

**SPECIFIC ADMINISTRATIVE CLAUSES OF THE GERENCIA DE SERVICIOS SOCIALES DE CASTILLA Y LEÓN THAT WILL GOVERN THE CONTRACT OF SERVICES TO BE AWARDED BY MEANS OF AN OPEN PROCEDURE WITH SEVERAL AWARD CRITERIA.**

**File nº: A2019/012885**

**TITLE OF CONTRACT: TWO INNOVATIVE SOCIAL-HEALTH SOLUTIONS FOR ACTIVE AGEING AND INDEPENDENT LIVING, WITHIN THE FRAMEWORK OF THE PROCURA PROJECT**

**SERVICE CONTRACT  
OPEN PROCEDURE  
VARIOUS AWARD CRITERIA.**

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**SPECIFIC ADMINISTRATIVE CLAUSES OF THE GERENCIA DE SERVICIOS SOCIALES DE CASTILLA Y LEÓN, WHICH WILL GOVERN THE PROCUREMENT, THROUGH AN OPEN PROCEDURE WITH SEVERAL AWARD CRITERIA, OF TWO INNOVATIVE SOCIAL AND HEALTH SOLUTIONS FOR ACTIVE AGEING AND INDEPENDENT LIVING, WITHIN THE FRAMEWORK OF THE PROCURA PROJECT.**

CONTRACT SUBJECT TO  
HARMONISED REGULATION:

YES

NO

## **I.- GENERAL PROVISIONS**

### **CLAUSE 1.- OBJECT OF CONTRACT.**

The purpose of the contract to which this document refers is to procure two innovative social and health solutions for active ageing and independent living, which exceed the current specifications available on the market and which allow innovative technologies to be piloted in the experimental environment of a Living Lab, within the framework of the PROCURA project, 75% co-financed by the European Regional Development Fund (ERDF), through the Community initiative Interreg V-B SUDOE, in its second call.

The service will be provided in accordance with the conditions set out in these specific administrative clauses (hereinafter SAC) and in the Technical Specifications document (hereinafter TS).

The object of the contract is divided into the two lots indicated below, each of which constitutes a functional unit that can be awarded and procured independently:

- Lot 1: Smart walker.
- Lot 2: Toilet equipped with technical aids.

Tenderers may tender for one or both lots.

There are no limits to the award, so that the same company can be awarded both lots.

### **CLAUSE 2.- LEGAL REGIME.**

This contract is of an administrative nature in accordance with the provisions of Article 25 of Law 9/2017, of 8 November, on Public Sector Contracts (hereinafter LPSC), and the nature of service contracts, defined in Article 17 of this law.

This contract is subject to harmonised regulation, addressing its estimated value in accordance with the provisions of Article 22.1.b) and 22.2 of the LPSC.

This contract is governed by this SAC, by the TS, by the LPSC, by Royal Decree 817/2009, of 8 May, partially implementing Law 30/2007, of 8 May, on Public Sector Contracts, by the General Regulations on the Public Administration Contracts Law, approved by Royal Decree 1098/2001, of 12 October (GRPACL), the latter two insofar as they are not repealed by the LPSC.

In addition, the rules of administrative law and, where applicable, those of private law shall apply.

Both the SAC and the TS are of a contractual nature and must therefore be signed by the successful tenderer, in proof of conformity, in the same act of formalisation of the contract. Likewise, the offer of the company awarded the contract is of a contractual nature. In the event of a discrepancy between the SAC and the other contractual documents, the former shall prevail over the latter.

This contract is considered as Public Procurement of Innovation, which consists of the public purchase of a good or service that does not exist at the time of purchase, but can be developed in a reasonable period of time. This purchase requires the development of new or improved technology in order to meet the requirements demanded by the buyer. The effective development of innovative public procurement aims to strengthen the role of public administrations as drivers of business innovation. This objective is approached from the perspective of demand, i.e. from the public manager who puts innovative public procurement contracts out to tender and also from the perspective of supply, i.e. from the companies that participate and present innovative tenders in these procurement procedures.

In addition to the aforementioned provisions, the regulatory framework for the public procurement of innovation is established by Law 2/2011, of 4 March, on Sustainable Economy (LSE) and Law 14/2011, of 1 June, on Science, Technology and Innovation.

By means of Resolution of 12 June 2019 of the Head of the Gerencia de Servicios Sociales de Castilla y León, a process of Preliminary Market Consultation was opened, in which all interested parties were able to participate, presenting their proposals until 16 August 2019. This process, in accordance with the provisions of Article 115 of the LPSC, has allowed a market study and direct consultations of economic operators in order to properly prepare the call for tenders and to inform these operators of the plans and requirements to tender. This knowledge of the state of the art and the possibilities of the market has made it possible to better define the technical specifications included in the TS.

### **CLAUSE 3.- CODIFICATION OF CONTRACT OBJECT AND ADMINISTRATIVE NEEDS TO BE MET.**

**CPV nomenclature code (2008):** 73100000-3: Experimental research and development services.

Commission Regulation (EC) N° 213/2008, of 28 November 2007, amending Regulation (EC) N° 2195/2002 of the European Parliament and of the Council.

**Statistical classification code CPA-2008:** 72.19.3: Experimental research and development services in engineering and technology, except biotechnology.

Commission Regulation (EC) No 1209/2014 of 29 October 2014 amending Regulation No 451/2008 of the European Parliament and of the Council of 23 April 2008.

This contract falls within the framework of the PROCURA project, which proposes:

- 1) To constitute a sustainable, open Community of Regions PROCURA (CRP) promoting Public Procurement of Innovation (PPI) actions in the associated regions and the grouping of demand. Through its SILVERGATE Single Point of Access, it aims to transform relations between public buyers and companies, making them more accessible and proactive.
- 2) To develop a programme of capacity-building and transfer of specialised knowledge, open to the agents involved in PPI.
- 3) Finally, to implement a transnational procedure in PPI that will imply an improvement of the capabilities of companies and an improvement of the public service.

The conclusion of this contract is intended to meet the third of these objectives, promoting transnational cooperation and the exchange of acquired knowledge, especially through the phase of experimentation and validation of the solutions obtained, which will be developed in different regions and within the scope of the partners participating in the Project, which will constitute a Living Lab for this purpose.

Given that the administration lacks the necessary personnel and material resources to carry out the services that are the object of this contract, it is necessary to resort to external procurement through this service contract, also in line with one of the main objectives of the PPI, i.e. the promotion of business innovation from the demand side.

#### **CLAUSE 4.- CONTRACTING AUTHORITY.**

The President of the Board of Directors of the Gerencia de Servicios Sociales de Castilla y León is the contracting authority in this contract, by virtue of the powers conferred on her by Article 4.2 of Law 2/1995, of 6 April, creating the Gerencia de Servicios Sociales de Castilla y León, and in Article 12.3 b) of the General Regulations of said Autonomous Body, approved by Decree 2/1998, of 8 January, without prejudice to the powers that, by deconcentration, correspond to the Head of the Gerencia de Servicios Sociales, by virtue of the powers conferred by Article 1 of Decree 34/2009, of 21 May, reforming the

deconcentration of powers of the President of the Board of Directors of the Gerencia de Servicios Sociales de Castilla y León and certain provisions.

## **CLAUSE 5.- CONTRACTOR PROFILE AND INFORMATION FOR TENDERERS.**

The tender announcement of this contract, together with the SAC and the TS as well as the rest of the documentation of the contracting procedure referred to in Article 63 of the LPSC, will be published in the contractor profile of the Castilla y León Region, Department of Family and Equal Opportunities, housed in the Public Sector Contracting Platform, which can be accessed through the following link: <https://contrataciondelestado.es/wps/portal/plataforma>.

When the tendering companies request additional information on the specifications and other complementary documentation referred to in Article 138 of the LPSC, the contracting authority shall provide it at least six days prior to the end of the period established for the submission of tenders, provided that said information has been requested at least 12 days prior to the expiry of the period for the submission of proposals.

In those cases in which the request is a clarification of what is established in the specifications or other documentation, the responses shall be binding and shall be published in the contracting profile in terms that guarantee equality and concurrence in the tender procedure.

The request for information should be sent to the following e-mail addresses:

- For technical questions: [tougarlu@jcy.l.es](mailto:tougarlu@jcy.l.es); [camperbe@jcy.l.es](mailto:camperbe@jcy.l.es).
- For administrative questions: [gsscontratacion@jcy.l.es](mailto:gsscontratacion@jcy.l.es).

The address of the contracting authority is Calle Padre Francisco Suárez, nº 2, 47006 Valladolid.

## **CLAUSE 6.- BASE TENDER BUDGET AND ITS DISTRIBUTION IN ANNUITIES. ESTIMATED CONTRACT VALUE.**

The base tender budget for this contract, determined on a flat-rate basis for all the services covered by it, amounts to **€ 393,000.00** (taxable amount € 324,793.39, increased by € 68,206.61 VAT, at 21%), according to the following distribution by annuity and for each of the 2 lots. The budget is financed from budget heading 09.21.491A02.64000.0 of the General Budgets of the Castilla y León Region.

### **LOT 1. Base tender budget.- € 98,250.00 (including VAT).**

<b>YEAR</b>	<b>BUDGET HEADING</b>	<b>AMOUNT (excluding VAT)</b>	<b>AMOUNT (including 21% VAT)</b>
2019	09.21.491A02.64000.0	€ 0.00	€ 0.00
2020	09.21.491A02.64000.0	€ 0.00	€ 0.00

2021	09.21.491A02.64000.0	€ 81,198.35	€ 98,250.00
<b>TOTAL</b>		<b>€ 81,198.35</b>	<b>€ 98,250.00</b>

**LOT 2. Base tender budget.- € 294,750.00 (including VAT).**

YEAR	BUDGET HEADING	AMOUNT (excluding VAT)	AMOUNT (including 21% VAT)
2019	09.21.491A02.64000.0	€ 0.00	€ 0.00
2020	09.21.491A02.64000.0	€ 0.00	€ 0.00
2021	09.21.491A02.64000.0	€ 243,595.04	€ 294,750.00
<b>TOTAL</b>		<b>€ 243,595.04</b>	<b>€ 294,750.00</b>

**Justification of base tender budget:**

In the process of drawing up the PROCURA project application, its partners estimated and agreed on the costs of contracting the innovative solutions, within the limits and procedures applicable to the Interreg V-B Sudoe Community Initiative.

For the purposes of the provisions of Article 100.2 of the LPSC, the base tender budget of this contract has been calculated on the basis of the estimates made for the preparation of the application, and accepted by the various authorities responsible for the Initiative through the selection of the project.

The object of this contract is the acquisition of innovative technological solutions, which therefore do not currently exist on the market, making it difficult to calculate costs in advance, which can only be approximate and based on cost estimates.

The final costs will, in any case, be subject to the proposed organisational models, the prior know-how of the tendering companies, and their available starting structure (IT and technical equipment, staff training, software licences, industrial property rights, etc.).

In order to determine the base tender budget for each of the lots, an estimate was made of the hours required for the dedication of various profiles, which have been referred to as Project Management, Social Health Researcher, Solution Architecture and Developer, but which admit other equivalent denominations and/or profiles.

It is important to point out that these estimates do not in themselves constitute a requirement for the allocation of resources or a binding base work team for companies, and that they are made with the sole purpose of having a base tender budget based on objective criteria, and adjusted as far as possible to market prices.

On the basis of the estimated hours of dedication of the aforementioned profiles, the estimated hourly cost assigned to them is significantly lower than the equivalent of the same work if it were carried out in the market under conditions of specific research or on their own account, bearing in mind that the work regime of the personnel assigned will foreseeably be paid employment.

Once the direct personnel costs had been determined, a section on Other direct costs was calculated, which were estimated at 20% of the former, and which would include hypothetical costs directly linked to the realisation of the object of the contract, such as

investments and equipment, consumables, per diems and training of assigned personnel, licences, etc.

In accordance with the criteria for simplifying eligible costs in the budgeting and justification of projects, specifically in the analogous application of the provisions of Articles 67 and 68 EU Regulation 1303/2013 of the European Parliament and of the Council of 17 December laying down common rules on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, to the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 and Article 14 of Regulation (EU) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006, applicable to operations co-financed by the European Structural and Investment Funds, indirect costs are estimated at 25% of the direct costs defined in the preceding paragraphs.

Finally, in line with the nature of the service covered by the contract and with the speciality of technological innovation, an expected industrial profit has been estimated at around 10% of the sum of the costs for the tendering companies.

The result for each lot is shown in the following tables, which include the base tender budget (including VAT):

LOT 1 (Walker)	Hours/month	Hours/lot	Costs/hour	Personnel costs	Other direct costs	Indirect costs	Industrial profit	Base tender budget
Project management	25	300	€ 37.50	€ 11,250.00				
Health and social researcher	35	420	€ 32.50	€ 13,650.00				
Solution architecture	50	600	€ 30.00	€ 18,000.00				
Developer	50	600	€ 28.00	€ 16,800.00				
				€ 59,700.00	€ 11,940.00	€ 17,910.00	€ 8,700.00	€ 98,250.00

LOT 2 (Toilet)	Hours/month	Hours/lot	Costs/hour	Personnel costs	Other direct costs	Indirect costs	Industrial profit	Base tender budget
Project management	75	900	€ 37.50	€ 33,750.00				
Health and social researcher	105	1260	€ 32.50	€ 40,950.00				
Solution architecture	150	1800	€ 30.00	€ 54,000.00				
Developer	150	1800	€ 28.00	€ 50,400.00				
				€ 179,100.00	€ 35,820.00	€ 53,730.00	€ 26,100.00	€ 294,750.00

The estimated value of the contract, calculated in accordance with the rules established in Article 101 of the LPSC, is as follows:

Lot nº1.- **€ 81,198.35**

Lot nº2.- **€ 243,595.04**

The estimated total value of the contract is **€ 324,793.39**.

#### **CLAUSE 7.- EXISTENCE OF CREDIT.**

In order to meet the economic obligations arising from this contract, there is adequate and sufficient credit in the aforementioned annuity and budget application.

#### **CLAUSE 8.- EUROPEAN FUNDING.**

The service covered by this contract is part of a project 75% co-financed by the ERDF, through the Community initiative Interreg V-B SUDOE, in its second call, so it is subject to strict compliance with national and Community rules, especially the procurement, publicity and communication provisions contained in Regulation (EU) 1303/2013 of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund, and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund.

Thus, the company awarded the contract will guarantee strict compliance with the publicity regulations provided for in the aforementioned Programme and, in particular, the use of the approved image of the Project in all documents generated within the framework of the contract: contract deliverables, reports, communications, etc.

The award of the contract implies the acceptance by the successful tenderer that it appears in the public list provided for in Article 115, paragraph 2 of Regulation (EU) 1303/2013.

#### **CLAUSE 9.- CONTRACT PRICE. APPLICABLE PRICE REVISION.**

##### **9.1.- Contract price.**

The price of the contract will be the one resulting from the award of the same. It will include, as a separate item, the Value Added Tax (VAT) to be borne by the Administration, and will be covered by the indicated annuities.

In this contract, given that the economic offer is not valued, the award price coincides with the base tender budget.

The contract price shall be deemed to include all other applicable taxes, fees and charges of any kind, as well as all costs and valuation factors and other services which, for the correct and full execution of the obligations referred to in the contract documents and other applicable provisions, arise for the successful tenderer.

## **9.2.- Price revision.**

In accordance with Article 103 of the LPSC and Royal Decree 55/2017, of 3 February, implementing Law 2/2015, of 30 March, on the de-indexation of the Spanish economy, prices will not be revised in this contract.

## **CLAUSE 10.- CONTRACT EXECUTION PERIOD. EXTENSIONS.**

The execution period of this contract for each of the 2 lots into which its object is divided is as follows, starting from the first working day following its formalisation:

- **Lot 1.-** Total execution period.- 12 months.

Partial delivery times, starting from the first working day following the formalisation of the contract.

Milestone 1.- 3 months.

Milestone 2.- 6 months.

Milestone 3.- 11 months.

Milestone 4.- 12 months.

- **Lot 2.-** Total execution period.- 12 months.

Partial delivery times, starting from the first working day following the formalisation of the contract.

Milestone 1.- 3 months.

Milestone 2.- 6 months.

Milestone 3.- 11 months.

Milestone 4.- 12 months.

The content of each of these milestones is set out in clause 4 of the TS.

These partial delivery times shall be understood to be part of the contract for the purposes of its enforceability.

The contract will not be extended.

## **CLAUSE 11.- ENTREPRENEUR'S ABILITY TO CONTRACT AND SOLVENCY.**

Only natural or legal persons, Spanish or foreign, individually or in a joint venture, who have full capacity to act, who are not subject to the prohibitions on contracting with the Administration established in Article 71 of the LPSC and who can prove to be in possession of the minimum conditions of economic, financial and technical or

professional solvency by the means specified in the tender notice and in this document, may enter into contract with the public sector.

Legal persons may be awarded contracts only if their aims, objects or fields of activity, according to their own statutes or foundational rules, fall within the provisions of the contract.

The provisions of Articles 67 and 68 of the LPSC shall apply, respectively, to Community companies or companies from states signatory to the Agreement on the European Economic Area, and to non-Community companies.

For joint ventures, the provisions of Article 69 of the LPSC shall apply.

If, during the processing of this procedure and before the formalisation of the contract, there is a merger, division, transfer of the business assets or of a branch of activity, the tendering company will be succeeded in its position in the procedure by the acquiring company, the company resulting from the merger, the beneficiary of the division or the acquirer of the business assets or of the corresponding branch of activity, provided that it meets the conditions of capacity and absence of prohibitions on contracting, and accredits its solvency and classification under the conditions required in this document to be able to participate in the award procedure, in accordance with Article 144 of the LPSC.

In compliance with the provisions of Article 70 of the LPSC, the contracting authority shall take appropriate measures to ensure that the participation in the tender of companies that have previously participated in the preparation of the technical specifications or preparatory documents of the contract, or have advised the contracting authority during the preparation of the contracting procedure, does not distort concurrence.

In the event that the contracting authority opts for the exclusion of said companies, on the grounds that there is no other way to guarantee compliance with the principle of equal treatment, they will be given a hearing to justify that their participation in the preparatory phase does not have the effect of distorting concurrence or of giving them preferential treatment with respect to the rest of the tendering companies.

Entrepreneurs who are included in any of the incompatibilities regulated by Law 3/2016, of 30 November, on the Statute of Senior Officials of the Administration of the Castilla y León Region, may not participate in this tender.

## **II.- SELECTION OF CONTRACTOR AND AWARD OF CONTRACT**

### **CLAUSE 12.- FILE PROCESSING AND AWARD PROCEDURE.**

The contracting file will be processed ordinarily, through an open procedure with a plurality of award criteria, in application of articles 131, 145, and articles 156 to 158 of the LPSC, with community publicity.

In the process prior to the publication of this tender, a prior information notice was published on 27 May 2019, which in accordance with the provisions of Article 134.7 of

the LPSC allows reducing the deadline for the submission of proposals established in Article 156 of the LPSC.

### **CLAUSE 13.- CONTRACT AWARD CRITERIA AND WEIGHTING.**

Tenders shall be evaluated in accordance with the award criteria established below for each of the lots into which the object of this contract is divided.

#### ***LOT 1: SMART WALKER.***

#### **A.- Award criteria, the weighting of which depends on a value judgement. Up to a maximum of 80 points.**

**Technical quality of offer.**- For its evaluation, the tenderers will present a **technical proposal** with the structure and contents indicated below:

- \* Table of contents.
- \* Identification and scope of the offer. (Proposal summary).
- \* Technical report.
  - Proposal of additional functionalities to those established in the TS.
  - Feasibility proposal.
  - Project plan.
- \* Annexes.

The extension of the technical proposal will have a maximum of 70 DIN A4 pages plus cover and back cover, only written on one side, and a maximum of 35 pages if it is on both sides. ARIAL font with a minimum size of 10. In addition, a USB memory stick will be provided with the document. DINA3 pages folded in half may be accepted provided that they contain images that are poorly displayed in a DINA4 size. In this case, each A3 page will be counted as one.

Documentation that exceeds the above limits will not be subject to evaluation.

The aspects of this technical proposal to be evaluated and their corresponding weighting are the following:

#### **A.1.- Proposal of additional functionalities to those established in the TS. Maximum 30 points.**

The incorporation of the following additional functionalities will be evaluated:

- It will allow the storage of customisable user constants with the possibility of deleting and restarting.
- A seat may be incorporated for a weight of up to 90 kg.
- A storage bag may be attached to the structure.
- Estimated useful life additional to the basic 5 years established in the TS.
- Other functionalities that exceed the basic ones required in the TS.

### **A.2.- Feasibility proposal. Maximum 30 points.**

The degree of efficiency in the use of economic, personnel and temporary means in the proposed development of the basic functionalities, and where appropriate additional ones, will be evaluated.

The evaluation of this proposal will be based on the level of maturity of the proposal in relation to the state of the art, knowledge of the market and production costs of the prototypes, and the degree of detail of the description of the elements to be incorporated in the innovative solution.

This proposal will include the description of:

- **INTEROPERABILITY AND SCALABILITY.** It will include a description of the system components, indicating the standards used and the capacity of the solution developed to incorporate technological alternatives in the future (e.g. interoperability), improvements (e.g. in terms of usability, ergonomics, user satisfaction) or functional extensions (future scalability).
- **CONTINGENCY PLAN.** It will include the description of the different alternative ways of operation in case of any eventuality that limits the availability of the developed system.
- **BUSINESS PLAN OR FUTURE COMMERCIALISATION.** It will include the description of:
  - Most suitable target users.
  - Proposal of marketing channels.
  - Final price estimates.
  - Maintenance plan and support service: specifications on the maintenance that the solution is expected to require in terms of duration, cleaning, support for problems of components replacement.

### **A.3.- Project Plan. Maximum 20 points.**

The cross-cutting elements to be evaluated in the Project Plan are the following:

- Planning structure.

- Project timeline until the end of Milestone 4, from which the period offered for further research cannot be deducted (award criterion B1).
- Proposal for action in the exchange of information and documentation with the contracting authority.
- Proposal for action in the delivery of the prototypes to the places where the living lab is developed.
- Proposal of solution validation plan for the demonstration stages, indicating the auxiliary means necessary for the adequate use of the solution, where appropriate, including a training or capacity-building project deemed necessary and oriented to the support staff involved in the handling of the solution and / or the users themselves.
- Adjustment to security and data protection schemes.

All these elements shall be evaluated together, up to a maximum of 20 points, taking into account the structure and degree of detail of the planning, the delimitation of project phases, the definition of milestones and deliverables, the configuration of teams with an appropriate distribution of roles, the internal coherence and the adaptation of the proposed methodology to the objectives and deadlines of the project.

**B.- Award criteria evaluated through the application of formulas. Up to a maximum of 20 points.**

**B.1.- Period offered, in months, for the continuation of the research. Up to a maximum of 12 points.**

The continuation of the research is understood as the development of tasks of analysis and improvement of the final prototype, carried out after the end of the execution of Milestone 4, with the purpose of incorporating new functionalities or improvements in the design and/or production processes that respond to the needs detected in the final integrated report. When the successful tenderer has offered this continuation of the research, the development of this work should take place under similar conditions in terms of technical and personnel means, and the results of the same should be collected in a detailed report that the successful tenderer will deliver to the Administration.

Two points shall be awarded for each full month of continuation of the research offered after the end of the contract execution period.

**B.2.- Increase in the number of prototypes. Up to a maximum of 5 points.**

One point shall be awarded for each additional prototype (deliverables corresponding to milestone 1, milestone 2, and milestone 3) that the tenderer commits to delivering above the minimum number established in the TS.

**B.3.- Increase in the number of hours of physical attendance.** Up to a maximum of 3 points.

One point shall be awarded for every five additional hours of physical attendance offered by the tenderer in excess of the minimum number established by the TS.

For the evaluation of this criterion, tenderers shall express their offers in multiples of 5 hours.

The additional hours of availability will be devoted mainly to rendering the process of exchanging information and opinions between the contracting authority and the successful tenderer more complete and in-depth, which is considered positive within the framework of an RDI process such as that regulated in this tender document; to preparing the technical information relating to the innovative solution that the Gerencia de Servicios Sociales must report to the Procura Project Consortium, whether written or oral; or to providing collaboration and assistance during the process of communicating this information, at the request of the contracting authority.

### **Required Documentation: Annex III**

#### ***LOT 2: TOILET EQUIPPED WITH TECHNICAL AIDS.***

Tenders shall be evaluated on the basis of the following award criteria:

**A.- Award criteria, the weighting of which depends on a value judgement.** Up to a maximum of 80 points.

**Technical quality of offer.**- For its evaluation, the tenderers will present a **technical proposal** with the structure and contents indicated below, in accordance with the established award criteria:

- \* Table of contents.
- \* Identification and scope of the offer. (Proposal summary).
- \* Technical report.
  - Proposal of additional functionalities to those established in the TS.
  - Feasibility proposal.
  - Project plan.
- \* Annexes.

The extension of the Technical Report will have a maximum of 70 DIN A4 pages plus cover and back cover, only written on one side, and a maximum of 35 pages if it is on both sides. ARIAL font with a minimum size of 10. In addition, a USB memory stick will be provided with the document. DIN A3 pages folded in half may be accepted provided

that they contain images that are poorly displayed in a DINA4 size. In this case, each A3 page will be counted as one.

Documentation that exceeds the above limits will not be subject to evaluation.

The following criteria will be assessed from this technical proposal:

### **A.1.- Proposal of additional functionalities. Maximum 30 points.**

The incorporation of the following additional functionalities will be evaluated:

- It will allow the storage of customisable user constants with the possibility of deleting and restarting.
- Two independent but compatible solutions may be provided for sitting and lifting support, as well as the solution for washing and drying.
- Estimated useful life additional to the basic 5 years established in the TS.
- Other functionalities that exceed the basic ones required in the TS.

### **A.2.- Feasibility proposal. Maximum 30 points.**

The degree of efficiency in the use of economic, personnel and temporary means in the proposed development of the basic functionalities, and where appropriate additional ones, will be evaluated.

The evaluation of this proposal will be based on the level of maturity of the proposal in relation to the state of the art, knowledge of the market and production costs of the prototypes, and the degree of detail of the description of the elements to be incorporated in the innovative solution.

This proposal will include the description of:

- **INTEROPERABILITY AND SCALABILITY.** It will include a description of the system components, indicating the standards used and the capacity of the solution developed to incorporate technological alternatives in the future (e.g. interoperability), improvements (e.g. in terms of usability, ergonomics, user satisfaction) or functional extensions (future scalability).
- **CONTINGENCY PLAN.** It will include the description of the different alternative ways of operation in case of any eventuality that limits the availability of the developed system.
- **BUSINESS PLAN OR FUTURE COMMERCIALISATION.** It will include the description of:
  - Most suitable target users.
  - Proposal of marketing channels.
  - Final price estimates.

- Maintenance plan and support service: specifications on the maintenance that the solution is expected to require in terms of duration, cleaning, support for problems of components replacement.

### **A.3.- Project Plan. Maximum 20 points.**

The cross-cutting elements to be evaluated in the Project Plan are the following:

- Planning structure.
- Project timeline until the end of Milestone 4, from which the period offered for further research cannot be deducted (award criterion B1).
- Proposal for action in the exchange of information and documentation with the contracting authority.
- Proposal for action in the delivery of the prototypes to the places where the living lab is developed.
- Proposal of solution validation plan for the demonstration stages, indicating the auxiliary means necessary for the adequate use of the solution, where appropriate, including a training or capacity-building project deemed necessary and oriented to the support staff involved in the handling of the solution and / or the users themselves.
- Adjustment to security and data protection schemes.

All these elements will be evaluated together, up to a maximum of 20 points, taking into account the structure and degree of detail of the planning, the delimitation of project phases, the definition of milestones and deliverables, the configuration of teams with an appropriate distribution of roles, the internal coherence and the adaptation of the proposed methodology to the objectives and deadlines of the project.

### **B.- Award criteria evaluated through the application of formulas. Up to a maximum of 20 points.**

#### **B.1.- Period offered, in months, for the continuation of the research. Up to a maximum of 12 points.**

The continuation of the research is understood as the development of tasks of analysis and improvement of the final prototype, carried out after the end of the execution of the contract, with the purpose of incorporating new functionalities or improvements in the design and/or production processes that respond to the needs detected in the final integrated report. When the successful tenderer has offered this continuation of the research, the development of this work should take place under similar conditions in terms of technical and personnel means, and the results of the same should be collected in a detailed report that the successful tenderer will deliver to the Administration.

Two points shall be awarded for each full month of continuation of the research offered after the end of the contract execution period.

**B.2.- Increase in the number of prototypes.** Up to a maximum of 5 points.

One point shall be awarded for each additional prototype (deliverables corresponding to milestone 1, milestone 2, and milestone 3) that the tenderer commits to delivering above the minimum number established in the TS.

**B.3.- Increase in the number of hours of physical attendance.** Up to a maximum of 3 points.

One point shall be awarded for every five additional hours of physical attendance offered by the tenderer in excess of the minimum number established by the TS.

For the evaluation of this criterion, tenderers shall express their offers in multiples of 5 hours.

The additional hours of availability will be devoted mainly to rendering the process of exchanging information and opinions between the contracting authority and the successful tenderer more complete and in-depth, which is considered positive within the framework of an RDI process such as that regulated in this tender document; to preparing the technical information relating to the innovative solution that the Gerencia de Servicios Sociales must report to the Procura Project Consortium, whether written or oral; or to providing collaboration and assistance during the process of communicating this information, at the request of the contracting authority.

**Required documentation: Annex III**

**CLAUSE 14.- SUBMISSION OF PROPOSALS.**

The proposals of the interested parties will be secret and shall comply with the specifications and documentation governing the tender, and their submission implies the unconditional acceptance by the entrepreneur of the content of all of its clauses or conditions, without exception, as well as the authorisation to the Board and the contracting authority to consult the data collected in the Official Register of Tenderers and Classified Companies of the Public Sector or in the official lists of economic operators of a Member State of the European Union.

Each tenderer may not submit more than one proposal. Nor can they subscribe to any joint venture proposal if they have done so individually, or appear in more than one joint venture. The violation of these rules will result in the inadmissibility of all the proposals signed by the tenderer.

This contract does not admit VARIANTS.

In accordance with the provisions of Article 133 of the LPSC, the tendering companies may declare part of the documentation or information they provide as confidential, although this statement cannot be extended to the entire content of the proposal. This circumstance must be clearly reflected (overprinted, on the margin or in any other way) in the document itself. Confidentiality will affect, in particular, technical or commercial secrets and confidential aspects of tenders as well as any other information the content of which may be used to distort concurrence, either in this tendering procedure or in subsequent ones.

Tenderers may not withdraw their proposal within two months of the opening of proposals. This period shall be extended by fifteen days when it is necessary to follow the procedures referred to in Article 149.4 of the LPSC regarding tenders with abnormal or disproportionate values. The undue withdrawal of a proposal will be cause for preventing the tenderer from entering into contracts with the Public Administrations in accordance with the provisions of Article 71.2.a) of the LPSC.

The proposals of the interested parties together with the corresponding documentation shall be submitted within the period indicated in the tender notice published in the Public Sector Contracting Platform, in the manner indicated below:

#### **14.1.- Electronic submission of tenders.**

In accordance with the provisions of section 3 of the fifteenth Additional Provision of the LPSC, tenders will be submitted using electronic means through the Public Sector Contracting Platform (<https://contrataciondelestado.es>), in accordance with the provisions of the Guide to Electronic Tendering Services for Companies, which can be found through the following link: <https://contrataciondelestado.es/wps/portal/guiasAyuda>.

To this end, it is an inexcusable requirement to be a registered user and fill in both the basic data and additional data (see Guide for the Use of the Public Sector Contracting Platform for Companies, Economic Operator's Guide, available through the previous link).

- The tenderers, prior to their participation in any tendering procedure of the Administration of the Castilla y León Region, must also register or update their data in the Duero electronic contracting platform, if they have not carried out this update after 19 May 2017, or having carried it out, their data have changed subsequently.

- The registration and updating on the Duero Platform will be carried out by accessing the form available on the website of the Administration of the Castilla y León Region: <https://www.tramitacastillayleon.jcyl.es> "Application for registration / modification of company data".

- The citizen service 012 (983 327 850, from outside Castilla y León) will be able to assist tenderers in the registration process. The latter, in any case, may consult the technical requirements that their computer must meet if they access the webpage <http://www.ae.jcyl.es/reqae2/> with their browser.

Tenders must be submitted through the “Tender Preparation and Submission Tool”, so tenders that are not submitted through this tool, or within the period indicated in the tender notice, will not be accepted.

#### **14.2.- Form and content of proposals.**

Tenderers’ proposals shall be submitted in three envelopes, designated respectively as:

- **Envelope nº 1.** Title: Administrative documentation.
- **Envelope nº 2.** Title: Technical documentation relating to the award criteria that may be evaluated using a value judgement.
- **Envelope nº 3.** Title: Documentation relating to the award criteria that may be evaluated automatically.

All envelopes must be signed electronically by the tenderer or its representative and, in the case of a joint venture, must be signed by all the components of the same, through the “Tender Preparation and Submission Tool”, for which we refer to the Guide to Electronic Tendering Services for Companies, which can be found at the following link: <https://contrataciondelestado.es/wps/portal/guiasAyuda>.

#### **14.2 a) Contents of Envelope nº 1: Administrative documentation.**

In envelope nº 1, the following documentation shall be included:

**1.- Statement of responsibility, in accordance with the standard form of the European Single Procurement Document (ESPD), established by Regulation (EU) N° 2016/7 in its Annex II:**

<https://www.boe.es/doue/2016/003/L00016-00034.pdf>  
<https://ec.europa.eu/growth/tools-databases/espdc/filter?lang=es#>

In order to make it easier for companies to fill in the standard form of the ESPD established in Annex II of Regulation (EU) N° 2016/7, a set of guidelines has been established in the Resolution of 6 April 2016 of the Directorate General of State Assets, publishing the Recommendation of the Advisory Board on Administrative Contracting on the use of the ESPD provided for in the new Directive on public procurement (BOE N° 85 of 8 April 2016), which are available at the following address: <http://www.boe.es/boe/dias/2016/04/08/pdfs/BOE-A-2016-3392.pdf>.

With regard to the filling of “*Part IV: Selection criteria*” of the ESPD, tenderers shall only complete “*Section (a) Overall indication concerning all selection criteria*”, and no other section of this part need be completed. Subsequently, if the contracting authority deems

it appropriate in order to guarantee the success of the procedure, it may request, at any time prior to the adoption of the award proposal, that the tenderers provide documentation certifying compliance with the solvency conditions established to be awarded the contract. In any case, this documentation will always be required of the proposed successful tenderer.

- Where the employer relies on the solvency and means of other companies, each of them shall also submit a statement of responsibility, also complying with the ESPD standard form, containing the relevant information.

- In the event that several entrepreneurs participate in the tendering process as a joint venture, a statement of responsibility, also adjusted to the ESPD, shall be provided by each participating company, in addition to the commitment to constitute the joint venture by the entrepreneurs who are part of it, stating the following points:

- The names and circumstances of the entrepreneurs who subscribe to it.
- The participation of each one of them.
- The commitment to formally constitute a joint venture in the event of being awarded the contract.
- The appointment of a representative of the joint venture with sufficient powers to exercise the rights and fulfil the obligations deriving from the contract until its expiration.

In this case, the offer shall be signed by each and every one of its members.

- In the event that the contract is to be executed in Spain, foreign companies shall provide, in addition to the statement of responsibility, a declaration of submission to the jurisdiction of the Spanish courts and tribunals of any order, for all incidents that directly or indirectly may arise in the contract, and waiving, where appropriate, the foreign jurisdiction that may correspond to the tenderer.

## **2.- Statement of responsibility, in accordance with the model attached as Annex I to this document.**

The circumstances relating to the capacity, solvency and absence of prohibitions on contracting referred to in this statement of responsibility must be effective on the final date for the submission of tenders and at the moment of conclusion of the contract.

However, and in accordance with the provisions of Article 140.3 of the LPSC, the contracting authority or Board may ask tenderers to submit all or part of the supporting documents when they consider that there are reasonable doubts regarding the validity or reliability of the statement, when necessary for the proper conduct of the procedure and, in any case, before awarding the contract.

When the entrepreneur is registered in the Official Register of Tenderers and Classified Companies of the Public Sector or appears 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 prequalification system, and these are accessible free of charge to the aforementioned bodies, they shall not be obliged to present the supporting documents or other documentary proof of the data registered in the aforementioned locations, being only necessary the express declaration of the tenderer of their registration in the aforementioned Register or corresponding database.

**3.- Statement of responsibility, in accordance with the model attached as Annex IV to this document, regarding the identification of the contact person for the purpose of notifications in the electronic mailbox.**

If envelope nº 1 contains documentation corresponding to envelope nº 2 or 3, the tenderer will be excluded from the award procedure for violating the secret nature of the proposals (Article 139.2 of the LPSC).

**14.2 b) Contents of Envelope nº 2: Technical documentation relating to the award criteria that may be evaluated using a value judgement.**

The tenderer shall present in this envelope the documents relating to the TECHNICAL PROPOSAL OFFERED, sealed and also signed by whoever has sufficient power to do so, which allow the tender to be evaluated in accordance with the award criteria whose quantification depends on a value judgment established in this tender document and which will conform in format and extension to the provisions of clause 13 A) of this document.

If envelope nº 2 contains documentation corresponding to envelope nº 3, the tenderer will be excluded from the award procedure for violating the secret nature of the proposals (Article 139.2 of the LPSC).

**14.2 c) Contents of Envelope nº 3: Documentation relating to the award criteria that may be evaluated automatically or by mathematical formulas.**

This envelope shall include the documentation necessary for the automatic evaluation of the award criteria, duly sealed and signed by whoever has sufficient power to do so, and adjusted to the model established in this document as **Annex III**.

As the economic offer is not the object of evaluation, it is considered that all the offers are made for the amount of the base tender budget.

The Contracting Board shall reject, in a reasoned resolution, those proposals that are not in accordance with the documentation examined and admitted, have omissions, errors, deletions that prevent the terms in which the offer is formulated from being clearly known, vary substantially from the established model, or there is recognition on the part of the tenderer that the proposal suffers from an error or inconsistency that makes it unfeasible.

**14.3.- Examination of tenders.**

The electronic custody of the offers, as well as the electronic opening and evaluation of the documentation, will be carried out through the Public Sector Contracting Platform. Therefore, and in accordance with Article 157.4 of the LPSC, there will be no public event for the opening of envelope nº 3, relating to the criteria evaluated automatically.

#### **CLAUSE 15.- CONTRACTING BOARD AND COMMITTEE OF EXPERTS.**

The contracting authority shall be assisted in awarding the contract by a Contracting Board constituted in accordance with the provisions of Article 79.2 of Law 3/2001, of 3 July, of the Government and Administration of the Castilla y León Region, as well as Article 326 of the LPSC and Article 21 of RD 817/2009.

For the assessment of the award criteria, the weighting of which depends on a value judgement, a Committee of Experts consisting of at least three members with the appropriate professional qualifications to carry out this evaluation shall be set up. Their appointment will be published in the contractor profile prior to the public opening of the envelopes containing the technical proposals to be assessed by this Committee.

This Committee shall present a technical report on the tenders submitted, sufficiently reasoned and argued solely on the basis of the award criteria, the weighting of which depends on a value judgement, and detailing the points awarded to each of the tenderers. The report shall be elaborated and signed by all its members within a maximum of fifteen working days from the day following the opening of the documentation relating to these criteria. If any member does not agree with the report, they shall present another one explaining the reasons for their disagreement.

#### **CLAUSE 16.- CONSTITUTION OF CONTRACTING BOARD. OPENING OF ENVELOPES Nº 1.**

The Contracting Board will be constituted electronically through the Public Sector Contracting Platform, for the purpose of opening envelopes nº 1 and to rate the documents presented in time and form, without being bound by any circumstance referred to in Article 139.3 of the LPSC.

When the Contracting Board, in accordance with the provisions of Article 141.2 of the LPSC, detects rectifiable defects, it shall notify the entrepreneur by the electronic means of communication available to the Public Sector Contracting Platform, and shall make it public on the same day through the contractor profile, granting said entrepreneur a period of three days from the sending of the notification, so that they correct them before the Contracting Board, by the same means. Any tenderer who fails to rectify the defects or omissions in the documentation presented shall be definitively excluded from the award procedure.

The Contracting Board, once the documentation included in this envelope has been rated and any defects or omissions in the documentation presented have been rectified, will proceed to determine the companies that meet the selection criteria of this contract, with

an express pronouncement on those admitted to the tender, those rejected and the causes of this rejection.

The result of the rating of envelope nº 1 shall automatically generate a report in accordance with the provisions of Article 41 of Law 40/2015 of October 1, on the Legal Regime of the Public Sector (hereinafter LLRPS), signed with an electronic seal, in accordance with the provisions of Article 42.1a) of this same rule, which shall be published on the tender notice board through the Public Sector Contracting Platform.

### **CLAUSE 17.- OPENING OF ENVELOPES Nº 2 AND EVALUATION OF AWARD CRITERIA, THE WEIGHTING OF WHICH DEPENDS ON A VALUE JUDGEMENT.**

On the day and time indicated in the tender announcement published in the Public Sector Contracting Platform and in the Official Journal of the European Union (OJ), the envelope no. 2 of those tenderers who remain in the award procedure shall be opened and a report shall be generated as an automated action, which shall be published in accordance with the provisions of the previous clause.

Subsequently, the Contracting Board will obtain from the Committee of Experts referred to in clause 15 of this document, the technical report relating to the assessment of the award criteria whose weighting depends on a value judgement.

The technical report obtained, together with the documentation, will be submitted to the Contracting Board prior to the opening of the proposals referred to in the following clause of this document.

Proposals that do not comply with the required technical prescriptions will be excluded.

### **CLAUSE 18.- OPENING OF ENVELOPES Nº 3. CRITERIA THAT MAY BE EVALUATED USING MATHEMATICAL FORMULAS.**

On the day and time indicated in the tender notice published on the Public Sector Contracting Platform and in the OJ, envelope no. 3 of those tenderers who remain in the award procedure will be opened and a report will be generated as an automated action, which will be published on the tender notice board through the Public Sector Contracting Platform.

Likewise, prior to the opening of this envelope, the result of the evaluation of the award criteria that can be weighted according to a value judgement will be published on the tender notice board through the Public Sector Contracting Platform.

The overall evaluation of the tenders shall be carried out by adding the scores obtained by each tenderer in the evaluation of the award criteria, the weighting of which depends on a value judgement and the award criteria that may be evaluated through the application of formulas.

**Tie-breaking criteria**.- In the event that there is a tie between two or more tenders after the application of the award criteria, the following tie-breaking criteria will be applied, in accordance with Article 147.1 of the LPSC:

- Companies which, after the deadline for the submission of proposals, have a higher percentage of workers with disabilities on their payroll than the percentage imposed by law. In the event that they are equal, preference will be given to the tendering company with the highest percentage of permanent workers with disabilities in its workforce.

- Companies that, after the deadline for the submission of proposals, include measures of a social and labour nature that favour equal opportunities between men and women, such as equality plans when this is not compulsory in accordance with the applicable regulations, or measures to reconcile personal, family and working life.

To this end, the contracting authority shall, before awarding the contract, require the tied tenderers to provide documentation certifying the concurrence of the related preference criteria.

If the equality between the proposals still persists, or if none of the companies has preference according to the previous paragraph, the provisions of Article 147.2 of the LPSC shall apply.

In accordance with the previous sections, all actions taken shall be recorded in the corresponding minutes, in which the result of the procedure and its incidences shall be reflected.

## **CLAUSE 19.- CLASSIFICATION OF TENDERS AND DOCUMENTATION REQUIRED FROM THE TENDERER IN WHOSE FAVOUR THE AWARD PROPOSAL IS MADE.**

The Contracting Board shall classify the proposals presented in descending order, taking into account the award criteria indicated in this document and shall submit the corresponding proposal to the contracting authority.

Once the Board's proposal has been accepted by the contracting authority, the service in charge of processing the contracting procedure shall request the tenderer who has submitted the best offer to present, within a period of ten (10) working days, counting from the day following that in which the request was received, the documentation certifying the circumstances mentioned in the declaration of responsibility referred to in Article 140.1 of the LPSC and which are listed below:

### **1) Documents accrediting the legal personality and capacity to act of the entrepreneur.**

#### **a) Legal persons:**

The accreditation of its legal personality and capacity to act shall be carried out by means of a deed or document of constitution, the statutes or the founding act, which shall contain the rules governing its activity, duly registered where appropriate, in the corresponding Public Register, according to the type of legal person in question.

**b) Individual entrepreneurs:**

The accreditation of their personality and capacity to act will be carried out by means of the presentation of a notarised or administratively certified copy of the National Identity Document (ID) or of the document that, as the case may be, substitutes it in accordance with the regulations.

**c) Non-Spanish companies from Member States of the European Union or signatories to the Agreement on the European Economic Area:**

It shall be accredited by means of registration in the appropriate register, in accordance with the legislation of the State in which they are established, or through the presentation of an affidavit or the certifications indicated in Annex I.3 of the GRPACL.

**d) Other foreign entrepreneurs:**

It shall be accredited by means of a report issued by the Spanish Economic and Commercial Office abroad, in the terms established in Article 68 of the LPSC.

**e) Joint Ventures:**

Each member of the joint venture shall attest to its personality and capacity to act in accordance with the provisions of the preceding paragraphs.

**2) Documents accrediting, where appropriate, the representation of the entrepreneur.**

Those persons who appear or sign propositions on behalf of another, or act as their representative, must present sufficient power of attorney to this effect, accompanied by an authentic copy of the ID or of the document that, as the case may be, substitutes it in accordance with the regulations.

If the tenderer is a legal entity, the sufficient power of attorney must be registered, where appropriate, in the Commercial Register. In the case of a special power of attorney for a specific act, prior registration in the aforementioned Register will not be necessary.

**3) Documents accrediting economic and financial, and technical or professional solvency.**

The economic and financial, and technical or professional solvency will be accredited by means of the submission of the documents that are indicated below:

- Economic and financial solvency (Art. 87 of the LPSC). It will be accredited as follows:

Declaration of the entrepreneur indicating the annual turnover, which refers to the best financial year of the last three available depending on the dates of constitution or of the

initiation of the activities of the entrepreneur and of presentation of offers, must be equal or superior to one and a half times the estimated value of each one of the lots.

The minimum amount to be accredited is as follows:

Lot 1.- **€ 121,797.53**

Lot 2.- **€ 365,392.56**

In case of opting for the two lots, the amount to be certified will be **€ 487,190.**

- Technical or professional solvency (Article 90 of the LPSC). It shall be accredited through the following means:

a) A list of the principal services performed of the same or a similar nature as those forming the object of this contract over the last three years, indicating the amount, the date and the recipient, public or private, of those services. The services or work carried out shall be accredited by certificates issued or endorsed by the competent authority where the recipient is a public sector body; where the recipient is a private person, by a certificate issued by the latter or, in the absence of such a certificate, by a declaration of the entrepreneur accompanied by the documents in the entrepreneur's possession attesting to the performance of the service; where appropriate, these certificates shall be communicated directly to the contracting authority by the competent authority.

The accumulated annual amount that the entrepreneur must accredit as executed during the year with the highest level of execution of the mentioned period (last 3 years) will be of an amount equal to or greater than 70% of the annuity for each of the lots to which tenders are submitted, in services of the same or similar nature as those constituting the object of this contract, taking as a criterion of correspondence between the services executed by the entrepreneur and those constituting the object of the contract the equality between the first two digits of the CPV code indicated in clause 3 of this document (73).

The minimum amount to be accredited is as follows:

Lot 1.- **€ 56,838.85.**

Lot 2.- **€ 170,516.53.**

In case of opting for the two lots, the amount to be accredited will be **€ 227,355.38.**

In order to accredit the necessary solvency, the entrepreneur may rely on the solvency and means of other entities, regardless of the legal nature of the links that they have with them, provided that they demonstrate that throughout the execution of the contract, they will effectively have that solvency and means at their disposal, and the entity to which they resort is not subject to a prohibition on contracting.

If the tenderer has had recourse to the capacities of other companies, they shall also provide the documentation of these companies referred to in the previous sections and the written commitment of these companies which demonstrates that they actually have the solvency and the means declared for the performance of the contract (Article 75 of

the LPSC). As for the proof of economic and financial solvency, they must also provide the commitment to assume joint responsibility for the execution of the contract.

In the case of joint ventures, for the purpose of determining their solvency, the accredited characteristics shall be accumulated for each one of its members (Article 24.1 of the GRPAFL).

### **Certification of the Official Register of Tenderers.**

- When the accreditation of the personality and capacity to act, representation, professional or business qualification, economic and financial and technical or professional solvency, classification and other registered circumstances, as well as the concurrence or non-concurrence of the prohibitions on contracting is carried out by means of the certification of an Official Register of Tenderers and Classified Companies provided for in Article 96 of the LPSC or by means of a community certificate of entrepreneurs authorised to contract, in accordance with Article 97 of the LPSC, it shall be accompanied by the same declaration of responsibility of the tenderer relating to the fact that the circumstances reflected in the certificate have not undergone any variation (Annex II). In the event of a variation, proof of the same shall be declared and provided.

- In accordance with Order HAC/1102/2007, of 31 May, which regulates the Register of Tenderers of the Administration of the Castilla y León Region (Official Gazette of Castilla y León nº 121, of 22 June 2007), tenderers may request from the Secretary of the Advisory Board of Administrative Contracts of Castilla y León the certification corresponding to the state of the data and documents of the tenderer registered in the Register.

- In accordance with Article 8 of the aforementioned Order, tenderers shall be exempted from presenting, during the tendering procedure for the contract, the documentation that has been registered and deposited in the Register, provided that there have been no modifications or alterations that affect the registered data and provide, in substitution of said documentation, the corresponding certification issued by the Register. However, if the certificate includes data whose validity has expired, the tenderer may present the certificate together with the documents updating this information. In any case, the Contracting Board reserves the right to obtain the documentation it deems appropriate.

### **4) Documentation accrediting the obligation to have 2% of workers with disabilities or the adoption of alternative measures and compliance with the obligations established in current legislation on effective equality between men and women.**

In addition, in cases where it is compulsory to have two percent of workers with disabilities, or to adopt the corresponding alternative measures in compliance with the provisions of Royal Legislative Decree 1/2013, of 29 November, approving the revised text of the General Law on the Rights of Persons with Disabilities and their Social Inclusion (Official State Gazette of 3 December), tenderers shall provide a certificate from the company stating both the overall number of employees and the particular number of

employees with disabilities in the company, or in the case of having opted for compliance with alternative measures legally provided for, a copy of the declaration of exceptionality and a statement from the tenderer with the specific measures applied to that effect.

Likewise, in those cases where it is compulsory, the company or entity awarded the contract must provide a copy of its Equality Plan.

In cases where it is not compulsory for the company to have an Equality Plan, it must submit a statement of responsibility indicating that it employs 250 or fewer workers and in application of the pertinent collective agreement, it is not obliged to draw up and apply an Equality Plan, and that the labour authority has not agreed in a sanctioning procedure to replace the accessory sanctions with the drawing up and application of an Equality Plan (Annex V).

### **5) Tax obligations.**

Positive certification, issued by the State Tax Administration Agency, of being up to date with their tax obligations.

### **6) Social Security obligations.**

Positive certificate, issued by the General Treasury of the Social Security, of being up to date in the fulfilment of their obligations with Social Security.

The circumstances established in numbers 5 and 6 above may also be accredited by means of the certificate issued by the Official Register of Tenderers and Classified Companies accrediting the foregoing points.

Likewise, the tenderer shall not be obliged to provide the certifications indicated in numbers 5 and 6 when they have authorised the contracting administration to use the information provided for this purpose by the competent public administration. This authorisation shall be provided by the tenderer in the “Tender Preparation and Submission Tool”, and the authorisation document shall be generated automatically.

### **7) Tax on Economic Activities.**

In accordance with Article 15 of the GRPACL, the following documentation must be submitted in relation to this tax:

1) Tax registration. The tax heading in which the businessman or professional is registered must correspond to the object of the contract.

2) Receipt accrediting the payment of the due tax in the last year. The presentation of the receipt will also serve as proof of registration for the tax. When the entrepreneur is unable to provide this receipt because it is included in one of the cases provided for in Article 82 of Royal Legislative Decree 2/2004, of 5 March, approving the Revised Text of

the Law Regulating Local Treasuries, they must submit a declaration of responsibility for exemption from the tax.

In any case, natural persons will not have to provide the following documents: RECEIPT ACCREDITING PAYMENT OF SAID TAX AND DECLARATION OF RESPONSIBILITY FOR EXEMPTION.

3) Declaration of responsibility of not having withdrawn from registration of the mentioned tax.

## 8) Definitive guarantee.

Document accrediting that a guarantee of 5 per cent of the contract price has been constituted, excluding VAT. For the constitution of the guarantee, the provisions of Articles 107 and following of the LPSC and 61 of the GRPACL, and of Decree 7/2003, of 16 January, which regulates the Caja General de Depósitos (“General Deposits Fund”) of the Castilla y León Region, shall apply.

The guarantee may be provided in one of the following ways:

a).- In cash or in securities, which in any case shall be Public Debt, and subject, in each case, to the conditions established in Article 55 of the GRPACL. Cash and certificates of immobilisation of securities shall be deposited in the Caja General de Depósitos, dependent on the General Treasury of the Junta de Castilla y León or in any of the Treasury Sections of the Territorial Treasury Services of the Territorial Delegations of the Junta de Castilla y León.

b).- By means of a guarantee provided, in the form and under the conditions established in Article 56 of the GRPACL, by any of the banks, savings banks, credit cooperatives, credit financial institutions and reciprocal guarantee societies authorised to operate in Spain. The guarantee shall be deposited in the establishments indicated in letter a) above.

c).- By means of a surety insurance contract, entered into in the manner and under the conditions established in Article 57 of the GRPACL, with an insurance company authorised to operate in the field. The insurance certificate will be delivered to the establishments indicated in letter a) above.

In accordance with the provisions of ORDER EYH/817/2018 of 16 July (Official Gazette of Castilla y León, 24 July 2018), the constitution of cash guarantees in the Caja General de Depósitos of the Castilla y León Region may be carried out online, in accordance with the procedure regulated in the aforementioned Order ([https://hacienda.jcyl.es/web/jcyl/Hacienda/es/Plantilla100/1284394139710/\\_/\\_/\\_](https://hacienda.jcyl.es/web/jcyl/Hacienda/es/Plantilla100/1284394139710/_/_/_)).


In the event that the most advantageous offer is made by a joint venture, the guarantee may be constituted by one or more of its members, provided that as a whole the amount required in this document is reached and that it jointly and severally guarantees all the members of the joint venture.

When, as a consequence of a modification of the contract, the price of the contract changes, the guarantee must be readjusted so that it is in due proportion to the new modified price, within fifteen days from the date on which the employer is notified of the modification agreement.

The return or cancellation of the definitive guarantee will take place once the indicated guarantee period has expired and the contract has been satisfactorily fulfilled, or the contract has been terminated through no fault of the contractor.

### **Response to the request.**

The response to the request for documentation to the tenderer proposed as awardee shall be made through the electronic Register (Form for Administrative Contracting Procedures).

 Remisión de la documentación del propuesto como adjudicatario

(<https://www.tramitacastillayleon.jcyl.es/web/jcyl/AdministracionElectronica/es/Plantilla100DetalleFeed/1251181050732/Tramite/1284395815261/Tramite>).

Where the entrepreneur has to produce public notarial or registration documents, they shall submit the certified true copies of these public documents directly to the services of the contracting authority.

If the requirement is not properly complied with within the period indicated, it shall be understood that the tenderer has withdrawn its offer and, in accordance with Article 150.2 of the LPSC, a penalty shall be imposed in the amount of 3% of the base tender budget of this contract, excluding VAT. This amount shall be paid into the treasury account of the Gerencia de Servicios Sociales indicated at the time and, in the absence of the latter, by means of the administrative enforcement procedure. All this is without prejudice to the application of the provisions of Article 71.2 (a) of the LPSC regarding the prohibitions on contracting.

In this case, the same documentation will be obtained from the next tenderer, in the order in which the tenders have been classified.

The award proposal does not create any right in favour of the proposed entrepreneur against the Administration. However, when the contracting body does not award in accordance with the proposal made, it must give reasons for its decision.

### **CLAUSE 20.- CONTRACT AWARD.**

Once the documentation required has been received in due time and form from the highest ranked tenderer, the contracting authority shall award the contract within five working days following receipt of said documentation.

A tender may not be declared void if there is any offer or proposal that is admissible in accordance with the criteria contained in this document.

The award shall be made within a maximum period of two months from the day following the opening of the proposals (Article 158.2 of the LPSC). This period shall be extended by 15 working days when it is necessary to follow the procedures referred to in Article 149.4 of the LPSC, due to the existence of tenders made in presumption of abnormality.

The award resolution must be reasoned, the successful tenderer and the other tenderers will be notified and it will be published in the contracting authority's contractor profile within 15 days. This notification shall indicate the period within which the contract must be formalised.

Notification shall be made by electronic means in accordance with the provisions of the fifteenth additional provision of the LPSC.

#### **CLAUSE 21.- DECISION NOT TO AWARD THE CONTRACT AND WITHDRAWAL.**

In accordance with the provisions of Article 152 of the LPSC, the decision not to award or to conclude the contract, or the withdrawal from the award procedure may be agreed by the contracting authority prior to formalisation.

The decision not to award or to conclude the contract may only be taken for reasons of public interest duly justified in the file. In this case, a new invitation to tender for the object of the contract may not be promoted as long as the reasons put forward for the decision persist.

Withdrawal from the procedure must be based on a non-rectifiable infringement of the rules of preparation of the contract or of the rules governing the award procedure, and the concurrence of the cause must be justified in the file. Withdrawal shall not prevent the immediate initiation of a tender procedure.

In both cases, the candidates eligible to participate in the tender or tenderers shall be compensated for the expenses incurred up to the limit of three per thousand of the contract budget.

#### **CLAUSE 22.- CONTRACT FORMALISATION.**

The contract is concluded with its formalisation and shall be understood to have been concluded in the place where the head office of the contracting authority is located.

Prior to the formalisation of the contract, the successful tenderer shall provide the following documentation:

- In the event that the successful tenderer is a joint venture, the public deed of formalisation of the same, whose duration will coincide with that of the contract until its extinction.
- Any other complementary documentation required by the contracting authority.

The contract may not be formalised before fifteen working days have elapsed since the notification of the award is sent to the tenderers.

Once the period provided for in the previous paragraph has elapsed without an appeal having been lodged which entails the suspension of the formalisation of the contract, the service in charge of processing the contracting file shall request the successful tenderer to formalise the contract within a period of no more than five days from the day following that in which the request was received. In the same way, it will proceed when the competent body for the resolution of the appeal has lifted the suspension.

The contract shall be drawn up in the form of an administrative document that complies precisely with the terms of the invitation to tender and which shall be sufficient to give access to any public register. Under no circumstances may clauses involving the alteration of the terms of the award be included in the document in which the contract is formalised.

The contractor may request that the contract be raised to public deed, at their own expense.

Where, for reasons attributable to the successful tenderer, the contract has not been concluded within the period indicated, the amount of 3% of the base tender budget, excluding VAT, shall be charged as a penalty and shall be paid first against the definitive guarantee, without prejudice to the prohibitions on contracting in Article 71.2 (b) of the LPSC.

In this case, the contract will be awarded to the next tenderer in the order in which the tenders were classified, upon presentation of the documentation established in Article 150.2 of the LPSC, resulting in the application of the terms established in Article 153.4 of the LPSC.

The execution of the contract may not begin without prior formalisation.

### **Notice of formalisation**

The contracting authority shall send the notice of formalisation of the contract to the OJ no later than 10 days after the formalisation of the contract. Likewise, the notice of formalisation must be published, together with the contract, in the contracting authority's contractor profile within no more than 15 days of its conclusion.

## **CLAUSE 23.- ELECTRONIC COMMUNICATIONS.**

In accordance with paragraph 1 (f) of the sixteenth additional provision, the level of security required for the electronic means of communication used at the various stages of this procedure shall be proportionate to the risks associated with the exchanges of information to be carried out and must therefore be distinguished in electronic communications:

a) Communications through the Public Sector Procurement Platform related to the tender and for the award of contracts, the level of security will be according to the following description:

- The tenders will be identified, through systems based on recognised electronic certificates or qualified electronic signature issued by providers included in the “Trust List of Certification Service Providers”, in accordance with Article 9.2.a) of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Administrations (hereinafter LCAP) for access to the electronic communications addressed by the Board or, failing that, by the contracting authority, to the tenderer through the Public Sector Procurement Platform related to:

1.- The rectification referred to in Article 141.2 in fine of the LPSC.

2.- The requirement of documentation to the tenderers or candidates referred to in Article 140.3 of the LPSC.

3.- The request to the tenderer or tenderers whose offers are in presumption of abnormality according to Article 149.4 of the LPSC.

- The response to the request through the Public Sector Procurement Platform shall require, in accordance with Article 10.2 a) of the LCAP, systems of recognised and advanced qualified electronic signature based on recognised or qualified electronic certificates of electronic signature issued by providers included in the “Trust List of Certification Service Providers”.

The award of the contract and its formalisation will be published in the contractor profile.

b) In communications through the Duero Electronic Contracting Platform, the level of security will be as follows:

- Notifications by electronic means to the contractor shall be made, in accordance with the provisions of the first paragraph of the fifteenth additional provision of the LPSC in combination with Article 28.2.a) of Decree 7/2013 of 14 February, on the use of electronic means in the Administration of the Castilla y León Region, through the citizen’s electronic

mailbox, as an electronic address system, enabled at the head office in the manner regulated in Article 29 of the aforementioned Decree.

- The electronic notifications that will be made through the Duero Electronic Contracting Platform are the following:

1.- The request to the tenderer who has submitted the best offer pursuant to Article 150.2 of the LPSC.

2.- The award of the contract.

3.- The notifications corresponding to the formalisation and the contract execution phase.

- For notifications through the citizen's electronic mailbox, the tenderer in accordance with Article 140.1.a) 4º) of the LPSC must identify, in the administrative documentation that accompanies the offer, at least one physical contact person representing the company (it is not required that they have the status of proxy), who has created their citizen's electronic mailbox at the electronic address <https://www3.ae.jcyl.es/nofb/> and is subscribed in this mailbox to the administrative contracting procedures (Annex IV).

- The electronic notifications will be addressed to the contact person who has been identified. In the event that the tenderer or contractor wishes to designate another contact person, this must be made known to the contracting authority, it being understood that until information has been provided on the new contact person, the notifications sent to the person designated by the tenderer or contractor are validly made and the deadlines will be calculated from the date of their dispatch provided that the object of the notification has been published on the same day in the contractor profile in accordance with the first paragraph of the fifteenth additional provision of the LPSC.

- For access to notifications sent to the citizen's electronic mailbox, systems of recognised or advanced qualified electronic signatures based on qualified electronic certificates of electronic signatures issued by providers included in the "Trust List of Certification Service Providers" shall be required, in accordance with Article 10.2 a) of the LCAP.

**In the contractual execution phase**, the requests, documents and communications that the contractor sends to the contracting authority shall be submitted in electronic format to the Electronic Register of the Administration of Castilla y León, whose operation is regulated in Chapter V of Decree 7/2013, of 14 February, on the use of electronic means in the Administration of the Castilla y León Region. However, the authentic copies of the public deed of constitution of the joint venture referred to in Article 69.1 of the LPSC and the contract assignment deed referred to in Article 214.2 d) of the LPSC shall be presented directly to the services dependent on the contracting authority.

Submission to the Electronic Register will be made through the "Application for administrative contracting procedures" form, which is available at the Electronic

Headquarters of the Administration of the Castilla y León Region:  
<https://www.tramitacastillayleon.jcyl.es>.

Prior to the electronic registration of the request, document or communication and, where applicable, of the annexes, the documents must be authenticated by means of a recognised advanced electronic signature, in accordance with Law 59/2003, of 19 December, on electronic signatures.

In the electronic register, the Annex documents must be in PDF format and comply with the XML AdvancedElectronicSignatures (XAdES) signature standard.

If the electronic filing of requests, documents and communications addressed by the contractor to the contracting authority is carried out by a natural person who does not have the authority to represent the contractor company, the electronic signature of the documentation accrediting the corresponding procedure must be obtained from the natural person with the authority to represent the contractor company prior to filing by the Register.

In order for the electronic signature of the natural person with powers to be recognised by the Electronic Register of the Administration of Castilla y León, this electronic address: <https://www.ae.jcyl.es/fiex/> must be accessed (a direct link is available at: <http://www.contratacion.jcyl.es/>) and the documentation must be signed.

Once the documentation has been signed, a file will be generated in pdf.xml format for each signed document, which must subsequently be attached as an Annex to the Electronic Register by the natural person who is going to carry out the Register.

### **Formats of electronic documents:**

Documents submitted by tenderers and contractors must be in PDF format and comply with the XML AdvancedElectronicSignatures (XAdES) signature standard. The size per document shall not exceed 8 MB.

## **III.- RIGHTS AND OBLIGATIONS OF THE PARTIES.**

### **CLAUSE 24.- PAYMENT OF CONTRACT PRICE.**

The contractor shall be entitled to the payment of the agreed price for the services effectively performed and formally received by the Administration, in accordance with the provisions of this document.

The payment of the work inputs for each of the lots will be made by means of a single payment at the end of Milestone 4 for each contract and after certification of conformity with the work carried out, issued by the person responsible for the contract.

Payments will be made by bank transfer to the contractor's account, after presentation of the corresponding invoice, for the services contracted and effectively carried out in each of the Centres where the service is provided, according to the price offered by the successful tenderer, with the VAT charge on the total amount invoiced, as a separate item to the Administration.

The successful tenderer is obliged to invoice electronically, and must indicate the contract code on the invoice issued, on either of the following two labels: 3.1.6.1.5 Receiver Contract Reference/ 3.1.6.1.7 Receiver Transaction Reference.

Invoices must comply with all the requirements established by the pertinent regulation, in accordance with that established in the Regulation regulating invoicing obligations, approved by Royal Decree 1619/2012, of 30 November, with the mentions indicated in the thirty-second Additional Provision of the LPSC. For these purposes, the administrative body with competence in matters of public accounting, the managing body and the processing unit of the contract are as follows:

ACCOUNTING OFFICE CODE (AO)	NAME OF AO	MANAGING BODY (MB) CODE	NAME OF MB	PROCESSING UNIT (PU) CODE	NAME OF PU
A07008921	Intervention Delegate Department of Family and Equal Opportunities -Valladolid	A07008911	Gerencia de Servicios Sociales de Castilla y León - Valladolid	A07010847	Economic Administration Service

## CLAUSE 25.- ESSENTIAL CONTRACTUAL OBLIGATIONS.

The fulfilment of the tender made by the successful tenderer in accordance with the award criteria laid down in this tender document is considered to be an essential contractual obligation of this contract.

Failure to comply with this obligation shall be cause for termination of the contract, in accordance with the provisions of Article 211 f) of the LPSC.

## CLAUSE 26.- SPECIAL CONDITIONS OF EXECUTION.

In accordance with Article 202 of the LPSC and Agreement 44/2016 of 21 July of the Junta de Castilla y León, which approves binding guidelines for the contracting

authorities of the General and Institutional Administration of the Castilla y León Region on the incorporation of social aspects in contracting, the following special conditions are established for the execution of this contract:

1.- The obligation of the successful tenderer to comply during the entire term of the contract with the wage and working conditions established in the applicable sectoral collective agreement. To this end, the contracting authority may require, at any time, documentation accrediting compliance with this obligation.

2.- In the event that it is necessary to hire personnel for the execution of the contract, as well as for substitutes for the leaves and holidays of the workers assigned to the contract, the said contracting shall be carried out with persons who, complying with the capacity and training requirements necessary for the correct performance of the functions proper to the professional profiles required in the technical specifications, are included in one of the groups listed below:

- a) Persons with disabilities who may be included in the labour market.
- b) Beneficiaries of guaranteed minimum income.
- c) Long-term unemployed over forty-five years of age.
- d) Unemployed youth, primarily women.
- e) Women victims of gender violence.

In order to monitor this condition, the successful tenderer shall send a quarterly execution report to the Directorate of the Centre, together with a list of the names, surnames and IDs of the employees assigned to the service, together with a copy of the employment contracts of the persons not included in the list initially provided.

Proof of compliance with this special execution condition shall be provided in accordance with the provisions of Annex I.II.3 and 5 of the aforementioned Agreement 44/2016.

Failure to comply with these special conditions of execution shall give rise to the imposition of penalties, in accordance with the provisions of clause 34 of this document.

## **CLAUSE 27.- LABOUR, SOCIAL, FISCAL AND ENVIRONMENTAL PROTECTION OBLIGATIONS.**

The contractor is obliged to comply with the regulations in force in fiscal matters as well as matters of labour, social security, social integration of persons with disabilities, gender equality, prevention of labour risks and protection of the environment, as well as those promulgated during the execution of the contract.

They must also comply with the wage conditions of the workers established in the applicable sectoral collective agreements throughout the contract execution period.

In general, the contractor shall be liable for any obligations imposed on him/her as an employer, as well as for compliance with any rules regulating and developing the labour

relationship or any other type of relationship existing between the former, or between its subcontractors, and the workers of either or both, without being allowed to pass on to the Administration any fine, sanction or any type of responsibility imposed by the competent bodies for non-compliance with any of them.

In any case, the contractor shall indemnify the Administration for any amount it is obliged to pay for non-compliance with the labour and social obligations established in this document, even if imposed by judicial or administrative decision.

## **CLAUSE 28.- SPECIAL RULES REGARDING THE LABOUR FORCE OF THE CONTRACTOR COMPANY.**

The contractor company is exclusively responsible for selecting the personnel who, meeting the requirements set out in the specifications, will form part of the work team assigned to the execution of the contract, without prejudice to verification by the contracting authority of compliance with those requirements.

The contractor company shall ensure that there is stability in the work team, and that variations in its composition are specific and justified, in order not to alter the proper functioning of the service. These variations must be communicated to the contracting authority.

The contractor assumes the obligation to exercise in a real, effective and continuous manner, the power of direction inherent to any entrepreneur on the personnel in charge of the execution of the contract. In particular, it will assume the negotiation and payment of salaries, the granting of leaves and holidays, the replacement of workers in the event of leaves or absence, legal obligations in the field of social security, including the payment of contributions and the payment of benefits, where appropriate, legal obligations in the field of prevention of occupational risks, the exercise of disciplinary authority, as well as any rights and obligations deriving from the contractual relationship between employee and employer, without being allowed to pass on to the Administration any fine, sanction or any type of responsibility imposed by the competent bodies for non-compliance with any of them.

The contractor company shall take special care to ensure that the workers assigned to the performance of the contract carry out their activity without exceeding the functions performed in respect of the activity defined in the specifications as the object of the contract.

The contractor company will designate a responsible person, integrated in its own staff, who shall fulfil the following obligations, among others:

a) To act as the contractor company's interlocutor with the Administration, channelling communication between the contractor company and the staff of the work team assigned

to the contract, on the one hand, and the Administration, on the other hand, in all matters relating to the execution of the contract.

b) To distribute the work among the personnel in charge of the execution of the contract, and to give these workers the work orders and instructions that are necessary in relation to the provision of the contracted service.

c) To supervise the correct performance, by the personnel forming part of the work team, of the functions entrusted to them, as well as to control the attendance of said personnel at the work post.

d) To organise the system of paid leave or holiday of the personnel assigned to the execution of the contract, having to coordinate adequately with the Administration to such effect, in order not to alter the proper operation of the service.

e) To inform the Administration of any variations, occasional or permanent, in the composition of the work team assigned to the execution of the contract.

Upon termination of this contract, the persons who have carried out the work that is the object of the contract as personnel of the contractor entity may under no circumstances be consolidated. To this end, the employees or managers of the Administration must refrain from carrying out acts that imply the exercise of powers that, as part of the legal labour relationship, correspond to the contractor company.

## **CLAUSE 29.- OTHER OBLIGATIONS IN CONNECTION WITH THE EXECUTION OF THE CONTRACT.**

### **29.1.- Contractor's obligations in the event of subcontracting.**

The contractor may agree to undertake the partial execution of the contract with third parties, up to the percentage of 60% of the contract price, complying with the requirements set out in paragraph 2 b) of Article 215 of the LPSC.

In any case, the contractor must communicate in writing to the contracting authority, after the award of the contract and, at the latest, upon initiating the execution of the contract, the intention to conclude the subcontracts, indicating the part of the service to be subcontracted and the identity, contact details and legal representative or representatives of the subcontractor, and justifying sufficiently the aptitude of the subcontractor to carry it out by reference to the technical and human elements at its disposal and to its experience, and certifying that it is not prohibited from contracting in accordance with Article 71 of the LPSC.

If subcontracting involves the processing of personal data, the processor must communicate this in writing to the controller, clearly and unequivocally identifying the

subcontracting company and its contact details. Subcontracting may be carried out with the permission of the controller.

The subcontractor, who is also processor, is also obliged to fulfil the obligations laid down in the processor's contract with the successful tenderer and the instructions given by the controller. It is up to the initial processor to regulate the new relationship, so that the new processor is subject to the same conditions (instructions, obligations, security measures...) and with the same formal requirements as the initial processor, as regards the proper processing of personal data and the guarantee of the rights of the persons concerned. In the event of non-compliance by the sub-processor, the initial processor shall remain fully responsible before the controller for the fulfilment of the obligations.

Both the processor and the sub-processor must uphold the duty of confidentiality with regard to the personal data to which they have had access by virtue of the present call, even after the end of its object.

Failure by the contractor to comply with the conditions laid down in Article 215 of the LPSC to proceed with subcontracting, as well as failure to accredit the suitability of the subcontractor, will give rise to the imposition of a penalty of 50% of the amount of the subcontract.

With regard to payments to subcontractors and suppliers, the main contractor shall be obliged to comply with the requirements and obligations established in Articles 216 and 217 of the LPSC.

In any case, the subcontractors shall be bound only to the main contractor, who shall therefore assume full responsibility for the execution of the contract vis-à-vis the Administration. They shall also be obliged to comply with the environmental, social and labour obligations established in Article 201 of the LPSC.

Subcontractors shall not have the right of direct action against the contracting Administration for obligations contracted with them by the contractor as a consequence of the execution of the main contract and subcontracts.

### **29.2.- Insurance.**

The contractor must have compulsory insurance for the operations required for the execution of the contract, and accredit its existence if so required by the administration prior to the formalisation of the contract and during the term of the same.

### **29.3.- Health and safety at work.**

When the nature of the object of the contract requires the intervention of workers subject to a special risk to health and safety in its execution, whether physical, psychophysical,

chemical or biological, the successful tenderer must submit a Health and Safety Plan. This Plan will include, among others, the following aspects:

- Control of occupational accidents or illnesses.
- Determination of the person in charge of surveillance and monitoring of the Health and Safety Plan.

The initiation of the service will be subordinated to the approval of the Health and Safety Plan by the contracting authority, following a favourable report from the competent professional.

#### **29.4.- Duty of confidentiality.**

The contractor is obliged to maintain confidentiality with respect to data and background information which, although not public or notorious, are related to the object of the contract, of which they become aware at the time of the execution of the contract. This obligation to confidentiality shall survive the completion of the contract.

#### **29.5.- Expenses and taxes payable by the contractor.**

It shall be the responsibility of the contractor to:

- a) Obtain the authorisations and licenses, documents or any information, both official and private, required for the start and execution of the service.
- b) Compensation for damages caused both to the Administration and to third parties as a consequence of the operations required for the execution of the contract, except when such damages have been caused by an immediate and direct order of the Administration, within the limits indicated in the Laws.

### **IV. CONTRACT EXECUTION**

#### **CLAUSE 30.- PRINCIPLE OF RISK AND VENTURE.**

The execution of the contract shall be carried out at the risk and venture of the contractor, subject to the clauses of this tender document and to the particular technical prescriptions and in accordance with the instructions given to the contractor by the Administration for its interpretation.

#### **CLAUSE 31.- CONTRACT MANAGER.**

In accordance with the provisions of Article 62 of the LPSC, the incumbent of the Administrative Technical Direction of the Gerencia de Servicios Sociales will act as

contract manager. For the development of its functions, he/she will be able to count on the assistance and advice of experts, within the framework of the validation processes of the public purchase of innovation, and of the cooperation between the entities that form part of the European Procura Project.

### **CLAUSE 32.- LOCATION OF SERVICE PROVISION.**

The provision of the contracted services will take place at the offices of the successful tenderer and, where appropriate, at the head office of the Gerencia de Servicios Sociales.

### **CLAUSE 33.- SERVICE MONITORING. RESPONSIBILITY OF CONTRACTOR.**

During the execution of the work that is the object of this contract, the contracting authority shall exercise the powers of inspection and supervision necessary to ensure the proper functioning of the service. For this purpose, the contractor shall facilitate the supervision and inspection of the performance of the contract by this Administration, in order to verify its correctness, and may be required to rectify any defects detected in it.

To this end, the successful tenderer is obliged to devote sufficient personnel and material resources to the execution of the service and to notify the contracting authority of any variation in relation to them. The substitution of workers assigned to the contract may not be carried out without the prior authorisation of the Administration.

### **CLAUSE 34.- PENALTIES.**

#### **a.- For delay.**

The successful tenderer is obliged to comply with the contract within the total period established for the execution of the same, as well as with the partial periods indicated for its successive execution. When the successful tenderer, for reasons attributable to the same, has incurred in delay with respect to the fulfilment of the total period, the Administration may opt, in view of the circumstances of the case, for the termination of the contract or for the imposition of daily penalties in the proportion of 0.60 euros for every 1000 euros of the contract price, excluding VAT.

#### **b.- For non-compliance with the special execution conditions established in clause 26 of this document.**

Failure to comply with the special execution condition indicated in point 1 of clause 26 of this document shall give rise to the imposition of a penalty amounting to 7% of the contract price for each of the lots.

Failure to comply with the special execution condition indicated in point 2 of clause 26 of this contract, without due justification by the contractor, will give rise to the imposition of

a penalty amounting to 500 euros for each new hiring / replacement of personnel assigned to the service that does not meet any of the circumstances established in the aforementioned clause.

### **c.- For partial non-compliance or defective compliance.**

Partial non-compliance or defective compliance in the execution of the service that is the object of the contract, for reasons attributable to the successful tenderer, will result in the imposition of the following penalties on the contractor, consisting of fines in the amounts detailed below:

- Slight non-compliance: up to 1% of the contract price for each of the lots (excluding VAT).
- Serious non-compliance: up to 2% of the contract price for each of the lots (excluding VAT).
- Very serious non-compliance: up to 7% of the contract price for each of the lots (excluding VAT).

To that effect, non-compliance is classified as: slight, serious and very serious.

#### **1.- Slight non-compliance:**

Repeated disobedience on more than two occasions to the requirements and instructions given by the Administration regarding the manner and regime of carrying out the work.

#### **2.- Serious non-compliance:**

Fraud in the way the contract is executed.

#### **3.- Very serious non-compliance:**

The total and absolute stoppage in the execution of the work due to causes attributable to the contractor.

In accordance with the provisions of Article 192.2 of the LPSC, when the contractor, for reasons attributable to the same, has partially failed to execute the services defined in the contract, the Administration may opt, taking into account the circumstances of the case, for its rescission or for the imposition of the penalties previously indicated.

The penalties, if any, imposed on the contractor will be proportional to the seriousness of the non-compliance and their amount may not exceed 10% of the contract price, excluding VAT, nor may their total exceed 50% of the contract price.

In order to impose this type of penalty, a procedure will be carried out in which the contractor will necessarily be heard.

In the event of partial non-compliance or defective compliance or delay in execution, when the penalties imposed do not cover the damage caused to the Administration, the latter shall demand compensation for damages from the contractor.

The penalties shall be imposed by agreement of the contracting authority, adopted at the proposal of the contract manager, which shall be immediately enforceable, and shall be

effective by deduction of the amounts that, by way of payment, total or partial, must be paid to the contractor or on the guarantee that, where applicable, has been constituted, when they cannot be deducted from the aforementioned payments.

In the procedure for the imposition of these penalties, the contractor will necessarily be heard.

### **CLAUSE 35.- CONTRACT MODIFICATION.**

No modifications of this contract are foreseen, therefore these will only be possible in specific cases, following the requirements and demands established in Article 205 of the LPSC.

### **CLAUSE 36.- CONTRACT SUSPENSION.**

The contract may be suspended in accordance with the provisions of Articles 208 and 198.5 of the LPSC, also being applicable Article 103 of the GRPACL.

If the Administration agrees to the suspension of the contract or if the suspension takes place due to the application of the provisions of Article 198.5, a report will be issued, ex officio or at the request of the contractor, in which the circumstances that have motivated the suspension and the factual situation in the execution of the contract will be recorded.

Once the suspension has been agreed, the Administration shall pay the contractor the damages effectively suffered by him/her, subject to the rules established in paragraph 2 of Article 208 of the LPSC.

If the service that is the object of the contract cannot be executed at the agreed location for the provision of the service for reasons attributable to the contracting authority, the execution period shall be suspended. The execution period shall be resumed when the reason that made it impossible to perform the service disappears. Both the suspension and the resumption period shall be notified to the contractor.

### **CLAUSE 37.- CONTRACT ASSIGNMENT.**

The rights and obligations arising from this contract may be assigned by the contractor to a third party under the terms and conditions set out in Article 214 of the LPSC.

In order for contractors to assign their rights and obligations to third parties, the following requirements must be met:

a) That the contracting authority authorises, in advance and expressly, the assignment. This authorisation shall be granted provided that the requirements set out in the following letters 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 contract. This requirement shall not apply if the assignment occurs while the contractor is in insolvency even though the liquidation phase has been opened, or has notified the competent court for the declaration of insolvency that it has begun negotiations to reach a refinancing agreement, or to obtain adhesions to an early agreement proposal, in the terms provided for in insolvency legislation.

c) That the assignee has the capacity to contract with the Administration and the solvency required depending on the stage of execution of the contract, and must be duly classified if such requirement has been demanded of the assignor, and not be subject to a reason for the prohibition of contracting.

d) That the assignment is formalised, between the successful tenderer and the assignee, in a public deed.

The assignee shall be subrogated to all the rights and obligations that would correspond to the assignor.

## **V.- CONTRACT TERMINATION.**

### **CLAUSE 38.- RECEIPT OF CONTRACT.**

The contract shall be understood to have been fulfilled by the contractor when, once the total period of the contract has expired, the entirety of its object has been carried out in accordance with the established terms and to the satisfaction of the Administration.

If the service that is the object of the contract conforms to the prescriptions established for its execution, it shall be received or agreed by means of a formal act, within the month following the delivery or realisation of the object of the contract.

Until receipt, the successful tenderer shall be liable for the correct execution of the service which is the subject of the contract and for any defects therein, without it being exempt or being conferred any right in the circumstance that the contracting authority has examined or recognised them during their preparation, or accepted them in checks, valuations or partial certifications.

If the contractor's service does not meet the necessary conditions to proceed with its receipt, the appropriate instructions will be given to correct the defects observed within the period established for this purpose, and receipt will not proceed until the said instructions have been completed, and the corresponding report will then be drawn up.

If the work carried out is not in line with the contracted service, as a result of faults or defects attributable to the contractor, the contracting authority may reject the same, being exempt from the obligation to pay or having the right, where appropriate, to recover the price paid.

#### **CLAUSE 39.- GUARANTEE PERIOD.**

Under the provisions of Article 210.3 of the LPSC, a guarantee period of one year is established, starting from the date of receipt or conformity of the services that is the object of the contract.

If, during the guarantee period, the existence of faults or defects in the work carried out is accredited, the contracting authority shall request the contractor to rectify them.

At the end of the guarantee period and without the Administration having formalised any objection, the contractor will be exempt from all liability for the service provided, and the definitive guarantee will be returned or cancelled.

#### **CLAUSE 40. – CONTRACT TERMINATION.**

The causes for the termination of the contract are those provided for in Articles 211 and 313 of the LPSC, with the rights established therein.

The non-compliance with the contractual obligation qualified as essential in clause 25 of this document shall also be cause for termination of the contract.

In addition, the contract may be terminated by the contracting authority in the event of non-compliance with the total period, provided that the contracting authority does not opt for the imposition of the penalties indicated in Article 193 of the LPSC. If the delay is due to reasons not attributable to the contractor, the provisions of Article 195 of the LPSC shall apply.

Whenever the penalties for delay reach a multiple of 5 per cent of the contract price, the contracting authority shall be entitled to terminate the contract or agree to continue its execution with the imposition of new penalties.

When the contractor, for reasons attributable to it, has failed to comply with the partial deadlines established in the contract, the contracting body may opt, without distinction, for its termination or for the imposition of the penalties provided for in the event of failure to comply with the total period.

The termination of the contract will be agreed by the contracting authority ex officio or at the request of the contractor, through a procedure processed under the regulation established by Article 109 of the GRPACL.

When the contract is terminated due to culpable breach of contract by the contractor, the definitive guarantee will be confiscated and the Administration will also have to be compensated for damages caused that exceed the amount of the guarantee confiscated.

For the application of the causes of termination, the provisions of Article 212 of the LPSC shall apply and for its effects, the provisions of Articles 213 and 313 of the LPSC shall apply.

## **CLAUSE 41.- ADMINISTRATION PREROGATIVES, APPEALS AND JURISDICTION.**

### **41.1.- Administration prerogatives.**

Within the limits and subject to the requirements and effects indicated in the LPSC, the contracting authority has the prerogative to interpret the contract, resolve the doubts produced by its fulfilment, modify it for reasons of public interest, agree on its termination and determine its effects.

### **41.2.- Appeals.**

#### **41.2 a).- Special appeal in matters of contracting.**

The following shall be subject to special appeal in matters of contracting:

-Tender notices, specifications and contractual documents establishing the conditions governing the contract.

- The procedural acts adopted in the award procedure, provided that they directly or indirectly decide on the award, when they determine the impossibility of continuing the procedure or produce defencelessness or irreparable damage to rights or legitimate interests. The foregoing circumstances shall be deemed to be present in the acts of the Board or contracting authority by which the admission or rejection of candidates or tenderers is agreed, or the admission or exclusion of tenders including those that are excluded as a result of being abnormally low as a consequence of the application of Article 149 of the LPSC.

- Award agreements.

- Modifications based on non-compliance with the provisions of Articles 204 and 205 of the LPSC, when it is understood that the modification should have been the subject of a new award.

The processing of this appeal shall be in accordance with the provisions of Articles 50 and following of the LPSC.

The competent body for the resolution of the appeal will be the Administrative Court of Contractual Appeals of Castilla y León.

Against the resolution of the appeal, it will only be possible to lodge a contentious-administrative appeal in accordance with the provisions of Article 10, letters k) and l) of section 1 of Law 29/1998, of 13 July, regulating the Contentious-Administrative Jurisdiction.

#### **41.2 b).- Other appeals.**

The means of challenge provided for in Article 112 and following of Law 39/2015, of 1 October, on Common Administrative Procedure for Public Administrations, may be filed against acts not subject to special appeal in matters of contracting.

#### **41.3.- Competent jurisdiction.**

The contentious-administrative jurisdictional order will be the competent one to resolve the litigious questions relative to the preparation, adjudication, effects, fulfilment and termination of the contract. It will also hear appeals against resolutions issued by the Administrative Court of Contractual Appeals of Castilla y León.

#### **CLAUSE 42.- OWNERSHIP OF THE WORK CARRIED OUT.**

The parties recognise that ownership of the industrial and intellectual property rights that protect the technological components of the solution to be developed rests with the contractor.

Therefore, the contractor fully holds the exclusive rights to exploit the technological components developed in any form and modality, and especially the rights of reproduction, distribution, public communication and transformation, worldwide.

Without prejudice to the provisions of the preceding paragraph, the parties agree by means of this contracting process to grant the contracting administration a non-exclusive, free license for the indefinite use of the prototypes delivered.

#### **CLAUSE 43.- PERSONAL DATA PROTECTION.**

Processing of personal data shall mean any operation or set of operations carried out on personal data or sets of personal data, whether by automated procedures or not, such as the collection, registration, organisation, structuring, conservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of enabling access, comparison or interconnection, limitation, deletion or destruction.

In accordance with the twenty-fifth Additional Provision of the LPSC, the contract to which this document refers involves the processing of personal data, so it must respect, in its entirety, the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, as well as the provisions of the General Data Protection Regulation of the EU (Regulation EU 2016/679, of 27 April, hereinafter GDPR) relating to the protection of individuals with regard to the processing of personal data and free movement of these data.

The successful tenderer shall be deemed to be the data processor within the meaning of Article 4(8) and 28 of the GDPR.

Processing by the processor shall be governed by a contract or an addendum to the document formalising the contract, which shall be in writing, binding the processor to the controller, and setting out the object, duration, nature and purpose of the processing, the type of personal data and categories of data subjects, and the obligations and rights of the controller. This contract or legal act shall stipulate, in particular, that the processor:

a) Processes personal data only on the basis of documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless he or she is required to do so by the law of the Union or of the Member States applicable to the processor; in such a case, the processor shall inform the controller of that legal requirement prior to processing, unless said law prohibits it for important reasons of public interest.

b) Ensures that persons authorised to process personal data have committed to respecting confidentiality or are subject to a statutory obligation of confidentiality.

c) Shall take all necessary measures in accordance with Article 32 of the GDPR, which regulates the security of processing, taking appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

d) Where subcontracting has been permitted in the contract and the work subcontracted by the processor involves the performance of certain processing activities on behalf of the controller, the conditions laid down in Article 28(2) and (4) for recourse to another processor shall be complied with.

The data processor shall not have recourse to another processor without the prior written, specific or general authorisation of the controller. In the latter case, the processor shall inform the controller of any planned change in the incorporation or replacement of other processors, thus giving the controller the opportunity to object to such changes.

Where a processor uses another processor to carry out certain processing activities on behalf of the controller, the same data protection obligations as those laid down in the contract between the controller and the processor referred to in Article 28.3 of the GDPR shall be imposed on that other processor, by means of a contract or an addendum to the document drawing up the contract, which shall be in writing, in particular the provision on sufficient guarantees for the application of appropriate technical and organisational measures so that the processing complies with the provisions of this Regulation. If that other processor fails to comply with its data protection obligations, the original processor shall remain fully responsible to the controller for the fulfilment of the other processor's obligations.

e) Assists the controller, taking into account the nature of the processing, through appropriate technical and organisational measures, where possible, to enable him or her

to fulfil their obligation to respond to requests concerning the exercise of the rights of data subjects set out in Articles 12 to 23 of the GDPR. To this end, they shall inform the controller immediately and without undue delay of any request made by a data subject in connection with the exercise of their rights or any other matter relating to data protection.

f) Assists the controller, under the terms set out in the contract, in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the processor.

g) Shall delete or return, at the request of the data controller, all personal data once the provision of processing services has ended, and shall delete any existing copies unless the conservation of the personal data is required under Union or Spanish law.

h) Shall make available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and to enable and assist the realisation of audits, including inspections, by the controller or another auditor authorised by the controller. Likewise, the processor shall immediately inform the controller if, in their opinion, an instruction violates the GDPR or other data protection provisions of the Union or the Spanish State.

The adherence of the processor to an approved code of conduct under Article 40 of the GDPR or to an approved certification mechanism under Article 42 of the GDPR may be used as an element to demonstrate the existence of sufficient safeguards under Articles 30.2 and 32 of the GDPR.

The contracting authority, in accordance with Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights, and with the GDPR relating to the protection of individuals with regard to the processing of personal data and the free circulation of these data, provides the following information:

**INFORMATION ON DATA PROTECTION IN MATTERS OF ADMINISTRATIVE CONTRACTING OF THE GERENCIA DE SERVICIOS SOCIALES OF THE JUNTA DE CASTILLA Y LEÓN.**

Heading	Basic information	Additional information
<b>Controller of data processing.</b>	Head of Gerencia de Servicios Sociales	Head of Gerencia de Servicios Sociales. Calle Padre Francisco Suárez nº2, 47006. Valladolid. Tel.- 983 410900 Email: gerente.servicios.sociales@jcy.es  Contact details of the Data Protection Officer: Email: <a href="mailto:dpd.fio@jcy.es">dpd.fio@jcy.es</a> Tel. 983 413968 Calle Padre Francisco Suárez nº2, 47006. Valladolid.
<b>Purpose of processing.</b>	Process administrative recruitment procedures.	<ul style="list-style-type: none"> <li>- Processing of public procurement in matters pertaining to the Gerencia de Servicios Sociales.</li> <li>- Personal data may be processed for archiving purposes in the public interest, for purposes of scientific and historical research or for statistical purposes in accordance with Articles 5.1 b) and 89.1 of the GDPR.</li> <li>- They will be kept for the time necessary to fulfil the purpose for which they were collected and to determine any liabilities that may arise from that purpose and from the processing of the data. The provisions of the archives and documentation regulations shall apply: Order CYT/27/2012, of 10 January.</li> </ul>
<b>Legitimation of processing.</b>	Fulfilment of a mission carried out in the public interest or in the exercise of public authority.	<ul style="list-style-type: none"> <li>- Article 6.1.e) of the GDPR, fulfilment of a mission carried out in the public interest or in the exercise of public authority.</li> <li>- Article 6.1.c) of the GDPR compliance with a legal obligation.</li> </ul>

Heading	Basic information	Additional information
		<p>- Law 9/2017, of November 8, on Public Sector Contracts.</p> <p>- Law 39/2015, of 1 October 2015, on Common Administrative Procedure for Public Administrations.</p> <p>The provision of data is a prerequisite for carrying out the procedures and being awarded contracts.</p>
<b>Recipients of assignments or transfers.</b>	No transfer is foreseen, except under legal obligation.	Official journals. Public sector contracting platform. Duero Platform. Transparency Portal.
	No transfer to third countries is foreseen.	
<b>Rights of interested persons.</b>	Right to access, rectify and delete data, as well as other rights contained in the supplementary information.	<p>They have the right of access, rectification, deletion, limitation of processing, portability of data and opposition, in the terms of Articles 15 to 23 of the GDPR.</p> <p>They may exercise all of these rights vis-à-vis the controller.</p> <p>They may exercise all these rights before the Data Protection Delegate.</p> <p>They may file a complaint with the Spanish Data Protection Agency. More information at: <a href="http://www.agpd.es">www.agpd.es</a>.</p>
<b>Origin of the data.</b>	Interested person.	<p>Natural persons, including representatives of legal persons.</p> <p>Name and surname.            ID/Tax ID.            Academic degree.            Professional category.            Work experience.            Domicile.</p>

Heading	Basic information	Additional information
		Email address. Electronic signature. Telephone.

Valladolid, on ----- 2019  
The Head of Contracting Service

Signed: Francisca Sánchez Cuesta

**File: A2019/012885**

## ANNEX I

### MODEL DECLARATION OF RESPONSIBILITY TO COMPLY WITH THE LEGALLY ESTABLISHED CONDITIONS FOR CONTRACTING WITH THE ADMINISTRATION

Mr/Ms.....with I.D. nº.....,with domicile in....., acting in their own name and right/ or acting on behalf of ....., with domicile in....., Fiscal code or I.D. no.....in the capacity of ..... for the purposes of participating in the tendering of the contract entitled .....called by....., in accordance with the provisions of Law 9/2017, of 8 November, on Public Sector Contracts, DECLARES under their responsibility:

**1º** That pursuant to Decree 132/1996, of 16 May 1996, of the Junta de Castilla y León, it has no tax debt whatsoever with the Castilla y León Region.

**2º** That neither the natural person nor the administrators of the legal person are subject to any of the circumstances established in Law 3/2016, of 30 November, of the Statute for Senior Officials of the Administration of the Castilla y León Region.

**3º** (choose option A or B):

A) That the company I represent does not belong to a group in accordance with the requirements established in Article 42.1 of the Commercial Code, for the purposes of the provisions of Article 86 of Royal Decree 1098/2001, of 12 October, approving the General Regulations on the Public Administration Contracts Law.

B) That the company that I represent belongs to the group indicated below, including the following companies: .....

**4º.-** That, for the purposes of the provisions of Article 42 of Royal Legislative Decree 1/2013, of 29 November, approving the revised text of the General Law on the Rights of Persons with Disabilities and their Social Inclusion, (*indicate as appropriate*):

The company I represent has fewer than 50 employees.

The company I represent has 50 or more employees (*fill in as appropriate*):

- The number of workers with disabilities in the company being ....., which implies that ...% of the company's workers pertain to this group,

- (o) meaning that the legal requirement to have 2% of workers with disabilities in the workforce has been met by the legally established alternative measures.

**5º.-** That, in compliance with the provisions of Article 45 of Organic Law 3/2007, of 22 March, for the effective equality of women and men, the company that I represent (*indicate as appropriate*):

Has an Equality Plan.

Does not have an Equality Plan.

**6º.-** (For foreign companies). That the company I represent submits to the jurisdiction of the Spanish courts and tribunals of any order, for all incidents that may arise directly or indirectly from the contract, renouncing, where appropriate, the foreign jurisdiction that may correspond.

In \_\_\_\_\_, on \_\_\_\_\_ 2019  
(COMPANY STAMP AND AUTHORISED SIGNATURE)

Signed.

**File: A2019/012885**

## ANNEX II

### MODEL DECLARATION OF RESPONSIBILITY (OFFICIAL REGISTER OF TENDERERS)

Mr/Ms.....with I.D. nº.....,with domicile in....., acting in their own name and right/ or acting on behalf of ....., with domicile in....., Fiscal code or I.D. no.....

In order to participate in the tendering of the contract entitled .....,called by....., in accordance with the provisions of Law 9/2017, of 8 November, on Public Sector Contracts, declares under their responsibility:

That the circumstances reflected in the Certificate of the Official Register of Tenderers and Classified Companies or in the national database of a Member State of the European Union provided in this contract award procedure with respect to the provisions of Article 140.1.a) of the LPSC, have not changed.

(Alternative wording) The data contained in the certificate of the official register of classified tenderers and companies or in the community certificate of authorised entrepreneurs to contract provided, with respect to the provisions of Article 140.1.a) of the LPSC, have undergone variation as indicated below and as evidenced by the documents attached, maintaining the other data without any alteration with respect to the content of the certificate.

Data that have undergone variation:

- 1.- .....
- 2.- .....
- 3.- .....

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Supporting documentation attached.

In (location)....., on (date).....  
(Company stamp and authorised signature)

Signed.-

**File: A2019/012885**

**ANNEX III**

**MODEL OFFER RELATING TO THE AWARD CRITERIA ASSESSED BY APPLYING FORMULAS.**

Mr/Ms

.....  
.....

with I.D. n° .....

with domicile in .....

in the name of .....

.....,with Tax I.D. n° .....

and with domicile in .....

**First:** Aware of the notice published in the Bulletin/notice of ..... of (date)..... and of the conditions and requirements for the award of the contract of (TITLE) ..... undertakes to take charge of the execution of the same, strictly subject to the requirements and conditions for the amount expressed in the following **OFFER:**

**A) Lot nº1**

**1.- Period offered, in months, of continuation of the research:-----months.**

**2. Increase in the number of additional prototypes, above the minimum established in the TS:----- prototypes.**

**3.- Increase in the number of hours of physical attendance:----- hours.**

**B) Lot nº2**

**1.- Period offered, in months, of continuation of the research:-----months.**

**2. Increase in the number of additional prototypes, above the minimum established in the TS:----- prototypes.**

**3.- Increase in the number of hours of physical attendance:----- hours.**

**Fourth.-** That, for all intents and purposes, it must be understood that this tender includes not only the price of the contract, but also all taxes levied on the various items, rates and fees of any kind that may be applicable, as well as all expenses incurred by the successful tenderer as a result of compliance with the obligations contemplated in the contractual documents and other applicable provisions arising for the successful tenderer.

(Location, date, authorised signature and stamp)

**File: A2019/012885**

## ANNEX IV

### IDENTIFICATION OF THE CONTACT PERSON FOR THE PURPOSE OF NOTIFICATIONS IN THE ELECTRONIC MAILBOX.

Mr/Ms.....with I.D. n°....., with domicile in....., acting in their own name and right/ or acting on behalf of ....., in the capacity of ....., for the purposes of its participation in the procurement file N°.....before the Gerencia de Servicios Sociales,

#### DECLARE UNDER MY RESPONSIBILITY:

That for the practice of notifications through the Electronic Mailbox, the contact person indicated below **has registered in the electronic mailbox and subscribed to contracting procedures:**<sup>1</sup>

-Contact person: .....

-ID: .....

-Email address: .....

-Telephone: .....

In ....., on..... 2019.

(Authorised signature and stamp)

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<sup>1</sup> The use of this service requires a valid personal digital certificate.

**In order to register in the citizen's electronic mailbox, the following actions must be carried out:**

**1° Create your Citizen's Electronic Mailbox** by completing the existing form at the electronic address: <https://www3.ae.jcyl.es/nofb/>. You will have a single mailbox where you will receive all the notifications addressed to you.

**2° Subscribe to Contracting Procedures:** Once you have your citizen's electronic mailbox, you must select the procedures required for sending notifications electronically.

**File: A2019/012885**

**ANNEX V**

**MODEL DECLARATION OF RESPONSIBILITY ON COMPLIANCE WITH ARTICLE 45 OF ORGANIC LAW 3/2007, OF 22 MARCH, FOR THE EFFECTIVE EQUALITY OF WOMEN AND MEN.**

Mr/Ms.....with I.D. n°....., with domicile in....., acting in their own name and right/ or acting on behalf of ....., in the capacity of ....., for the purposes of participating in the procurement file N°.....before the Gerencia de Servicios Sociales,

**DECLARE UNDER MY RESPONSIBILITY:**

That the company I represent, complying with the provisions of Article 45 of Organic Law 3/2007, of 22 March, for the effective equality of women and men, has **NO** obligation to develop and implement an Equality Plan because:

- employs 250 or fewer workers, and it is not required by the applicable collective agreement.
- the labour authority has not agreed in a sanctioning procedure on the substitution of accessory penalties with drawing up and implementing an Equality Plan.

In ....., on..... 2019.

(Authorised signature and stamp)