for contract performance.

Submission of the tender implies authorisation for the Contracting Authority to process the information as described and, if awarded, in the context of contract performance. Data will be kept for the years necessary to comply with legal obligations.

Data subjects may exercise rights of access, rectification, erasure, restriction and objection by contacting the Contracting Authority, providing a copy of their identity document. They may also lodge a complaint with the competent supervisory authority.

CLAUSE 26 – PROCESSING OF PERSONAL DATA: OBLIGATIONS

A. OBLIGATIONS DERIVING FROM THE PROCESSING OF PERSONAL DATA

1. The contractor shall be obliged to comply with current regulations on data protection and, particularly, 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 Guarantee of Digital Rights (hereinafter, **LOPDgdd**) and any implementing regulations, with the contractor remaining subject to said regulations.
2. Personal data provided by IGTP to the contractor, or data to which the contractor accesses, generates, or processes during the performance of the contract, are transferred to the contractor for the sole and exclusive purpose of the transport of communications, goods, and any other similar needs between different IGTP buildings and with other entities with which researchers have contact within a restricted area in the vicinity of Barcelona. They may not be processed by the contractor for any other purpose.
3. As indicated in point 1 above, the contractor is obliged to submit in all cases to national and European Union regulations regarding data protection.
4. During the term of the contract, the contractor shall be obliged to communicate to IGTP any changes occurring in the information provided in the declaration referred to in point 4 above.
5. In any case, the contractor, in its capacity as **Data Processor**, may not resort to another processor (sub-processor) without the prior specific or general written authorization of IGTP. In the case of general authorization, the contractor must inform IGTP of any planned changes regarding the addition or replacement of other processors, thereby giving IGTP the opportunity to object to such changes.

6. The contractor, in its capacity as Data Processor, shall be obliged to formalize with IGTP at the time of contract formalization the document titled "**Data Processing Agreement**" (DPA), containing the clauses indicated in Section B below, being obliged to comply with the obligations established in Article 28 of the GDPR.
7. The obligations established in this clause shall be equally enforceable against authorized subcontractors who must have access to personal data.
Subcontractors shall be subject to national and European Union regulations on data protection, this being a **special execution condition** with the status of an **essential contractual obligation**, the breach of which shall be grounds for termination. Likewise, pursuant to Article 28.4 of the GDPR, the contractor shall impose on the other processor (sub-processor/subcontractor), by means of a contract, the same data protection obligations as those stipulated in these Specifications, the contract, and the Data Processing Agreement, particularly the provision of sufficient guarantees for the application of appropriate technical and organizational measures so that the processing complies with the provisions of the GDPR. The contractor shall be fully liable to IGTP for breaches by the sub-processor/subcontractor. Consequently, the contractor shall assume full responsibility for the performance of the contract before IGTP.
8. The obligations established in this clause, in accordance with the provisions of Article 202.1 of the **LCSP** (Spanish Public Sector Contracts Law), are established as a special execution condition of the contract and also have the status of essential contractual obligations, the breach of which shall be considered a breach of a primary contract obligation, constituting grounds for **termination of the contract**.

B. DATA PROCESSING AGREEMENT (DPA)

By means of these clauses, the successful bidder (for the purposes of this clause identified as "processor" or "data processor") is authorized, as a data processor, to process on behalf of IGTP (for the purposes of this clause also identified as "controller" or "data controller"), the personal data of IGTP personnel necessary to perform the service described in the scope of these Specifications. The processing shall consist

solely of access to the personal data of IGTP personnel as indicated, solely to perform the supply that is the object of these Specifications.

The successful bidder, regarding the personal data it may access for the performance of the contracted work, shall be considered a data processor in relation to the data for which IGTP is responsible under the provisions of Article 28.3 of European Regulation 679/2016 on data protection (GDPR). IGTP, in accordance with the provisions of said Regulation, is considered the data controller.

By virtue of the above, the successful bidder undertakes to maintain and respect the strictest confidentiality regarding the information, personal data, and/or documentation to which it has access, being obliged not to use it for purposes other than those of the contractual relationship they maintain. Likewise, it may not disclose or communicate the aforementioned information to third parties without the prior, express, and written consent of IGTP. Similarly, it undertakes not to disclose any information relating to the personal data obtained from its relationship with IGTP, either during the present contractual relationship or after its termination.

The successful bidder, pursuant to Article 29 of the GDPR, undertakes to process personal data exclusively in accordance with the instructions of IGTP, unless obliged to do so by Union or Member State law.

- **Identification of affected information:** To perform the services derived from the fulfillment of the object of these specifications, IGTP will make available to the successful bidder, as data processor, the personal data required to perform the service.
- **Duration:** Once the contract has ended, the data processor must return the personal data to IGTP and delete any copies in its possession.
- **Obligations of the successful bidder as data processor:** The data processor and all its personnel undertake to:
 - Use the personal data subject to processing only for the purpose of this assignment. In no case may the data be used for its own purposes.
 - Process the data according to the instructions of IGTP.

- If the data processor considers that any of the instructions infringe the GDPR or any other data protection provision of the Union or the Member States, the processor must immediately inform IGTP.
- Maintain, in writing, a record of all categories of processing activities carried out on behalf of IGTP, containing:
 1. The name and contact details of the processor(s) and of each controller on whose behalf the processor acts and, where appropriate, of the representative of the controller or processor and the data protection officer.
 2. The categories of processing carried out on behalf of each controller.
 3. A general description of the technical and organizational security measures relating to:
 - Pseudonymization and encryption of personal data.
 - The ability to ensure the permanent confidentiality, integrity, availability, and resilience of processing systems and services.
 - The ability to restore availability and access to personal data quickly in the event of a physical or technical incident.
 - The process of regular verification, assessment, and evaluation of the effectiveness of the technical and organizational measures ensuring the security of the processing.
- Not to communicate personal data to third parties, natural or legal persons, whether national or foreign.

CLAUSE 27 – CONFIDENTIALITY

The contractor shall respect the confidential nature of any information accessed for contract performance that is designated as such in the contract or by IGTP, or which by its nature must be treated as confidential. This duty shall remain in force for at least five (5) years, unless a longer period is established in the contract.

The entrepreneur must expressly identify any documentation and/or information in its tender that it considers confidential.

CLAUSE 28 – COMPETENT JURISDICTION

Pursuant to Article 21.2 of the LCSP, the civil courts have jurisdiction to resolve disputes relating to the effects, performance and termination of private contracts.

CLAUSE 29 – APPEAL REGIME

1. Acts arising from this award procedure may be challenged in administrative proceedings under Article 44.6 of the LCSP before the supervising Administration of IGTP, within the time limits and requirements indicated in the corresponding notification.

If the contract notice or these specifications are challenged, the time limit to file an administrative appeal (recurso de alzada) is one (1) month from the day following publication on IGTP's contracting profile.

The maximum period to issue and notify the decision on the appeal is three (3) months. If no decision is issued within that period, the appeal may be deemed dismissed.

Against express or implied dismissal, a contentious-administrative appeal may be lodged before the Barcelona Contentious-Administrative Courts within two (2) months from the day following notification (if express) or within six (6) months from the day following the day the appeal is deemed dismissed by silence.

Badalona, on the date of the electronic signature.

Contracting Body.

ANNEX NÚM. 1

DOCUMENT EUROPEU ÚNIC DE CONTRACTACIÓ

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

ANNEX 1B – STATEMENT OF COMPLIANCE

Mr., holder of DNI no., acting on behalf and in representation of (tenderer), in his/her capacity as and with sufficient powers to sign this responsible declaration, having become aware of the call for the procurement procedure for the award of the contract,

HEREBY RESPONSIBLY DECLARES THAT:

1. The company he/she represents is not in a situation of current or imminent insolvency.
2. The company he/she represents is not subject to any bankruptcy, insolvency or similar judicial or private reorganisation procedure related to insolvency.
3. The company he/she represents has not requested a declaration of insolvency, nor is aware that it has been requested by any third party or that such request is imminent.
4. The company he/she represents has not submitted to the Commercial Court the notice of commencement of negotiations regulated in Article 5 bis of the Insolvency Act.

For due purposes, this responsible declaration is signed in, on of of

Signature

ANNEX 2A

TEMPLATE FINANCIAL PROPOSAL AND REFERENCES SUBJECT TO AUTOMATIC FORMULAE

Mr., residing in, street no., having become aware of the notice published in and of the conditions and requirements for the award of the supply of '.....', undertakes, in his/her own name (or on behalf of the company), to perform it in strict accordance with the following conditions:

FINANCIAL OFFER:

CONCEPT	OFFERED PRICE (VAT excluded)	VAT amount	TOTAL OFFERED PRICE (VAT included)
SUPPLY, INSTALLATION, MAINTENANCE, AND TECHNICAL SUPPORT OF THE US2.AI™ SOFTWARE FOR THE GERMANS TRIAS I PUJOL RESEARCH INSTITUTE – ORCHESTRA Research Protocol	€	€	€

For due purposes, signed in, on of of

Signed:

ANNEX 2B – AWARD CRITERIA

FINANCIAL OFFER (Up to 100 points), according to the following formula:

The price offered for the supply of the reagents will be assessed. The lowest-priced admissible offer that is not considered abnormally low will be awarded 100 points. The remaining offers will be awarded the score resulting from the following formula:

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

P_v = Puntuació de l'oferta a Valorar

P = Punts criteri econòmic

O_m = Oferta Millor

O_v = Oferta a Valorar

IL = Import de Licitació

VP = Valor de ponderació

Score = 100 × (Lowest admissible offered price / Offered price)

TOTAL SCORE: from 0 to 100 points.

ANNEX 3A

MODEL FOR THE DEFINITIVE BANK GUARANTEE

(Notarized in accordance with Article 197.1 bis of the Notary Regulations, Validated by the Legal Department of the Spanish Public Depositary, the State Attorney of the province or by the equivalent bodies of other administrations)

The Bank and in its name and representing it, in their capacity as and according to the powers of the Power of Attorney granted before the notary in, Mr with date, number of their register, and who is fully subsistent, becomes a joint faithful guarantor of the company, in interest and benefit of the FOUNDATION FUNDACIÓ INSTITUT D'INVESTIGACIÓ EN CIÈNCIES DE LA SALUT GERMANS TRIAS I PUJOL, and up to the sum of (...% of the amount of the Contract), in order to guarantee the exact fulfilment by the abovementioned company of each and every one of the obligations mentioned in the corresponding contract for _____.

The indicated guarantee is provided by the Bank, with express and formal waiver of the benefits of exclusion, division, order and any other that may be applicable if appropriate, and for this purpose the Bank declares that it will be bound and is bound jointly and severally with the company until the end of the guarantee period of the aforementioned contract, to be paid unconditionally and within a maximum of eight days after being required, the sum or sums up to the figure given as guarantee (...% of the amount of the Contract) € expressed in the requirement, with the Bank waiving, expressly and solemnly, any exception or reservation as to the delivery of the amounts that are claimed, whatever the cause or reason in which they are advanced, and even if there is opposition or claim by, or third parties, whoever they may be.

ANNEX 3B

MODEL FOR THE CERTIFICATE OF SURETY BOND FOR THE DEFINITIVE GUARANTEE

(Notarized in accordance with Article 197.1 bis of the Notary Regulations, Validated by the Legal Department of the Spanish Public Depositary, the State Attorney of the province or by the equivalent bodies of other administrations)

Certificate number

..... (hereafter, insurer), with domicile in
....., street, and Tax Identification
Code, duly represented by Mr

....., with sufficient powers to be bound in this act, as a result of

INSURES

....., ID number/Tax Code
....., as a policyholder, with respect to FOUNDATION FUNDACIÓ
INSTITUT D'INVESTIGACIÓ EN CIÈNCIES DE LA SALUT GERMANS TRIAS I PUJOL,
hereinafter the insured, up to the amount of euros (...% of the amount of the contract)
....., in order to guarantee the exact fulfilment by the insured of each and every one of the
obligations derived from the contract for

Failure to pay a premium, whether it be a single premium, the first premium or any subsequent premium, will not give the insurer the right to settle the contract, nor will the contract be terminated, nor will the insurer's coverage be suspended, nor will it release the insurer from their obligation in the event that the insurer must cause the security to come into effect.

The insurer may not oppose any of the insured's objections that they may have with respect to the policyholder.

The insurer will assume the commitment to indemnify the insured upon the first request of the FOUNDATION FUNDACIÓ INSTITUT D'INVESTIGACIÓ EN CIÈNCIES DE LA SALUT GERMANS TRIAS I PUJOL to be paid unconditionally and within a maximum of eight days after being required to pay, the sum or sums up to the insured figure expressed in the requirement.

This surety bond will be in force until settlement by the FOUNDATION FUNDACIÓ INSTITUT D'INVESTIGACIÓ EN CIÈNCIES DE LA SALUT GERMANS TRIAS I PUJOL of the aforementioned contract.

In, the of of

Signed:

ANNEX 4

BREAKDOWN OF THE TENDER BASE BUDGET

Costos directes (81%)	Import € 97.524,00.-
Costos indirectes (13%)	Import € 15.652,00.-
Benefici industrial (6%)	Import € 7.224,00.-
TOTAL:	120.400,00.- € (euros) (VAT not included)