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## **Specifications of particular administrative clauses for the tender of the Dynamic Acquisition System for the supply of laboratory material**

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Barcelona, February 13, 2023

**TRANSLATED DOCUMENT FROM THE ORIGINAL WRITTEN IN CATALAN,  
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## Features chart

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### A. Object and qualification of the contract

#### A.1. Object of the contract and categories

**Object:** Centralize the selection of suppliers for the successive supply of laboratory material, chemical products, reagents, products and accessories for biology, geology, medicine, chemistry and the environment, general laboratory material, general instrumentation, auxiliary and electronic laboratory equipment, laboratory, measuring devices, safety and protection equipment and material, laboratory furniture and living beings for experimentation, from the different entities attached to the CSUC purchasing group, attributing the tender to the CSUC and, to the same effect, to the possible entities that want to join after the bidding procedure.

Universities and other entities in the field of teaching and research, once the approval has been made, may contract the indicated supplies with the execution of the consequent specific contracts.

The subjective scope of this SDA is made up of,

1. The entities initially adhered to this contract (hereinafter, Group A) are,
  1. Universitat de Lleida (UdL)
  2. Universitat de Girona (UdG) .
  3. Universitat Rovira i Virgili (URV)
  4. Universitat de Vic-Universitat Central de Catalunya (UVIC-UCC)
  5. Universitat Rey Juan Carlos (URJC)
  6. Institut de Ciències Fotòniques (ICFO)
  7. Institut de Recerca Biomèdica de Lleida (IRBL)
  8. Institut de Bioenginyeria de Catalunya (IBEC)
  9. Institut Català de Recerca de l'Aigua (ICRA)
  10. Institut d'Investigació Biomèdica de Girona (IDIBGI)
  11. Institut d'Investigació Sanitària Pere Virgil (IISPV)
  12. Institut de Recerca Biomèdica de Barcelona (IRBB)
  13. Fundació Institut de Recerca en Energia de Catalunya (IREC)
  14. Fundació Institut de Recerca contra la Leucèmia Josep Carreres (IJC)

15. Institut d'Investigació en Ciències de la Salut Germans Trias i Pujol (IGTP)
16. Fundació Parc Científic de Barcelona (PCB)
17. Fundació Centre de Regulació Genòmica (CRG)
18. Vall D'Hebron Institute Research (VHIR)
19. Centre Tecnològic Forestal de Catalunya (CTFC)
20. Hospital de la Santa Creu i Sant Pau (HSCSP)
21. Centre de Recerca Agrigenòmica (CRAG)
22. Institut Català de Nanociència y Nanotecnologia (ICN2)

The base budget for bidding for these entities is €296,080,000.00, excluding VAT.

2. The entities that may subsequently join in accordance with the procedure established in this PCAP (group B), which are, the entities that meet the requirements established in the internal regulations of the CSUC and the interpretative criteria of its governing bodies, and that at business hours 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 on or linked to universities, higher education centers and institutions attached to the Anella Científica, related in the following link: <https://www.csuc.cat/ca/serveis/institucions-adberides>

The base budget for bidding for these entities is €703,920,000.00 excluding VAT.

These entities can adhere to the SDA following the procedure in section W of the table of characteristics.

The total base budget of the tender is €1,000,000,000, excluding VAT.

**Categories:** The object of the contract is broken down into the following categories:

- Category 1: Supply of chemicals, reagents and products and accessories for biology, geology, medicine, chemistry and the environment
- Category 2: General Laboratory Supply
- Category 3: Supply of general auxiliary and electronic laboratory instrumentation, laboratory equipment and measuring devices
- Category 4: Supply of safety and protection equipment and material
- Category 5: Supply of laboratory furniture
- Category 6: Supply of living beings for experimentation

The entities participate in all categories except the URV which does not participate in category 5, the CTFC which does not participate in categories 5 and 6, the IREC which does not



participate in category 6, the HSCSP which does not participate in categories 1, 2, 4, 5 and 6, the IGTP that does not participate in categories 4, 5 and 6 and the CRAG that does not participate in categories 5 and 6.

Given the variety of goods supplied, the division into categories is made considering the generic types of products. The content of the categories, for indicative and non-exhaustive purposes, is that indicated in Annex I of the technical specifications.

Bidders may apply for one or more categories, each of which is a bidding unit. Admission in each of the categories will be resolved by admission resolution of the contracting body.

## **A.2. Contract qualification**

The SDA and the specific contracts that are formalized will be administrative or private contracts depending on whether the contracting entity is a Public Administration or a Public Sector entity with non-public administration contracting authority (PANAP), respectively. In any case, the contracts will be classified as an administrative supply contract, as established in article 16 of the LCSP.

## **A.3. Code nomenclature of the Common Procurement Vocabulary (CPV)**

The CPV Nomenclature Codes are:

- Category 1: Supply of chemicals and reagents and products and accessories for biology, geology, medicine, chemistry and the environment  
24000000-4 – Chemical products
- Category 2: General Laboratory Supply:  
31000000-6 – Electrical machines, devices, equipment and consumable products  
33000000-0 – Medical, pharmaceutical and personal hygiene equipment and items  
38000000-5 - Laboratory, optical and precision equipment
- Category 3: Supply of general auxiliary and electronic laboratory instrumentation, laboratory equipment and measuring devices  
31000000-6 – Electrical machines, devices, equipment and consumable products  
33000000-0 – Medical, pharmaceutical and personal hygiene equipment and items  
38000000-5 - Laboratory, optical and precision equipment
- Category 4: Supply of safety and protection equipment and material:  
35000000-4 - Security equipment, fire fighting, politics and defense
- Category 5: Supply of laboratory furniture:  
39180000-7 - Laboratory furniture

- Category 6: Supply of living beings for experimentation:
  - 03320000-8 – Livestock and small animals
  - 15700000-5 – Livestock feed
  - 14210000-6 – Gravel, sand, crushed stones and aggregates

## **B. Administrative requirements of contracting and admission of variants**

### **Administrative needs to be satisfied through contracting:**

The needs to be satisfied through the contract are those that appear in the Technical Specifications Sheet of this contract.

The contracting that is intended to be tendered is necessary for the fulfillment and realization of the institutional purposes of the entities grouped in the purchasing group. 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 preparatory documentation and in the PPT.

The entities of the purchasing group do not have the necessary means to provide themselves with the supply, nor the personnel with the required specialization to cover the needs with the necessary guarantees.

The SDA is the contracting procedure used, as a dynamic tool that allows the contracting of the required supplies to be adjusted to the needs of the participating entities at all times, as they occur.

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

The administrative needs to be satisfied with the specific contracts of this SDA are to guarantee the supplies defined in the PPT, in the dependencies of the Member Entities that request it, of all the items of laboratory material necessary for the daily activity, for the performance of experimental techniques and by the teaching practices that are characteristic of it.

**Admission of variants:** They are not allowed.

## C. Base budget, estimated value of SDA and existence of credit

### C.1. SDA Bid Base Budget

Given the provisions of article 100.3 LCSP, the bidding base budget is the estimated maximum value excluding VAT of the set of specific contracts foreseen during the term of the SDA, as reflected in the following tables of groups A and B.

The base budget of the tender corresponding to the duration of the SDA (ten years), and is €1,210,000,000 (ONE THOUSAND TWO HUNDRED AND TEN MILLION EUROS) which is broken down into €1,000,000,000 (ONE THOUSAND EUROS) of tax base and 210,000. €000.00 (TWO HUNDRED AND TEN MILLION EUROS) for VAT.

The distribution of the annual Bidding Base Budget (PBL) by category and entity is as follows:

Cluster	entities	Category 1	Category 2	Category 3	Category 4	Category 5	Category 6
In	UVic-UCC	€300,000.00	€350,000.00	€150,000.00	€100,000.00	€75,000.00	€80,000.00
	ICFO	€700,000.00	€300,000.00	€100,000.00	€25,000.00	€1,000.00	€5,000.00
	UdG	€223,000.00	€55,000.00	€64,000.00	€12,000.00	€70,000.00	€1,000.00
	UdL	€600,000.00	€240,000.00	€120,000.00	€72,000.00	€60,000.00	€108,000.00
	URV	€700,000.00	€300,000.00	€100,000.00	€100,000.00		€80,000.00
	IRBL	€450,000.00	€70,000.00	€80,000.00	€10,000.00	€4,000.00	€20,000.00
	IBEC	€1,490,000.00	€370,000.00	€460,000.00	€25,000.00	€5,000.00	€35,000.00
	ICRA	€450,000.00	€320,000.00	€150,000.00	€10,000.00	€60,000.00	€1,000.00
	IDIBGI	€900,000.00	€150,000.00	€45,000.00	€15,000.00	€50,000.00	€5,000.00
	IISPV	€210,000.00	€63,000.00	€105,000.00	€8,000.00	€10,000.00	€15,000.00
	IRBB	€1,500,000.00	€250,000.00	€800,000.00	€20,000.00	€100,000.00	€250,000.00
	PCBs	€73,000.00	€150,000.00	€23,000.00	€17,000.00	€40,000.00	€15,000.00
	CRG	€4,000,000.00	€1,000,000.00	€500,000.00	€100,000.00	€100,000.00	€100,000.00
	VHIR	€2,000,000.00	€533,000.00	€360,000.00	€55,000.00	€22,000.00	€330,000.00
	CTFC	€2,000.00	€23,000.00	€10,000.00	€1,000.00		
	IREC	€150,000.00	€400,000.00	€270,000.00	€12,000.00	€45,000.00	
	URJC	€90,000.00	€40,000.00	€600,000.00	€10,000.00	€30,000.00	€160,000.00
	HSCSP			€100,000.00			
	IJC	€2,000.00	€1,000,000.00	€100,000.00	€10,000.00	€20,000.00	€50,000.00
	IGTP	€950,000.00	€150,000.00	€100,000.00			
ICN2	€450,000.00	€112,500.00	€75,000.00	€37,500.00	€60,000.00	€15,000.00	
CRAG	€700,000.00	€198,000.00	€600,000.00	€20,000.00			
<b>Total group A</b>		<b>€15,940,000.00</b>	<b>€6,074,500.00</b>	<b>€4,912,000.00</b>	<b>€659,500.00</b>	<b>€752,000.00</b>	<b>€1,270,000.00</b>
<b>Total group B</b>		<b>€32,912,000.00</b>	<b>€20,100,000.00</b>	<b>€11,450,000.00</b>	<b>€1,210,000.00</b>	<b>€1,500,000.00</b>	<b>€3,220,000.00</b>
<b>Total category</b>		<b>€48,852,000.00</b>	<b>€26,174,500.00</b>	<b>€16,362,000.00</b>	<b>€1,869,500.00</b>	<b>€2,252,000.00</b>	<b>€4,490,000.00</b>

being the totals.

Cluster	entities	Tax base/year	VAT/year	Total/Year	Full 10 Years
In	UVic-UCC	€1,055,000.00	€221,550.00	€1,276,550.00	€12,765,500.00
	ICFO	€1,131,000.00	€237,510.00	€1,368,510.00	€13,685,100.00
	UdG	€425,000.00	€89,250.00	€514,250.00	€5,142,500.00
	UdL	€1,200,000.00	€252,000.00	€1,452,000.00	€14,520,000.00
	URV	€1,280,000.00	€268,800.00	€1,548,800.00	€15,488,000.00
	IRBL	€634,000.00	€133,140.00	€767,140.00	€7,671,400.00
	IBEC	€2,385,000.00	€500,850.00	€2,885,850.00	€28,858,500.00
	ICRA	€991,000.00	€208,110.00	€1,199,110.00	€11,991,100.00
	IDIBGI	€1,165,000.00	€244,650.00	€1,409,650.00	€14,096,500.00
	IISPV	€411,000.00	€86,310.00	€497,310.00	€4,973,100.00
	IRBB	€2,920,000.00	€613,200.00	€3,533,200.00	€35,332,000.00
	PCBs	€318,000.00	€66,780.00	€384,780.00	€3,847,800.00
	CRG	€5,800,000.00	€1,218,000.00	€7,018,000.00	€70,180,000.00
	VHIR	€3,300,000.00	€693,000.00	€3,993,000.00	€39,930,000.00
	CTFC	€36,000.00	€7,560.00	€43,560.00	€435,600.00
	IREC	€877,000.00	€184,170.00	€1,061,170.00	€10,611,700.00
	URJC	€930,000.00	€195,300.00	€1,125,300.00	€11,253,000.00
	HSCSP	€100,000.00	€21,000.00	€121,000.00	€1,210,000.00
	IJC	€1,182,000.00	€248,220.00	€1,430,220.00	€14,302,200.00
	IGTP	€1,200,000.00	€252,000.00	€1,452,000.00	€14,520,000.00
ICN2	€750,000.00	€157,500.00	€907,500.00	€9,075,000.00	
CRAG	€1,518,000.00	€318,780.00	€1,836,780.00	€18,367,800.00	
<b>Total group A</b>		<b>€29,608,000.00</b>	<b>€6,217,680.00</b>	<b>€35,825,680.00</b>	<b>€358,256,800.00</b>
<b>Total group B</b>		<b>€70,392,000.00</b>	<b>€14,782,320.00</b>	<b>€85,174,320.00</b>	<b>€851,743,200.00</b>
<b>Total category</b>		<b>€100,000,000.00</b>	<b>€21,000,000.00</b>	<b>€121,000,000.00</b>	<b>€1,210,000,000.00</b>

The total PBL by group is broken down as indicated,

CLUSTER	Tax base 10 years	VAT 10 years	full 10 years
In	€296,080,000.00	€62,176,800.00	€358,256,800.00
B.	€703,920,000.00	€147,823,200.00	€851,743,200.00
<b>TOTAL</b>	<b>€1,000,000,000.00</b>	<b>€210,000,000.00</b>	<b>€1,210,000,000.00</b>

As it is an SDA, the bidding base budget for the category has been set as an estimate, given the needs of the initially adhered entities. Acquisitions with the specific contracts in this SDA will be covered by the budget credits of the member entities.

The amount of the offers will include taxes, rates and fees, except VAT. In the same way, it is understood that the offer includes the remuneration, and, where appropriate, the benefit of the

contractor, as well as all the expenses that the bidder has to make for the effective fulfillment of the contracted services, such as, for example, financial expenses, insurance, transportation and taxes, etc.

This budget does not imply an obligation to spend since the actual spending will be determined based on the specific contracts that are actually carried out. It should be noted that there is no minimum procurement commitment as the procurement will be carried out based on the needs of the participating entities.

## **C.2. SDA Estimated Value**

The estimated value, according to the criteria established in art. 101 of the LCSP and in accordance with STJUE C-216/17, it has been calculated taking into account the estimated maximum value of the set of contracts foreseen during the total duration of the SDA, including modifications. Taking these criteria into account, the estimated value of the SDA amounts to €1,452,000,000.00 (ONE THOUSAND FOUR HUNDRED AND FIFTY-TWO MILLION EUROS), which is broken down into €1,200,000,000.00 (BASIC THOUSAND TWO HUNDRED MILLION EUROS and 252,000,000, €00 (TWO HUNDRED AND FIFTY-TWO MILLION EUROS) of VAT.

In accordance with article 101 of the LCSP, this estimated value includes the amount of the maximum budget (VAT excluded) and the amount of eventual modifications to the contract according to the provisions established in section R of this table of characteristics.

The assigned value is maximum, and even this is indicative and non-binding, given that the real supply needs of the entities included and adhered to the SDA will be determined later in the development of the specific contracting.

The calculation method applied by the contracting body to calculate the estimated value is based on the usual prices in the market and has taken into account, in addition to the costs based on the application of current labor regulations, other costs that are derived from the material execution of the services, general structural expenses and industrial profit.

An estimate of the consumption of each of the initially adhered entities is indicated. This estimate is indicated for informational purposes, so that the final quantity supplied may be higher or lower than that indicated, without implying any alteration of the contractual conditions.

The distribution of the VEC by category, type of entity and year is as follows,

Cluster	entities	Category 1	Category 2	Category 3	Category 4	Category 5	Category 6
In	UVic-UCC	€360,000.00	€420,000.00	€180,000.00	€120,000.00	€90,000.00	€96,000.00
	ICFO	€840,000.00	€360,000.00	€120,000.00	€30,000.00	€1,200.00	€6,000.00
	UdG	€267,600.00	€66,000.00	€76,800.00	€14,400.00	€84,000.00	€1,200.00
	UdL	€720,000.00	€288,000.00	€144,000.00	€86,400.00	€72,000.00	€129,600.00
	URV	€840,000.00	€360,000.00	€120,000.00	€120,000.00		€96,000.00
	IRBL	€540,000.00	€84,000.00	€96,000.00	€12,000.00	€4,800.00	€24,000.00
	IBEC	€1,788,000.00	€444,000.00	€552,000.00	€30,000.00	€6,000.00	€42,000.00
	ICRA	€540,000.00	€384,000.00	€180,000.00	€12,000.00	€72,000.00	€1,200.00
	IDIBGI	€1,080,000.00	€180,000.00	€54,000.00	€18,000.00	€60,000.00	€6,000.00
	IISPV	€252,000.00	€75,600.00	€126,000.00	€9,600.00	€12,000.00	€18,000.00
	IRBB	€1,800,000.00	€300,000.00	€960,000.00	€24,000.00	€120,000.00	€300,000.00
	PCBs	€87,600.00	€180,000.00	€27,600.00	€20,400.00	€48,000.00	€18,000.00
	CRG	€4,800,000.00	€1,200,000.00	€600,000.00	€120,000.00	€120,000.00	€120,000.00
	VHIR	€2,400,000.00	€639,600.00	€432,000.00	€66,000.00	€26,400.00	€396,000.00
	CTFC	€2,400.00	€27,600.00	€12,000.00	€1,200.00		
	IREC	€180,000.00	€480,000.00	€324,000.00	€14,400.00	€54,000.00	
	URJC	€108,000.00	€48,000.00	€720,000.00	€12,000.00	€36,000.00	€192,000.00
	HSCSP			€120,000.00			
	IJC	€2,400.00	€1,200,000.00	€120,000.00	€12,000.00	€24,000.00	€60,000.00
	IGTP	€1,140,000.00	€180,000.00	€120,000.00			
ICN2	€540,000.00	€135,000.00	€90,000.00	€45,000.00	€72,000.00	€18,000.00	
CRAG	€840,000.00	€237,600.00	€720,000.00	€24,000.00			
<b>Total group A</b>		€19,128,000.00	€7,289,400.00	€5,894,400.00	€791,400.00	€902,400.00	€1,524,000.00
<b>Total group B</b>		€39,494,400.00	€24,120,000.00	€13,740,000.00	€1,452,000.00	€1,800,000.00	€3,864,000.00
<b>Total category</b>		<b>€58,622,400.00</b>	<b>€31,409,400.00</b>	<b>€19,634,400.00</b>	<b>€2,243,400.00</b>	<b>€2,702,400.00</b>	<b>€5,388,000.00</b>

being the totals

Cluster	entities	Tax base/year	VAT/year	Total/Year	Total/Year
In	UVic-UCC	€1,266,000.00	€265,860.00	€1,531,860.00	€15,318,600.00
	ICFO	€1,357,200.00	€285,012.00	€1,642,212.00	€16,422,120.00
	UdG	€510,000.00	€107,100.00	€617,100.00	€6,171,000.00
	UdL	€1,440,000.00	€302,400.00	€1,742,400.00	€17,424,000.00
	URV	€1,536,000.00	€322,560.00	€1,858,560.00	€18,585,600.00
	IRBL	€760,800.00	€159,768.00	€920,568.00	€9,205,680.00
	IBEC	€2,862,000.00	€601,020.00	€3,463,020.00	€34,630,200.00
	ICRA	€1,189,200.00	€249,732.00	€1,438,932.00	€14,389,320.00
	IDIBGI	€1,398,000.00	€293,580.00	€1,691,580.00	€16,915,800.00
	IISPV	€493,200.00	€103,572.00	€596,772.00	€5,967,720.00
	IRBB	€3,504,000.00	€735,840.00	€4,239,840.00	€42,398,400.00
	PCBs	€381,600.00	€80,136.00	€461,736.00	€4,617,360.00
	CRG	€6,960,000.00	€1,461,600.00	€8,421,600.00	€84,216,000.00
	VHIR	€3,960,000.00	€831,600.00	€4,791,600.00	€47,916,000.00
	CTFC	€43,200.00	€9,072.00	€52,272.00	€522,720.00
	IREC	€1,052,400.00	€221,004.00	€1,273,404.00	€12,734,040.00
	URJC	€1,116,000.00	€234,360.00	€1,350,360.00	€13,503,600.00
	HSCSP	€120,000.00	€25,200.00	€145,200.00	€1,452,000.00
	IJC	€1,418,400.00	€297,864.00	€1,716,264.00	€17,162,640.00
	IGTP	€1,440,000.00	€302,400.00	€1,742,400.00	€17,424,000.00
ICN2	€900,000.00	€189,000.00	€1,089,000.00	€10,890,000.00	
CRAG	€1,821,600.00	€382,536.00	€2,204,136.00	€22,041,360.00	
<b>Total group A</b>		<b>€35,529,600.00</b>	<b>€7,461,216.00</b>	<b>€42,990,816.00</b>	<b>€429,908,160.00</b>
<b>Total group B</b>		<b>€84,470,400.00</b>	<b>€17,738,784.00</b>	<b>€102,209,184.00</b>	<b>€1,022,091,840.00</b>
<b>Total category</b>		<b>€120,000,000.00</b>	<b>€25,200,000.00</b>	<b>€145,200,000.00</b>	<b>€1,452,000,000.00</b>

The total VEC by group is broken down as indicated,

CLUSTER	Tax base 10 years	VAT 10 years	full 10 years
In	€355,296,000.00	€74,612,160.00	€429,908,160.00
B.	€844,704,000.00	€177,387,840.00	€1,022,091,840.00
<b>TOTAL</b>	<b>€1,200,000,000.00</b>	<b>€252,000,000.00</b>	<b>€1,452,000,000.00</b>

### C.3. Budget item, existence of credit

**Budget item for specific contracts:** The credit commitment for meeting the economic obligations of the specific tenders of this contract will appear in the corresponding item of the budget of each entity that contracts it and of the corresponding year.

**Credit existence:** The expense of the specific contract with the 2nd tender will be approved, through a credit reserve document or provision of funds, prior to each specific contract carried out within this SDA and charged to the budget of each entity only bidding and for the current year.

**multiannual:** To be determined in each specific contract.

#### **C.4. Financing with European funds or other administrations**

The specific contract is likely to be co-financed with European Funds or from other administrations, a circumstance that will be determined in each specific contract.

In order to give the publicity required by law, the CSUC Contractor Profile and within the SDA tender will include Annex IX INFORMATIVE Annex FINANCING FUND with the logos and legends of the various financiers, which will be updated at the request of the participating entities through communication, by email, from the Responsible of the contract of the interested entity to the Responsible-Coordinator of the SDA where the logo and legend that must be included in the above Annex will be attached.

### **D. Term of duration of the SDA and of the specific contracts**

#### **D.1. Term of validity and execution of the SDA**

The initial term of the SDA will be ten (10) years from its formalization; Beginning the execution the day after the first resolution of admission to the SDA in at least one of the respective categories.

The term of validity of the SDA delimits the term in which the specific contracts may be awarded in it. The duration of the specific contracts will be determined in each tender, will be adjusted to the applicable regulations in force at that time and may exceed that of the SDA, with the limitations provided in this PCAP and the applicable regulations.

#### **D.2. SDA Extension**

The SDA may not be subject to any extension.



### **D.3. Exceptional extension of the SDA**

The contract may be extended, exceptionally, when at its expiration a new contract has not been formalized that guarantees the continuity of the provision to be made by the contractor. In this case, it is necessary that the lack of formalization of the new contract was the consequence of unforeseeable events for the contracting authority, produced in the procedure for awarding the new contract and there are reasons of public interest for not interrupting the provision.

The exceptional extension requires that the contract notice for the new contract be 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.4. Processing of the exceptional extension**

The CSUC Contracting Body, at the request of the person responsible for the contract, will notify the will to extend the contract with a notice of two (2) months before the end of its validity.

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

### **D.5. Term of validity and execution of specific contracts**

The one determined in each specific contract, with the maximum duration (including extensions) set in the applicable regulations at the time of calling the specific tender.

### **D.6. Extension of specific contracts**

The one determined in each specific contract.

### **D.7. Processing of the extension of specific contracts**

The Contracting Body of the specific contract, at the request of the Contract Manager(s), will make a proposal for an extension, at least two (2) months before the end date of the contract, in accordance with 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. Fitness conditions**

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

The solvency, the business or professional qualification that, in its case, is required and the conditions of aptitude will have to exist at the moment of presenting the offer to the bidding.

### **E.2. Legal persons**

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

### **E.3. Community companies or companies from signatory States of the Agreement on the European Economic Area**

Community companies or companies from 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 authorized to carry out 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 in order to provide the service in question, 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 not belonging to the European Union or from States signatories to the Agreement on the European Economic Area will have to 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 analogous manner.

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

## **E.5. business unions**

Unions of businessmen that are temporarily constituted for this purpose may contract with the public sector, without the need for formalization in a public deed until the contract has been awarded in their favor.

Entrepreneurs who attend in temporary unions are jointly and severally bound before the contracting Administration, appointing 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 may grant the companies for collections and payments of a significant amount.

For the purposes of the tender, the businessmen who want to compete in a temporary union will have to indicate the names and circumstances that constitute it, participation of each one, as well as that they assume the commitment to formally constitute a temporary union in case they are awarded the contract. .

## **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 prove that they are in possession of the economic and technical solvency conditions determined in the PCAP.

In the specific contracts, each entity may request the requirements of economic, technical solvency and business authorization that it considers.

### **F.2. Integration of solvency with external means**

In order to prove the necessary solvency, the employer may rely on the solvency and means of other entities, regardless of the legal nature of the ties he has with them, provided that he demonstrates that, by executing the contract, he actually has these means. However, with respect to educational and professional titles or professional experience, he may only resort to the capabilities of other entities if they will execute the part of the object for which said capabilities 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 employer wishes to resort to the capacities of other entities, he will demonstrate that he will have the necessary resources by presenting the written commitment of these entities.

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

### F.3. Specification of solvency conditions

Bidders, in addition to accrediting their solvency, must undertake to assign sufficient personal and material means to the execution of the contract, a commitment that has the nature of an essential obligation and will be included as such in the contract.

### F.4. Accreditation of economic solvency in the SDA

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

A bidder will be considered to be solvent when the annual business volume of the best financial year (within the last three closed ones) is equal to or greater than the amounts indicated in the following table according to the category to which they are presented:

Category	economic solvency
Category 1: Chemical products and reagents and products and accessories for biology, geology, medicine, chemistry and the environment.	€60,000
Category 2: General laboratory material.	€60,000
Category 3: General auxiliary and electronic laboratory instrumentation, laboratory equipment and measuring devices.	€60,000
Category 4: Safety and protection equipment and material.	€40,000
Category 5: Laboratory furniture.	€40,000
Category 6: Living beings for experimentation	€40,000

In the event that the bidder applies for several categories, it will be necessary to prove compliance with the solvency requirement for the category with the highest amount.

The accreditation of the sufficiency of the economic solvency of the bidder, legal entity, will be carried out through one of the following two options:

- The contribution of the annual accounts of the exercises of the last 3 years approved and deposited in the Mercantile Registry, and the supporting documents of presentation in the Mercantile Registry. Individual entrepreneurs not registered in the Mercantile Registry will accredit their annual volume of business through the inventory books and legalized annual accounts.
- The provision of a certificate from the bidder's auditors declaring that the annual business volume for the best financial year (within the last three closed ones) is equal to or greater than the amounts indicated in the table in this section.

In any case, the registration in the Official Register of Bidders and Classified Companies of the Public Sector or in the Register of Bidding Companies will accredit, in accordance with what is reflected therein and unless proven otherwise, the conditions of economic and financial solvency of the entrepreneur.

Solvency can be integrated with external media.

### F.5. Technical solvency accreditation

The technical solvency of the bidders will be accredited with their technical knowledge, efficiency, experience and reliability. Solvency will be accredited:

1. With a list of the main supplies of the same type or nature to which the object of the category to which they are presented corresponds, made in the last five (5) years, indicating the amount, dates and name of the recipient, public or private of these.
2. With a certificate from the bidder's auditors declaring that, in the last five (5) years, supplies of the same type or nature have been made to which the object of the category to which they are presented corresponds, indicating the amount and dates
3. It is required that the amount of supplies, minimum, annual and accumulated and the year of greatest execution is equal to or greater than the amounts indicated in the following table according to the category to which they are submitted:

Category	economic solvency
Category 1: Chemical products and reagents and products and accessories for biology, geology, medicine, chemistry and the environment.	€60,000
Category 2: General laboratory material.	€60,000
Category 3: General auxiliary and electronic laboratory instrumentation, laboratory equipment and measuring devices.	€60,000
Category 4: Safety and protection equipment and material.	€40,000
Category 5: Laboratory furniture.	€40,000

Category 6: Living beings for experimentation	€40,000
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The 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 providing the accreditation of the certificate or document specified in article 97 of the LCSP.

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

The solvency is possible its integration with external means.

**F.6. Solvency accreditation in specific contracts**

In specific tenders, entities can adjust the economic and technical solvency to the requirements of the tender.

**G. Guarantees**

**G.1. in the SDA.** According to art. 107.1 and 107.5 LCSP, no provisional or definitive guarantee is required, since the awarding of this SDA only entails the expectation of selecting the companies that may be awarded the different specific supply contracts within the framework of the same, the selected businessmen from the obligation to constitute a definitive guarantee.

**G.2. In specific contracts.** To be determined in the Specific Contract.

**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 advertising in the Official Gazette of the European Union (DOUE) and the special review regime regulated in art. 44 et seq. of the LCSP, regarding the special appeal in terms of contracting.

**I. SDA tender data**

- Deadline date and time for the submission of requests for participation: The minimum term will be thirty (30) calendar days, counted from the date of sending

the announcement to the Official Journal of the European Union and the tender will be announced in a timely manner in the profile of the CSUC contractor. However, during the entire period of validity of the SDA, any interested entrepreneur may request to participate.

- Presentation: Using, initially, the electronic contracting platform of the Generalitat de Catalunya.
- Term maximum for the evaluation of requests for participation: The term will be 10 business days from the receipt of offers, and may be extended to 15 business days as long as it is duly justified. During the evaluation period, invitations to submit offers for specific contracts cannot be sent.

## **J. Specific contract award criteria**

In the establishment phase, suppliers must submit Annex IV "Supplier Conditions". These conditions may be improved and must be kept up-to-date throughout the term of the contract and must be reported, especially to specific tenders, so that it can be assessed by the entity calling the specific tender. The managers of the entities, when they consider it, may request the suppliers to provide new information.

The specific contracts will be awarded in accordance with the quality-price binomial. The award criteria and sub-criteria will be determined in the specific contract invitation, with the limits and weighting established in the PCAP and in accordance with the provisions of the applicable regulations at the time of calling the specific tender.

For this SDA, the established minimum and maximum thresholds are as follows:

- Automatic criteria: from 51 to 100 points
- Value judgment criteria: from 0 to 49 points

In Annex I "Example of award criteria for specific contracts" a model of non-binding evaluation criteria is attached.

## **K. Recruitment desk**

The contracting table is mandatory for the admission of new companies in the establishment of the SDA, as well as during the entire validity of the SDA. In specific contracts, the Contracting Committee will be mandatory in harmonized contracts and in contracts with valuation criteria subject to a value judgment. In all other situations, the establishment of the committee by the contracting body will be optional.

In any case, the contracting committee will act on the proposal of the contracting body.

The contracting table in the SDA will be made up of the following people:

<b>Recruitment Table</b>			
<b>Function</b>	<b>Name</b>	<b>Post</b>	<b>Entity</b>
President	Elena Parpal	Joint Purchasing Director	CSUC
Alternate		Tecnic is Bay	CSUC
Secretary	Marisol Montero	Publications technique	CSUC
Alternate		Publications technique	CSUC
Vocal-Intervenor	Carla Bragos	Director of Administration and Finance	CSUC
Alternate	Mª Jose Miranda	Chief financial officer	CSUC
Member - Legal Ass.	David Tedo	Legal adviser	CSUC
Alternate		Contracts Technician	CSUC
Vocal	Mireia Carballo	recruitment technique	CSUC
Alternate		Hiring Technician	CSUC
Vocal	Laura Estremera	recruitment technique	CSUC
Alternate		Hiring Technician	CSUC
Vocal	Reynaldo Martos	Tecnic is Bay	CSUC
Alternate		Tecnic is Bay	CSUC
Vocal	nerea carrera	purchasing technique	CSUC
Alternate		purchasing technique	CSUC

For the specific contracts that require it, the contracting body that tenders them will define the need for the Board and, where appropriate, the members of the board in the respective specifications or invitation.

## **L. Price Review and Update**

In accordance with the rules provided in RD 55/2017 and the LCSP.

### **L.1. SDA**

It is not applicable in the SDA.

### **L.2. Specific contracts**

Neither the review nor the updating of prices is allowed once the specific contracts have been awarded, which we will call "awarded prices".



### L.3. electronic catalog

Changes in the prices offered in the catalog are allowed, in which we will call from now on "catalog prices" according to point Y.4 of CC but not from the awarded catalogue, point Y.5 of the QC, which will be made up of the price list awarded through a specific contract.

### M. Warranty period

M.1. Warranty. No warranty period is stated in the SDA. Each specific contract will determine the corresponding warranty period.

M.2. If, during the execution of the specific contract, the existence of vices or defects in the supplied goods is proven, the beneficiary entity will have the right to claim the correction of those that are inadequate.

M.3. The receiving entity will determine if the supply carried out 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 the defects observed on the occasion of the reception. If the work carried out does not conform to the contracted service, as a result of vices or defects attributable to the contractor, it may reject it, being exempt from the obligation to pay or having the right, where appropriate, to recover the price paid, or to its regularization through the corresponding invoice.

### N. Assignment of the SDA and subcontracting

**Assignment of SDA:** Assignment of this contract is prohibited.

**Subcontracting of specific contracts:** The contractor may arrange with third parties the partial performance of the provision prior to or after the award of the contract. The execution of subcontracts will be subject to compliance with the following requirements:

- to) Bidders can indicate in the offer the part of the contract that they want to subcontract, indicating the amount, and the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractor.
- b) In any case, the contractor must notify the contracting authority in writing, after the contract has been awarded and, before the start of its execution, the intention to subcontract, indicating the part of the contract that is intended to be subcontracted and the identity, data of contact and legal representative of the subcontractor, and accrediting, sufficiently, the latter's aptitude to execute it by reference to the technical and human elements and experience that it has and accrediting that it is not prohibited from contracting in accordance with article 71 of the LCSP.

The contractor will have to notify the contracting authority by email of any changes to this information during the execution of the contract.

In the event that the subcontractor has the appropriate classification to carry out the subcontracted part of the contract, the communication of the classification will be sufficient to prove its aptitude.

The accreditation of the subcontractor's aptitude may be carried out immediately after the subcontract is signed if this is necessary to deal with an emergency situation or that requires the adoption of urgent measures and is thus sufficiently justified.

The subcontracting of the contract will be processed in accordance with article 215 and related articles of the LCSP.

## **O. Service Level Agreements. Penalties and returns**

**O.1. General.** The contractor, either personally or by authorized delegation, must deliver the goods to be supplied at the place and date agreed in the contract or in the order, and in accordance with the technical requirements and administrative clauses contained in the Specifications. Once this is done, the contract or order will be understood to have been fulfilled respectively.

If the contractor incurs a delay in relation to any term, the Administration may choose, indistinctly, in the manner and conditions established in article 195 LCSP and in this Specification, for the termination of the contract or for the imposition of a penalty. In case of imposition of penalties for delay, the relevant term will be extended.

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

- 1) In case of non-compliance or serious defective performance of the provision object of the contract.
- 2) In case of non-compliance with the commitments or special conditions of execution by virtue of which the contractor undertakes to dedicate or assign certain personal or material means.
- 3) In case of non-compliance with the 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 carried out in accordance with the provisions of articles 192 and 193 LCSP.

## O.2. Breaches

Without prejudice to the provisions of section O.3 and in accordance with the provisions of article 192.1 LCSP, the following penalty regime is established for defective performance of the provision or breach of the commitments or special conditions of execution of the contract:

### **They are very serious breaches:**

1. Being penalized for a serious or very serious infraction regarding the protection of personal data, in accordance with the provisions of current regulations.
2. Being penalized for serious or very serious infringement in social matters, in accordance with the provisions of RDL 5/2000, of August 4, which approves the revised text of the Law on Infringements and Sanctions in the Social Order.
3. Being penalized for a serious or very serious offense for breach of tax and tax obligations.
4. The non-request by the contractor, or denial to it, of the licenses and authorizations necessary for the execution of this contract.
5. Falsifying the information that the successful bidder must provide in accordance with this Specification.
6. The substantial breach of any other obligation established in these Specifications.
7. Failure to comply with the deadline for the start of performance of the services.
8. Each of the breaches of the partial delivery period of the material defined in the orders for reasons attributable to the contractor, which causes serious damage.
9. The total and absolute cessation of the execution of the services object of this SDA and of the contracts that derive from it.
10. Resistance to the requirements made by each center, or its non-compliance, when it produces a very serious damage in the execution of the SDA or the contracts that derive from it.
11. The falsification of the benefits consigned by the contractor in the collection document.
12. The commission of three serious breaches within a month.
13. The application in invoices of unit prices higher than the maximum prices awarded.
14. The refusal to supply the orders received from the centers under the economic conditions awarded, during the validity of the SDA or derived contracts.
15. Third time that the OC eliminates the supplier company's electronic catalog for not keeping it updated.

### **They are serious breaches:**

1. Assign, lease, sublet or transfer all or part of the services that are part of the contract, under any modality or title, without previously complying with the requirements demanded by this Specification and without the express authorization of the contracting authority.
2. Failure to comply with the obligations relating to the definitive guarantee, under the terms set forth in this Specification.
3. The persistence of the winning bidder in breaching its obligations, provided that it had been previously required and had not complied with them within the established term.
4. Serious breach of the rules governing subcontracting and assignment, as provided in the Specifications.
5. The default situation of the contractor in relation to the payments that it must make to its suppliers or subcontractors.
6. Lack of notice in cases in which the product cannot be delivered within the period granted.
7. Resistance to the requirements made by the centers, or their non-observance, when it does not produce very serious damage in the execution of the SDA or the contracts that derive from it.
8. Serious non-observance of formal requirements established in this Specification and in the provisions for the execution of the SDA or derived contracts.
9. Delay in sending reports or lack of information.
10. Not responding to user requests for registration of new products available in the electronic catalog.
11. Not respecting the offer presented in the electronic catalogue.
12. Do not delete obsolete products in the electronic catalog.
13. No response from the main interlocutor of the supplier company.
14. The commission of three minor breaches within a month.

**They are minor breaches:**

1. The commission of an incident provided for in section O.8 of this PCAP.
2. The lack of respect of the employees of the winning bidder or the subcontractor towards the personnel of the contracting entities.
3. Delays or deficiencies in the delivery of Coordination of Business Activities documentation, as well as the failure to update it when appropriate due to the expiration of any of the documents contained therein.
4. Any breach of the contractor's obligations established in this Specification and/or the PPT, provided that it is not classified as a serious or very serious offense in accordance with the previous sections.

5. Non-observance of formal requirements established in this Specification and in the provisions for the execution of the SDA or contracts that derive from it, as long as they do not constitute a serious offense.

### **O.3. penalties**

Regardless of the obligation to indemnify for damages that may arise, the contracting authority for the specific contract may apply the following penalties:

**1. Very serious breaches:**penalties will be applied that will reduce the price of the contract for each of these types of non-compliance. The amount of each penalty will be established based on the damage and may represent 10% of the total amount of the contract.

**2. Serious breaches:**penalties will be applied that will reduce the price of the contract for each of these types of non-compliance. The amount of each penalty will be established based on the damage and may represent 5% of the total amount of the contract.

**3. Minor breaches:**penalties will be applied that will reduce the price of the contract for each of these types of non-compliance. The amount of each penalty will be established based on the damage and may represent 2% of the total amount of the contract.

In cases of non-compliance where there is no response from the supplier company's main interlocutor, it will be possible to request a change of interlocutor.

In cases where the offer indicated in the catalog is not respected, apart from accumulating a serious incident, the price that will be applied is the price indicated in the catalog.

As of the tenth incident in a continuous period of 6 months, the OC will temporarily delete the catalog, until the supplying company reloads it updated.

It will be cause for suspension of the contract for 1 year, the fifth time that the OC or person in charge of the contract deletes the supplier's electronic catalog for not keeping it updated.

Whenever the penalties or fines accrued for non-compliance as provided in this specification or in the PPT exceed five percent (5%) of the total budget of the specific contract, the acting contracting authority will be empowered to proceed with the resolution thereof. or agree to continue its execution with the imposition of new penalties.

In accordance with article 192.1 LCSP, these penalties will be proportional to the severity of the breach and the amount of each of these will not exceed 10% of the amount of the contract, excluding VAT, nor can their total exceed 50% of the contract price. .

### **O.4. Processing of penalties.**

If the Administration opts for the imposition of penalties, the pertinent administrative file must be processed, in which the contractor must be granted a hearing period of five days. The amounts of those will be made effective by means of considerations in kind or with payment.

However, in the event of serious breaches, the party responsible for the contract may contract with third parties for the supply that is the object of the contract, if this is necessary to ensure the normal functioning of the units of the contracting entities.

The procedure will be applied in accordance with the applicable regulations at the time of the infringement and according to the internal regulations of each entity.

The invoicing will incorporate the deductions resulting from the calculation of the agreed penalties.

If the delay in meeting the deadlines occurs for reasons not attributable to the contractor, the provisions of article 195 LCSP will apply.

In any case, the delayed constitution of the contractor does not require a request or prior request by the Administration.

**O.6. Economic consequences applicable to the invoice**

These are.

Breach	Reasons for crediting the invoice for service errors	Periodicity	penalties
Delivery	Delay in delivery time (attributable to the supplier)	in every order	€0.60 for every €1,000 of the contract price, VAT excluded.
	Emergency service delay (attributable to the provider)		10% of the invoice with a maximum of €300/day
	Supply replacement delay affected by an incident of more than 24 hours (attributable to the supplier)		10% of the invoice with a maximum of €100 for each additional 24 hours of delay attributable to the provider.
	Wrong product (the units or quality do not match what was requested)		10% of the invoice with a maximum of €50 for each wrong product
Management and billing	Non-delivery of the corresponding delivery note once the order has been delivered		10% of the invoice with a maximum of €100
	Wrong prices or discounts, per item and delivery		10% of the invoice with a maximum of €50

## **O.7 Communication and incident management**

For the provision of maintenance actions, the admitted company will designate a person in charge and provide an email address for the notification and follow-up of incidents, as well as a telephone number at no additional cost for derived queries and/or escalation. of incidents and necessary actions, or a web access or incident management tool if agreed with the entity with which the specific contract is signed.

The dialogue with the entities will be carried out with the interlocutors authorized by them, who will be identified as responsible for the specific contracts in the PCAP, or to whom these people delegate.

In any case, the company awarded a specific contract will indicate, for each incident, an incident number that will serve as an identifier for monitoring the same and must inform the entity of the evolution, either by phone, by mail electronically and/or through a web access or incident management tool, as previously agreed.

## **Q. SDA Ad Price Cap**

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

## **Q. Additional information**

For queries of a technical, administrative or legal nature, you can contact the contractor's profile or email [licitacions@csuc.cat](mailto:licitacions@csuc.cat). The answers to the clarifications or amendments of the specifications will be binding and will be made public in the corresponding profile of the contracting party, by virtue of what is established in article 138.3 of the LCSP.

Interested parties may request additional information on the tender, both legal and technical during the entire term of the SDA.

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

Operational and technical queries from the SDA can be addressed directly to the person responsible for coordinating the contract or the person contacted by monitoring the execution.

In the specific contracts carried out 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 recipient entity.

## R. Modification of the SDA and specific contracts

Although the administrative specifications and the technical specifications reflect the types of supplies needed as well as the estimated amounts thereof, given the nature and object of the contract, it will be necessary to provide for its modification to adapt it to the real needs of the users in each moment.

**R.1. SDA MODIFICATION:** Once the SDA has been perfected, modifications may only be made, in the cases provided for in article 205 LCSP (unforeseen modifications). These modifications may not affect the essential conditions of the contract and will have to be formalized in an administrative document.

The inclusion of new products and services belonging to the categories of the SDA will not be considered modifications of the SDA.

**R.2. MODIFICATION OF SPECIFIC CONTRACTS.** Once the specific contract has been perfected, modifications may only be made for reasons of public interest, in the cases provided for in articles 204 (planned modifications) and 205 LCSP (unforeseen modifications) and they will have to be formalized in a document.

Without considering modification, and only in the case of categories and supplies or services expressed in unit prices, it will be possible to increase the number of units supplied up to 10% of the contract price, without the need to process the corresponding modification file. , as provided for in article 301.2 LCSP (supplies).

### Expected changes to specific contracts:

In accordance with the provisions of art. 204 of the LCSP, and without prejudice to the powers to modify contracts provided for in arts. 205 of the LCSP and 9 of Decree Law 3/2016 expressly provides for the possibility of modifying the contract in the following cases:

- t) If, during the term of the contract, technological, economic or user needs variations occur, which advise a modification or adaptation of the benefits initially provided for in the contract (up or down).
- b) If, during the term of the contract, the real needs are higher than those initially estimated.

In the event that the needs of the entity bidding for the specific contract change, the amounts of the specific contract may be modified by up to 20%. These will have to be motivated by new consumption of the recipient entity, or centers dependent on or linked to the same entity.

**R.3. MODIFICATIONS DUE TO ADDITIONAL BENEFITS, UNFORSEEABLE CIRCUMSTANCES AND NON-SUBSTANTIAL MODIFICATIONS.**In accordance



with article 205 LCSP, supplies may be added to those initially contracted as long as the change of contractor is not possible for economic or technical reasons for the entities receiving the supply. In any case, the global maximum limit of a modification for this reason will be 50% of the initial value of the contract, excluding VAT, in isolation or together with the rest of the modifications. When the need to modify a current contract arises from supervening circumstances that were unforeseeable at the time the tender was held, understanding the SDA or the specific contracts of the recipient entities, compliance with the following conditions must be justified:

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

In the event of planned changes: The changes planned and agreed by the contracting body will be mandatory for contractors. In the event of unforeseen modifications: The procedure for an unforeseen modification will additionally require a hearing from the contractor.

The procedure for both types of modifications is that 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 imply a redistribution of the budgetary annuities, whenever it is necessary to carry them out for justified reasons. of a supervening nature and not attributable to any of the parties.

**R.6.** The contractors may not introduce or execute any modification without prior approval by the CSUC, and, where appropriate, the corresponding budget, by the competent Body.

### **R.7. Modification procedure of the SDA and specific contracts:**

The person in charge-coordinator of the SDA or the person in charge of the specific 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 change:** In this case, it will be necessary to notify the contracting authority 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 LCSP. In these cases it is not necessary to hear the contractor, it is enough to notify, publish and formalize the modification.

**Unforeseen modification:** The need to modify the SDA/specific contract will be communicated to the contractor, granting him a hearing period of fifteen (15) business days, after which the competent Contracting Body will agree, where appropriate, to approve the modification, determining the effects Of the same. The justifying report, if applicable, the contractor's allegations, as well as all the reports generated in the modification procedure must

be published in the Contractor Profile. In the event that the modification is to a SARA contract, it must be published in the DOUE.

The contractors may not introduce or execute any modification of the SDA/specific contracts, without the 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 person in charge-coordinator of the SDA is the Director of Joint Purchases of the CSUC.

S.2. Those responsible for specific contracts are the people indicated below, or those who appear in each invitation or at the time of formalizing the order,

Entity	Contract Manager
UVIC-UCC	M. Mercè Gascó
ICFO	santiago martin
UdG	Luisa Matas
UdL	Mariona Capdevila
URV	Esther Ferrando
IRBLleida	eva lopez
IBEC	Ana Gonzáleztolez
ICRA	ivan sanchez
IDIBGI	Anna Ribas
IISPV	Joan Vendrell
IRBB	martha aguera
PCBs	Nieves Jimenez
CRG	Peace Master
VHIR	Mireia Casamajor
CTFC	Inma Clop
IREC	Monica Jimenez
URJC	Andres Arce
HSCSP	Veronica Palau
IJC	laia reyes
CRAG	Mario Moreno
ICN2	Joseph Salvador
IGTP	John Giardini

In the event that the specific contracts are tendered and awarded directly by the entities adhering to the SDA, those responsible for the contracts will be only those of the entity itself.

In the case of entities that adhere after the formalization of the SDA, they will designate their corresponding person responsible for the contract.

**S.3** The person in charge of the contract of each entity will have the capacity to:

- a) Promote and convene 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 the incidents that arise in the execution of the contract, 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.
- d) Propose to the person in charge of the contract-coordinator, if applicable, the extension of the contract.
- e) Propose to the person in charge of the contract-coordinator the exercise of the prerogatives contained in art. 190 and following of the LCSP.
- f) Establish the appropriate guidelines in each case, being able to request from the successful bidder, at any time, the information he needs on the state of execution of the object of the contract, the duties of the successful bidder, and compliance with deadlines and actions.
- g) Attend the acts of reception and sign the / s record / s of reception (or document that certifies the conformity or disagreement in compliance) and, where appropriate, give or not the conformity to the invoices presented.
- h) Direct instructions to the contractor as long as it does not imply a modification of the object of the contract or oppose the provisions in force or those derived from the specifications and other contractual documents.
- i) Inspect and be informed, when requested, of the execution of the object of the contract.
- j) Exercising any function that contributes to the proper functioning of the supply, which is not the responsibility of the contracting authority.

## **T. Special execution conditions**

Those expressly indicated in the PPT and the obligation of the contractors to communicate to the Responsible-Coordinator, at his request, the list of specific contracts that have been awarded to them, indicating: Contracting Administration, validity period, possible extensions, PBL and VEC .

## **U. Content and characteristics of the telematic presentation of offers**

In the telematic presentation of offers, it will be necessary for the bidders to contribute,

1. Documentation accrediting economic and financial solvency, as well as technical or professional solvency. In order to prove the technical and economic solvency, it is necessary for the bidders to prove the solvency in the forms provided in section F of the characteristics table.
2. Documentation accrediting the personality and capacity of the candidate. 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.
3. Certificates from the competent bodies, certifying that the successful bidder is up to date with the tax obligations with the State and the Generalitat of Catalonia and Social Security contributions.

Foreign companies will have to present a certificate of absence of debts with the tax and labor/social security authorities of their country.

In any case, this documentation may be replaced by a certificate from the bidder's auditors indicating the absence of debts with the tax and social security/labor authorities of their country.

4. Civil liability insurance policy provided for in clause 33 and the last receipt evidencing the payment of the premium and a responsible declaration committing to renew the policy annually.
5. Accreditation of representation. The representation will be accredited in the following way:
  - When acting on your own behalf. A copy of the national identity document (DNI) or valid passport of the bidder must be submitted.
  - When appearing on behalf of another. It will be necessary to provide a deed of power of attorney, granted before a notary public, or a certificate of appointment granted by the competent government body and in any case registered in the Commercial Registry or equivalent and a copy of the national identity document (DNI), or passport of the representative.
6. Annex 0 DEUC duly completed.
7. Annex II Electronic Catalog with the company's products, completed following the format established by the Contracting Authority.
8. Annex IV "Supplier conditions" indicating: the main interlocutor, the categories in which participation is requested, the minimum order with freight included, the amount of the national ports, the price of urgent delivery (less than 24 hours) and the delivery time by category.
9. Annex V "Declaration of absence of conflicts of interest of the beneficiaries"
7. Annex VI PCAP. Declaration of transfer and treatment of data in relation to the execution of actions of the Recovery, Transformation and Resilience Plan (PRTR).
8. Annex VII PCAP. Declaration of commitment in relation to the execution of actions of the Recovery, Transformation and Resilience Plan (PRTR).

9. Annex VIII PCAP. Responsible declaration on compliance with the principle of not causing significant harm to the six environmental objectives within the meaning of article 17 of Regulation (EU) 2020/852.

If the company is registered in RELI, ROLECE or an equivalent bidding company registry and the data is current and conforms to the content and requirements of this PCAP, it is exempt from the obligation to submit documents from 1 to 5.

The required documents that are not reported in the RELI, ROLECE or equivalent registry must be submitted separately.

The documents related to the competitive funds (Annex V, VI, VII and VIII) will have to be submitted until the end of the validity of the PRTR.

In any case, each entity that processes a specific contract based on this SDA and financed by third parties will be obliged to request the documentation required in the bases and calls for financing or aid regardless of the documentation referenced in this SDA.

In the event that the bidder does not provide the aforementioned documentation, it will not be admitted to the SDA.

The contracting body every five (5) years will ask the admitted companies for an affidavit confirming that they continue to comply with the documents required for admission.

The adhered entities, once a year or specific contracts, may ask the admitted companies for an affidavit confirming that they continue to comply with the documents required for admission.

## **V. Billing and payment conditions for specific contracts**

The supplies acquired through specific contracts will be paid for by the entity receiving the supplies.

It is the faculty 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 made monthly, or several invoices broken down in the manner that the Administration that receives the supplies decides (for example, for research group, unit, etc.), as well as may demand that invoices be sent through the electronic portal that they consider appropriate. With the conformity with the supply, the invoice will be processed.

The invoices issued will have to explicitly contain all the information necessary for their correct interpretation. They will include, as a minimum, the following concepts:

File number, category, center tax datamanager, supplier's fiscal data, order date, delivery note number, order number, invoice number, place of delivery, product description, number of products, amount without VAT, VAT and the amount with VAT.

For the entities that request it, each invoice will be accompanied by a shipment of a file with all the details of the invoice for its review and revision, and in any case it must indicate the object, the quantity, the unit price and the research project. if informed by the contracting entity".

Alternatively, and with the express acceptance of the person responsible for the contract, equivalent solutions will be accepted that allow exhaustive review of the invoice.

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

For the entities that request it, the contractor will send at the end of the period to be determined, a list of all the supplies made in this period, indicating the amount of each of them and the breakdown of the supplies made and the corresponding VAT. The list of invoiced supplies must provide the maximum detail of each of them, and in any case must indicate the object, the quantity, the unit price and the research project in case it has been informed by the contracting entity.

## **W. Adhesion of the participating entities to the SDA and to the specific contracts**

W.1. The consortium entities and entities initially adhered to the joint contracting identified in group A have expressly expressed their agreement with the tender and the specifications by means of an agreement adopted as established in the internal contracting regulations of the CSUC that:

1. Enables the contracting body of the CSUC to approve the file and have the opening of the award procedure of the SDA.
2. It entails the entity's commitment to participate in the contracting procedure.

W.2. Any adhesion on the part of the entities foreseen in section A.1.2 of the table of characteristics that is made in the SDA, will involve the entity that intends to adhere to the issuance of a document with the minimum content provided for in Annexes III or IV of the internal contracting regulations of the CSUC, which will state at least that:

1. Expressly approve the specifications.
2. Express your willingness to join the SDA.

W.3 The adhesion agreement with the entities adhered to the SDA enters into force on the day it is signed, except for those categories or products offered under the Dynamic Acquisition System and included in contracts, in force, signed by the Entity and others contractors. In these cases, adherence to those categories or products will be effective at the end of the validity of the previous contract.

W.4. Entities adhering to the SDA may unsubscribe from any category or from the entire SDA, by sending a notice of withdrawal signed by a representative of the entity with sufficient power to the email [licitacions@csuc.cat](mailto:licitacions@csuc.cat) . This withdrawal will be effective the day after its publication in the profile of the CSUC contractor.

W.5. Adherence to a specific contract processed by the CSUC can only materialize once the adherence to the SDA has been formalized. The entity that seeks adhesion will require the issuance of a document where it will contain at least that:

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

Once the CSUC receives the adhesion agreement document duly signed by the new participating entity, its incorporation will be notified by e-Notum to the approved contractors and, subsequently, it will be published in the CSUC contracting profile.

W.6. The entities participating in the specific contracts may not disassociate themselves outside of the provisions of the applicable regulations.

## **X. Administrative issues**

### **X.1 Calculation of terms**

The deadlines counted from the notification will be calculated from the date of sending the same or the notification notice, if it were by electronic appearance, provided that the act object of notification has been published the same day in the Contractor Profile of the organ of hiring. Otherwise, the deadlines will be computed from the receipt of the notification by the interested party.

### **X.2 Statement on electronic communication**

In the "registration form of offers for the file" of the "telematic offer" tool, the persons authorized to receive notifications through the e-Notum system will be designated and the email address where they will be received will be indicated. All electronic communications to the bidder of the SDA and of the specific contracts carried out by the beneficiary entities will be made at the indicated address and persons.

## **Y. Presentation of offers through the Electronic Catalog**

### **Y.1 Definition of the electronic catalog**

The electronic catalogue, provided for in article 36 of Directive 2014/24/EU, is an electronic format for the presentation and organization of bid information that constitutes the means of access for economic operators to a public procurement procedure that must be processed electronically.

Economic operators will have to adapt their general catalogs based on the specifications and formats that are described. This adaptation guarantees that the catalog transmitted to respond to a certain contracting procedure only incorporates products that the economic operators have estimated meet the requirements of the contracting authority.

In addition, when there are sufficient guarantees regarding traceability, also in equal treatment, as is the case, the recipient entities are authorized to generate offers related to specific purchases on the basis of electronic catalogs previously sent.

### **Y.2. Rules and regulations of the Electronic Catalog**

The entities participating in the SDA may award contracts based on the dynamic procurement system, acquiring that the offers related to a specific contract are presented in an updated electronic catalog format. In this case, contracting authorities must use one of the following methods:

- a) Invite bidders to resubmit their electronic catalogues, tailored to the requirements of the specific contract, or
- b) Notify the bidders of their intention to obtain, from the electronic catalogs already submitted, the necessary information to constitute offers adapted to the requirements of the specific contract in question, provided that the use of this method has been announced in the tender documents. the hiring of the SDA.

The adhered entity has the capacity to carry out a new tender inviting all the bidders to present a new offer and award it to the best one or, it has the capacity to buy directly from the electronic catalog in accordance with clause 23 of the PCAP.

The adhered entity may announce a future purchase by catalog so that the bidders can adjust the catalog price. In this case, they will notify all the suppliers admitted in the corresponding category.



### Y.3 Format for submitting offers from companies:

The Contracting Authority will establish the format for submitting offers for electronic catalogues, to which bidders will have to adapt their offers, the way they are presented and the electronic tool used for their processing.

By standardizing the offers presented in the electronic catalog in a common format for all suppliers, the comparison of offers is easier, operability is increased, efficiency is improved and the effort required for member entities and economic operators is reduced. With the presentation of the documents for adherence to the SDA, the bidder must present an initial catalog according to the format established by the contracting authority in Annex II of the PCAP. This catalog can be subsequently completed with more products and those that are obsolete may be unsubscribed at any time.

In the Electronic Catalog it will only be possible to offer products that meet the requirements of the contracting authority and it will be the responsibility of the bidder to provide the appropriate information. Suppliers, in addition to completing the electronic catalogs, can attach other documents that complete the offers.

The catalog will be sent in an .xlsx file with the following fields informed:

- Category (required)
- Article code (mandatory)
- Manufacturer code (mandatory)
- CAS code, for chemical products (mandatory)
- Item description (required)
- Service format the article (mandatory)
- Trademark (required)
- VAT (%) (mandatory)
- Final price, without VAT, (discounts, shipping, rates and other taxes already applied) (mandatory)
- Article URL: article website (own website or manufacturer) (optional)

Those responsible for the entities, when they consider it, may ask the suppliers to provide new information.

Suppliers will only offer products from the categories to which they have been admitted and it is their responsibility that the information contained in their electronic catalog is true, correct in form and that it is up to date.

Suppliers must display SDA prices or lower if they have processed a specific contract on their laboratory material web pages by users of identified member entities. In other words, the price must appear unequivocally on the providers' web pages.

#### **Y.4 Update of offers in the electronic catalog**

The electronic catalog contains the offers presented by the admitted companies, at a given moment in time, which can be improved, reviewed and updated. These offers will be called list prices. Member entities will be able to consult the changes produced in the offers through an electronic catalog traceability system.

Bidders have the possibility to verify that the offer is still valid and, if not, they can correct any material changes or errors. At all times the contracting body will understand that the catalog prices are valid offers at the time of the order and that price will remain constant until billing.

This applies to catalog prices as long as no specific contract has been made and a new specific catalog has been generated by the adhering entity (awarded catalogues, see Y.5).

#### **Y.5. awarded catalogs**

For the purposes of this SDA, the awarded catalog is the price list resulting from a specific SDA contract. This awarded catalog will be generated by means of an invitation to participate to all the companies admitted in the category of the object to be contracted and having carried out an evaluation and classification of the offers based on the award criteria indicated in the invitation to participate.

The prices of the awarded catalog may not be subject to review of changes in their validity.

#### **Y.6. Own catalog by entity**

Suppliers will be able to offer differentiated catalogs to the entities, which will have to be sent and updated separately from the general catalog and thus the entities participating in this SDA will be able to have their own electronic catalog, within the catalog platform developed by the CSUC.

The requirements and operation of these own catalogs will be the same as those of the general catalogue.

The offers presented in the company's own catalogues, will have to respect the execution requirements indicated in these specifications, being able to improve, but never failing to comply with the established minimums or maximums. The entities will manage the updates with their suppliers.

The catalogs awarded in the specific contracts with 2nd tenders may also be uploaded in the entity's own catalog, respecting the conditions and duration offered in the 2nd tender.

## **Y.7. Electronic catalog user manual**

The operation of the technological platform that supports the electronic catalog is documented in manuals and video tutorials, available to suppliers and affiliated entities.

The current version of these manuals is included in Annex III of the PCAP. The manuals and video tutorials updated with the latest version will be found in the notification panel of the contractor's profile.

At the beginning of the execution of the SDA, training sessions will be given to suppliers and entities on the operation of the electronic catalogue.

## I. General provisions

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### **First. Needs to satisfy, object and legal regime of the tender**

1.1. The needs to be satisfied through the SDA and the resulting contracts are those that appear in the technical specifications document (PPT, hereinafter), in section B (Needs) of the table of characteristics of this PCAP, as well as in the report of needs that appears in the file. The SDA provided for in this specification has the objectives set out in section A.1 (object) of the characteristics table.

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

1.2.1. The CSUC to promote the efficiency of public spending, a principle embodied in the Statement of Motives of 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 financial year 2023, this SDA of laboratory material, in order to rationalize the current purchase and public spending, therefore considering that it is a service and supply of a habitual and current nature, whose characteristics make it possible for them to be easily carried out by operators that exist in the market, so that the public interest will always be satisfied, it is considered pertinent to go to an SDA, in accordance with what is established in art. 223 et seq. LCSP.

The service rationalization procedure constitutes an opportunity for change, generating benefits both for the providers and for the administration itself: greater convenience in the processing, elimination of displacements with the corresponding saving of time and money, increased transparency, greater concurrence and participation of the regional business fabric and the opening of the market. For this reason, the CSUC proposes an innovative purchasing structure combining the SDA procedure with the use of the electronic Catalog that will allow contracting in a more agile, transparent way and with comparative indicators, and at the same time makes it easier for economic operators who can satisfy the object of the contract can be admitted in the SDA itself,

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

#### 1.2.2. SDA phases

The bid is divided into two phases. In the first, the companies admitted to the SDA will be selected, and in the second, the laboratory material to be consumed by each Center will be contracted.

a) Establishment: in order to select the companies admitted to the SDA, some solvency requirements are defined (Section F of the characteristics table) that the companies will have to comply with in order to be qualified to apply for subsequent specific contracts. Once the presentation of the documentation is open, 30 days for presenting the documentation and within a period of 10 days, extendable to 15, the contracting body will respond to the admission or not of the companies that apply and the specific contracts can now be concluded.

From the moment of its publication and until the expiration of the SDA, any professional or company that meets the requirements, capacity, professional qualification and solvency, may apply for admission to the system without there being a deadline for admission, as established in the arts. 224 and 225 LCSP. For the new incorporations or admissions in the SDA, these will be resolved in the first ten days of each of the even months (February, April, June, October and December, with the exception of August), resolving all requests from those economic operators who have applied for entry into the system since the last admission resolution.

Likewise, candidates who have been admitted to the SDA may unsubscribe at any time, by sending a notification via electronic means, expressing the desire to unsubscribe from the system.

Ineligible companies may reapply during the term of the SDA.

The SDA tender is carried out by the CSUC. The bidding for specific contracts may be carried out centrally by the CSUC itself or in a decentralized manner by the member entities themselves.

In the application for participation in the SDA, no type of technical offer must be presented, but an initial catalog of products and prices must be presented.

The purposes of establishing this SDA are:

- Select the companies admitted to the SDA for each of the categories, with no limit to the number of companies admitted.
- Set the general conditions for awarding and execution of subsequent specific contracts of this SDA where the type of items/material to be supplied will be determined.
- Determine the remuneration system, the general conditions of maintenance supplies and the basic terms that may be modified in specific contracts.
- Administratively structure and enable the use of the electronic catalog.

b) Specific contracts

b.1) Throughout the validity of the SDA, specific contracts may be entered into by the contracting body of the CSUC or by the affiliated entities, inviting all the suppliers admitted in the corresponding category. In this case, the entities will have a period of 10 business days to present their offers.

b.2) Entities may also benefit from the catalog price without the need to hold a new tender, as stated in article 36.4 b of the DC, which establishes that offers can be made based on the catalogs that the bidders will present.

b.3) The specific contracts may be of a multi-year nature. As many specific contracts may be tendered for each category as deemed appropriate.

The call for the award of each specific contract must include, at least, the following information:

- Amount
- Products
- Place of delivery
- Award criteria

The complete offer (with prices and other details that may be required) must be presented in accordance with what is indicated in each document of the specific contract within the framework of the SDA.

b.4) The purposes of the specific contracts are:

- Specify the needs corresponding to the duration of the corresponding specific contract.
- Improve catalog offers.
- Award the supply of the corresponding material among the admitted companies of the SDA.

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

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

1.2.3. The goods that are the object of this SDA are grouped into the categories that are specified in the characteristics table.

Bidders may apply for one or more categories, each of which is a bidding unit. Admission in each of the categories will be resolved by admission resolution of the contracting body. The CSUC, as the managing entity of this SDA, may introduce new CPVs into the categories provided they are related to the object of the same category, that they do not require a different capacity from the contractors than that initially requested and, in any case, giving the appropriate advertising.

1.2.4. The description and characteristics of the benefits to be satisfied by the admitted companies are defined in the specifications, which specify the factors of all kinds to be taken into account. If applicable, the description and characteristics will be defined in more detail in each of the tenders that are 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 coding related to the Common Vocabulary of Public Contracts (CPV) is the one provided in section A.3 of the characteristics table.

1.5. In case of inconsistency between this specification and any other contractual document, the provisions of this PCAP will prevail.

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

1.7. This SDA and the specific Contracts derived from the SDA, have the nature provided for in Section A.2 of the Characteristics Table and will be governed by the clauses of this Specification and, in matters not provided for in these, by Law 9/2017, of November 8, of Public Sector Contracts, by which the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of February 26, 2014 (hereinafter LCSP) are transposed into the Spanish legal system. .

1.8. Regarding the use of the electronic catalog, the provisions of the Directive of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of February 26, 2014 (hereinafter DC). In addition, the remaining rules of administrative law will be applied and, failing that, the rules of private law.

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

- The LCSP, Law 9/2017, of November 8, on public sector contracts.
- Decree Law 3/2016, of May 31, on urgent measures in public procurement
- Art. 159 of Law 5/2017, of March 28, on fiscal, administrative, financial and public sector measures.
- General regulation of contracts of public administrations, approved by Royal Decree 1098/2001, of October 12 (hereinafter, RGLCAP), in what is applicable and is not incompatible with the LCSP.
- Decree 107/2005, of May 31, creating the Electronic Registry of Tendering Companies of the Generalitat de Catalunya.
- ORDER VEH/172/2017, of July 25, approving the applications of the Public Procurement Services Platform and the Digital Envelope.
- Law 39/2015, of the common administrative procedure, Law 40/2015, of the legal regime of the public sector and Law 59/2003, of December 19, of electronic signature.
- Law 1/1998, of January 7, on language policy and the regulations 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, regarding the protection of natural persons with regard to the processing of personal data and the free movement of such data.
- Law 25/2013, of December 27, promoting electronic invoicing and creating the accounting record 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 November 11, on the general point of entry for electronic invoices in Catalonia (DOGC no. 6749).
- Royal Decree 53/2013, of February 1, which establishes the basic rules applicable for the protection of animals used in experimentation and other scientific purposes, including teaching
- Current regulatory regulations for pressure equipment regulations, regulations on the storage of chemical products, electrical equipment and occupational risk prevention.
- Regulations governing financing funds and aid from third parties.
- In addition, by the rest of the administrative law regulations and, failing that, by the civil provisions in force regarding obligations and applicable contracts. The internal contracting regulations of the CSUC will also apply.

Likewise, the contract will be governed by the conditions set forth in this document and in the PPT, which form an integral part.

1.10. Submission of the offer by the bidder will comply with the provisions of this list of particular administrative clauses and will imply the unconditional acceptance by the latter 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 on its application will be carried out taking into account in the first place the PCAP that will prevail over any other norm.

1.11 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 regarding labor legislation, social security, safety and hygiene at work, environmental and social management standards, as well as the that may be promulgated during its execution. Failure to comply with these obligations by the contractor will not imply any responsibility for the Contracting Authority.

## **Second. Recipient entities**

The recipients of the supplies covered by this SDA are the entities indicated in section A.1 of the table of characteristics.



### **Third. Contracting body and file approval**

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

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

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

3.4. The contracting body has the following prerogatives:

- The interpretation of the SDA.
- The resolution of doubts offered by its compliance.
- The SDA amendment agreement.
- The agreement to extend the SDA in accordance with the provisions of this PCAP.
- The agreement of the resolution of the SDA, and determine its effects.

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

3.6 In application of what is established in article 36 DC, it is foreseen that offers can be constituted based on the catalogs that the bidders will present to the constitution of this SDA. For this reason, bidders will have to present a catalog of products according to the specifications detailed in the specifications.

These catalogs may be completed later by the companies admitted to the SDA, when the Contracting Authority informs the bidders through a communication, the intention to constitute the offers with the products of their catalogues, adapted to the specific needs of the Contracting Authority.

Once the candidates admitted to the SDA have carried out the necessary actions to complete their catalogues, the contracting body will select from among them and from each of the catalogs of the candidates who have not opposed, those products that satisfy the needs of affiliated centers. This selection will be made by applying the established award criteria.

### **Quarter. Bid Base Budget and SDA Estimated Value**

4.1. Given the provisions of article 100.3 LCSP, although it is not mandatory prior to the SDA processing to approve a bidding base budget (PBL), it is detailed in section C.1. from the feature chart.

During the specific contracts, a bidding base 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 recipient entities of the supplies prior to the bidding process for each of the specific contracts.

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

In any case, and in order to adjust to the needs of the recipient entities and given that it is a selection where the admitted companies are obliged to provide a plurality of goods to be supplied, by means of a list of unit prices, without the number of them is fixed, the maximum volume that can be contracted through the SDA by category 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 bidding base budget is the maximum estimated value excluding VAT of the set of specific contracts provided for during the term 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 expense 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. The rest of the taxes that may be applicable are not reflected either.

## **Fifth. Place of provision of supply and term of validity of the SDA**

5.1. The nature of the supplies and benefits covered by the SDA means that they must be provided at the premises of the entities benefiting from the contract and/or at the contractor's premises, in accordance with the provisions of the PPT and, in any case, with the contractor means.

5.2. The maximum term of validity of the SDA, of the specific contracts and that of their possible extensions will be 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 established in the applicable regulations at that time. Specific contracts may only be awarded within the framework of an SDA during the term of the same, the relevant date being the date of award of the specific contract, since it is understood that this requirement has been met. Therefore the specifics can exceed the end date of the SDA.

5.3. The specific contracts shall be understood to have been fulfilled by the contractor when the latter has performed the entire provision, 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 in the contract: restricted procedure, with ordinary processing. In the tender, any interested businessman, who meets 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 specifications that regulate this tender are available in the CSUC contracting profile.

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

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

### **Seventh. Valuation criteria of the SDA and specific contracts**

For the establishment of the SDA, those companies 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, will be admitted.

Proposals for specific contracts will be assessed in accordance with the assessment criteria detailed in each tender by the contracting entities and in accordance with the provisions of section J of the table of characteristics.

The Contracting Committee, when acting, may request the technical reports it deems necessary before formulating its award proposal.

### **Eighth. Accreditation of the aptitude to hire**

In accordance with the content of section E of the table of characteristics, Spanish or foreign natural or legal persons who prove their economic, financial and technical solvency may submit bids in accordance with the provisions of section F of the table of characteristics.

The circumstances related to the capacity and the absence of prohibitions to contract must be present at the time of presentation of the application for participation in the SDA and subsist at the time of the perfection of the specific contract in question.

Those companies that have participated in the elaboration of the technical specifications or the preparatory documents of the contract, by themselves or through a temporary union of businessmen, may not participate in the tender, provided that this participation may cause restrictions to free competition or suppose a privileged treatment compared to the rest of the bidding companies.

### **Ninth. Contractor profile**

9.1. In order to ensure transparency and public access to information related to its contractual activity, and without prejudice to the use of other means of publicity, the CSUC has a contracting profile that will be accessed according to the specifications set out in regulate on the website:<https://www.csuc.cat/ca/seu-electronica>.

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

9.3. The dissemination through the profile of the contracting party of the information related to the admission of the SDA will have the effects foreseen in section 2, of chapter I of the second book 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**

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### **Tenth. Selection and admission procedure**

10.1. Admission to the SDA will take place according to the deadlines indicated in section I of the table of characteristics. Heselection and admission procedure,in which any interested businessman 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 of the LCSP.

Companies may request 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 contracting table will qualify the general documentation of the bidding companies: personality, capacity to act, authorization, economic-financial, technical solvency and the rest of the documentation required in Envelope A. The bidders will have to possess the capacity and the solvency necessary to participate in this tender on the deadline for submission of offers.

In this way, the first list of businessmen admitted to the SDA will be constituted, which due to the nature of this type of system may be extended successively whenever there are new applications from companies that meet the admission requirements established, in this way, There will be a varied number of bidders who will provide us with a wide range of offers with which we will obtain the best value for money for the supplies requested.

Any operator who wishes can participate in the system, without a maximum number, by submitting a membership application in which it expressly indicates:

- That it meets and accepts the approved capacity and solvency conditions, the predetermined selection criteria, as well as the rest of the conditions established in the contractual specifications.
- That you want to join the SDA to participate in the acquisitions and benefits derived from this SDA.

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

The admission agreement must be adopted by the CSUC Contracting Body, with the proposal of the contracting table and its acceptance or rejection will be communicated within ten business days, extendable to fifteen days from its receipt.

As provided in the first clause of this document, companies may appear throughout the entire validity of the SDA. These new admissions of companies in the SDA will be resolved in the first ten days of each of the even months during the same validity of the SDA. 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 and to be able to present their electronic catalogues, for those categories in which they have been admitted. .

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

The selected companies may unsubscribe from the system at any time provided that a representative of the company with sufficient powers notifies the contracting body reliably by electronic means with two months' notice.

2.- Only companies that are admitted to the system at the time of starting the specific contracting may participate in the specific contracting procedure.

The periodicity of specific contracts will depend on the needs of the Contracting Authorities. All businessmen admitted to the SDA will be simultaneously invited to submit bids, specifying the start date and time.

The electronic presentation of offers may be carried out through the Electronic Catalogue, as specified in the table of characteristics. The Contracting Authority, as established in article 36 DC, may require that offers be presented in the form of an electronic catalogue.

10.2. From the publication of the announcement of the SDA until its validity expires, companies may have free, direct and complete access to the specifications 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 LCSP.

## **eleventh Proposals: documentation and form of presentation**

### **11.1. Characteristics of the propositions**

The proposals will be secret and their presentation will imply the unconditional acceptance, by the bidder, of the content of the administrative clauses and technical requirements that govern the bidding.

Foreign companies will have to present the documentation in English, Spanish or Catalan and with the reliable requirements demanded in current regulations.

Each bidder cannot submit more than one proposal. Neither may he sign 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 leads to the exclusion of all offers submitted by the bidder himself.

### **11.2. Presentation of proposals in the SDA**

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

The submission of proposals and membership applications for this procedure will be carried out through the electronic public procurement platform within the period 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 document, without exception or reservation.

The proposals will be presented using the telematic offer 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 completed before the deadline for submitting offers in the dossier.

To access the form, you must first search for the tender notice on the public procurement portal

([https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=205997](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 in which you will click on the link "Telematic presentation of the offer" which will open a new tab with the registration form of offers for the file.

Once the company, registration and contact information has been filled in, you must click the "Add" button to go to the next step.

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

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

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

### **11.2.2. Presentation of the offer/documentation**

The presentation of the offer: the documentation is sent and the presentation ends with a proof of presentation of the offer. The data reported by the bidding company in the submission form, together with the attached files, are sent to the corresponding contracting body through the PSCP, recording receipt in the Generalitat Corporate Registry (S@rcat) o Registry integrated with the MUX of the AOC Consortium. The bidding companies can attach a compressed file in which they can include as many documents as necessary up to a maximum of 10 MB per

offer. At least one document must be attached. The most common document formats are accepted (pdf, zip, etc...) Once the offer has been correctly sent, the bidding companies receive the proof of presentation, electronically signed by the PSCP, with the information of the offer and the number, date and time of check-in.

### **11.2.3. Amendments to the submitted documentation**

In the event that the contracting body has identified rectifiable defects in the offer, has to request clarifications or supporting documentation (if successful), it may open an amendment/clarification/supporting documentation for an offer within a period of time. In these cases, the company will receive an automatic email at the address provided in the offer submission form. This email indicates the reason for the correction/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 companies, given its special characteristics, and without violating the principles of publicity and transparency, bidders will have to identify the documentation or information that they consider confidential.

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

Declarations of confidentiality of a generic or absolute nature will not be accepted and will have no effect. For these purposes, it will be necessary for the bidder to specify in his declaration which documents or parts thereof must be considered confidential; to what extent should they be protected from the knowledge of another bidder; and identify the specific legitimate right or interest that justifies its confidential nature and that, where appropriate, could be compromised by access to the documentation.

### **11.4. Document writing language**

The administrative documentation required in envelope A for the establishment of the SDA must be submitted in one of the two official languages: Spanish or Catalan, and the qualitative and economic documentation required in specific contracts must be submitted in the language that Determine the calling entity.



## **Twelfth. improvements**

Bidders may offer improvements under the conditions determined in section J of the characteristics table. In the event that they are admitted, the improvements will be understood to be included in the award price, and must be clearly identified within the corresponding envelope.

## **Thirteenth. hiring table**

13.1 The contracting committee for admission to the SDA will be made up of the people indicated in section K of the table of characteristics. In specific contracts, it must be as determined by the entity calling the tender. However, the committee may act assisted by the specialized advisers that are necessary, depending on the nature of the issues to be discussed.

The appointment of the members of the contracting committee will be made specifically for the award of the contract referred to in this document.

13.2. The contracting table will only act in the cases that appear in section K of the table of characteristics.

13.3. With the exception of the president and the members who are assigned the functions corresponding to legal advice and economic and budgetary control of the CSUC, the members and substitutes of the contracting table may, for duly justified reasons, delegate their vote to another member or substitute. from the table indistinctly. In this case, it will be necessary for the delegation to be made in writing and to be documented in the corresponding table minutes.

13.4. The functions of the contracting table are those established by the LCSP and its regulatory development.

## **fourteenth. Documentation to present**

It must be taken into account that the personal data of the bidding companies, obtained by the Administration in this contracting procedure, will be processed by the unit responsible for the processing activity in order to be able to prove and verify the information provided, regarding the Basic information on the protection of personal data of bidders. Likewise, it should be remembered, in the event that on the occasion of participation in this tender, companies have to communicate personal data, both to incorporate them in their offers, and to prove compliance with the pre-award requirements, which is provided for in articles 6 and 11 of Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights,

As it is an SDA, admission applications will be valid for the entire duration of the SDA. They must be presented using the telematic presentation of offers, as determined in the eleventh clause, and attaching the documents indicated in the letter U of the characteristics table.

### **Fifteenth. Evaluation of applications for admission to the SDA**

15.1. After the deadline for submitting applications for participation, the recruitment committee will proceed in a private session to evaluate the documentation submitted by the candidates in their application for participation and will automatically dismiss those companies that do not provide all the required documentation or that do not meet the selection criteria set out in these specifications.

In the event that there are candidates whose documentation had been presented with defects or omissions considered rectifiable, the interested parties will be notified via the platform, for the purposes of their amendment within a maximum period of 3 business days, counting from their communication, if not do so, they will be excluded from the SDA.

The contracting table may ask the bidding companies for the clarifications they need on the certificates and documents presented or require them to present additional information. In this case, the bidding companies will have a period of five (5) calendar days, without being able to appear after the offers have been declared accepted, in accordance with article 22 of the RGLCAP.

Once the defects in the submitted documentation have been corrected, where appropriate, the contracting committee will evaluate and propose the companies selected to form part of the SDA and those excluded in the contracting body, as well as, where appropriate, the causes of exclusion.

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

15.2. Evaluations of requests for participation throughout the validity of the SDA

During the entire validity of the SDA, requests for participation can be received. The evaluation of the applications will be carried out within the periods established in section I of the table of characteristics.

The evaluation will be carried out as foreseen in section 15.1.

### **sixteenth Admission of companies in the SDA**

16.1. Once the contracting committee 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 the exclusion. This decision will be notified to each of the candidates and will also be published in the profile of the CSUC contractor.

This same process will be repeated throughout the validity of the SDA as many times as participation requests are received, in a grouped manner (every even month except August).

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

Applications for participation will not be accepted:

- Those filed simultaneously by the same company or by an individual entrepreneur.
- Those presented in temporary union with other companies when one or more of the companies that integrate it have also presented a joint application that forms part of another temporary union.
- Presentation of different applications for participation by related companies in which one exercises effective control over the other, having a large majority in the participation of its capital. However, if the link occurs before the end of the period for submitting applications for participation, the offer determined by mutual agreement of the aforementioned companies may be substituted. Related companies will be considered 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 corrected within the corresponding period.
- They do not present the required administrative documentation in a timely manner, unless it is considered a defect or error that can be corrected by the Assistance Body.
- The documentation presented does not conform to what is required by this Clauses.
- They have not corrected, within the period granted for this purpose, the defects or rectifiable errors observed in the prior qualification of the documents by the Assistance Body.
- Failure to submit the required electronic catalog with the correct format as specified in clause Y. of the characteristics table.

In the case of non-admitted companies, they may reapply for admission when 30 days have elapsed from the date of communication of the non-admission agreement, but their admission, requirements and procedures will be those determined in the fifteenth and concordant clause of this sheet.

## **seventeenth. Guarantee**

### **17.1. Constitution definitive guarantee**

In accordance with the provisions of section G of the characteristics table.

### **17.2. Warranty period**

In accordance with the provisions of section M of the characteristics table.

## **Eighteenth. Admission and notification**

18.1. The resolution of admission to the SDA will be carried out within the periods provided in article 225 LCSP and as determined in the nineteenth clause.

18.2. SDA declaration void. The contracting body may declare the SDA void or any of its categories, with reasons, when there is not at least one candidate or when no candidate meets the selection criteria set out in the characteristics table. In the event that a category of the SDA is deserted, this category will remain active so that the admission of companies can be possible later, as regulated in the fifteenth clause of this document.

## **Nineteenth. Formalization through the admission resolution**

19.1 The admission of the bidder in the SDA once the documentation provided in envelope A has been verified, and where appropriate, with the pertinent amendments, will be resolved by the contracting authority. In the event that the resolution is negative, considering 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 bidder or discarded candidate to file a sufficiently well-founded appeal against the admission decision, and particularly a summary statement of the reasons why their admission has been rejected.

19.3. The notification will be made via the platform at the email address that the bidders have designated when submitting their proposals. Likewise, the admission and non-admission resolutions of the candidates will be published in an aggregated form in the contracting 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 document and in accordance with the instructions given to the contractor by the person responsible for the CSUC contract to interpret it.

## **Twentieth. Return of documentation**

Not applicable.

## **Twenty-first. SDA update**

The SDA may be updated with respect 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 request admission in categories that have not been presented.

Suppliers must keep Annex IV called “SDA Execution Conditions” up to date.

## **III. Tendering and awarding of specific contracts**

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### **Twenty second. General criteria for bidding for specific contracts**

Admission to the SDA does not give the right to the supply of products. This provision will occur in the event that the companies awarded the SDA receive, under the protection of a specific contract, or through the offers presented in the electronic catalogue, the corresponding orders from the participating entities.

The recipient institutions of the SDA will acquire, under a specific contract, either through a second tender or purchase by catalog, the supplies subject to this SDA under the conditions detailed in this clause, following and concordant.

Once the SDA is constituted, the corresponding tenders may be called, which will be processed in accordance with the provisions of the applicable regulations, the administrative clauses and technical specifications and the contracting regulations of the entity bidding for the specific contract or the purchase by Catalogue.

Each contract that is intended to be awarded within the framework of an SDA must be the subject of a tender, unless offers have been submitted in the electronic catalog format, detailed in section Y of the characteristics table.

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

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

## **Twenty-third. Invitations from specific contracts**

Once the companies are admitted to the SDA, the contracting body may proceed to acquire the necessary items, through specific contracts and after following the procedures detailed in this clause.

Suppliers are not required to appear on all specific contracts.

### **23.1. Invitation of offers for specific contracts through the electronic catalog**

The continuous purchase of the participating entities obliges the bidders to continually update the prices of the supplies that may be the subject of the tender. This circumstance enables participating entities to notify all bidders of the expected consumption of each of the products subject to each tender.

The participating entity interested in purchasing by catalog must, prior to the purchase, have sufficient credit, referenced in the specific file within the framework of the SDA, for a maximum amount calculated based on budget availability, historical consumption and unit price. bidding for the specific contract.

Entities adhering to the SDA may notify all admitted companies of their intention to purchase supplies through the electronic catalog so that they present their catalogs adapted to the requirements of the specific contract. Likewise, companies admitted to the SDA may submit and update their catalogs at any time without the need for any adhering entity to request it.

Admitted companies will have to present their catalogs adapted to the format indicated in section Y.3 and following the instructions for use indicated in section Y.7, both of the table of characteristics.

The second tender will be mandatory, inviting everyone for purchases that exceed the amount of the harmonized supply contracts and for contracts with valuation criteria subject to a value judgment.

In all other cases, it will be possible to obtain supplies through the electronic catalogue.

### **23.2 Invitation of Bids for Specific Contracts by Second Bidding**

The Contracting Authority may also invite all companies admitted to that category to submit an offer through a second tender, subject to the provisions of arts. 162.4, 163.2 and 226.2 LCSP. In the invitations to participate, the companies will be given indications on the requirements for submitting offers. Where appropriate, in the bidding for the specific contract, the bidders will be given a specific administrative clauses document and a specific technical specifications document, in which the basic data of the tender and the obligatory technical characteristics of the products will be stated. to acquire

The term for the presentation of offers will be ten business days from the date of sending the written invitation, although this term may be extended if so indicated in each tender.

**23.2.1. Announcement.** Depending on the established award criteria, the proposals may be made up of one or two envelopes, an end that will be reported to the call: the first envelope (envelope B) will include the corresponding documentation to be able to evaluate the offers based on the criteria quantifiable through value judgments, and the second envelope (envelope C) will include the criteria and the corresponding documentation to be able to evaluate the offers based on the quantifiable criteria through the Application of Formulas. Bids will be submitted following the instructions attached to the invitation delivered to the bidder, and will be made in PDF format by applying the telematic bid (if there are only automatic criteria) or Digital Envelope 2.

In accordance with the provisions of article 226.4 in relation to article 167 letter e) of the LCSP, offers that do not conform to the provisions of the specifications, those that have been submitted after the deadline, that show signs of collusion or corruption, those that have been considered abnormally low by the contracting authority, or those whose price exceeds the base budget for the tender.

The contracting body, when approving the tender for specific contracts, will indicate the expected consumption of each of the products subject to the tender, after studying their needs and after credit certification and approval of the expense, referenced in the specific file within the framework of the SDA, for a maximum amount calculated based on budget availability, historical consumption and unit price of the specific contract.

### **23.2.2. Documentation of the specific contract invitation**

This call for tender shall include, at least:

- Object and needs of the contract (characteristics of the supply of laboratory material).
- Name of the participating Centers.
- Contracting authority for the specific contract.
- Appointment, where appropriate, of the Contracting Committee.
- Appointment, where appropriate, of the person in charge of the contract and the person in charge of the center.
- Duration of the contract and possible extensions.
- Maximum bidding budget (VAT broken down separately).
- Estimated Value of the Contract (VAT excluded).
- Guarantee of the specific contract, if applicable.
- Bid assessment criteria: minimum order, delivery time, urgent price...
- Bidding form.

- Date of public opening of the offers.
- List and quantities of supplies demanded.
- Supply and/or maintenance address.
- Form of financing and necessary supporting documentation, if applicable
- Billing method if applicable
- Others, if applicable

Envelope B: Evaluable proposition through Value Judgments.

The quantifiable offer through a value judgment will be presented following the instructions attached to the invitation delivered to the bidder, and will be made using the electronic tool and the format indicated in the invitation.

In the event that quantifiable variants or improvements are allowed through value judgments, only those variants or improvements that have been expressly provided for in the tender announcement may be taken into consideration. In this case, each tender will specify which elements and conditions their presentation is authorized and whether or not they may have economic repercussions.

In no case will this envelope include documentation on the quantifiable award criteria by applying formulas, nor any reference to them, this being cause for exclusion from the procedure, for violating the secret nature that the proposals must have.

Envelope C: Evaluable Proposition by Application of Formulas

The quantifiable offer through the application of formulas will be presented following the instructions attached to the invitation delivered to the bidder, and will be made in PDF format using the electronic tool and the format indicated in the invitation.

A price must be offered for each and every one of the products indicated in the invitation delivered to the bidder, excluding bidders who do not make a price offer for all the products and concepts indicated in this document.

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

In the economic offer, you must indicate, as a separate item, the amount of Value Added Tax that must be passed on.

The economic offer shall be understood to include for all purposes the other applicable taxes, tributes, rates and fees of any kind, as well as all the expenses that arise for the successful bidder, as a result of compliance with the obligations set forth in the present document.



When the payment of the total price of the goods to be supplied consists partly in money and partly in the delivery of goods of the same class, the valuation of the same shall be expressly stated by the businessmen in their offers.

Each bidder may only submit one financial offer, not accepting financial proposals for an amount greater than the previously approved budget.

In case of discrepancy between the amount consigned in figures and the amount consigned in words, the amount consigned in words will prevail.

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

Once the bids have been evaluated, the bidder in whose favor the award proposal has been awarded will be required to provide the documentation related to compliance with special performance conditions and any other required for the formalization of the contract.

### 23.2.3. Opening of the offer

a) If there is no contracting table, the procedure will be as follows:

The management unit that processes the specific contract defined by the Contracting Authority, will "open" the offers of the electronic envelopes in a private session.

Once the envelopes have been reviewed, the proceedings will be recorded in a record.

In a non-public session, the documentation submitted will be analyzed and the offers received will be assessed in accordance with the award criteria established in the specific contract, they will be classified in descending order and their award proposal will be submitted to the Contracting Authority.

Given that we will find ourselves in a case of automatic validation of the objective criteria (for this reason there is no need for a table), this validation can be mechanized in a computer program that performs the functions equivalent to those described above, until the award proposal is prepared. will submit to the contracting authority.

b) If there is a contracting table, the procedure will be as follows:

The contracting table will proceed, in a public session and in the place, date and time indicated in the invitation to count the proposals presented, will inform the number of proposals presented and the name of the bidders.

Once the economic offer envelopes have been read, the session of the public act will be adjourned and the proceedings will be recorded in a record.

In a non-public session, the documentation submitted will be analyzed and the offers received will be assessed in accordance with the award criteria established in the specific contract, they will be classified in descending order and their award proposal will be submitted to the Contracting Authority.

In both cases, a) and b), in the event that any economic offer exceeds the base budget for the tender indicated in the invitation, involves a manifest error, or there is recognition by the bidder that it suffers from an error or inconsistency that makes it unfeasible, the proposal will be rejected in reasoned resolution. The change or omission of some words of the economic offer model, as long as the meaning is not altered, will not be sufficient cause for the rejection of the proposal.

## **Twenty fourth. Award of specific contracts**

### 24.1. Awarding of specific contracts through the electronic catalog

The contracting authority may use the prices in the catalog to form an offer with the referenced prices, being able to award the offer to contract directly from the electronic catalogue. These specific contracts will be awarded by sending the order validated by the representative of the entity.

In the adjudications through electronic catalog it will be necessary to give the corresponding publicity.

### 24.2. Award of specific contracts through second tender

The management unit that processes the specific contract, or, where appropriate, the contracting table, will analyze the offers and make the proposal to the Contracting Body, which will agree on the award in favor of the company that makes the offer with the best value for money. , according to the evaluation criteria of the specific contract. The award must be motivated and the bidding companies will be notified and, simultaneously, it will be published in their Contractor Profile. The notification and the Contractor's Profile will indicate the period within which it must be formalized.

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

Without prejudice to the provisions of art. 152 LCSP, the Contracting Authority may not declare the tender void when there is an offer or proposition that is admissible, in accordance with the criteria that appear in this document and the corresponding specific contract tender.

In the event that, after having followed the procedure provided for in the PCAP, no offer has been submitted, or the offers are not admissible according to the criteria that appear in the specifications, the Contracting authority, at the proposal of the unit of management that processes the specific contract, or, where appropriate, of the contracting table, will declare the tender void and may choose between:

1. Call for 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.

Once the specific contracts have been awarded (with a second tender) where a certain consumption has been forecast for a period of time, the management centers will carry out the partial supply successively against this initial forecast according to their needs.

### **Twenty-fifth. Formalization of specific contracts**

The CSUC will not be liable in any case for the rights and obligations that for the adhered entities derive from the SDA and the corresponding specific contracts.

The Contracting Body will issue an Award Resolution on the reference contract and by virtue of what is established in article 153 of the LCSP when dealing with specific contracts within an SDA, it will not be necessary to formalize the contract. The acceptance of the communication of the Award Resolution is sufficient for its perfection, according to what is established in article 36.3 LCSP.

The specific contracts within the framework of an SDA are perfected with a contract or with resolution of the award, this being an essential requirement to be able to start its execution.

By virtue of the provisions of article 226 LCSP, the notification to those not awarded the specific contract will be made through the contracting platform.

Regarding the specific contracts derived from the offers presented in the electronic catalog, they will be perfected with their award, which is done by sending the order.

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

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

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

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### **twenty-sixth. Rights and obligations of admitted companies**

26.1. The admitted companies will be subject to the generic obligations established by the applicable legislation, the specifications (administrative and technical requirements) and, in particular, they will be 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, regulations or decrees of an official nature and of a European, state or regional scope, which are in force during the contract and are applicable to it.

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

The companies awarded the specific contracts will pay the general expenses, taxes, the cost of raising the contract to a public deed, as well as all the licences, authorizations and permits necessary to correctly execute and deliver the goods that are the object of the supply. Likewise, they will be obliged to satisfy all the expenses that the company must carry out for the fulfillment of the specific contracts of the SDA, such as general, financial, insurance, transport and travel, materials, facilities, fees of the personnel under their charge, verification and testing, fees and all kinds of taxes, VAT, the tax that may correspond to carrying out the activity and any others that may derive from the execution of said SDA and its specific contracts during its validity.

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

### **Twenty-seventh. Labor or social obligations**

The contractor will be obliged to comply, under his responsibility, with the current provisions on labor relations, Social Security and any other applicable general provisions.

Failure to comply with these obligations of a labor or social order by the successful bidder, or infringement 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.

The contractor must comply with all the obligations that as a company, regardless of its contractual relationship with the entity receiving the supply, are applicable to it in terms of safety and health at work, in accordance with current occupational risk prevention regulations and its development regulations, and especially the one related to the coordination of business activities, facilitating the documentation required by the CSUC.

The contractor will train those responsible for the contracts of the recipient entities or direct managers of the supplies so that their handling and treatment involve the minimum possible risks. It is stipulated as a special execution condition in accordance with article 202 LCSP.

### **Twenty-eighth. Prevention of occupational hazards**

The contractor must comply with all the obligations that as a company, regardless of its contractual relationship with the entity receiving the supply, are applicable to it in terms of safety and health at work, in accordance with current occupational risk prevention regulations and its development regulations, and especially those related 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 object of the contract and must adopt the corresponding preventive measures and establish and facilitate the means of protection necessary for its correct execution, as well as inform the CSUC of this, in accordance with the regulations current.

### **Twenty-ninth. Faulty execution and delay**

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

If, after a period has elapsed, the contractor has incurred in a delay for reasons that are attributable to him, the entities receiving the benefits may choose, indistinctly, to terminate the contract or impose the penalties set to the PCAP and the PPT, without the need for the notice of default.

The entities receiving the benefits will have the same rights when it is reasonably presumed 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 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 supply the existence of vices or defects in the work carried out is proven, the entities receiving the benefits will have the right to claim the correction of those who are inadequate.

The entities receiving the services will determine if the supplies made by the contractor comply with the prescriptions established for their execution and compliance, requiring, where appropriate, the performance of the contracted services and the correction of the defects observed on the occasion of the reception. . If the supplies made do not conform to the contracted service, as a result of vices or defects attributable to the contractor, it may reject it, being exempt from the obligation to pay or having the right, where appropriate, to recover the price paid.

### **Thirtieth. Duty of confidentiality**

The companies selected in the SDA and the winners of the specific contracts of this SDA are obliged to comply with the provisions of the twenty-fifth additional provision of the LCSP and the LOPDGDD and the RLOPD, in relation to the personal data to which they have access during the term of the SDA and the specific contracts.

The provider undertakes not to disseminate and to keep the most absolute secrecy of all the information to which it has access for the provision of the services and to provide it only to personnel authorized by the users.

The supplier is obliged to maintain absolute confidentiality and reserve about any data that it may learn as a result of participating 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 for purposes other than which the information has designated.

The supplier will be responsible for any breaches of the duty of secrecy that may occur by the personnel under his charge. Likewise, it is obliged 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 personnel in charge of carrying out contract execution tasks, and the rest of the personnel 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 event 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, access unauthorized, etc.), as well as by actions of its staff, as well as third parties.

## Thirty-first. Personal data protection

31.1. The bidding companies are obliged to treat in accordance with the legislation on protection of personal data those personal data that they may have to manage 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 the fact of being interested in the bidding, are obliged to use this data only for the tasks related to the preparation of your offer and to inform the interested parties in the terms described in article 14 of the GDPR.

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 bidding company will inform the interested parties of this data communication, according to the terms established in the GDPR. The bidder will provide the interested parties with the following information in relation to the processing of personal data that the CSUC will carry out as a result of the communication of data:

- Responsible for the treatment: CSUC and entities participating in the tender.
- Purpose: develop the administrative contracting files of the CSUC in the terms defined by the legal regime of the contract. Personal data will be kept exclusively during the periods provided for this purpose by law.
- Legitimation: legal obligation. Compliance with the requirements of Law 8/2017, of November 8, on public sector contracts. Derived from the presentation of an offer in the tender opened by the CSUC.
- Categories of personal data that are communicated: contact information (name, surname, email, telephone and position)
- Recipients: the CSUC and entities participating in the bid. Other recipients by 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 may they communicate them to third parties, not even for their conservation.

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 indications that 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 conservation of the data, or part of it, the successful bidders must keep them, duly blocked, to prevent their access and treatment as long as responsibilities may arise from their relationship with the contracting entity.

31.6. Failure to comply with what is established in the previous sections may result in the successful bidders 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. If the specific contracts in this SDA imply the processing of personal data by the successful bidders, the data protection clauses associated with the personal data processing order will be detailed in the specific tenders of this SDA.

The successful bidder undertakes to sign the document relating to the specific data protection clauses with each of the entities participating in the tender within 15 days of the award of the contract.

The successful bidder may not start the supply to the participating entity until the document relating to the specific data protection clauses is formalized, nor is the collection of the supply associated with it. Failure to sign 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 related to the specific clauses of data protection will be the one of each entity and must comply with the directives for the elaboration of contracts between managers and managers of treatment, prepared by the AEPD, as well as other aspects derived from the regulations of data protection that requires its incorporation into the clauses of the aforementioned document, such as the standard contractual clauses for the international transfer of personal data established by the European Commission and the provision of adequate 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 second. Compensation for damages**

The contractor will be obliged to indemnify the entities receiving the supplies or benefits for the damages and losses they suffer as a result of a contractual breach attributable to the contractor, provided that there is a causal link between their action or omission or the fact that it is attributable, 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 its collaborators and subcontractors, will execute the contract at its own risk and fortune, and will be obliged to indemnify all damages and losses caused to third parties as a result of the operations that the execution of the contract requires. 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 third. insurance**

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

The minimum insured capital required to bid in this contest is 300,000 euros per claim and year, with a sub-limit of 150,000 euros for pure property claims.

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

### **Thirty fourth. Ethical principles and rules of conduct**

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

34.2. In this sense and apart from those other duties linked to the principle of action mentioned in the previous point, based on the ethical principles and the rules of conduct to which bidders and contractors must adapt their activity, they particularly assume the following obligations:

- a) Notify the contracting body immediately of possible situations of conflict of interest.
- b) Not request, directly or indirectly, that a public position or employee influence the award of the contract.
- c) Do not offer or provide public officials or employees with personal or material advantages, neither for themselves nor for people related to their family or social environment.
- d) Do not 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 the free market and competitive competition, and refrain from conduct that has the purpose or may have the effect of preventing, restricting or distorting competition, such as collusive behavior or fraudulent competition (reservation offers, elimination of bids, market allocation, bid rotation, etc.). Likewise, denounce any act or conduct directed to those purposes and related to the tender or contract of which they were aware.
- g) Do not use confidential information, known through the contract, to obtain, directly or indirectly, an advantage or economic benefit in your own interest.
- h) Observe the principles, norms and ethical canons of the activities, trades and/or professions corresponding to the contracted services.
- i) Collaborate with the contracting body in the actions it carries out to monitor and/or evaluate compliance with the contract, particularly by providing the information requested for these purposes.
- j) Report the acts of which you are aware and that may involve a violation 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 bidders.

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

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

### **Thirty fifth. Special rules regarding the contractor's labor personnel**

35.1. The contractor is exclusively responsible for selecting the personnel who, meeting the qualifications and experience requirements set forth in the specifications (in the event that specific qualifications and experience requirements are established), will form part of the work team assigned to the execution of the contract, without prejudice to the verification by the contracting party of compliance with those requirements.

The contractor will ensure stability in the work team and that variations in its composition are punctual and obey justified reasons, in order not to alter 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 assumes the obligation to exercise in a real, effective and continuous way, over the personnel that are part of the work team in charge of the execution of the contract, the power of direction inherent to all entrepreneurs. In particular, it will assume the negotiation and payment of wages, the granting of permits, licenses and vacations, the substitution of workers in cases of leave or absence, the legal obligations regarding Social Security, including the payment of contributions and the payment of benefits, where appropriate, the legal obligations in terms of occupational risk prevention, the exercise of disciplinary powers, as well as any rights and obligations derived from the contractual relationship between employee and employer.

The contractor's personnel will depend solely and exclusively on the latter, which will have all the rights and obligations inherent as an employer and without the CSUC or the entities receiving the benefits being responsible for the obligations arising between the successful bidder and the workers as a consequence. directly and indirectly from the contracted supply.

35.3. The contractor will especially ensure that the workers assigned to the execution of the contract carry out their activity without exceeding the limits of the functions carried out 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 the entities, agencies and entities that are part of the public sector. In this case, the personnel of the contractor company will occupy different work spaces from those occupied by public employees. It is also the responsibility of 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 dependencies of the entities that are part of the public sector is duly stated.

35.5. The contractor must designate at least one technical coordinator or person in charge, integrated into his own staff, who will have the following among his obligations:

- a) Act as the contractor's interlocutor before the contracting entity, channeling communication between the contractor 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 issues arising of the execution of the contract.
- b) Distribute the work among the personnel in charge of executing the contract and give them the work orders and 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 said staff at the job.

- d) Organize the vacation regime of the personnel assigned to the execution of the contract, and the contracting company must coordinate adequately with the contracting entity, in order not to alter the proper functioning of the service.
- e) Inform the contracting entity about the variations, occasional or permanent, in the composition of the work team assigned to the execution of the contract.

35.6. In the extinction of this contract, the people who have carried out the work object of the contract as CSUC personnel or the entities receiving the benefits may not consolidate in any case.

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

### **Thirty-sixth. Intellectual Property Rights**

The contractor recognizes the intellectual property rights of the beneficiary entities of the service, especially the development, ceding all exploitation and property rights (assigned exploitation rights: reproduction, distribution, public communication and transformation of the development result to favor of the entity).

Ownership of the development affects not only the final product, but also the set of works, sketches, diagrams, previous documents, flowcharts and, as a whole, each and every one of the works that may be subject to intellectual and industrial property carried out by development.

The lender guarantees the client that the development is absolutely original and that it has all the intellectual property rights, having been completely carried out by him, so he can guarantee that all the software and tools used do not violate any regulations, contract, right, interest or property of third parties.

### **Thirty seventh. Use of the corporate image of the contracting entities**

The contractor, in terms of the commercial use of the corporate image of the participating institutions, will be obliged to request authorization for use, and may not incorporate in its commercial information any logo or sign that directly identifies the participating institutions unless expressly authorized. 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 appropriate, of the specific contracts, the contractor must communicate, within a maximum period of five (5) business days, the variations that

affect their aptitudes to contract with the Administration regarding their capacity to act, prohibition to hire and solvency.

In the cases of mergers of companies in which the contractor 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 the 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 to the rights and obligations derived from it, provided that it has the required solvency when the award was agreed or that the various beneficiary companies of said operations and, if they survive, the company from which the assets, companies or segregated branches come, are jointly and severally responsible with that of the execution of the SDA. If the subrogation cannot take place because the entity to which the contract is attributed 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 by merger, absorption, spin-off, contribution or transfer of the company or branch of activity to have the expected effects, it will be necessary to process a contract modification.

### **Thirty-ninth. Obligations derived from sectoral provisions**

The contractor is obliged to comply with the provisions in force regarding tax, labor and social legislation, safety and hygiene at work, the social integration of people with disabilities, equal opportunities between men and women, personal data protection and environmental, as well as full compliance with all those obligations that are imposed by sectoral regulations.

The CSUC is exonerated from any type of responsibility derived from the breach by the contractor of the obligations imposed by the aforementioned legislation.

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

### **Fortieth. Effects of breach of obligations**

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

## V. Provisions relating to the execution of the contract

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### **Forty-first. Contract Manager**

The person in charge of the contract is appointed as provided for in section S of the table of characteristics.

### **Forty second. Penalties for non-compliance**

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

42.2. Breach of contracts will penalize in accordance with the provisions of section O of the table of characteristics.

### **Forty-third. Receipt of benefits**

The formalization documents of the specific contracts will determine the term for the formal reception of the supplies and services, as well as the competent body for said reception.

The contract must be executed subject to what is established in the administrative and technical clauses and the instructions given to the contractor by the contracting body and the person responsible for the contract.

### **Forty-fourth. Contractor remuneration and price payment**

44.1. The remuneration of the successful bidder will be made up of the award price (disaggregated prices of the successful bidder'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 the 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 the invoices is foreseen in the manner and timing indicated in section V of the table of characteristics.

44.3. The payment of the prices of the specific contracts will be made effective, previous presentation, where appropriate, of the invoices in the mailbox for the delivery of electronic invoices determined by the entity organizing the specific contract.

44.4. Payment will be made by bank transfer to the account designated by the successful bidder, prior agreement of the supply and within a period of thirty (30) days from the date of presentation of the corresponding invoice by the contractor.

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

44.6. Review and update of prices in accordance with the provisions of section L of the table of characteristics.

## **SAW. Modification, assignment, subcontracting, suspension, extinction and resolution of the SDA and specific contracts. Warranty Cancellation**

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### **Forty fifth. Execution, assignment and modification**

45.1. Conditions of execution of the contract. The works object of the contract will be carried out subject to the stipulations of the PCAP, the PPT and the instructions addressed to the contractor.

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

45.2. Assignment of the contract. In accordance with the provisions of section N of the characteristics table.

45.3. Outsourcing. In accordance with the provisions of section N of the characteristics table.

45.4. Modification. In accordance with the provisions of section R of the characteristics table.

#### **Forty-sixth. Reception and settlement of specific contracts**

46.1. The contract must be executed subject to what is established in the clauses of the administrative and technical specifications and the instructions given by the contracting body 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 venture of the winning companies.

46.2. At the time of completion of the contract, once the supplies have been made to the satisfaction of the participating entities, an act of conformity and receipt of the services will be carried out, from which the guarantee period established in section M of the characteristics table will begin.

#### **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 as long as the sanction is not final, for a serious infringement 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 offenses in social matters, including offenses in occupational risk prevention in accordance with the provisions of current regulations 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, after the mandatory hearing process.

#### **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 for termination of the contract:

- The sudden loss of the requirements to contract with the CSUC.
- Failure to comply with the limitations established in terms of subcontracting.
- Serious obstruction in the powers of supervision and inspection.
- Failure or serious defective compliance, by the contractor, of any of the obligations set forth in the PCAP, in the PPT and in the winning bid.
- Non-compliance, by the contractor, with the execution conditions established in the specifications.



- Having been penalized, firmly, for a serious infringement in terms of market discipline; professional or labor integration and equal opportunities and non-discrimination of people with disabilities, or for very serious offenses in social matters including offenses in the prevention of occupational hazards and/or in environmental matters.
- The lack of secondment 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 contemplated in section O of the characteristics table.

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

48.4. In the resolution for culpable breach by the contractor, the guarantee will be seized and, in addition, he must indemnify the CSUC and/or the beneficiary institutions of the contract for the damages and losses caused in excess of the amount of the seized guarantee.

The determination of the damages that the contractor must indemnify will be carried out by the contracting body and will be motivated.

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

## VII. Competent jurisdiction and system of appeals

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### **Forty-ninth. competent jurisdiction**

49.1. The specific contracts that are carried out as a result of this tender will have the nature provided in Letter A.2 of the table of characteristics, typical of a supply contract, and their preparation and award will be regulated by the LCSP regulations related to contracts of supplies. Its effects, compliance and extinction will be governed by what is established in this document, and for what is not provided for in it, the LCSP will apply and additionally the remaining administrative law regulations will be applied and, failing this, the legal regulations private.

49.2. The SDA and the specific contracts will be governed by the conditions set forth in the administrative and technical specifications, 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 bids, of the contract, in any of its terms, and of the instructions or other rules that result from application in the execution of the agreement will not exempt the contractor from the obligation to its fulfillment.

49.4. The contentious-administrative jurisdiction is competent to resolve litigious issues related to the preparation and award of the tender and the effects, compliance and termination of the contract.

49.5. The competent bodies are the Spanish courts and tribunals and by submitting the application for participation, the admitted company submits to the Spanish jurisdiction.

## **fiftieth Disputed issues and appeals**

50.1. Questions relating to 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 regarding the interpretations or doubts of the contract will not interrupt the supply unless justified by public reasons or interests.

50.3. In relation to the SDA, the following actions may be subject to the special appeal regarding optional contracting:

- a) The tender announcement, specifications and contractual documents that should govern the contract.
- b) The acts of procedure adopted in the adjudication procedure when they decide, directly or indirectly, on the adjudication, make it impossible to continue the procedure, produce defenselessness or irreparable damage to legitimate rights. It will be considered that the above circumstances concur in the acts of the board or of the contracting body by which the admission or exclusion of offers is agreed, including those excluded due to being abnormally low.
- c) Award agreements.
- d) Modifications that should have been the subject of a new award.

The term to file the special appeal in matters of public procurement will be fifteen (15) business days, counting from the date of remission of the notification of the challenged act.

The filing document may be submitted at the sites established in article 16.4 of Law 39/2015 on the common administrative procedure of public administrations. Likewise, it may be presented in the registry of the contracting body or in that of the competent body for resolving the appeal.

The writings presented in registers other than the two specifically mentioned 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 filing of the writ 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 resource in contracting matters has been filed, if the appealed act is the adjudication, the processing of the contracting file will be suspended.

50.4. Before filing the special appeal in matters of contracting, the persons entitled 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 opening document of each specific tender, being in accordance with the provisions of the LCSP.