

MEMORANDUM OF SPECIFIC ADMINISTRATIVE PROVISIONS FOR THE CONTRACT FOR THE GENOTYPING AT THE GENOME SCALE SERVICE USING THE INFINIUM GLOBAL SCREENING ARRAY (GSA) INTENDED FOR THE PSYCHIATRIC, MENTAL AND SUBSTANCE ABUSE RESEARCH GROUP OF THE HOSPITAL UNIVERSITARI VALL HEBRON - INSTITUT DE RECERCA (VHIR) FOUNDATION, TO BE AWARDED THROUGH AN OPEN PROCEDURE.

Jointly funded by the European Regional Development Fund (ERDF).



2018-005 GENOTYPING SERVICE

CONTRACT PROSPECTUS.

1.- Awarding institution:

Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR).

2.- Purpose of the contract:

- Description of the goal: contract for the genotyping at the genome scale service using the infinium global screening array (GSA) intended for the Psychiatric, mental and substance abuse research group of the Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) Foundation, as described in the memorandum of technical specifications.

This service should complement all legal requirements in force at the time the contract is undersigned.

3. CPV: 73111000-3 Research laboratory services.

4.-Lots: No. The service to be contracted shall be used by the laboratories that make up the Hospital Universitari Vall Hebron – Institut de Recerca (VHIR) Foundation and will be provided as they it is necessary, based on the use thereof, due to which it shall not be susceptible to sub-divisions. Its division into lots is therefore not justified in this contract.

5.- Processing, procedure and means of award:

- Processing: STANDARD.
- Procedure: OPEN and non-harmonised.
- Means: The most financially advantageous bid based on the assessment criteria established in the memoranda. Admissibility of improvements.

6.- Estimated value and maximum budget for the tender:

In this tender, the estimated value and maximum budget for the tender are the same.

- ✓ Estimated value (without VAT): **ONE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED EUROS (€156,800.00).**
- ✓ Tender budget (without VAT): **ONE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED EUROS (€156,800.00).**

7.- Warranties:

- Provisional warranty: exempted.
- Definitive warranty: exempted.





8.- Procurement organism:

- The directing organism of the VHIR pursuant to clause 11 of this Memorandum and Chapter III of the Internal Instructions of the Foundation that are currently in force.

9.- Obtaining the documents and information:

- Obtaining the documents:

Through the "Procurement" application on the website of the Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) Foundation www.vhir.org, as well as the public procurement section of the Catalan Regional Government <https://contractaciopublica.gencat.cat>

To submit bids and request further information

Telephone: 93/489.44.59

Fax: 93/489.41.02

Address: Passeig Vall Hebron 119-129. 08035-Barcelona

Edifici Mediterrània – 2ª planta

Unitat de Licitacions i Compres

Contact person: Sra. Ingrid Feliubadaló/ Sr. Joan Sales

Email: contractacio.publica@vhir.org

Deadline to obtain the documents and further information: 2 days prior to the deadline to submit bids.

10.- Specific requirements for contractors:

Those that are established in the Memorandum of Specific Administrative Provisions and the Memorandum of technical specifications.

11.- Submission of bids:

Deadline for bidders to submit bids: 15 calendar days after the publication of the announcement for the tender in the Contractor's Profile. Therefore, the deadline shall be **20 February 2018 at 13:00 PM**.

Documents to be submitted: the documents specified in the Memorandum of specific administrative provisions.

Address for submissions: the Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) Foundation, at the address specified in section 8 above.

Period of time during which the bidder shall be bound to maintain his or her offer: throughout the period required to carry out the service provision that is the object of this tender.

12.- Opening of financial bids:

The opening of financial bids (or No. 3 envelopes) shall be **7 of March 2018 at 12:00 PM** in the Meetings Hall of the Mediterrània Building of the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation, 2nd floor.

Financial bids shall be opened in a **public event**.



CLAUSE 1. Object and definition of the contract

The object of this contract is genotyping services of 5,600 ADN samples intended for the Psychiatric, mental and substance abuse research group of the Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) Foundation, as described in the Memorandum of technical specifications.

This contract is defined as a service contract that is not subject to harmonised regulations, pursuant to articles 10 and 16 of Legislative Royal Decree 3/2011, of 14th November, whereby the Consolidated Text of the Public Sector Procurement Law (hereinafter, "TRLCSP").

CLAUSE 2. Procedure, means of award and legal framework of the contract.

The means of award for this contract will be through an OPEN procedure as established and regulated by articles 157 to 161 of the TRLCSP, and through STANDARD processing pursuant to articles 109 to 111 of the TRLCSP.

The VHIR is subject to its Internal Procurement Instructions concerning the drafting of contracts and awards for those contractors to whom they are applicable in all matters related to non-harmonised procurement by virtue of the fact that the awarding body is not a Public Administration.

In what concerns the execution and termination phases of the contract, the aforementioned contract shall be subject to private law and governed by this Memorandum, by the contract and its attached documents and, in all cases not contemplated therein, by applicable civil and commercial law. The contract shall be deemed to be a private law contract.

This Memorandum of specific administrative provisions, its appendixes, as well as all documents concerning this procurement procedure shall be of a contractual nature. The contract shall suited to the contents of this Memorandum, the clauses whereof are deemed to be an integral part of its respective contract.

The submission of a bid implies the unconditional acceptance by the bidders of the contents of this Memorandum and of all documentation that makes up these tender procedures without exception or distinction.

The interpretation of the contract and of any discrepancies that may arise concerning its application shall be carried out taking into account, in the first place, the Memorandum of specific administrative conditions and the technical specifications, which shall prevail over any other regulations.

Ignorance of the terms of any document of a contractual nature shall not exempt the bidder from compliance therewith.

CLAUSE 3. Estimated value, tender budget and means of payment.

The maximum budget for this tender shall be **ONE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED EUROS (€156,800.00, VAT not included.)** plus **THIRTY-TWO THOUSAND NINE HUNDRED TWENTY-EIGHT EUROS (32.928,00€)** as VAT, for a grand total of **ONE HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED TWENTY-EIGHT EUROS (€189,728.00).**



For the purpose of which, in this case, the budget of the tender is the same as the estimated value of the contract.

This budget includes all assessment factors and expenses which shall be borne by the bidder pursuant to the contract documents and applicable legislation, as well as taxes of all sorts except for value-added tax.

The price of the contract shall be that for which the bid is awarded plus the amount corresponding to value-added tax, which must be accounted under a separate heading.

In the event that the operation is international or European and not subject to VAT, any bills issued shall not include this tax, without prejudice to the VHIR carrying out the appropriate operations for the self-attribution of the aforementioned tax.

The award value shall in no case be greater than the maximum tender budget.

The awarded bidder shall send any monthly bills to the Hospital Universitari Vall d'Hebron-Institut de Recerca (VHIR) Foundation for the appropriate amounts based on the volume of services provided throughout the month and in accordance with the awarded price scale so that the VHIR may carry out any payments. Payments shall be made within 60 days after the date on which the bill was issued.

The contractor shall under no circumstances be entitled to a review of prices.

CLAUSE 4. Term of contract.

The **term** of this contract shall be the same as the date for the conclusion of the **PI16/01505** project (*Attention Deficit Disorder with Hyperactivity, Polygenic Risk Score for neuro-cognitive disorders, learning disorders and low academic performance*), i.e., **31st December 2019.**

Should the aforementioned project be subject to a request for a possible extension for any unforeseen reason, the date at which it shall end may be extended until the finally authorised date at the most.

The bidder shall be bound to provide the service that is the object of this tender as stated in the technical specifications and within the established deadline, and the provision of the aforementioned service shall begin at the date on which the contract has been signed.

The bidder undertakes to follow and accept the time limits established in the contract undersigned by him or her.

CLAUSE 5. Needs and suitability of the contract. Procurement dossier, tender award procedure and documents to be provided to bidders.

Needs and suitability of the contract: The execution of this contract shall be necessary in order to fulfil and carry out the institutional goals of the VHIR. Specifically, the needs to be covered through this procedure are to contract the service for genotyping at the genome scale using the Infinium global screening array (GSA) intended for the psychiatry, mental health and substance abuse research group of the Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) Foundation.



Award procedure: The tender for the aforementioned service shall be awarded through an open procedure and shall be subject to NON-harmonised regulations pursuant to the terms of the internal Instructions of the VHIR, article 191 TRLCSP and the provisions of this Memorandum. The contract shall be awarded to the bid that is the most advantageous as a whole in accordance with the award criteria established in this Memorandum.

Documents to be provided to bidders: Starting from the date of the publication of the tender announcement, any interested companies may obtain the necessary documents from the Contractor's profile on the Procurement Platform of the Catalan Regional Government: https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?reqCode=viewDetail&idCap=7704990

The aforementioned documents include the following:

- This Memorandum of Specific Administrative Clauses and its appendixes.
- The Memorandum of Technical Specifications.

CLAUSE 6. Publication of the tender.

In order to ensure the transparency and public accessibility of any information related to its contracting activity, the tender shall be announced on the website of the Foundation, <http://www.vhir.org>, as well as on the Contractor's Profile of the VHIR, which features on the Public Procurement Platform of the Catalan Regional Government

CLAUSE 7. Certification of capacity to enter into contracts

Any Spanish or foreign people or companies that are fully capable of acting and that may certify sufficient economic, financial, technical or professional means concerning the nature of the contract and that do not fall under any of the prohibitions to contract outlined in article 60 of the TRLCSP may participate in this tender.

Whenever someone acts in the name or representation of a physical or legal person, he or she shall have to provide documentary evidence that he or she has powers of representation through the appropriate power of attorney.

Any foreign non-European countries shall moreover be required to comply with the requirements of article 55 of the TRLCSP.

The VHIR May contract with joint ventures or temporary groupings constituted for this purpose. This participation shall be implemented during the bidding phase through the submission of a private deed stating the will to submit a bid jointly, specifying the names and information of those constituting said union, the share held by each of them and appointing a single representative or agent with sufficient powers to exert the rights and fulfil the obligations derived from the contract until the termination thereof, notwithstanding the existence of joint and several powers in other aspects, and undertaken the commitment to formally constitute themselves as such in the event that they are awarded the bid. It shall not be necessary to formalise it in a public deed until the bid has been awarded to them.

These contractors shall be jointly liable before the VHIR.



Those companies that have participated in the drafting of the technical specifications concerning the contract shall not be allowed to participate in this tender should their participation be liable to cause restrictions to free participation or imply privileged treatment compared to other bidding companies.

Companies may only be the object of a contract award for those services that are included within the purposes, goal or field of activity thereof as defined in their articles or association or founding rules.

Moreover, entrepreneurs must likewise be provided with the professional or corporate authorisation required to carry out the activity or service provision that is the object of the contract, as appropriate.

CLAUSE 8. Bidders' proposals: General rules.

1. Bids shall refer to the entirety of the service that is the object of this memorandum. No partial offers shall be accepted, and the offers must be submitted to the VHIR facilities or sent by mail within the term for admission outlined in section 11 of the Summary table of Characteristics of this Memorandum and in the tender announcement.

Likewise, any documents concerning the tender may be obtained through the "*Procurement*" application on the website of the Foundation. Further information may be requested from the address established in section 9 of the Summary table of characteristics of this Memorandum.

Bidders must submit three single envelopes marked with the numbers 1, 2 and 3, respectively. The envelopes must be closed and identified on the outside, indicating the tender for which they are submitted, and signed by the bidder or the person representing him or her, including the name and surnames or company name, and the contents of which are established below.

All documents submitted by the bidding company must be translated into Catalan or Spanish (this is also applicable to bids submitted by foreign companies).

Submissions must be submitted within the deadlines established in the Summary table of this Memorandum and in the tender announcement.

Submissions made outside the deadline established in the tender announcement shall not be accepted under any circumstances.

All bidders must provide an address, telephone number, fax number, e-mail address and contact person for any communications and liaisons that may arise from these proceedings or that may affect the bidder in any way at the time of the submission of their bids.

2. Should bids be processed by mail within the delay established in the tender announcement, bidders shall have to justify that the date and time of imposition of processing at the Post Office are, at the latest, those established in said announcement and to inform the VHIR thereof through a telegram, telefax or email. It is necessary that the VHIR should receive it before the expiry of the deadline for the submission of bids. Notification by email will only be valid if there is knowledge of the transmission and receipt of its information and of the full contents of the communications, and if the sender and recipient are duly identified.



Failing either of these two requirements, the submission will be refused if it is received by the VHIR after the deadline established in the announcement. In the event that the submission sent by mail to the VHIR has not reached it within 10 calendar days after the expiry of the deadline, said submission shall under no circumstances be accepted.

3. Submissions must be valid for two months counting from the date in which submissions are opened.

4. Bidders must present their submissions in accordance with the terms of this Memorandum of Specific Administrative Provisions and taking into account the Memorandum of technical specifications.

No bidder may submit more than one bid, nor may they underwrite a bid jointly with other bidders if they have already done so individually or participate in more than one such grouping. Any breach of the prohibition established in this paragraph shall lead to the refusal of all submissions made by said bidder.

5. Simultaneous submissions from related companies shall imply the effects established herein concerning the application of the regime for submissions with abnormal or disproportional values.

CLAUSE 9. Means of submission of bids.

Bids must be submitted in three (3) independent and closed envelopes as follows:

- **ENVELOPE 1):** European Single Procurement Document (*Option 1*) or submission of the documents certifying the personality and capacity to contract (*Option 2*).
- **ENVELOPE 2):** Documents the assessment whereof shall be carried out based on criteria that depend on a value judgement and other technical documents.
- **ENVELOPE 3):** Documents the assessment whereof shall be carried out based on automatic or mathematical formulas and which shall in all cases include the financial bid.

NOTE: The inclusion of the documents to be included in envelope 2) or in envelope 3) in envelope 1), as well as any other possible combinations in which the proposals may be presented in ways different from that which is outlined above shall lead to the exclusion of the bidder for a breach of the secrecy of bids that is applicable until the opening of the envelopes. The envelopes must be closed and identified on the outside, specifying the tender for which they are intended, with the information of the company and signed by the bidder or representative thereof.

Each envelope must feature an independent sheet of paper stating its contents in numerical order.

2. The bidder may submit the required documents, should they be notary documents, according to the requirements established by the Notary Regulations in what concerns legalisation and certification. In what concerns administrative documents, either originals, copies or photocopies may be submitted.

3. Submissions shall be typewritten or otherwise printed digitally or mechanically, and no handwritten documents shall be accepted. Moreover, any offers that are incomplete, anomalous, that may contain omissions, mistakes or corrections that do not allow for a clear



understanding of their terms and which, consequently, do not allow for a clear knowledge of the conditions to assess the bid or that may lead to errors, shall be excluded from the proceedings.

No variants shall be accepted.

4. Under no circumstances shall offers from people affected by any of the circumstances established in article 60.1 of the TRLCSP on prohibitions to contract be accepted.

CLAUSE 10. Tender documents to be submitted by bidders.

Option 1

10.1. Documents for ENVELOPE No. 1.

Title: *General Documents - (Title of the tender)*

Contents:

10.1.1. European Single Procurement Document (ESPD).

EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD).

The VHIR shall accept a European Single Procurement Document (ESPD) that has been duly filled in and updated as preliminary evidence of the fulfillment of the legally established provisions to contract with the public sector as well as of the requirements for capacity and solvency established in this Memorandum. The model for this Document may be downloaded from the following online address: http://www10.gencat.net/ecofin_jcca/ni/docs/DEUC-cat.pdf.

When it comes to filling in the ESPD, it is highly advisable to follow the instructions established in "*Resolution of 6th April 2016, of the Directorate General of State Assets, whereby the Recommendation of the Recommendation of the Consultative Board on Administrative Procurement on the use of the European Single Procurement Document established in the new Public Procurement Directive*".

Bidders who, in conformity with article 63 of the TRLCSP, certify their solvency based on the solvency and assets of other companies, shall have to include the information concerning said company in the ESPD.

Any bidders who file the ESPD shall not have to submit the documents contained in clauses 10.1.2 and 10.1.3 until so required by the VHIR. On the other hand, those bidders who do not file the ESPD shall have to provide the documents outlined in clauses 10.1.2 and 10.1.3 of this Memorandum in envelope number 1.

Before the contract is awarded, the company to which it is awarded shall have to certify the possession and validity of the documents certifying its capacity, fitness and solvency as established in clauses 10.1.2 and 10.1.3 of this Memorandum to the VHIR, as well as any other documents required by the VHIR, within a maximum delay of 5 calendar days counting from that following the receipt of the request. Bidders shall be exempted from the obligation to submit these certifications or other documentary evidence in the event that the VHIR may obtain the aforementioned documents by directly accessing a national database (ROLECE, RELI...).



As we have pointed out, **bids may be submitted by joint ventures or groups of companies** that have been temporarily constituted for this purpose, and its formalisation in a public deed shall not be required until the bid has been awarded to them. These companies shall be jointly liable before the VHIR.

In these cases, both in what concerns physical persons and companies, every one of their members shall have to certify their capacity, personality, representation and solvency in conformity with the terms of this Memorandum by submitting the normalise ESPD form.

Moreover, they shall have to make a Statement of Compliance, indicating the names and information of the people undersigning it, the share held by each of them, and they shall have to appoint a representative or agent with sufficient powers to exert their rights and to fulfil the obligations arising from the contract until its termination.

Those bidders that are part of a group of companies or joint ventures constituted on a temporary basis may not participate individually in the same procedure or appear in more than one joint venture or union of companies.

NOTE: Those companies that do not provide the documents outlined in the section above in their bids shall be excluded from the proceedings.

Option 2

Should the bidder choose not to submit the European Single Procurement Document established in section 10.1.1., he or she shall have to provide all of the documents established in sections 10.1.2 and 10.1.3 in Envelope No. 1.

10.1.2. Documents to certify the personality and capacity to enter into contracts.

Bidders must provide the documents outlined below either as originals, as notary certified copies or certified or stamped copies:

A) Index with a numerical list of the contents of the envelope.

B) A request and statement of compliance with the form in **APPENDIX 1**.

C) Certification of capacity:

a) Individuals (single-person companies and professionals) must submit their National Identity Document (DNI) or the document substituting it and their Tax Identity Number (NIF) in the event that it is not featured on the aforementioned DNI.

b) Companies must provide the deed or document of incorporation, the articles of incorporation or founding deed and any modifications thereto, containing the rules whereby its activity is regulated and having been duly recorded, as may be required, in the appropriate public registry based on the type of legal person in question.

- ✓ If the entrepreneur is acting through a representative or is a company, it shall be necessary to submit:
 - A public deed of power of attorney that has been duly recorded in the public registry



- A certified copy of the National Identity document (or any document that may legally substitute it) of the representative and the Tax identity number of the company.

c) The capacity to act of non-Spanish companies from member states of the European Community or signatories of the agreement on the European Economic Space must be certified through their recording in the appropriate records in accordance with the legislation of the state in which they were incorporated or by submitting a sworn statement or a certification under the terms established by regulations with any applicable European laws.

d) The capacity to act of foreign companies not included in the section above must be certified through a report from the Spanish Permanent Diplomatic Mission in the appropriate state or in the Consular office in the territorial area in which the company is established under the terms established in section three of article 72 of the TRLCSP.

e) Companies that are joined temporarily shall have to provide the names and details of the companies that make up the group, the stake held by each of the entrepreneurs in the company, as well as all other requirements established in article 70 of the TRLCSP and article 24 of the Regulations. Bidders submitting a joint bid must certify their solvency pursuant to the aforementioned article 24 of the Regulations.

10.1.3. Certification of economic, financial and technical solvency

A) Certification of the economic and financial solvency of bidders shall be carried out as follows:

- Providing a global business figure and for services carried out by the company during the 3 previous tax years.

The company must prove an annual business volume for about twice the value of the procurement tender in which they are participating and a minimum of 100.000,-€

- To submit a financial statement of the company (Balances, report, profit and loss account) for the last three tax years, signed by the directors and attaching an account deposit receipt. The requested documents shall have to be provided as originals, as notary certified copies or certified or stamped copies.

NOTE: All required documents must be submitted as originals, as notary certified copies or certified or stamped copies

B) The certification of the technical or professional solvency of the bidder shall be carried out as follows:

- A statement of the main services provided over the course of the last five years including the amount, dates and public or private recipient thereof. These services must be certified through certificates issued or approved by the competent organisms should the recipient be a public sector company or, whenever the recipient is a private subject,



through a certificate issued by the same. Lacking certificates, they may be certified through statements by the entrepreneurs.

NOTE: These documents to justify the financial, economic and technical solvency of the bidding company must be filed for each of the 3 tax years even if the bidding company is recorded in the Electronic Registry of Bidders of the Catalan Regional Government (RELI).

Documents for ENVELOPE No. 2.

Title: *Technical proposal and criteria for assessment based on value judgments - (Title of the tender).*

The bidder must include the technical aspects of the bid being submitted in this envelope. They must be stated clearly under an index in which the contents of the envelope are stated in numerical order and in accordance with the contents, characteristics and requirements outlined in the Memorandum of technical specifications.

Under the principles of equality and non-discrimination, accepted bidders may be required to complete and provide further details for the certificates and documents in envelope No. 2 whenever it is deemed necessary for a better knowledge of the bid.

Documents for ENVELOPE No. 3.

Title: *Financial bid - (Title of the tender).*

The bidder must only include his or her financial proposal in envelope 3 in accordance with the model attached as **APPENDIX 2** of this memorandum. In it, he or she must state the maximum price for the service provision that is the object of this bid.

The value of the proposition shall not be greater than the maximum tender price established in this memorandum.

When appropriate, the proposed prices must include the current value-added tax. Any changes to the VAT rate shall be applicable from their entry into force.

The offered price shall include all manner of necessary expenses, arbitrations or taxes that may arise from the contract and its correct execution.

The bidders may outline, when appropriate, the free cession of those accessories or items complementary to the goods on offer. In this case, a technical description must be provided with their zero price offer.

CLAUSE 11. Contracting organism

The contracting organism is the Director of the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation, who may be assisted, when appropriate, by third parties from the entity when it comes to assessing and valuing the submitted documents and bids, as well as to draft the award proposal, pursuant to Chapter III of the Internal Procurement Instructions approved on December 2016.



CLAUSE 12 Criteria that are the object of the award of the contract

For the assessment of bid proposals and in order to determine the most financially advantageous one, the following criteria and percentages shall be taken into account:

1. Financial bid:50 points

It shall be assessed automatically according to the formula below:

$$P(N) = M \times (2 - N/B)$$

P(N): Score of bid N
M: Maximum possible score
B: Best bid submitted
N: Bid to be assessed

2. Technical bid.....50 points

All other award criteria (technical bid) below shall be assessed based on value judgements from the contracting organism:

2.1. Work plan and organisation.....up to 25 points

The work plan shall include goals, phases, estimated dedication and a schedule of actions to be carried out.

2.2. Drafting of a report on the service provision..... up to 25 points

Report on the service provision that must include:

(1) a control and follow-up plan that features a system of indicators to assess the partial results (follow-up on visits, drafting reports that sum up the processing and contracts carried out, pre-agreements, future perspectives...).

(2) action protocols during the provision of the service before different situations that may arise while carrying out its functions.

The bidder must only present one proposal, but he or she may also submit improvements based on the conditions established in the Memorandum of technical specifications.

The proposals of bidders shall not be assessed and therefore excluded from the proceedings in any of the following events:

1. Should the prices offered by the bidders be greater than the starting price or the maximum starting per unit price, in the event that they have been established, or any other financial limits that may have been established in accordance with the budget established in the Memorandum of Technical Specifications.
2. Whenever the object of assessment does not comply with the basic requirements demanded in the Memorandum of technical specifications by virtue of a justified technical report.



CLAUSE 13. Opening of the documents submitted by bidders.

The contracting organism or, as appropriate, the service assisting it, shall qualify the documents submitted by bidders in envelope No. 1 in a private session. Should the contracting organism notice any amendable defects or omissions in these documents, it shall grant a delay of three work days for the bidder to amend them. Should the contracting organism require clarifications or further documents on the capacity, solvency and prohibitions to contract of the bidding companies, it may demand that they provide them within five days pursuant to article 82 of the TRLCSP and article 22 of the Regulations.

Once the documents have been assessed, the contracting organism shall determine which companies are suited to the criteria for selection and may request in memo the information it deems fit to certify the economic and technical solvency of bidding companies from the competent organisms.

Following that, the contracting organism shall open envelopes 2 and 3 of the accepted bidders at the time and place established in the announcement of the bid. The opening of envelope 2 shall be carried out in a public session or a public event at the power of the contracting organism. In any event, the opening of envelope 3 (financial bid) shall be carried out in a public event.

CLAUSE 14. Classification of bids, award of the contract and notification of award.

1. Once the award proposal has been received, the contracting organism shall classify the proposals received from bidders that have not been declared to be disproportionate or abnormal based on what is established in this Memorandum of Specific Administrative Clauses in decreasing order. Once they have been classified, it shall ask the bidder who submitted the most financially advantageous bid to provide the following documents within a delay of ten (10) working days from the day following its notification:

1) Should the bidder have submitted the Single European Procurement Document established in clause 10.1.1. of this Memorandum, he or she shall have to provide the aforementioned documents certifying the personality and capacity to enter into contracts as well as the documents concerning the economic, financial and technical solvency that are outlined, respectively, in clauses 10.1.2 and 10.1.3 of this Memorandum within a delay of 10 days.

2) Should the documents certifying the personality and capacity to enter into contracts as well as the documents concerning the economic, financial and technical solvency outlined in clauses 10.1.2 and 10.1.3 of this Memorandum have already been submitted, it shall write a justified resolution to request from the bidder having submitted the most financially advantageous proposal to provide the documents that justify being up to date in the fulfilment of its tax and Social Security obligations and any other certifications of its capacity to enter into contracts or the effective disposition of the means it has undertaken to dedicate or assign to the execution of the contract in accordance with article 64.2 of the TRLCSP as requested from the contracting organism and outlined in the section below within 10 working days:

Pursuant to articles 151.4 of the TRLCSP and 15 of the Regulation, the awarded party must certify the points outlined in the paragraph above with the following documents:

- A) In what concerns the **tax obligations** established in article 13 of the regulation:
- The last income tax receipt along with a statement of not having cancelled his or her license.



Should the bidder fall under any of the conditions for exemption featured in section 1 of article 83 of the Law regulating local tax authorities, he or she must provide a Statement of Compliance specifying the legal grounds for exemption as well as the the statement of declaration in the census of tax subjects.

- A positive certificate from the competent organism certifying that the company is up to date with its tax obligations and that it owes no taxes to the State.

- A positive certificate issued by the Public Accounts Department of the Catalan Regional Government (through the delegated accounts departments, public accounts departments in Barcelona, Girona, Lleida and Tarragona) certifying the non-existence of tax debts with the Catalan Regional Government.

B) In what concerns liabilities with Social Security established in article 14 of the Regulations, a positive certificate issued by the competent organism must be provided.

Should the bidder not provide the aforementioned documents within the delays above, it shall be understood that he or she has withdrawn his or her offer. In this case, the same documents shall be requested from the following bidder in the order in which the bids were classified.

The contracting organism must award the bid within five days after the receipt of the documents.

The award must be justified and the bidders shall be notified, after which it shall be published on the Procurement Profile, stating the deadline by which the contract must be undersigned in conformity with article 156.3 of the TRLCSP.

The submitted bids, both those that were accepted and those that were excluded unopened, shall be archived. Once the contract has been awarded and the terms for appeals have passed, in the event that no actions have been taken against the award agreement, envelope No. 1 submitted by bidders shall be available to the interested parties.

CLAUSE 15. Definitive warranty.

Bidders shall be exempted from the provisional warranty.

Pursuant to the terms of art. 95 of the TRLCSP, owing to the characteristics of the procurement that is the object of this tender, it is agreed to exempt it from the definitive warranty.

CLAUSE 16. Undersigning of the contract.

The award of the contract shall be formalised in a private document within 15 working days counting from the day after the notification of the award.

Whenever, for reasons attributable to the bidder, the contract has not been formalised within the indicated deadline, the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation may decide to terminate the award and demand an indemnity for damages. In this case, the contracting organism may award the contract to the next most financially advantageous offer.



CLAUSE 17. Execution of the contract and non-disclosure agreement.

The bidder shall have to execute the contract in accordance with the principles of responsibility and efficiency, fulfilling the agreed upon deadlines and according to the prescriptions of the appropriate Memorandums of technical Specifications and of Specific Administrative provisions. The awarded bidder must deliver the units requested by the contracting organism or the person assisting or representing it under the terms agreed upon that are outlined in the clause below.

The bidder having been awarded the contract undertakes to fulfil all that is established in Organic Law 15/1999 of 13th December on the protection of information of a personal nature (LOPD) and Royal Decree 1720/2007 of 21st December whereby the development framework of the LOPD is approved concerning the personal information to which it shall have access during the duration of the contract. Any documents or information that is disclosed or to which access is provided on the occasion of this service provision arising from this contract corresponding to the contracting entity that is responsible for the personal information file is of a confidential nature and shall not be fully or partially reproduced by any means or in any format; therefore, they shall not be digitally processed or edited, nor shall they be transferred to any third parties beyond the strict field of the direct execution of the contract, and not even among the remaining personnel that the company providing the service that is the object of this contract may have.

The bidder shall bear any taxes and other tax burdens and fees related to the provision of the procurement.

CLAUSE 18. Modification of the contract.

The contract may only be modified for reasons of public interest. These modifications, which shall be binding to the contracting company, must be carried out in accordance with the terms of articles 107 and 108 of the TRLCSP.

Should the contract be terminated in accordance with the provisions of clause nineteen of this Memorandum, it shall be processed as a modification of the contract.

On the other hand, the full or partial succession of the person of the bidding company due to a corporate restructuring due to an absorption, merger, split-off, contribution or transfer of a company or a branch of activity shall also be deemed to be and processed as a modification of the contract pursuant to article 9 of Law-Decree 3/2016, of 31st May, on urgent measures concerning public procurement.

The contract may also be modified whenever the value of the modification is less than 10 percent of the initial value of the contract. This modification shall be deemed to be insubstantial and, in any event, it shall not change the global nature of the contract.

Modifications to the contract may not be substantial and must limit themselves to entering any strictly indispensable variations to respond to the objective cause requiring the modification.

A modification of the contract shall be deemed to be substantial whenever it results in a materially different contract from that which was undersigned and whenever any of the following conditions is met: whenever the modification introduces conditions which, should they have featured in the original contracting procedure, would have allowed for the selection of candidates other than those that were initially selected or the acceptance of a bid other than that which was initially accepted or which would have attracted more participants in the tender process; whenever the modification alters the financial balance of the contract to the benefit of



the contractor in a manner not considered in the initial contract; whenever the modification significantly expands the scope of the contract and whenever the contracting company should be replaced in circumstances other than those established in this clause.

CLAUSE 19. Assignment of the contract.

The rights and obligations emanating from this contract may be assigned by the awarded bidder to a third party whenever the technical or personal qualities of the awarded party have not been the main reason for the awarding of the contract and having obtained the previous authorisation from the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation whenever the requirements established in article 226 of the TRLCSP are fulfilled and whenever the assignment does not lead to an effective restriction of competition on the market.

Assignments to third parties may not be authorised whenever said cession implies a substantial alteration of the characteristics of the contracting company if they are an essential element of the contract.

So that the awarded bidders may assign their rights and obligations to third parties, the following requirements must be fulfilled:

- a) The contracting organism must previously and expressly authorise the assignment.
- b) The assignor must have executed at least 20 percent of the value of the contract.
- c) The assignee must have the capacity to enter into a contract with the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation and display the solvency required from it, and it must be duly classified should this requirement have been demanded from the assignor. It must also not be affected by any legal grounds for a prohibition to contract.
- d) The assignment between the awarded bidder and the assignee must be formalised in a public deed of attorney.

With the fulfilment of the requirements above, the assignee shall be subrogated in all rights and obligations befalling to the assignor.

Whenever the constitution of a definitive warranty is required, the warranty provided by the assignor shall not be returned or cancelled until the warranty of the assignee has been formally constituted.

CLAUSE 20. Liability of the contracting company and indemnities for damages.

The contracting party shall be responsible for the technical quality of the work carried out and for the provisions and procurements carried out as well as for the consequences that may arise from the administration or due to third parties of any omissions, mistakes, inappropriate methods or mistaken conclusions in the execution of the contract.

The contracting company shall execute the contract at its own risk and liability, and it shall be bound to provide indemnities for any damages caused to third parties as a consequence of the operations required in the execution of the contract except for those cases in which the damages are caused as an immediate and direct consequence of an order from the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation.



Should an indemnity for damages be required, the value thereof shall be determined by the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation based on the damages caused, with a previous period for comments from the contractor and notwithstanding any criminal liabilities that may arise.

CLAUSE 21. Sanctions and penalties for delays.

Notwithstanding any indemnities for damages in the event of a breach of contract that does not lead to the termination thereof, the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation shall apply the following sanctions and penalties:

- Delays in the definitive deadline for the procurement: €2 for every €1,000 of the price of the contract for every day's delay.

The value of the sanctions/penalties due to delays may be made effective through their deduction from bills to be paid to the contractor.

The circuit for the notification of breaches shall be made through e-mail sent to the contract coordinator and to the party responsible for the management thereof.

Once the notification has been served, the awarded company shall have 15 working days to make comments, after which, in the absence of any comments, the breach shall be deemed to be confirmed.

Should the awarded company make comments, they shall be analysed and debated between both parties in order to validate or withdraw the breach.

The breach of this contract, either in full or partially, by the awarded company, for any reason whatsoever except for those that are not attributable to it, shall entitle the VHIR to claim for damages derived from said breach.

CLAUSE 22. Termination and fulfilment of the contract.

The contract shall expire either due to its fulfilment or its termination.

The contract shall be deemed to have been fulfilled by the contractor once he or she has provided the procurement in full under the terms of the contract itself and to the satisfaction of the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation.

In any event, the acknowledgement thereof shall require a formal and positive act of receipt or conformity after the delivery and installation of the materials that are the object of the contract by the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation.

CLAUSE 23. Receipt and payment of the contract.

The receipt and payment of the contract shall be carried out in conformity with the provisions of articles 222 and 307 of the TRLCSP and article 204 of the RGLCAP.

The Administration shall determine whether or not the provision provided by the awarded company is suited to the contracted services and the amendment of any defects that may have been observed upon its receipt.



Should the work carried out not be suited to the contracted service as a consequence of vices or flaws attributable to the contracting company, the Foundation may refuse it, being exempted from the obligation to pay or being entitled, when appropriate, to a refund of the amount paid.

Moreover, the contract receipt units shall verify the effective fulfilment of the contractual clauses that establish obligations to use Catalan, expressly referring to it in the certificates for correct receipt and execution.

CLAUSE 24. Grounds for the termination of the contract and effects thereof.

The grounds and effects of the termination of the contract are those that are contained in articles 216.6, 223, 225, 308 and 309 of the TRLCSP. In particular, non-compliance with essential contractual obligations shall be grounds for the termination thereof.

The following shall also be grounds for the termination of the contract:

- a) Any substantial modifications of the object of the contract under the terms outlined in clause eighteen of this Memorandum that would have required new contracting proceedings.
- b) The fact that the contracting company may have incurred a cause for exclusion from the tender at the time of the award.
- c) The fact that the contract should not have been awarded to the contracting company due to a severe breach of the obligations established in European Treaties and Directive 2014/24/EU ruled by the Court of Justice of the European Union by the contracting company.
- d) A breach of the obligation of the contracting company not to disclose the information or background information which, not being common knowledge, may be related to the purpose of the contract.
- e) By mutual agreement between both parties.

Any breach of the obligations of the contract by the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation shall entitle the awarded contractor to receive compensation for any damages that said breach may cause to it.

Whenever the contract is terminated on the grounds of a breach by the contractor, he or she shall have to indemnify the Hospital Universitari Vall Hebron -Institut de Recerca (VHIR) Foundation for any damages caused. The indemnity must be made effective, first and foremost, on the warranty that may have been constituted for this purpose when applicable, notwithstanding the subsistence of the responsibility of the contractor for any amounts in excess of the warranty.

In all cases, the application of the causes for termination shall be made in conformity with the provisions of article 224 of the TRLCSP and following the procedure established in article 109 of the RGLCAP.

CLAUSE 25. Protection of information: documents.

1. In compliance with the terms of article 5 of Organic Law 15/1999 of 13th December on the protection of information of a personal nature (LOPD) and Royal Decree 1720/2007 of 21st December whereby the development framework of the LOPD is approved, the following is stated for the record:



A) Any documents to submit a bid to this tender that contain personal information are required for participation therein.

B) In what concerns documents submitted by bidders that may contain information of a personal nature from physical persons (workers, technical personnel, collaborators, etc.), the awarded party guarantees that he or she has previously obtained the consent of the interested/affected parties to provide said information to the VHIR in order to participate in this tender.

C) Any documents provided by the bidders that contain information of a personal nature shall be archived in a file owned by the VHIR located in Plaça de les Arts, 1, in Barcelona, and shall be processed by the VHIR for the qualification, assessment and comparison of the proposals submitted by bidders and in order to fulfil the goals established in the regulations of public sector contractor that may be applicable to the VHIR. The recipients of this information shall be the VHIR itself as well as any third parties that carry out oversight, or any third parties that necessarily must access them in the execution of the contract.

D) The submission of the bid and the requested information implies that the bidder authorises the VHIR to process the aforementioned documents and information under the terms above and, should it be awarded the contract, within the context of the execution of the contract.

E) Any interested or affected parties may exert their rights to access, correct, cancel and oppose said information by writing to the VHIR as the entity responsible for the processing thereof, at the address indicated under letter C) above, attaching a copy of their National Identity Document or any other Official Document certifying the identity of the person exerting the aforementioned right.

2. The contractor undertakes to fulfil all that is established in Organic Law 15/1999, of 13th December, on the protection of information of a personal nature, and in Royal Decree 1720/2007, of 21st December.

Any documents or information that may be disclosed or to which the contractor may have access in the context of the provision of the obligations derived from the contract that correspond to the VHIR as the party responsible for the personal information file is of a confidential nature and may not be reproduced either fully or in part and on any media, nor shall it be digitally processed or edited or sent to third parties beyond the strict field of direct execution of the contract, not even among the remaining personnel that the contractor may have.

CLAUSE 26. Fulfilment of ethical principles and rules of conduct for contractors.

In conformity with the provisions of article 55.2 of Law 19/2014 of 29th December, on transparency, access to public information and good government, the bidders/contractors must comply with the following ethical principles and rules of conduct:

- Their actions must be subject at all times to the terms of the Constitution, the Statute of Autonomy, and any applicable laws, regulations and rules.
- They must avoid any actions that may cause discrimination on the grounds of birth, race, gender, religion, opinion or any other personal or social situation or circumstances.
- They must act honestly, respecting the principle of good faith in their actions.
- They must not offer or make gifts, favours or provide services under advantageous positions to people providing their services to the VHIR that may condition the objective development of their duties.



- ⊖ They must provide the contracting body with any information that it may request from them and which is necessary for the award of this contract and, when applicable, for the execution thereof. The information provided must be useful, relevant, comprehensible and trustworthy.
- They may not participate in or collaborate with the drafting of any of the documents that the VHIR must draft for the awarding of this contract.
- ⊖ They must notify the VHIR of an prohibition to contract that may affect the bidder or contractor as soon as it arises.
- They must respect the confidentiality of the information to which they may have access for their participation in this contract or in the execution of the contract.
- They must adopt the appropriate measures in order to ensure that the provision that is the object of this contract is executed with the necessary level of quality and in compliance with applicable regulations.
- They must treat VHIR personnel with all due respect and politeness and, when appropriate, the users of the services provided by this company.
- They must comply with any other rules of conduct that the VHIR may establish from time to time.

In the event that the bidder or contractor should fail to comply with any of the principles or rules established in this clause, the VHIR shall be entitled to exclude the bidder having caused the infraction from the tender or, when applicable, to terminate a contract having been formalised with the contractor. Based on the type of breach, the VHIR may also provide prior warning to the bidder or contractor so that he or she may immediately cease in their breach and, should they persist therein, the contract shall be terminated.

Barcelona, 5th February 2018.

CONTRACTING ORGANISM.

Dr. Joan X. Comella Carnicé

Director

Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) Foundation.



APPENDIX N° 1

STATEMENT OF COMPLIANCE

Mr / Msacting in his or her own name or in representation of the company..... HEREBY STATES under his or her own responsibility, as a bidder for the contract for the genotyping service at the genomic scale using the Infinium global screening array (GSA) for the psychiatry, mental health and substance abuse research group of the Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) Foundation, that:

- a) He or she has the capacity to enter into a contract with the Administration, having the capacity to act and not falling under any of the cases for the prohibition to contract with Public Administrations established in points 1 and 2 of article 60 of the TRLCSP.
- b) He or she is up to date in all of his or her tax and social security obligations in conformity with articles 13 and 14 of the general regulations of the public administration procurement law approved by Royal Decree 1098/2001, of 12th October.
- c) He or she has not been condemned with a final judgement for crimes of falsehood, crimes against assets and against the socio-economic order, bribery, embezzlement, influence peddling, disclosure of secrets, use of privileged information, crimes against the tax administration and Social Security, crimes against workers' rights or crimes against the market and consumers.
- d) The company has not declared bankruptcy, insolvency in any proceedings nor is it subjected to judicial intervention, and neither has it presented a judicial request for a declaration of insolvency.
- e) It has not given rise to the termination of any contract with the administration or public sector for which it has been deemed responsible.
- f) It has not been condemned in a final and enforceable judgement for a severe infraction in questions of market discipline, professional subjects or on the workplace integration of the disabled, or for a very severe judgement on social matters in accordance with the provisions of legislation on infractions and sanctions in social order or concerning workplace health and safety pursuant to Law 31/1995, of 8th November, on the prevention of workplace hazards.
- g) That it is not in breach of any of the cases established by applicable legislation concerning the incompatibility of high positions as well as in incompatibilities of personnel in the service of the Administration of the Catalan Regional Government as well as concerning incompatibilities for positions in the service of the Catalan Regional Government.
- h) That the company fulfils all requirements and obligations required by currently applicable legislation for its opening, installation and legal functioning.



- i) That the information and the documents provided in all envelopes are absolutely correct in their contents.
- j) That he or she authorises the contracting organism to directly obtain the information or registered documents required to carry out the award of the contract, when appropriate, directly from the competent administrative organisms.
- k) That the email address for communications and notifications in the tender process and, if applicable, any further proceedings concerning the award, formalisation, modification, negotiation, execution and normal or abnormal termination of the contract is.....

And in witness thereof I hereby sign this statement of compliance.

Place, date and signature of the declaring party.

Signature

Stamp of the bidding company



APPENDIX N° 2

FINANCIAL BID OFFER

.....(Company name).....hereby state that, being aware of the conditions and requirements required in order to be awarded the contract in the **CONTRACT FOR THE GENOTYPING AT THE GENOME SCALE SERVICE USING THE INFINIUM GLOBAL SCREENING ARRAY (GSA) INTENDED FOR THE PSYCHIATRIC, MENTAL AND SUBSTANCE ABUSE RESEARCH GROUP OF THE HOSPITAL UNIVERSITARI VALL HEBRON - INSTITUT DE RECERCA (VHIR) FOUNDATION** make the following financial bid:

• Price per unit:

Price per unit:
Maximum price per unit..... € (VAT not included)
 VAT €
Total € (VAT included)

• Total prices for the 5,600 samples:

Maximum prices:
Price for 5,600 samples € (VAT not included)
 VAT €
Total € (VAT included)

Place, date and signature of the declaring party.

Signature

Stamp of the bidding company