

**Set of administrative clauses for the Dynamic
Procurement System tender for the supply of
software and the associated services that
accompany it for the Entities that make up the
purchasing group**

Barcelona, March 23, 2023

**TRANSLATED DOCUMENT FROM THE ORIGINAL
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BETWEEN BOTH DOCUMENTS, THE WORDING IN
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Table of characteristics

A Object and qualification of the tender

A.1 Object of the contract and categories

Object: Centralize the selection of suppliers for the supply of software licenses and basic services associated with the different entities affiliated to the CSUC purchasing group, attributing the tender to the CSUC.

Licenses can be for educational use, teaching, for research (non-profit), for administrative use and associated services.

Regarding that,

- Teaching use, refers to the use of the software to teach classes or carry out practices in the facilities of the university center.
- Educational use, refers to the use of the software by students to carry out practices outside the facilities of the university center.
- Use for research (non-profit), refers to the use of the software to carry out non-profit research tasks.
- Administrative use, refers to the use of the software by the administration and services staff of the participating entities.

Entities may choose to have the licenses in ownership or as a rental modality.

The present Dynamic Procurement System (hereinafter SDA) is a technical rationalization system provided for in Law 9/2017, of November 8, on public sector contracts (hereinafter LCSP). The SDA will include the determination of the awarded companies for each of the categories, the remuneration system, as well as the general conditions of the supplies and the basic terms to which the specific contracts in the SDA will have to conform.

The subjective scope of this SDA consists of:

1. The entities initially attached to this contract (henceforth, Group A) are,
 - Universitat de Barcelona (UB)
 - Universitat Autònoma de Barcelona (UAB)
 - Universitat Politècnica de Catalunya (UPC)

- Universitat Pompeu Fabra (UPF)
- Universitat de Lleida (UdL)
- Universitat de Girona (UdG)
- Universitat Rovira i Virgili (URV)
- Universitat de Vic-Universitat Central de Catalunya (UVic-UCC)
- Fundació Universitat Oberta de Catalunya (UOC)
- Universidad de Alcalá (UAH)
- Universidad Complutense de Madrid (UCM)
- Universidad Rey Juan Carlos (URJC)
- Escola Superior de Comerç Internacional (ESCI-UPF)
- Consorci de Serveis Universitaris de Catalunya (CSUC)

The basic tender budget for these entities (group A) is €12,705,000.00 which is broken down into €10,500,000.00 taxable base and €2,205,000.00 in terms of VAT.

2. The entities that may subsequently join in accordance with the procedure set out in this PCAP (group B), which are entities that meet the requirements set out in the internal regulations of the CSUC and the interpretative criteria of its governing bodies, and that at now they are those linked to universities and research such as public and private universities, research centers that are part of the I-CERCA institution, Science Parks, institutions dependent or linked to universities, university centers of higher education and the institutions affiliated to the Scientific Ring, related in the following link: <https://www.csuc.cat/ca/serveis/institucions-adherides>

The basic tender budget for these entities (group B) is €5,445,000.00 which is broken down into €4,500,000.00 taxable base and €945,000.00 as VAT.

These entities can adhere to the SDA following the procedure in section Y of the table of characteristics (QC).

The adhesion of new entities to the specific contracts in force will involve prior adhesion to the SDA and the modification of the specific contract, with the limit of 12%.

The total base budget of the tender (groups A and B) is FIFTY-FOUR MILLION FOUR HUNDRED FIFTY THOUSAND EUROS (€54,450,000.00), which is broken down into FORTY-FIVE MILLION EUROS (45,000,000, €00) taxable base and NINE MILLION FOUR HUNDRED FIFTY THOUSAND EUROS (€9,450,000.00) of VAT.

Categories. The object of the contract is divided into three categories:

- **Category 1:** Supply of software for productivity, communication, collaboration and digital content management.
- **Category 2:** Supply of software for ICT infrastructure management, computer security and software development.
- **Category 3:** Supply of software for the processes associated with teaching, research and administrative activities at universities and research centers.

Bidders may apply to one or several categories, each of which is considered a bidding unit. Admission to each of the categories will be resolved by means of an admission resolution from the hiring body.

A.2 Qualification of the contract

The SDA and the specific contracts formalized as a result of this tender will have an administrative nature, except for the specific contracts formalized by the affiliated entities that are part of the public sector and do not have the nature of public administration (PANAP). In any case, the contracts will be classified as mixed supply and service contracts, as established in article 18 of the LCSP

A.3 Nomenclature code of the Common Vocabulary of Public Contracts (CPV)

CPV nomenclature code:

- 48000000 Software packages and information systems.
- 72260000 Services related to software.

B. Administrative needs for the recruitment and admission of variants

The procurement that is intended to be tendered is necessary for the fulfillment and fulfillment of the institutional purposes of the entities grouped in the purchasing group. The needs, the nature and extent of the needs that are intended to be covered by the tender, as well as the

suitability of its object and content to satisfy them have been precisely determined in the aforementioned preparatory documentation and in the PPT.

The entities of the purchasing group do not even have the necessary means to make the software that is the object of the supply.

The SDA is the procurement procedure used, as it is a dynamic tool that allows the procurement of the required supplies to be adjusted to the needs of the participating organizations at each moment, as they occur.

For the purposes of the suitability of the object and content of the contract, the needs that are intended to be covered are those expressly indicated in this specification and in the technical specifications specification.

The administrative needs to be met with the specific contracts of this SDA are to guarantee the supply of licenses and services associated with them.

Admission of variants: They are not allowed.

C. Base budget and estimated value of the tender, availability of credit

C.1. Basic tender budget

Given the provisions of article 100.3 LCSP, the base budget of licitation is the estimated maximum value excluding VAT of the set of specific contracts foreseen during the validity of the SDA, as reflected in the following tables for groups A and B. The basic budget of the tender, which is indicative, corresponding to the initial duration of the SDA which is set at three (3) years, and is €54,450,000.00 (FIFTY-FOUR MILLION FOUR HUNDRED FIFTY THOUSAND EUROS) , which is broken down into €45,000,000.00 (FORTY-FIVE MILLION EUROS) of taxable income and €9,450,000.00 (NINE MILLION FOUR HUNDRED FIFTY THOUSAND EUROS) of VAT.

The distribution of the basic tender budget (PBL) by type of entity is as follows,

Category	group	year 1	year 2	year 3	TOTAL VAT EXCLUDED	VAT	TOTAL VAT INCLUDED
1	A	€2,625,000.00	€2,625,000.00	€2,625,000.00	€7,875,000.00	€1,653,750.00	€9,528,750.00
	B	€1,125,000.00	€1,125,000.00	€1,125,000.00	€3,375,000.00	€708,750.00	€4,083,750.00
	total	€3,750,000.00	€3,750,000.00	€3,750,000.00	€11,250,000.00	€2,362,500.00	€13,612,500.00
2	A	€1,575,000.00	€1,575,000.00	€1,575,000.00	€4,725,000.00	€992,250.00	€5,717,250.00
	B	€675,000.00	€675,000.00	€675,000.00	€2,025,000.00	€425,250.00	€2,450,250.00
	total	€2,250,000.00	€2,250,000.00	€2,250,000.00	€6,750,000.00	€1,417,500.00	€8,167,500.00

3	A	€6,300,000.00	€6,300,000.00	€6,300,000.00	€18,900,000.00	€3,969,000.00	€22,869,000.00
	B	€2,700,000.00	€2,700,000.00	€2,700,000.00	€8,100,000.00	€1,701,000.00	€9,801,000.00
	total	€9,000,000.00	€9,000,000.00	€9,000,000.00	€27,000,000.00	€45,000,000.00	€81,000,000.00
TOTAL		€15,000,000.00	€15,000,000.00	€15,000,000.00	€45,000,000.00	€9,450,000.00	€54,450,000.00

As it is an SDA, the basic tender budget for the category has been set as an estimate, given the needs of the initially affiliated entities. The acquisitions of the services associated with the specific contracts in this SDA will be covered by the budget credits of the affiliated entities, the expenditure being subject to their needs, so the figures are indicative and not binding.

The amount of the offers will include taxes, fees and fees, except for VAT, as well as any other expenses covered or not in this specification and that are necessary for the execution of the contract. In the same way, it is understood that the offer includes the remuneration, and, where appropriate, profit of the contractor, as well as all the expenses that the bidder must make for the effective fulfillment of the contracted services such as, for example, financial expenses, insurance, transport and taxes, etc.

This budget does not represent an expenditure obligation since the actual expenditure will be determined based on the specific contracts that are actually carried out. It should be noted that there is no commitment to minimum acquisitions given that the acquisitions will be carried out based on the needs of the participating entities, and the maximum acquisitions will be until the budget of each recipient entity is exhausted.

C.2. Estimated value of the tender

The estimated value in accordance with art. 101 of the LCSP, has been calculated taking into account the maximum estimated value of the set of contracts foreseen during the total duration of the SDA, including possible extensions and modifications. Taking these criteria into account, the estimated value of the SDA amounts to ONE HUNDRED FIFTY-TWO MILLION FOUR HUNDRED SIXTY THOUSAND EUROS (€152,460,000.00), which is broken down into ONE HUNDRED TWENTY-SIX MILLION EUROS (126,000,000.00 €) taxable base and TWENTY-SIX MILLION EUROS FOUR HUNDRED SIXTY THOUSAND EUROS (26,460,000.00 €), in terms of VAT

The distribution of the VEC (VAT excluded, €) by category, entity type and year is as follows,

CAT	group	year 1	year 2	year 3	Extension 1 (years 4 and 5)	Extension 2 (years 6 and 7)
1	A	€3,150,000.00	€3,150,000.00	€3,150,000.00	€6,300,000.00	€6,300,000.00
	B	€1,350,000.00	€1,350,000.00	€1,350,000.00	€2,700,000.00	€2,700,000.00
	total	€4,500,000.00	€4,500,000.00	€4,500,000.00	€9,000,000.00	€9,000,000.00

2	A	€1,890,000.00	€1,890,000.00	€1,890,000.00	€3,780,000.00	€3,780,000.00
	B	€810,000.00	€810,000.00	€810,000.00	€1,620,000.00	€1,620,000.00
	total	€2,700,000.00	€2,700,000.00	€2,700,000.00	€5,400,000.00	€5,400,000.00
3	A	€7,560,000.00	€7,560,000.00	€7,560,000.00	€15,120,000.00	€15,120,000.00
	B	€3,240,000.00	€3,240,000.00	€3,240,000.00	€6,480,000.00	€6,480,000.00
	total	€10,800,000.00	€10,800,000.00	€10,800,000.00	€21,600,000.00	€21,600,000.00
		€18,000,000.00	€18,000,000.00	€18,000,000.00	€36,000,000.00	€36,000,000.00

TOTAL VAT EXCLUDED	VAT	TOTAL VAT INCLUDED
€22,050,000.00	€4,630,500.00	€26,680,500.00
€9,450,000.00	€1,984,500.00	€11,434,500.00
€31,500,000.00	€6,615,000.00	€38,115,000.00
€13,230,000.00	€2,778,300.00	€16,008,300.00
€5,670,000.00	€1,190,700.00	€6,860,700.00
€18,900,000.00	€3,969,000.00	€22,869,000.00
€52,920,000.00	€11,113,200.00	€64,033,200.00
€22,680,000.00	€4,762,800.00	€27,442,800.00
€75,600,000.00	€15,876,000.00	€91,476,000.00
€126,000,000.00	€26,460,000.00	€152,460,000.00

In accordance with article 101 of the LCSP, this estimated value includes the amount of the maximum budget (excluding VAT) and the amount of any extensions and modifications of the contract according to the forecast established in sections D and R of this table of characteristics.

The assigned value is of a maximum character, and up to this point it has the condition of orientation and non-binding, given that the supply and service needs of the entities included and adhered to the SDA will be determined later in the development of the specific procurement

The calculation method applied by the contracting body to determine the estimated value is based on needs that are estimated from the consumption of each of the participating entities and taking into account the uncertainty about the consumption of each entity, in the usual prices in the market and it has been taken into account in addition to the costs based on the application of the current labor regulations, other costs that derive from the material execution of the services, the general expenses of the structure and the industrial profit.

C.3. Budget item, existence of credit

Budget item for specific contracts: The credit commitment to meet the financial obligations of the specific tenders for this procurement will be recorded in the corresponding item of the budget of each entity that contracts it and of the corresponding year.

Availability of credit: The expenditure of the specific procurement will be approved, through a credit reserve document or provision of funds, prior to each specific contract that is carried out within this SDA and charged to the budget of each requesting entity and by in the current year.

multi-year: Yes.

C.4. Financing with European funds or other administrations

Specific procurement may be co-financed with European Regional Development Funds (ERDF), other European funds (for example, Next Generation EU, etc.) or funds from other administrations.

D. Duration of the SDA and specific contracts

D.1 Term of validity and execution of the SDA

The initial duration of the SDA will be thirty-six (36) months, starting the day after the first admission resolution to the SDA in at least one of the categories.

The period of validity of the SDA delimits the period within which specific contracts may be awarded in it. The duration of the specific contracts may exceed that of the SDA, with the limitations provided for in this PCAP and the LCSP.

D.2. Extension of the SDA

The SDA may be subject to one or several extensions of a maximum of forty-eight (48) months, from the end of it and by decision of the Contracting Authority.

The total duration of the SDA, including extensions, will be eighty-four (84) months, according to art. 223.2 LCSP

D.3. Processing of the ordinary extension

The Contracting Authority of the CSUC at the request of the person in charge of the contract, will communicate the will to extend the SDA with a notice of one (1) month before the end of the validity of the SDA, extension that in accordance with the article 29.2 LCSP shall be optional for the contracting entity and mandatory compliance for the contractor.

The ordinary extension will be formalized in an addendum to the SDA.

D.4. Exceptional extension of the SDA

Exceptionally, the contract may be extended when a new contract guaranteeing the continuity of the specific services to be performed by the contractor has not been formalized at its expiry. In this case, it is necessary that the lack of formalization of the new contract was a consequence of unforeseeable events for the contracting body, produced in the procedure for awarding the new contract and there are reasons of public interest not to interrupt the provision .

The exceptional extension requires that the tender notice for the new contract has been published at least three months before the end date of the original contract. This extension will be for a maximum period of nine months and cannot modify the remaining conditions of the contract.

D.5. Processing of the exceptional extension

The Contracting Authority of the CSUC, at the request of the person in charge of the contract, will communicate the intention to extend the contract with a notice of one (1) month before the end of its validity.

The exceptional extension will be mandatory for the contractor and will be formalized in an addendum.

D.6. Term of validity and execution of specific contracts

The one determined in each specific contract, with a maximum duration (including extensions) set in the applicable regulations (art. 29.4 of the LCSP).

D.7. Extension of specific contracts

The one determined in each specific contract.

D.8. Processing of the extension of specific contracts

The Contracting Authority for the specific contract, at the request of the Contract Manager(s), will make a proposal for an extension, at least one (1) month before the end date of the contract,

in accordance with the art 29.2 LCSP. The extension is optional for the contracting entity and mandatory for the company.

E. Ability to contract with the public sector

E.1. Eligibility conditions

Natural or legal persons, Spanish or foreign, can contract with the public sector, who have full capacity to work, are not affected by any prohibition on contracting, and can prove their economic and technical solvency.

The solvency, the business or professional qualification that, if applicable, is required and the conditions of suitability must exist at the time of accreditation.

E.2. Legal persons

Legal entities may only be awarded contracts whose object is included within the scope of activity that, according to their statutes or founding rules, are their own.

E.3. Community companies or States signatories to the Agreement on the European Economic Area

Community companies or signatory States of the Agreement on the European Economic Area that, in accordance with the legislation of the State in which they are established, are qualified to perform the service in question, will have the capacity to contract with the public sector.

When the legislation of the State in which these companies are established requires a special authorization or membership of a certain organization to be able to provide the service in question there, they must prove that they meet this requirement.

E.4 Non-EU companies

Without prejudice to the application of Spain's obligations derived from international agreements, natural or legal persons from States that do not belong to the European Union or from States that are signatories to the Agreement on the European Economic Area must justify by means of a report that the State of origin of the foreign company in turn admits the participation of Spanish companies in contracting with public sector entities similar to those listed in article 3, in a substantially similar form.

The report will be prepared by the corresponding Economic and Commercial Office of Spain abroad and will accompany the documentation that is presented. In contracts subject to harmonized regulation, the report on reciprocity in relation to companies from States signatories to the Agreement on Public Procurement of the World Trade Organization will be waived.

E.5. Unions of employers

Employers' unions that are temporarily constituted for the purpose can contract with the public sector, without the need for formalization in a public deed until the contract has been awarded in their favor.

Employers who compete grouped in temporary unions are bound jointly and severally with the Contracting Administration, and must appoint a sole representative of the union, with sufficient powers to exercise the rights and fulfill the obligations of the contract, without prejudice to the existence of joint powers that companies can grant for collections and payments of significant amounts.

For the purposes of the tender, entrepreneurs who wish to participate in a temporary union must indicate the names and circumstances that constitute it, the participation of each one, as well as assuming the commitment to formally form a temporary union in the event of contract awardees.

F. Economic and technical solvency and professional qualification.

F.1. Solvency requirement

The minimum solvency requirements that bidders must meet are linked to the end of the contract and are proportional to it. Bidders must demonstrate that they are in possession of the economic and technical solvency conditions determined in the PCAP. .

F.2. Integration of solvency with external means

To prove the necessary solvency, the entrepreneur may rely on the solvency and resources of other entities, regardless of the legal nature of the links he has with them, as long as he proves that, for the execution of the contract, he effectively has these media. However, with respect to academic and professional degrees or professional experience, the capacities of other entities may only be used if they will execute the part of the object for which the aforementioned capacities are required.

It will be verified that the entities, whose capacity is intended to be used, meet the selection criteria and do not incur grounds for exclusion. When an entrepreneur wishes to use the capabilities of other entities, he will demonstrate that he will have the necessary resources by submitting to this effect the written commitment of these entities.

When an entrepreneur resorts to the capacities of other entities in terms of economic and financial solvency, the entrepreneur and the other entities will be jointly and severally responsible for the execution of the contract.

F.3. Specification of solvency conditions

The tenderers, in addition to certifying their solvency, must undertake to assign sufficient personal and material means to the execution of the contract, a commitment that has the character of an essential obligation and will be integrated as such in the contract

F.4. Accreditation of economic solvency

The economic solvency of the bidder will be proven with the ANNUAL VOLUME OF BUSINESS referred to the best financial year (calendar year) within the last three available financial years (closed).

A bidder will be considered solvent when the annual volume of business for the best financial year (within the last three closed) is equal to or greater than €30,000

The accreditation of the sufficiency of the economic solvency of the tenderer, a legal person, will be carried out through one of the following three options:

1. The contribution of the annual accounts for the years 2017, 2018, 2019, 2020 and 2021 (or the last five years) approved and deposited in the Mercantile Registry, and the supporting documents for presentation in the Mercantile Registry. Individual entrepreneurs not registered in the Mercantile Registry will certify their annual volume of business through inventory books and legalized annual accounts.
2. The contribution of a certificate issued by the entity that audits the accounts indicating that in the years 2017, 2018, 2019, 2020 or 2021 the annual volume of business was equal to or greater than €30,000
3. In any case, the registration in the Official Register of Bidders and Classified Companies of the Public Sector or in the Register of Bidders will accredit, in accordance with what is reflected therein and unless there is evidence to the contrary, the conditions of economic and financial solvency of the entrepreneur

4. In the case of natural persons, solvency can be proven by presenting proof of the existence of civil liability insurance for professional risks for an amount equal to or greater than that indicated above.

Solvency can be integrated with external means.

Accreditation of compliance with these requirements may be replaced, in the case of non-Spanish bidding companies, member states of the European Union or signatory states of the Agreement on the European Economic Area, by the contribution of the accreditation of the certificate or document specified in article 97 LCSP.

F.5. Accreditation of technical solvency

The technical solvency of the bidders will be proven by their technical knowledge, efficiency, experience and reliability. The solvency will be proven with a list of the main supplies and services of the same type or nature to which the object of the contract corresponds, carried out in the last five (5) years, indicating the amount, dates and the name of the recipient, public or private of these.

It is required that the amount of the supplies and services, minimum, annual and accumulated in the year of greatest execution is equal to or greater than €30,000.

Accreditation of compliance with these requirements may be replaced, in the case of non-Spanish bidding companies, member states of the European Union or signatory states of the Agreement on the European Economic Area, by the contribution of the accreditation of the certificate or document specified in article 97 LCSP.

In the event that the tenderer submits to several categories, it will be necessary to prove compliance with the solvency requirement for each category.

F.6. Assignment of material means

For the three categories of the SDA, bidders will be required to indicate, in Envelope A, which manufacturers in the category they propose to supply, and to provide a certificate from each of the corresponding manufacturers, ensuring that they are authorized to supply their software to the entities object of this tender.

Bidders who propose to provide some of the optional services defined in the technical specification must present, in Envelope A, a certificate from the corresponding manufacturer, attesting to their ability to provide the service in question (consulting, training, technical support, and installation, configuration and parameterization).

If any manufacturer requires a specific certificate for a software or for a category of software or associated service, the authorized certificate to be supplied must be specific to the product or product category.

The certificates presented will serve as a reference for the participating entities when proposing their specific contracts based on the SDA and will become performance conditions, failure to comply with which will result in the exclusion of the tenderer or the termination of the contract if this had started its execution.

F.7. Business qualification

Bidders must possess the necessary capacity and solvency to participate in this tender by the deadline for submission of bids.

No special qualification is required.

G. Guarantees

G.1 In the SDA. According to art. 107.1 and 107.5 LCSP, no provisional or definitive guarantee is required, given that the awarding of this SDA only involves the expectation of selecting the companies that can be awarded the various specific supply contracts within the same framework, it is exempted to the employers selected from the obligation to constitute a definitive guarantee.

G.2. To the specific contracts.

Provisional guarantee: Not required.

Definitive guarantee: At the discretion of the entity that tenders the specific.

In the event that the successful tenderer is subject to penalties for the inadequate execution of the specific Contract, these may be made effective by deducting the amounts pending payment.

H. Type of processing

Restricted procedure, ordinary processing.

In accordance with art. 22 of the LCSP the contract is subject to harmonized regulation for the purposes of its publication in the Official Journal of the European Union (DOUE) and the

special revision regime regulated in art. 44 et seq. of the LCSP, regarding the special recourse in the matter of contracting.

I. Tender data of the Dynamic Procurement System

- Date and time limit for submission of requests to participate in the SDA: The deadline for submission of offers will be thirty (30) calendar days, counted from the date of sending the announcement to the Official Journal of the Union European and the tender will be announced on the contractor profile of the CSUC. Even so, during the entire period of validity of the SDA, any interested employer can apply to participate.
- Presentation: Using an electronic platform, be it "Offerta telematica" or equivalent.
- Maximum term for the evaluation of participation requests, the term will be 10 working days from the receipt of the offers, which can be extended to 15 working days as long as and when it is duly justified.

J. Award criteria for specific contracts

As a matter of preference, the specific contracts will be carried out with award criteria that respond to the price-quality ratio. Even so, the award criteria and sub-criteria will be determined in the specific contract invitation, with the limits and weighting set in the PCAP, as determined in article 226.4 LCSP.

In specific contracts the total score will be up to 100 points. This score may be determined differently in the invitation that is made in each specific contract in order to satisfy the different needs during the validity of the SDA. This weighting will be known by all the companies admitted to the respective categories, respecting the principles of equal treatment and transparency, at the time of the call for the specific contract.

In specific contracts, additional services or functionalities may be requested to those required in the technical specifications and related to the object of the specific contract. These additional services or functionalities required in the specific contracts will be assessed in the Basic Budget of the specific Tender, will be sufficiently explained and justified in the tender procedure of the specific contract and will be known to the participating bidders.

J.1. Tie breaking criteria for specific contracts

The tie between several offers after the application of the criteria for the award of the specific contract will be resolved by applying, in order, the following social criteria, referred to when the deadline for submitting offers ends:

- a) Greater percentage of workers with disabilities or in a situation of social exclusion in the tenderers' workforce, prevailing in case of equality, the greater number of permanent workers with disabilities, or the greater number of workers included in the workforce.
- b) Lower percentage of temporary contracts in the bidders' workforce.
- c) Greater percentage of women employed in the workforce of each of the companies.
- d) The draw, in case the application of the previous criteria had not resulted in a tiebreaker.

J.2. Criteria for considering an offer with abnormal or disproportionate values

It will be presumed that an offer is unviable, and abnormally low, when the total amount of the economic offer is lower than the minimum value defined by the procurement body of the specific contract that will be published in the invitation. In this case, the procedure established by article 149 of the LCSP will need to be processed.

When the technical body that designates the contracting body for the specific contract, or if applicable the contracting board, identifies one or several abnormally low bids, it will require the tenderer to submit it, giving a sufficient deadline. to justify and break down, reasoned and in detail, the low level of prices, or costs, or any other parameter that the Administration considers to have defined the abnormality of the offer. Within this period, the tenderer must submit relevant information and documents to justify, in a timely manner, the viability of the offer.

In the procedure, the technical advice of the corresponding service must be requested.

In any case, the contracting authorities will reject the offers if they find that they are abnormally low because they violate the regulations on subcontracting or do not comply with the applicable obligations in environmental, social or labor matters, national or international, including the breach of collective agreements current sectoral regulations, in application of what is established in article 201 of the LCSP.

It will be understood in any case that the justification does not satisfactorily explain the low level of prices or costs proposed by the tenderer when it is incomplete or based on assumptions or inadequate practices from a technical, legal or economic point of view.

The information and documentation provided by the tenderer in time will be evaluated and the proposal for acceptance or rejection will be raised with motivation to the contracting body. In no case will the acceptance of an offer be agreed without the proposal being duly motivated in this regard.

If the procurement body considers, based on the tenderer's justification and the technical reports, that the information does not satisfactorily explain the low level of prices or costs proposed by the tenderer and that the offer cannot be fulfilled as a result of the inclusion of abnormal values, will exclude it from the classification and will agree to the award in favor of the next best offer, in accordance with the order in which they have been classified. Bids based on assumptions or inappropriate practices from a technical, economic or legal perspective will generally be rejected.

J.3. improvements

They are not allowed.

K. Recruitment desk.

The recruitment desk at the SDA establishment will be made up of the following people:

Recruitment desk			
president	Xavier Peiró	ICT Services Director	CSUC
Substitute	Gorka Roldan	Head of Clients and Projects	
secretary	Mireia Carballo	Contract technique	CSUC
Substitute		Contract technician	CSUC
Auditing Member	Carla Bragós Valentines	Administration and Finance Director	CSUC
Substitute	Maria Jose Miranda	Finance chief	CSUC
Member Legal advisor	David Tedó	Head of recruitment	CSUC
Substitute		Contract technician	CSUC
vocal	Montserrat Martinez	Head of Personal Computing (IT Area)	UB
Substitute		Purchasing technician	
vocal	José Antonio Checa	Head of Purchasing Unit	UAB
Substitute		IT technician	
vocal	Luis Perez	Head of the Technology and Innovation Support Service	UPC
Substitute	Rosa Martin	IT technician	
vocal	Santi Lewin-Richter	Head of the Administrative Contracting Unit	UPF
Substitute	José Oriol Oliva	Purchasing and Inventory Manager (IT Service)	
vocal	Judith Pintó	Head of ICT Services Operations	UdL

Recruitment desk			
Substitute	Joseph Ramon Peguera	IT technician	
vocal	Daniel Bassas	Head of Microinformatics	UdG
Substitute		IT technician	
vocal	Jordi Clavero	Responsible for the SRITIC user service area	URV
Substitute		IT technician	
vocal	Pedro Mingueza	Technology Area	UOC
Substitute		IT technician	
vocal	Joseph Juvanteny	Head of the Technological Infrastructure Management Unit	UVic-UCC
Substitute		IT technician	
vocal	Joan Cambras	Head of Joint ICT and Quality Purchasing	CSUC
Substitute		IT technician	

The recruitment board once the SDA is in force and for the admission of new awardees, will be made up of the people indicated below:

Recruitment desk			
president	Xavier Peiró	ICT Services Director	CSUC
Substitute	Gorka Roldan	Head of Clients and Projects	
secretary	Marisol Montero	administration	CSUC
Substitute		Contract technician	CSUC
Auditing Member		Administration and Finance Director	CSUC
Substitute	Maria Jose Miranda	Finance chief	CSUC
Member Legal advisor	David Tedó	Head of recruitment	CSUC
Substitute		Contract technician	CSUC
Member representing the entities that make up the purchasing group	Joan Cambras	Head of Joint ICT and Quality Purchasing	CSUC/ Entities
Substitute		ICT technician of any entity in the purchasing group	

For the specific contracts processed by the recipient entities that require it, the contracting body that tenders them will define, when appropriate, the members of the table in the respective documents or invitation.

L. Review and update of prices

In accordance with the provisions of RD 55/2017 and the LCSP.

M. Warranty term

M1. Warranty period of the Dynamic Acquisition System: No warranty period is established in the SDA.

M.2 Guarantee period for specific contracts: To be determined by the entity convening the specific contract.

N. Assignment of the SDA and subcontracting

Assignment of the SDA: The transfer of this contract is prohibited, except between companies of the same group.

Subcontracting of specific contracts: It is allowed as long as and when it has the required solvency and appropriation of means of the part of the contract that lends.

O. Service Level Agreements and Penalties

O.1 The contractor, either personally or through an authorized delegation, must deliver the goods subject to supply at the place and date agreed in the contract or in the order, and in accordance with the technical prescriptions and administrative clauses contained in the Specifications . Once this is done, the contract or order will be considered fulfilled respectively.

All those incidents that are contrary to what is required in the specifications that govern this tender and what was agreed in the formalization of the specific supply contract will be considered breaches of the contract for the relevant purposes.

If the contractor incurs a delay in relation to any term, the Administration may opt, regardless, in the form and conditions established in article 195 LCSP and in this Specification, for the termination of the contract or for the imposition of a penalty .

The Administration has the same power to terminate the contract or impose penalties in the following cases:

- 1) In the case of non-compliance with the essential contractual obligation to attach material means to the contract.
- 2) In the event of non-compliance or serious defective performance of the provision subject to the contract.

3) In the event of breach of commitments or special conditions of execution under which the contractor undertakes to dedicate or assign certain personal or material resources.

4) In case of non-compliance with environmental or social conditions, in accordance with article 202 LCSP.

In everything not provided for in this document, the imposition of the corresponding penalties will be made in accordance with what is provided for in articles 192 and 193 LCSP.

Q. Maximum price of advertisements in the Dynamic Acquisition System

Given the provisions of article 224.6 of the LCSP, there are no costs to be charged to bidders, since participation in the system is free.

Q. Additional information:

For inquiries of a technical, administrative or legal nature, you can go to the contractor profile or emaillicitacions@csuc.cat. The responses to the clarifications or amendments to the specifications will be binding and will be made public in the corresponding contractor profile, pursuant to the provisions of article 138.3 of the LCSP.

Those interested can request additional information regarding the specifications and other documentation, both legal and technical during the entire validity of the SDA.

With regard to the establishment or subsequent admissions of candidates to be selected in the SDA, this request must be made at least ten (10) working days before the end of the period set for the presentation of proposals. This additional information will be provided at least six (6) working days before the deadline for submission of proposals.

Minor operational queries can be addressed directly to the responsible coordinator of the contract or the person who is contacted for the monitoring of the execution.

In the specific contracts made by the recipient entities, it will be possible to request additional information or clarifications regarding the invitation made. The request for information must be made directly to the receiving entity.

A. Modification of the Dynamic Procurement System and specific contracts:

Changes to the Dynamic System must be differentiated from changes to specific Contracts.

R.1. MODIFICATION OF THE SDA. Once the SDA has been perfected, modifications may only be introduced in the cases provided for in articles 204 (planned modifications) and 205 LCSP (unplanned modifications). These modifications cannot affect the essential conditions of the contract and must be formalized in an administrative document. This affects all affiliated entities.

The addition or removal of supply points of affiliated entities that belong to the categories of the SDA will not be considered modifications of the SDA. They may be grounds for modification of specific contracts.

Planned changes to the SDA: In the event that during the validity of the SDA the real needs were higher than those initially estimated, the amounts of the SDA may be modified by up to 20%.

The entities of group B they can adhere to the SDA without the need for modification (see Y of the QC) because they are already identified from the start in the subjective scope of the SDA.

The entity that joins the SDA will formalize the membership with the CSUC, which will inform the bidders.

R.2. MODIFICATION OF SPECIFIC CONTRACTS. Once the specific contract has been perfected, modifications may only be introduced for reasons of public interest, in the cases provided for in articles 204 (planned modifications) and 205 LCSP (unplanned modifications) and must be formalized in an administrative document.

Without consideration of modification, and only in the case of categories and supplies or services expressed in unit prices, it will be possible to vary the number of the unit up to 10% of the amount, without the processing of the corresponding modification file being necessary, as provided for in article 301.2 of the LCSP.

Anticipated modifications of specific contracts: In the event that during the term of the contract the real needs are higher than those initially estimated or it is necessary to increase modules or complementary services not initially foreseen, the amounts of the specific contract may be modified by up to 20%. These will have to be motivated by new consumption or needs of the recipient entities or centers with dependency or links to the same entities that were not foreseen in the preparation of the specific contract.

R.3. MODIFICATIONS NOT PROVIDED IN THE SDA AND IN THE SPECIFIC CONTRACTS (Additional benefits, unforeseeable circumstances and non-substantial modifications). In accordance with article 205 LCSP, supplies or services may be added to those initially contracted as long as the change of contractor was not possible for economic or technical reasons for the entities receiving the service. In any case, the overall maximum limit

of a modification for this reason will be 50% of the initial value of the contract, VAT excluded, in isolation or together with the rest of the modifications.

When the need to modify an existing contract derives from circumstances that arose and were unforeseeable at the time the tender was carried out, understanding that of the SDA or the specific contracts of the recipient entities, compliance with the conditions must be justified following: that the need for the modification derives from circumstances that a diligent administration could not have foreseen, that the modification does not alter the overall nature of the contract, and that the modification does not involve an alteration of the amount of the contract, which jointly or in isolation, suppose 50% of the initial contract value, excluding VAT.

R.4. In any case, the contracting body must approve the modification of the contracts prior to their execution.

The modifications planned and agreed by the contracting body will be mandatory for the contractors and the unplanned modifications will additionally require a hearing to the contractor.

The procedure for one and another modification is as provided for in R.7

R.5. However, they are not considered causes of modification, because they do not alter the economic cost of the contract, the variations or adaptations in the calendars foreseen in the execution of the contract that involve a redistribution of the budget annuities, provided that it is necessary to carry out the same for justified reasons of supervening character and not imputable to any of the parties.

R.6. Contractors may not introduce or execute any modification without prior approval by the CSUC, and, where applicable, of the corresponding budget, by the Competent Body.

R.7. Procedure for amending the SDA and specific contracts:

The head-coordinator of the SDA or the head of the contract of the beneficiary entity in the case of specific contracts, will issue a report justifying the need for the modification and qualifying and quantifying them.

Planned modification:In this case, it will be necessary to notify the contracting body to the company or companies to which the modification applies, with the justification for it, in accordance with the provisions of articles 203, 204 and 207 of the LCSP. In these cases, there is no need for a hearing with the contractor, it is sufficient with the notification, publication and formalization of the modification.

Unplanned modification:The need to modify the SDA/specific contract will be communicated to the contractor, granting him a hearing period of fifteen (15) working days, after which the competent contracting body will agree, in his case, on the approval of the

modification, determining its effects. The supporting report, if applicable, the contractor's allegations, as well as all the reports generated in the modification procedure must be published in the Contractor's Profile. In the event that the amendment is to a harmonized contract, it must be published in the DOUE, as determined in article 207.3 of the LCSP.

Contractors may not introduce or execute any modification of the SDA/specific contracts, without due prior approval by the CSUC, or the beneficiary entity and without the approval of the corresponding budget, by the Competent Body, if applicable .

S. Responsible for the contract by entities.

S.1 The head-coordinator of the Dynamic Procurement System and head-coordinator of the specific contracts is the Director of ICT Services of the CSUC.

S.2. The persons responsible for the SDA per entity are the people listed below, without prejudice to their ability to delegate their functions:

ENTITY	CONTRACT MANAGER	
UB	Montserrat Martínez Guilera	Head of Personal Computing (IT Area)
UAB	Jose Antonio Checa Martinez	Head of Purchasing Unit
UPC	Mercè Oller Aubia	Director of the ICT Area
UPF	Manel Lozano Nebro	Head of the IT Service
UdL	Alexandre Ballesté Crevillén	Head of Information and Communication Systems
UdG	Dídac López Viñas	IT Director of the UdG
URV	Lluís Alfons Ariño Martin	Director of SRITIC
UVic-UCC	Joan Busquiel Nieto	ICT Area Director
UOC	Richard Mateu	Director of the Technology Area of the UOC
UAH	I protect Andreu Comes	Director of the Technology and Equipment Office
ucm	Margarita Barrio Mozo	Recruitment Department - Director
URJC	Juan Manuel Devora Lorenzo	Director of Information Technologies
SKI-UPF	Isabel Navas Figueras	Responsible for Public Procurement and Services
CSUC	Xavier Peiró Esteban	ICT Services Director

In the event that specific contracts are tendered and awarded directly by entities affiliated to the SDA, those responsible for the contracts will be those designated by the entity itself. In the case of the entities that can join after the formalization of the SDA, they will appoint their corresponding person in charge.

S.3 The contract manager of each entity will have the capacity to:

- a) Promote and call the necessary meetings with the contractor in order to solve any incident in the execution of the object of the contract in the terms that best suit the public interests.

- b) Propose to the person in charge of the contract-coordinator the resolution of incidents arising in the execution of the SDA, following the procedure established in art. 97 of the RGCAP.
- c) Propose to the person in charge of the contract-coordinator the imposition of penalties for non-compliance with the SDA.
- d) Propose, to the person in charge of the contract-coordinator, the extension of the SDA.
- e) Propose to the person in charge of the contract-coordinator the exercise of the prerogatives contained in art. 190 et seq. of the LCSP with respect to the SDA.
- f) Propose to the procurement body for specific contracts the extension, modification, imposition of penalties and other prerogatives contained in art. 190 et seq. of the LCSP
- g) Establish the appropriate guidelines in each case, being able to require the successful tenderer, at any time, the information it requires on the status of execution of the object of the contract, the successful tenderer's duties, and compliance with the deadlines and performances
- h) Attend the reception acts and sign the reception act(s) (or document certifying compliance or non-compliance) and, where appropriate, approve or not the invoices presented.
- i) Direct instructions to the contractor as long as they do not involve a modification of the object of the contract or oppose the provisions in force or those derived from the specifications and other contractual documents.
- j) Inspect and be informed, when requested, of the execution of the object of the contract.
- k) Exercise any function that contributes to the proper functioning of the supply, which is not the responsibility of the contracting body.

T. Special conditions of execution

Those expressly indicated in the PPT, communicate any variation on the current authorizations available from the manufacturers to supply the associated software and services. and the obligation of the contractors to communicate to the Responsible-Coordinator of the SDA, at his request, the list of specific contracts that have been awarded to them, indicating, Contracting Administration, period of validity, possible extensions, PBL and VEC.

U. Content and characteristics of the electronic presentation of offers

In the online submission of offers for membership of the SDA, you will need to provide,

1. The single European procurement document. (OWN)

2. Documentation proving economic and technical solvency, in accordance with the forms provided for in section F of the table of characteristics.
3. Accrediting documentation of the candidate's personality and capacity. It will be necessary to provide the deed of incorporation of the company registered in the Mercantile Registry and, if applicable, of modification registered in the Mercantile Registry.
4. Certificates from the competent bodies, certifying that the successful tenderer is aware of the tax obligations with the State and the Generalitat de Catalunya and of Social Security contributions. This documentation is not required for foreign companies.
5. Civil liability insurance policy provided for in clause 33a and the last receipt showing the payment of the premium and a responsible declaration committing to renew the policy annually.
6. Accreditation of representation. The representation will be accredited through:
 - When acting in one's own name. A copy of the bidder's current national identity document (DNI) or passport must be presented.
 - When appearing on behalf of another. Sufficient power of attorney and a copy of the representative's national identity document or passport must be presented. When those appearing are the directors of the company, it will only be necessary to provide the deed of appointment entered in the Mercantile Registry.
7. For the three categories of the SDA, the candidate will be required to indicate which manufacturers in the category they propose to supply, and to provide a certificate from each of the corresponding manufacturers, ensuring that they are authorized to supply their software to the entities that are the subject of this tender .
8. All candidates who propose to provide some of the optional services that are defined in the technical specifications must present a certificate from the corresponding manufacturer attesting to their ability to provide the service in question (consultancy, training, support technical, and installation, configuration and parameterization).

This documentation can be replaced by the presentation of the RELI certificate justifying all the requested ends.

If the tenderer does not provide the documentation mentioned above, he will be **EXCLUDED** from the tender.

V. Invoicing and payment conditions for specific contracts

Supplies purchased through specific contracts will be paid for by the receiving entity.

The contractor of the specific contract is entitled to payment of the price of the supplies made. The contractor will send at the end of the period to be determined, for each receiving entity, a list of all the supplies made in that period, and specific contract, indicating the amount of each of them and the breakdown of the supplies made and the VAT corresponding. The list of invoiced supplies must provide the maximum detail of each of them, in accordance with what is indicated in section 6.1. of the PPT in relation to the aggregate file of invoicing and consumption.

The invoices issued must explicitly contain all the information necessary for their correct interpretation. They will include, at least, the following concepts:

Fiscal data of the center, date of order, date of service, delivery note number, order number, invoice number, place of delivery, description of supply, amount without VAT, VAT, amount with VAT and the concepts indicated in clause 5 of the PPT. What is indicated in clause 44 of the PCAP will also be taken into consideration.

In any case, the financial parties responsible for the contract are the participating entities, so they will be the ones who will receive and pay the resulting invoices.

It is the power of each entity to decide and determine the form of invoicing for the supplies received, which may be a single invoice for all the supplies and/or services performed monthly, or several disaggregated invoices in the form that the Administration that receives the supplies and/or services decide (e.g. by research group, by unit, etc.). By default, a monthly invoice will be made for each supply point.

W. Entities joining the Dynamic Procurement System and specific contracts

W.1. The consortia and entities affiliated to the joint procurement identified in group A have expressly expressed their compliance with the tender and specifications by means of an agreement adopted according to what is established in the CSUC's internal procurement regulations that:

1. Enables the CSUC procurement body to approve the file and arrange for the opening of the admission procedure to the SDA and the award of specific contracts, where appropriate.
2. It involves the entity's commitment to participate in the recruitment procedure.

W2. Any accession by the entities provided for in section A.1.2 of the table of characteristics that is carried out in the SDA, will entail the entity seeking the accession issuing a document with the minimum content provided for in Annexes III or IV of the internal recruitment regulations of the CSUC, which will state at least that:

1. Expressly approve the tenders.

2. Manifest the will to adhere to the SDA.

W.3. Adhesion to a specific contract processed by the CSUC can only materialize once the adhesion to the SDA has been formalized. It will require the entity seeking membership to issue a document where it will state at least that:

1. Communicate supply and/or service needs.
2. Certify the existence of credit.
3. Express the will to adhere to the specific contract processed by the CSUC.

W.4. Once the CSUC receives the duly signed accession agreement document from the new participating entity, its incorporation will be notified by e-Notum to approved contractors and subsequently published on the CSUC contractor profile.

X. Administrative matters

X.1 Calculation of deadlines

The terms to be counted from the notification shall be calculated from the date of sending the same or of the notice of notification, if by electronic appearance, provided that the act subject to notification has been published on the same day in the contracting body's profile. Otherwise, the deadlines will be calculated from the receipt of the notification by the interested party.

X.2 Declaration on electronic communication

In the "offer registration form for the file" of the "telematic offer" tool, the persons authorized to receive notifications through the e-Notum system will be designated and the e-mail address to receive them will be indicated. ALL electronic communications to the SDA tenderer and, where appropriate, specific contracts carried out by the CSUC or the beneficiary entities will be made to the address and the persons indicated.

I. General provisions

First. Needs to be met, object and legal regime of the tender

1.1 The needs that need to be met through the SDA (from now on SDA) and the specific contracts that derive from it that are contained in the technical specifications document (PPT, from now on), in section B (Needs) of the table of characteristics of this PCAP, as well as in the needs report contained in the file. The SDA provided for in this specification has the objectives set out in section A.1 (object) of the table of characteristics.

1.2. The object of the contract is that provided for in section A.1 (object) of the table of characteristics.

This tender is part of the actions approved in General program of activities (PGA). This was approved by the Governing Council of the CSUC, in accordance with the provisions of article 12.1.a of its statutes.

1.2.1. THE CSUC to promote the efficiency of public spending, a principle listed in the Statement of Reasons for Law 9/2017, of November 8, on Public Sector Contracts and respect for the principles of equal treatment, non-discrimination, transparency, proportionality and integrity, promotes, for this fiscal year 2022, this SDA in order to rationalize the current purchase and public expenditure, therefore considering that it is a supply of a usual and current nature, the characteristics of the which make it possible that they can be easily carried out by operators on the market, so that the public interest will always be satisfied, it is considered appropriate to go to an SDA, in accordance with the provisions of art. 223 et seq. LCSP.

The process of streamlining procurement constitutes an opportunity for change, generating benefits both for suppliers and for the administration itself: greater convenience in processing, elimination of travel with the corresponding saving of time and money, increase in transparency, greater competition and participation of the regional business fabric and the opening of the market. For this reason, the CSUC proposes an innovative purchase structure combining the SDA procedure with different categories of license supply and associated services, and at the same time, it facilitates economic operators who can satisfy the object of the contract, who can be admitted in the SDA itself, regardless of its creation or even the moment of execution within the duration of the SDA.

The SDA also facilitates the incorporation of new supplies throughout the duration of the contract as long as they belong to one of the categories indicated in the PCAP.

1.2.2. Phases of SDA

The tender is articulated in two phases. In the first, the companies admitted to the SDA will be selected, and in the second, the supplies to be consumed by each Center will be contracted.

a) Establishment: with the aim of selecting the companies admitted to the SDA, some solvency requirements are defined (Section F of the table of characteristics) that the companies must meet in order to be able to apply for subsequent specific contracts. Once the presentation of the documentation is open, 30 days will be given to present the necessary documentation to be part of the SDA (Section U of the table of characteristics) and within a period of 10 days extendable to 15, the contracting body will respond to the admission or not of the companies that present themselves and the specific contracts can now be concluded.

From the moment of its publication and until the expiry of the procedure, any company that meets the required requirements, in terms of capacity, professional qualification and solvency, may apply for admission to the SDA without there being a time limit of admission, as established by the arts. 224 and 225 LCSP. For new additions or admissions to the SDA, these will be resolved in the first 10 days, extendable to 15, of the months of March, June, September and December, resolving all the requests of those economic operators who have requested the entry into the system since the last admission decision. The procurement body reserves the right to open supplier approval periods outside of those planned for the months of March, June, September and December when deemed appropriate.

Likewise, candidates who have been admitted to the SDA may withdraw at any time, by sending a notification through electronic means, expressing their wish to withdraw from the system.

Companies that have not been admitted can resubmit during the validity of the SDA.

The admission of the SDA is signed by the Contracting Authority of the CSUC. Tendering for specific contracts may be carried out centrally by the CSUC itself or decentralized by the entities themselves (that is, directly by each of the entities affiliated to the SDA or by a group of them).

The purposes of establishing this SDA are:

- Select the companies admitted to the SDA for each of the categories, with no limit of admitted companies.
- Set the general conditions for the award and execution of the subsequent specific contracts of this SDA.
- Determine the remuneration system, the general conditions of the supplies and the basic terms which can be modified in the specific contracts.

b) Specific contracts

b.1) Throughout the validity of the SDA, specific contracts may be concluded by the contracting body of the CSUC or affiliated entities inviting tenderers admitted to the corresponding category in accordance with clause twenty-three. In this case, bidders will have a period, minimum and extendable at the discretion of the bidding entity, of five (5) working days to present their bids.

b.2) The specific contracts may be of a multi-year nature. As many specific contracts may be tendered for each category as is considered appropriate.

b.3) The purposes of the specific contracts are:

- Specify the needs corresponding to the period of duration of the corresponding specific contract.
- Award the supply of the software among the companies admitted to the SDA.

It will be in the documents that will govern the specific contracting where a greater level of concreteness can be reached so that the selected companies can proceed to complete their economic offer, at the time of being invited to participate in the specific contract.

Specific aspects will be fixed or delimited in the specific contracts, which will have to be published through the necessary particular technical or administrative prescriptions.

1.2.3. The goods and services subject to this SDA are grouped in the categories specified in the table of specific characteristics.

Bidders may submit to one or several categories, each of which is a bidding unit, but in any case their offer must include prices for each of the subcategories bid in the specific contract. Admission to each of the categories will be resolved by means of an admission resolution from the hiring body. The CSUC, as the managing entity of this SDA, may introduce new CPVs to the categories as long as they are related to the object of the same category, which do not require different capacity of the contractors from the one initially requested and, in any case, giving it the right publicity.

1.2.4. The description and characteristics of the services to be provided by the admitted companies are defined in the specifications, in which the factors of all kinds to be taken into account are specified. If applicable, the description and characteristics will be defined in more detail in each of the tenders carried out during the period of validity of this SDA.

1.3. The qualification of the contract is that provided for in section A.2 of the table of characteristics.

1.4. The codification relating to the Common Vocabulary of Public Contracts (CPV) is as provided in section A.3. of the characteristics box.

1.5. In the event of a discrepancy between this specification and any other contractual document, the provisions of this PCAP prevail.

1.6. Ignorance of any of its terms of the content of the contract, this specification or any other document that has the character of contractual documentation does not exempt from compliance.

1.7. This SDA and the specific Contracts derived from the SDA, have an administrative nature and will be governed by the clauses of this Specification and, where not provided for in these, by Law 9/2017, of November 8, on Public Sector Contracts, by which Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE of 26 February 2014 (henceforth LCSP) are transposed into the Spanish legal system.

1.8. The parties are also governed by the following legal rules:

- The LCSP, Law 9/2017, of 8 November, on public sector contracts.
- Decree-law 3/2016, of 31 May, on urgent measures in the field of public procurement.
- Art. 159 of Law 5/2017, of March 28, on fiscal, administrative, financial and public sector measures.
- General regulation of public administration contracts, approved by Royal Decree 1098/2001, of 12 October (from now on, RGLCAP), as far as applicable and not incompatible with the LCSP.
- Decree 107/2005, of 31 May, creating the Electronic Register of Bidding Companies of the Generalitat of Catalonia.
- ORDER VEH/172/2017, of July 25, approving the applications of the Public Procurement Services Platform and the Digital Envelope.
- Law 39/2015, on the common administrative procedure, Law 40/2015, on the legal regime of the public sector and Law 59/2003, of December 19, on electronic signature.
- Law 1/1998, of January 7, on language policy and the rules that develop it.
- Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights, development regulations and Regulation (EU) 2016/679, of the European Parliament and of the Council, of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data.
- Law 25/2013, of 27 December, promoting electronic invoicing and creating the accounting register of invoices in the Public Sector.

- Law 29/2010, of August 3, on the use of electronic media in the public sector of Catalonia.
- Government Agreement 151/2014, of 11 November, on the general entry point for electronic invoices in Catalonia (DOGC no. 6749).
- Additionally, for the rest of the rules of administrative law and, in their absence, for the civil provisions in force regarding applicable obligations and contracts. The CSUC's Internal Recruitment Regulations will also apply.

Likewise, the contract will be governed by the conditions set out in this specification and in the PPT, which are an integral part of it.

1.9. The presentation of the offer by the bidder must be adjusted to what is provided for in this set of particular administrative clauses and will imply the unconditional acceptance by him of the content of the PCAP, the PPT and all the documentation that makes up this tender, without any exception or reservation. The interpretation of the contract and the discrepancies regarding its application will be done taking into account in the first place the PCAP which will prevail over any other rule.

1.10 In addition to the general obligations derived from the legal regime of this SDA, the employer will be obliged to comply with the provisions in force in the field of labor legislation, social security, safety and hygiene at work, environmental and social management rules, as well as to those that may be promulgated during its execution. The breach of these obligations by the contractor will not imply any responsibility for the Contracting Authority.

second Recipient entities

The recipients of the supplies subject to this SDA are the related entities in section A.1 of the table of characteristics.

third Recruitment and file approval body

3.1. The CSUC, by agreement of the universities and entities that make up the purchasing group, is the SDA contracting administration.

3.2. The contracting body of the SDA is the director general of the CSUC.

3.3. The SDA's procurement body has approved the procurement file, having obtained from the different entities that make up the purchasing group their adhesion to the joint procurement.

3.4. The contracting body has the following prerogatives:

- The interpretation of the SDA.
- The resolution of the doubts offered by its compliance.
- The agreement of the modification of the SDA.
- The agreement on the extension of the SDA in accordance with what is provided for in this PCAP.
- The agreement of the resolution of the SDA, and determine its effects.

3.5. The procurement body for the specific contracts will be the procurement body of the CSUC or the corresponding procurement body of each of the beneficiary entities of the supplies and/or services, which has been assigned this competence.

fourth Base tender budget and estimated value of the SDA

4.1. Given the provisions of article 100.3 LCSP, despite the fact that it is not mandatory prior to the processing of the SDA to approve a tender base budget (PBL), a detail of the same is made refers to an annual budget estimate in the section C.1. of the characteristics box.

During the specific contracts, a basic tender budget will be indicated applying the provisions of article 100 of the LCSP. For this reason, the existence of credit will be certified by the entities receiving the supplies prior to the bidding of each of the specific contracts.

In tenders for specific contracts, tenders from tenderers that exceed the maximum amount or, if defined, maximum unit prices, will be automatically rejected.

In any case, and in order to adapt to the needs of the recipient entities and given that it is a selection where the admitted companies are required to give a plurality of goods to be supplied, through a unit price ratio, without the number of them being fixed, the maximum volume that can be contracted by category through the SDA is indicated. This planning based on the needs of the entities, as determined in the thirty-third Additional Provision of the LCSP, will operate exclusively in the execution of the specific contracts they carry out.

The basic tender budget is the estimated maximum value excluding VAT of the set of specific contracts planned during the validity of the SDA.

4.2. The estimated value of the contract (VEC) of the SDA is determined in section C.2 of the table of characteristics, and has been calculated taking into account the expenditure that would potentially be generated during its entire possible duration, including extensions. In any case, this value is indicative and not binding.

4.3. The prices or economic values referred to in this document and in the technical specifications document are expressed without the VAT that may correspond, which is considered an independent item. Nor are the other taxes that may be applicable reflected.

fifth Place of provision of the supply and period of validity of the SDA

5.1. The nature of the supplies and services subject to the SDA means that they must be provided in the premises of the entities benefiting from the procurement and/or in the premises of the contractor, in accordance with what is provided for in the PPT and, in any case, with the means of the contractor.

5.2. The maximum term of validity of the SDA, of the specific contracts and of their possible extensions will be that determined in section D of the table of characteristics.

The duration of the specific contracts will be independent of that of the SDA, with the legal limits provided for in article 29 LCSP (5 years including extensions). Specific contracts may only be awarded within the framework of an SDA during its validity, the date relevant to understanding that this requirement has been met being the award of the specific contract. Therefore, the specific ones can exceed the end date of the SDA.

5.3. The specific contracts will be understood as completed by the contractor when he has performed the entirety of the service, in accordance with the terms thereof and to the satisfaction of the recipient of the services.

sixth Selection and admission procedure. Provisional guarantee

6.1. Admission to the contract: restricted procedure, with ordinary processing and advance payment. At the tender, any interested entrepreneur, who complies with the legal requirements, may present a proposal, excluding any negotiation of the terms of the contract with the bidders.

6.2. The tender will be announced in the Official Journal of the European Union (DOUE) and in the contractor profile of the CSUC.

6.3. The administrative clauses and technical prescriptions that regulate this tender are available in the CSUC contractor profile.

6.4. The contract subject to this tender is subject to harmonized regulation.

6.5. Provisional guarantee, in accordance with the provisions in section G of the table of characteristics.

seventh Evaluation criteria of the SDA

For the establishment of the SDA, those companies will be admitted that comply with the economic and technical solvency indicated in section F of the table of characteristics as well as the rest of the documentation requested in section U of the table of characteristics.

Proposals for specific contracts will be assessed in accordance with the assessment criteria detailed in section J of the table of characteristics.

The Contracting Board may request the technical reports it deems necessary before formulating its award proposal.

eighth Accreditation of the ability to hire

In accordance with the content of section E of the table of characteristics, Spanish or foreign natural or legal persons may present offers, who prove their economic, financial and technical solvency in accordance with what is provided for in section F of the table of characteristics.

The circumstances relating to the capacity and the absence of prohibitions to contract must occur at the time of submission of the application for participation in the SDA and subsist at the time of the completion of the specific contract in question.

Those companies that had participated in the preparation of the technical specifications or the preparatory documents of the contract, by themselves or through a temporary union of employers, will not be able to participate in the tender, provided that this participation may cause restrictions on free competition or assume a privileged treatment compared to the rest of the bidding companies.

Ninth Hiring profile

9.1. In order to ensure transparency and public access to information relating to its contractual activity, and without prejudice to the use of other means of advertising, the CSUC has the contractor profile which will be accessed according to the specifications that are regulated on the website:<https://www.csuc.cat/ca/seu-electronica>.

9.2. In the contractor profile of the CSUC will be published the tender and the admission of the SDA and any mention that is expressly contemplated in this tender.

9.3. The dissemination through the profile of the contractor of the information relating to the admission of the SDA will have the effects provided for in section 2a, of chapter I of book two of the LCSP.

9.4. The entities will publish the specific contracts according to clause 25 of the PCAP.

II. Admission procedure for companies in the SDA

ten Selection and admission procedure

10.1. Admission to the SDA will take place according to the terms indicated in section I of the table of characteristics. This selection and admission procedure, in which any interested entrepreneur may present a proposal, excluding any negotiation of the terms of the contract, it will be carried out as indicated in this tenth clause and the following ones. This tender is carried out according to the provisions of articles 224 and 225 LCSP.

Companies may apply for participation in one or more of the categories into which, if applicable, the SDA is divided.

The selection or admission procedure for SDA companies is as follows:

1.- The procurement board will qualify the general documentation of the bidders: personality, ability to work, qualification, economic-financial solvency, technical and the rest of the required documentation.

In this way, the first list of bidders admitted to the SDA will be established, which due to the nature of this type of system may be expanded successively whenever there are new requests from companies that meet the requirements of admission established, in this way, we will have a varied number of bidders who will provide us with a wide range of offers with which we will obtain better value for money for the supplies and services demanded.

Any operator who wishes can participate in the system, without a maximum number, by submitting an application for membership that expressly states:

- That meets and accepts the approved capacity and solvency conditions, the predetermined selection criteria, as well as the other conditions established in the contractual documents.
- That you want to adhere to the SDA to participate in the acquisitions and benefits that derive from this SDA.

To be part of the SDA, all bidders who meet the admission criteria established in the table of characteristics will be admitted, without limiting the maximum number of candidates to be admitted. In the event that categories have been established within the SDA, specific selection criteria may be set for each category and within each category all companies that comply with these criteria will be admitted.

The admission agreement must be adopted by the Contracting Authority of the CSUC, with the proposal of the recruitment board and its acceptance or rejection will be communicated within ten working days, extendable to fifteen days from from its reception.

As provided for in the first clause of this tender, companies may be presented throughout the entire validity of the SDA. These new admissions of companies in the SDA will be resolved in the first ten days, extendable to 15, of the months of March, June, September and December and when the CSUC considers it appropriate to open approvals. The fact of being admitted to the SDA only implies the right to receive by electronic or telematic means invitations to participate in future specific contracts within the framework of the system, for those categories in which you have been admitted.

The CSUC will keep up-to-date a list of approved companies, with the additional software and services they offer and the manufacturer's certification.

The submission for admission to the SDA implies the unconditional acceptance by the tenderer of the content of all the clauses or conditions, without possible exception or reservation, as determined in article 139.1 LCSP.

Selected companies may deregister from the system at any time provided that a representative of the company with sufficient powers notifies the contracting authority in good faith by electronic means.

2.- Only bidders admitted to the system at the time of starting the specific procurement may participate in the specific procurement procedure.

The frequency of specific contracts will depend on the needs of the Contracting Authorities. All employers admitted to the SDA will be invited simultaneously to the presentation of offers, specifying the date and time of commencement.

10.2. From the publication of the SDA announcement until it expires, companies will be able to have free, direct and complete access to the tenders and all the documentation in the file.

10.3. The Contracting Authority and the contractor will submit to the obligation of confidentiality of the information referred to in article 133 of the Eleventh LCSP. Proposals: documentation and form of presentation

11.1. Characteristics of the proposals

The proposals will be secret and their presentation will mean the tenderer's unconditional acceptance of the content of the Administrative Clauses and Technical Prescriptions that govern the tender.

Foreign companies must present the administrative documentation officially translated into Spanish or Catalan and with the reliable requirements required by current regulations.

Each tenderer cannot submit more than one proposal for each category. Nor can he subscribe to any proposal in a temporary grouping with other companies if he has done so individually, nor appear in more than one temporary union.

Violation of these premises automatically results in the exclusion of all bids submitted by the same bidder.

11.2. Presentation of proposals

The CSUC will announce the contract tender in its contractor profile (https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=205997) and through the public procurement electronic platform.

The submission of proposals and requests for membership for this procedure will be made through the public procurement electronic platform, within the deadline indicated in the announcement. The presentation of the proposal implies the unconditional acceptance by the employer of the content of all the clauses or conditions of this specification, without exception or reservation.

Proposals will be submitted using the electronic bid tool and attaching the documents indicated in Letter U of the characteristics table. In order to submit an offer for a file, the following is necessary:

11.2.1. Completion of the registration form

The completion of the offer registration form must be done before the deadline for submission of offers in the file.

To access the form, you must first search for the tender announcement on the public procurement portal (https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=205997).

Once the file for which you want to submit an offer has been selected, a box will appear on the right side of the screen where you will need to click on the link "Electronic submission of the offer" which will open a new tab with the registration form of offers for the file.

Once the company, registration and contact details have been filled in, click the "Add" button to proceed to the next step.

If the information entered is incorrect, errors appear at the top of the form.

Once the information has been validated, the form disappears and is replaced by a captcha (non-robot validation) and a button to complete registration.

Once the registration is complete, the space is created to make the offer and an email is sent to all the contacts previously entered in the form with the link to be able to activate it.

11.2.2. Presentation of the offer/documentation

The presentation of the offer: the documentation is sent and the presentation is finalized with a proof of presentation of the offer. The data reported by the bidding company in the presentation form, together with the attached files, are sent to the corresponding contracting body through the PSCP, leaving evidence of receipt in the Corporate Registry of the Generalitat (S@rcat) o Registration integrated with the MUX of the AOC Consortium. Bidders may attach a compressed file containing as many documents as necessary up to a maximum of 10 MB total per bid. At least one document must be attached. The most common document formats are accepted (pdf, zip, etc...) Once the offer has been sent correctly, the bidding companies receive the proof of presentation, signed electronically by the PSCP, with the details of the offer and the check-in number, date and time.

11.2.3. Amendments to the submitted documentation

In the event that the procurement body has identified defects that can be corrected in the offer, it must ask for clarifications or supporting documentation (in the event of a successful tenderer), it may open an amendment/clarification/supporting documentation for an offer within a period. In these cases, the company will receive an automatic email to the address provided in the offer submission form. This email indicates the reason for the amendment/clarification/supporting documentation and the link from which you must attach the required documentation.

11.3. Documents of the tendering companies of a confidential nature

In order to protect certain information provided by the companies, given their special characteristics, and without violating the principles of publicity and transparency, bidders must identify the documentation or information they consider to be confidential.

The confidential nature is limited to documents and information that have a great value or represent an important asset for companies, to be the result of investments in research or knowledge acquired through experience, to represent a strategic value of the advantages competitive with other companies or because it is a certain form of business management.

Generic or absolute declarations of confidentiality will not be accepted and will have no effect. For these purposes, it will be necessary for the tenderer to specify in his declaration which specific documents or parts of them must be considered confidential; the extent to which they must be protected from the knowledge of another bidder; and identify the specific right or legitimate interest that justifies its confidential nature and that, in your case, could be compromised by access to the documentation.

11.4. Writing language of the documents

The administrative documentation required in envelope A for the establishment of the SDA, and the documentation of a qualitative and economic nature required, if applicable, in envelopes B and C in the specific contracts, must be presented in one of the two official languages: Spanish or Catalan.

dozen improvements

Bidders will not be able to offer improvements under the conditions determined in section J.6 of the table of characteristics. If they are accepted, the improvements will be understood as included in the award price, and must be clearly identified in the corresponding envelope.

thirteen Recruitment desk

13.1. At the SDA, the Contracting Board will be made up of the people indicated in section K of the table of characteristics. In the specific contracts, the opportune months will be established by the corresponding contracting bodies.

13.2. With the exception of the President and the members who are assigned the functions corresponding to legal advice and economic and budgetary control, the members and substitutes of the Contracting Board may, for duly justified reasons, delegate their vote to another member or deputy of the Board regardless. In this case, the delegation must be made in writing, and it must be documented in the corresponding meeting minutes.

13.3. The functions of the Contracting Board are those established by the LCSP and its regulatory development.

fourteenth Documentation to present

The personal data of the bidders, obtained by the Administration in this procurement procedure, will be treated by the unit responsible for the processing activity in order to be able

to accredit and check the information provided, related to the Basic Information on protection of bidders' personal data. In the event that, on the occasion of participation in this tender, bidders must communicate personal data, both to incorporate them in their bids, and to certify compliance with the requirements prior to the award, as provided for in articles 6 and 11 of the Organic Law on the protection of personal data and guarantee of digital rights, with respect to the prior informed consent of the persons affected.

Applications for admission will be valid for the entire duration of the SDA. They must be submitted using the electronic submission of offers, as determined in clause eleven, and attaching the documents indicated in letter U of the table of characteristics.

fortnight Evaluation of applications for admission to the SDA

15.1. At the end of the deadline for submission of applications for participation, the recruitment board will evaluate the documentation presented by the tenderers and will automatically reject those who do not provide all the required documentation or who do not comply with the selection criteria set out in this specification.

In the event that there are bidders whose documentation had been submitted with defects or omissions considered correctable, interested parties will be notified via the platform, the possibility of correcting it within a maximum period of 3 working days, counting from its communication, if they do not do so, they will be excluded from the SDA.

The procurement board may ask the tenderers for the clarifications they need about the certificates and documents presented or require them to present additional ones. In this case, the bidders will have a period of five (5) calendar days, without which they can present themselves after the bids have been declared accepted, in accordance with article 22 of the RGLCAP.

Once the defects in the submitted documentation have been corrected, if applicable, the procurement board will evaluate and propose the companies selected to be part of the SDA and those excluded to the procurement body as well as, where appropriate, the causes of exclusion

The evaluation of the requests will be carried out within the terms established in section I of the table of characteristics.

15.2. Requests for participation can be received throughout the duration of the SDA. The evaluation of the requests will be carried out within the terms established in section I of the table of characteristics.

sixteenth Admission of companies Dynamic Acquisition System

16.1. Once the contracting board proposes to the contracting body the admission or exclusion of companies in the Dynamic Acquisition System, the contracting body will declare the admission or exclusion of companies in the SDA, as well as the reasons for exclusion. This decision will be notified to each candidate and will also be posted on the CSUC contractor profile.

This same process will be repeated throughout the validity of the SDA as many times as participation requests are received or grouped in the months defined in this PCAP.

16.2. Reasons for non-acceptance of applications for participation in the SDA

Participation requests will not be accepted:

- Those presented simultaneously by the same company or by an individual entrepreneur for the same category.
- Those presented in a temporary union with other companies when one or more of the companies that make it up have also submitted a joint candidacy that is part of another temporary union for the same category.
- Presentation of different participation requests by related bidders in which one exercises effective control over the other, by having a large majority in the participation of its capital. However, if the tie-up occurs before the end of the deadline for submission of participation requests, the offer determined by common agreement between the aforementioned companies may be replaced. Related companies will be those that are in any of the cases of article 42 of the Commercial Code.
- Those that are not signed by the corresponding representative(s), and have not been amended within the corresponding period.
- Do not submit the required administrative documentation in time and form, unless this is considered a defect or error that can be corrected by the Assistance Body.
- The documentation presented does not meet the requirements of this set of terms and conditions.
- They have not corrected within the period granted for this purpose, the defects or correctable errors observed in the previous qualification of the documents by the Assistance Body.

In the case of non-admitted companies, they may reapply for admission once 30 days have passed from the date of communication of the non-admission agreement, but their admission, requirements and procedures will be those that are determined in the fifteenth and corresponding clause of this contract.

Seventeen Warranty and warranty period

17.1. Establishment of guarantees.In accordance with the provisions in section G of the table of characteristics.

17.2. Warranty term.In accordance with the provisions in section M of the table of characteristics.

eighteenth Award and notification

18.1. The decision on admission to the SDA will be made within the terms provided for in article 225 LCSP and as determined in clause nineteen.

18.2. Decision not to award or conclude the contract and withdrawal of the award procedure by the Administration. The procurement body may withdraw from the award procedure or decide not to award or conclude a contract for which the corresponding call has been made, and will notify the bidders, and will publish it in the Official Journal of the European Union.

The decision not to award or conclude the contract or to withdraw from the procedure may be agreed upon by the contracting body before the admission decision, and if applicable, formalization.

The decision not to award or conclude the contract can only be adopted for reasons of public interest duly justified in the file. In this case, a new tender for its object may not be promoted as long as the reasons alleged to justify the decision remain.

The withdrawal of the procedure must be based on a non-amendable violation of the contract preparation rules or of the rules governing the award procedure, with the concurrence of the cause having to be justified in the file. Withdrawal will not prevent the immediate initiation of a bidding procedure.

18.3. Declaration of the desert SDA. The contracting body may declare the SDA or one of its categories void, with reasons, when no candidate meets the selection criteria set out in the tender. In the event that a category of the SDA becomes vacant, this category will remain active so that the admission of companies may be possible later as regulated in the fifteenth clause of this document.

nineteen Formalization through the admission decision

19.1 The admission of the tenderer to the SDA once the documentation provided in envelope A has been verified, and if applicable, with the relevant amendments will be resolved by the

contracting body. In the event that the resolution is negative, considering the non-compliance with the conditions that allow admission, it will also be resolved and notified by the contracting body itself.

19.2. The notification must contain, in any case, the necessary information that allows the excluded tenderer or discarded candidate, to file a sufficiently substantiated appeal against the admission decision, and in particular a summary statement of the reasons why their application has been rejected admission

19.3. The notification will be made via platform to the email address that the bidders have designated when submitting their proposals. In addition, the admission and non-admission decisions of the candidates will be published in an aggregated form on the hiring profile.

19.4. The notification of the resolution and its subsequent publication is considered formalization and will be executed subject to the clauses of this specification and in accordance with the instructions given to the contractor by the CSUC contract manager to interpret it.

twenty Return of documentation

Not applicable.

twenty one Update of the SDA

The SDA can be updated with regard to the data provided by the companies and when the update is necessary in the execution phase; as well as the data of the companies that apply for admission in categories that had not been submitted. The update of data will only be valid for the purposes of the entities when it has been authorized by the contracting body of the CSUC or its dependent bodies.

III. Bidding and awarding of specific contracts

twenty dozen General tendering criteria for specific contracts

Admission to the SDA does not entitle you to the provision of software or the provision of services. This supply or provision of services will occur in the event that the tenderer is awarded a specific contract.

The recipient institutions of the SDA will tender, under the auspices of a specific contract, the supplies and services subject to this SDA under the conditions detailed in this clause, following and concordant.

Once the SDA has been established, the corresponding tenders may be called which will be processed in accordance with the provisions of the application regulations, the administrative clauses and technical prescriptions and the procurement regulations of the tendering entity of the specific contract.

Each contract that is intended to be awarded within the framework of an SDA must be the subject of a tender.

The award of specific contracts may be made, at the discretion of the Entity and with the limitations established in section J of the table of characteristics.

The specific contracts will be executed subject to the administrative specifications and technical specifications and in accordance with the instructions given to the contractor for their interpretation.

twenty-thirteen Invitations to specific contracts

Once the companies have been admitted to the SDA, the procurement body may proceed to process the specific contracts referred to in article 226 LCSP, subject to following the procedures detailed in this clause.

The Contracting Authority will invite all the companies admitted to that category, which are accredited for the distribution of the software and/or provision of the services subject to the specific, to present an offer through a tender, subject to the provisions of the arts. 162.4, 163.2 and 226.2 LCSP, as long as the tender amount is greater than €50,000.00, excluding VAT. In the invitations to participate, companies will be given instructions on the requirements for submitting bids. If it is the case for the tender of the specific contract, tenderers will be given a specific set of administrative clauses and a set of specific technical prescriptions, annexed to the invitations, which will include the basic data of the tender and the mandatory technical characteristics.

For specific contracts of less than €50,000.00, VAT excluded, at least one of the companies accredited for the distribution of the software and/or provision of the services subject to the specific contract may be invited.

The deadline for the submission of offers will be five working days, counted from the date of sending the written invitation (this deadline may be extended if so indicated in each tender).

The bidding for specific contracts will be structured as follows:

- 1) presentation of offers
- 2) assessment criteria
- 3) adjudication

Up to €50,000 it will be necessary to invite at least one selected company. From €50,000, all selected companies will be invited, except for cases of exclusive rights, in order to choose the most economically advantageous offer and the specific contracts will be awarded, in accordance with the evaluation criteria fixed in the specific procurement.

In the call for this tender, the deadlines and evaluation criteria for the specific contract provided for in this PCAP will be announced.

23.1 Invitation to tender

Depending on the established award criteria, the tender for the specific contract can be processed as an electronic offer, in a digital envelope or in the electronic tool that the tenderer of the specific tender decides. The offers will be submitted following the instructions attached to the invitation given to the bidder, and will be made in PDF format by means of an electronic offer, digital envelope, or in the electronic tool and format indicated in the invitation.

In accordance with the provisions of article 226.4 in relation to article 167 letter e) of the LCSP, bids that do not conform to the provisions of the specifications will be considered irregular or unacceptable, those that have been submitted outside deadline, those that show signs of collusion or corruption, those that do not comply with the maximum and/or minimum prices and/or amounts indicated in the invitation to the specific contract or those whose price exceeds the basic tender budget. The procurement body, when approving the tender for the specific contracts, will indicate the expected consumption of each of the products subject to tender, prior study of their needs and prior credit certification and approval of the expenditure, referenced to the specific file in the framework of the SDA, for a maximum amount calculated based on budget availability,

23.2 Documentation of the specific contract invitation

Invitations of up to €50,000 will include at least the tender budget (VAT excluded).

Invitations over €50,000 will include, at least:

- Maximum tender budget (VAT excluded)
- Estimated Contract Value (excluding VAT) which will include the amount of the maximum tender budget and the amount of any modifications and extensions.

- Contracting body of the specific contract.
- Designation of the Recruitment Board, when the convening entity considers it suitable.
- Evaluation criteria of the offer
- Participating entities.
- Duration of the specific contract
- Estimated data for the calculation of the valuation (those appropriate for the tender lot/s)
- Deadline for submission of offers.
- Bid opening date.

The quantifiable offer through value judgment or application of formulas will be presented following the instructions attached to the invitation or administrative clauses package delivered to the bidders.

The financial proposal, duly signed and dated, must conform to the official model that will be attached as an annex to each tender.

The economic offer shall be understood as excluding VAT and including for all purposes other taxes, levies, fees and fees of any kind that may be applicable, as well as all expenses incurred by the successful tenderer , as a result of the fulfillment of the obligations provided for in the specific tender.

Each tenderer may only present one financial offer, financial proposals for an amount higher than the previously approved budget not being accepted.

In the event of a discrepancy between the amount entered in figures and the amount entered in letters, the amount entered in letters will prevail.

Those proposals that contain omissions or errors that prevent clear knowledge of everything that the Contracting Authority deems essential for the offer will not be accepted.

23.3 Content of the offer

To be determined by each bidding entity.

23.4 Opening of the offer

Up to €50,000, the offer requester will open the offer or offers received.

From €50,000, the applicant for the offer or the procurement desk, if applicable, will proceed at the place, date and time indicated in the invitation to the count of proposals submitted, will give knowledge of the number of proposals submitted and the name of the bidders.

If a single award criterion or several award criteria have been established that all respond to the same type of valuation, that is to say, all of them subject to a value judgment or all of them automatically quantifiable, on the day, place and time indicated in the tender announcement, the act of opening the envelopes presented by the tenderers will take place.

If award criteria have been established based on a value judgment together with automatically quantifiable criteria, the private opening ceremony will take place on the day, place and time indicated in the tender announcement of the subjectively evaluable envelopes presented by the bidders.

Afterwards, a new event will be held, in which the score obtained by each of the companies will be announced with respect to the valuation criteria that depend on a value judgment, and then the envelopes C presented by the companies will be opened companies

In the event that any economic offer of the categories or subcategories exceeded the price/output amount/maximum published in the invitation of the specific contract, was lower than the minimum price published in the invitation, did not comply with the compensation margin for output surpluses, resulted in an error manifest, or if there is recognition by the tenderer that it suffers from an error or inconsistency that makes it unviable, the proposal will be rejected by the Contracting Board in a reasoned resolution. The change or omission of some words in the economic offer model, as long as the meaning is not altered, will not be sufficient cause for the rejection of the proposal. Likewise, the proposals presented by groups of companies must be signed by the representatives of the companies.

23.5 Evaluation of offers

The offers presented by the bidders will be assessed by the services dependent on the Contracting Authority or the Contracting Board, if it has been appointed, in accordance with the specialties indicated (to be determined) criteria set out in the invitation or contract particular administrative clauses of each specific procedure.

23.6. Tie-breaking criteria in the classification of offers

In the event that several bidding companies tie in the scoring of their bids, the tie-breaking criteria in section J.4 will apply. of the characteristics table for the classification of the offers.

twenty-four Awarding of specific contracts

The dependent services of the contracting body or the contracting board, if it had been designated, will analyze the tenders offered and make the proposal to the contracting body that will agree the award in favor of the tenderer who makes the offer with the best value for money, in accordance with the evaluation criteria of the specific contract.

Before the award, if applicable, the tenderer will be required to present the documentation linked to the fulfillment of special conditions of execution and any other required for the formalization of the contract.

Up to €50,000 the acceptance of the offer by the applicant acting on behalf of the entity requesting the supply will be sufficient title to award the specific tender. The document awarding or acceptance of the offer will be published on the contractor's profile.

From €50,000, the award must be motivated and will be notified to the bidding companies and, simultaneously, will be published on their Contractor Profile.

The notification must contain, in any case, the necessary information that allows the excluded bidding company or the discarded candidate to file a sufficiently substantiated appeal against the award decision. In particular, it will express the classification of offers, with determination of the winning offer.

Notwithstanding the provisions of art. 152 LCSP, the Contracting Authority will not be able to declare the tender void when there is any offer or proposal that is admissible, in accordance with the criteria listed in this specification and the tender for the specific contract that corresponds.

In the event that, after following the procedure provided for in the invitation or in the PCAP, no bid has been submitted, or the bids are not admissible in accordance with the criteria listed in the tender, the The procurement body, at the proposal of the management unit that processes the specific contract, or if applicable, of the procurement board, will declare the tender void and may choose between:

1. Summon a new specific contract.
2. Award the contract through a negotiated procedure, in accordance with the provisions of art. 168.a) LCSP and in article 7 of Decree Law 3/2016, provided that the initial conditions of the contract are not substantially modified.

twenty five Formalization of specific contracts

25.1 The CSUC will not be responsible under any circumstances for the rights and obligations that for the affiliated entities derive from the SDA and the corresponding specific contracts.

25.2 The Contracting Authority or authorized person will issue a Decision on the Award of the reference contract and pursuant to what is established in article 153 of the LCSP, in the case of specific contracts within an SDA, it will not be necessary to formalization of the contract. When the amount is less than €50,000 it can be considered that the Award Resolution will be the acceptance of the offer by the petitioner/authorized and the specific tender is considered perfected. When the amount is equal to or greater than €50,000, it will be formalized through a contract.

Specific contracts within the framework of an SDA are perfected with the Award Resolution or through a contract, becoming an essential requirement to be able to start their execution. Pursuant to the provisions of article 226 LCSP, the notification to non-awardees of the specific contract will be made through the procurement platform.

25.3 The contracting body will publish quarterly the specific contracts already perfected, individually or grouped, in the contractor profile, within 30 days following the end of each quarter, in the manner provided for in article 154.4 LCSP.

This report will contain at least the information that the LCSP establishes for minor contracts (art. 64.3 of the LCSP): object, duration, the award amount, including VAT, and the identity of the successful tenderer, ordering- contracts for the identity of the successful bidder.

25.4 In the event of formalization, the specific contract will be formalized without the parties being able to introduce substantial modifications with respect to the terms established in these Specifications or the conditions that governed the tendering of the specific contract. In the specific contract, the date of commencement of its validity will be determined expressly.

25.5 Both the SDA and its specific contracts will be executed subject to the clauses of this specification and those of the technical prescriptions and in accordance with the instructions given by the Administration to the contracting company for their interpretation.

IV. Rights and obligations for companies admitted to the SDA and those awarded specific contracts

twenty-six Rights and obligations of admitted companies

26.1. Admitted companies will be subject to the generic obligations established by the applicable legislation, the specifications (administrative and technical prescriptions) and, in particular, will remain obliged to execute the SDA and the specific contracts subject to their clauses and in accordance with the instructions given to the contractor responsible for the contract for its interpretation.

26.2. The supplier must respond to all those controls that derive from laws, rules or decrees of an official nature and of a European, state or regional level, which are in force during the contract and which apply to it.

26.3. Participation in the system will be free for companies, who will not have to bear any expenses.

The companies awarded the specific contracts will pay the general expenses, the taxes, the cost of raising the contract to a public deed, as well as all the licenses, authorizations and permits necessary to properly execute and deliver the goods and services that are the subject of the supply. Also, they will be obliged to meet all the expenses that the company has to carry out for the fulfillment of the specific contracts of the SDA, such as general, financial, insurance, transport and travel, materials, facilities, staff fees at your expense, for verification and testing, fees and all types of taxes, VAT,

26.4. In addition to the general obligations derived from the legal regime of the contract, and those foreseen in each case in the PPT, the following are specific obligations of the contractor:

Twenty-seventh Labor or social obligations

The contractor is obliged to comply, under his responsibility, with the provisions in force on labor relations, Social Security and any other generally applicable.

Failure to comply with these labor or social obligations by the successful tenderer, or the violation of the provisions on safety and hygiene at work, will not entail any type of responsibility for the CSUC or for the entities receiving the benefits

Twenty-eighth Prevention of occupational risks

The contractor must fulfill all the obligations that as a company, regardless of its contractual relationship with the recipient of the service, apply to it in matters of health and safety at work, in accordance with the regulations on the prevention of current occupational risks and their development regulations, and especially those relating to the coordination of business activities facilitating the documentation required by each of the entities.

The contractor will identify and evaluate the occupational risks associated with the activity that is the subject of the contract and must adopt the corresponding preventive measures and establish and facilitate the necessary means of protection for their correct execution, as well as inform the CSUC, d in accordance with current regulations.

Twenty-ninth Defective execution and delay

The contractor is obliged to fulfill the contract within the set total term and the indicated partial terms, for its successive execution. It is also obliged to comply with the service level agreements established in the guidelines for this tender.

If, at the end of a term, the contractor has incurred a delay due to causes attributable to him or defective execution, the entities receiving the services may choose, without distinction, to terminate the contract or impose the penalties set out in the PCAP and, in the PPT or fixed in the specific contract, without the need for prior notification of default.

The entities receiving the benefits will have the same rights, when they reasonably presume that as a result of the delay, the contractor cannot complete the delivery period of a phase or the total delivery period.

The amount of the penalties does not exclude the compensation for damages to which the entities receiving the benefits may be entitled, caused by the contractor's delay.

If during the execution of the service the existence of vices or defects in the work carried out is proven, the entities receiving the services will have the right to claim the amendment of those that are inadequate.

The entities receiving the services will determine if the service performed by the contractor conforms to the prescriptions established for its execution and compliance, requiring, where appropriate, the performance of the contracted services and the correction of defects observed on occasion from the reception. If the work carried out does not correspond to the service contracted, as a result of defects or defects attributable to the contractor, he may reject the same being exempt from the payment obligation or having the right, where appropriate, to recover the price satisfied.

thirty Duty of confidentiality

The companies selected in the SDA and the awardees of the specific contracts of this SDA are obliged to comply with what is established in the twenty-fifth additional provision of the LCSP and the LOPD and the RLOPD, in relation to personal data to which they have access during the validity of the SDA and the specific contracts.

The provider undertakes not to disseminate and to keep absolutely secret all the information to which it has access for the provision of services and to supply it only to personnel authorized by users.

The supplier is obliged to maintain absolute confidentiality and reserve any data that he may know as a result of participation in this tender, or, on the occasion of the fulfillment of the contract, especially those of a personal nature, which may not be copied or used as purposes other than those for which the information is intended.

The supplier will be responsible for any breaches of the duty of confidentiality that may occur on the part of the personnel under its charge. It is also required to apply the necessary measures to guarantee the effectiveness of the principles of least privilege and need to know, by the personnel participating in the development of the contract.

The supplier will inform its staff in charge of carrying out contract execution tasks, and the rest of the staff who may directly or indirectly have access to the information, documents and data, of their obligation to respect their confidential nature and to keep professional secrecy.

The supplier will immediately inform the CSUC of any fact or incident that may affect the confidential nature of the information, documents and data, whether it occurs as a result of errors or incidents in the information systems (intrusions, loss of information, unauthorized access, etc.), as by the actions of its staff, as by third parties

thirty one Protection of personal information

31.1. The bidding companies are obliged to treat in accordance with the legislation on the protection of personal data those personal data that they may have to manage in order to prepare their offers. In particular, the bidders will become Responsible for the treatment of the use they make of the personal data of CSUC workers and the entities that participate in the SDA to which they have access due to their interest in the tender, oblige themselves to use this data solely for the tasks related to the preparation of their offer and to inform the interested parties in the terms described in article 14 of the RGPD.

31.2. Bidders will include in their offer the minimum personal data to meet the requirements of the tender. The CSUC will become Responsible for the treatment of the use it makes of this data. The tenderer will inform the interested parties of this data communication, according to

the terms established in the RGPD, and will provide the interested parties with the following information in relation to the processing of personal data that will be carried out by the CSUC as a result of the data communication:

- Responsible for the treatment: CSUC and the entities participating in the tender.
- Purpose: to develop the CSUC's administrative procurement files in the terms defined by the legal regime of the contract. Personal data will be kept exclusively during the periods provided for the purpose by law.
- Legitimation: legal obligation. Compliance with the requirements of the Public Sector Contracts Law derived from the submission of an offer to the open tender by the CSUC.
- Categories of personal data that are communicated: contact data (name, surname, email, telephone and position)
- Recipients: the CSUC and entities participating in the tender. Other recipients due to legal obligation or solely to carry out actions related to the purpose of data communication.
- Rights: Rights may be exercised before the CSUC and/or the entity participating in the tender.

31.3. The successful bidders may not apply or use the personal data to which they have access for purposes other than those of the object of the contract and necessary for its execution. Nor will they be able to communicate them to third parties, not even for their preservation.

31.4. Once the specific contract has been executed, the successful bidders must return to the contracting entity, in accordance with what is legally established or the instructions it transmits at that time, the personal data that have been processed during its validity, together with the supports or documents that contain any personal data.

31.5. In the event that any legal provision requires the preservation of the data, or part of them, the awardees must preserve them, properly blocked, to prevent access and processing to the extent that they may arise responsibilities of their relationship with the contracting entity.

31.6. Failure to comply with what is established in the previous sections may result in the awardee being considered responsible for the treatment for the purposes of applying the sanctioning and liability regime provided for in the data protection regulations.

31.7. Should the specific contracts in this SDA involve the processing of personal data by the awardees, the data protection clauses associated with the personal data processing assignment will be detailed in the specific tenders in this SDA.

In the event that specific data protection clauses are not provided together with the invitation or the set of administrative clauses and which, therefore, form part of the contract, The successful tenderer undertakes to sign within 15 days of award of the contract the document

relating to these the specific data protection clauses with each of the entities participating in the tender.

The service may not be started by the Awardee to the participating entity until the formalization of the document relating to the specific data protection clauses, nor the collection of the associated service provision. The non-signature of the document may imply the termination of the contract in relation to the participating entity with which the signature has not been formalized.

The document relating to the specific data protection clauses will be the own of each entity and will have to comply with the directives for the drawing up of contracts between managers and data processors, drawn up by the AEPD, as well as other aspects derived from the data protection regulations that require its inclusion in the clauses of the cited document, such as the standard contractual clauses for the international transfer of personal data established by the European Commission and the provision of appropriate guarantees.

Reference:

- <https://www.aepd.es/sites/default/files/2019-10/guia-directrices-contratos.pdf>
- <https://www.aepd.es/es/derechos-y-deberes/cumple-tus-deberes/medidas-de-cumplimiento/transferencias-internacionales>

thirty dozen Compensation for damages

The contractor will be obliged to indemnify the entities receiving the supplies or services for the damages they suffer as a result of a breach of contract attributable to the contractor, provided that there is a causal link between their action or omission or the fact that it is imputable, and the damage or harm caused.

The contractor will not respond in cases of force majeure or other impediment that is unforeseeable or unavoidable.

The contractor will be responsible for the work carried out by his collaborators and subcontractors, will execute the contract at his own risk, and will be obliged to indemnify all damages caused to third parties as a result of the operations that the execution requires of the contract, except in the event that the damages are caused as an immediate and direct consequence of an order from any of the entities receiving the benefits.

thirty-three Insurance

The contractor must have a civil liability insurance policy that covers bodily, material, consequential and pure economic damages caused by action or omission to third parties during the exercise of their activity. For the appropriate evidentiary purposes, it will be necessary to provide a policy and a bank receipt certifying the payment of the annuity corresponding to the current year.

The minimum insured capital required to bid in this competition is 300,000 euros per claim per year, with a sublimit of 150,000 euros for pure property claims.

The insurance must provide coverage during the term of the contract, with the contractor assuming the payment of the policy premium and having to certify to the CSUC, annually and during the term of the contract, the annual renewal of the policy and the premium payment.

thirty-four Ethical principles and rules of conduct

34.1 Bidders and contractors will adopt ethically exemplary conduct and act to avoid corruption in any of its possible forms.

34.2 In this sense, and aside from those other duties linked to the principle of action mentioned in the previous point, derived from the ethical principles and rules of conduct to which bidders and contractors must adapt their activity, assume in particular the following obligations:

- a) Immediately notify the contracting body of possible conflict of interest situations.
- b) Not to request, directly or indirectly, that a public office or employee influence the award of the contract.
- c) Not to offer or facilitate personal or material advantages to public officials or employees, neither for them nor for people linked to their family or social environment.
- d) Not to carry out any other action that may violate the principles of equal opportunities and free competition.
- e) Do not carry out actions that put the public interest at risk.
- f) Respect the principles of free market and competitive competition, and refrain from conduct that has as its object or may have the effect of preventing, restricting or distorting competition, such as collusive behavior or fraudulent competition (back-up offers, removal of offers, allocation of markets, rotation of offers, etc.). Likewise, report any act or conduct aimed at those purposes and related to the tender or contract of which he was aware.
- g) Not to use confidential information, known through the contract, to obtain, directly or indirectly, an advantage or financial benefit in one's own interest.
- h) Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services contracted.

- i) Collaborate with the contracting body in the actions it carries out to monitor and/or evaluate the fulfillment of the contract, particularly by providing the information requested for these purposes.
- j) Report acts of which he is aware and which may lead to a breach of the obligations contained in this clause.
- k) The rest of those provided for in the Code of principles and recommended conduct in public procurement approved by the Government of the Generalitat of Catalonia, in all that is applicable to tenderers.

34.3 Failure to comply with any of the obligations contained in the previous section 2 by the bidders or the contractors will be grounds for termination of the contract, without prejudice to those other possible consequences provided for in current legislation.

34.4. This procurement is subject to the principles of socially responsible public procurement of electronic products, consequently the successful tenderer, using his influence, must ensure that the production conditions and the distribution chain are carried out according to the rules and labor and environmental standards, occupational health and safety, non-discrimination and prohibition of the exploitation of child labor, etc. which appear in the fundamental conventions and declarations of the OIT and the Universal Declaration of Human Rights of the UN, with respect to international labor rights and the applicable national norms.

thirty five Special rules regarding the contractor's labor staff

35.1. The contractor is solely responsible for the selection of personnel who, meeting the qualification and experience requirements required in the specifications (in the event that specific qualification and experience requirements are established), will form part of the work team assigned to the execution of the contract, without prejudice to the contractor's verification of compliance with those requirements.

The contractor will ensure stability in the work team and that the variations in its composition are punctual and obey justified reasons, with a view to not altering the proper functioning of the service (when there are reasons that justify this requirement), informing at all times of the variations.

35.2. The contractor undertakes the obligation to exercise in a real, effective and continuous manner, over the staff members of the work team in charge of the execution of the contract, the power of direction inherent in every employer. In particular, it will assume the negotiation and payment of wages, the granting of permits, licenses and holidays, the replacement of workers in cases of leave or absence, the legal obligations in the field of Social Security, including the payment of contributions and the payment of benefits, when applicable, the legal obligations in terms of occupational risk prevention, the exercise of disciplinary authority, as well as how

many rights and obligations derive from the contractual relationship between employee and employer.

The contractor's staff will depend solely and exclusively on the latter, who will have all the inherent rights and obligations as an employer, and in no case will the CSUC or the entities receiving the benefits be responsible for the obligations arising between the successful tenderer and the its workers as a direct and indirect consequence of the provision of the contracted service.

35.3. The contractor will especially ensure that the workers assigned to the execution of the contract carry out their activity without going beyond the scope of the functions performed with respect to the activity defined in the specifications as the object of the contract.

35.4. The contractor will be obliged to execute the contract in its own premises or facilities unless, exceptionally, it is authorized to provide its services in the premises of bodies, organizations and entities that are part of the public sector. In this case, the personnel of the contractor company will occupy work spaces different from those occupied by public employees. It is also up to the contracting company to ensure compliance with this obligation. In clause 5.1. of the PCAP, the need for the execution of the contract to be provided in the offices of the entities that are part of the public sector is motivated.

35.5. The contractor must designate a single manager in the execution of the SDA and also the person(s) who will act as manager(s) of each entity in the execution of the specific contract(s) in case to be adjudicated.

The CSUC, at the behest of those responsible for the contract, is authorized to demand, at any time, and through communication by email, the change of the person who will act as sole manager or the people who will act as managers or as interlocutors of the Customer Service for specific contracts that can be formalized.

The contractor must appoint at least one technical coordinator or manager, integrated into his own staff, who will have the following obligations:

- a) Act as the contractor's interlocutor vis-à-vis the contracting entity, channeling communication between the contracting company and the staff members of the work team attached to the contract, on the one hand, and the contracting entity, on the other , in all matters related to the execution of the contract.
- b) Distribute the work among the staff in charge of the execution of the contract and give them the orders and work instructions that are necessary in relation to the provision of the contracted service.
- c) Supervise the correct performance by the staff members of the work team of the functions entrusted to them, as well as control the attendance of the aforementioned staff at the workplace.

- d) Organize the vacation regime of the staff assigned to the execution of the contract, having to coordinate properly with the contracting company, in order not to alter the proper functioning of the service.
- e) Inform the contracting entity about occasional or permanent changes in the composition of the work team assigned to the execution of the contract.

35.6. Upon the termination of this contract, the persons who have carried out the work covered by the contract as staff of the CSUC or of the entities receiving the benefits may not be consolidated under any circumstances.

35.7 When, for the provision of the service, the supplier's personnel must access the facilities of the CSUC or another entity, it will be necessary to adapt to the regulations, schedules and protocols thereof.

thirty-six Intellectual property rights

The contractor assigns the right of use to the contracting entities and is responsible for obtaining the mandatory authorizations for such assignment. Failure to comply with this obligation will result in the termination of the contract.

thirty-seven Use of the corporate image of contracting entities

The contractor, with regard to the commercial use of the corporate image of the participating institutions, will be required to request authorization for use, and may not incorporate in its commercial information any logo or sign that directly identifies the participating institutions except for express authorization issued by the competent body of the institutions.

thirty-eighth Modification of the contractor's eligibility conditions

During the validity of the SDA and when applicable, of the specific contracts, the contractor must communicate, within a maximum period of five (5) working days, the variations that affect his aptitudes to contract with the Administration relating to his ability to to work, prohibition to contract and solvency.

In cases of merger of companies in which the contracting company participates, the current SDA will continue with the absorbing entity or with the entity resulting from the merger, which will be subrogated in all rights and obligations derived from it.

In the event of spin-off, contribution or transfer of companies or branches of activity thereof, the SDA or the specific contract with the entity to which the SDA is attributed will continue, which will be subrogated in rights and obligations derived from the same, as long as it has the

solvency required when the award was agreed or that the various companies benefiting from the aforementioned operations and, in case of subsisting, the company from which the assets, companies or segregated branches come, take responsibility jointly with that of the execution of the SDA. If the subrogation could not take place because the entity to which the contract is awarded does not meet the necessary solvency conditions, the contract will be terminated, generally considered as a case of termination due to the fault of the successful bidder.

In order for the succession in the person of the contractor due to merger, absorption, spin-off, contribution or transfer of company or branch of activity to have the intended effects, it will be necessary to process a contract modification.

thirty-ninth Obligations derived from sectoral provisions

The contractor remains obliged to comply with the provisions in force in the field of tax, labor, social, safety and hygiene legislation at work, social integration of people with disabilities, equal opportunities between men and women, protection of personal and environmental data, as well as full compliance with all the obligations imposed on it by sector regulations.

The CSUC and the participating institutions are exonerated from any type of responsibility arising from the breach by the contractor of the obligations imposed on him by the aforementioned legislation.

During the validity of the SDA and the specific contracts, the procurement body of the CSUC or the specific contracts may require the contracting company to provide documentary evidence of compliance with the aforementioned obligations.

quarantine Effects of breach of obligations

Any serious breach by the successful tenderer of the obligations provided for in clauses 27 to 39, and in particular any breach of the prescriptions relating to security and data protection, will constitute a very serious breach for the purposes of the penalties provided for in specifications, as well as sufficient cause for the unilateral termination of the contract by the contracting authority.

V. Provisions relating to the execution of specific contracts

forty one Responsible for specific contracts

In accordance with section S of the table of characteristics.

forty dozen Penalties for non-compliance

42.1. The contractor is responsible for the services subject to the contract being provided within the agreed time, place and with the characteristics and requirements established in the specifications. He is exempt from responsibility in cases of force majeure that can be justified.

42.2. Breach of the contract will be penalized in accordance with what is provided in section O of the table of characteristics.

forty-three Reception of benefits

The contract must be executed subject to the provisions of the administrative and technical clauses and the instructions given to the contractor by the contracting authority and the person in charge of the contract.

forty-four Remuneration of the contractor and payment of the price

44.1. The awardee's remuneration will be made up of the award price (breakdown prices of the awardee's economic offer), which will be paid by the entities receiving the services and/or supplies.

In any case, to set the final amount of remuneration (price), it will be necessary to take into account the penalties and regularizations applicable in each period, provided for in the specifications.

44.2. The payment of invoices is foreseen in the form and timing indicated in section X of the table of characteristics and specifically for each category as determined in the sections of this same clause.

44.3. The payment of the contract price will be effective, after presentation, if applicable, of the invoices to the electronic invoice delivery mailbox through the efact.eacat.cat electronic

headquarters. The amount may be applied or payment delayed, in whole or in part, in compensation for the contractor's debts, due to the contract and regardless of the damages that may be claimed. These effects, withholdings and deductions will have to be made through a contradictory file to which the awarding company will have to be heard.

44.4. In the tender for each specific contract, the means of payment that each entity will use during the term of the specific contract will be published in the update of Annex I. The means of payment may be:

- a) Bank transfer to the account designated by the successful tenderer within thirty (30) days from the date of approval of the corresponding invoice.
- b) Bank domicile. In this case, the awarded company will apply a minimum bonus of zero with five percent (0.5%) of the invoice, VAT excluded, or that other higher that is established in its commercial practices.

In the event that the entity receiving the supply wishes to change the method of payment published in the tender for the specific contract, from transfer to direct debit, it may do so by mutual agreement with the company awarded the specific contract. In the event of contractual modifications, if the entering entity wishes to opt for the payment system by direct debit, it may do so by mutual agreement with the awarding company. In both cases, the successful company will apply the minimum bonus indicated for direct debit.

44.5. The price includes all the concepts inherent in the supplies and services provided for in the PCAP, PPT and contract. Consequently, the contractor will not be able to pass on any additional amount during the period in which this contract will be developed.

44.6. Review and update of prices in accordance with what is provided in section L of the table of characteristics.

VI. Modification, assignment, subcontracting, suspension, termination and resolution of the SDA and specific contracts. Cancellation of warranty

forty-five Execution, transfer and modification

45.1. Contract execution conditions. The works subject to the contract will be carried out subject to the stipulations of the PCAP, the PPT and the instructions directed to the contractor.

During the term of the contract, if there are technological, economic or user needs variations, which advise an adaptation of the services initially provided for in the contract, at the request of the CSUC, the successful tenderer will be obliged to incorporate them into the provision of the service contracted, without prejudice to what is established by the regulations in force regarding the modification of contracts.

45.2. Assignment of the contract. In accordance with what is provided in section N of the table of characteristics.

45.3. Outsourcing In accordance with what is provided in section N of the table of characteristics.

45.4. Modification In accordance with what is provided in section R of the table of characteristics.

Forty-sixth Reception and settlement of specific contracts

46.1. The contract must be executed subject to the provisions of the administrative and technical specifications and the instructions given by the contracting authority and the person responsible for the contract.

In accordance with the provisions of article 197 LCSP, the execution of specific contracts will be carried out at the risk and chance of the awarded companies.

46.2. At the end of the contract, after the services have been completed to the satisfaction of the participating entities, an act of conformity and receipt of the same will be carried out, from which the guarantee period provided for in section M of the table of characteristics.

forty-seventh Causes of suspension of the SDA and specific contracts

47.1. The contract may be suspended in the event that the contractor has been sanctioned administratively, and while the sanction does not become final, for a serious infraction in terms of market discipline; in professional matters or in matters of labor integration and equal opportunities and non-discrimination of people with disabilities, or for very serious infractions in social matters including infractions in the matter of occupational risk prevention in accordance with what the regulations in force on infractions and sanctions in the social order, or for infractions in environmental matters.

47.2. The suspension will be agreed by the contracting body, prior to the mandatory hearing procedure.

forty-eighth Resolution of the SDA and specific contracts

48.1. The causes for termination of the contract are those provided for in article 211 of the LCSP, with the application and effects indicated respectively in articles 212 and 213 of the LCSP.

48.2. The following will also be considered as specific causes of termination of the contract:

- The subsequent loss of the requirements to contract with the CSUC.
- Failure to comply with the limitations established in the matter of subcontracting.
- The serious obstruction to the powers of supervision and inspection.
- Non-compliance or serious defective compliance, by the contractor, of any of the obligations provided for in the PCAP, the PPT and the awarded tender.
- Non-compliance, by the contractor, with the execution conditions provided for in the specifications.
- Having been sanctioned, with a firm character, for a serious infraction in terms of market discipline; professional or labor integration and equal opportunities and non-discrimination of people with disabilities, or for very serious infractions in social matters including infractions in the prevention of occupational risks and/or in environmental matters.
- The lack of assignment to the execution of the contract of personal or material means, as well as the lack of infrastructure, sufficient for its execution.
- In general, the manifest lack of veracity of the contents of any of the documents and statements provided in envelopes A, B and C.
- Those expressly provided for in section O of the table of characteristics.

48.3. The resolution of the contract will be agreed by the contracting body.

48.4. In the resolution for culpable breach of the contractor, the guarantee will be confiscated and, in addition, he will have to compensate the CSUC and/or the institutions benefiting from the procurement for the damages caused in excess of the amount of the confiscated guarantee

The determination of the damages that the contractor must compensate will be carried out by the contracting body and will be motivated, taking into account, among other factors, the costs that have been incurred.

48.5. In all cases, the procedure established in current legislation will be followed.

VII. Competent jurisdiction and system of resources

forty-ninth Competent jurisdiction

49.1. The contract that is the subject of this tender has an administrative nature, the nature of a supply contract, and its preparation and award will be governed by the rules of the LCSP relating to supply and service contracts. Its effects, compliance and termination will be governed by what is established in this specification, and for what is not provided for in it, the LCSP will apply and additionally the remaining rules of administrative law will apply and, in the absence of 'this, the rules of private law.

49.2. The contract will be governed by the conditions set out in the administrative and technical documents, which form an integral part of the contract, which, when submitting an offer to the tender, have been expressly accepted by the contractor.

49.3. Ignorance of the administrative and technical specifications, of the economic and technical offers, of the contract, in any of its terms, and of the instructions or other rules that apply in the execution of the agreement will not exempt the contractor from the obligation of its compliance.

49.4. The administrative contentious jurisdiction is the one competent to resolve the litigious issues relating to the preparation and award of the tender and the effects, fulfillment and termination of the contract.

fifty Litigation matters and appeals

50.1. Questions relating to the interpretation, doubts arising from compliance, modification and resolution of the SDA and specific contracts, are resolved by the contracting body and put an end to the administrative process.

50.2. Incidents about the interpretations or doubts of the contract do not interrupt the provision of the service, unless reasons or public interests justify it.

50.3. In relation to the SDA, the following actions may be the subject of the special appeal in matters of discretionary contracting:

- a) The tender announcement, specifications and contractual documents that must govern the procurement.
- b) The procedural acts adopted in the award procedure when they decide, directly or indirectly, on the award, make it impossible to continue the procedure, produce

defenselessness or irreparable damage to legitimate rights. The above circumstances will be considered to be present in the acts of the board or of the contracting body by which the admission or exclusion of offers is agreed.

- c) The award agreements.
- d) The modifications that should have been the subject of a new award.

The deadline for filing the special appeal in matters of public procurement will be fifteen (15) working days, counting from the date of submission of the notification of the disputed act.

The writ of interposition may be presented in the places established in article 16.4 of Law 39/2015 of the common administrative procedure of public administrations. Likewise, it may appear in the register of the contracting body or in that of the competent body for the resolution of the appeal.

The writings presented in registers other than the two mentioned specifically in the previous paragraph, must be communicated to the Court immediately and as quickly as possible.

Once the intention to file the special appeal has been previously announced to the CSUC, the presentation of the letter of appeal must necessarily be made in the registry of this contracting body or in the registry of the Catalan Court of Public Sector Contracts.

Once the special procurement appeal has been filed, if the contested act is the award, the processing of the procurement file will be suspended.

50.4. Before filing the special appeal in matters of recruitment, the persons authorized to file it may request, before the competent body, the adoption of provisional measures.

50.5. In relation to specific contracts, the resource regime will be announced in the start document of each specific tender, being in accordance with the provisions of the LCSP.