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

*RECORD*: 2021-053 MAINT. IN VIVO ULTRASOUND EQUIPMENT

**DOCUMENT OF TECHNICAL SPECIFICATIONS**

**NOT HARMONIZED TRADE – OPEN PROCEDURE**

**DOCUMENT OF TECHNICAL DESCRIPTION FOR THE MAINTENANCE** **CONTRACT OF AN IN VIVO ULTRASOUND IMAGING DEVICE FOR THE PRECLINICAL IMAGING PLATFORM OF VALL D´HEBRON INSTITUTE OF RESEARCH (VHIR).**

**Clause 1. Aim of the tender.**

The objective of this trade document is to provide preventive and corrective maintenance service to an in vivo ultrasound imaging system located at the Preclinical Imaging Platform, at Cellex building, in the Vall d’Hebron Campus.

**Clause 2. Maximum budget of the tender.**

In this tender procedure, both estimated value and maximum budget do not agree.

Thus, maximum budget of the tender has been established in “**FOUR THOUSAND NINE HUNDRED EUROS**” **(4,900.00 €)** with no applied VAT / DUA.

In this tender the estimated value of the contract and the maximum tender budget do not match.

The maximum tender budget, corresponding to the first year, amounts to the sum of “**FOUR THOUSAND NINE HUNDRED EUROS**” **(€ 4,900.00)** to which, if we add the amount corresponding to VAT, which is “THOUSAND TWENTY-NINE EUROS” (€ 1,029.00), the total amount amounts to “**FIVE THOUSAND NINE HUNDRED TWENTY-NINE EUROS**” **(€ 5,929.00).**

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

In no case will the estimate of the volume in the provision of the service be binding, the VHIR will pay the invoices for the service actually provided, detailing the duly signed delivery note numbers on the invoice.

In the present case, the estimated value for this tender will be “**NINE THOUSAND EIGHT HUNDRED EUROS**” **(€ 9,800.00)**, to which, if we add the amount corresponding to VAT, which is “TWO THOUSAND FIFTY-EIGHT EUROS” (€ 2,058.00), the total amount amounts to “**ELEVEN THOUSAND EIGHT HUNDRED AND FIFTY-EIGHT EUROS**” **(€ 11,858.00)**.

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| **Concept** | **Price (VAT not included)** |
| Maximum budget  | 4,900.00 Euros |
| Possible modifications | 0.00 Euros |
| Possible extensions | 4,900.00 Euros |
| **Total** | **9,800.00 Euros** |

\*\*\* The service must comply with all legal requirements at the time of contracting, and throughout the term of the contract.

**Clause 3. Tender duration.**

The service provision of this tender will have an initial duration of **one (1) year, extendable for one (1) additional year**. If an extension of the contract is agreed by the contracting entity, it will be mandatory for the contractor, in accordance with article 29 of the LCSP.

Service will start on 06/11/2021.

**Clause 4. Technical characteristics of the service.**

The Lab Animal Services of Vall Hebron Research Institute (VHIR) requires the contract of a preventive and corrective maintenance service for an in vivo ultrasound imaging system.

Specifically, this is Prospect Preclinical High Frequency Ultrasound System, Inviscan. Prospect T1, a high-frequency ultrasound imaging system (HFUS) developed by S-Sharp Corporation.

***Technical specifications of the US***

Required system is a preclinical ultrasonography device that includes the following components:

* Echography controlled system integrated in a 15-inches tablet with specific software.
* 40 Mhz specific ultrasound probe.
* Scanning platform for mice with multiparameter monitoring (including heart rate, respiratory rate and temperature). Warming system.

Supplementary accessories

* Scanning platform for rats. Similar characteristics as the mice platform.
* 20 Mhz specific ultrasound probe.
* Micro-injection platform with specific needle.
* 3D study package.
* Acoustic radiation force (ARF) package.
* High Intensity Focalized Ultrasound package.
* Offline analysis software.
* Frontal cover for ultrasound probes.



**Clause 5. Service requirements.**

- Technical support from engineers through remote control access to the system.

- Software updates.

- 1 site visit per year included (for yearly functional test or other hardware problem).

- For additional visit, labor cost free of charge, travel expenses not included.

* The contract does not include:

- Cost for hardware parts

- Probe (20MHz or 40MHz)

- Mouse table or rat table

* A document will be issued explaining the failure, how it has been resolved and the list of replaced parts at the end of each intervention. The service sheet will be provided with the bulletin with the functional tests carried out.
* A technical service must be provided, as soon as possible, after the user notifies the maintenance request.
* Contact technical service must be by phone or email.
* Response normally at once, but less than 2 days.
* First support will be online diagnostic tests within two days after the user notifies the maintenance request.

**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-2021-053 MAINT. IN VIVO ULTRASOUND EQUIPMENT**”.

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 the Head of Laboratory Animal Service (LAS) 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 hours of service.**

**Location:**

The maintenance service will be carried out at the VHIR facilities in CELLEX building (located at c / Nazaret, nº 115 -117, 08035 (Barcelona) and, in particular, in the animal facility, floor -2.

**Schedule:**

The service must be provided within the following hours: Monday to Friday from 08:00 to 17:00.

**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 l 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. Valuation Criteria Subject to Value Judgment.**

Following indicated criteria must be evaluated with value judgment and will be applied to the content of the envelopment number 2:

**Qualitative and technical characteristics of the service………. MAXIMUM 50 POINTS**

**1. Scope and Approach of the service: .................................................. up to 40 points.**

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

• Allocation of resources and proposed dedication time.

• Organization of the service.

• Working methodology.

• Necessary tools for the provision of the service.

**2. Additional improvements: ................................................................... up to 10 points.**

It will be considered as an improvement:

• Offer a discount on the cost of spare parts not include in the contract of at least 5-10% (Up to 5 points).

• Reduction of the maximum response time in the event of a fault warning situation, detailed in Clause 5. (Up to 5 points).

Barcelona, August 25th, 2021.

**CONTRACTING ORGANISM**

**Dr. Joan X. Comella Carnicé**

Director

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