



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

EXPEDIENT NUMBER.: 2019-051 FREELANCE SERVICES FRAMEWORK AGREEMENT (GRANTS OFFICE)

**SPECIFIC ADMINISTRATIVE BIDDING CONDITIONS  
NOT HARMONIZED CONTRACTING – OPEN PROCEDURE**

**FRAMEWORK AGREEMENT WITH FUNDACIÓ HOSPITAL UNIVERSITARI VALL  
HEBRON - INSTITUT DE RECERCA (VHIR) FOR APPROVAL OF GRANT WRITERS /  
GRANT SPECIALIST, PROJECT MANAGERS AND TRAINERS IN COMPETITIVE  
PROPOSALS PREPARATION**



## BIDDING PROCEDURE SUMMARY CHART

### SPECIFIC ADMINISTRATIVE BIDDING CONDITIONS

#### **A. - DESCRIPTION OF THE PURPOSE OF THE FRAMEWORK AGREEMENT:**

The purpose of this call for tenders is to set a Framework Agreement with four (4) selected different consultants / providers for each Lot to be contracted by the Unit of Competitive Research Projects or by the Research Groups of the Fundació Hospital Universitari Vall d'Hebron - Institut de Recerca (VHIR) which might require their services and can hire them.

This Framework Agreement is divided into lots:

- **LOT 1: Support in the development of proposals considered strategic, mainly from the international arena and coordinated by VHIR or individual but highly competitive**
- **LOT 2: Support in the management projects considered strategic, mainly from the international arena and coordinated by VHIR**
- **LOT 3: In-house training for researchers and Research Grants Office staff**

#### **B. - ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT:**

**EIGHTY THOUSAND EUROS (€ 80,000.00) without VAT.**

Item	Value (without VAT)
Base total budget for tender	165.000,00 Euros
Possible amendments	0.00 Euros
Possible extensions	55.000,00 Euros
<b>Total</b>	<b>220,000.00 Euros</b>

#### **B.1. BASE BUDGET FOR TENDER.**

**HUNDRED NINTHY-NINE THOUSAND SIX HUNDRED FIFTY EUROS (€ 199.650,00) with VAT.**

Item	Value (without VAT)	VAT	Total value (with VAT)
Base budget for tender	165.000,00 Euros	34.650,00 Euros	<b>199.650,00 Euros</b>



**B.1. BASE BUDGET FOR LOT 1:**

SEVENTY-EIGHT THOUSAND SIX HUNDRED FIFTY EUROS (€ 78.650,00) with VAT.

Item	Value (without VAT)	VAT	Total value (with VAT)
Base budget for tender	65.000,00 Euros	13.650,00 Euros	78.650,00 Euros

**B.1. BASE BUDGET FOR LOT 2.**

FORTY-TWO THOUSAND THREE HUNDRED FIFTY EUROS (€ 42.350,00) with VAT.

Item	Value (without VAT)	VAT	Total value (with VAT)
Base budget for tender	35.000,00 Euros	7.350,00 Euros	42.350,00 Euros

**B.1. BASE BUDGET FOR LOT 3:**

SEVENTY-EIGHT THOUSAND SIX HUNDRED FIFTY EUROS (€ 78.650,00) with VAT.

Item	Value (without VAT)	VAT	Total value (with VAT)
Base budget for tender	65.000,00 Euros	13.650,00 Euros	78.650,00 Euros

**C. - DURATION OF THE CONTRACT:**

The Framework Agreement will have an initial duration of 3 years.

**D. - EXTENSIONS:**

Yes. It exists the possibility of extensions for a period of 1 additional year. In the event that the extension is agreed upon by the contracting entity, it will be obligatory for the contractor, in accordance with the provisions of article 29 of the LCSP.

**E. - PLACE OF EXECUTION:**

Framework Agreement assigned to Competitive Research Projects Unit and Research Groups of the Fundació Hospital Universitari Vall Hebron-Institut de Recerca (VHIR),

**F. - LOTS:** Yes.

**G. - PROVISIONAL SECURITY:**

Not applicable.

**H. - DEFINITIVE SECURITY:**

Not applicable for a Framework Agreement.

**I. - WARRANTY PERIOD:**

See Clause 21 of these Conditions.



**J. - CONDITIONS FOR CAPACITY:**

See Clause 6 of these Conditions.

**K. - SOLVENCY:**

See Clause 6 of these Conditions.

**L. - SUBMISSION OF BIDS:**

**Format and place for presentation:**

Using the Digital Envelope electronic bidding tool, which is integrated into the Public Contracting Services Platform of the Catalan Regional Government?

**Closing date:** on the 6th of September 2019.

**Closing hour:** until 1:00 pm.

**Format and place of submission:** Using three digital envelopes entitled "Envelope 1, 2 and 3", which must be submitted using the Digital Envelope electronic bidding tool, which is integrated into the Public Contracting Services Platform of the Catalan Regional Government. (See the "Main points on the DIGITAL ENVELOPE" document). The documents and bid summary will be duly encrypted.

**M.- OPENING OF ENVELOPES NUMBER 2 AND NUMBER 3.**

All envelopes that do not contain administrative information must have a keyword defined for the company, which will encrypt the files in the browser before sending them. It is essential that you keep these keywords, as once the deadline for submission has expired, they will be required by the contracting organism. It is important that you keep this into account as, once the time comes to open the envelopes, if a given company has not provided the previously required keywords, its bid will be discarded outright from the tender in question.

**OPENING OF ENVELOPE NUMBER 2, CONTAINING THE PROPOSAL TO BE ASSESSED THROUGH THE APPLICATION OF VALUE JUDGMENTS:**

**Date:** on the 13th of September 2019 at 9:00 am.

**Place:** VHIR, using the Digital Envelope tool. The opening of envelope No. 2 will not be carried out publicly pursuant to the Report of the Directorate-General of Public Contracting of the Catalan Regional Government of 12 April 2019.

**OPENING OF ENVELOPE NUMBER 3, WHICH CONTAINS THE PROPOSAL TO BE ASSESSED THROUGH THE APPLICATION OF CRITERIA THAT CAN BE QUANTIFIED THROUGH THE APPLICATION OF AUTOMATIC FORMULAE:**

**Date:** on the 25th of September 2019 at 9:00 am.

**Place:** Sala d'Actes, Planta 2a, Edifici Mediterrània (VHIR), through the Digital Envelope tool. Public opening.



**N. - CRITERIA FOR THE AWARDING OF THE CONTRACT:**

As per **Appendix number 2** of these Conditions.

**O. - MODEL FOR BIDS CONCERNING THE CRITERIA TO BE ASSESSED THROUGH FORMULAS:**

As per **Appendix number 1** of these Conditions.

**P. - MODIFICATION OF THE CONTRACT:**

No specific clauses on modifications to the contract have been established.

**Q. - ASSIGNATION OF THE CONTRACT:**

See clause 22 of these Conditions.

**R. - PROCESSING:**

Ordinary, through the open procedures established in articles 156 to 158 of the Public Sector Contracting Law.

**S - PUBLICATION:**

Contracting profile:

Available on the website of the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR):

[http://www.vhir.org/portal1/article\\_menu\\_llistat\\_licitacions.asp?s=institut&contentid=1348](http://www.vhir.org/portal1/article_menu_llistat_licitacions.asp?s=institut&contentid=1348)

As well as in the public contracting section of the Catalan Regional Government:

<https://contractaciopublica.gencat.cat>

**T. - INFORMATION AND TROUBLESHOOTING SERVICE AVAILABLE TO BIDDERS:**

Any doubts, questions and/or requests for information must be sent in writing to the following email address: [contractacio.publica@vhir.org](mailto:contractacio.publica@vhir.org), 5 days before the end of the closing date for the submission of bids at the latest. The subject of the message must contain the code/record No.

Likewise, interested parties are hereby notified that the information concerning the processing state of these proceedings shall be published on the contracting profile, including any relevant clarifications and statements as appropriate. Interested parties are advised to regularly check the Contracting Profile to remain up-to-date on the situation of contracting procedures.



## SPECIFIC ADMINISTRATIVE BIDDING CONDITIONS

SERVICE CONTRACT  
PROCESSING: Ordinary  
PROCEDURE: Open  
REGULATION: Non-harmonised

Contract code

2019-051 FREELANCE FRAMEWORK  
AGREEMENT (GRANTS OFFICE)

Contract  
description

FRAMEWORK AGREEMENT WITH  
FUNDACIÓ HOSPITAL UNIVERSITARI VALL  
HEBRON - INSTITUT DE RECERCA (VHIR)  
FOR APPROVAL OF GRANT WRITERS /  
GRANT SPECIALIST, PROJECT MANAGERS  
AND TRAINERS IN COMPETITIVE  
PROPOSALS PREPARATION

CPV Code

72224000-1

## I. GENERAL PROVISIONS

### CLAUSE 1.- OBJECT, PURPOSE AND LEGAL SYSTEM OF THE FRAMEWORK AGREEMENT

1.1. The purpose of these Specific Administrative Bidding Conditions is to lay down the conditions that will govern the hiring of Grant Writers, Project Managers and Trainers for the preparation of competitive proposals by the Fundació Hospital Universitari Vall d'Hebron – Institut de Recerca (hereinafter, "VHIR" or "the contracting entity").

Through this procedure, VHIR will approve those entrepreneurs who keep to the requirements established in this procedure in order to provide the aforementioned services.

1.2 The object of this tender is the award, by the VHIR, of a framework agreement for the subsequent recruitment of the aforementioned services, in accordance with the provisions set forth in this Specification, in the Technical Specification (in forward, PPT) and contracts based on the framework agreement.

The VHIR will hire the necessary services, with the estimated value expected to be an overall and maximum amount, but in no case an amount required to be consumed by the VHIR.





1.3 Approved companies must have sufficient capacity to meet the benefits derived from this tender and, in this regard, have adequate means to cover each one of the VHIR's needs for the execution of every contract based on the framework agreement.

The execution conditions will be specified in accordance with what is established in this Schedule, the PPT and the contracts based.

The VHIR does not guarantee the award of a certain number of contracts based. In the event that the VHIR so requires, you may award the provision of certain services to suppliers that have been approved. Participation in this procedure and the adjudication of the framework agreement does not guarantee or guarantee in favor of that approved provider the subscription of any contract based on its behalf, without this fact giving him the right to be compensated or reimbursed.

Therefore, the non-awarding of any contract based will not entitle the company to have been approved to be reimbursed or compensated.

1.4 The recipient of the services covered by this framework agreement is the VHIR itself, which will, when required, require them to companies approved in accordance with the procedure established in this Specification.

The VHIR will award the contracts based on the procedure established in clause 26 of this Agreement.

1.5 The framework agreement has the following purposes:

- Determine the services that VHIR will be able to hire under this Framework Agreement.
- Establish the minimum technical conditions and the economic conditions related to the awarding companies that will perform the benefits that are the subject of this framework agreement.
- Establish the general conditions of adjudication and execution of the subsequent service contracts through contracting based on and in this framework agreement.
- Limitation framework agreement: This framework agreement is exclusively for awarding contracts based on the estimated values of which do not exceed the maximum unit prices set by the VHIR and that appear in this Specification and in the Technical Specification.

1.6 The framework agreement will conform to the content of this document, whose clauses will be considered an integral part of the respective contract. Likewise, it is reported that the types of contracts that are attached as Annexes to this Schedule regulate the obligations of the contractor, such as, as an indicative and non-limiting, payment method, conditions of execution, subcontracting, payment to subcontractors and suppliers, penalties, resolution of the contract, etc. and that, therefore, they must be taken into consideration by the bidders.

1.7 The presentation of proposals implies the unconditional acceptance by the bidders of the content of this Agreement and of all the documentation that makes up the present invitation, without exception or reservation.



Ignorance of this documentation in any of its terms and other contractual documents of any kind that may be applicable in the execution of the agreed thing, will not exempt the contracting company from the obligation to comply with them.

1.8 The interpretation of the framework agreement and the discrepancies regarding its application will be taken into account, first of all, the specific administrative clauses and technical specifications. In the event of a discrepancy between the provisions of the Specification and the type contract, the provisions in the specifications and PPT will prevail.

In the event that the present document is translated into other languages, in the event of a discrepancy, the version in Catalan will prevail.

1.9 The VHIR is subject to the provisions of Law 9/2017, of November 8, on Public Sector Contracts, by which the European Parliament and Council Directives 2014/23 / EU are transposed into the Spanish legal system. 2014/24 / EU, of February 26, 2014 (hereinafter, "LCSP"), related to the non-harmonized contracting that as adjudicating power that does not have the character of Public Administration is applicable to them.

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

1.10 The framework agreement formalized has the consideration of private contract and is subject, in terms of its effects and extinction, to the private right, governing by this Specific administrative bidding conditions, by the contract and annexed documentation, and in everything not anticipated, by the applicable civil and mercantile legislation.

1.11 To resolve any discrepancies that may arise from the preparation, adjudication and contractual modifications, when the latter are based on non-compliance with the provisions of articles 204 and 205 of the LCSP, when it is understood that said modification should have been subject to a new adjudication, the parties will be submitted to the contentious administrative court order.

In order to resolve any discrepancies that may arise in relation to the effects and termination of this contract, the parties will submit to the civil jurisdictional order.

## **CLAUSE 2.- ESTIMATED CONTRACT VALUE, BASE BUDGET FOR FRAMEWORK AGREEMENT AND CONTRACT VALUE**

2.1. The estimated maximum value of the Framework Agreement, in accordance with the criteria established in article 101 of the LCSP, has been calculated estimably taking into account the expenditure that could potentially be generated for the entire duration of the LCSP, Framework agreement, taking into account the total number of contracts based on their validity, including any possible form of option and possible extensions.

Therefore, this estimated maximum value has a purely non-binding and non-binding nature, assuming in no case an obligation of expense for the VHIR or that it is obligated to demand a certain amount of services, since it will be determined based on the contracts





based on the present framework agreement that is really carried out. Only the obligations actually made by the successful bidder in the contracts based will be generated.

Following these criteria, the estimated maximum value of the framework agreement that is fixed for all its duration, including the possible extension is expressed in **section B of the Table of characteristics** of this tender, amount that does not include Value Added Tax (VAT).

2.2. The maximum unitary prices that are detailed in **Annex no. 1** of this Schedule and the Technical Specification.

The price of the Framework Agreement will be determined based on the percentage of linear loss that bidders apply to unit prices included in the Technical Specification. Bidders may formulate economic offers by improving the **established type of low payment**.

The unit prices that will govern during the execution of the Framework Agreement will be those offered by the successful bidder in their proposal that, in no case, they will be able to exceed the maximum unit prices set by the VHIR and that appear in this Specification and in the Specification of Technical prescriptions.

In this way, offers that present an amount higher than the established prices, as well as those that do not conform to what is specified in the conditions for submission of the offer will be excluded.

The amounts that are detailed as maximum unit prices include all the valuation factors and expenses that, according to the contract documents and current legislation, are borne by the successful bidder, except for the Value Added Tax (VAT) that must support the VHIR.

In the proposals presented by the bidders they will be understood included to all effects the taxes of any type that record the service to carry out, except for the VAT.

The successful bidder of a contract based will have the right to receive the amounts corresponding to the works actually executed, in accordance with their offer and in the manner provided for in the corresponding contract, and which have been requested by the VHIR.

The price of the contract based will not be reviewed.<sup>1</sup>

2.3. The adjudication of the contracts based is conditional on the confirmation of the existence of a pertinent economic grant, without the successful bidder being able to claim any compensation in this respect.

2.4. In the contracts based on this framework agreement, the price of the service will be determined based on the supplier's offer and the specific services rendered and actually rendered. The economic offer of the contract based on no case may exceed the prices initially offered by the company when participating in the framework agreement.

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<sup>1</sup> Only the revision of prices could be carried out in the cases established in article 103 of the LCSP (very residual assumptions).



### **CLAUSE 3.- DURATION OF THE FRAMEWORK AGREEMENT AND BASED CONTRACTS**

3.1 The Framework Agreement shall have an initial duration of three (3) years, counting from the date fixed in the formalization thereof.

The Framework Agreement may be extended, by express agreement of the VHIR, for a maximum period of twelve (12) additional months. The extension will be agreed by the contracting body of the VHIR and will be obligatory for the successful bidder. The extension will be communicated by VHIR in writing and the company will have to certify the maintenance of the requisite capacity and solvency requirements at the time of the tender. If you do not prove it, you will not be able to benefit from the extension.

If the Framework Agreement could not be extended with the company initially forming part of the framework agreement, the same will expire.

In spite of this maximum duration of the framework agreement, it will be extinguished and will end to all effects at the moment when the estimated amount is depleted.

The termination of the validity of the framework agreement, whether by depletion of the estimated value or due to the fulfillment of the term, will not prevent the continuity of the validity of contracts based on the framework agreement, as long as these contracts based on the framework agreement have been awarded before the expiration of the framework agreement.

3.2 Regarding the duration of the contracts based, these may be awarded throughout the entire Agreement of the Framework Agreement.

The duration of contracts based on this framework agreement will be independent of the duration of the framework agreement and will be governed by what is established in the contract based on its duration<sup>2</sup>.

The stipulations of the framework agreement will govern all the based contracts that are adjudicated on this basis.

### **CLAUSE 4.- PROCESSING OF CONTRACTING, PROCEDURE FOR AWARDING THE FRAMEWORK AGREEMENT, DOCUMENTATION THAT WILL BE PROVIDED TO THE LICITATORS AND RESPONSIBLE FOR THE CONTRACT**

The adjudication of the framework agreement will be carried out through the open procedure, ordinary procedure (non-harmonized regulation) and in accordance with the provisions of this Schedule.

1. Selection of four (4) suppliers: The award of the framework agreement will be made to four (4) suppliers, which have been, by order, those that have a better value for money as a whole. In accordance with the criteria for the award of this tender.

<sup>2</sup> In this sense, article 219.3 of the LCSP is expressly referred to in article 29 of the same normative text, regarding the duration of the contracts and the execution of the service.



**2. Necessity and suitability of the contract:** The conclusion of this framework agreement is necessary for the fulfillment and fulfillment of the purposes of the VHIR. In particular, the needs that they intend to cover through this framework agreement are those of legal advice in the field of taxation and administrative law that requires the Economic Coordination of the VHIR, as well as it is clear from the Report of Necessity elaborated previously.

The VHIR in the exercise of its activity, needs the specified services. For this purpose and in order to ensure the provision of services indicated, the VHIR must set the bases for approving four (4) companies that are experts in the field that can provide these services.

**3. Documentation that will be provided to bidders:** From the day of the publication of the tender announcement, interested parties may obtain the documentation that governs this tender through:

- Profile of the VHIR Contractor located on the website of the entity:  
[http://www.vhir.org/portal1/article\\_menu\\_llistat\\_licitacions.asp?s=institut&contentid=1348](http://www.vhir.org/portal1/article_menu_llistat_licitacions.asp?s=institut&contentid=1348)
- The contracting profile of the VHIR is integrated into the Platform for public procurement services of the Generalitat de Catalunya on the website:  
<https://contractaciopublica.gencat.cat/>

The contract documentation includes the following documents:

- These Specific Administrative Bidding Conditions (PCAP).
- Appendix 1 (PCAP).
- Technical Specifications.
- Main points on the Digital Envelope.
- European Single Procurement Document (ESPD)
- Instruction on filling in the ESPD.

All this documentation will be contractual.

In accordance with article 138.3 of the LCSP, the contracting body shall provide all interested parties, six (6) days before the end of the period for submission of bids, the additional information regarding the folds and other complementary documentation that they request, provided that they have been requested at least five (5) days before the expiration of the period for submission of tenders.

**4. Contract manager:** A contract manager shall be appointed by the contracting entity, and his or her identity shall be disclosed to the successful bidder once the contract has been awarded. The aforementioned manager shall be in charge of supervising the execution thereof and adopting any decisions and issuing any instructions that may be required to ensure the proper execution of the contracted provision within the scope of the powers vested unto him or her.

The decisions and instructions adopted by the person responsible for the contract will be mandatory by the contractor.



Likewise, the successful bidder will have to determine a direct speaker with whom the person in charge of the VHIR contract, or the person (s) in whom he delegates, can comment on the aspects related to the execution of the contract.

5. Contracting Organism: The contracting organism for this contract, in view of the value thereof, is the Director of the VHIR.

## **CLAUSE 5.- PUBLICATION OF THE INVITATION TO TENDER**

This invitation to tender shall be published through an announcement on the Contracting Profile, which may be accessed in the manner stated in **section O** of the Summary Chart through the website of the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR):

[http://www.vhir.org/portal1/article\\_menu\\_llistat\\_licitacions.asp?s=institut&contentid=1348](http://www.vhir.org/portal1/article_menu_llistat_licitacions.asp?s=institut&contentid=1348)

As well as through the public contracting section of the Catalan Regional Government:  
<https://contractaciopublica.gencat.cat>

## **II. BIDDING PROCEDURES FOR THE COMPANY AWARDING THE FRAMEWORK AGREEMENT**

### **CLAUSE 6- CONDITIONS ON THE CAPACITY AND SOLVENCY OF BIDDERS**

6.1 They are qualified to contract with the VHIR the natural or legal persons, with a condition of businessman, Spanish or foreign, that have full capacity to act in accordance with the provisions of article 65 of the LCSP, and that are not incurred in the event of incapacity or prohibitions of contracting that are included in article 71 of the mentioned Law, and that they demonstrate the sufficient economic, financial and technical or professional solvency established in this Schedule. Likewise, its activity must be related to the object of the contract, according to its respective statutes or foundational rules, and must have an organization with sufficient elements for the proper execution of the contract. They must likewise have the professional or professional qualification that, if necessary, is required for the realization of the activity or the benefit that constitutes the object of the contract.

The requirements of capacity, solvency and absence of prohibitions on hiring must be fulfilled at the time of submission of the offer and must be maintained until the time of awarding and formalizing the contract.

The natural or legal persons of States not belonging to the European Union must comply, in addition, with the requirements of article 68 of the LCSP.



VHIR may contract with unions of businessmen or groups that are temporarily constituted for the purpose. This participation will be instrumentalized, at the tender stage, by means of the contribution of a private document in which the will of joint concurrence is indicated, indicating the names and circumstances of those who constitute it, the participation of each one of them, and appointing a representative or sole attorney with sufficient powers to exercise the rights and comply with the obligations arising out of the contract until its extinction, without prejudice to the existence of powers associated with other aspects, assuming the A commitment to formally formalize in case of being awarded. The unions or groupings of businessmen must prove their capacity and the solvency or classification required in this Specification in accordance with the legal and regulatory prescriptions in force. These entrepreneurs will be jointly and severally liable to the VHIR.

It will not be necessary to formalize the UTE in public deed until the award has been made in its favor.

6.2. In accordance with article 75 of the LCSP, the solvency may be credited based on the solvency and means of other entities, regardless of the legal nature of the links that it has with them, **provided that it shows that for the entire duration of the execution of the contract will effectively have this solvency and means and that the entity that is being used is not incurred in a prohibition to contract.**

However, with respect to the qualifications of studies and professionals or the professional experience, only the capacity of other entities will be able to be used if they execute the part of the object of the contract for which those capacities are required. These third parties will have to prove their capacity, aptitude and solvency required in this document.

When a company resorts to the capacities of other entities, it must demonstrate that it will have the necessary resources through the presentation to this effect of the written commitment of said entities. This commitment will be presented by the tenderer who had submitted the best offer, prior to a request completed in accordance with the provisions of section 2 of article 150 of the LCSP, without prejudice to the provisions of section 3 of Article 140 of the LCSP.

In the event that the tenderer uses the capacity of other companies to prove the economic and / or technical solvency, in accordance with the provisions of article 75.2 of the LCSP, or intend to subcontract, it must indicate This circumstance in the DEUC as detailed in section 9.1.1 of this Agreement and to present another DEUC separated by each one of the companies to whose capacity it has recourse or that it intends to subcontract, duly signed.

In the event that the economic and financial solvency of other entities is used, it will be necessary for the bidder and the entities to be visited to be jointly and severally liable for the execution of the contract, and to individually verify the solvency they provide.

6.3. Notwithstanding what has been indicated in the previous paragraphs, bidders who, directly or through companies related to them, have participated in the preparation of the technical specifications or the preparatory documents of the contract, can not concur to this tender, if this participation could distort competition or cause restrictions to free competition or suppose a treatment of privilege in relation to the rest of the bidding companies. In any case, the rules set forth in article 70 of the LCSP will be observed.



In the event that a bidding company, or a company linked to it, has participated in the preparation of the technical specifications or preparatory documents of the contract, it must indicate it expressly, specifying what has been its participation in the company, mentioned DEUC.

6.4. In relation to legal entities, contracts may only be contracted for which services are included within the purpose, object or scope of activity that, according to their founding rules or regulations, are their own.

6.5. Bidders who have fixed workers with fifty or more workers must have had a number of workers with a disability of not less than (2%) two percent of the total workforce, or complying with the alternative measures established in Royal Decree 364/2005, of April 8, or the norm that replaces it.

#### 6.6. MINIMUM SOLVENT CONDITIONS AND ITS ACCREDITATION:

1. Tender companies must meet the following criteria of solvency. However, they will only have to prove documentally the fulfillment of these requirements the company proposed as the successful bidder. Notwithstanding the foregoing, the contracting entity may request bidders, at any time prior to the award proposal, the accreditation of compliance with these terms:

##### A) Financial and economic solvency:

- Statement on overall turnover and, if appropriate, on turnover in activities corresponding to the purpose of the contract during, at the latest the last three years available based on the date of creation and/or beginning of the activities of the company, insofar as figures for turnover are available. Overall yearly turnover must amount to at least 1.5 times the tender value of the service for which they are bidding.

In the event that a company could not provide the requested references for justified reasons, it may certify its economic and financial solvency through any other means deemed sufficient by the contracting entity.

##### B) Technical or professional competence:

- A statement of the main services of an equal or like nature to that of the object of the contract that have been carried out over the course of the last three years, including the values, dates and public or private recipients thereof. The aforementioned works or services must be certified through certificates issued by the competent organism in the event that the recipient was a public sector entity or, when the recipient was a private company, through the issuance of a certificate by the same. In the absence of certificates, the provision of services may be certified through a statement by the entrepreneur.

(\*) Entrepreneurs must certify to have executed a minimum value of **247.500'00** Euros over the course of the aforementioned period, excluding taxes.

2. Foreign non-EU companies must likewise fulfil the requirements established in article 68 of the LCSP.





3. The contracting entity may contract with joint ventures that may be incorporated for this purpose on a temporary basis. 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.

The aforementioned contractors shall be jointly liable before the contracting entity. The formalisation of the aforementioned joint venture in a public deed shall not be required until the contract has been awarded to it.

4. The contracting organism shall adopt any measures that may be required to ensure that the participation of companies that have participated in the drafting of the technical specifications or the preparatory documents for the contract, or that may have provided counselling to the contracting organism during the drafting of the contracting procedure, does not distort competition. In any event, the rules laid down in article LCSP shall be observed.

In the event that a bidding company or a company related thereto may have participated in the drafting of the technical specifications or of preparatory documents for the contract, this fact must be stated expressly, specifying the nature of its participation and submitting the appropriate affidavit in Envelope No. 1.

5. Companies may only be awarded contracts the performance whereof is featured among the corporate purposes, object or field of activity stated in their articles of incorporation or founding rules.

6. Bidders with fifty or more permanent employees shall have to feature at least two percent of employees with disabilities with regard to the entirety of their staff or to fulfil the alternative measures established in Royal Decree 364/2005, of 8 April, or any law that may replace it.

## **CLAUSE 7.- BIDDERS' PROPOSALS: GENERAL RULES**

7.1. **Each tenderer** may present a single offer in the present procedure, either individually or jointly with other bidders.

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

Proposals shall refer to all the services covered by this Schedule, and partial offers will not be accepted.



Proposals must be submitted before the deadline for submission established in **section M** of the Summary Table of this Schedule and the tender announcement.

Proposals submitted outside the deadline (day and hour) established in the tender announcement and in this document will not be admitted under any concept nor under any circumstances.

7.2. The offers must be valid for **SIX MONTHS**, counted from the date of the end of the term to present them.

After this deadline, bidders will be entitled to withdraw their proposals with total indemnity for the parties, without any compensation or compensation being requested.

After this deadline, or the one superior indicated by each tenderer in its offer, without the VHIR having agreed to the award of the contract or the resolution of the tender in a different way, the bidders admitted to the bidding will be entitled to withdraw its Offer, as long as they so request in writing to the VHIR. Offers that are not withdrawn shall be deemed valid and binding by the tenderer for all the purposes set forth in this Schedule.

7.4. Bidders will have to present their proposals in accordance with the provisions of this Schedule.

7.5. The simultaneous presentation of bids by related companies will imply the effects established in the present Administrative Document and in article 86 of RD 1098/2001, in relation to the application of the bid regime with abnormal values or disproportionate

7.6. Bidders may indicate what information on their proposal is confidential, without, in any case, declaring the economic offer as such.

The VHIR will guarantee the confidentiality of the information expressly designated in this way, within the parameters of legality and as long as it does not affect the right of information that the rest of the bidders have in accordance with the prevision of the art. 133 of the LCSP.

#### **CLAUSE 8.- FORMAT FOR THE SUBMISSION OF BIDS AND DIGITAL MEANS OF COMMUNICATION: GENERAL RULES**

##### *Electronic submission.*

1. Bids must feature three (3) envelopes upon which the tender is stated. The contents of each envelope must likewise be stated thereon, broken down into a numerical list.

Envelope number 1 must contain the documents certifying the prior requirements stated in article 140 of the LCSP. Envelope number 2 must contain documents to be assessed in conformity with the criteria to be graded based on value judgments, and Envelope number 3 must contain the financial offer or aspects the assessment whereof depends on automatic formulae, which must be drafted according to the model attached hereto as **Appendix No. 1**.





The documents contained in envelope No. 2 may not contain any information that would disclose the contents of envelope No. 3 with regard to the financial submission and technical documentation on criteria to be assessed automatically. Failure to comply with this obligation will imply exclusion from the tender.

Bidders may state which information of their proposal is of a confidential nature. The financial submission may under no circumstances be declared confidential. The contracting organism will guarantee the confidentiality of any information expressly classified as such within the boundaries of the law and whenever it does not affect the right to information of the rest of bidders in conformity with the provisions of applicable legislation on the subject of access to public information.

2. Bidding companies must submit documentation confirming their offers within the deadline stated in the invitation to tender using the Digital Envelope tool, which can be accessed by following the link below: <https://contractaciopublica.gencat.cat> (See the "Main points on the Digital Envelope" document).

Once they have accessed the Digital Envelope web tool through the link above, bidding companies shall have to fill in a form to register an account in the tool, after which they will be sent a message to the email address stated on the registration form for the activation of the submission<sup>3</sup>.

**Bidding companies must keep the email address used to activate the submission due to the fact that the link contained in the activation message is their exclusive means of access to file their submissions using the Digital Envelope tool.**

Once they have accessed the website for the submission of bids through the link thus provided, bidding companies must prepare all required documents and attach them in digital format to the appropriate envelopes. Bidding companies may prepare and send these documents in stages before submitting their bid.

3. In order to begin processing the documents, the tool will prompt bidding companies to enter a **keyword** for each envelope with encrypted information that is a part of the bid (no keyword shall be required for envelope A, as its contents are not encrypted). This keyword shall be used to encrypt the documents when the bids are sent.

Likewise, the decrypting of submitted documents shall be carried out using the same keyword, which must be kept by bidding companies. It is necessary to keep in mind the importance of properly storing this or these keywords (they may be the same for all envelopes or a different one for each) as only bidding companies shall have them (the Digital Envelope tool does not store or save passwords) and they are essential to decrypt submissions and, therefore, to access their contents.

4. The Contract awarding committee shall request bidding companies to access the Digital Envelope web tool to enter their keywords at the appropriate time by sending them an email to the email address stated in the registration form for the Digital Envelope tool.

<sup>3</sup> Email addresses provided by bidding companies in the registration form for the Digital Envelope Tool, which shall be the ones used to send email messages concerning the use of the Digital Envelope Tool, must be the same as those stated in the DEUC to receive the appropriate notices and notifications.



Once the bidding companies have entered their keywords, the decryption process will begin for the documents, which will be stored in a secure virtual space that guarantees the inaccessibility of the documents before the constitution of the contract awarding committee, as appropriate, and the opening of the envelopes at the stated date and time.

**Bidding companies shall be requested to enter the keyword 24 hours after the deadline for the submission of bids has expired and, in all cases, they shall have to enter it prior to the opening of the first encrypted envelope, namely envelope No. 2.**

**As it is established in the document "Main points on the Digital Envelope", if the Contract awarding committee has not received the keywords that have been duly requested from bidding companies at the date of the opening of Envelope No. 2, said company shall be automatically excluded from the proceedings.**

5. Once all of the documents for the submission have been filled in and the documents that make it up have been attached, the submission of the bid per se may be carried out. From this point onwards, any documents that have been provided will no longer be modifiable.

In the event that any of the documents submitted by bidding companies is damaged, blank, illegible or infected by a virus, the contract awarding committee will consider the legal consequences concerning the participation of said company in the proceedings that would arise from the inability to access any of the documents in the submission based on which documents have been affected. If the documents in question are essential to know or assess the submission, the committee may decide to exclude said company.

Bidding companies may submit a backup copy of submitted digital documents in physical digital format, which will be requested from bidding companies as required in order to access the contents of documents that have been damaged. In this respect it is necessary to keep in mind that it is important not to manipulate these files in order not to alter their digital footprint, which will be checked to ensure the concordance of the documents with the backup copies that have been sent in physical digital format and those that have been sent in the submission through the Digital Envelope tool.

6. The following formats will be accepted for digital documents:

- PDF.

7. Submissions from parties that incur in any of the circumstances stated in article 71 of the LCSP on exclusions from contracting shall not be accepted under any circumstances. Any submissions that are incomplete, anomalous, or that contain omissions, mistakes or statements that do not allow for a correct understanding of their terms and, ultimately, do not allow for a clear knowledge of the conditions to assess the submission or may lead to error, will likewise be excluded from the procedure.

8. Pursuant to additional disposition fifteen of the LCSP, the processing of this Invitation to tender implies the sending of notices and notifications as appropriate exclusively through electronic means.



Notwithstanding the above, spoken communication may be use for any notifications other than those concerning essential elements, that is, the conditions and submissions, duly documenting the contents of the aforementioned spoken communication, for instance, through written or recorded records of the main elements of communication.

Periods of time after notifications will be computed from the date on which said notifications were sent should the object of the notification have been published on the same day on the profile of the contracting organism's contracting profile. Failing that, time will be counted from receipt of the notifications thus sent by the recipient company. Notwithstanding this, the terms of notifications that have been carried out concerning special appeal procedures before the Catalan Contracts Court shall be counted from the date on which the notification warning was sent.

9. Moreover, in order to receive any information concerning this tender, companeis that wish so and, in all cases, bidding companies must be recorded as interested parties in this tender through the update subscription service of the virtual bidding space made available to them for this purpose on the contracting profile of the contracting organism and which can be accessed on the Public Contracting Services Platform of the Catalan Regional Government:

<https://contractaciopublica.gencat.cat>

This subscription will allow for notifications on any news, publications or warnings to be sent immediately to the email addresses of subscribers.

Likewise, certain notifications to be carried out as a consequence of the bidding and awarding procedures for this contract shall be made on the notice board associated to the virtual bidding space for this tender on the Public Contracting Services Platform. This digital notice board, which contains faithful information on the authenticity, integrity, date and time of publication of published information, will also contain information concerning the tender and the contract.

10. Digital certificates. Pursuant to the first additional disposition of DL 3/2016, the use of an advanced electronic signature based on a quality certificate or an acknowledgment of electronic signatures under the terms established in Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, will be sufficient. Therefore, this is the minimum required safety level of the electronic signature certificate that will be accepted for the signing of the ESPD and the submission.

With regard to foreign EU certificates, certificates from any country in the European Union will be accepted pursuant to the aforementioned Regulation (EU) No 910/2014 on electronic identification and trust services, which states that "a qualified electronic signature based on a qualified certificate issued in one Member State shall be recognised as a qualified electronic signature in all other Member States".



## CLAUSE 9.- SUBMISSIONS BY BIDDERS: DOCUMENTS

### **9.1. Documents to certify compliance with prior requirements**

#### **ENVELOPE 1**

**Title:** Documents certifying compliance with prior requirements.

#### **CONTENTS:**

"Envelope 1" must contain the document(s) stated below:

#### **9.1.1. European Single Procurement Document (ESPD).**

The contracting organism will 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 herein.

Therefore, bidding companies must submit the ESPD through which they declare their capacity and economic, financial and technical solvency in conformity with the minimum requirements stated in these conditions; that they do not incur any of the grounds for exclusion from contracting or, if so, that they have adopted measures to demonstrate their trustworthiness in all legally appropriate cases; that they are up to date in the payment of their tax and social security obligations, and they comply with all other requirements stated herein.

Bidding companies may fill in the ESPD form through the online service of the European Commission through which it is possible to import the ESPD model for this tender, fill it in, download it and print it out for submission. The model for this document can be downloaded from the following link:

<https://ec.europa.eu/growth/tools-databases/espd/filter?lang=es>

Moreover, the specific instructions on filling in the ESPD are also available as an additional document in the file for this tender. These may be accessed at the following link:

<https://contractaciopublica.gencat.cat/ecofin.../portalfileretrieving.pscp>

Special aspects concerning temporary joint ventures:

- a. Each entrepreneur in the joint venture must submit the appropriate ESPD or affidavit.
- b. It is necessary to submit a document certifying the appointment of a single representative of attorney endowed with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until the termination thereof, as well as a statement of the names and information of the entrepreneurs underwriting it, the share held by each one of them, and their commitment to formally constitute a joint venture in the event that the contract is awarded to them.



c. The temporary Tax Identity Number assigned by the competent administration may also be attached. It shall not be necessary to formalise it in a public deed until the bid has been awarded to the joint venture.

Other special aspects:

- Whenever an entrepreneur invokes the solvency and means of other entities, each one of them shall have to submit a duly filled in ESPD form.

**The contracting organism will prompt the company to which the contract will be awarded so that it may certify compliance with the requirements for personality, capacity and solvency by submitting the documents stated in clauses 6 and 12 of these Conditions prior to the awarding of the contract.**

In any event, the contracting organism may request that bidders submit documents certifying compliance with the conditions established to be awarded the contract laid down in the aforementioned clauses 6 and 12 of these Conditions at any time prior to the adoption of the proposal for award.

**9.1.2. Should a company wish to invoke the capacity of other entities, it will have to submit the written commitment of the aforementioned entities pursuant to the provisions of article 75.2 of the LCSP.**

**9.1.3. Document certifying the constitution of the provisional security whenever it is required pursuant to section G of the Summary Chart.**

This security shall guarantee the maintenance of offers until the conclusion of the contract, and it may be provided in some of the ways established in section 1 of article 108.

The provisional security shall be automatically terminated and returned to bidders after the conclusion of the contract.

**9.1.4. In the event that several entrepreneurs should participate together in a joint venture, a commitment to constitute said joint venture must be provided in accordance with the provisions of article 69.3 of the LCSP.**

**9.1.5. In the event that the contract is executed in Spain, foreign companies must submit a statement whereby they submit to the jurisdiction of the courts and tribunals of Spain of any order for all matters directly or indirectly arising from the contract, expressly waiving any foreign jurisdictions that might apply to them.**

**9.1.6. Affidavit concerning the part or parts of work that will be subcontracted and, if this information is available, the names of the contractors.**



## **ENVELOPE 2**

**Title:** Technical submission and/or references the assessment whereof is based on judgment values.

### **CONTENTS:**

**9.1.** Technical submission and/or references the assessment whereof is based on judgment values

Bidders must include all technical aspects of the bid being submitted in this envelope. Said information must be clearly stated and the contents of the envelope must be indexed in numerical order, and the contents and requirements stated in the Technical Specifications must be presented in accordance with the contents.

Based on the principles of equality and non-discrimination, accepted bidders may be invited to complete and make more explicit the certificates and documents in envelope No. 2 whenever it is deemed necessary for better knowledge of the submission in question.

**9.2.** In order to prove the minimum required education and professional experience, the **CV** of the person / persons who can be commissioned through each Lot of the Framework Agreement, **CLAUSE 5- BID TECHNICAL PRESCRIPTIONS.**

This proposal will be assessed based on the award criteria established in **Appendix No. 2** of these Conditions.

## **ENVELOPE 3**

**Title:** Financial submission and other references that can be assessed automatically.

### **CONTENTS:**

"Envelope 3" must contain the document(s) stated below:

**9.3.** The financial offer and other references that can be assessed automatically must be formulated according to the model attached hereto as **Appendix No. 1.**

With regard to the financial offer, all manner of necessary expenses, arbitrations or fees arising from the Contract and its proper execution shall be deemed to be included in the offered price.

Moreover, the submitted price must contain a separate heading for the currently-applicable Value-Added Tax. Any changes in VAT rates shall be applicable from the date of their validity onwards.

Failure to follow the submission model established in **Appendix No. 1** shall imply the exclusion of the submitting company.

Any submissions for an amount greater than the base budget for tender or per unit prices in which it is broken down will be excluded outright.



## **CLAUSE 10.- CRITERIA FOR THE AWARDING OF THE FRAMEWORK AGREEMENT.**

10.1. Proposals submitted and admitted will be studied, evaluated and weighted in accordance with the award criteria set out in **Appendix No. 2** of this Specification. The rating formulas for bids subject to automatic criteria are also graphically explained in the aforementioned annex.

The submission of the proposal / offer by the tenderer implies that the same complies with the legal order and that it can be executed in its terms and in no case this responsibility can be affected or reduced due to the fact that the offer has been valued or Accepted by the VHIR.

**It will be part of the framework agreement and, therefore, it will be approved, the four (4) bidders who obtain the highest score, by decreasing order once the award criteria have been applied.**

The resolutions will be motivated and, unless the resolution of the contracting body is in contradiction with the proposal of the Contracting Board or is based on different considerations, it will be understood that it adopts the motives contained in the proposal of the Bureau.

10.2. The allegedly abnormal or disproportionate offers will be assessed in accordance with the provisions of **Appendix No. 2** of this Specifications.

If the application of these criteria identifies a given proposal as presumably abnormal, the provisions of article 149 of the LCSP will be applied and the VHIR will request the affected bidders, in writing, the information and justifications that it considers Timely in relation to the different components of your proposal, which must be completed (justified in writing) within a maximum period of three (3) business days.

Once the information and justifications requested have been received, the Contracting Authority will request a technical report from the VHIR technical services in relation to the justifications of the bidders incurred in presumed abnormal supply.

For the analysis of the justifications of the proposals that can be considered abnormal, the relation between the economic offer made by the bidders and the rest of the elements offered will be taken into consideration.

Based on the justification of the tenderer and the technical report, the Contracting Authority will determine whether the offer can be completed by the tenderer as a result of the inclusion of abnormal or disproportionate values. If the offer is still considered abnormal or disproportionate, the Contracting Authority will exclude it from the tender procedure

When a company that has been incurred as a presumption of abnormality is awarded the framework agreement, the contracting body will establish appropriate mechanisms for detailed monitoring of its execution, in order to guarantee the correct execution of the contract. Contract, without a decrease in the quality of the works contracted.



10.3 In cases of a tie in the scores obtained by the offers of the bidding companies, you will have preference in the awarding of the contract:

- The proposal submitted by those companies that, when certifying their technical solvency, have in their workforce a number of working people with disabilities greater than two percent, provided their proposals equal in their terms to the more advantageous from the point of view of the criteria that serve as the basis for the award.
- The contracting company that has the highest percentage of permanent workers with disabilities in their workforce will have preference in the awarding of the contract.
- The proposal presented by an entity recognized as the Fair Trade Organization for the award of contracts that have as object products in which there is a fair trade alternative exists,
- Proposals submitted by companies that, at the end of the deadline for submitting an offer, include measures of a social and labour nature that promote equal opportunities between women and men.

If the tie persists once the additional award criteria have been applied, the award of the contract will be decided by lottery, which will be carried out by public act, after a call through the Contractor Profile.

## **CLAUSE 11. - CONTRACT AWARDING COMMITTEE**

The Contract Awarding Committee is made up from the following members:

President: Mr Xavier Bros Marín, VHIR Project Management and Finances Coordinator.

Member: Ms Sandra Almeida Duarte, Head of the VHIR Legal Unit

Member: Ms Anna Corominas Ruiz, Competitive Research Projects Unit of VHIR

Secretary: Mr Joan Sales Carreras, Technician of the VHIR Tenders and Procurement Unit.

During the constitution of the Contract Awarding Committee, its members will issue statement on the existence or inexistence of any prior incompatibilities of a general nature according to the LCSP. In the event that an incompatibility should exist, the member of the Committee affected by the same shall have to leave said committee and, in this case, the substitute member would occupy his or her place or another member who would fulfil any requirements for experience and suitability would be appointed to replace the member incurring in the aforementioned incompatibility.





## CLAUSE 12.- OPENING AND EXAMINATION OF THE SUBMISSIONS

1. Once the term established in the call for the submission of bids has expired, "Envelope 1" will be opened in order to verify that it contains the documents established in clause 9.1 hereof and to qualify the validity thereof.

The Contract Awarding Committee may request from bidders that they submit the entirety or part of the documents certifying their suitability, capacity and solvency for the purpose of verifying any one of the points in the statement on the fulfilment of prior requirements whenever it deems there to be reasonable doubts on the validity or trustworthiness of the statement, or whenever it is required to ensure the good development thereof. The deadline to contribute the required documentation shall be five days from the receipt of the aforementioned request.

2. Following that, if appropriate, bidders will be notified of the existence of any amendable defects or omissions and a deadline will be set for the bidders to submit their statements. This deadline shall under no circumstances be greater than three calendar days from the date of the aforementioned notification.

Defects that involve failure to fulfil requirements shall be deemed to be unamendable, and those that refer to a mere lack of certification thereof shall be deemed to be amendable. The decisive moment to assess compliance with the requirements for capacity in order to enter into the contract shall be the end of the delay for the submission of bids.

Any bidders who display unamendable defects or who have failed to amend any defects within the period of time granted shall not be accepted and excluded forthwith.

Moreover, the Contract Awarding Committee may request clarifications from bidders concerning the certificates and documents that have been submitted or to request that they submit additional documents or certificates.

3. Failure to submit any of the documents required in Envelope 1 shall be grounds for exclusion from the tender procedure unless the Contract Awarding Committee deems it to be amendable and it is amended within the allotted period of time.

Submissions from entrepreneurs who have been excluded from the tender shall be excluded from the awarding procedures and the envelopes that contain them shall not be opened.

4. In a period no longer than twenty days counting from the closing date for the submission of bids, at the date, time and place stated in the invitation to tender or through the information published on the Contracting Profile, the Contract Awarding Committee shall open envelope number 2, disclosing the information concerning the opening of envelope number 1.

The technical services of the entity will assess the submissions contained in Envelope 2 in accordance with award criteria that can be analysed based on value judgments established in **Appendix No. 2** hereof and shall submit said assessment to the Contract Awarding Committee.



The Contract Awarding Committee may request that bidders submit any additional information it deems fit for the purpose of clarification concerning Envelope No. 2, which must be provided to the Contract Awarding Committee within the deadline established to this end and which shall under no circumstances be longer than 5 days.

5. Once the criteria that depend on value judgments have been assessed, bidders shall be notified of the date for opening the documents contained in Envelope 3. This date shall likewise be published on the Contracting Profile. The opening of Envelope 3 will be carried out in a public event.

Prior to the opening of Envelope 3, the entity shall previously disclose the grades obtained by accepted bidders concerning the submissions contained in Envelope 2 through the Contracting Profile and on the day of the public opening of Envelope 3.

Moreover, when appropriate, any bidders that have been excluded shall be notified of their exclusion and of the grounds for the same, and Envelope 3 shall be opened for those submissions that have been accepted.

Prior to the opening of the first submission, attending bidders shall be invited to make any questions they might have or request any explanations they see fit. The Contract Awarding Committee will provide the appropriate clarifications and answers, but it will not be able to process any documents that were not delivered during the period for the submission of bids, as well as any corrections or amendments to defects or omissions.

Once the submissions contained in Envelope 3 have been opened and the documents attached in each of them has been verified, the Contract Awarding Committee will state which offers have been excluded on the grounds of not fulfilling the conditions laid out in these Specific Administrative Bidding Conditions.

The submissions contained in Envelope 3 will be studied, assessed and analysed in accordance with the award criteria that can be assessed automatically as stated herein.

6. Once submissions have been assessed and after having excluded any submissions that failed to comply with the requirements of these Conditions, the Contract Awarding Committee will propose a ranking in decreasing score order and will formulate a proposal for award to the candidate who obtained the highest score, which it will, in turn, submit to the contracting organism.

Any technical reports that may be deemed fit may be requested for the drafting of the ranking proposal.

7. Once the proposal from the Contract Awarding Committee has been accepted by the contracting organism, the appropriate service will request the bidder who submitted the best bid to provide the following documents within a period of ten (10) working days counting from the day following that on which the request was received, in accordance with the provisions of article 145 of the LSCP:



➤ **In the event that the company is not recorded in the ROLECE or the RELI:**

**(i) Documents certifying legal personality and capacity to enter into contracts:**

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 their Tax Identity Number as well as 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 by applicable commercial legislation, in the Commercial registry. Whenever said recording is not required, certification will be carried out through the submission of 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.

c) If the entrepreneur is acting through a representative or is a company, it shall be necessary to submit:

c.1.) A public deed of power of attorney that has been duly recorded in the appropriate public registry.

c.2.) The National ID Number and Tax Identity Number of the representative and of the signor of the financial offer.

d) 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.

e) The capacity to act of foreign companies not included in the section above must be certified in accordance with the rules established in article 68 of the LCSP.

f) As it has been stated above, bids may be submitted by unions or joint ventures of companies constituted temporarily to this effect, and it shall not be necessary to formalise it in a public deed until the bid has been awarded to them. The aforementioned contractors shall be jointly liable before the contracting entity.

In such cases, both in what concerns individuals and corporations, each one of the joint venture's members shall have to certify their capacity to enter into contracts, legal personality and representation. It shall be compulsory to 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.

Bidders who are a part of a temporarily incorporated group or joint venture may not participate in the same tender individually or in more than one joint venture.



In the event that part or the entirety of the stated documents have already been submitted to the contracting entity and have not been subject to any amendments or updates and therefore being fully valid, the bidder shall not have to provide the same again whenever he or she provides a duly filled in certificate of the validity of the aforementioned documents as per the model of **Appendix No. 3** under his or her own responsibility.

- (ii) **Documents to certify economic, financial, professional or technical solvency:** as per the provisions of clause 6 of these Conditions.
- (iii) **When required, by justifying the constitution of a definitive security, when required.** In the event that bidders should fail to submit the definitive securities by the established deadline, the proposal for award shall be made to the next candidate by score, providing him or her with the appropriate deadline to constitute the aforementioned security.

(iv) **Other documents:**

a) Registration with the Economic Activities Tax, under the heading that is appropriate to the object of the contract, and the latest tax receipt for the same, as long as the bidder carries out activities that are subject to and not exempt from the aforementioned tax.

Moreover, in the event that the selected company is eligible for exemption from this tax pursuant to article 82 of Legislative Royal Decree 2/2004, of 5 March, whereby the Consolidated Text of the Law governing local tax agencies is approved, the bidder shall have to submit an affidavit stating the legal grounds for exemption and the statement document for the taxpayer's census.

b) A specific document certifying that the company is up to date with its tax obligations issued by the Tax Administration in compliance with article 43 of General Tax Law 58/2003, of 17 December.

c) A positive administrative certification issued by the Catalan Regional government certifying that the company is up to date with its tax obligations with the aforementioned administration.

d) A positive certification issued by the competent authority certifying that the company is up to date with all Social Security obligations.

e) In the event that solvency through external means is used, the submission of a commitment as per article 75.2 of the LCSP.

f) A commitment for the ascription of means as per article 76.2 of the LCSP.

➤ **Should the company be registered in the ROLECE or the RELI:**

(i) A document certifying recording in the ROLECE or the RELI and a certificate on the validity of the information contained therein. Should any of the information stated above not be featured in the RELI, said information shall have to be provided separately.

(ii) In the event that solvency through external means is used, the submission of a commitment as per article 75.2 of the LCSP.



(iii) A commitment for the ascription of means as per article 76.2 of the LCSP.

(iv) When required, by justifying the constitution of a definitive security, when required. In the event the successful bidder should fail to submit the definitive securities by the established deadline, the proposal for award shall be made to the next candidate by score, providing him or her with the appropriate deadline to constitute the aforementioned security.

Failure to fulfil this requirement within the established deadline shall be construed as a withdrawal of the submission by the bidder, from whom 3% of the base tender value, without VAT, shall be demanded, as a penalty. This shall be made collected from the provisional security, if it has been constituted.

In this case, the same documents shall be requested from the following order in which the submissions were ranked.

### **III. AWARDING AND UNDERWRITING OF THE FRAMEWORK AGREEMENT**

#### **CLAUSE 13.- AWARDING OF THE FRAMEWORK AGREEMENT**

14.1. The Contracting Authority will have to award the framework agreement within the five (5) business days following the completion of the deadline for receipt of the documentation.

The tender cannot be declared without effect when there is an offer or proposal that is admissible in accordance with the criteria contained in this Schedule.

14.2. The resolution of the award of the framework agreement must be based on the award criteria of this Schedule, it must specify the reasons for rejecting an offer or offer and the characteristics and advantages of the selected offer, incorporating The indication of the total and partial scores, obtained by all the companies admitted, in each one of the award criteria, and will be notified to the bidders. It will be sufficient motivation if, at the resolution of the award, the contracting body accepts and assumes the contract award proposal made by the Contracting Board.

Likewise, the award resolution will indicate the term in which the contract must be formalized.

If there were no proposals that were admissible in accordance with the criteria for the award of this Plenary, the procedure will be declared void.

14.3. Proposals presented, both declared admitted and excluded without opening, will be filed.



Likewise, the contracting body may terminate the contracting procedure, when circumstances of a factual or legal nature that, in a logical and reasonable manner, impose the prevalence of the public interest in view of the needs that it seeks to satisfy the contract, being able to give up or renounce the award procedure on grounds of public interest duly motivated in the file.

14.4. If the contracting body deviates from the award proposal made by the Contracting Board, it will be necessary to justify the reasons for the resolution.

14.5. Following the deadlines indicated in article 158 of the LCSP for the award of the framework agreement without the award agreement having been issued, bidders will be entitled to withdraw their proposal, without any right to any kind indemnity. However, the contracting body may request bidders to keep their offer for a longer period, prior notification to the bidders and publication in the Contractor Profile, while maintaining the bidding with those bidders who accept the extension.

#### **CLAUSE 14.- FORMALISATION OF THE CONTRACT**

1. The framework agreement shall be formalised within fifteen (15) working days from the day on which the notification of award has been made.

In this regard, the VHIR will require the successful bidder company to formalize the Framework Agreement within a period not exceeding 5 days from the next to the one in which it requires it to formalize it, after the expiration of 15 working days referred to in the preceding paragraph, without the fact that the special appeal in the matter of hiring has been lodged. It will also proceed when the body responsible for the resolution of the appeal has lifted the suspension.

The framework agreement must be formalized at the headquarters of the contracting body in writing, by means of a private document, according to the model that is attached to this Specification. The framework agreement will be refined with its formalization.

The successful bidder may request that the contract be uploaded to public deed while paying the corresponding expenses.

In the event that due to causes attributable to the successful bidder, the framework agreement was not formalized, the VHIR will be entitled to request the successful bidder for all damages caused, which will be effective first against the final guarantee, if it would have been constituted. In this case, the framework agreement will be awarded to the following tenderer for the order in which the bids have been classified, upon submission of the relevant documentation.

In a period not exceeding thirty days from the signing of the framework agreement, the VHIR will send the announcement to the DOUEE for the aforementioned formalization to be published. The VHIR will also publish the formalization of the framework agreement in the contracting profile.

The improvement of contracts based on the framework agreement will be carried out by awarding the corresponding contracts, which will have the purpose of specifying the object



of the contract based and, as the case may be, establish specific execution conditions. If the VHIR deems it appropriate, it may require the formalization of the written contract, at which time the contract based will be considered perfected.

#### **CLAUSE 15.- DEFINITIVE SECURITY**

Given that the award of this Framework Agreement only implies the expectation of selection of the company that must be awarded the different contracts based on the same, the company that is awarded the Framework Agreement of the obligation is exonerated to constitute a definitive guarantee.

### **IV. RIGHTS AND OBLIGATIONS DERIVED FROM THE MARC AGREEMENT**

#### **CLAUSE 16.- DESIGNATION OF RESPONSIBLE BY THE COMPANIES**

The winning company must identify the person who, acting on behalf of the company, acts as a contact person for the relations and solution of the incidents that may arise from the execution of this Framework Agreement.

#### **CLAUSE 17.- MODIFICATION OF THE FRAMEWORK AGREEMENT**

1. Regarding any possible contractual modifications, the regime set forth in subsection 4 of Section 3 of Chapter I of Title I of the LCSP will be applicable, depending on whether or not there have been causes modification specifics. The framework agreement may be modified for the reasons legally foreseen, as well as those foreseen in this Schedule.

2. The causes that can give rise to the conditions to generate an amendment of the framework agreement are the following:

##### **Subjective:**

A. Total or partial succession of the initial contractor derived from a business restructuring, complying with the requirements and conditions established in article 98 of the LCSP and provided that does not imply other substantial modifications of the contract, Application of the Directive.

B. Replacement of the initial contractor as a result of the transfer of the Contract to a third party, in the terms established in article 214 of the LCSP. In this case, the previous and express authorization of the Contracting Authority for the assignment of the Contract will be necessary and that the assignee has full capacity to contract with the public sector, it has the solvency required in the Specification and is not in cases of Inability or prohibitions to contract with the public sector determined by current legislation. The assignor of the contract will be subrogated in all the rights and obligations that corresponded to the assignor.



### **Objectives:**

No specific causes of contractual modification are foreseen.

3. The procedure for modifying the framework agreement will be:

- Justificatory report of the person in charge of the contract stating the need to proceed with the modification of the contract.
- Juridical Report of the Contracting Department stating, where applicable, its origin.
- Hearing process to the contractor for a period of ten working days and appearance in which he claims to have been informed of the scope of these new works.
- Approval of the modification and adjudication of the competent Contracting Authority.

4. The modifications that are approved will be obligatory by the contractor. Consequently, the successful bidder accepts any modification of the contract proposed by the contracting body that complies with the provisions in this Schedule or in the Contract and agrees to its execution once the corresponding agreement is adopted.

There will be no limit to the modification of the contract on the ground. In the event that the modifications to the loss exceed twenty-five percent of the award amount, the successful bidder may request the resolution of the contract and the settlement of the works carried out, without having any right to require any other type of compensation or payment in concept of benefit no longer obtained.

### **CLAUSE 18.- DATA PROTECTION**

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and for which Directive 95/46 / EC (hereafter "RGPD") is repealed, and the remaining regulations in force are hereby informed of the following:

a.- The person in charge of the processing of his data is the Vall d'Hebron University Hospital Foundation - Research Institute - "VHIR" -, with NIF G-60594009, domiciled in Barcelona -08035- Passeig Vall d'Hebron 119-129 , Edifici Mediterrània, 2nd floor and telephone (34) 934 89 30 00.

b. - Your data will be exclusively dealt with in order to be able to qualify, evaluate and compare the proposals of the bidders and to comply with the purposes established in the public procurement regulations that are applicable to the contracting entity. Likewise, if it ends up being the successful bidder they will be treated for the execution of the contract. And for the intended purposes, the time necessary to fulfil these purposes will be preserved, and in any case until it is requested for its deletion, and may be maintained to determine possible responsibilities that may be derived.





- c. - The recipient of the data will be the VHIR. The data will not be ceded, with the exception of third parties that carry out verification tasks or those third parties who, when executing the contract, necessarily have to access the same. No automated decisions will be taken regarding personal data processed, including the development of profiles and international data transfer is not expected. In general, personal data will not be communicated to third parties without prior express consent, except for a legal obligation under the RGPD for persons who are legitimized to demand them.
- d. - The legal basis of the treatment is the application of pre-contractual and contractual measures, and in case of being the successful bidder for the execution of a contract.
- e. - You have the rights of access, rectification, deletion, portability, limitation, and opposition that may be exercised at any time. In compliance with Regulation (EU) 2016/679, the VHIR has appointed a Data Protection Officer, being his contact information [dpd@ticsalutsocial.cat](mailto:dpd@ticsalutsocial.cat). The legal unit of the Foundation will resolve the doubts, complaints, clarifications, suggestions and will be taken care of the exercise of rights through the email: [lopd@vhir.org](mailto:lopd@vhir.org), or by mail to the address Passeig Vall d'Hebron 119-129, Edifici Mediterrània, 2nd floor. 08035 Barcelona. You can also file a complaint with the Competent Authority responsible for Data Protection.
- f. - The documentation required to tender in this procedure that contains personal data is necessary for the participation in the same.
- g.- In relation to the documentation submitted by the bidders that contains personal data of natural persons (workers, technical personnel, collaborators, etc.), the bidder guarantees that he has previously obtained the express consent of the people affected to facilitate said information to the contracting entity in order to tender in the present procedure.
- h.- The presentation of the offer and the documentation requested implies that the tenderer authorizes the contracting entity to treat the said information in the informed terms and, in the event that it is awarded, in the framework of the execution of the contract.
- i. - The successful bidder undertakes to comply with all the provisions of the RGPD, in relation to the personal data to which he has access during the validity of this contract. The document or information that is issued or to which the successful bidder has access to the benefit of the obligations derived from the contract, which corresponds to the contracting entity as Responsible for the processing of personal data, is confidential and cannot be Object of total or partial reproduction by any means or support, nor processing nor computer editing, nor transmission to third parties will be possible outside the strict scope of the direct execution of the contract, not even between the rest of the Personnel that the successful adjudicator has or can have
- j. - The contract adjudicator, as responsible for the processing of the personal data that are the responsibility of the contracting entity as Responsible for the treatment, undertakes to use them with the sole and exclusive purpose of



providing them with the services, and for that reason it commits itself to sign with the Responsible, a contract of treatment order in accordance with the one established in article 28 of the RGPD.

#### **CLAUSE 19.- CONFIDENTIALITY**

The successful bidder of the framework agreement and its collaborators will be obliged to respect the confidential nature of all the information to which they have access to the execution of the contract that is indicated in the same, or that it indicates the entity, or that by its very nature must be treated as such. This duty of confidentiality will be maintained throughout the term of the execution of the work, and once they are finished and delivered, during the next five years.

#### **CLAUSE 20.- CONTRACT AND SUB-CONTRACT AWARDING.**

20.1. The approved company can subcontract with third parties the partial realization of the contracts based, with the fulfillment of the requirements established in the LCSP and in this fold.

20.2. The successful bidder must notify in writing, after awarding the contract based on, and at the latest, when the execution of the contract begins, the contracting body intends to subscribe to the subcontractors, and will have to "Indicate the part of the benefit that is intended to subcontract and the identity, the contact details and the representative or legal representatives of the subcontractor, and will have to justify sufficiently the ability of the latter to execute it by reference to the technical and human elements what you have and your experience, and you will have to prove that you are not banned from hiring.

In the execution phase of the contract based, if the contracting company intends to modify the subcontracted companies, the contracting body must authorize the modification of the subcontractor companies identified in the tender. This authorization will not be granted if the same solvency conditions that have been offered during the tender phase are not met

In accordance with the provisions of Additional Provision 51 of the LCSP, it is foreseen that the contracting body will make direct payments to subcontractors when the payment periods established in article 216 of the LCSP are not complied with.

The payments made by the contracting body will be understood to be carried out by the main contractor. In no case will the company be contracted with the delay in the payment derived from the lack of compliance of the main contractor on the invoice submitted by the subcontractor.

20.4. The subcontractors will be obliged only before the principal bidder who will assume, therefore, the full responsibility for the execution of the contract before the VHIR, in accordance strictly with the specifications and the terms of the contract.

20.5. In no case may the contractor subcontract persons or companies that are in cases of incapacity or prohibitions to contract with the public sector determined by current legislation.



In the event that subcontracted third parties have legal relations with tax havens, the successful bidder must inform these relations to the contracting body (which will give publicity to the contracting profile) and present the descriptive documentation of the movements financial and all the information related to these actions by subcontractors.

20.6. The transfer of the rights and obligations arising from the contract in favour of a third party is prohibited. The transfer of the contract may be carried out provided that the requirements established in article 214.2 of the LCSP are met.

#### **CLAUSE 21.- COMPLIANCE WITH ETHICAL PRINCIPLES AND RULES OF CONDUCT BY CONTRACTORS.**

In accordance with the provisions of article 55.5 of Law 19/2014, of December 29, on transparency, access to public information and good governance, contractors must comply with the ethical principles and rules of conduct that is determine below:

- Adopt ethically exemplary behaviour, refrain from encouraging, proposing, promoting or carrying out any type of corrupt practice, both in relation to what the Criminal Code refers to as corruption and also in relation to ethically reprehensible actions, to make known of the competent bodies any manifestation of these practices that, in their opinion, be present or may affect the procedure or the contractual relationship and not carry out any other action that could violate the principles of equal opportunities and free concurrence.
- Observe the principles, norms and ethical standards inherent in the activities, trades and / or professions corresponding to the benefits covered by the contract.
- Do not carry out actions that put at risk the public interest in relation to the scope of the contract or the services contracted.
- Report, during the execution of the contract, the irregular situations that may arise during the recruitment process.
- Communicate immediately to the contracting body the possible situations of conflict of interest, understood as any situation in which the members of the contracting entity's personnel or a contracting service provider acting on behalf of the contracting authority that participates in the development of the contracting procedure or may influence the outcome of this procedure, they have, directly or indirectly, a financial, economic or personal interest that may appear to jeopardize their impartiality and independence in the context of the recruitment procedure. And also taking into account the provisions that are contained in relation to the conflict of interests in Directive 2014/24 / EU.
- Not requesting, directly or indirectly, that a position or public employee influence the adjudication, continuation or maintenance of the contract in his own interest or of third parties.
- Not offering or facilitating personal or material benefits to public positions or employees, either for themselves or for third parties, regardless of the personal or professional link they may or may not have, and to people who participate or who may influence the procedures of recruitment
- Respect the principles of free market and competitive concurrence and refrain from carrying out behaviours that have the purpose or could have the effect of preventing, restricting or distorting competition, such as collusive behaviours or fraudulent competition (offers of protection, elimination of offers, allocation of



markets, rotation of offers, etc.). Likewise, denounce any act or conduct directed to those purposes and related to the tender or the contract of which it had knowledge.

- Do not use confidential information, known through the bidding process or the execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any type in its own interest.
- Do not attempt to unduly influence the decision-making process of the contracting authority, obtain confidential information that may give you undue advantages in the contracting procedure or negligently provide misleading information that may have an important influence on decisions regarding exclusion, selection or award".
- Collaborate with the contracting body in the actions that it performs to monitor and / or evaluate compliance with the contract, particularly by providing the information that is requested for these purposes
- Fulfill the obligations to provide information that transparency legislation and public sector contracts impose on the successful bidder in relation to the Administration or reference administrations, without prejudice to compliance with the obligations of transparency that directly affect them by legal provision.
- Denounce the acts of which have knowledge and which may lead to a violation of previous obligations.

## **V. CONTRACTS BASED ON THE MARC AGREEMENT**

### **CLAUSE 22.- EXECUTION OF THE FRAMEWORK AGREEMENT AND BASED CONTRACTS**

Contracts based on the framework agreement between the VHIR and the companies that have been awarded the same can only be celebrated.

While the framework agreement is in force, successive service contracts derived from it may be celebrated, the duration of which may be understood beyond the date on which the validity of the framework agreement expires, as long as they have been awarded previously to the date of that extinction.

The Framework Agreement, as well as the contracting based, will be carried out at the risk and profit of the contractor awarded the same, and will be developed following the instructions determined by the VHIR, those established in the contract based and, as the case may be, the technical specifications or technical documentation provided by the VHIR, without the lack of knowledge on the part of the successful tenderers of the framework agreement and the contracts derived therefrom and of the other contractual documents of all kinds that may be implemented in the execution of the services exempt you from the obligation of its fulfillment.

The successful tenderers must have precise personnel and with the necessary technical qualification for the fulfillment of all the obligations derived from the contract based. These personnel will depend exclusively on the contractor, who will have all the responsibilities derived from his employer status.



When the contractor or personnel in charge of them incur in deficiencies in the provision of the services, or in acts or omissions that compromise or disturb in good operation of the contract, the security and the control of the VHIR, it may require the adoption of concrete measures for Obtain or restore the correct order of the execution of the agreement. These contingencies will be considered as contractual breaches and, therefore, may be subject to penalties in the terms set forth in the framework agreement.

The contractor will be responsible and will have to fulfill all the obligations that the current legislation imposes in each moment. In particular, and in a non-limiting way, the successful bidder will be obliged to comply with current regulations regarding labour, social, occupational health and safety legislation / prevention of occupational hazards, social integration of people with disabilities, taxation, of protection of data of personal character, environmental, etc. Failure to comply with these obligations or the infringement of applicable regulations by the successful bidder will not entail any liability for the VHIR. However, the VHIR may require the contractor to documental certify compliance with the aforementioned obligations.

The successful bidder will execute all the measures derived from the Law 31/1995, of Prevention of occupational risks and its normative development, in everything what is applicable to him by this contract and for his activity.

The person in charge of the contract designated by the VHIR and the corresponding technical services of the same will determine if the provision made by the successful bidder conforms to the established prescriptions for its execution.

## **CLAUSE 23.- CONTRACTS BASED ON THE FRAMEWORK AGREEMENT**

1. The award of the Framework Agreement does not entitle the provision of services. This provision will be made in the event that the company awarded the Framework Agreement is awarded the contracts based, in accordance with what is determined in the following sections.

For contracting based on the contracting of one or more services covered by this Framework Agreement, it will be understood that they will be provided in accordance with what is established, where applicable, in the contract based, the bidder's offer and the technical documentation provided by the VHIR.

2. During the period of validity of the framework agreement and as soon as new needs for the provision of services appear, the VHIR will formulate the corresponding orders, which will be directed to one of the adjudicating companies specifying the terms of the order, without requiring Subsequent bidding, taking into account that the material and economic conditions have been specified and considered economically advantageous in the procedure for the award of the framework agreement.

3. The prices of the framework agreement will be of a maximum nature and may be improved on the basis of the written consultation made to the contractor, in accordance with the provisions of article 221.3 of the LCSP.



Likewise, other elements that affect the aspects that have been evaluated in the procedure for the award of the framework agreement will be able to be consulted, so that the successful bidder completes its offer.

4. Without prejudice to what has been indicated in the previous section, during the validity of the framework agreement, the successful bidder may propose to the VHIR economically more advantageous offers than those set out in the award itself and offer discounts on prices Unite according to the concurrence of circumstances such as the number of orders.

#### **CLAUSE 24.- COMPLIANCE OF TERMS AND CORRECT SERVICE EXECUTION**

Contracts based on the Framework Agreement will be executed subject to the provisions of the Framework Agreement, the contracts based and, where appropriate, the corresponding specifications for technical prescriptions or technical documentation provided by the VHIR, and in accordance with the instructions that the entity gives. The contractor company is obliged to comply with the total and partial terms of execution of the contract that are set in the contracts based.

#### **CLAUSE 25.- CONTROL OF THE EXECUTION OF SERVICES**

The VHIR for each based contract will designate one or several responsible persons in relation to the execution of the services, who will be responsible for inspecting, checking and monitoring the correct execution of the services covered by the contracts based. The reception of the service that is the subject of a service order will be carried out by the person responsible for the contract.

#### **CLAUSE 26.- PAYMENT OF THE PRICE**

The contractor will bill the services effectively provided through invoices, which must be sent to the following e-mail address: [factures@vhir.org](mailto:factures@vhir.org).

Each invoice issued must detail the period to which it corresponds, the breakdown of expenses by concept, as well as indicate the reference "LICI-2019-051 LOT X".

The effective payment of the benefits executed will be made by bank transfer, with maturity 30 days / date invoice.

The contracting entity performs the payment of the services once these have been made partially or completely and once the invoice is entered in its registry. In accordance with this parameter, the advance payment of part or all of the contract price is not contemplated.

Under no circumstances will the contractor be entitled to the price review for any concept.



## **CLAUSE 27.- SPECIAL CONDITIONS OF CONTRACTUAL EXECUTION AND ESSENTIAL OBLIGATIONS OF THE CONTRACT**

### **1. Special conditions of contractual execution.**

They are established as special conditions of contractual execution:

- The contractor's payment of the invoices of his subcontractors and / or suppliers derived from the execution of the services covered by this Schedule must be made within the period set forth in Law 3/2004 of December 29, which establish measures to combat the non-performing loans of commercial operations. Likewise, and in accordance with the provisions of the contract, the contracting company must submit the documentation that justifies the effective fulfillment of the installments to subcontractors, when required by the person in charge of the contract.
- The commitments made by the successful bidder in its offer in relation to sustainable public procurement.

### **2. Essential obligations of the contract:**

- The contractor will be bound by the offer he has submitted, whose fulfillment, in all its terms, will be an essential obligation of the contract.
- The fulfillment of the special conditions of execution established in clause 32 of this Agreement shall be of an essential contractual obligation.
- The effective dedication or adhesion to the execution of the contract of the personal and / or materials indicated and committed in the offer.
- Those obligations of this Specific Agreement and Contract to which they are specifically attributed as the essential contractual nature.
- The effective dedication or adhesion to the execution of the contract of the personal and / or materials indicated and committed in the offer.
- The adequacy of the services subject to the provision to the prescriptions provided in the Technical Specification and the offer submitted by the successful bidder.

## **CLAUSE 28.- OTHER OBLIGATIONS OF CONTRACTORS**

In addition to the obligations established in this Schedule and the current regulations of application, the contractors will be obliged to:

- a. Specify, at the request of the contracting entity, the specific persons that will perform the services as well as communicate any replacement or modification of those persons and to prove that their employment situation is in line with the law.
- b. Appoint a person responsible for the smooth running of the work and the behaviour of the staff; You must also make a link with the contracting entity and the person in charge of the contract.
- c. Assume the advertising costs of the tender established in this tender. To that end, the contracting entity will discount the amount of the mentioned expenses of the first invoice that is issued or the following, if necessary.



**d.** Make a correct environmental management of the execution of the contract, taking the necessary measures to minimize the impact that this can cause in accordance with current legislation.

**e.** Save reservation with respect to data or records that are not public or notorious and that are related to the object of the contract, of which you have known about it.

**f.** Respect, in any case, the prescriptions of Organic Law 15/1999, of December 13, on the Protection of Personal Data and regulations that develop it.

**g.** Comply with the current provisions in the tax, labour, social and general regulations on the prevention of occupational hazards. To this end, you must provide and provide, at the request of the contracting entity, the certificate of Treasury of contractors and subcontractors that covers the entire contract period.

**h.** Deliver all the necessary documentation for the fulfillment of the contract in Catalan and use it in the development of the contract.

**i.** Have a civil liability insurance policy contracted in sufficient amount to cover the liabilities of any type that may arise from the execution of the contract.

**j.** Ensure that all the actions of this contract guarantee respect for the principles of non-discrimination and equal treatment regarding non-discrimination based on sex, sexual orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, diversity functional or of any other nature and the dignity and freedom of the people.

**k.** Facilitate and provide the information indicated in Law 19/2014, of December 29, on transparency, access to public information and good governance.

**l.** Fulfill the following obligations regarding the ethical principles and rules of conduct to which bidders and contractors must adapt their activity, in accordance with the provisions of article 55.2 of Law 19/2014, of December 29, on transparency, access to public information and good governance:

- Adopt ethically exemplary behaviour, refrain from encouraging, proposing, promoting or carrying out any type of corrupt practice, both in relation to what the Criminal Code refers to as corruption and also in relation to ethically reprehensible actions, to make known of the competent bodies any manifestation of these practices that, in their opinion, be present or may affect the procedure or the contractual relationship and not carry out any other action that could violate the principles of equal opportunities and free concurrence.
- Observe the principles, norms and ethical standards inherent in the activities, trades and / or professions corresponding to the benefits covered by the contract.
- Do not carry out actions that put at risk the public interest in relation to the scope of the contract or the services contracted.
- Report, during the execution of the contract, the irregular situations that may arise during the recruitment process.
- Communicate immediately to the contracting body the possible situations of conflict of interest, understood as any situation in which the members of the contracting entity's personnel or a contracting service provider acting on behalf of the contracting authority that participates in the development of the contracting procedure or may influence the outcome of this procedure, they have, directly or indirectly, a financial, economic or personal interest that may appear to jeopardize their impartiality and independence in the context of the recruitment procedure. And also taking into account the provisions that are contained in relation to the conflict of interests in Directive 2014/24 / EU.





- Not requesting, directly or indirectly, that a position or public employee influence the adjudication, continuation or maintenance of the contract in his own interest or of third parties.
- Not offering or facilitating personal or material benefits to public positions or employees, either for themselves or for third parties, regardless of the personal or professional link they may or may not have, and to people who participate or who may influence the procedures of recruitment
- Respect the principles of free market and competitive concurrence and refrain from carrying out behaviours that have the purpose or could have the effect of preventing, restricting or distorting competition, such as collusive behaviours or fraudulent competition (offers of protection, elimination of offers, allocation of markets, rotation of offers, etc.). Likewise, denounce any act or conduct directed to those purposes and related to the tender or the contract of which it had knowledge.
- Do not use confidential information, known through the bidding process or the execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any type in its own interest.
- Do not attempt to unduly influence the decision-making process of the contracting authority, obtain confidential information that may give you undue advantages in the contracting procedure or negligently provide misleading information that may have an important influence on decisions regarding exclusion, selection or award".
- Collaborate with the contracting body in the actions that it performs to monitor and / or evaluate compliance with the contract, particularly by providing the information that is requested for these purposes.
- Fulfill the obligations to provide information that transparency legislation and public sector contracts impose on the successful bidder in relation to the Administration or reference administrations, without prejudice to compliance with the obligations of transparency that directly affect them by legal provision.
- Denounce the acts of which you have knowledge and which may lead to a violation of your previous obligations.

## **CLAUSE 29.- LIABILITY IN EXECUTION AND PENALTIES**

1. The successful bidder shall be bound to compensate the contracting entity or its dependent staff for any damages arising from wilful or negligent failure to comply with the obligations arising from the award of the contract. The successful bidder shall likewise be held liable for any damages to third parties during the execution of the contract.

2. In the event of failure to fulfil the obligations undertaken by the successful bidder or the defective fulfilment thereof, the contracting entity shall be entitled to terminate the contract or to compel the bidder to fulfil it.

3. In the event of failure to fulfil contractual obligations or the defective fulfilment thereof shall give rise to the application of penalties. The classification of infractions for the purposes of this contract is as follows:

### Slight:

- ✓ Failure to collaborate with personnel from the contracting entity.



- ✓ Failure to partially execute the services defined in the contract that is not qualified as a severe infraction
- ✓ Failure to warn the contracting entity of the inclusion of new personnel or of any changes in staff.
- ✓ Failures to comply with regulations on Workplace Health and Safety that are qualified as slight infractions in their specific regulations.

Severe:

- ✓ Resisting requests made by the contracting entity or failing to observe them.
- ✓ Failure to partially execute the services defined in the contract that is not qualified as a very severe infraction.
- ✓ Failure to have replacement staff for any given service.
- ✓ Working longer workdays than those allowed by labour laws and, in the event that this should happen due to a contingency, failing to inform the contracting entity.
- ✓ Permitting access to the premises of the contracting entity to individuals who are not party to the contracting service due to action or omission.
- ✓ Failure to provide all information concerning the service provision that may have been requested by the contracting entity in due time and in an appropriate manner.
- ✓ Repeat slight offenses.
- ✓ Failure to provide service coverage over a period of time due to a lack of replacement staff or for other reasons, whenever it is not a very severe offense.
- ✓ Failures to fulfil obligations arising from general workplace health and safety regulations and especially the ones arising from the plan on workplace health and safety in service provisions that are qualified as severe offenses in their specific regulations and that are not very severe offenses.

Very severe:

- ✓ Failure to provide the services due to abandonment or other causes.
- ✓ Passivity, sloppiness and laziness in the performance of the service.
- ✓ Resisting requests made by the contracting entity or failing to observe them that give rise to very severe harm to the execution of the contract.
- ✓ The use of work systems, items, equipment or personnel other than those established in the Conditions and in the submissions of the successful bidder, if applicable, whenever it gives rise to very severe harm.
- ✓ Failure to provide staff for the execution of the established minimum services.
- ✓ Very severe failures to comply with provisions concerning subcontracting, when applicable.
- ✓ Misrepresentation of the provisions billed by the successful bidder.
- ✓ Repeat severe offenses.
- ✓ Using personnel that lack knowledge of their obligations or previous training.
- ✓ Failures to fulfil obligations arising from general workplace health and safety regulations and especially the ones arising from the plan on workplace health and





safety in service provisions that are qualified as very severe offenses in their specific regulations.

- ✓ Failure to comply with provisions on third party safety in the provision of services.

When processing the report, the successful bidder will be given a hearing to lodge any pleadings it deems fit, which will be ruled upon by the contracting entity.

4. Regardless of the compensation of damages, in the event of non-compliances that do not give rise to the termination of the contract, the contracting entity may apply the following penalties, ranked according to their level of harm, danger and/or reiteration:

- VERY SEVERE infractions: 3% of the value of the contract
- SEVERE infractions: 1% of the value of the contract
- SLIGHT infractions: 0.5% of the value of the contract

The penalties may be paid through a deduction from the bill or bills to be paid to the successful bidder.

The contracting entity reserves the right to terminate the contract on the grounds of repeated defects in the execution of the service whenever over three of the penalties described in the sections above are applied.

## VI. RESOURCE SCHEME

### CLAUSE 30.- RESOURCE SCHEME

1. A special appeal can be lodged in the matter of contracting regulated in article 44 and following of the LCSP before the Catalan Court of Contracts of Public Sector like organ competent for the resolution of the resource, against the announcement of bidding, the folds and the contractual documents that establish the conditions that must govern the contracting, as well as the acts of procedure adopted in the award procedure, provided that the latter decide directly or indirectly on it, determine the impossibility of continuing the procedure or cause indefensible or irreparable damage to legitimate rights or interests, acts for which the admission or non-admission of candidates is agreed, including offers that are excluded to be abnormally low as a result of the application of article 149 of the LCSP, against the contracting agreement and the contractual modifications based on the breach of what you have in articles 204 and 205 of the LCSP.

Likewise, a special appeal may be lodged in the cases provided for in article 39.2 of the LCSP. The special recourse in the matter of hiring is optional. Alternatively, a contentious administrative appeal may be filed in accordance with Law 29/1998, of July 13, regulating the contentious administrative jurisdiction.



2. The appeal may be lodged by natural or legal persons whose rights or legitimate interests have been harmed or may be affected by the decisions appealed, and in any case by the bidders.

3. The deadline for lodging the special appeal in the matter of hiring will be 15 business days, which will be counted in accordance with the provisions of article 50 of the LCSP, depending on the act that is used.

However, when the appeal is based on one of the causes of nullity set forth in section 2 of article 39 of the LCSP, the period for lodging the special appeal will be those indicated in letters a) and b) of article 50.2 of the LCSP.

4. The filing of the appeal may be filed with the Registry of the Contracting Authority, in the register of the competent Body for the resolution of the appeal or in any of the places established in article 16.4 of Law 39/2015, of October 1, of the Common Administrative Procedure of Public Administrations.

After 2 months counted from the following on the filing of the appeal without its resolution being notified, the interested party may consider it dismissed for the purpose of filing the administrative appeal.

5. The appeal document will be recorded in the application form, the reason for the appeal, the means of proof sought by the appellant, and, where appropriate, the application for adoption of provisional measures, enclosing the same documentation required by article 51 of the LCSP.

Barcelona, on the 22nd of August 2019

**CONTRACTING ORGANISM.**

**Dr Joan X. Comella Carnicé**

Director

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



**APPENDIX No. 1**

**2019-051 FREELANCE SERVICES FRAMEWORK AGREEMENT (GRANTS OFFICE)**

**MODEL FOR THE FINANCIAL BID OFFER AND REFERENCES THE ASSESSMENT  
 WHEREOF DEPENDS ON AUTOMATIC FORMULAE**

Mr / Ms ..... whose address is No. ...., street, from company....., the Tax Identity No. whereof is....., having been informed of the invitation to tender and the conditions and requirements for the award of "LICI 2019-051 LOT 1", hereby undertakes (in his or her own name or on behalf of the company he or she represents) to carry them out strictly subject to the conditions below:

**A) Financial bid offer**

**LOT 1:**

<b>CONCEPT</b>	<b>Maximum price per unit (VAT not included)</b>	<b>Offered price per unit (VAT not included)</b>	<b>VAT</b>	<b>Total Price Offered per Unit (VAT included)</b>
Support in the development of proposals considered strategic, mainly from the international arena and coordinated by VHIR or individual but highly competitive	<b>€ 100.00/hour</b>			

Signature and stamp of the bidding company

Validity of the bid.....4 months  
 (bids for a value and/or period of time greater than that of the invitation to tender shall be excluded from the procedure)



**APPENDIX No. 1**

**2019-051 FREELANCE SERVICES FRAMEWORK AGREEMENT (GRANTS OFFICE)**

**MODEL FOR THE FINANCIAL BID OFFER AND REFERENCES THE ASSESSMENT  
 WHEREOF DEPENDS ON AUTOMATIC FORMULAE**

Mr / Ms ..... whose address is No. ....  
 ..... street, ..... from  
 company....., the Tax Identity No. whereof  
 is....., having been informed of the invitation to tender and the  
 conditions and requirements for the award of "LICI 2019-051 LOT 2", hereby undertakes  
 (in his or her own name or on behalf of the company he or she represents) to carry them  
 out strictly subject to the conditions below:

**A) Financial bid offer**

**LOT 2:**

<b>CONCEPT</b>	<b>Maximum price per unit (VAT not included)</b>	<b>Offered price per unit (VAT not included)</b>	<b>VAT</b>	<b>Total Price Offered per Unit (VAT included)</b>
Support in the management projects considered strategic, mainly from the international arena and coordinated by VHIR	<b>€ 100.00/hour</b>			

Signature and stamp of the bidding company

Validity of the bid.....4 months  
 (bids for a value and/or period of time greater than that of the invitation to tender shall be excluded from the procedure)



**APPENDIX No. 1**

**2019-051 FREELANCE SERVICES FRAMEWORK AGREEMENT (GRANTS OFFICE)**

**MODEL FOR THE FINANCIAL BID OFFER AND REFERENCES THE ASSESSMENT  
 WHEREOF DEPENDS ON AUTOMATIC FORMULAE**

Mr / Ms ..... whose address is No. ...., street, from company....., the Tax Identity No. whereof is....., having been informed of the invitation to tender and the conditions and requirements for the award of "LICI 2019-051 LOT 3" hereby undertakes (in his or her own name or on behalf of the company he or she represents) to carry them out strictly subject to the conditions below:

**A) Financial bid offer**

**LOT 3:**

<b>CONCEPT</b>	<b>Maximum price per unit (VAT not included)</b>	<b>Offered price per unit (VAT not included)</b>	<b>VAT</b>	<b>Total Price Offered per Unit (VAT included)</b>
In-house training for researchers and Research Grants Office staff	<b>€ 3,750.00/day*</b>			

\* It does not include travel expenses (maximum € 300.00), accommodation (maximum € 175.00 /day), and subsistence allowance (maximum € 30.00 / day)

Signature and stamp of the bidding company

Validity of the bid.....4 months  
 (bids for a value and/or period of time greater than that of the invitation to tender shall be excluded from the procedure)





## APPENDIX No. 2

### CRITERIA FOR AWARD

**Criteria that can be assessed through automatic formulae (up to a maximum of 50 points)**

#### Economic offer:

This criterion for award (economic offer) will 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

\* If after applying the automatic formula to a submitted offer, the resulting value is negative, zero (0) points will be directly assigned to the economic part. **P (N) = 0.**

**Criteria to be assessed through value judgments (up to a maximum of 50 points per LOT)**

#### TECHNICAL OFFER:

**1. Qualitative and technical features of the service..... up to 50 points**

**A. Organization of the service.....up to 25 points**

Overview of the service and compliance with the conditions specified in this Technical Prescriptions.

The maximum score will be given to the proposal that present the most adequate methodology to ensure the most efficient level of service within the framework and scope of this technical specifications and needs of VHIR, and propose detailed resources at the disposal of the service.

**B. Provision of the service .....up to 25 points**

Memory about the provision of the service: control and monitoring plan, organization of work, protocols of action of the personnel in front of different situations that can originate during the development of their functions, quality control of the service, responsiveness in case of having to reinforce the staff or make substitutions for absence, holiday or extraordinary and unforeseen situations, etc.

The highest score will be awarded to the bidder who presents a greater level of detail and consistency in the report on the provision of the service and the rest of the offers will be proportionately valued.

**TOTAL SCORE: from 0 to 100 points.**







**APPENDIX No. 3**

.....  
.....

....., on the ..... of .....

To Whom It May Concern:

The undersigned ....., hereby certifies:

- That the documents requested in the Specific Administrative Bidding Conditions that govern this invitation to tender to certify the legal personality and capacity to contract of the bidder have not changed from those held by you and that were submitted on ..... to participate in the procedure .....
- That the tax identification number card is the one held by you, which was submitted on ..... to participate in the procedure .....
- That the documents to certify my representation as a signor of the submission have not been changed or revoked with regard to those held by you and that were submitted on ..... to participate in the procedure .....

In witness whereof I hereby sign this on the ..... of .....

Signature



**APPENDIX No. 4.A**

**BANK GUARANTEE MODEL**

*(Witnessed by a notary public pursuant to art. 197.1 bis of the Notary regulations, validated by the legal counsel of the Government Depositary, the State Attorney General or the equivalent organisms of the other administrations)*

The bank ..... and, in its name and on its behalf, ..... acting as ..... and in accordance with the powers emanating from the power of attorney executed before the Notary Public of....., Mr/Ms ..... on ....., number ..... of his or her records, and which are stated to be entirely in force, is hereby constituted as the joint guarantor of the company....., in the interest and benefit of \_\_\_\_\_, and up to the amount of Eur (...% of the value of the Contract), for the purpose of guaranteeing the exact fulfilment by the aforementioned company of each of the obligations specified in the appropriate award contract for the services ".....".

The aforementioned guarantee is provided by the bank....., expressly and formally renouncing any benefits of excussion, division, order and any others that may be applicable as the case may be, and, to this effect, the Bank hereby declares that it wishes to commit itself and jointly and severally commits itself with the company ..... until the liquidation of the aforementioned services and the expiry of the warranty term, to unconditionally pay, within a maximum period of eight days following the request, the sum or sums stated in the request up to the guaranteed amount of (...% of the value of the Contract) EUROS, and the Bank hereby expressly and solemnly renounces any exceptions or reserves to the delivery of the amounts to be claimed for it regardless of the grounds or reasons for the same, even in the event that..... or third parties, whichever they may be, should manifest their opposition or claims to the same.



**APPENDIX No. 4.B**

**SURETY INSURANCE CERTIFICATE MODEL FOR THE DEFINITIVE SECURITY**

*(Witnessed by a notary public pursuant to art. 197.1 bis of the Notary regulations, validated by the legal counsel of the Government Depositary, the State Attorney General or the equivalent organisms of the other administrations)*

Certificate number .....

..... (hereinafter, the insurer), the registered address whereof is ....., street, and the Tax Identity Number whereof is ....., duly represented by Mr / Ms ....., endowed with sufficient powers to bind it in this deed, as results from .....

**HEREBY INSURES**

....., the bearer of National ID No. / Tax ID No. ...., as the policyholder, before ....., hereinafter the insured party, up to the amount of EUR ..... (...% of the value of the Contract)....., for the purpose of guaranteeing the exact fulfilment by the the insured party of each of the obligations resulting from the award of the execution of the services corresponding to .....

Failure to pay the premium, whether it is a single payment, the first payment or any of the following ones, shall not entitle the insurer to terminate the contract, nor will it be null and void, nor will the coverage of the insurer be suspended, nor will the insurer be exempted from his or her obligations in the event that the insurer should have to put the warranty into effect.

The insurer shall not be entitled to oppose any exceptions that may befall to him against the policy holder against the insured party.

The insurer hereby undertakes to indemnify the insured party at the first request from ....., to unconditionally pay the sum or sums that may be stated in the request up to the insured amount within a maximum period of eight days after the date of the request.

This surety insurance shall remain in force until the liquidation of the contract and the end of the warranty period..

In ....., on the ..... of .....

Signed:  
The insurer



**APPENDIX No. 5**

**BREAKDOWN OF THE BASE BUDGET FOR TENDER**

Direct costs <sup>4</sup>	165,000.00 €
....	
....	
Wage costs (whenever wage costs are a part of the cost)	
TOTAL	165,000.00 €
Indirect costs	0,00 €
...	
General structural costs	
Industrial profits	
TOTAL	Sum of indirect costs
TOTAL COSTS (direct + indirect). Net budget.	165,000.00 €

<sup>4</sup> **Direct costs:** costs that are very clearly associated to the product without the need for any kind of distribution. Raw materials. Direct labour.

**Indirect costs:** costs that cannot be directly attributed to a product or cost centre. Indirect Production Costs (IPC): indirect labour, supply or production costs. General Indirect Costs (GIC): costs not required for manufacturing, such as commercial, administrative and financial costs.



## APPENDIX No. 6

### CONTRACT MODEL

Barcelona, on \_\_\_\_ 20\_\_

#### **THE PARTIES**

On the one hand, Dr Joan X. Comella Carnicé, of legal age, the bearer of National Identity Document No. 40881366Q and whose address for the purpose hereof is Barcelona, Passeig de la Vall d'Hebron nº 119-129.

And on the other, Mr / Ms \_\_\_\_\_, of legal age, the bearer of National Identity Document No.\_\_\_\_\_, and whose address for the purpose hereof is \_\_\_\_\_.

#### **THEY INTERVENE**

The former, in the name and on behalf of the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (hereinafter, VHIR), the registered address whereof is Barcelona al Passeig Vall Hebron núm. 119-129, Tax Identity Code G-60594009. He is acting as the Authorised Director, being especially authorised for entering into this contract by virtue of the public deed of power of attorney authenticated by the Notary Public of Barcelona, Mr Andrés Sexto Carballeiro, on the 22<sup>nd</sup> of September 2009, under number 1106 of his records.

The latter, in the name and on behalf of " \_\_\_\_\_," (hereinafter, the successful bidder), the registered address whereof is \_\_\_\_\_, Tax Identity No. \_\_\_\_\_, recorded in the Commercial Registry of \_\_\_\_\_ under Volume \_\_\_\_, folio \_\_\_\_, sheet No. \_\_\_\_, entry \_\_\_\_. Mr / Ms \_\_\_\_\_, is acting as the representative of the Company, being especially authorised for entering into this contract by virtue of the public deed of power of attorney authenticated by the Notary Public of \_\_\_\_\_, Mr / Ms \_\_\_\_\_, on the \_\_\_\_\_, under number. \_\_\_\_ of his or her records.

#### **THEY STATE**

I.- That the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) is an entity that was incorporated through the public deed authenticated on 22 September 2009 by the Notary Public of Barcelona Andrés Sexto Carballeiro.

II.- Pursuant to its Articles of Incorporation, the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) is a non-profit foundation endowed with legal personality and full capacity to act and which was incorporated to promote, develop, transfer, manage and disseminate research, scientific and technical knowledge, innovation, teaching and training in the field of life and health sciences. The VHIR is a part of the public sector of the Catalan Regional Government and it is deemed to be a non-governmental awarding power.

III.- The VHIR, in fulfilment of the purpose for which it was incorporated, has called a procedure for the awarding framework agreement with Fundació Hospital Universitari Vall Hebron - Institut De Recerca (VHIR) for approval of grant writers / grant specialist, project managers and trainers in competitive proposals preparation, having published the appropriate invitation to tender on the contracting profile of the entity on the \_\_\_\_\_.



IV.- The competent contracting organism of the de la Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) on the grounds of the value of the contract has issued the ruling dated on \_\_\_\_\_, whereby it awards the contract stated in point III above to \_\_\_\_\_.

V.- The Contractor has certified its capacity to enter into contracts and undertake responsibilities and its legal personality, especially for the purposes of this Contract, before the VHIR, and it has constituted the definitive security required in the Specific Administrative Bidding Conditions that govern this contract, which has been put at the disposal of the VHIR for the purposes established herein.

VI.- The parties hereby formalise the aforementioned contract, which shall be governed by the following

## CLAUSES

### 1.- OBJECT

1.1.- The object of the framework agreement with Fundació Hospital Universitari Vall Hebron - Institut De Recerca (VHIR) for approval of grant writers / grant specialist, project managers and trainers in competitive proposals preparation, as also stated in the Technical Specifications and under the terms stated therein.

This contract shall be executed subject to the following attached documents:

The Specific Administrative Bidding Conditions as appendix No. 1.

The Technical Specifications as appendix No. 2.

The Technical bid and the financial bid submitted by the successful bidder, as appendix No. 3.

The Requirements, as appendix No.4.

The Award Agreement, as appendix No.5.

A copy of the security as appendix No. 6

The parties hereby state that they possess true and faithful copies of the documents that have been stated as defining for this Contract, said copies having been signed by the parties and being an integral part of this Contract.

### 2.- PRICE

The total value of the contract is established for the value of \_\_\_\_\_ Euros, plus the sum of \_\_\_\_\_ Euros which corresponds to Value Added Tax (hereinafter, VAT).

All headings described in the offer have been included in the value of the contract. Moreover, all costs, risks, benefits and taxes are deemed to be included therein with the exception of VAT, which is stated under a separate heading.

The VHIR shall only pay the successful bidder for those services that are effectively provided, and the VHIR shall under no circumstances be bound to spend the entire estimated value of the contract / budget for tender.



### 3.- BILLING AND MEANS OF PAYMENT

The successful bidder will issue monthly bills for the service provided. Said bills must be sent to the following email address: [factures@vhir.org](mailto:factures@vhir.org).

Each bill issued must state the period to which it corresponds, the breakdown of expenses per item, and it must also contain the reference "LICI-2019-051 LOT X".

Effective payment for services provided will be made through bank transfer within 30 days after the date of the bill.

Pursuant to the provisions of the Specific Administrative Bidding Conditions that govern this contract, the prices will not be reviewed under any circumstances whatsoever.

The contracting entity shall pay for the services once they have been carried out fully or in part and once the bill has been sent to its records. In accordance with this guideline, payments in advance for part or the entirety of the contract price are not considered.

### 4.- LENGTH OF THE CONTRACT

4.1.- The provision of this service will have an initial duration of 3 years from the date of contract formalization, with the possibility of one-year extension. If approved by VHIR as the contracting entity, the extension will be compulsory for the contractor in accordance with the provisions of article 29 of the LCSP.

The start date of the Framework Agreement will be the one stated during its formalization.

In no case will the tacit renewal of the validity of the contract proceed.

The extension will be agreed by the contracting body of the VHIR and will be obligatory for the contractor, provided that the notice has occurred at least two months before the termination of the contract duration.

4.2.- The extension must be formalized in writing by means of a document subscribed by both parties with a minimum of 1 month before the end of the contract (as well as partial installments, if applicable) or any of their extensions.

4.3.- The place of performance will be established in section E of the Characteristics Table of the Specific Administrative Terms and Conditions that govern the contract.

### 5.- DEFINITIVE GUARANTEE

The approved company is exempt from constituting the definitive guarantee.

### 6.- LABOUR AND TAX OBLIGATIONS

6.1.- The contractor will have to be up to date with its corporate obligations at all times in what regards taxes, labour, social security, trade unions and health and safety, and it will be strictly and



rigorously responsible for any non-compliances with the above obligations on an exclusive basis, as the VHIR shall decline any liability for said non-compliances.

6.2.- Pursuant to Law 54/2003, of 12 December, reforming the legal framework on workplace health and safety and of Royal Decree 171/2004, of 30 January, developing article 24 of Law 31/1995, of 8 November, on workplace health and safety, the successful bidder is bound to comply with currently applicable legislation on workplace health and safety. In particular, the successful bidder shall comply with the terms of the Specific Administrative Bidding Conditions on this subject.

6.3.- The successful bidder undertakes to exert the management powers inherent to its status as an employer concerning its staff in a real, effective and constant manner, undertaking all obligations regarding the staff assigned to the execution of the contract in what concerns the negotiation and payment of wages, social security enrolment and contributions, and the payment of benefits, sabbaticals, leaves, holidays, replacements, workplace health and safety, the disciplinary regime, trade union relations and any other rights and obligations arising from its own work contracts on an exclusive basis.

6.4.- The relationship between the parties is of an exclusively commercial nature and there is no employment link between the VHIR and the staff of the service provider, even when said staff should have to carry out tasks on VHIR premises. Therefore, on the basis of the existence of this contract or compliance therewith, the staff of the service provider shall not be deemed to be VHIR employees either de jure or de facto owing to the fact that it will exclusively depend on the direction of the aforementioned company for all intents and purposes, including the aspects of labour relations and social security.

The service provider shall be responsible for the management and organisation of the work, issuing, when appropriate, work orders and instructions to its employees and undertaking the obligations to remunerate and contribute as an entrepreneur.

## 7.- COMMITMENT ON THE ENVIRONMENT AND GOOD PRACTICES

The contractor guarantees a high level of environmental conduct in the execution of the services that are the object of this Contract to the VHIR. The service provider shall be fully and exclusively liable for compliance with all applicable environmental regulations, holding the VHIR harmless, and undertakes to carry out any actions required to maximise energy efficiency and to minimise the environmental impact in accordance with the documents attached to this Contract and to regulations in force from time to time.

## 8.- LIABILITY IN THE EXECUTION OF THE CONTRACT

8.1.- Subject to the provisions of this contract, each party shall be held liability for any full or partial breach of any of their obligations arising from this contract and shall have to indemnify the other party for any damages arising from said breach.

The liability and obligation to indemnify established herein are understood notwithstanding the possibility to terminate the contract and the penalties established in the following clause.

In particular, the contractor will be held liable for any losses, degradation or loss in value of the equipment owned by the VHIR and required for the execution of the contract, as well as for any





damages that may be directly or indirectly caused to third parties or to the facilities and assets of the VHIR during the execution phase of the contract and until the receipt thereof by the VHIR.

The contractor will likewise be liable for the quality of the services provided as well as for the consequences that may arise from any omissions, mistakes or improper methods applied during the execution of the contract for the VHIR or for third parties.

8.2.- Likewise, the service provider shall be held liable for any environmental damages that may arise pursuant to the provisions of Law 26/2007, of 23 October, on environmental responsibility, and Law 11/2014, of 3 July, whereby Law 26/2007, of 23 October, on environmental responsibility is modified.

8.3.- The contractor shall be liable to pay the value of any penalties that may be imposed to the VHIR as a consequence of non-compliance with or failure to observe the conditions established in documents of a contractual nature, in licenses, authorisations or permits, as well as for any breach or non-observance of applicable municipal, regional or state regulations by the service provider.

8.4.- The parties will notify each other of the assessment of these damages as appropriate, upon which the other party will have thirty (30) calendar days to issue a disclaimer. Failing that, the assessment shall be deemed to have been accepted by the party to which the claim has been made, upon which the claimant will issue the appropriate bill.

## 9.- PENALTY SYSTEM

9.1. Failure to comply with or faulty compliance with contractual obligations shall be grounds for the penalties established in clause 24 of the Specific Administrative Bidding Conditions.

9.2. The penalties established in this section are of a cumulative and not substitutive nature.

For the purposes of article 1.153 of the Civil Code, a contractor to whom a penalty has been applied shall not only have to fulfil the penalty within the terms established in the paragraph below, but also to fulfil any obligations regarding non-compliance or arrears in execution for which he or she is being penalised

Penalties shall be deducted from sums pending payment. In the event that there are no sums pending payment, penalties shall be withdrawn from the definitive security that may have been provided, as the case may be. In the event that the penalties should have been levied from the aforementioned security, the service provider shall be bound to increase the security by the appropriate amount until it reaches the 5% of the award value.

The application and payment of penalties shall not imply a waiver by the VHIR for any indemnities to which it may be entitled for damages caused by non-compliances attributable to the service provider.

## 10.- TERMINATION OF THE CONTRACT

10.1.- This contract may be terminated on the grounds of any of the reasons laid out in clause 25 of the Specific Administrative Bidding Conditions attached hereto as Appendix 1.



## 10.2.- Consequences of the termination

Termination of the contract, regardless of the reasons for the same, shall be understood without prejudice to any rights that may have been acquired or any liabilities that may have been incurred due to failures to pay, the obligation to provide indemnities for damages, or of any other rights and obligations that may arise and that may be demanded at the time of the termination or that may remain after said termination in accordance with the terms of this contract.

Moreover, the termination or expiry of the contract shall not affect the obligations established for the parties which, owing to their nature or the terms of this contract, shall survive the termination of the same, especially the non-disclosure obligation.

At the end of the contract, the contractor shall return any documents and equipment that may have been provided to the VHIR and that are being held by the contractor to the VHIR, observing the duty to maintain secrecy and confidentiality as stated in the confidentiality clause.

The termination of the contract for any reason other than the expiry of the established deadline or by mutual agreement shall entitle the contractor to claim for compensation for any damages that may arise from said termination whenever it has been caused by a breach of the obligations undertaken by the VHIR pursuant to this Contract.

## 11.- SUBCONTRACTING AND ASSIGNING THE CONTRACT

The subcontracting and assignment regime is the one regulated in clause 22 of the Specific Administrative bidding conditions and attached hereto as Appendix 1.

## 12.- RECEIPT OF THE WORK AND WARRANTY PERIOD. CIVIL LIABILITY POLICY

12.1.- The execution of the contract shall be carried out at the risk and peril of the successful bidder.

12.2.- The successful bidder shall ensure that the services provided in compliance with the object of this contract shall be in conformity with the specifications agreed upon by the parties.

12.3.- Once the provision described herein has been carried out and its fulfilment of the technical requirements and the offer submitted by the successful bidder and, when applicable, once the appropriate documentation has been submitted, the appropriate works receipt report shall be drafted. The warranty period shall be counted from this point onwards.

In the event that issues concerning the works carried out should arise at the time of the drafting of the receipt report, the works will not be understood as having been received, but rather, a maximum period of ten (10) days will be given to the service provider to amend any flaws that may have been detected.

Once the term stated in the paragraph above has passed, the actions intended to verify the suitability of the works and their subsequent receipt will be carried out.





12.4.- The works receipt report will have to be issued by the VHIR within 15 working days counting from the date of submission of the documents in question as well as of any other documents the VHIR may have requested.

If the aforementioned deadline should expire without the issuance of the aforementioned receipt report for the works or services carried out, these will be understood to have been received.

12.5.- Moreover, throughout the duration of the contract, the contractor will undertake to maintain the civil liability insurance policy that was contracted, for an amount sufficient to cover the liabilities of any type that may be derived from the execution of the contract.

The validity of the aforementioned civil liability insurance policies will have to be certified throughout the validity of the contract, including any possible extensions, by submitting a copy of the receipt for payment thereof to the contracting organism.

### 13.- CONFIDENTIALITY, INTELLECTUAL AND INDUSTRIAL PROPERTY AND FULFILLMENT OF REGULATION (EU) 2016/679 AND OF THE ORGANIC LAW ON THE PROTECTION OF DATA THAT DEVELOPS

The contractor declares to know and agrees to comply with the provisions of clause 28 of the Specific Administrative Terms and Conditions regarding the protection of personal data.

The contractor declares to know and agrees to the fulfilment of what is provided in the clause "Confidentiality, Protection of personal data and Intellectual and Industrial Property" of the Technical Specifications in the field of intellectual and industrial property.

Likewise, the contracting company will be obligated to respect the confidential nature of all the information to which it has access in the terms established in clause 29 of the Specific Administrative Terms and Conditions.

### 14.- ORGANISATION. INTERLOCUTORS FOR THE CONTRACTING PARTIES

14.1.- In compliance with the obligations arising from this contract, the contractor shall appoint an interlocutor endowed with sufficient capacity, knowledge and experience to supervise, coordinate and ensure the proper correct provision of the services to be executed and to carry out an interlocutory role with the VHIR to monitor the execution of the contract.

The VHIR shall likewise appoint a person in charge of monitoring the execution of the works endowed with sufficient attributions to define and analyse the level of the works to be carried out, to coordinate them and to validate the end results of the services provided.

The following individuals are hereby appointed to represent the VHIR and of the contractor:

On behalf of the contractor: Mr/Ms [●]

On behalf of the VHIR: Mr/Ms [●]





The VHIR may request the replacement of the interlocutor appointed by the contractor at any time whenever there are justified grounds. In this case, the successful bidder will propose a substitute with a suitable profile within one working day from the notification of the request for substitution.

14.2.- The successful bidder for the service will ensure that a stable staff is assigned to the works that are the object of this contract with low rates of turnover within its possibilities, excepting cases in which the replacement of certain people may be requested by the VHIR or the successful bidder, for justified reasons.

14.3.-The VHIR shall be entitled to inspect and be informed on the execution of the services that are the object of the contract, and it will be able to request documents concerning the preparation, management and monitoring of the same in order to check the technical features of the services provided. Moreover, it may implement any quality control systems it sees fit and issue any guidelines it may deem necessary for the strict fulfilment of this contract.

#### 15.- CHANGES TO THE CONTRACT

This contract may be modified in accordance with the provisions of section Q of the Summary Chart and Clause 27 of the Specific Administrative Bidding Conditions that govern this contract.

#### 16.- LEGAL FRAMEWORK

This contract is subject to Spanish civil, commercial and procedural legislation, notwithstanding the rules contained in subsection 4, section 3 of Title I, Book II of the LCSP, on contract modifications, that may apply.

#### 17.- JURISDICTION

Civil jurisdiction shall be competent to settle disputes between the parties with regard to the effects, fulfilment and termination of the contract that is the object of this tender, pursuant to article 27 of Law 9/2017, on Public Sector Contracts. In the event that they should file legal action, the parties hereby expressly submit to the jurisdiction and competence of the Courts and Tribunals of the city of Barcelona, expressly waiving any others that may apply to them.

In witness whereof, this document is hereby signed in two counterparts at the date and place stated in the heading.

VHIR

THE SUCCESSFUL BIDDER

Mr - \_\_\_\_\_

Mr / Ms - \_\_\_\_\_

