



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

EXPEDIENT: 2021-0035 MAINTENANCE OF THE OLEA SPHERE LICENSE

**DOCUMENT OF TECHNICAL SPECIFICATIONS
NOT HARMONIZED TRADE – OPEN PROCEDURE**

**SERVICE FOR THE MAINTENANCE OF THE OLEA SPHERE LICENSE IN THE
NEURORADIOLOGY RESEARCH GROUP OF THE FUNDACIÓ HOSPITAL
UNIVERSITARI VALL HEBRON – INSTITUT DE RECERCA (VHIR).**



Clause 1. Aim of the tender.

The purpose of this contract is to provide the maintenance service for the OLEA SPHERE license in the Neuroradiology Research Group of the Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR).

Throughout these specifications, the tasks included in the object of this contract are specifically described, as well as the scope of the proposed service.

Clause 2. Maximum budget of the tender.

The estimated value and maximum budget for this tender aren't the same.

The total maximum budget for this tender annually is **"FOUR THOUSAND FIFTY EUROS" (€ 4,050.00)**, VAT not included to which, if we add the amount of **"EIGHT HUNDRED FIFTY WITH FIFTY CENTS" (€ 850.50)** corresponding to VAT, we add a total of **"FOUR THOUSAND NINE CENTURIES WITH FIFTY CENTS" (€4.900,50)**.

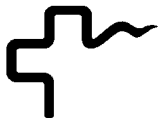
(*) Price that the tenderer, will be able to improve in the ECONOMIC OFFER.

The estimated value for this tender is **"EIGHT THOUSAND NINE HUNDRED TEN EUROS" (€ 8,910.00)**, to which, if we add the amount of **"ONE THOUSAND EIGHT HUNDRED SEVENTY-ONE EUROS WITH TEN CENTS" (€ 1,871.10)** corresponding to VAT, adds up to a total of **"TEN THOUSAND SEVEN HUNDRED EIGHTY-ONE EUROS WITH TEN CENTS" (€ 10,781.10)**.

Concept	Price (VAT not included)
Maximum budget	4.050,00 Euros
Possible modifications	810,00 Euros
Possible extensions	4.050,00 Euros
Total	8.910,00 Euros

Amount set for modifications:

Article 204 of L9 / 2017 establishes the possibility of modifying the contract upwards, and up to 20% of the maximum total tender budget given that the possibility of a price increase arises. of licenses arising from market fluctuations at the time of contracting. Amount that



will be reimbursed to the company in the same way and under the same conditions that regulate these specifications, upon presentation by the successful bidder of the invoice.

Clause 3. Duration of the contract.

The provision of this purchase will have an initial duration of **one (1) year** from the date of contract formalization, with the possibility of **one (1) 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 contract will be the one stated during its formalization.

Clause 4. Description of the service and scope of the object of the contract.

- Technical assistance (online or by phone).
- Software updates (feature enhancements, bug fixes, security enhancements).
- Application support (web training sessions, tutorials).
- The contractor has the right to migrate the customer's license to a new version of the equivalent product license.
- In the event of a malfunction, the Contractor shall make all commercially reasonable efforts to repair or replace the Software, on its own account and within a reasonable time.
- The contractor will contact the customer within 48 hours of receiving a notification.

Clause 5. Other service requirements.

- The contractor will provide the appropriate telephone and email numbers to contact the support team.

Clause 6. Billing and payment.

The contractor will invoice the service through its corresponding invoice, which must be sent to the following email address: factures@vhir.org.

Each invoice issued must detail the period to which it corresponds, the breakdown / description of expenses by concept, as well as indicate the references **"LICI-2021-035 MAINTENANCE OF THE OLEA SPHERE LICENSE"**.



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

The contracting entity pays for the services once they have been carried out in part or in full and once the invoice has been entered in its register. According to 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 a price review for any reason.

Clause 7. Responsible for the contract.

The person in charge of the contract is Dr. Alex Rovira Cañelas Head of the Neuroradiology Research Group of the Fundació Hospital Universitari Vall Hebron - Institut de Recerca, who will be basically responsible, among others, for the functions of management and supervision of the contracted supply, conforming the invoicing issued by the service; monitoring, control and dictation of the instructions necessary for the proper execution of the contract; determine whether the service provided complies with the requirements established for its execution and compliance and receipt of the contract at the end, and comply with the obligations assumed by the Vall Hebron University Hospital Foundation - Research Institute (VHIR) in this contract.

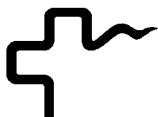
Clause 8. Location and Schedule of service provision.

- The contractor will provide online services free of charge during business hours.
- Business hours are from 9:00 to 18:00, Barcelona time.
- The local assistance service can be purchased separately.

Clause 9. Confidentiality, Protection of personal data, and Intellectual Property

Notwithstanding the provisions of current legislation on intellectual property, protection of personal data and confidentiality, the successful bidder will expressly commit itself not to provide the information and / or Data provided by the VHIR, or any use not provided for in this document, and / or expressly authorized by the Head of the assigned Unit.

The successful bidder will have to extend to the employees that adhere to the service, the obligations contained and assumed by the successful bidder, with reference to confidentiality, intellectual property and protection of Data, in particular those relating to the



secret, the reservation and confidentiality of all the information that, under the service, may be aware of.

These will be understood as being exclusively granted in favor of the VHIR worldwide, for the maximum time established in applicable laws and / or international treaties that are applicable and for their exploitation through any format and / or modality of exploitation, all rights, including the exploitation of any discovery, invention, creation, work, procedure, idea, technique, drawing, design, image or any other intellectual or industrial property right generated, raised or acquired as a consequence of the work carried out by the company awarded the contract that is derived from this tender procedure (hereinafter, "Intellectual and / or Industrial Property"), and which derive directly or indirectly from the relationship between VHIR and I The company awarded by the contract that is derived from this tender procedure.

The company that awards the contract that is derived from this tender procedure undertakes to inform the VHIR of any discovery, creation, invention, idea or any other element that constitutes or is likely to constitute a right of Industrial Property and / or Intel Legal and that develops partially or totally during the term of the contract that is derived from this tender procedure. In the event that the contracting company that derives from this tender procedure discovers or develops any creation of intellectual or industrial property, it will be understood that the discovery or development constitutes confidential information of the VHIR.

The company that awards the contract that is derived from this tender procedure undertakes to sign all those public and / or private documents that are necessary, at the discretion of the VHIR, to allow the accreditation of the ownership of the VHIR or the proper protection of the aforementioned rights of Intellectual Property and / or Industrial in favor of the same or of any third party designated by it.

The company that awards the contract that is derived from this tender procedure authorizes the VHIR for the transformation, modification, publication, public communication and exploitation by any means of the works that it develops as a result of the execution of the contract that is derived from it This tender procedure.

Clause 10. Allocation criteria.

Each bidder must provide a technical as well as a financial offer. Contracts will be awarded according to criteria based on an approach that takes into account the best cost-effectiveness ratio, a circumstance that will be evaluated according to the following criteria:



The following criteria will be evaluated through **value judgments**. The award criteria for assessing the contents of envelope No. 2 are as follows:

Supply technical characteristics MAXIMUM 50 POINTS.

1. Scope and Approach of the service: up to 45 points.

Technical and organizational detail of the service proposal. The service proposal proposed by the contractor must be developed in detail. Must include at least:

- The contract must have a duration of 1 year.
- Technical assistance.
- Software updates.
- Application support.
- In the event of a malfunction, the contractor must repair or replace the software.
- The contractor will contact the customer within 48 hours of receiving a notification.

2. Additional improvements: up to 5 points.

- Possibility to purchase local assistance (Up to 5 points).

Barcelona, 01 of June 2021.

ORGAN DE CONTRACTACIÓ

Dr. Joan X. Comella Carnicé

Director

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