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**SPECIFIC ADMINISTRATIVE TERMS AND CONDITIONS**

**FOR THE AWARD OF THE SERVICES OF TECHNICAL ASSISTANCE FOR MEDICAL EQUIPMENT AND FACILITIES OF THE DELEGATED COOPERATION PROJECT "JOINT EUROPEAN INITIATIVE TO STRENGTHEN SPECIALISED MEDICAL TRAINING IN ETHIOPIA".**

**(Exp. No. CSAI/04/2024)**



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**A. Subject matter of the agreement**

**A.1. Subject matter of the agreement**

The purpose of the agreement is the hiring of professional services for technical assistance for medical equipment and facilities in order to support the Foundation in the implementation of the "Joint European Initiative to strengthen specialised medical training in Ethiopia" project, as well as the technical assistance required during the execution of this, in accordance with the specifications set out in the Technical Specifications.

**Need for the agreement:** The subject of this request for bids arises from the need to carry out the implementation of the delegated cooperation project "Joint European Initiative to strengthen specialised medical training in Ethiopia".

The approved project is called, and its implementation is designed to respond to the existing challenges in the health sector in Ethiopia and to increase access to health services and its quality, with health as one of the focus areas of the EU Delegation's interventions. Furthermore, improving medical specialisation has been identified as one of the priority areas to respond to the challenges of increasing access to health services and its quality.

The aim of the programme is to contribute to the improvement of the quality of the public health system in Ethiopia by training specialist doctors and taking advantage of the capabilities of the Spanish health system and its professionals.

Given that the specific purpose of the Foundation is to contribute to the development and improvement of the living conditions of the populations, carrying out, supporting or collaborating in research programmes and activities, project development, training, consultancy and technical assistance, studying needs, analysing experiences and disseminating good practices at national and international level, the conclusion of the agreement is necessary for the fulfilment and achievement of the institutional purposes of the Foundation.

**Contracting party profile:** <https://contrataciondeestado.es/wps/portal>

**Procedure:** Simplified open procedure

**Procedure:** Regular  / urgent

**Common vocabulary nomenclature code** for public agreements (CPV):

CPV
50420000-5 Repair and maintenance services of medical and surgical equipment
71356200-0 Technical assistance services

**A.2. Sets:**

**Batching:** YES  / NO

In the event of NOT batching the object of the agreement, justification: In accordance with section 99.3.b) of the Public Sector Agreements Act, the object of the agreement does not admit division, given that the nature of the same does not allow for the identification of units susceptible of separate use constituting a functional unit. Likewise, the division of this agreement would hinder its correct execution from a technical point of view.

Maximum number of sets for which each bidder can apply: **N/A**

Maximum number of Lots that can be awarded to each bidder: **N/A**

Criteria or rules to be applied where, as a result of the application of the award criteria, a bidder may be awardee of a number of sets exceeding the maximum number indicated in the notice and in the sheet: **N/A**

Integrative bid accepted: **N/A**

**B. Admission of variants or improvements**

Admissibility of variants: YES  / NO

Admissibility of improvements: YES  / NO

**C. Base bidding budget agreement and estimated value of the same**



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### C.1 BASE BIDDING BUDGET

Bidding amount (VAT excluded)	VAT rate	VAT amount	Base bidding budget (with VAT)
€ 51,000.00	--	-----	€ 51,000.00
Base bidding budget in figures:	€ 51,000.00		
Base bidding budget in letters:	<b>FIFTY-ONE THOUSAND EUROS.</b>		

This agreement is exempt from VAT, in accordance with the provisions of Section 20 of Law 37/1992 of 28 December 1992 on Value Added Tax.

Breakdown of the base bidding budget:

Concept	Monthly amount (excluding VAT)	Term of the agreement	Total amount (excluding VAT)
Technical assistance for medical equipment and facilities	€ 2,125.00	24 months	€ 51,000.00

The budget has been calculated taking into account current market prices, in accordance with the provisions of Section 102.3 of the Public Sector Agreements Act. For the calculation, the 24-month duration of the project has been taken into account, at the stipulated monthly amount (€2 2,125.00) excluding VAT.

### C.2 ESTIMATED VALUE OF THE AGREEMENT

Bidding amount (VAT excluded):	Amount of planned modifications (excluding VAT):	Amount of the extension(s) (VAT excluded):	Estimated value (excluding VAT)
€ 51,000.00	- €	- €	€ 51,000.00
Total estimated value in figures	€ 51,000.00		
Total estimated value in letters	<b>FIFTY-ONE THOUSAND EUROS</b>		

### C.3 PRICING SYSTEM

- Fixed sum
- Unit prices
- Other

The bidding is based on unit prices, so that, in accordance with the provisions of Additional Provision 33 of the Public Sector Agreements Act, the binding amount will be the unit amount offered by the contractor, with the base bidding budget for these services being the maximum expenditure budget.

The Foundation is not obliged to exhaust the total of this budget. It will be during the execution of the agreement, depending on its final duration, in accordance with the date of its entry into force, and depending on the orders formally placed with the contractor, that the number of services to be provided by the latter will be determined.

The Foundation may execute this agreement for as many months as deemed necessary in accordance with its needs until the maximum expenditure budget is exhausted.

In this sense, the Foundation will only pay for the months of service provision, prorating the unit price offered by days, in the event that the total duration of the agreement does not correspond to full months.

### D. Term of the agreement

**Initial Duration:** Twenty-four (24) months from the date of formalisation of the agreement.

**Extensions:** YES / NO



Partial deadlines: YES / NO

**E. Professional or business qualifications required**

YES / NO

**F. Proof of solvency**

For the accreditation of capacity and solvency, initially, only the liability statement in accordance with the model set out in **Annex I** must be submitted.

Only the company proposed as awardee must present the supporting documentation that proves the economic, financial technical and professional capacity and solvency established in clause 12.2.1 of this document.

Solvency shall be proved by means of the specific solvency requirements (section F.2).

**F.1. Business classification**

Accreditation of economic and technical solvency by means of Classification:

YES / NO

**F.2. Solvency**

**- Economic and financial solvency:**

Economic and financial solvency will be accredited in accordance with the provisions of letter "a)" of Section 87 of the Public Sector Agreements Act.

Specifically, proof must be provided of the bidder's annual turnover, referring to the best financial year within the last three available, depending on the dates of incorporation or commencement of activities of the bidder and of submission of tenders, for an amount equal to or greater than at least 50% of the estimated value of the agreement (VAT excluded), i.e. **25,500.00 euros**.

Proof shall be furnished by producing the annual accounts approved and deposited in the Mercantile Register, if the entrepreneur is registered in that register, and otherwise by those deposited in the official register in which he must be registered.

Accreditation of the deposit in the Mercantile Register shall be carried out by the means of publicity established in Royal Decree 1784/1996, of 19 July, approving the Regulations of the Mercantile Register, which are as follows:

- Non-certified extract from the Mercantile Register
- Certification of the Mercantile Register
- Telematic certification of the Mercantile Register

Individual entrepreneurs who are not registered in the Mercantile Register shall prove their annual turnover by submitting a liability statement, accompanied by the documents in their possession that prove the declared annual turnover.

Likewise, in accordance with the provisions of Section 86.1 of the Public Sector Agreements Act, when for a valid reason the economic operator is not in a position to present the references requested by the contracting entity, it will be authorised to prove its economic and financial solvency by means of any other document that the awarding power considers appropriate.

**- Technical or professional solvency:**

Economic and financial solvency will be accredited in accordance with the provisions of letter "e)" of Section 90 of the Public Sector Agreements Act.

As a requirement for technical or professional solvency, the academic and professional qualifications of the person responsible for the execution of the agreement are required. Thus, a University Degree in Health Sciences is required.

Proof shall be provided by means of a liability statement by the bidder, without prejudice to the fact that the contracting entity may require the provision of a duly authenticated copy of the academic qualification at any time during the procedure or during the performance of the agreement, in order to verify the information contained in the liability statement.



**F.3. Assignment of personal and/or material resources**

**Commitment to allocate human resources:** YES / NO

The bidder company, by providing the liability statement in accordance with the model in Annex I, undertakes to assign to the execution of the agreement the personnel resources listed below:

No. of profiles	Profile
1	Technical assistant for medical equipment and facilities

Qualifications and experience required for the profiles:

Required personal means	
<i>Technical assistant for medical equipment and facilities</i>	
<b>Professional requirements:</b>	
	<ul style="list-style-type: none"> <li>• University Degree in Biomedical Engineering or similar related to Health Sciences.</li> <li>• At least five (5) years of work experience in the medical equipment maintenance sector.</li> <li>• Language proficiency: Advanced level of English.</li> </ul>

The bidder proposed as contractor must provide proof of this by submitting:

- Duly signed curriculum vitae, stating the training and professional experience required.

**Commitment to allocate material resources:** YES / NO

The commitments to allocate personnel and material resources shall be binding during the performance of the agreement in the event of being awarded, and it shall be necessary that at least the resources indicated are dedicated.

**Subrogation of workers:** YES / NO

**G. Guarantees**

**Final guarantee:** YES / NO  (5% of the final price of the agreement, VAT excluded).

Possibility of providing the guarantee by means of a **retention in the price:** YES / NO

**Supplementary guarantee** (5% of the agreement award amount): YES / NO

The justification for not requiring a definitive guarantee is duly set out in the supporting memorandum, however, the following should be noted:

The definitive guarantee is intended to cover possible obligations, delays or non-compliance that do not give rise to the termination of the agreement. However, in this case, the different partial payments will take place on a monthly basis, in accordance with the provisions of the specifications, after the service has been provided, taking into account its correct execution. Therefore, it is understood that the aforementioned circumstance justifies the inconvenience of adding the requirement of the definitive guarantee to this agreement.

**H. Guarantee period:**

The term of the agreement

**I. Award criteria**

MAXIMUM SCORE FOR EACH TYPE OF CRITERION
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(A) CRITERIA THE QUANTIFICATION OF WHICH IS SUBJECT TO A VALUE JUDGEMENT	-
(B) CRITERIA TO BE ASSESSED BY MEANS OF FORMULAE	100.00
<b>TOTAL MAXIMUM SCORE</b>	<b>100.00</b>

**B) Criteria to be assessed by application of formulae (100 points):**

A. CRITERIA TO BE ASSESSED BY MEANS OF FORMULAE		MAX SCORE			100,00
CRIT	DESCRIPTION CRITERION	MAX SCORE CRITERION	SUBCRIT	DESCRIPTION SUB-CRITERION	MAX SCORE SUBCR
B.1		49.00			
	Financial bid		1	Amount offered	49.00
B.2		51.00			
	Experience and additional training of the Medical Equipment and Facilities Technical Assistant assigned to the execution of the agreement		1	<b>Two (2) points</b> for each year of professional experience in the field of medical equipment maintenance and facilities rehabilitation in Ethiopia in addition to the minimum required in the section corresponding to the secondment of personal resources, up to a maximum of <b>twenty (20) points</b> .	20.00
			2	<b>Two (2) points</b> for each year of professional experience in the Ethiopian public health system, up to a maximum of <b>twenty (20) points</b> .	20.00
			5	<b>Eleven (11) points</b> if the assistant assigned to the execution of the agreement has an intermediate level in Amharic.	11.00

**METHOD OF VALUATION**

For the valuation of the financial bid and the rest of the criteria that can be evaluated by the application of formulae, bidders must complete the statement form included in *ANNEX II.- FINANCIAL BIDS AND THE REST OF CRITERIA VALUABLE BY THE APPLICATION OF FORMULAE*.

**Criterion B.1**

In this section, the best economic proposal offered shall be evaluated, and a maximum of 49 points shall be assigned to it. The evaluation of the item will be carried out by applying the following formula:

$$\text{Offer points (A)} = \text{Maximum score} \times \frac{\text{Lowest bid}}{\text{Bid (A)}}$$

The resulting score for each bidder shall include up to two decimal places. The amounts offered by bidders may in no case exceed the amounts indicated in these specifications.

**Criterion B.2**

- **Professional experience in the field of medical equipment maintenance and facilities rehabilitation in Ethiopia:** Two (2) points for each year of professional experience in the field of medical equipment maintenance and facilities rehabilitation in Ethiopia in addition to the minimum required in the section corresponding to the allocation of personal resources, up to a maximum of twenty (20) points.
- **Professional experience in the Ethiopian public health system:** Two (2) points for each year of professional experience in the Ethiopian public health system, up to a maximum of twenty (20) points.
- **Languages:** Eleven (11) points if the assistant assigned to the implementation has an intermediate level of Amharic.





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The above criteria shall be accredited by means of a curriculum vitae, expressly stating each of the criteria to be assessed, identifying the training and years of experience for each of them.

**J. Composition of the recruitment bureau**

Member	Cargo
President	CSAI Foundation Project Control Manager
Secretary	CSAI Foundation Project technician
Vocal	National Health System Expert
Vocal	State Attorney

**K. Criteria for determining the existence of abnormal discharges**

**Objective parameters to identify tenders that are abnormal:**

In accordance with Section 149.b), and given that there are several award criteria that can be assessed, in order to evaluate the low value of the bid, bids that meet the following criteria will be considered as initially incurring disproportionate or abnormally low values:

When the percentage of the low bidding amount in the economic evaluation complies:

- a) When, in the case of a single bidder, it is lower than the Maximum Budget by more than 25 percentage units.
- b) Where there are two bidders, the bidder who is more than 20 percentage units lower than the other bidder.
- c) Where there are three or more bidder, those which are more than 20 percentage points lower than the arithmetic mean of the bids submitted.

In accordance with Section 149 of the Public Sector Agreements Act, when a proposal is identified that may be considered disproportionate or abnormally low, the bidder who submitted it will be given a hearing to justify the evaluation of the bid and to specify the conditions of execution of the agreement, the technical solutions adopted and the exceptionally favourable conditions available to it to execute the service, the originality of the services proposed, the respect for the provisions relating to employment protection and working conditions in force in the place where the service is to be carried out, or the possible obtaining of State aid.

The Recruitment bureau will make a proposal on those offers that are considered to be disproportionate or abnormal, which will be rejected.

**L. Outsourcing**

Tasks that cannot be outsourced are identified: YES / NO

Critical task list: Not applicable.

**M. Price review**

YES / NO

**N. Responsible for the agreement**

Director of the State Foundation, Health, Childhood and Social Welfare, F.S.P.

**O. Special implementation conditions of a social, ethical, environmental or other nature**

It is established as a special performance condition, being considered an essential contractual obligation for the purposes indicated in letter f) of Section 211 of the Public Sector Agreements Act, the elimination of paper as a support in any of the actions involved in the performance of the agreement, which must be carried out in a generalised manner by electronic means.

The CSAI Foundation may request at any time during the execution of the agreement, indications and means of proof that it deems appropriate to verify compliance with the special condition of execution, such as agreements, invoices, liability statements of measures implemented, etc.



**P. Place of performance of the agreement**

The implementation of the technical assistance will be carried out in the city of Addis Ababa, Ethiopia.

Presence is considered strictly necessary since the contractor will have to collect accurate data on the activities carried out during the execution of the project, which means that he must be able to be present at each of the locations where the project is to be carried out. In addition, it is necessary to take into account the communication difficulties that may arise due to the general lack of telematic means and mainly the scarcity of coverage networks when it comes to data collection and monitoring reports.

**Q. Transfer of personal data**

The execution of the agreement requires the transfer of personal data from the Foundation to the contractor:

YES / NO

Processing will consist of:

Specification of the processes to be carried out:

Collection	<input type="checkbox"/>	Modification	<input type="checkbox"/>
Structuring	<input type="checkbox"/>	Conservation	<input type="checkbox"/>
Extraction	<input type="checkbox"/>	Consultation	<input type="checkbox"/>
Communication by transmission	<input type="checkbox"/>	Broadcasting	<input type="checkbox"/>
Suppression	<input type="checkbox"/>	Interconnection	<input type="checkbox"/>
Destruction	<input type="checkbox"/>	Collation	<input type="checkbox"/>
Conservation	<input type="checkbox"/>	Limitation	<input type="checkbox"/>

Others:

In the event that the performance of the agreement requires the processing of personal data by the contractor on behalf of the Foundation, in addition to the formalisation of the main agreement, the Foundation and the contractor shall sign the relevant agreement for the processing of personal data, the latter having to provide at that time a liability statement indicating where the servers will be located and from where the services (if any) associated with the same will be provided, being obliged to inform the Foundation of any change that may occur during the life of the agreement with regard to the information provided in the aforementioned liability statement.

**R. Modification of the agreement**

A variation in a service agreement in which the price is determined by unit prices will not be considered a modification, and the number of units may be increased up to a percentage of 10 percent of the agreement price, without the corresponding modification file having to be processed, as long as this has been established in the particular administrative clauses and the corresponding financing has been accredited in the file.

Increase of up to 10% of the agreement price according to section 309 of the Public Sector Agreements Act: YES / NO

Modifications to the agreement are foreseen (Section 204 of the Public Sector Agreements Act): YES / NO

**S. Penalties**

**S.1 Non-performance due to defective execution:**

For defective performance of the service defined in the agreement, penalties of up to 10% of the agreement price shall be imposed, which shall be proportional to the degree of non-performance, in the following terms:

- Minor non-compliance: In the event of an annual non-compliance, a penalty of 3% of the agreement price will be imposed.
- Serious non-compliance: In the event of two or three annual non-compliances, a penalty of 6% of the agreement price will



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be imposed.

- Very serious non-compliance: In the event of more than three annual non-compliances, a penalty of 10% of the agreement price will be imposed.

## S.2. For delay:

For failure to meet the deadline, in whole or in part, a daily penalty shall be imposed at the rate of €0.60 per 1,000 euros of the agreement price, excluding VAT.

## T. Crediting and invoicing

All the services described in the technical specifications to be provided by the contractor under the terms established will be invoiced on a **monthly basis**. **Both the invoices and their payment will be made in euros, by means of the corresponding bank transfer, the cost of which is understood to be included in the agreement price.**

Payment for the work shall be made by means of a certificate issued within the first ten days of the month following the month to which the work corresponds, on presentation of an appraised list of the work carried out. Together with the valued list, the contractor must provide the monthly report specifying the work carried out in the month covered by the certification.

Invoices shall be issued in the format established by the Foundation, in all cases containing a breakdown of the applicable indirect taxes, indicating the title and file number of the Agreement (Exp. CSAI/04/2024).

## U. Information on the procedure

**U.1. Queries:** Any queries that bidders may have regarding the contracting procedure, the specifications or any other related matter must be made through the Public Sector Contracting Platform, where they will be made public so that all bidders are aware of them, based on the principle of equal treatment and transparency.

Binding nature of the responses to the queries: YES / NO

**U.2. Recruitment profile notice system:** to be informed of news related to the recruitment procedure, we suggest you use the recruitment profile notice system, which can be found through this link: <https://contrataciondelestado.es/wps/portal/plataforma>.

## V. Intellectual and/or industrial property rights

Applicable: YES / NO

## W. Documentation prior to the formalisation of the agreement

Applicable: YES / NO



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**i. GENERAL PROVISIONS**

**1. Introduction**

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The **F.S.P.** (hereinafter, the FCSAI Foundation or the Foundation) is constituted as a state public sector Foundation, of general interest in the field of health, social services, child protection and the promotion of equality, both in Spain and in third countries.

The Foundation has its own legal personality and full capacity to act, being able to carry out, consequently, all those acts that are necessary for the fulfilment of its aims, subject to the provisions of the legal system.

The Foundation aims to design, promote and carry out all those activities of collaboration and support to the functions that the General State Administration, its bodies and public law entities and in particular the Ministry of Health, carry out in the framework of health protection and health care, social cohesion and inclusion, family, child protection, care for dependent or disabled people, promotion of equality, consumption and social welfare, as well as the fight against all kinds of discrimination, against gender violence and against child poverty, at national and international level.

Its registered office is at Calle Sinesio Delgado, 6, Madrid. The Foundation will be able to operate both nationally and internationally. And it will do so particularly in those geographical areas with which Spain has strong cultural, historical and economic links, such as Latin America, Equatorial Guinea and the Mediterranean countries.

Bidders have access to the Foundation's Contractor Profile, [Contractor Party Profile – FCSAI](#)

On the State contracting platform: [Public Sector Contracting Platform \(contrataciondelestado.es\)](http://contrataciondelestado.es)

Where they can access all the information relating to the entity's contractual activity. The publication in the Foundation's Contractor Profile will have the effects foreseen in the Public Sector Agreements Act.

**2. Subject matter of the agreement**

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- i. The object of this agreement is the provision of the services described in section **A** of the Table of Specifications.
- ii. The coding expression corresponding to the nomenclature of the Common Procurement Vocabulary (CPV) is the one given in **section A** of the Table of Specifications.
- iii. The sets into which the subject matter of the agreement is divided are identified in the **section A** of the Table of Specifications.
- iv. The technical description of the service to be hired is included in the Technical Specifications (PPT).
- v. This specification and the specifications of the technical prescriptions shall be of a contractual nature.
- vi. The admission of variants or improvements is regulated in **section B** of the schedule of specifications.
- vii. The needs to be covered by the award of this agreement are those contained in section A of the PCAP, in the PPT and in the Supporting Memorandum.

**3. Legal regime of the agreement**

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The CSAI Foundation is included in the subjective scope of Law 9/2017 on Public Sector Agreements, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (LCSP, hereinafter) by virtue of the provisions of section 3.1. e), in its capacity as a Public Foundation. It is considered an Awarding Power other than the Public Administrations, in accordance with section 3.3.b. LCSP. Given the nature of the Foundation, this agreement will be considered a private agreement, in accordance with the provisions of Section 26.1 b) LCSP.

In accordance with this, the present contracting file and the agreement will be governed by the provisions of Book Three, Title I of the LCSP (sections 316 to 320).

Thus the preparation and awarding of the agreement will be governed by the provisions contained in Section 317 of the LCSP. As for the effects and termination of the agreement, it will be governed by the rules of private law and by the provisions of the LCSP indicated in Section 19.

The present Specific Terms and Conditions, the Technical Specifications, its annexes, budgets and conditions presented and accepted, as well as the rest of the documents relating to the bidding, are of a contractual nature. In the event of any discrepancy between these specifications and any of the aforementioned contractual documents, the former shall prevail over the latter. Ignorance of the



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agreement in any of its terms, of the annexed documents that form part of it, or of the documents or rules of any kind approved by the Foundation, which may be applicable in the execution of what has been agreed, will not exempt the contractor from the obligation to comply with them.

#### 4. Base budget for bidding agreement, estimated value and contract price

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- i. The base bidding budget is as set out in **section C** of the table of specifications. It represents the amount by which the cost of executing the agreement is valued without taking into account extensions or any eventual costs.
- ii. In accordance with Section 101 of the LCSP, the estimated value of the agreement is the total amount that the agreement may reach, not including Value Added Tax, payable according to the estimates of the contracting body, including any possible extensions and modifications that, where appropriate, are foreseen in **section C**.
- iii. The agreement price is the price resulting from the award, in accordance with the bid submitted by the contractor. When the award consists of one or more unit prices, the agreement price shall be the price resulting from applying these to the units actually executed, regardless of the amount of the award.
- iv. The economic bid must be expressed without including VAT, which will be charged, where applicable, on each of the invoices corresponding to the agreement. To this end, the contractor must specify in his offer as a separate item and the rate of VAT to be charged on the taxable base in the corresponding invoice, in accordance with the legislation in force at the time of issuing the invoice.
- v. The price of the Agreement will include all other taxes, fees and charges of any kind that may be applicable, as well as all expenses that may be incurred by the contractor as a consequence of the fulfilment of the obligations contemplated in these specifications and in the PPT.

#### 5. Existence of credit

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As required by Section 116 of the LCSP, it is accredited with a certificate issued by the Economic-Financial Directorate of this Foundation, which is included in the file, that there is sufficient and appropriate credit to meet the economic obligations arising for the Foundation from the fulfilment of this agreement.

#### 6. Term of the agreement

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The term of the agreement is the one indicated in **section D** of the table of specifications. In the same section, it shall be indicated whether the initial duration of the agreement may be extended. The starting date of the agreement shall be from the date of formalisation of the agreement document if nothing is indicated therein, or from the time or date indicated therein.

For the various stages into which the agreement may be broken down, partial deadlines may be established in the agreement, which shall also be set out in **section D** of the table of specifications.

## II. AGREEMENT PREPARATION

#### 7. Electronic media

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- i. In accordance with the provisions of the fifteenth and sixteenth additional provision of the LCSP, the processing of this offer implies the practice of notifications and communications as a result exclusively by electronic means.
- ii. The communications and notifications made during the hiring procedure and during the term of the agreement will be made by electronic means via the e-mail address that they designate in their proposal for notification purposes in accordance with the LCSP.

The periods to be counted from the notification shall be computed from the date of sending the notification or the notification notice, if by electronic appearance, provided that the act subject to notification has been published on the same day in the contracting profile of the contracting body. Otherwise, the periods shall be calculated from the date of receipt of the notification by the person concerned.

However, the time limits for notifications made in the special appeal procedure by the Central Administrative Court of Agreement Appeals shall in any case run from the date of dispatch of the notification notice.

The CSAI Foundation, in compliance with the principle of transparency in hiring and the effectiveness and efficiency of administrative action, will promote the use of electronic, computer and telematic means in this procedure.

Access to the public sector contracting platform is free of charge and allows consultation and downloading of the procedure specifications, electronic notifications, as well as the submission of proposals.



Bidders must sign by means of a qualified digital signature, validly issued by a Certification Service Provider and guaranteeing the identity and integrity of the document, the offer and all documents associated with it, where the signature of the agent is required, in accordance with the provisions of 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 and Law 6/2020 of 11 November regulating certain aspects of electronic trust services.

## 8. Capacity to hire. Technical and financial solvency

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- i. Natural or legal persons, Spanish or foreign, who meet the following conditions are authorised to participate in this bidding and to sign, where appropriate, the corresponding agreement:
  - To have legal personality and full capacity to act, in accordance with the provisions of Section 65 of the LCSP.
  - Is not involved in any of the causes for prohibition on hiring contained in Section 71 of the LCSP, which can be accredited by any of the means established in Section 85 of the LCSP.
  - Demonstrate the required solvency, in the terms set out in **section F** of the table of specifications and in accordance with the provisions of Section 90 of the LCSP.
  - Contractors, whether natural or legal persons, must also have the business or professional authorisation which, where applicable, is required for the performance of the activity or service which constitutes the object of the agreement and which is stated in **section E** of the table of specifications. Likewise, they must accredit that their purpose or activity is related to the object of the agreement and that they have an organisation with sufficient personnel and material elements for the proper performance of the agreement.
  - Have the necessary power of attorney to represent the bidder company.
  - Awarded companies agreements of surveillance, supervision, control and management of the execution of the services referred to in these specifications, as well as companies related to them, understood as those that are in any of the cases provided for in Section 42 of the Commercial Code, may not participate in the bidding.
  - In accordance with the provisions of Section 159 LCSP, all bidders who present themselves for biddings carried out through this simplified procedure must be registered in the Official Register of Bidders and Classified Companies of the Public Sector, or when appropriate, in accordance with the provisions of sub-paragraph 2 of Article 96 LCSP, in the Official Register of the corresponding Autonomous Community, on the final date for the presentation of bids, provided that competition is not limited. For these purposes, the proposal of the bidder who accredits having presented the application for registration in the corresponding Register together with the documentation required for this purpose will also be considered admissible, provided that this application is dated prior to the final date for presenting the bids. Accreditation of this circumstance will take place through the presentation of the acknowledgement of receipt of the application issued by the corresponding Register and a liability statement for having provided the mandatory documentation and for not having received a request for rectification.

However, in view of the characteristics and particularities of the services that make up the subject matter of the agreement, and in order not to limit competition, the provisions of the previous paragraph shall not apply in general to all bidders. The capacity and solvency requirements will be accredited in the manner stipulated in clause 15 of these specifications. The grounds related to the characteristics and particularities of the services that make up the subject matter of the agreement are included in the attached report.

**Circumstances relating to capacity, solvency and the absence of prohibition on hiring must be present at the end of the date of submission of bids and subsist for the entire term of the agreement.**

- ii. The capacity to operate of Spanish companies will be accredited by means of a notarised or administratively certified copy of the deed of incorporation or modification or by means of the deed of incorporation or modification registered in the Mercantile Register, when this is necessary in accordance with trade legislation. When this is not the case, it shall be accredited by means of the deed or document of incorporation, articles of association or founding register, indicating the rules governing its activity, registered, where appropriate, in the corresponding official register. It is also necessary to provide the company's tax code.

Documents accrediting representation:

- iii. Those appearing or signing proposals on behalf of someone else must present a sufficient power of attorney for this purpose in the form of the original power of attorney or notarial evidence of the original power of attorney. If the bidder is a legal entity, this power of attorney must be registered in the Mercantile Register. If it is a power of attorney for a specific



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act, it is not necessary to register it in the Mercantile Register, in accordance with section 94.1.5 of the Mercantile Register Regulations.

- iv. The original document certifying the signatory's representation may be replaced by a certified or notarised copy, provided that the date of the certification is after the date of the request for bid and that the certification has been made on the original document.
- v. Notwithstanding the provisions of the above paragraphs, in the case of a notarised or certified copy dated prior to the request for bid, a liability statement must be made by the agent stating that the power of attorney provided is valid at the time of submitting the bid.
- vi. Whether the entrepreneur is a natural person or the company, its administrators and representatives if it is a legal person, must not be subject to the prohibitions on hiring set out in Section 71 of the LCSP, which will expressly include the circumstance of being in good standing and Social Security obligations imposed by the provisions in force. This is without prejudice to the need to accredit these circumstances in the terms provided in Section 72 of the LCSP, other applicable regulations of the General Regulations of the Public Administration Contracts Act and this Folder.

The capacity to operate of Spanish companies shall be proved by the presentation of the articles of incorporation.

The capacity to operate of non-Spanish companies from Member States of the European Union or signatories to the Agreement on the European Economic Area must be attested by registration in the appropriate professional or trade registers of their Member State of establishment or the presentation of an affidavit or one of the attestations listed in Annex XI of Directive 2014/24/EU.

The capacity to act of foreign companies from States that are not members of the European Union or signatories of the Agreement on the European Economic Area will be accredited by providing a report issued by the permanent diplomatic mission or by the Spanish Consular Office of the place of residence of the company, in which, after the accreditation of the company, they are registered in the local professional, commercial or similar register, or, failing this, that they habitually act in local traffic in the field of the activities covered by the subject matter of the agreement. They must also present a report on the permanent diplomatic mission of Spain or from the General Secretariat for Foreign Trade, which proves that the State of which they are nationals has signed the World Trade Organisation (WTO) Agreement on Public Procurement, provided that they are agreements subject to harmonised regulation -with an estimated value equal to or greater than 215,000 euros- or, otherwise, the reciprocity report mentioned in Section 68 of the LCSP.

- vii. Companies which have participated in the preparation of technical specifications or preparatory documents for the agreement or have advised the awarding body during the preparation of the recruitment procedure may participate in the bidding, provided that their participation does not disrupt the proper conduct of the bidding.

## 9. Guarantees

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### 8.1. Definitive Guarantee

- i. The **final guarantee, in accordance with section G** of the table of specifications of the agreement, must be constituted for the amount established in any of the forms established in Section 108 of the LCSP and must be formalised, in person, before the Foundation itself or by electronic means.

In the event of being constituted by means of a guarantor or guarantee insurance policy, the models included as **Annexes III-A and III-B**, respectively, of these specifications must be used.

The definitive guarantee will respond to the concepts mentioned in Section 110 of the LCSP.

The definitive guarantee will not be returned or cancelled until the guarantee period has expired and the agreement in question has been satisfactorily fulfilled, or until the termination of the agreement is declared without fault on the part of the contractor. The return and cancellation of the guarantees will be carried out in accordance with the provisions of sections 111 of the LCSP and 65.2 and 3 of the General Regulations of the Public Administration Contracts Act.

- ii. In the case of temporary joint ventures, the definitive guarantee may be constituted by one or more of the participating companies, provided that together they reach the amount required in **section G** of the table of specifications.
- iii. The definitive guarantee shall cover the following items:
  - a. Of the obligation to formalise the agreement on time, in accordance with the provisions of Section 153 of the LCSP.
  - b. Of the penalties imposed on the contractor.



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- c. Of the correct execution of the services contemplated in the agreement, including the improvements that, offered by the contractor, have been accepted by the contracting body.
  - d. Of the costs incurred by the Foundation as a result of the contractor's delay in fulfilling his obligations.
  - e. Of the damages caused to it as a result of the execution of the agreement or its non-performance, if the agreement cannot be terminated.
  - f. Of the seizure that may be decreed in cases of termination of the agreement, in accordance with what is established therein or in the LCSP.
  - g. The existence of defects in the performance.
- iv. If the agreement price changes as a result of a modification of the same, the guarantee provided shall be adjusted to be in due proportion to the agreement price resulting from the modification.
  - v. When, as a result of the modification of the agreement, its total value suffers variation, the guarantee provided must be adjusted to the amount necessary for the appropriate proportion between the guarantee and the budget of the agreement in force at a given time, within fifteen days from the date on which the company is notified of the modification agreement. For these purposes, price variations that occur as a result of a revision of this in accordance with the LCSP in the chapter relating to the revision of prices in public sector agreements will not be taken into account.
  - vi. When the penalties or compensation required of the company awarded the agreement become effective in the guarantee, it must resubmit or extend the guarantee within fifteen days of execution.
  - vii. If the guarantee does not comply with the cases mentioned in the previous paragraph, the contracting authority may terminate the agreement.
  - viii. In accordance with the provisions of Section 111 of the LCSP, the definitive guarantee will be returned or cancelled once the guarantee period has expired and the agreement has been successfully fulfilled, or the termination for reasons not attributable to the contractor.

In the event that the Agreement is divided into sets, the final guarantees shall be submitted only in respect of the sets awarded.

## 8.2. Supplementary guarantee

If expressly provided for in Section **G** of the table of specifications, the contracting authority may establish an additional guarantee of up to 5 percent of the agreement award amount, in addition to the definitive guarantee, and the total guarantee may amount to 10 percent of the agreement price.

For all purposes, this guarantee shall be considered the definitive guarantee. This additional guarantee shall be required in all cases when the award is made to an employer whose proposal includes abnormal values. In the event that the penalties or indemnities required of the contractor are paid on the definitive guarantee, he must replace or extend the guarantee, in the corresponding amount, within fifteen days of the execution, failing which the agreement will be cancelled.

**A definitive guarantee** is not required, **in accordance** with the provisions of **section G** of the table of specifications of the agreement, and in accordance with the reasons set out in the supporting memorandum that is part of the file.

## III. THE BIDDING

### 10. Award procedure

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The form of the dossier and the procedure for awarding the agreement shall be as laid down in **section A** of the table of specifications.

### 11. Award criteria

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The award shall be made to the bidder company which, overall, makes the best bid in accordance with the award criteria specified in **section I** of the table of specifications.

### 12. Submission of bids

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Bidder companies must submit the documentation comprising their bids in one (1) electronic envelope-file, within the maximum period indicated in the invitation to tender:

- **Single envelope:** administrative documentation, technical documentation explaining how the agreement is to be executed in accordance with the requirements of the PPT (report, if required) and the documentation corresponding to the accreditation of the criteria evaluated by the application of mathematical formulae, both technical and





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economic.

The admissible electronic document format is mainly PDF, without prejudice to the fact that for some specific bid documents in spreadsheet (Excel) or other formats are requested.

### **Confidentiality**

When the circumstances established in Section 133 of the LCSP apply, bidders may designate one or several documents provided as confidential. This circumstance must be clearly reflected (overprinted, in the margin or in any other way) in the document itself designated as such. For these purposes the Foundation may not disclose the information provided by the employers to which this character has been given.

Concerned parties may obtain the Specific Administrative Clauses and Technical Specifications in the Foundation's contracting profile:

[Contracting Profile - FCSAI](#) and on the public sector procurement platform (PLACSP).

**The contracting authority shall communicate the bidders via the e-mail address they specify in their proposal for the purpose of notifications.**

Bidders must indicate an e-mail address (Section 140 of the LCSP).

- i. Concerned parties in the bidding procedure may request additional information on the specifications and other supporting documents from the contracting authority, provided that such a request has been made at least 12 days before the deadline for submission of bids, or within the deadline indicated in the agreement notice. The contracting authority shall provide the requested information at least 6 calendar days before the deadline for submission of bids.
- ii. Proposals are secret and their submission implies unconditional acceptance by the bidding company of the contents of the PCP, the PPT, as well as authorisation for the contracting entity to consult the data contained in the Official Register of Bidders and Classified Companies in the public sector, or the official lists of economic operators of a Member State of the European Union.
- iii. Bids will not be accepted if they contain omissions, errors or defects that prevent a clear understanding of everything that the Foundation considers fundamental to the bid, or which, when required, do not specify the personnel or material resources to be assigned to the execution of the Agreement.
- iv. Each bidding company may not submit more than one proposal. Nor may it subscribe to any
- v. proposal in a joint venture with others if it has done so individually or appears in more than one joint venture. Violation of these rules will result in the non-admission or exclusion of any of the proposals that have been subscribed.
- vi. The bidder may not withdraw his offer and if he does so unjustifiably, he shall be obliged to pay compensation for any damages that may have been caused to the Foundation due to his non-compliance. The bid of the contractor shall be valid for the term of the agreement.

### **13. Contents of the envelopes**

#### **CONTENTS OF SINGLE ENVELOPE - GENERAL DOCUMENTATION (PERSONALITY, CONTRACTUAL CAPACITY AND SOLVENCY) AND DOCUMENTATION ACCREDITING THE CRITERIA EVALUATED BY FORMULAE.**

a) The documentation accrediting the contractor's capacity does not have to be provided initially in this envelope, being substituted by the **liability statement** related to Section 159.4.c) of Law 9/2017 on Public Sector Agreements and which is set out in this Folder as **Annex I**, through which they declare the following:

- That the company is validly constituted and that, in accordance with its corporate purpose, it can apply for the bid, as well as that the signatory of the Liability Statement has the due representation to present the proposal and the Liability Statement itself.
- That they meet the requirements of economic, financial, technical and professional solvency, in accordance with the minimum requirements demanded in this Folder, and that they undertake to dedicate or assign to the execution of the agreement the sufficient staff and/or material means indicated in **section F.2** of the table of specifications. This commitment is an essential obligation.
- That it is not prohibited from hiring.
- Companies linked to the same corporate group that have apply for the bid or, where applicable, an indication that no other



company linked to the corporate group has applied for a bid. Companies linked to a corporate group are understood to be companies that are in one of the situations listed in Section 42.1 of the Commercial Code.

- That it complies with the rest of the established requirements, which can be accredited by means of the Liability Statement.

Likewise, **Annex I** must include the designation of the name, surname(s) and Tax Identification Number of the person or persons authorised to access electronic notifications, as well as the e-mail addresses where notifications can be received, in accordance with clause 5 of this folder. In order to guarantee the receipt of electronic notifications, it is recommended that more than one person authorised to receive them be designated, as well as several e-mail addresses where notifications of those made available can be received.

In addition, bidder companies must indicate in the Liability Statement, where applicable, the information regarding the person or persons authorised to represent them in this bid.

The Liability Statement must be submitted signed by the person or persons having the appropriate representation of the company to submit the proposal.

In the event that the bidding company uses the solvency and means of other companies in accordance with the provisions of Section 75 of the LCSP or intends to outsource part of the service as an externalisation of the same, it must indicate this circumstance in the Liability Statement and each of the outsourcing companies must submit a Liability Statement.

Bidding companies that appear in a national database of a Member State of the European Union, such as a virtual company file, an electronic document storage system or a pre-qualification system, free of charge, only have to provide in the Liability Statement the information that does not appear in these bases. Thus, companies registered in the Official Register of Bidders and Classified Companies in the Public Sector (ROLECSP), in addition to submitting the certificate of registration in the same, are only obliged to indicate in the Liability Statement the information that is not registered in these registers, or that is not valid or up to date. In any case, these companies must indicate in the Liability Statement the necessary information that allows the awarding body, where appropriate, to access the corresponding supporting documents or certificates.

The submission of the documentation justifying compliance with the requirements of this specification, compliance with which has been indicated in the Liability Statement, must be accredited by the company proposed as the contractor.

However, the contractor entity may ask bidder companies to submit all or part of the documentation justifying compliance with the prerequisites, when it considers that there is reasonable doubt as to the validity or reliability of the Liability Statement or when it is necessary for the proper conduct of the procedure. However, the bidder company that is registered in the Official State Register of Bidders and Classified Companies or that appears in a national database of a Member State of the European Union with free access, is not obliged to submit the documents that justify that or other documentary evidence of the data registered.

**b) Foreign companies must complete the statement to submit to the jurisdiction of the Spanish Courts and Tribunals, for all incidents that may directly or indirectly arise from the Agreement, waiving, if applicable, any foreign jurisdiction that may correspond to the bidder. This statement is included in **Annex I** of this folder.**

**c) Liability statement of the workers on the staff with disabilities and the percentage of temporary agreements:** In accordance with the provisions of Section 147 of the LCSP, where applicable, the bidding companies will submit a statement of having an employment relationship with people with disabilities in a percentage greater than 2% and the percentage of temporary agreements, in the event that there is a tie in the score of the bids presented, in accordance with **Annex I**.

If the technical report submitted shows non-compliance with one or more of the minimum technical requirements set out in the PPT, the bidder will be excluded.

**d) Financial bid and other criteria that can be assessed by applying formulae,** by filling in the model included in **Annex II**. The bid may not exceed the bidding budget or the unit amounts.

The price offered includes all necessary expenses arising from the agreement and its proper execution.

Bidders whose financial Proposals do not comply with the model attached as **Annex II** will not be accepted.

**e) Curriculum vitae,** duly signed, expressly stating each of the criteria assessed in **section I** of the table of specifications of the Administrative Terms and Conditions, identifying the training and years of experience for each of them.

#### **Technical references**

The bidder must also include any other documents which are expressly indicated in the Technical Specifications and which make it possible to verify that the bid complies with the required technical specifications, but which will not be assessed.



Bidder companies may indicate which information in Envelope 1 they consider to be confidential. Confidentiality concerns, inter alia, technical or commercial secrets, confidential aspects of bids and any other information whose content could be used to distort competition, whether in this or subsequent bidding procedures.

#### 14. Development of the procedure

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- i. The Recruitment Bureau, in a private session, will examine and qualify the formal validity of the general documentation contained in the **single envelope**, and will agree to admit the bidding companies whose documentation is complete and complies with all the requirements. In the event that there are bidding companies whose documentation has been submitted with defects or omissions and provided that these can be rectified, the concerned parties will be notified so that they can rectify the errors detected, granting them a period of 3 calendar days to present the rectified documentation, in accordance with Section 141 of the LCSP. The bidding companies affected must correct the defects; if they fail to do so, they will be definitively excluded from this contracting procedure.
- ii. Once the Recruitment Bureau has assessed the general documentation and, if applicable, corrected any defects or omissions detected, it will proceed to assess the documentation relating to the award criteria quantifiable by the mere application of formulae of the bids accepted, awarding the corresponding points.
- iii. The Bureau will proceed to the reasoned rejection of proposals that do not comply with the established requirements, exceed the base bidding budget or the unit amounts if applicable, substantially vary the established proposal models, make a manifest error in the amount of the proposal, or if the bidder's proposal is found to contain an error or inconsistency that makes it unviable.

The existence of errors in the economic proposals of the bidder companies shall imply exclusion from the contracting procedure, when the principle of equality may be affected, as these errors make it impossible to determine with certainty what the price actually offered is, thus preventing the evaluation of the bid.

In the event of a tie between two or more bids after the evaluation, the tie shall be resolved by applying the following social criteria in order, referring to the time of the deadline for submission of bids:

- a) Higher percentage of workers with disabilities or in a situation of social exclusion in the staff of each of the companies, giving priority, in the event of equality, to the greater number of permanent workers with disabilities in the staff.
- b) Lower percentage of temporary agreements in the staff of each of the companies.
- c) Increased percentage of women employed in the staff of each of the companies.

The Recruitment Bureau may request any technical reports it deems necessary before submitting its proposal for awarding. It may also request these reports when it considers it necessary to verify that the bids comply with the technical specifications of the PPT. Proposals that do not comply with these requirements will not be evaluated.

It may also request reports from the social organisations of the users receiving the service, organisations representing the scope of the activity to which the subject matter of the agreement corresponds, trade union organisations, gender equality organisations and other organisations to verify social and environmental considerations.

The Recruitment Bureau shall be made up of the persons listed in **section 0** of the table of specifications.

#### 15. Ranking of bids and documentation requirements prior to award

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- I. The overall evaluation of the bids will be the result of adding the points obtained in the different criteria.
- II. In accordance with the provisions of Section 150 of the LCSP, the Recruitment Bureau will classify, in decreasing order, the propositions submitted and which have not been declared disproportionate or abnormal, proposing the award of the agreement to the one considered most economically advantageous.
- III. Once the proposal of the Bureau has been accepted by the contracting body, the corresponding services will request the bidder company proposed as the contractor to submit, within a maximum period of seven (7) working days from the next working day following receipt of the request, the supporting documentation indicated below that accredits envelope 1 as administrative documentation, or the only one.

The bidder company that has submitted the best bid must submit the following documentation:

**As regards proof of capacity and solvency, the following documents must be provided:**

- a) Documentation accrediting the bidder company's personality and capacity, in accordance with clause 6 of this folder.

a.1.) Entity with legal personality: If the bidder is a Spanish company, accreditation shall be by deed or document of incorporation, articles of association or founding register, indicating its corporate purpose or activity, as well as the rules



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governing said legal entity and any amendments to said documents, duly registered, where applicable, in the corresponding public register, depending on the type of legal entity in question, and a certified copy of the Spanish Identity Document.

In addition, legal entities must have a purpose, object or sphere of activity, in accordance with their articles of association or founding rules, related to the object of the agreement. Likewise, and in the case of a professional company, its members must have the business or professional power of attorney that, where applicable, is necessary for the performance of the activity in accordance with the regulations in force.

A non-certified copy of the deed of power of attorney in favour of the person acting as agent or legal representative, as well as his/her tax identification number and certificate of registration in the Mercantile Register.

a.2.) Natural person: If the bidding company is a Spanish natural person, the aforementioned accreditation will be made by presenting the Spanish Identity Document or document that replaces it, and the Tax Identification Number, if it is not included in the aforementioned Spanish Identity Document. Accreditation will also be required, where applicable, of the name under which the company operates in commercial transactions. In the case of a foreign natural person, this will be accredited by means of a document equivalent to the Spanish Identity Document/Tax Identification Number.

In addition, the persons must have the business or professional powers of attorney that, where applicable, are necessary for the performance of the activity in accordance with the regulations in force.

a.3.) Community company or Member States of the European Economic Area: They shall have the capacity to hire with the non-Spanish legal or natural entity of the Member States of the European Union or of the European Economic Area that, in accordance with the legislation of the State in which they are established, are authorised to carry out the service.

The working capacity of these companies shall be accredited by their entry in the register of the legislation of the State in which they are established, or by the presentation of an affidavit or certificate, as referred to in paragraph 1 of Annex I to Royal Decree 1098/2001 of 12 October.

Where the law of the State in which these companies are established requires special authorisation or membership of a particular organisation in order to fulfil the subject matter of the agreement, they must demonstrate that they meet this requirement.

a.4.) Other foreign entrepreneurs: Natural or legal persons from States that do not belong to the European Union or are not signatories to the Agreement on the European Economic Area must justify this by a report from the respective Spanish Permanent Diplomatic Mission in the corresponding State or from the consular office in the territorial area in which the domicile of the entrepreneur is located, registered in the local professional, commercial or similar register, or that they act regularly in local traffic within the scope of activity to which the object of the agreement extends. Likewise, they must submit a report of compliance with the state of origin of the foreign company that admits the participation of Spanish companies in the hiring with the administration and bodies or entities of the public sector assimilated to those related to Section 3 of the LCSP, in a substantially similar manner.

a.5.) Signatory of the bid: If the bidder acts through a representative or is a legal entity, it is necessary to provide:

- Power of attorney, duly recorded in the corresponding Public Register.
- Spanish Identity Document and Tax Identification Number of the representative and signatory of the financial bid.

a.6.) Solvency: All the documentation proving compliance with the technical and financial solvency criteria required in **section F** of the table of specifications.

Where the contractor is a newly created company and the agreement is not subject to harmonised regulation, meaning a regulation less than five years old, its technical solvency shall be demonstrated by one or more of the means set out in Section 90(b) to (i).

**With regard to the fulfilment of tax and social security obligations, the following documents must be provided:**

- a) Registration in the Business Tax, under the epigraph corresponding to the subject matter of the agreement, and the last invoice, provided that it carries out activities subject to said tax and not exempt from said tax.
- b) Favourable certificate, issued by the competent body, to be up to date in the fulfilment of the obligations with the Social Security Institute.
- c) Administrative certification from the Tax Agency of the Treasury Department certifying that they are in good standing.

In the event that the company proposed as bidder is foreign, the documents indicated in sections a), b) and c) above shall be accredited by a liability statement reflecting these points, or by equivalent documentation, in accordance with the State to which the



company or natural person belongs.

**Working people with disabilities:**

Bidders with a number of 50 or more workers on their staff are obliged to have at least two percent of workers with disabilities or to adopt the alternative measures provided for in Royal Decree 364/2005, of 8 April, which regulates the exceptional alternative fulfilment of the reserve quota in favour of workers with disabilities. To this end, they must, in any case, provide a certificate from the company stating both the overall number of workers and the specific number of workers with disabilities in the company.

In the case of having opted for compliance with the alternative measures provided for by law, they must provide a copy of the dispensation and a statement of the specific measures applied.

Likewise, they must state in the aforementioned certificate the percentage of permanent workers with disabilities that they have on their staff, for the purposes of the provisions established for cases of a tie in the clause relating to the selection of bids.

Bidders with fewer than 50 employees must in any case submit a certificate attesting to the number of workers on their staff.

The aforementioned certificates shall be certified in accordance with the model set out in **Annex I**.

**Promotion of equality between women and men:**

In accordance with the provisions of Section 45 of Organic Law 3/2007, of 22 March, for the effective equality of women and men, they must accredit the drawing up and effective application of the Equality Plan provided for therein:

- Bidders with more than 50 workers.

To this end, bidders shall accredit the drawing up, application and effective validity of the aforementioned Plan, among others, by one of the following means:

- A copy, which is authentic or attested in accordance with the legislation in force, of the original text of the Equality Plan signed by the members of the negotiating committee.
- A copy, which is authentic or attested in accordance with the legislation in force, of the Minutes of the negotiating committee approving the Equality Plan, supported by the parties that sign it.
- Statement of the company's representative indicating the publication reference of the Equality Plan or of the Agreement in which it is included in the corresponding official gazette.
- The bidder must have the "Equality in the Company" badge and it must be in force.

Notwithstanding the foregoing, in the event that the validity or effective implementation of an Equality Plan is in doubt for the Recruitment Bureau (e.g. the term is not stated or has already elapsed without it being known whether or not it has been extended), the bidder may also be asked to submit a statement that it is effectively implementing the Equality Plan signed by the representatives of the company and of the workers.

The Plan will set out the specific equality objectives to be achieved, the strategies and practices to be adopted for their attainment, as well as the establishment of effective systems for monitoring and evaluating the objectives set.

- IV. Once the bidding company that has submitted the best bid has provided the required documentation, the Bureau will qualify it. If it is observed that there are defects or errors that can be rectified in the documentation, the affected company must be notified so that, in accordance with Section 81 of the General Regulations of the Public Administration Agreements Act (RGLCAP), it may correct or rectify them within a maximum period of 3 working days.

Requests for correction will be made through the functionality of the *Sobre Digital* tool, which will send an email to the address or addresses indicated by the bidding company or companies in the registration form, with the link to access the space in the tool where they must provide the corresponding documentation.

Such modification requests shall be communicated to the company by electronic communication in accordance with clause 7 of this specification.

In the event that the documentation requirement is not properly fulfilled within the specified period, or within the period indicated by the contracting body, the bidding company will be understood to have withdrawn its bid and will proceed to demand the same documentation from the next bidding company, in the order in which the bids have been classified. This implies the demand for the amount of 3 percent of the base bidding budget, excluding VAT, as a penalty, which will be effective in the first place against the definitive guarantee that, if applicable, had been constituted and, furthermore, may lead to the company being declared prohibited from hiring for the cause set out in Section 71.2 of the LCSP.

Likewise, the possible misrepresentation in the initial liability statement or in other statements may give rise to the cause of the prohibition on hiring with the public sector foreseen in Section 71.2.a of the LCSP.



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- V. The awarding body shall decide on the award of the agreement provided that the company has submitted the required documentation and has lodged the definitive guarantee within 5 days.
- VI. The award of the agreement shall be notified to the candidates or bidders and, at the same time, published on the State platform:

[https://contrataciondelestado.es/wps/portal/lut/p/b1/hY3LDolwFAW\\_hQ8w94K1wLLKQ4wPClqhG9KoMSVWDRo1fL1o3Kpnd5LJDEgoCfFsdDxCoQB5VDe9V1d9OqoDICCiwzERcpb4fYyzNERnmLmURlvulgijHtrodreFJRRlqrz2zrNN3vDa5fdry3He8Lt98W0R8ZAFIWoMt14dSb960YF1h5Qdgl\\_G8L9BvpFBf0TERKQ0T2LEZBwF05U9wNihH-BHYj4mR0YqXtIgtVhVlUJEJWAVtA!!/dl4/d5/L2dBISevZ0FBIS9nQSEh/pw/Z7\\_AVEQAI930GRPE02BR764FO30G0/act/id=0/p=javax.servlet.incluce.path\\_info=QCPjspQCPUOEPerfilCompDetail.jsp/485801422232/-/](https://contrataciondelestado.es/wps/portal/lut/p/b1/hY3LDolwFAW_hQ8w94K1wLLKQ4wPClqhG9KoMSVWDRo1fL1o3Kpnd5LJDEgoCfFsdDxCoQB5VDe9V1d9OqoDICCiwzERcpb4fYyzNERnmLmURlvulgijHtrodreFJRRlqrz2zrNN3vDa5fdry3He8Lt98W0R8ZAFIWoMt14dSb960YF1h5Qdgl_G8L9BvpFBf0TERKQ0T2LEZBwF05U9wNihH-BHYj4mR0YqXtIgtVhVlUJEJWAVtA!!/dl4/d5/L2dBISevZ0FBIS9nQSEh/pw/Z7_AVEQAI930GRPE02BR764FO30G0/act/id=0/p=javax.servlet.incluce.path_info=QCPjspQCPUOEPerfilCompDetail.jsp/485801422232/-/)

#### **16. Bids with abnormal or disproportionate values**

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The determination of bids with abnormal values must be carried out in accordance with the limits and objective parameters set out in **section K** of the table of specifications.

In the event that one or more of the bids submitted are presumed to be abnormal, the Recruitment Bureau shall require the company or companies that submitted them to justify in detail the low level of prices, or costs, or any other parameter on the basis of which the anomaly of the bid has been defined. For this reason, the Bureau shall require from the bidder company or companies such details as it deems appropriate concerning the viability of the bid and the relevant justifications. The bidding company(ies) will have a period of 5 working days to submit the information and documents that are relevant for these purposes.

After the deadline, if the Recruitment Bureau does not receive the information and supporting documentation requested, it will be notified by the awarding body and the proposal(s) will be considered ineligible and will be excluded from the procedure.

If the Recruitment Bureau receives the information and supporting documentation requested within the deadline, it will evaluate and submit the corresponding proposal for acceptance or rejection of the proposal, duly motivated, to the contracting body, so that it may decide whether to accept the bid(s), because it considers its viability to be accredited, or otherwise to reject it.

The contracting body shall reject bid(s) that are presumed to be abnormal if they are based on assumptions or practices that are inappropriate from a technical, economic or legal point of view. Likewise, it will reject the bids if it verifies that it/they are abnormally low because they infringe or do not comply with the applicable environmental, social or labour, national or international obligations, including non-compliance with the current sectoral collective agreements, in application of the provisions of Section 201 of the LCSP.

#### **17. Decision not to award or execute the agreement and withdrawal from the procedure**

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Before the agreement is formalised, the contracting authority may withdraw from the award procedure or may not award or execute an agreement for which the corresponding call for proposals has been issued.

A decision not to award or execute the agreement may be taken only for duly justified reasons of public interest. A new bidding for the same subject matter may not be launched as long as the reasons invoked persist.

Withdrawal of the procedure must be based on a non-remediable infringement of the rules governing the preparation of the agreement or those governing the award procedure, and the grounds must be substantiated in the file. Withdrawal shall not preclude the immediate launch of a bidding procedure.

In any case, the decision not to award or execute the agreement or the withdrawal from the procedure must be notified to the candidates or bidders.

### **IV. FORMALISATION OF THE AGREEMENT**

#### **18. Formalisation of the agreement**

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- i. If the agreement is subject to a special appeal in procurement matters, the agreement may not be concluded before 15 working days after the notification of the award has been sent to the bidders and candidates, otherwise the agreement must be concluded within 15 working days following the award of the agreement.

Once the period provided for in the previous paragraph has elapsed, without any appeal having been lodged or without any indication of the suspension of the agreement, the awardee company must formalise the agreement within a maximum period of 5 calendar days from the day following receipt of the requirement.

The agreement shall be formalised in the corresponding private document and, where appropriate, in Public Deed, if so deemed appropriate by at least one of the parties, with all expenses arising from the execution of the deed being in charge of the party requesting it.



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- ii. If the agreement is not formalised within the period indicated in the previous section for reasons attributable to the awardee company, the amount of 3 percent of the base bidding budget, excluding VAT, will be demanded as a penalty, which will be effective first against the definitive guarantee, if it has been constituted. In addition, this may give rise to a prohibition of the company on hiring, in accordance with Section 71.2 b of the LCSP.

If the agreement is not concluded within the specified time limit for reasons attributable to the awarding authority, the bidder may claim damages for any loss or damage caused by the delay.

In the event that the agreement cannot be formalised with the bidder, it will be awarded to the next company in the order in which the bids were rated, on submission of the documentation mentioned in the thirteenth clause, with the deadlines set out in the previous sections being applicable.

- iii. In the event that the bidder has appeared itself as a Temporary Joint Venture, the agreement will not be formalised until the bidder company delivers to the Foundation the public deed of incorporation of the Temporary Joint Venture, as well as the corresponding Tax ID number, with the entrepreneurs making up the Joint Venture being jointly and severally liable to the Foundation, who must appoint a sole Representative or Agent, with sufficient powers to exercise the rights and fulfil the obligations arising from the agreement until its termination, without prejudice to the existence of joint powers that may be granted by the companies for collections and payments.
- iv. The content of the agreement will be that established in sections 35 of the LCSP and 71 of the RGLCAP and will not include any clause that implies the alteration of the terms of the award.
- v. In the event that the execution of the agreement requires the processing of personal data by the contractor on behalf of the Foundation, prior to the formalisation of the agreement, the awardee company shall present a liability statement in which it states where the servers are going to be located and from where the services (if any) associated with the same are going to be provided, being obliged to inform the Foundation of any change that may occur during the term of the agreement with regard to the information provided in the said liability statement. For this purpose, the model included in **Annex I** may be used.

If bidders intend to outsource the servers or the services associated with them, they must indicate in their bid the name or company profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors who will be entrusted with their performance.

- vi. The agreement will be perfected with its formalisation and this will be an essential requirement in order to be able to start the execution of the agreement.
- vii. The notice of formalisation, together with the agreement, shall be published within no more than fifteen days of its improvement in the contracting profile.

## V. EXECUTION OF THE AGREEMENT

### 19. Special environmental, social, ethical or other performance conditions

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In accordance with the provisions of Section 202 of the LCSP, **section O** of the table of specifications establishes the special conditions for the execution of this agreement of a social, ethical, environmental or other nature.

Likewise, in the event that the execution of the agreement involves the transfer of data by the Foundation to the contractor, the latter's obligation to submit to the national and European Union regulations on data protection specified in Clause 15 of this PCP shall in any case be a special condition of execution.

Both the special conditions of execution of the agreement as indicated in **section O** of the table of specifications and the obligation to comply with the data protection regulations indicated in the previous paragraph are essential contractual obligations, and for these purposes are grounds for termination of the agreement.

### 20. Execution and supervision of the agreement

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- i. The Foundation will designate a person responsible for the agreement who will be responsible for supervising its execution, adopting the decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed service.
- ii. The agreement shall be executed strictly in accordance with the clauses contained in this document and in the Technical Specifications, and following the instructions given to the awardee company by the agreement manager mentioned in clause 21 of this PCP.
- iii. The contracting entity shall carry out inspection, verification and surveillance for the proper performance of the agreement and may issue appropriate instructions for its proper fulfilment.



- iv. During the performance and until the guarantee period has expired, the contracting company is liable for any defects that may become apparent.

## 21. Fulfilment of the agreement

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The Agreement shall be deemed to have been fulfilled by the bidder when the latter has carried out, in accordance with the terms of the Agreement and to the satisfaction of the Foundation, the entirety of its object.

From this moment onwards, the agreement guarantee period starts to be calculated, provided that this period is determined in **section H** of the table of specifications.

Likewise, in the event of any non-performance of the Agreement by the bidder that affects the normal development of the Foundation's activity, the Foundation shall be empowered to hire with another supplier that part of the Agreement that is affected, being able to pass on to the bidder the amount that, if applicable, the Foundation would have to pay more than that agreed in the Agreement with the bidder.

At the time of execution of the service, the Foundation may sign the appropriate receipt, work report, acknowledgement of receipt or similar. This receipt, work report, acknowledgement of receipt or similar does not imply definitive acceptance of the service provided, as it will be necessary for the Foundation to verify that the services provided are in accordance with the terms of the agreement. Approval of the correct execution of the total or partial execution of the agreement, and its payment, will be carried out by the Foundation within 30 calendar days of the bidder delivering its invoice to the Foundation, and the latter must deliver it within a maximum period of 30 calendar days from the complete total or partial execution of the agreement.

## 22. Responsible for the agreement

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The persons identified in **section N** of the table of specifications are designated as **the persons in charge of** the agreement, who will perform the following functions:

- Supervise the execution of the agreement, take the necessary decisions and issue the necessary instructions to ensure the correct performance of the service, always within the powers granted by the awarding body.
- Adopt the proposal on the imposition of penalties.
- Issue a report determining whether the delay in execution is due to reasons attributable to the contracting company.

The instructions given by the responsible for the agreement form the obligations for the execution of the agreement together with its key and specifications.

## 23. Obligations of the bidder company

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- i. The bidder company is obliged to perform the agreement within the time and at the place specified in this folder, in the technical specifications, in the agreement or in accordance with the instructions given to it by the competent body of the awarding body.
- ii. The bidder is responsible for the technical quality of the work performed and the services rendered, as well as for the consequences for the bidder authority or third parties resulting from omissions, errors, inappropriate methods or incorrect conclusions in the execution of the agreement.
- iii. The bidder is obliged to provide the technical equipment and material, as well as the auxiliary and human resources; all of this in the number and to the degree necessary to carry out the object of the agreement to the satisfaction and in the same terms that had been offered, being liable for the risks of loss of the material, personnel and equipment involved in the operation, as well as for damages to third parties, being its own risk and chance of the execution of the agreement. Likewise, it shall be liable for the technical quality of the work it carries out and the goods supplied, as well as for the consequences that may arise for the Foundation or for third parties as a result of omissions, errors, inadequate methods or incorrect conclusions in the execution of the agreement, and shall hold the Foundation harmless from any damages that may arise for the Foundation as a result of claims.
- iv. The bidder shall notify the CSAI Foundation of any change within the work team assigned to the execution of the agreement, and shall replace it with a profile with identical professional requirements.
- v. The bidder provides its own direction and management to the agreement, being responsible for the organisation of the work, for the technical quality of the work it carries out and for the services provided. It will also have, for the execution of the agreement, a hierarchical structure, which will be specified in the organisational study of the service, which will be responsible for giving its workers the corresponding orders, criteria for carrying out the work and guidelines on how to distribute it, and must act within the working day and timetable agreed with the Foundation to avoid interrupting the proper development of the tasks of the work centre affected by this agreement. The bidder shall be responsible for requesting, managing and obtaining, at its exclusive cost, any permits and licences that may be necessary for the performance of the contracted service.





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- vi. The bidder is obliged to comply with the provisions in force or those enacted during the execution of the agreement, in labour, Social Security and Occupational Risk Prevention matters. In this respect, the bidder is obliged to present the documentation, if so required by the awarding body.
- vii. At the start of the agreement, the bidder must submit a summary explaining the preventive method adopted in the field of occupational risk prevention. It must also communicate any organisational changes in the field of occupational risk prevention.
- viii. The bidder must submit the occupational risk assessment, as well as the training and information of the worker's head office in the field of occupational risk prevention. Likewise, the bidder will appoint a safety coordinator (maximum of two), specific to the awarding entity, who will act as an interlocutor with the Prevention Service of the contracting entity for all matters related to health and safety at work.
- ix. The bidder shall make known the internal health and safety rules of the contracting entity as well as the established emergency slogans to all sites of the workers.
- x. The bidder must ensure compliance with the regulations by the head office of the workers within the facilities of the contracting entity.
- xi. The bidder is obliged to maintain confidentiality with regard to data or background information that is not public or notorious, but is related to the subject matter of the agreement, of which it becomes aware. It is also obliged to guarantee the confidentiality and integrity of the data handled and the documentation provided.
- xii. All work carried out for the successful completion of this agreement shall be confidential, and the bidder may not use for itself or provide to third parties or divulge any data or information of the contracted service, without the express authorisation of the Foundation, being, therefore, obliged to use all the means at its disposal to preserve the confidential and reserved nature, both of the information and documentation received from the Foundation, as well as the results obtained from the work carried out.
- xiii. The bidder company will be responsible for transport and staff costs, and any other costs attributed to it in accordance with the legislation in force, especially those arising from technical assistance during the guarantee period.
- xiv. Where appropriate, the bidder company shall provide sufficient training for the staff designated by the awarding authority for the proper performance of the agreement.
- xv. During the execution of the works, the bidder must at all times respect environmental legislation, taking special care in the management of waste generated in the place of execution of the agreement. Furthermore, in accordance with the requirements of the Technical Specifications and the environmental measures proposed and accepted by the Foundation, the bidder shall integrate environmental aspects into the execution of the works in order to ensure that the process of executing the agreement is as environmentally friendly as possible.
- xvi. The bidder company is obliged to implement measures to promote equal opportunities between women and men during the performance of the agreement.
- xvii. The hire by the bidder company of the staff necessary to perform the agreement does not create any employment or dependency relationship with the awarded entity. Their legal status and remuneration shall be paid exclusively by the bidder.
- xviii. The bidder shall indemnify the awarded entity or third parties for damages of any kind that may be caused to persons or property as a result of the execution of the agreement, due to its own acts or those of its workers and, to this end, is obliged to hire and maintain in force, at its own risk and for the entire term of the agreement, including, where appropriate, its extensions, a civil liability insurance, if indicated in **section W** of the table of specifications, that is liable for damages that may be caused to persons or things as a consequence of the execution of the agreement, whether due to acts or omissions of the company or its staff.
- xix. The Foundation reserves the right to withhold payments to the bidder company and charge it the amount in question, deducting from the guarantees provided and even if they are insufficient, from the outstanding invoices, the amounts that it would have to pay as a result of indemnities, fines, unpaid contributions, etc., derived from the non-fulfilment by the bidder company of any agreed obligation, or any other derived from the regulations in force of a labour, social or fiscal nature.
- xx. The subcontractors, if applicable, will be obliged only to the main contractor who will therefore assume full responsibility for the execution of the agreement before the Foundation, in strict accordance with the present schedule of terms and conditions with its table of specifications, and the terms of the agreement; including compliance with the obligations in environmental, social or labour matters referred to in Section 201 of the LCSP, as well as the obligation referred to in the last paragraph of sub-paragraph 1 of Section 202 of the LCSP referring to compliance with national and European Union regulations on data protection.



- xxi. In accordance with Section 55.2 of Law 19/2014, of 29 December, on transparency, access to public information and good governance, the bidder of the agreement shall be obliged to provide the Administration, upon request, with all the information necessary to comply with the obligations set out in the aforementioned regulation.

#### **24. Special rules concerning workers of the awarded company**

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- i. The bidder assumes the obligation to exercise in a real, effective and continuous manner, over the staff of the work team in charge of the execution, the power of management inherent to the employer. In particular, it shall assume the negotiation and payment of wages, the granting of permits, leaves of absence and holidays, substitution of workers in the event of sick leave or absence, legal obligations regarding Social Security, including the payment of contributions and the payment of benefits, if applicable, legal obligations regarding the prevention of labour risks, the exercise of disciplinary authority, as well as all rights and obligations arising from the contractual relationship between the worker and the employer.
- ii. The bidder company shall ensure that the workers assigned to the execution of the agreement carry out their activities without exceeding the scope of their duties with respect to the activity defined in the subject matter of the agreement.
- iii. The contractor company must designate at least one technical coordinator or person in charge from among its own staff, whose duties will include the following:
  - a) To act as the interlocutor of the contractor company with the Foundation, channelling communication between the contractor company and the staff of the work team assigned to the agreement.
  - b) To distribute the work among the staff responsible for the execution of the agreement, and to give these workers the orders and work instructions that are necessary in relation to the provision of the hired service.
  - c) Supervise the proper performance by the staff of the working team of the functions entrusted to them.
  - d) To inform the Foundation about the variations, occasional or permanent, in the composition of the work team assigned to the execution of the agreement.

#### **25. Guarantee period**

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The guarantee period, if any, shall be as set out in **Section H** of the table of specifications, unless the bidder offers a longer one, and it will begin to run from the date of conformity of the entire service, unless otherwise specifically provided in **section H**, and, where appropriate, of the installation, logistics service, etc., as established in the PPT.

The bidder is obliged to pay the costs of material testing, monitoring of the manufacturing process, if applicable, and the costs of materials, personnel, transport, delivery, assembly, installation, commissioning and subsequent technical assistance of the goods to be supplied during the respective guarantee period.

If, during the guarantee period, the existence of defects or shortcomings in the work carried out is proven, the awarded authority is entitled to demand that the bidder company amend the guarantee.

Once the guarantee period has elapsed without any objection or claim having been formalised by the contractor entity under the above-mentioned conditions, the bidder company will be exempt from liability for the benefit obtained.

The bidder company has the right to know and to be heard on the observations made in relation to the performance of the hired service.

#### **26. Extension of the agreement**

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In accordance with Section 29.2 of the LCSP, the agreement may foresee, in accordance with what is set out in **section D** of the table of specifications, one or several extensions as long as their characteristics remain unalterable during the duration of same.

The extension shall be agreed by the Foundation and shall be compulsory for the bidder, provided that notice is given at least two months before the end of the term of the agreement, unless the agreement stipulates a longer period. Agreements with a duration of less than two months are exempt from the obligation to give notice.

#### **27. Modification of the agreement**

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In accordance with the provisions of Section 204 of the LCSP, the Agreement may be modified in the cases, conditions, scope and limits that, where appropriate, are detailed in **section R**, and the procedure indicated therein must be followed for this.

Unless a specific procedure is established in **section R** of the table of specifications, any modification of the Agreement shall require the corresponding contractual regularisation. Prior to this, the formalisation of a document shall be required in which the object of the modification, the physical definition of the modified units, their comparative valuation with the differences in more or less that they entail and the readjustment of the partial and total deadlines, as well as the new work programme if necessary, shall be determined.



This agreement document must be signed by both parties in duplicate and published in the contractor party's profile.

## **28. Suspension of the agreement**

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The Foundation may suspend the execution of the works totally or partially and provisionally or definitively, with no other right for the bidder than to claim the amount of the services actually carried out up to that moment or those expenses incurred and duly accredited. If the suspension is agreed, a Minutes will be drawn up in which the circumstances that have led to it and the de facto situation in the execution of the work will be recorded.

## **29. Assignment of the agreement**

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The rights and obligations arising from the agreement may be assigned by the contractor to a third party.

For this transfer to take place, the following requirements must be met:

- a) That the contracting body of the Foundation expressly authorises the assignment in advance. Said authorisation shall be granted provided that the requirements set out in the following points are met. The period for notification of the decision on the request for authorisation shall be two months, after which it shall be understood to have been granted by administrative silence.
- b) That the assignor has executed at least 20% of the amount of the agreement. This requirement shall not apply if the assignment is made while the contractor is in bankruptcy distribution, even if the bankruptcy proceeding has been opened, or has informed the court responsible for the file of bankruptcy that it has begun negotiations to reach a refinancing agreement, or to obtain adherence to an early agreement proposal, under the terms provided for in insolvency legislation.
- c) That the assignee has the capacity to hire with the Administration and the solvency required depending on the phase of execution of the agreement, and must be duly classified if this requirement has been demanded of the assignor, and not be subject to a cause of prohibition on hiring.
- d) That the assignment is formalised, between the bidder and the assignee, in a public deed.

The assignee shall be subrogated to all the rights and obligations of the transferor.

## **30. Outsourcing**

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Bidders must indicate in the bid the part of the agreement which they intend to outsource, stating the amount and the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they intend to entrust the performance of the agreement.

In the event that outsourcing takes place, the provisions of Sections 215, 216 and 217 of the LCSP will apply.

In the **section** ¡Error! No se encuentra el origen de la referencia. of the table of specifications sets out, where appropriate, the identification of critical tasks that cannot be outsourced and must be performed directly by the main contractor.

After the award of the agreement and at the latest when the performance of the agreement begins, the contractor must notify the contracting authority in writing of the intention to conclude the outsources, indicating the part of the service to be outsourced and the identity, contact details and legal representative(s) of the subcontractor, and sufficiently justifying the subcontractor's aptitude to perform it by reference to the technical and human resources at its disposal and its experience, and certifying that the subcontractor is not prohibited from contracting.

The main contractor must notify the contracting authority in writing of any changes to this information during the performance of the agreement, and of all necessary information on new subcontractors.

Accreditation of the subcontractor's suitability may take place immediately after the conclusion of the outsource if this is necessary to deal with an emergency situation or a situation requiring urgent action and is sufficiently justified.

## **31. Performance of the agreement. Penalties: defective performance, delay, non-compliance with special conditions of performance.**

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- i. The agreement shall be deemed to have been fulfilled by the bidder when the latter has carried out, in accordance with the terms of the agreement and to the satisfaction of the Foundation, the entirety of its subject matter.
- ii. At the time of execution of the service, the Foundation may sign the appropriate receipt, work report, acknowledgement of receipt or similar. This receipt, work report, acknowledgement of receipt or similar does not imply definitive acceptance of the work carried out, as it will be necessary for the Foundation to verify that the work is in accordance with the terms of the agreement. Approval of the correct execution of the total or partial execution of the agreement, and its payment, will be carried out by the Foundation within 30 calendar days of the bidder delivering its invoice to the Foundation, and the latter must deliver it within a maximum period of 30 calendar days from the complete total or partial execution of the agreement.



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Notwithstanding the above, the Foundation reserves the right to modify during the execution of the agreement the way in which these deadlines are calculated.

- iii. If the bidder, for reasons attributable to it, incurs in defective performance or fails to comply with the commitments or conditions of execution of the agreement, the penalties foreseen in **section S** will be imposed, in accordance with section 192 of the LCSP.
- iv. The contracting company is obliged to perform the agreement within the time limit set for its completion. In the event of non-performance, the awarded authority may choose between termination of the agreement or the imposition of the penalties set out in **Section S** of the table of specifications.
- v. Proof of non-compliance by the bidder shall not require prior notice from the contracting authority.
- vi. In the event that it chooses to impose penalties, each time the amount of these penalties reaches a multiple of 5% of the agreement price, the contracting entity may choose either to terminate the agreement or to continue performance of the agreement with the imposition of new penalties.
- vii. The penalties shall be made effective by deducting the amounts that, as total or partial payment, must be paid to the contracting company or the definitive guarantee that, where applicable, is constituted, when they cannot be deducted from the aforementioned certifications. The imposition of penalties does not exclude compensation for damages to which the contracting authority may be entitled as a result of the contractor's delay.
- viii. In the event of non-compliance with the special conditions of execution laid down in **section O** of the schedule, the contracting entity shall accept the imposition of penalties as set out in **section S** of the table of specifications.

### **32. Invoicing and crediting**

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- i. The bidder is entitled to payment of the price agreed in the agreement for the work actually performed in accordance with the conditions set out in the agreement and in the folders.
- ii. Payment of the price may be made in a single payment or in instalments according to the established partial terms, when authorised by the Foundation. The method of invoicing is set out in **section T**.
- iii. Payment shall be made on submission of the invoice, and value added tax shall be charged as a separate item together with the supporting documents for the performance specified in the agreement.
- iv. Once the service has been performed in accordance with the requirements set out in the PPT, the bidder will issue an invoice.
- v. The payment of the invoice will be made by bank transfer to the current account designated by the bidder in his invoice, within a maximum period of 30 calendar days from the date of delivery of the invoice by the bidder to the Foundation, and the latter must deliver it within a maximum period of 30 calendar days from the complete total or partial execution of the agreement.
- vi. In compliance with the provisions of section 9 of Law 25/2013, of 27 December, on the promotion of electronic invoicing and the creation of the accounting register of invoices in the public sector, and section 14.2 of Law 39/2015, of 1 October, on Common Administrative Procedure for Public Administrations, contractors who are considered legal entities are obliged to submit electronic invoices through FACe (<https://face.gob.es/es/>), the general entry point for electronic invoices of the General State Administration, used by the Foundation.

The obligation covers all legal persons, irrespective of their corporate form and the amount of the invoice.

### **33. Intellectual and/or industrial property**

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The bidder grants the Foundation the non-exclusive, non-transferable licence to use (except to entities, bodies and organisations belonging to the public sector) and for the term defined in section "U" of the table of specifications, the intellectual and/or industrial property rights deriving from the hired service.

In the event that, as established in section "U" of the table of specifications, the service consists of a specific commission from the Foundation to the bidder for the execution of a service susceptible of intellectual property, the rights of exploitation of the work are considered to be exclusively assigned to the Foundation, that is to say, the right of reproduction, distribution, public communication (including all its modalities) and transformation, under the modalities of exploitation that are directly deduced from the agreement and its purposes, during the entire period of protection that the Intellectual Property Law grants to copyright and within the worldwide territorial scope, unless otherwise stipulated in section "U" of the table of specifications.



The bidder guarantees that none of the elements comprising the work that he assigns, whether exclusively or not, to the Foundation violates or infringes the rights of third parties, nor intellectual or industrial property rights, and especially those related to honour, personal and family privacy and self-image, and that he has not carried out or will not carry out, directly or indirectly, any act likely to prevent or hinder the Foundation in the peaceful exercise of the rights to which he is entitled.

The bidder will be liable to the Foundation and/or his assignees for any judicial or extrajudicial claim for infringement of any rights that may occur by third parties on the occasion of the exercise by the bidder of the rights derived from the agreement, holding the Foundation harmless from any claim based on the breach of the commitments acquired by the bidder in this Folder, without prejudice to the Foundation's power to demand the corresponding compensation for the damages he may suffer as a result.

#### **34. Termination of the agreement**

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- i. The agreement shall be terminated by performance or termination.
- ii. The causes for termination of the agreement are those foreseen in sections 211.1 and 313 of the LCSP, namely:
  - a) The death or supervening incapacity of the individual contractor or the extinction of the legal personality of the contracting company, without prejudice to the provisions of Section 98 concerning the succession of the contractor.
  - (b) The declaration of bankruptcy or insolvency in any other proceedings.
  - c) Mutual agreement between the Administration and the contractor.

(d) Delay in meeting deadlines by the contractor.

In any case, the unjustified delay in the work plan established in the specifications or in the agreement, in any activity, for a period exceeding one third of the initial term of the agreement, including any possible extensions.

(e) Late payment by the Administration for a period exceeding the laid down in Section 198(6) or the shorter period laid down in Section 198(8).

f) Failure to comply with the main obligation of the agreement. In any case, the non-fulfilment of the essential contractual obligations foreseen in clause 20 of the specifications is a cause for termination of the agreement.

g) The impossibility of executing the service in the terms initially agreed, when it is not possible to modify the agreement in accordance with Sections 204 and 205; or when, given the circumstances established in Sections 205, the modifications imply, individually or jointly, alterations to the price of the agreement, in an amount greater or less than 20 percent of the initial agreement price, excluding VAT.

(h) Those specifically identified for the service agreement (if any).

Withdrawal before commencing the provision of the service or suspension for reasons attributable to the contracting body of the commencement of the agreement for a period of more than four months from the date indicated in the agreement for its commencement, unless a shorter period is indicated in the specifications.

Withdrawal once the service has begun to be provided or suspension of the agreement for a period of more than eight months agreed by the contracting body, unless the folder specifies a shorter period.

Supplementary agreements shall in any case be terminated when the main agreement is terminated.

j) Non-payment, during the execution of the agreement, of wages by the contractor to the workers participating in the agreement, or non-compliance with the conditions established in the collective agreements in force for these workers also during the execution of the agreement.

k) The rest of the causes foreseen in the clauses of these specifications to that effect.

- iii. In cases where there are several causes for termination of the agreement with different effects in terms of the economic consequences of the termination, the one that has appeared with priority in time should be taken into account.
- iv. Termination shall be agreed by the contracting authority on its own initiative or at the request of the contractor, by means of the procedure provided for in Section 109 of the RGLAP.



- v. The concurrence of any of the causes listed above, in the terms established, will lead to the termination of the agreement, and the contractor must compensate the Foundation for the damages caused, with the other effects that may be applicable in accordance with the applicable regulations, and the contracting body may opt for subsidiary execution, carrying out the unfulfilled obligations or continuing the execution by itself or through the persons or companies that it determines, at the expense of the contractor.
- vi. In cases of termination due to culpable non-performance by the contractor, the latter must compensate the Foundation for the damages caused. The compensation shall be paid from the guarantee, without prejudice to the contractor's continuing liability for the amount exceeding the amount of the guarantee forfeited.
- vii. For the application of the causes of termination the provisions of sections 212 of the LCSP will be applied and for their effects the provisions of sections 213 and 313 of the LCSP will be applied.

## **VII. FINAL PROVISIONS**

### **35. Confidentiality**

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- i. The bidder company must maintain confidentiality with regard to data or background information related to the subject matter of the agreement, of which it has knowledge in the performance of the agreement, and which are not public.
- ii. The bidder company, in relation to the personal data to which it has access in connection with the agreement, is obliged to comply with all the provisions of Organic Law 3/2018 of 5 December on the protection of personal data and the guarantee of digital rights, the implementing regulations and the provisions of 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 on the free movement of such data and repealing Directive 95/46/EC (Data Protection Act).

The documentation and information that is accessed on the occasion of the execution of the benefits subject to this agreement and that corresponds to the contracting entity as the party responsible for the processing of personal data, is confidential and may not be subject to total or partial reproduction by any means or medium. Therefore, it shall not be possible to process or edit computer, or transfer to third parties outside the strict scope of the direct execution of the agreement.

- iii. Where appropriate, in accordance with the provisions of the Data Protection Act, for the processing of personal data on behalf of third parties, the contracting authority and the bidder company shall conclude an agreement regulating the access to personal data by the bidder company

### **36. Protection of personal data**

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In the event that the performance of the agreement involves the processing of personal data, the following paragraphs shall apply:

The bidder shall be subject to the obligation of confidentiality of the information in the terms established in section 133 of Law 9/2017, of 8 November, on Public Sector Agreements. In this regard, and for the purposes of complying with the provisions of the current regulations in force on Personal Data Protection, the bidder accepts, by submitting its bid, this Confidentiality and Personal Data Processing Commitment, which is subject to the following terms:

1. The bidder undertakes to maintain the utmost confidentiality and secrecy regarding information classified as confidential. Confidential Information shall be considered to be any data to which the bidder and/or contractor has access by virtue of the submission of the bid or the execution of the agreement with the Foundation, in particular the Foundation's own information and data to which he has access during the execution of the agreement. The bidder and/or contractor undertakes not to disclose such confidential information and not to publish it, either directly or through third parties or companies, or in any other way make it available to third parties without the prior written consent of the Foundation.
2. The bidder may use confidential information only for purposes directly related to the preparation of his bid to participate in this hiring procedure, and undertakes not to use such confidential information for any purpose other than the above.
3. Likewise, the bidder undertakes, after the termination of the relationship with the Foundation, to destroy immediately any confidential information or personal data of which it has become aware as a result of the preparation of the bid.
4. The bidder shall inform his staff, collaborators and sublessees, where applicable, of the obligations set out in this confidentiality undertaking and shall make such warnings and sign such documents as may be necessary with its staff and collaborators in order to ensure compliance with such obligations.
5. The bidder declares to be aware that the legislation on personal data protection establishes a series of obligations relating to the processing of personal data, applicable to data processors. In this way, the bidder knows and offers sufficient guarantees to apply appropriate technical and organisational measures that allow the application of the principles of data protection and integrate the



necessary guarantees to comply with the requirements established in the Data Protection regulations (Data Protection Act, Organic Law on Personal Data Protection and guarantee of digital rights and the applicable development regulations). Likewise, the bidder shall extend this provision when subcontracting processing operations to other subcontractors. To this end, the bidder must comply with the following obligations:

a) The bidder shall keep the strictest reserve and confidentiality regarding the personal data in respect of which the Foundation holds the status of data controller and to which it has access by virtue of the bid submitted or the service hired in the event that it is awarded. Likewise, it shall guarantee that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they shall be duly informed, likewise undertaking to guarantee the necessary training in data protection for the persons authorised to process personal data. In this way, it shall keep at the disposal of the Foundation all the documentation accrediting compliance with these obligations.

b) The bidder shall only process such data in accordance with the instructions of the Foundation.

c) The bidder shall not apply or use the data for any purpose other than that stated in this commitment and that which derives directly from the purposes for which he has access to said data, nor shall it communicate them, not even for their conservation, to other persons. The data processor shall, at the time of data collection, inform the bidders of what data will be collected, for what purpose, how the data will be processed and for how long the data will be kept. In addition, they shall be informed of the rights they have in accordance with the new regulations. The wording and format in which the information is to be provided must be agreed with the data processor prior to the start of data collection.

d) In particular, the bidder undertakes to make and keep, in writing, a record of all categories of processing activities carried out on behalf of the processor, containing:

I. The name and contact details of the processor(s) and of each person in charge on whose behalf the processor is acting and, where appropriate, of the representative of the person in charge or of the processor and of the data protection officer, where appropriate, communicating their identity and contact details to the person in charge.

II. The categories of processing operations carried out on behalf of each person in charge.

III. Where applicable, transfers of personal data to a third country or international organisation, including the identification of such third country or international organisation and, in the case of the transfers referred to in the second sub-paragraph of Section 49(1) of the Data Protection Act, the documentation of appropriate safeguards. In the case of such international transfers of data, the safeguards provided for in Section 46 of the Data Protection Act must be complied with to that effect.

IV. A general description of the technical and organisational security measures relating to:

(i) Pseudonymisation and encryption of personal data.

(ii) The ability to ensure the continuing confidentiality, integrity, availability and resilience of processing systems and services.

(iii) The ability to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident.

iv) The process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the security of the processing.

V. Assist the Foundation, as person in charge of the processing, in responding to the exercise of the rights of access, rectification, erasure and objection, in those of limitation of processing and data portability where appropriate, and against the exercise of data subjects' rights not to be subject to automated individualised decisions (including profiling).

e) The bidder undertakes to provide the Foundation, during the first month of each annual period of term of the agreement, with an audit certificate issued by a third party accrediting the bidder's compliance with all the security measures required by current legislation to guarantee the confidentiality of personal data.

f) The bidder must implement all necessary security measures to ensure and guarantee the confidentiality, secrecy, integrity, availability and permanent resilience of the personal data processing systems and services to which he has access by virtue of the bid submitted or, where appropriate, of the hired service, as well as to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident and regularly verify, evaluate and assess the effectiveness of the technical and organisational measures implemented to guarantee the security of the processing. Where appropriate and whenever necessary, personal data shall be pseudonymised and encrypted.

g) The bidder as person in charge of the data processing is obliged to notify the Foundation, without undue delay, and in any case within a maximum period of 24 hours, and by e-mail, of any breaches of the security of the personal data under its responsibility of which it becomes aware, together with all relevant information for the documentation and communication of the incident, also indicating the security measures that will mitigate the data leakage. Notification shall not be required when the breach of security is unlikely to constitute a risk to the rights and freedoms of natural persons. Once the service has been completed, the personal data



must be destroyed by the bidder or returned to the Foundation, as well as any support or documents containing any personal data that is the object of the processing. The processor must certify its destruction in writing and must deliver the certificate to the person in charge of the data processing. However, the processor may keep a copy, with the data duly stamped, for as long as liabilities may arise from the performance of the service.

6. Failure by the bidder to comply with any of the obligations established in this commitment shall entitle the Foundation to receive compensation for the damages caused.

7. The confidentiality obligations established in the present commitment shall be of indefinite duration, remaining in force after the termination, for any reason, of the relationship between the Foundation and the bidder.

8. The Foundation may, itself or through third parties, inspect the bidder's compliance with the stipulations regulated by virtue of this Agreement and, in particular, with the obligations established by the data protection regulations, even at the bidder's own premises. The Foundation may also require the bidder to provide it with a copy of its Security Document, which must be drawn up in accordance with the applicable regulations, as well as any other procedures and documents used to inform his workers, collaborators and/or sublessees, where applicable, of the obligations regarding the security and confidentiality of personal data set out in the Security Document and in the data protection regulations, including a copy of the Report of the last Audit carried out.

9. Failure on the part of the bidder to comply with any of the obligations established by virtue of this commitment and, in general, by the data protection regulations, will imply the consideration of the latter as the person in charge of data processing, being liable for the infringements in which he may have been personally involved. In addition, this situation shall generate for the Foundation the right to the corresponding compensation which, as a minimum, shall cover all administrative sanctions that may be imposed on the Foundation as a consequence of such breach, as well as all those direct or indirect damages that such breach may cause to the Foundation.

10. Likewise, such non-fulfilment will generate the right of the Foundation to terminate the agreement, without any compensation whatsoever in favour of the bidder for this concept.

### **37. Appeals**

#### **Special appeal in contracting matters:**

If the estimated value of the agreement exceeds 100,000 euros, the following acts relating to this bidding shall be subject to special appeal in contracting matters prior to the filing of the contentious-administrative appeal, before the Central Administrative Court of Agreement Appeals:

- The bidding notices, the specifications and the contractual documents that establish the conditions that must govern the hiring.
- The procedural acts adopted in the award procedure, provided that these directly or indirectly decide on the award, determine the impossibility of continuing the procedure or cause defencelessness or irreparable harm to legitimate rights or interests. In any case, the above circumstances shall be deemed to be present in the acts of the committee or of the contracting body deciding on the admission or rejection of candidates or bidders, or the admission or exclusion of bids.
- The award decisions.
- Modifications based on non-compliance with the provisions of Sections 204 and 205 of the LCSP, as it is understood that the modification should have been the object of a new award.

The appeal, which will be optional and free of charge for the bidders.

For the filing of the appeal, the procedures and deadlines set out in Sections 44 and following of the LCSP will be followed.

The decision issued will be directly enforceable and only the contentious-administrative appeal may be filed. The acts issued in the procedures for awarding agreements of the Public Administrations that do not meet the requirements of sub-paragraph 1 of Section 44 of the LCSP may be subject to appeal, in accordance with the provisions of Law 39/2015, of 1 October, on the Common Administrative Procedure of the Public Administrations, as well as in Law 29/1998, of 13 July, Regulating the Contentious-Administrative Jurisdiction.

The bidders expressly waive the jurisdictional forum that, if applicable, may correspond to them, expressly submitting themselves to the jurisdiction of the Courts and Tribunals of the city of Barcelona.

#### **Administrative appeal:**

The contentious-administrative jurisdictional order will be competent to hear matters referring to the award and contractual modifications, in accordance with the provisions of Section 27.1.c) of the LCSP.

If the estimated value of the agreement is equal to or less than 100,000 euros, they will be subject to administrative appeal in accordance with the provisions of Law 39/2015.





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The appeal may be filed with the body that issued the contested act or with the body competent to resolve it within a maximum period of one month. Once this period has elapsed without the appeal having been lodged, the agreement shall be final for all purposes.

The maximum period for issuing and notifying the decision shall be three months. Once this period has elapsed without a decision being issued, the appeal may be deemed to have been dismissed.

In this case, the appeal is mandatory and must be filed prior to the commencement of actions in contentious-administrative jurisdictional proceedings.

**Judicial appeals:**

The civil jurisdictional order will be competent to resolve the controversies arising between the parties in relation to the effects and extinction of the agreement, in accordance with that indicated in Section 27.2.a) of the LCSP.

In any case, the jurisdiction will be the Courts and Tribunals of Madrid, and the parties waive any other jurisdictions that may correspond to them.

**ANNEX I (SINGLE ENVELOPE). – LIABILITY STATEMENT MODEL**

**COMPANY:**

Name or company name:

Locality:

Province:

Post code:



Street

Telephone:

Fax:

Tax ID:

**LEGAL REPRESENTATIVE:**

MR

of

legal age

Tax Identification Number:

In the capacity of:

Acting by power of attorney granted in Deed:

**PERSON DESIGNATED TO RECEIVE ELECTRONIC NOTIFICATIONS:**

Name and surname:

Tax Identification Number:

E-mail address:

**STATES**

That he is acting in the name and on behalf of the aforementioned company, acting with the corresponding legal powers, and being interested in participating in the bidding for the hiring of the TECHNICAL ASSISTANCE SERVICES FOR MEDICAL EQUIPMENT AND FACILITIES OF THE DELEGATED COOPERATION PROJECT 'JOINT EUROPEAN INITIATIVE TO STRENGTHEN SPECIALISED TECHNICAL TRAINING IN ETHIOPIA'.

**REQUESTS**

To participate in the present bidding issued by the Foundation for the hiring of TECHNICAL ASSISTANCE SERVICES FOR MEDICAL EQUIPMENT AND FACILITIES FOR THE DELEGATED COOPERATION PROJECT 'JOINT EUROPEAN INITIATIVE TO STRENGTHEN SPECIALISED TECHNICAL TRAINING IN ETHIOPIA'.

**DECLARES**

1<sup>st</sup> That the company is validly incorporated and that, in accordance with its corporate purpose, it may apply for the bidding, and that the signatory of the statement is duly represented for the submission of the proposal and the bidding.

2<sup>nd</sup> That he is aware of the terms and conditions of the call for bids.

3<sup>rd</sup> (Indicate as appropriate)

Not to have been bidder or not to have participated in the preparation of the technical specifications or preparatory documents of the agreement and/or not to have advised the contracting body during the preparation of the contracting procedure, either individually or through a temporary joint venture, or through a related company in accordance with Section 42 of the Commercial Code.

To have been bidder or to have participated in the preparation of the technical specifications or the preparatory documents for the agreement and/or to have advised the contracting authority during the preparation of the contracting procedure, either individually or through a temporary joint venture, or through a related company in accordance with Section 42 of the Commercial Code.

4<sup>th</sup> That the company (indicate as appropriate):

Does not belong to any group of companies.

Belongs to the group of companies called: .....

of which a list of related companies is attached in accordance with Section 42 of the Commercial Code.

In the latter case, that:

No other companies of the Group that are in any of the cases of Section 42.1 of the Commercial Code are participating in the bidding.

Other companies of the Group that are in any of the cases of Section 42.1 of the Commercial Code are participating in the bidding. (indicate the name of the other companies).



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5<sup>th</sup> That he undertakes to comply with the requirements for the assignment of material and/or personal resources set out in these specifications.

6<sup>th</sup> That he is not subject to any of the prohibitions on hiring set out in Section 71 of the Local Control and Accountability Plan.

7<sup>th</sup> That he meets the minimum solvency conditions (technical, professional, economic and financial) required.

8<sup>th</sup> That he is up to date with his social and tax obligations. That he is in good standing in according to the provisions in force.

9<sup>th</sup> That he holds, where applicable, the corresponding business authorisation to carry out the service that is the subject matter of the agreement.

10<sup>th</sup> That he has the corresponding business or professional authorisation that, where applicable, is necessary to carry out the activity in accordance with current regulations.

11<sup>th</sup> That the services offered will be in compliance with the corresponding terms and conditions, the agreement and other provisions in force for all the sectors involved in the services covered by the agreement.

12<sup>th</sup> That he submits to the jurisdiction of the Spanish Courts and Tribunals of any order, for all incidents that may directly or indirectly arise from the Agreement, renouncing, where applicable, any foreign jurisdiction that may correspond to it.

13<sup>th</sup> (*Indicate whichever is applicable*)

He complies with the obligation to have at least 2% of the company's staff employed disabled workers during the term of the agreement, if the company has 50 or more workers and the contractor is subject to this obligation, in accordance with Section 42.1 of Royal Legislative Decree 1/2013, of 29 November, Consolidated Text of the General Law on the Rights of Persons with Disabilities and their Social Inclusion.

The overall number of workers on the staff amounts to ..... and the particular number of workers with disabilities in the same amounts to ....., which shall be accredited by providing a certificate from the company stating the number of workers on the staff and a basic copy of the agreements entered into with disabled workers, in accordance with the terms set forth in section 8.3 of the Workers' Statute.

He is not obliged to employ disabled workers, as the company does not have 50 employees.

Although the company has 50 or more employees, it is exceptionally exempt from the obligation to reserve a quota of jobs vacancies for people with disabilities, in accordance with section 42.1 of Royal Legislative Decree 1/2013, of 29 November, Consolidated Text of the General Law on the Rights of People with Disabilities and their Social Inclusion, and complies with the alternative measures of sections 2 and 3 of Royal Decree 364/2005, of 8 April. To prove this, the following is attached:

1. A copy of the Certificate of Exception in force.
2. Documents accrediting compliance with the alternative measures during the validity of the Certificate of Exception.

14<sup>th</sup> To have a number of people temporarily contracted equivalent to .....% of the staff.

Signe don

of

Signature and stamp



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**ANNEX II.- FINANCIAL BID AND OTHER CRITERIA THAT CAN BE ASSESSED BY APPLYING FORMULAE (SINGLE ENVELOPE)**

Mr/Mrs/..... with Tax ID no. ...., in his/her own name / on behalf of the company ....., in the capacity of ..., and according to public deed authorised before Notary ....., on the date .... and with notary record number .../ or document ..., Tax ID no. ...., domiciled at ..... street no. ...., (contact person ....., e-mail address ....., telephone no. .... as concerned in participating in the procedure for the award of the agreement for TECHNICAL ASSISTANCE SERVICES FOR MEDICAL EQUIPMENT AND FACILITIES FOR THE DELEGATED COOPERATION PROJECT 'JOINT EUROPEAN INITIATIVE TO STRENGTHEN SPECIALISED TECHNICAL TRAINING IN ETHIOPIA'.

**DECLARES:**

**FIRST:** that being aware of the conditions required to opt for the above-mentioned agreement, he/she undertakes to carry it out in accordance with the Specific Administrative Clauses and the Specific Technical Specifications, which he/she accepts in full, and to this end submits the following bid:

Item	Maximum monthly bidding amount (excluding VAT)	Monthly amount offered (excluding VAT)
Technical assistance for medical equipment and facilities	€ 2,125.00	€ _____

Criterion	Subcriterion	Bidder offer
Additional experience and training of the Technical Assistant for equipment and technical facilities assigned to the execution of the agreement.	Professional experience in the field of medical equipment maintenance and facilities rehabilitation in Ethiopia:	Indicate the number of years of experience: ..... years
	Professional experience in the Ethiopian public health system:	Indicate the number of years of experience: ..... years
	Languages: Amharic	<input type="checkbox"/> YES <input type="checkbox"/> NO

**SECOND:** That in the preparation of the bid, the obligations imposed by the provisions in force in the territory in which the agreement is to be executed, relating to taxation, employment protection, working conditions and occupational risk prevention and the obligation to hire a specific number or percentage of people with disabilities that are applicable to the services provided during the execution of the agreement, have been taken into account.

Signature / s