

**Procurement Protocol for Supplies, Services and Works of the
Institut Català de Nanociència i Nanotecnologia Foundation
(ICN2)**

Year	2025
No. Version	1
ICN2 Responsible Management Unit	Legal and Public Tenders Department

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1. Legal framework applicable to the contractual activity of the ICN2

The Catalan Institute of Nanoscience and Nanotechnology Foundation (hereinafter, "ICN2") is a research centre attached to the Government of Catalonia whose main purpose is to identify and promote research in the field of nanoscience and nanotechnology, promoting the closest collaboration between basic and applied research and the market, in order to achieve excellence in this field and become a world reference centre.

According to Article 2.5 of its Statutes, the ICN2 is subject to the budgetary, accounting, economic, financial and control regime applicable to public sector foundations of the Generalitat de Catalunya, as well as to the procurement regime regulated in Law 9/2017, on Public Sector Contracts (hereinafter, LCSP)¹, in what is applicable to it given its status as a contracting authority that is not considered a Public Administration.

The main objective of the LCSP is to:

- Achieve greater transparency in public procurement, and
- To achieve a better value for money.

The application of the LCSP is also intended to ensure, ultimately, that the contractual activity of the ICN2 complies with the principles of freedom of access to tenders, publicity and transparency of procedures, and non-discrimination and equal treatment between bidders; and ensuring, in connection with the objective of budgetary stability and expenditure control, and the principle of integrity, an efficient use of the funds intended for the execution of works, the acquisition of goods and the contracting of services by requiring the prior definition of the needs to be satisfied, the safeguarding of free competition and the selection of the most advantageous offer.

In addition to the LCSP, the ICN2 is subject to the European Union regulations that, where appropriate, are likely to be applied directly, as well as the Catalan legislation on procurement that may be applicable to it given its status as a contracting authority not a Public Administration attached to the Administration of the Generalitat de Catalunya.

Likewise, all circulars, instructions or guidelines approved by the Generalitat de Catalunya whose scope of application includes the entities that make up its public sector are applicable.

From an internal point of view, in its contractual activity, the ICN2 must also apply its Anti-Fraud Measures Plan (PMA). The WFP regulates, among other things, the procedure to be followed in the event of possible conflicts of interest, corruption or fraud, such as an undue fractionation of the object of the contracts.

¹ Law 9/2017 of 8 November 2017 on Public Sector Contracts, transposing Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of 26 February 2014 into Spanish law. *Official Gazette of the Spanish State (BOE)*, 272, of 9 November 2017.

<https://www.boe.es/eli/es/l/2017/11/08/9/con>

2. Effects and scope of application of the contracting protocol

2.1. Effects

This contracting protocol is configured as a set of rules with *ad intra* effects, i.e. it is addressed exclusively to the staff and/or the internal organisation of the entity, but has no effect on third parties.

The contractual activity of the ICN2 is governed by the LCSP and by the rest of the rules and instructions on public procurement that are applicable to it, so that in the event that any discrepancy is detected between the provisions of this protocol and the LCSP, the provisions of the aforementioned law will prevail. as well as the provisions of the rest of the general provisions that may be applicable to it.

2.2. Objective scope of application

This protocol applies to the award of all those contracts to which the LCSP is also applicable, excluding from its scope of application the legal transactions that the LCSP, in its articles 4 to 11, expressly excludes from its scope of application.

Taking into account the above, this Protocol shall apply to the award of the following types of contracts:

2.2.1. Works contracts

The works contract is regulated in article 13 LCSP, and is characterized by having as its object:

1. The execution of a work, alone or in conjunction with the drafting of the project, or the performance of any of the works listed in Annex I of the LCSP.
2. The execution, by any means, of a work that meets the requirements set by the contracting entity that exerts a decisive influence on the type or project of the work.

The LCSP defines "work" as the result of a set of construction or civil engineering works, intended to fulfill an economic or technical function, which has as its object a real estate. Work is also considered to be the carrying out of work that modifies the shape or substance of the land or its overhang, or to improve the physical or natural environment.

2.2.2. Supply contracts

The supply contract is regulated in article 16 LCSP, and is characterised by having as its purpose:

1. The acquisition of products or movable property.
2. The financial lease, or the leasing, with or without an option to purchase, of products or movable property.
3. The delivery (supply) of a plurality of goods successively and for a unit price without the total amount being precisely defined at the time of entering into the contract, since the deliveries are subordinate to the needs of the purchaser.
4. The acquisition and lease of telecommunications equipment and systems or for the processing of information, their devices and programs, and the transfer of the right to use

the latter, in any of their modalities of provision (with the exception of contracts for the acquisition of custom-developed computer programs, which will be considered service contracts).

5. Manufacturing contracts, whereby the thing or things to be delivered by the employer must be made in accordance with specific characteristics previously established by the contracting entity, even if the latter undertakes to provide, in whole or in part, the necessary materials.
6. Those whose purpose is the acquisition of primary energy or transformed energy.

2.2.3. Service contracts

The service contract is regulated in article 17 LCSP, and is characterized by having as its object:

1. Performing services consistent in the development of an activity.
2. The obtaining of a result other than a work or supply, including those in which the successful bidder undertakes to execute the service successively and for a unit price.

It should be borne in mind that certain types of benefits, such as those of an intellectual nature, are governed by specific regulations regarding their processing and award.

In service contracts that have as their object services of an intellectual nature, such as engineering and architectural services, the price may not be the only determining factor in the award (art. 145 LCSP).

That is why, in contracts that have intellectual services as their object, the criteria related to quality must represent at least 51 per cent of the score assignable in the evaluation of the tenders, without prejudice to the provisions of section 2.a) of article 146; with the exception of tenders with simplified open procedures (see point 3 of this protocol), where the award criteria may not exceed 45 per cent of the total.

2.2.4. Service Concession Contracts

The service concession contract is regulated in Article 15 LCSP and consists of entrusting one or more natural or legal persons for consideration with the management of a service whose provision is owned or the competence of the contracting entity and whose consideration is constituted by the right to exploit the services subject to the contract or by said right accompanied by the right to receive a price.

2.2.5. Mixed contracts

The mixed contract is regulated in article 18 LCSP. A "mixed contract" is understood to be one that contains services corresponding to another or others of a different kind.

2.3. Legal transactions excluded from the Law and exceptions to bidding processes.

The following cases include both legal contracts excluded from the scope of application of the LCSP, as well as others that, although contemplated in the regulations, may be processed as

minor contracts, in accordance with their nature and the conditions established by law. They are as follows:

- Compensation for service (transport, accommodation, food, etc.).
- Payments to individuals for specific and isolated collaborations, without continuity or recurrence, to be carried out, training or improvement courses for personnel in the service of the Administration or when it comes to seminars, colloquiums, round tables, conferences, collaborations or any other similar type of activity.
- Registration for congresses, seminars or similar activities.
- Association fees or participation in bodies or entities.
- Awards in ICN2 calls and events.
- Fines, penalties, fees and taxes.
- Acquisitions of catalogued books (ISBN), as they are not considered a public contract, as intellectual property is an intangible asset.
- Subscriptions to journals and other publications, whatever their medium, as well as the contracting of access to information contained in specialised databases, and, to the extent that they are essential, the contracting of the services necessary for the subscription or contracting mentioned above, may be carried out regardless of their amount, provided that they are not contracts subject to harmonised regulation. in accordance with the rules established for minor contracts
- The publication of articles in scientific journals.
- Financial services.

Minor contracts awarded by the ICN2 must be published in the contractor's profile of the "Plataforma de Serveis de Contractació Pública de la Generalitat de Catalunya (PSCP)" and in the Public Registry of Contracts (RPC).

Finally, expenses and agreements entered into with universities or other public or private entities that have the status of contracting authority are also excluded from the scope of the LCSP in the following cases:

1. that do not have a market vocation,
2. that the agreement or assignment develops cooperation in order to guarantee the public services of the participating entities and
3. that such cooperation should be guided solely by considerations relating to the public interest.
4. that the content of the agreement regulates any of the aspects established in Article 34 of Law 14/2011, of 1 June, on Science, Technology and Innovation.

3. Minor contracts

3.1. The minor contract

Minor contracts are mainly regulated in Article 118 LCSP, which considers minor contracts to be those contracts for works, supplies and services whose amount does not exceed the thresholds listed in the table of economic thresholds listed below.

- **Time limit**

Minor contracts (works, supplies, services and mixed), without exception, may not have a term of more than one (1) year, nor may they be extended (art. 29.8 LCSP).

Due to this time limitation, if the duration or period of execution of the service exceeds the period of one year, the corresponding award procedure must be processed.

- **Economic thresholds**

	ADDITIONAL PROVISION 54 LCSP (SPANISH SYSTEM OF SCIENCE, TECHNOLOGY AND INNOVATION)	ART. 118 LCSP/ART. 318.a) LCSP (GENERAL SERVICES AND ICN2 INFRASTRUCTURE)
SUPPLIES AND SERVICES	≤ €50,000.00	< €15,000.00**
WORKS	/	< €40,000.00

Table 1. Economic thresholds of the minor contract according to the Public Sector Contracts Law (LCSP)

As shown in Table 1, the Fifty-fourth Additional Provision (DA54a) of the LCSP increases the thresholds established by article 118 LCSP regarding service and supply contracts, intended for research activities, up to an amount equal to or less than € 50,000.00 (VAT excluded), as long as it is not a contract for general and infrastructure services of the ICN2, in which case the general thresholds (art. 118 and 318 LCSP) and the thresholds that correspond to ICN2 will be applied as it is a contracting authority not Public Administration (art. 318.a) LCSP).

It should be noted that works contracts are not contemplated in DA54a, so they will be governed by the threshold of €40,000.00, established in article 118 LCSP and in article 318.a) LCSP.

** This threshold will not apply to the contracting of access to databases and the subscription of publications, as provided for in Additional Provision 9 LCSP, which establishes that all contracts will be governed by the regulations of the minor contract, as long as the threshold of a tender subject to harmonized regulation (SARA) is not exceeded.

3.2. Minor payments (-€5,000.00)

According to the provisions of article 118.5 LCSP, as long as the estimated value of the works, services or supplies contract is less than €5,000.00 (excluding VAT), and the payment is verified through the fixed cash advance system or another similar system, it will not be necessary to issue the supporting report referred to in section 2 of this same article. However, in these cases it will be necessary to approve the expense and incorporate the invoice into the file (art. 118.3 LCSP).

Such minor payments will be processed through the purchasing website, and will not require the intervention of the *Legal and Public Tenders Department*. The amount must be less than € 5,000.00 (VAT excluded) and this total must include shipping costs, customs and all those expenses essential for the delivery of the good at the ICN2 facilities, or for the execution of the service or work.

3.3. The concept of undue fractionation of the object of the contract and its consequences

Splitting in public procurement consists of dividing, splitting or cutting up a service or services that in their entirety should make up a single contract with the aim of avoiding the processing of a procurement procedure.

By way of example, this splitting could occur when a service that should be the subject of a single contract (for example, exceeding 15,000 euros, in the case of an ordinary service contract), is cut up so that it can be awarded directly and avoid the processing of a tender procedure; or when a service that should be processed by a minor contract (by price), is processed in several minor payments (< € 5,000.00).

Article 99.2 LCSP expressly prohibits the splitting of the object of contracts in order to avoid the advertising requirements or the requirements related to the contracting procedure that correspond to it. In the same sense, it is prohibited that the calculation of the estimated value is carried out with the intention of exempting the contract from the application of the corresponding award rules (art. 101.4 LCSP).

Improper splitting of the object of the contract may result in serious civil, administrative and criminal liabilities.

Once the order has been processed, the purchasing website will automatically generate, with the data entered in the order, a purchase justification report that will be filed in the minor contract file by the *Legal and Public Tenders Department*.

The order placed through the purchasing website cannot be sent to the successful bidder, until the formalisation of the minor contract has been processed (signing of the contract by both parties).

3.4. Offers

Prior to the award of the minor contract, a minimum of **three (3) bids** must be requested from different companies or suppliers. In this way, the article 31.3 of the General Law on Subsidies, which requires the request for three (3) bids when the contract is subsidized.

The request for tenders must be clear enough so that the tenders submitted are easily comparable, and a form to be completed must be provided, if necessary.

Such offers must be addressed to ICN2 (Institut Català de Nanociència i Nanotecnologia), and must be sent to the *Legal and Public Tenders Department* by email (contracts@icn2.cat).

All bids must meet the following requirements: PDF format (bids in Word or Excel format, or similar), bid number/reference, current validity period, approximate delivery time and all costs included (transport and others).

In the case of offers obtained for the standard web price, the website must be saved in PDF (Print>Save in PDF), with the option to indicate the date and time of printing, and the URL or Link of the page from which the file comes.

It is possible that the object to be contracted cannot be obtained through several suppliers because it is subject to a patent. In such cases, a certificate of exclusivity must be provided by the company in question linked to the patent (the patent number must be included, and the patent must be provided to us). If the patent is valid and the certificate of exclusivity justifies the impossibility of going to other companies to contract said object, the file will be processed with **one (1) offer**.

In the event that it is not possible to provide a certificate of exclusivity accompanied by the corresponding patent, a technical certificate of exclusivity issued by the company itself must be submitted, indicating in detail the technical reasons that justify that said entity is the only one capable of having the equipment or providing the required services, because they are unique products or services in the market.

It will also be necessary to attach a justifying technical report, which exposes, among other aspects, the need for the acquisition, a comparison with other alternatives available in the market, the origin of the financing, as well as a brief description of the project and the **expected results of the purchase**.

3.5. Bid Evaluation Report

The corresponding form will be provided by the *Legal and Public Tenders Department*, which will clearly indicate all the aspects to be filled in by the person in charge and/or manager of the unit responsible for the contract.

Mainly, the reason and objective of the purchase must be duly justified, the person responsible for the minor contract (generally, the Group Leader or Head of the department) and the offers that have been evaluated (total of the price offered) must be indicated together with the details of the companies and suppliers (Full name, NIF, Address).

In the case of bids in a foreign currency, the official exchange rate to euros (€) must be consulted on the date on which the Bid Evaluation Report is signed, and indicated in accordance with the document. This price will be the one that will govern the contract.

In addition, it must be indicated which offer is selected as the final one, and for what reason. In the case of the most economically advantageous offer, no further supporting documents will be required.

In the event that the offer is not the most economically advantageous, and other criteria for its choice are considered, a technical report justifying the choice must be prepared.

On the other hand, it will always be necessary to prepare a technical-justifying report of the minor contract for exclusivity.

3.6. Order and supporting report

The order processed through the purchasing website constitutes the necessary and mandatory credit reserve for the management, processing and execution of the corresponding acquisition.

The formalisation of the order implies the prior verification of the existence of sufficient budgetary availability to meet the derived expense. In cases where the funding comes from a specific project, the order will verify and therefore approve that the expenditure is eligible and in accordance with the funding criteria established for that project.

The request for credit reservation must be made at the initial stage of the purchase request procedure, constituting an essential prerequisite for the continuation of the procedure.

The execution of the order also entails the assumption of the cost attributable to the corresponding project or budgetary unit, in accordance with the applicable internal economic and budgetary management rules.

When processing the order through the purchasing website, the details of the bid of the winning company must be entered, including delivery times, payment methods, the amount (shipping costs, customs and all other expenses necessary for delivery of the good or the execution of the service must be included). It is important that the purchase concept is defined in detail in the order, for identification, and that the PDF of the offer is attached to the website.

3.7. Contract

Once the file has been processed, the minor contract will be awarded to the selected company. To carry out the preparation of the contract, the company will be required to provide the following information:

- Tax Identification Number (NIF) of the company
- Deed(s) of incorporation, justifying the creation and constitution of the awarded company and indicating its corporate purpose.
- National Identity Document (DNI) of the representative or Passport of the representative (in the case of foreign companies)
- Deed(s) of power of attorney, where it is justified that the representative who will sign the contract has such powers to contract contractual obligations on behalf of the company.

Once documentation has been received and its content has been reviewed, it will be filed in the file and the contract will be prepared. The contract used will be based on a model validated by the ICN2. Adhesion documents or contract models prepared by the awarded companies will not be accepted.

This document will be sent, in PDF format, for the review and electronic signature of the awarded company. If this procedure is not possible either, manually signed contracts will be accepted, as long as they are signed in two original copies of the contract and sent by registered mail.

Once the contract has been signed by both parties, the document will be sent by email, for the company's file, together with the order (purchase order).

From the working day following the last signing of the contractual document, the start of the period for performance or performance of the contract will be calculated. For control and monitoring purposes, *an Outlook notice with the end date of the term* will be sent from the Legal and Public Tenders Department to the person responsible for the contract.

3.8. Certificate of receipt or completion.

The *Legal and Public Tenders Department* will send the person responsible for the contract, together with the Outlook notice, the receipt, installation and commissioning certificate or the certificate of completion of the service (depending on the characteristics of the file).

The person responsible for the contract must fill in the minutes with the data requested, and send it to *the Legal and Public Tenders Department* so that it can process the signature of the company and the person responsible for the contract; when the supply arrives/the service ends. In the event that installation and commissioning by professionals from the awarded company is required, those responsible for the contract, after completing the minutes with the data requested, must sign them manually (in two original copies) with the installation technician responsible, on the date of installation.

In the case of supplies, until the acceptance certificate is signed, the warranty period of the supply object will not begin. Nor may payment be made, except in cases in which partial payments are admitted.

3.9. Invoice

The concept of the invoice must coincide with the provisions of the contract, and the invoice may not be charged, under any circumstances, an amount or object that does not coincide with those that appear in the budget and/or in the contract.

The invoice(s), if they are not electronic and are sent by email to the person responsible for the contract, must be sent to the Finance department (so that they can proceed with their accounting), with a copy to the *Legal and Public Tenders Department* (so that they can be approved and duly filed in the file).

The invoice(s), if received directly from the Finance department, will be forwarded to the contract manager and the *Legal and Public Tenders Department*, for the agreement of both.

4. Bidding procedures

4.1. Bidding procedures: casuistry, typologies and thresholds

All contracts for works, supplies, services and service concessions may be awarded through a bidding procedure, since there is no economic limit below which bidding cannot be done.

The preparation and awarding of contracts, in the case of ICN2, are regulated by the provisions of Articles 317 and 318.b) LCSP, which respectively refer:

- To the rules established in Sections 1 and 2 of Chapter I, Title I, Book II of the Law, in the case of contracts subject to harmonized regulation, and
- To the rules established in Section 2 of Chapter I of Title I of Book Two of this Law, in the case of contracts not subject to harmonized regulation.

As can be seen, the division in this case is made between contracts subject to harmonised regulation (SARA) and contracts not subject to harmonised regulation, based on the Estimated Value of the Contract (VEC), which includes the base tender budget, possible extensions and planned contractual modifications, and does not include VAT.

These thresholds, applicable from 1 January 2024, are as follows:

1. SARA Contracts:
 - a. Works and concessions: VEC equal to or greater than € 5,404,000.00 (art. 20.1 LCSP)
 - b. Services and supplies: VEC equal to or greater than €216,000.00 (art. 21.b) and art. 22.b) LCSP)

- i. In the case of services that are classified in Annex IV of the LCSP, this limit increases to a VEC equal to or greater than €750,000.00 (art. 22.c) LCSP).
2. Non-SARA contracts: All those that have a lower than the limits of SARA contracts, in each modality (service, supply, work or service concession).

In addition, these rules refer to Sections 1 and 2 of the LCSP, which regulate different types of bidding procedures, some of which can only be used below certain amounts:

- Open procedures
 - Open procedure subject to harmonised regulation (SARA)
 - Open procedure
 - Simplified open procedure
 - Abbreviated simplified open procedure
- Procedures with negotiation
 - Negotiated procedure without publicity
 - Negotiated procedure with advertising
- Restricted procedure
- Competitive dialogue
- Innovation Partnership Procedure

The characteristics of the different procedures are as follows:

4.1.1. Open procedures

In open procedures there are no restrictions in relation to the number of bidders that can submit bids, but all those companies that meet the requirements established for participation may apply; any negotiation of the terms of the contract with the bidders is excluded (art. 156.1 LCSP).

There are four types of open procedure, based on the different price thresholds, which are reflected below:

Type of contract (object)	Open procedure SARA	Open procedure ORDINARY	Open procedure SIMPLIFIED	Open procedure SIMPLIFIED ABBREVIATED
WORKS	≥ €5,404,000.00	< €5,404,000.00	≤ €2,000,000.00	< €80,000.00
SERVICES & SUPPLIES (S&S)	≥ €216,000.00	< €216,000.00	< €140,000.00	< €60,000.00
SERVICES (ANNEX IV)	≥ €750,000.00	< €750,000.00	/	/

*The indicated thresholds will come into force on January 1, 2026.

*The amounts of the thresholds indicated here are modified every 2 years to adapt them to European regulations and apply the monetary update indicated by the EU.

According to each of the typologies, the procedures have different characteristics that require a longer or shorter management period, depending on the mandatory procedures and the phases established in each of these.

4.1.1.1. Open procedure subject to harmonised regulation (SARA)

The open procedure subject to harmonised regulation, also known as the SARA open procedure, applies to those tenders in which the estimated value of the contract equals or exceeds the following threshold (2024):

- Work contracts: VEC \geq €5,404,000.00
- Service and/or supply contracts: VEC \geq €216,000.00
- Service contracts included in Annex IV (e.g. social services): VEC \geq € 750,000.00

4.1.1.1.1. Characteristics of the procedure

Advertisement

The SARA open procedure is the only open procedure that requires publication in the Official Journal of the European Union (OJEU) (art.135 LCSP), apart from in the Public Sector Contracts Platform (PSCP) of the Generalitat de Catalunya.

Once published in the OJEU, it is published in the PSCP, and the calculation of the deadline for the submission of bids begins as indicated in article 156.5 LCSP.

Deadline for submission of bids

The minimum period for bidders to submit bids is 35 calendar days (art. 156.2 LCSP), counting from the publication of the notice, but it can be reduced to 30 calendar days when the electronic submission of bids is accepted (art. 156.3 LCSP).

In the event of any amendment or correction of the documentation or requirements, which entails a modification of the object, the deadline must be extended until the minimum deadline for submission of bids is met again (art. 136.2 in fine LCSP).

Resources

In the case of SARA open procedures, tenderers may file a special appeal in procurement matters against certain acts before the Catalan Court of Contractual Appeals (art. 44.1 LCSP). The lodging of such an appeal shall suspend the processing of the procedure when the contested act is the award.

Award criteria

1. As a general rule, a plurality of criteria will be used.
2. Qualitative criteria must always be accompanied by a criterion related to costs.

3. If more than 50% of the criteria can be evaluated on the basis of value judgment, the participation of a committee of experts must be provided for (art. 146.2.a) LCSP).
4. If it is a contract relating to services included in Annex IV LCSP or relating to intellectual services; it will be mandatory that, of the award criteria, a minimum of 51% are related to quality criteria (art. 145.4 LCSP).

Number of Envelopes

The submission of bids will be required by means of 2 or 3 envelopes, depending on the existence, or not, of award criteria subject to a value judgment.

- Envelope 1: General documentation
 - It will be mandatory for tendering companies to complete the European Single Procurement Document (ESPD).
- Envelope 2: Documentation relating to the technical tender (award criteria subject to a value judgement)
- Envelope 3: Documentation relating to the financial offer and other automatic award criteria

Warranty

It is mandatory (art. 107 LCSP) for the successful bidder to provide a guarantee equivalent to 5% of the total offered (excluding VAT), unless for justified reasons it is exempted from its constitution.

This guarantee must be presented prior to the award of the contract.

Deadline for submission of documentation

The mandatory deadline for the submission of the documentation prior to the award is 10 working days (art. 150.2 LCSP).

Processing times

For the purposes of processing, these procedures have an estimated resolution period of between four and a half (4.5) and six (6) months, counting from their publication.

This period may be extended in time in the event that the procedure does not follow its standard course (complications inherent in the procedure, such as, for example, the filing of an appeal; which may paralyze the procedure).

4.1.1.2. Non-SARA ordinary open procedure

The ordinary open procedure applies to tenders in which the estimated value of the contract is below the threshold corresponding to SARA open procedures:

- Work contracts: VEC < €5,404,000.00
- Service and/or supply contracts: < €216,000.00
- Service contracts included in Annex IV (e.g. social services): VEC < €750,000.00

4.1.1.2.1. Characteristics of the procedure

Advertisement

The ordinary open procedure requires publication in the Platform of Contracts of the Public Sector (PSCP) of the Generalitat de Catalunya (art. 135 LCSP).

Deadline for submission of bids

The minimum period for the submission of bids (art. 156.6 LCSP) is different depending on the type of contract:

- Works contract: 26 calendar days, counting from the publication of the announcement.
- Service and supply contract: 15 calendar days from the publication of the advertisement.

In the event of any amendment or correction of the documentation or requirements, which entails a modification of the object, the deadline must be extended until the minimum deadline for submission of bids is met again (art. 136.2 in fine LCSP).

Resources

In the case of non-SARA open procedures, tenderers may file a special appeal in procurement matters against certain acts before the Catalan Court of Contractual Appeals (art. 44.1 LCSP) when the estimated value of the contracts exceeds the following thresholds:

- Works contract: VEC equal to or greater than €3,000,000.00
- Service and supply contract: VEC equal to or greater than €100,000.00
- Works and services concession contract: VEC greater than €3,000,000.00

The lodging of such an appeal shall suspend the processing of the procedure when the contested act is the award.

Below the aforementioned thresholds, bidders may lodge an improper appeal with the head of the Department of Research and Universities of the Generalitat (art. 44.6 LCSP).

Award criteria

See section 5.1.1.1. of this protocol.

Number of Envelopes

See section 5.1.1.1. of this protocol.

Warranty

See section 5.1.1.1. of this protocol.

Deadline for submission of documentation

See section 5.1.1.1. of this protocol.

Processing times

For processing purposes, these procedures have an estimated resolution period of between three (3) and five (5) months, counting from its publication.

This period may be extended in time in the event that the procedure does not follow its standard course (complications inherent in the procedure, such as, for example, the filing of an appeal; which may paralyze the procedure).

4.1.1.3. Simplified open procedure

The simplified open procedure applies to those tenders in which the estimated value of the contract is lower than the following thresholds (2024):

- Work contracts: VEC < €2,000,000.00
- Service and/or supply contracts: VEC < €140,000.00

4.1.1.3.1. Characteristics of the procedure

Advertisement

The ordinary open procedure requires publication in the Public Sector Contracts Platform (PSCP) of the Generalitat de Catalunya (art. 159.2 LCSP).

Deadline for submission of bids

The minimum period for the submission of bids (art. 159.3 LCSP) is different depending on the type of contract:

- Works contract: 20 calendar days, counting from the publication of the announcement.
- Service and supply contract: 15 calendar days from the publication of the advertisement.

In the event of any amendment or correction of the documentation or requirements, which entails a modification of the object, the deadline must be extended until the minimum deadline for submission of bids is met again (art. 136.2 in fine LCSP).

Resources

Tenderers may lodge a special appeal in procurement matters against certain acts before the Catalan Court of Contractual Appeals (art. 44.1 LCSP) when the estimated value of the contracts exceeds the following thresholds:

- Service and supply contract: VEC equal to or greater than €100,000.00

The lodging of such an appeal shall suspend the processing of the procedure when the contested act is the award.

Below the aforementioned thresholds, and in the case of works contracts awarded through a simplified procedure, bidders may file an improper appeal before the head of the Department of Research and Universities of the Generalitat (art. 44.6 LCSP).

Award criteria

There are limits relating to the award criteria subject to value judgement (art. 159.1.b) LCSP):

1. The award criteria are limited to a maximum of 25%, to value judgment.
2. In the case of intellectual services, the criteria for awarding value judgements are limited to a maximum of 45%.

Number of Envelopes

The submission of bids by means of a single envelope will be required, if no criteria can be evaluated based on value judgments are foreseen. In the event that criteria subject to value judgment are foreseen, the submission of bids by means of 2 envelopes will be required (art. 159.4.d) LCSP). Two types of configurations are foreseen:

- 1) Single envelope: General documentation and automatic economic offer and award criteria, or,
- 2) Two Envelope Configuration:
 - Envelope 1: General documentation and technical offer (award criteria based on value judgment).
 - It will be mandatory for bidding companies to submit registration to the ROLECE or RELI (art. 159.4.a) LCSP).
 - It will be mandatory to complete and submit the Responsible Declaration configured as Annex No. 1; instead of completing the ESPD (art. 159.4.c) LCSP)
 - Envelope 2: Documentation relating to the financial offer and automatic award criteria

Warranty

See section 5.1.1.1. of this protocol.

Deadline for submission of documentation

The mandatory deadline for the submission of the documentation prior to the award is 7 working days (art. 159.4.f) 4th LCSP).

Processing times

For processing purposes, these procedures have a different estimated resolution period depending on the configuration of the envelopes. In the case of establishing a single envelope, a total of approximately one (1) to two (2) months is estimated, counting from its publication. In the event that two envelopes are established, it is estimated that the processing will take between two (2) and three (3) months approximately, counting from their publication.

These deadlines may be extended in time in the event that the procedure does not follow its standard course (complications inherent in the procedure, such as, for example, corrections, exclusions or justifications for abnormally low bids).

4.1.1.4. Abbreviated simplified open procedure

The abbreviated simplified open procedure applies to those contracts with the estimated value of which are below the following threshold (2024):

- Work contracts: VEC < € 80,000.00
- Service and/or supply contracts: VEC < €60,000.00

4.1.1.4.1. Characteristics of the procedure

Advertisement

The ordinary open procedure requires publication in the Public Sector Contracts Platform (PSCP) of the Generalitat de Catalunya (art. 159.2 LCSP).

Deadline for submission of bids

The minimum period for the submission of bids (art. 159.6.a) LCSP) is 10 working days, counting from the publication of the announcement. In the case of purchases of current goods in the market, the period will be 5 working days.

In the event of any amendment or correction of the documentation or requirements, which entails a modification of the object, the deadline must be extended until the minimum deadline for submission of bids is met again (art. 136.2 in fine LCSP).

Resources

An appeal may only be lodged in administrative proceedings (appeal) before the head of the Department of Research and Universities of the Generalitat (art. 44.6 LCSP). In general terms, it does not suspend execution.

Award criteria

Only automatic award criteria may be applied, including the price (economic offer) (art. 159.6.c) LCSP).

Therefore, the present procedure may not be contemplated for intellectual services.

Number of Envelopes

It will be mandatory to submit bids by means of a single envelope, which will include general documentation and economic offer and automatic award criteria.

Warranty

It does not proceed to the constitution of a guarantee (art. 159.6.f) LCSP) for the bidder that is resolved as the successful bidder.

Other features to look out for

There is no need to formalise a contract (159.6.g) LCSP).

Processing times

For processing purposes, these procedures have an estimated resolution period of one (1) month or one and a half months (1.5), counting from their publication.

This period may be extended in time in the event that the procedure does not follow its standard course (complications inherent in the procedure, such as, for example, the filing of an appeal; which may paralyze the procedure).

4.1.2. Non-Advertising Negotiated Procedure (PNSP)

The negotiated procedure without publicity (PNSP) may only be used in the cases set out in the LCSP.

It is necessary that the choice is correctly justified, since the lack of accreditation of the requirements provided will imply the impossibility of processing this file.

In ICN2, this procedure is mainly applied in those purchases of supplies or services where there is only one supplier as a result of the existence of exclusive rights or for technical reasons; in accordance with the provisions of art. 168.a.2º LCSP.

4.1.2.1. Characteristics of the procedure

Advertisement

The negotiated procedure without publicity is characterised by not requiring the publication of the tender notice.

This procedure is initiated by a specific invitation to the company (art. 170.1 LCSP, which refers to 169 LCSP with the exception of advertising).

Publicity of the award and formalisation will be required, in the Platform of Public Sector Contracts (PSCP) of the Generalitat de Catalunya, and in the Official Journal of the European Union (OJEU) in the case of the PNSP, if it is a SARA contract.

Deadline for submission of bids

The minimum deadline for submission of tenders will depend on whether the contract is subject to harmonised regulation or not:

- SARA Contracts (art. 161.1 LCSP): The minimum term will be 30 calendar days, counting from the publication.
- Non-SARA contracts (art. 161.3 LCSP): The minimum term will be 15 calendar days, counting from the publication.

In the event of any amendment or correction of the documentation or requirements, which entails a modification of the object, the deadline must be extended until the minimum deadline for submission of bids is met again (art. 136.2 in fine LCSP).

Resources

The type of resource will depend on whether the supply or service contract exceeds €100,000.00 or not:

- In the event of exceeding them, it is possible for bidders to file a special appeal in procurement matters before the Catalan Court of Contractual Appeals (art. 44.1 LCSP). In general terms, it does not suspend execution, unless the award of the contract is challenged.
- In the event that they do not pass them, it will be possible for the bidders to file an appeal before the head of the Department of Research and Universities of the Generalitat (art. 44.6 LCSP). In general terms, it does not suspend execution.

Award criteria

There are no limits in relation to the award criteria, taking into account that these, once established, cannot be negotiated; in the same way that the requirements may not be negotiated (art. 169.5 in fine LCSP).

Negotiation procedure

The PNSP has two phases: the initial phase and the negotiation phase.

- In the initial phase, the company will submit an initial offer, in accordance with the requirements, the offer and the criteria established (art. 169.3 LCSP).
- Once the bids have been submitted and accepted, the negotiation phase begins. At this stage, bidders may reformulate their bids, with the scope and limits provided for in the specifications.

Number of Envelopes

Unique Envelope: General documentation and technical and economic offer.

Warranty

See section 5.1.1.1. of this protocol. It is mandatory (art. 107 LCSP) for the bidder who is resolved as the successful bidder, the deposit of a guarantee for 5% of the total offered (VAT excluded). This guarantee must be submitted within the deadline for the submission of the documentation prior to the award.

Deadline for submission of documentation

The mandatory deadline for the submission of the documentation prior to the award is 10 working days (art. 150.2 LCSP).

Other features to look out for

In the event that exclusivity rights concur, it will be required to include in the file a certificate of exclusivity directly linked to the corresponding patent of the equipment, duly signed, by the corresponding supplier.

In addition, the person responsible for the contract must justify the need for the contract and that this provider is the only one capable of satisfying the needs set forth by the ICN2.

Processing times

For processing purposes, these procedures have a different estimated resolution period depending on whether it is made up as a SARA contract or not:

- SARA Contracts: Estimated resolution period between four and a half (4.5) and six (6) months, counting from their publication.
- Non-SARA contracts: Estimated resolution period of between two and a half months (2.5) and four (4) months, counting from its publication.

This period may be extended in time in the event that the procedure does not follow its standard course.

5. Mechanisms for the technical rationalisation of procurement provided for in the LCSP: framework agreements (Articles 219 to 222) and dynamic systems of Recruitment (Articles 223 to 226)

The LCSP provides for mechanisms for the technical rationalisation of procurement, called Framework Agreements (MAs) and Dynamic Procurement Systems (SDAs).

5.1. Framework agreement

A framework agreement, regulated in Articles 219 to 222 LCSP, is a mechanism for the technical rationalisation of procurement that aims to conclude with one or more companies (those that have been approved in said agreement), different based contracts that must comply with the conditions set out in said framework agreement (specific procurement requirements, duration, price limit, expected quantities, etc.). Those companies that will not apply, in due course, to the approval process will not be able to join later.

The legal limitations of a framework agreement are that the use of said instrument or mechanism is not abusive or that it hinders, restricts or distorts market competition (art. 219 LCSP).

There are different types of framework agreements, as these will be configured in one way or another depending on the need for purchase and the object of purchase itself, but all will have a validity limit of four (4) years (during which contracts may be formalized), with the duration of contracts based on this validity being independent.

Contracts based on contracts shall be awarded in accordance with the provisions contained in article 221 LCSP.

5.2. Dynamic Acquisition System

The dynamic procurement system, regulated in articles 223 to 226 LCSP, is a mechanism for the technical rationalisation of procurement that aims to allow all those companies that participate in the SDA (they may request to join at any time during its validity, art. 225 LCSP) to enter into the acquisition of works, services and supplies (depending on the configuration of the SDA itself) of current use whose characteristics, generally available in the market, meet their needs (art. 223 LCSP).

The legal limitations of an SDA are that the use of said instrument or mechanism is not abusive or that it hinders, restricts or distorts market competition (art. 223 LCSP).

According to article 226 LCSP, each contract that is intended to be awarded within the framework of a dynamic procurement system must be the subject of a tender, which in this case will be called a specific contract (art. 226 LCSP).

6. The Contracting Committee

The Contracting Board is the collegiate technical and administrative support body in charge of assisting the ICN2 contracting body in the development of contract award procedures, guaranteeing transparency, objectivity and impartiality in all phases of opening the companies' proposals.

Its main function is to evaluate the bids submitted by bidders and to formulate an award proposal based on technical and economic criteria and in accordance with current regulations.

Its powers include the opening and analysis of administrative documentation, the evaluation of technical and economic proposals, and the submission of reports or proposals to the contracting authority, in accordance with the provisions of the Public Sector Contracts Law (LCSP).

The composition of the Contracting Committee will ensure a balanced representation of technical, administrative and legal profiles, preserving at all times the independence and confidentiality of its actions.

The Contracting Committee will be composed, in general, of the following members:

- **Chair:**
The person responsible for the finance department.
- **Control body**
A Legal and Public Tenders Department representative
- **Legal advice**
The person responsible for the legal and public procurement department.
- **Members:**
 - A representative of the area promoting the contract.
 - A representative of the finance department.
- **Secretary:**
Exercised by a person from the *Legal and Public Tenders Department*, with voice, but no vote, in charge of taking minutes of the sessions and safeguarding the corresponding documentation.

When the nature of the contract so requires, **specialized technical members may be incorporated** with voice, but without vote, for the assessment of specific aspects.

7. Obligations of the contractant: monitoring of the execution of the contract

The figure of the person responsible for the contract is regulated in article 62 LCSP, and is mandatorily appointed. In the ICN2, this person in charge must always be a person with designation as Head of department or Group Leader or principal investigator of the research project.

The person in charge is mainly responsible for supervising the execution of the contract, and adopting the decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed service (whether supply, service or work).

The functions of the person responsible for the contract are:

- Propose the imposition of penalties (art. 194 LCSP).

- Issue a report determining whether the delay in the execution of the contract has occurred for reasons attributable to the contractor (art. 195.2 LCSP).
- Adopt the measures that are necessary during the period of execution of service contracts that involve the development or maintenance of computer applications, specifically in the programming of the annuities for the financing and payment of these contracts (art. 308 LCSP).
- To give instructions to the contractor for the correct execution of the provision of a service contract (art. 311 LCSP).
- Provide support to the contracting authority.

8. Monitoring of contract execution

In order to ensure the adequate monitoring of the contractual execution and guarantee the correct application of the penalties that apply in the event of non-compliance or delay attributable to the successful bidder, the following procedure for action is established.

- Notification of non-compliance

The person responsible for the contract must formally notify *the Legal and Public Tenders Department* of the existence of a delay in the delivery of the equipment or in the fulfillment of contractual obligations, providing the necessary documentation and background information for its valuation.

- Request to the successful bidder

Once the failure to comply with the delivery deadline has been verified, a written communication will be sent to the successful bidder informing of the expiry of the contractual period. In this communication, the contractor will be required to objectively justify the causes of the delay and indicate a new estimated delivery period, expressly warning that, if sufficient justification is not provided, the penalties provided for in the corresponding section of the contract will be applied.

- Beginning of the hearing process

In the event that the application of the penalty is appropriate, the successful bidder will be notified of the proposal to impose it, granting it a period of time to present the allegations and documents it deems appropriate in its defence.

- Submission of allegations

The allegations must be based on objective facts and must be accompanied by documentation or evidence that proves the veracity of the arguments presented.

- Assessment of the allegations

Once the allegations have been received, the *Legal and Public Tenders Department*, in coordination with the person responsible for the contract, will analyse the information and documentation provided, deciding on the appropriateness or otherwise of the application of the penalty, depending on the objective elements that concur in the file.

- Imposition of the penalty

If the contractor does not make allegations within the period granted, or if they are rejected, the corresponding penalty will be formally imposed, notifying the successful bidder by means of a reasoned resolution.

- Method of execution of the penalty

The notice of imposition shall indicate the amount of the penalty and the successful bidder shall be offered the possibility of voluntarily paying the amount into the account designated by the contracting entity.

In the event that, after the established period, the payment has not been made, it will be informed that the amount will be deducted from the amounts pending payment to the contractor.

- Enforcement of the guarantee

In the event that the cumulative penalties reach the total amount of the amounts pending payment, the guarantee constituted by the successful bidder will be partially or totally executed, if necessary.

- Warranty replacement

Once the guarantee has been executed, the successful bidder will be notified of the obligation to return the guarantee in the amount executed, in order to maintain the coverage established in the contract in force. This procedure will be repeated as many times as necessary.

- Actions prior to final taxation

However, and in application of the principle of proportionality, before reaching the final stages of the procedure (imposition and enforcement of the penalty), alternative or conciliatory measures may be adopted, in order to facilitate contractual compliance and avoid the application of sanctions.

9. ICN2 Government Procurement Forecasting and Planning

Annually, and in application of article 28.4 LCSP, the Generalitat de Catalunya requires ICN2 to communicate an Advance Contracting Plan. To this end, the *Legal and Public Tenders Department* must request all the information regarding the purchases planned for the following year, from the Heads and Group Leaders of ICN2.

In addition, this annual plan is also used, from the *Legal and Public Tenders Department*, to plan and implement a better service and support in tenders and minor contracts for departments and research groups.

10. Functions of the ICN2 Legal and Public Tenders Department

For the correct award and execution of contracts and in order to ensure compliance with the public procurement regulations applicable to ICN2, it is necessary that each purchase request be communicated to the *Legal and Public Tenders Department* of the ICN2, which is the unit in charge of managing the public procurement of the ICN2.

The *Legal and Public Tenders Department* will advise the promoting units on the use of procedures and the preparation of contracts that best meet their needs and ensure a higher level of compliance with public procurement regulations.

Requests must be channeled through the email address: contracts@icn2.cat.

The promoting units must refrain from sharing with third parties outside the ICN2 any information derived from the processing of this internal purchasing circuit, unless there is a cause that justifies it.

In cases of minor payments, the intervention of the *Legal and Public Tenders Department* will not be required.

ANNEX I

Processing of the minor contract

The administrative file of a minor contract must follow the following procedure:

0	REQUEST FOR THE PURCHASE OF THE UNIT OF CONTRACTING BY EMAIL	<p>To initiate a minor procurement file, a purchase request email must be sent to the <i>Legal and Public Tenders Department</i> of the ICN2. (contracts@icn2.cat). In this email, the 3 offers corresponding to the purchase you wish to make must be attached and indicate the financing of said purchase. From the <i>Legal and Public Tenders Department</i> of the ICN2, you will be assigned a file number.</p>
1	THREE OFFERS (or 1 single offer in the case of having a certificate of exclusivity linked to a current patent)	<p>Bids must be submitted in PDF format (it is not possible to submit Word, Excel or email), and must contain, at least: offer number/reference, current validity period, approximate delivery time and all expenses included (transport and others). It is important that the three bids are within the threshold that corresponds to the type of contract and the financing (see Table 1) and none exceeds it.</p> <p>In the event of requesting an offer, and one of the companies declines the invitation in writing, it will be considered as a valid request for offer.</p> <p>In the case of a contract processed with exclusivity, the required certificate of exclusivity and patent must be attached. If you do not have a certificate with a patent, you must attach a technical certificate of exclusivity, issued by the company. In both cases, it must be accompanied by the supporting technical report, signed by the GL or Head of the promoting unit of the contract.</p>
2	ASSESSMENT REPORT (the corresponding form will be sent by email)	<p>The bid evaluation report must be completed by the purchase applicant, based on the bids submitted, justifying the choice of the winning company, and sent in Word to the <i>Legal and Public Tenders Department</i>, so that it can review it and send it for signature (it must be signed by the person responsible for the contract: Head of department or Group Leader).</p>
3	ORDER AND NEED REPORT (with the OK of the Contracting Unit, the order can be processed through the PURCHASING WEBSITE)	<p>When processing the order through the purchasing website, the details of the bid of the winning company must be entered (the concept of the order must be defined in detail) and attached. Once the order process has been completed, the purchasing website will automatically generate, with the data entered in the order, a need report that will be filed in the contract file by the <i>Legal and Public Tenders Department</i>. The order that is placed through the shopping website, does not will be sent to the successful supplier, until it has been</p>

		formalization of the minor contract (signature of the contract by both parties).
4	CONTRACT (formalisation)	<p>The award is communicated to the selected company and the contractual document is sent to it for review and electronic signature (when the amount of the contract is less than 5,000 euros (excluding VAT), written formalisation will not be required). Once the company returns the contract signed by the company to the <i>Legal and Public Tenders Department</i>, the signature process will begin by the ICN2 contracting body.</p> <p>Once the document has been signed by both parties, it will be formalised and sent to the supplier, together with the order (the order processed by the purchasing website, defined above).</p> <p>The <i>Legal and Public Tenders Department</i> shall, at the time of formalisation, send an Outlook notice to the person responsible for the contract, with the end date of the contract.</p>
5	CERTIFICATE OF RECEIPT or CERTIFICATE OF COMPLETION OF SERVICE	<p>Along with the Outlook notice with the maximum time for the delivery of the good or the provision of the service, the <i>Legal and Public Tenders Department</i> will attach a certificate of receipt of the service, work or supply.</p> <p>The person responsible for the contract must fill in the minutes with the data requested (date of receipt or end of the service or, in the case of supply, description of the content of the packages received and, where appropriate, possible incidents detected) and send it to the <i>Legal and Public Tenders Department</i> so that it can process the signature of the company and the person responsible for the contract.</p> <p>In the event that installation and commissioning by professionals from the awarded company is required, those responsible for the contract, after completing the minutes with the data requested, must sign electronically (in two original copies) with the installation technician responsible, on the date of installation.</p> <p>In the case of supplies, until the acceptance certificate is signed, the guarantee period of the object of supply; and neither can payment be made.</p>
6	INVOICE/S	<p>The items on the invoices must coincide with the provisions of the contract and the invoice may not be charged, under any circumstances, with an amount or object that does not coincide with those contained in the budget and/or in the contract.</p> <p>The invoice(s), if they are not electronic and are sent by email to the person responsible for the contract, must be sent to the ICN2 Finance department (purchase@icn2.cat) for accounting,</p>

		<p>with a copy to the <i>Legal and Public Tenders Department</i> (for approval and proper filing of the file).</p> <p>Invoices, if received directly from the Finance department, will be sent to the person responsible for the contract and to the Contracting Unit, for the approval of the both.</p>
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ANNEX II

Tender processing

The administrative file of the tenders must follow the following procedure:

0	REQUEST FOR THE PURCHASE FROM THE CONTRACTING UNIT BY EMAIL	<p>Due to the volume and complexity of the documentation that must be prepared prior to the publication of the call for tenders, it is important that the purchase request is made with a sufficient margin in order to meet the deadlines that interest the person responsible for the contract.</p> <p>The purchase request will be initiated by email to the <i>Legal and Public Tenders Department</i> (contracts@icn2.cat), in which the following information must be indicated:</p> <ul style="list-style-type: none"> • Provision Object of Purchase (work, service, supply or mixed) • Maximum amount of the base budget of the tender (companies may not exceed this amount) • Maximum duration/term of execution of the contract <ul style="list-style-type: none"> ○ Possible extensions or modifications of the contract • Contract Financing <p>Based on this information, the person in charge or the contract manager will be informed about the corresponding procedure for the tender and will be provided with the documentation that must be completed: Technical Specifications (PPT) and Annex No. 3.</p> <p>Once these documents have been prepared, they will also be will require them to justify the need for the purchase, the forms of payment and solvency, among other extremes.</p>
1	FINANCING AND RESERVATION OF CREDIT.	<p>The financing of a tender may influence the preparation of the required documentation and the processing flow.</p> <p>The interested party will indicate from the purchase request what type of financing the contract will be subject to, since, depending on it, it must be confirmed with the Competitive Funding department that the purchase requested is eligible in the specific project of interest and, in addition, in the case of requiring some type of advertising, this must be incorporated in each of the documents in the files.</p> <p>Once definitively established, the financing will be</p> <p>It is necessary for the Promoter Unit to process the corresponding credit reserve.</p>

		<p>This reservation will be made through the purchasing website and will serve to block the budget corresponding to the tender during the procedure, thus ensuring that, once the process is completed, said budget will be available to make the final order to the successful bidder - whatever the final offer (i.e. the purchase order that is sent from the <i>Legal and Public Tenders Department</i> to the company, together with the formalized contract). At no time should these two procedures be confused, since the objective of these is different and so is their management.</p> <p>When processing the credit reservation through the shopping website, the following instructions must be followed:</p> <ol style="list-style-type: none"> 1) Indicate as the supplier of the purchase, the one designated on the purchasing website as "BIDDER", and not indicate in any case any other. 2) Indicate as the maximum price the one established in the PPT, as the base tender budget (not including VAT). 3) Indicate as the maximum delivery time, the Maximum term delimited in the contract.
2	<p style="text-align: center;"> PROCUREMENT FILE AND SPECIFICATIONS (PCP AND PPT) </p>	<p>For internal purposes, the documentation that makes up the tenders, prior to publication, can be divided into two categories:</p> <ol style="list-style-type: none"> a. Contracting file <ol style="list-style-type: none"> i. Supporting report <ol style="list-style-type: none"> 1. Technical report supporting (in case of exclusivity) ii. Credit Certificate iii. Legal report iv. Approval of the file v. Tender announcement b. Specifications <ol style="list-style-type: none"> i. Technical Specifications (PPT) ii. Specific Specifications (PCP) iii. PCP Annexes <p>The procurement dossier is written and prepared by the <i>Legal and Public Tenders Department</i>. The Technical Specifications and Annex No. 3 of the PCP are configured and drafted by the person responsible for the contract; according to the purchase it requires. The Specification of Particular Clauses and the annexes are drawn up by the <i>Legal and Public Tenders Department</i>, always adapting</p>

		<p>those aspects in which there is room for modification and that have been duly communicated.</p> <p>The Technical Specifications must indicate all the requirements of the purchase (purpose, amounts, duration/term, minimum technical/operational requirements, warranty period, installation and commissioning requirements, etc.). Anything that is not indicated in the PPT will not be mandatory for the companies that apply.</p> <p>The Specific Terms and Conditions regulate all the legal and administrative conditions governing the bidding procedure and the subsequent contract, including the form of payment, possible penalties in the event of non-compliance, the configuration of the envelopes, etc. Among these, Annex No. 3 of the PCP is found, which states</p> <p>establish the criteria for awarding the contract</p>
3	AWARD CRITERIA (ANNEX NO. 3)	<p>Preparation of Annex 3: The criteria for awarding a tender must include, at least, the price. The applicable formula is as follows (see Guideline 1/2020, point 5)²:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p> $P_v = \left[1 - \left(\frac{O_v - O_m}{IL} \right) \times \left(\frac{1}{VP} \right) \right] \times P$ </p> <p> P_v = Puntuació de l'oferta a Valorar P = Punts criteri econòmic O_m = Oferta Millor O_v = Oferta a Valorar IL = Import de Licitació VP = Valor de ponderació </p> </div> <p>In addition to the price, the following award criteria can be incorporated (always in accordance with the inherent limitations of each tender procedure):</p> <p>1. Award criteria subject to assessment using automatic formulas (automatic criteria/objective criteria)</p> <p>Those technical or quality specifications that are not mandatory requirements, but whose compliance/delivery is positively valued, and can be assessed through automatic formulas such as:</p> <ul style="list-style-type: none"> ○ Scaled formulas (If the lead time is reduced by 1 month, 10 points, If the lead time is reduced by 2 weeks, 5 points, If the lead time is not reduced, 0 points) ○ Binary formulas: <ul style="list-style-type: none"> ▪ Of Yes-No (Workers who will exercise the service have the

² Directive 1/2020, on the application of assessment and scoring forms for economic and technical proposals. Generalitat de Catalunya, department of the Vice-Presidency and of the Economy and Finance. Document accessible through: <https://contractacio.gencat.cat/web/.content/gestionar/regulacio-superviso/instruccions-dgcp/directriu1-2020.pdf>

		<p>XYZ Additional Certification? Yes, 10 points, No, 0 points)</p> <ul style="list-style-type: none"> ▪ Of Accrediting-Not accrediting (Does the company commit to applying measures to reconcile personal and work life in the staff that performs the service? Accredits, 10 points, Does not accredit, 0 points) <p>2. Assessable award criteria subject to value judgement (subjective criteria)</p> <p>Those technical specifications that are not mandatory requirements, but whose compliance is positively valued. The reasons for establishing X or Y score for each section and the way in which it will be assessed must be justified. These contributions from the company can be Implementation Plans or Reports, or some other type of document that allows their objective analysis.</p> <p>The evaluation of this type of criteria must be well defined from the beginning, so that the technician can follow this guideline, and it is clear from the beginning what is valued. None of the objective/automatic criteria may be included in any of the documents submitted at this stage of the subjective improvement criteria.</p>
4	PAYMENT METHODS	<p>The forms of payment will be established in the PCP (Specific Specifications), which is prepared and managed by the Legal and Public Tenders Department.</p> <p>In all contracts, by default, 100% of the payment will be linked to the end of these contracts (the delivery of the supply, the annuity or monthly payment of the service, etc.), unless otherwise justified.</p> <p>If you want to set up a different payment method, you must inform the Legal and Public Tenders Department so that it can request the appropriate approvals and incorporate it, if necessary, in all the documentation.</p> <p>Any form of advance payment, even if it is in a relatively lower percentage than the payment at the end of the contract, must be approved by Management, who will evaluate the risks and consider whether and how to apply such a method.</p>
5	GUARANTEES	<p>Establishment in the specific specifications of definitive guarantees: With the exception of abbreviated simplified open procedures (art. 159.6.f) LCSP), in all cases bidding process the bidder will be required to</p>

		<p>awarded the constitution of a definitive guarantee, for 5% of the total offered (excluding VAT), as established in article 107 LCSP.</p> <p>Once the tender has been published and it has followed the usual procedure, the company pre-awarded the contract will be required to send us, among other documentation, proof of the constitution of the guarantee will be requested prior to the award (7 or 10 working days). Without this proof, the contract.</p>
6	COMPLETION OF THE PREPARATION OF THE FILE AND SIGNING OF THE CONTRACTING AUTHORITY	<p>When the Legal and Public Tenders Department has completed the preparation of the procurement dossier (point 2.A of this processing table) and the specific specifications and annexes (point 2.B of this processing table), the documentation shall be prepared and sent for signature by the contracting authority, the person responsible for the contract and the person responsible for the origin of the contract financing.</p>
7	PUBLICATION IN DOU AND/OR PROFILE OF THE CONTRACTANT OF THE GENERALITAT	<p>Once the persons responsible above have signed the documents that make up the tender dossier, and depending on the amount of the purchase, the corresponding tender notice will be published in the <i>Official Journal of the European Union (OJEU)</i> and/or in the <i>Official Journal of the European Union (OJEU)</i>. <i>Contractant profile</i> of the Generalitat.</p>
8	START OF PROCESSING FILE	<p>From the publication of the file, the calculation of the estimated duration periods described in the definition of the types of tenders.</p>
9	ORDER SUCCESSFUL BIDDER	<p>Once the execution of the contract has been awarded to a specific company, or the contract is in the process of being drawn up, the person responsible for the management of the <i>Legal and Public Tenders Department</i> file will contract with the promoter of the contract so that, through the purchasing website, it can process the final order to the successful bidder. with the following indications:</p> <ul style="list-style-type: none"> • Indicate the successful bidder of the contract as the supplier of the purchase. If you are not included in the directory of the shopping website, you must register. • Indicate the final price (excluding VAT). • Indicate the maximum delivery time set out in the CONTRACT. Indicate the duration of the contract as established in the CONTRACT. <p>The final order to the successful bidder will cancel the order of Credit Reserve</p>
10	CONTRACT (formalization)	<p>When the award is published and the and the other companies participating in the</p>

		<p>bidding process, the contractual document will be sent to you for review and electronic signature. Once the company sends the contract signed by you to the <i>Legal and Public Tenders Department</i>, the processing of the signature by the ICN2 contracting body will begin.</p> <p>Once the document has been signed by both parties, it will be considered formalized and will be sent to the supplier, together with the order (the order processed by the purchasing website, defined above).</p> <p>The <i>Legal and Public Tenders Department</i> will send an Outlook notice to the person responsible for the execution of the procedure.</p> <p>of the contract, with the date of termination of the contract.</p>
11	<p>ACT OF RECEIPT or CERTIFICATE OF COMPLETION OF SERVICE</p>	<p>Along with the Outlook notice with the maximum time for the delivery of the good or the provision of the service, the <i>Legal and Public Tenders Department</i> will attach a certificate of receipt of the service, work or supply.</p> <p>The person responsible for the contract must fill in the minutes with the data requested (date of receipt or end of the service or, in the case of supply, description of the content of the packages received and, where appropriate, possible incidents detected) and send it to <i>the Legal and Public Tenders Department</i> so that it can process the signature of the company and the person responsible for the contract.</p> <p>However, in the event that installation and commissioning by professionals from the awarded company is required, those responsible for the contract, after completing the minutes with the data requested, must sign them electronically, with the installation technician responsible, on the date of installation.</p> <p>In the case of supplies, until the signing of the certificate of receipt, the warranty period of the object of supply will not begin; and neither can payment be made.</p>

12	INVOICE/S	<p>The items of the invoices must coincide with the provisions of the contract, and the invoice may not be charged, under any circumstances, an amount or object that does not coincide with those that appear in the contract.</p> <p>The invoice(s), if they are not electronic and are sent by email to the person responsible for the contract, must be sent to the ICN2 Finance Department (purchase@icn2.cat), so that they can proceed with their accounting, with a copy to the <i>Legal and Public Tenders Department</i> (so that it can give the go-ahead and be able to file them duly in the file).</p> <p>The invoice(s), if received directly at the Department of Finance, shall be forwarded to the person in charge of the</p>
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