

**PROCEDURE FOR THE PROCUREMENT OF THE FOLLOWING SERVICES:**

**Development of communication materials for the ICT4Silver project, funded by the VB  
SUDOE PROGRAMME**

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## **1 APPLICABLE LAW AND LEGAL STATUS**

The contract referred to in these specifications by Spanish Law 9/2017 of 8<sup>th</sup> November on Public Sector Contracts, as well as additional specific conditions indicated in the Annexes to the contract shall be governed.

Specifications Terms and Conditions, the Technical Specifications and other related documents, shall take contractual nature. The contracts shall conform to the content of these specifications, the terms of which are considered an integral part of the respective contracts.

## **2 OBJECT OF THE CONTRACT**

The contract to which this statement refers concerns the provision of the services referred to in Annex I.

## **3 BUDGET BIDDING AND CONTRACT PRICE**

The bidding budget is as set out in Annex I, which will indicate the Value Added Tax as an independent item.

The price of the contract will be that resulting from the award of the contract.

## **4 EXECUTION TIME**

The period of performance of the contract, as well as the partial periods which may be established, may be set out in Annex I, and shall commence on the day following the signature of the contract.

## **5 ABILITY TO SUBCONTRACT**

Natural or legal persons who have full capacity to act and who prove their economic, financial and professional solvency as indicated in Annex I to this list may be eligible for the award of this contract.

The purpose or activity of the successful tenderer will be directly related to the object of the contract and will have an organization with personal elements and sufficient materials for the proper execution of the contract.

## **6 DOCUMENTATION REQUIRED**

A technical and economic proposal will be presented. Each tenderer may only submit a single economic proposal and shall be subject to the provisions of this notice. The technical proposal must comply with the requirements and specifications of Annex I of this Bidding Document.

Proposals should provide information about all the issues that are requested in the bidding documents. The tenderer may submit any other documentation that deems appropriate for the definition and qualification of his tender, according to the award criteria of this tender, all the documentation indicated, in each case, of those related with a general nature in Annex I of the Present sheet.

## **7 AWARD PROCEDURE AND PROCESSING OF THE DOSSIER**

Annex I in the form of processing the application shall be indicated.

## **8 FORM AND DEADLINE FOR SUBMISSION OF THE PROPOSAL**

Proposals must be written, at least, in one the ICT4SILVER project's official languages (English, French, Portuguese or Spanish) and must be submitted, before the **11<sup>th</sup> July 2018 (23:59h CET)** in accordance with the requirements stated in the tender documents clauses by mail to the following address:

**Att. Isaac Matamoros  
Project Manager at ICT4SILVER  
Fundación Knowledge Innovation Market  
c/Pallars 179-185, 1a planta  
08005- Barcelona  
SPAIN**

## **9 CONSIDERATION OF PROPOSALS AND AWARD CRITERIA**

The contracting authority will examine the documentation submitted to verify compliance with the technical and economic requirements of the bids, and may request from the tenderer any additional documentation required. The contracting authority will exclude from the evaluation and proposal of awarding the bids that do not comply with the requirements of the contract.

After examination of the proposals, the Contracting Board will formulate the corresponding award proposal to the contracting authority, once the criteria applicable to the selection of the successful tenderer have been weighed. When the contracting authority decides not to award the contract in accordance with the proposal formulated, it must give reasons for its decision.

In the event of observing omissions or deficiencies in the documentation provided, the rules of development of the LCSP for the correction of defects and omissions in the documentation will apply.

**Proposals must be opened within a maximum period of 10 calendar days from the date of the deadline for the submission of tenders.**

## **10 AWARD**

Within a maximum period of 2 months from the opening of the proposals, the contracting authority will proceed to the provisional award of the contract to the proposal that is most advantageous, or to declare the proceeding void, motivating, in any case, its resolution, With reference to the award criteria.

Once the provisional award has been made and prior to final adjudication, the contractors will require the proposed candidate as the successful tenderer to present the certifications proving the fulfillment of their tax and Social Security obligations or equivalent document.

## **11 IMPROVEMENT OF THE CONTRACT**

The contractor assumes full responsibility for the technical, legal and economic merits of the bid submitted and undertakes to take all necessary measures, and have the means and technical, material and human resources necessary for optimal performance of the contract, leaving his charge all costs arising this commitment.

## ANNEX I. SPECIAL CONDITIONS

### **PROCEDURE FOR THE PROCUREMENT OF THE FOLLOWING SERVICES:**

#### **Development of communication materials for the ICT4Silver project, funded by the VB SUDOE PROGRAMME**

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**A. Object of the contract and needs to be satisfied:**

The contract is constituted by subcontracting the services of "Development of communication materials for the ICT4Silver project, funded by the VB SUDOE PROGRAMME "within the framework of SOE1 / P1 / F0370 Project - ICT4Silver .

The ICT4Silver project focuses on the development of innovative products and services based on ICT Technology dedicated to the elderly people.

The population ageing is a trend that concerns all countries, but this societal challenge is also of particular interest due to its high market potential in the 3-4 regions represented in the consortium which all attract a very high proportion of retired people in their respective countries. Ageing and well-being of the population instigate in turn untapped market opportunities for specific ICT products and services adapted to the senior segment, local/individual services dedicated to the elderly, for maintaining their autonomy, through remote monitoring systems, for ensuring their well-being etc..

In parallel, numerous KET ICT innovations are currently being developed (e.g. measuring techniques, sensors, remote monitoring, smart and connected devices, robotic assistance, telecommunication and internet of things) but remain often too much within the labs or SMEs which developed them. Being too far away from the silver economy stakeholders, such SME do not know how to penetrate such markets. To that extent, the Silver economy is a field where cross-sectorial projects shall bring real economic development opportunities provided that the added value of ICT technologies for meeting the challenges at stake with the ageing of the population could be assessed and demonstrated.

In this sense, the ICT4SILVER project consortium, composed by the following partners: ADI Nouvelle-Aquitaine, AUTONOM'LAB, HCL, KIMbcn, TECNALIA, GAIA, TICE.PT, TIC Santé and IPCA, must ensure efficient implementation of project activities, and the implementation and scope of all project objectives and deliverables for which it is responsible.

In this sense, and because of the nature of some of the activities defined in the project, the ICT4SILVER project consortium made outsourcing to external entities whose



characteristics and professional experience ensure high quality in the development of such activities.

## **B. Communication Requirements of Interreg Sudoe Programme**

Projects approved under the Interreg Sudoe Program are financed by public funds. This means that they are committed to carrying out communication actions to maximize their impact and to ensure the transparency and visibility of their funding, activities and results. Projects should contribute to the dissemination of the importance of the Interreg Sudoe Program, the European Regional Development Fund (ERDF) and the European Union.

For these reasons, any action or communication material created by the project must clearly indicate the source of funds. For its part, the Program will disseminate the funding obtained by each project and the list of beneficiaries of the projects approved on its website, as established by Community legislation.

The communication actions organized within the framework of the project will be aligned with the objectives of the project, the objectives of the cooperation program and the objectives of the communication strategy of the Interreg Sudoe Program, which are as follows:

- Strengthen transnational cooperation in south-western Europe.
- Make the Program known to potential beneficiaries.
- Disseminate the results of the Program.
- Communicate how European policies have an impact on society.

The communication of the project must also respect the approach and principles of the communication strategy of the Program. It is also essential that it be consistent with the horizontal principles of the Cooperation Program: sustainability, non-discrimination and equality between men and women.

It is the obligation of the selected tenderer to ensure that all developed materials within the present contract conform to the requirements of the SUDOE programme available

in the following: <https://www.interreg-sudoe.eu/gbr/communication/communication-strategy-of-the-interreg-sudoe-programme>.

### **C. Definition of services under this contract**

Under this contract will be subcontracted the following services divide in two lots:

- LOT 1: Design and printing of ICT4SILVER dissemination materials (6000 leaflets and 9 roll-ups), funded by the VB SUDOE PROGRAMME
- LOT 2: Realization of 4 videos (one per country) to present the (12) solutions accompanied in ICT4SILVER project, funded by the VB SUDOE PROGRAMME

### **D. Technical and financial requirements:**

***LOT 1: Design and printing of ICT4SILVER dissemination materials (6000 leaflets and 9 roll-ups), funded by the VB SUDOE PROGRAMME***

- Technical solvency: the entity has carried out at least 5 contract in the field of the present tender (1 of them in the scope of the international projects).
- Professional solvency: One member of the team has 1 years of experience in the field of the present tender for international projects.

Leaflets:

#### **Target Audience**

- Leaflet users and target audiences include:
  - Project partners;
  - Policy makers & public bodies (e.g. EU Institutions, regional and local authorities);
  - Professional stakeholders (e.g. Companies -both large and SMEs-, clusters, R&D community);
  - The general public (individual consumers, citizen/concerned organizations);
  - Leaflet users will be mainly from France, Spain and Portugal.
- Design style:

- The leaflet will have a professional, high-end look and modern design;
- Shape: 14,3 x 23 cm Closed; 45 x 23 cm Opened;
- Inks: 4+4 ;
- Material: matt coated paper, 300 g/m2;
- Binding: cut and folded;
- Language: English, Spanish, Portuguese, French.
- Distribution<sup>1</sup>:
  - 1500 in Portuguese: 750 leaflets per partner (IPCA, TICE.PT)
  - 1500 in Spanish: 375 per partner (GAIA, TECNALIA, HCL, KIMbcn)
  - 1500 in French: 500 per partner (AUTONOM'LAB, ADI N-A, TIC Santé)
  - 1500 in English.

## CONTENT

The contents will be provided by partners

Roll ups:

### Target Audience

- Roll-up users and target audiences include:
  - Project partners;
  - Policy makers & public bodies (e.g. EU Institutions, regional and local authorities);

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<sup>1</sup> The leaflets must be ship to the different partners according to the figures and characteristics indicated.

1. ADI Nouvelle-Aquitaine: 6 allée du Doyen Georges Brus. 33600 Pessac. FRANCE.
2. GIP AUTONOM'LAB: 12 rue Gemini. 87068 Limoges. FRANCE.
3. Home Care Lab, S. Coop: Simón Bolívar, 28 bajo. 48013 Bilbao. SPAIN.
4. Fundació Knowledge Innovation Market Barcelona: Pallars 179-185. 08005 Barcelona. Spain.
5. Fundación Tecnalia Research & Innovation: Parque Científico y Tecnológico de Bizkaia, C/ Geldo. Edificio 700. 48160 Derio. SPAIN.
6. Asociación de Industrias de las Tecnologías Electrónicas y de la Información del País Vasco: Portuetxe Bidea nº 14 -1ª Planta. 20018 San Sebastian. SPAIN.
7. Associação TICE.PT: Campus Universitário de Santiago Instituto de Telecomunicações. 3810193 Aveiro. PORTUGAL.
8. Cluster TIC Santé aquitain: 6 allée du Doyen Georges Brus. 33600 Pessac. FRANCE.
9. Instituto Politécnico do Cávado e do Ave: Campus do IPCA. 4750810 Vila Frescaíña S. Martinho. PORTUGAL.

- Professional stakeholders (e.g. Companies -both large and SMEs-, clusters, R&D community);
- The general public (individual consumers, citizen/concerned organizations);
- Roll-ups users will be mainly from France, Spain and Portugal.
- Design style:
  - The roll-ups will have a professional, high-end look and modern design;
  - Format: 85x200 Cm;
  - Type of paper or carrier: Satin roll-up canvas;
  - Weight: 155;
  - Inks: 4 + 0;
- Distribution<sup>2</sup>:
  - 3 roll-ups in French (AUTONOM'LAB, ADI N-A, TIC Santé),
  - 4 roll-ups in Spanish (GAIA, TECNALIA, HCL, KIMbcn),
  - 2 roll-ups in Portuguese (IPCA, TICE.PT).

## CONTENT

The contents will be provided by partners

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<sup>2</sup> The rollups must be ship to the different partners, according to the figures and characteristics indicated, to the following addresses:

1. ADI Nouvelle-Aquitaine: 6 allée du Doyen Georges Brus. 33600 Pessac. FRANCE.
2. GIP AUTONOM'LAB: 12 rue Gemini. 87068 Limoges. FRANCE.
3. Home Care Lab, S. Coop: Simón Bolívar, 28 bajo. 48013 Bilbao. SPAIN.
4. Fundació Knowledge Innovation Market Barcelona: Pallars 179-185. 08005 Barcelona. Spain.
5. Fundación Tecnalía Research & Innovation: Parque Científico y Tecnológico de Bizkaia, C/ Geldo. Edificio 700. 48160 Derio. SPAIN.
6. Asociación de Industrias de las Tecnologías Electrónicas y de la Información del País Vasco: Portuetxe Bidea nº 14 -1ª Planta. 20018 San Sebastian. SPAIN.
7. Associação TICE.PT: Campus Universitário de Santiago Instituto de Telecomunicações. 3810193 Aveiro. PORTUGAL.
8. Cluster TIC Santé aquitain: 6 allée du Doyen Georges Brus. 33600 Pessac. FRANCE.
9. Instituto Politécnico do Cávado e do Ave: Campus do IPCA. 4750810 Vila Frescaíña S. Martinho. PORTUGAL.

***LOT 2: Realization of 4 videos (one per country and one general) to present the (12) solutions accompanied in ICT4SILVER project, funded by the VB SUDOE PROGRAMME***

Duration:

360'' aprox.

General guidelines:

- Use of images and music for introduction, transitions and closing.
- Record and edition of the videos provided by the service provider.
- Art direction: minimalistic, elegant and actual.

Locations:

1. Agence Développement et Innovation de la Nouvelle-Aquitaine: 6 allée du Doyen Georges Brus. 33600 Pessac. FRANCE.
2. Home Care Lab, S. Coop: Simón Bolívar, 28 bajo. 48013 Bilbao. SPAIN.
3. Instituto Politécnico do Cávado e do Ave: Campus do IPCA. 4750810 Vila Frescaíña S. Martinho. PORTUGAL.

Language:

English (with subtitles provided by project partners in 3 languages –FR, PO and SP-)

Script:

SCENE	ACTION	TIMING
<p>1. Slip of paper with <b>project logo and tagline</b> “Support actions to SMEs – specific country”.</p>	<p>The logo give way to a map of the SUDOE area, with the location of the 12 solutions.</p>	<p>5”</p>
<p>2. Brief <b>introduction of the activities carried out to support SMEs.</b></p>	<p>The lead partner or a national partner explains in brief the objective of the activities and how the SMEs are going to be involved (video provided by the project partners)</p> <p>Name and position of the speaker.</p>	<p>30”</p>
<p>3. <b>Testimony of the SMEs</b> (x4 aprox.)</p>	<p>A map of the specific country with the location of the national SMEs give way to the different SMEs testimony (x4 aprox.)</p> <p><i>Zoom to the location of the SME’s and introduction of specific data (company name, location, name of the tested product/ service and one-two lines of description)</i></p> <p><i>The SMEs explains the product/service, the support services that it will receive and its purpose (how they will improve its market approach).</i></p> <p><i>Name and position of the speaker.</i></p>	<p>70” (x4 aprox.)</p>
<p>4. <b>Closing phase.</b></p>	<p>The lead partner or a national partner presents some figures about the activities, like overall number of SMEs accompanied, segmentation of the products/services, overall number of participants in the tests, hours or services provided, ...</p> <p>The figures will be accompanied by graphics.</p> <p>Name and position of the speaker.</p>	<p>30”</p>

<p><b>6. Presentation of project partnership and SUDOE program</b></p>	<p>Project logo accompanied by partner’s logo, project’s social accounts and the INTERREG SUDOE’s logo and the sentence explaining how the project has been funded.</p>	<p>5”</p>
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**E. Budget and Contract Price**

The price of the contracted services amount to the maximum amount of 15.798,00 € (VAT excluded) corresponding for services the development of communication materials for the ICT4Silver project, funded by the VB SUDOE PROGRAMME, divided as follow:

- LOT 1: Design and printing of ICT4SILVER dissemination materials (6000 leaflets and 9 roll-ups), funded by the VB SUDOE PROGRAMME: 5.798,00€ (VAT excluded)
- LOT 2: Realization of 4 videos (one per country) to present the (12) SMEs accompanied in ICT4SILVER project, funded by the VB SUDOE PROGRAMME: 10.000,00€ (VAT excluded)

## F. Planning, Outputs and deliverables

Leaflets and rollups:

TIMELINE	ACTION	PAYMENT
Week 2	Design proposal	
Week 4	Final design	50%
Week 5	Print and delivery	
Week 6	Reception and validation by the partners	50 %

Videos:

TIMELINE	ACTION	PAYMENT
Week 2	Scrip proposal	
Week 4	Final scrip	50%
Week 5	Start of the recording	
Week 8	Finalization of the recording	
Week 10	Beta edition	
Week 12	Final edition and delivery	50%

The ICT4SILVER project's consortium has to assume on behalf of the partnership the responsibility of carrying out the contracting process in accordance with European, national and program legislation as well as the signing of the contract with the service provider.

The beneficiaries agree on the breakdown of costs as follows:

- Beneficiary n.1 – Agence Développement et Innovation de la Nouvelle-Aquitaine, is committed to pay the 11% of the total amount.
- Beneficiary n.2, GIP AUTONOM'LAB, is committed to pay the 11% of the total amount
- Beneficiary n.3 Home Care Lab is committed to pay the 11% of the total amount
- Beneficiary n.4 Fundació Knowledge Innovation Market is committed to pay the 11% of the total amount
- Beneficiary n.5 Fundació Tecnalia Research& Innovation is committed to pay the 11% of the total amount



- Beneficiary n.6 Asociacion de Industrias de Tecnologías Electronicas is committed to pay the 11% of the total amount
- Beneficiary n.7 Assiçiação TICE.PT is committed to pay the 11% of the total amount
- Beneficiary n.8 Cluster TIC Santé aquitain is committed to pay the 11% of the total amount
- Beneficiary n.9 Instituto Politécnico do Cávado e do Ave is committed to pay the 11% of the total amount.

The successful tenderer shall issue an invoice to each of the beneficiaries for the corresponding amount of the service rendered. Each Beneficiary will be responsible for payment.

#### **G. Place of execution**

- LOT 1: Design and printing of ICT4SILVER dissemination materials (6000 leaflets and 9 roll-ups), funded by the VB SUDOE PROGRAMME: in the facilities of suppliers.
- LOT 2: Realization of 4 videos (one per country, plus one general) to present the (12) solutions accompanied in ICT4SILVER project, funded by the VB SUDOE PROGRAMME:
  - a) Agence Développement et Innovation de la Nouvelle-Aquitaine: 6 allée du Doyen Georges Brus. 33600 Pessac. FRANCE.
  - b) Home Care Lab, S. Coop: Simón Bolívar, 28 bajo. 48013 Bilbao. SPAIN.
  - c) Instituto Politécnico do Cávado e do Ave: Campus do IPCA. 4750810 Vila Frescaíña S. Martinho. PORTUGAL

#### **H. Term of contract**

The contract period will run until September 2018 although this date may be extended if the responsible body SUDOE ICT4SILVER grants an extension to the project.

#### **I. Obligations and Rights of the Awardee**

In addition to the obligation to provide service in the form and terms indicated above, the contractor undertakes to fulfill with all services and documentation related to this

contract with the norms established in the SUDOE Programme<sup>3</sup> and especially communication guides.

The contractor must prove the capability to have at least an advanced level of English.

#### **J. Award procedure**

The award procedure followed in this contract will be open procedure.

#### **K. Award criteria**

Offers will be evaluated according to the criteria listed below, with 0 being the lowest score and 100 the highest score.

**Economic proposal.** The target price criterion has a total weight of 40% of the total evaluation. The lowest bid will get the highest score, granting to other bids lower score in proportion to the difference in price with the lowest price. The economic offer will be evaluated according to the formula:  $\text{Score} = (P_m / P) * 40$ .

Where  $P_m$  is the minimum price offered,  $P$  the price offered by the bidder and 40 points assigned to the minimum price.

It will be understood that the proposition cannot be fulfilled as a result of disproportionate or reckless offers. It shall be considered as such the loss of any proposal whose percentage exceeds 10 units, at least, to the arithmetic mean of the lower percentages of all the propositions presented.

**Technical proposal.** The objective of the technical proposal criterion has a weight of 60% in the total valuation, according to the following objectives endpoints.

Valuations subjected to value criteria 60%:

- 10 points: Description of the organization and the planned activities for the service
- 10 points: Description of the method by which the highest quality in the development of the activities will be ensured

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<sup>3</sup><http://www.interreg-sudoe.eu/ESP>

- 10 points: Description of the workplan by which the highest quality in the development of the activities will be ensured
- 10 points: Description of the proposed work team, the functions and responsibilities of each of the components
- 5 point for each week of reduction with respect to the delivery date (until a maximum of 20 points)

#### **L. Outsourcing**

Contracting of activities is permitted with the prior consent of the contracting authority. Subcontracting must be indicated in the technical and economic offer submitted by the subcontractor for evaluation.

#### **M. Resolution of Contract**

The contract may be resolved early in the cases mentioned below:

- By mutual agreement, upon the liquidation of the outstanding obligations between the parties at the time of the resolution.
- In case of non-compliance by the contractor of the contractual obligations, which will entail the corresponding compensation.
- In any case it will be used the Spanish law.

#### **N. Warranty Period**

Due to the nature of the benefit it is not necessary to establish any warranty period.

#### **O. Documentation Required**

The documentation will be presented in a single envelope identified as 1 for all lots and an envelope 2A and an envelope 2B for each lot presented, signed by the bidder or person representing it and inside each envelope a relationship will be incorporated, in a separate sheet, which will include the documents included in the order numerically.

The documentation containing envelopes no. 1 and 2A can not include any information that allows to know the content of envelope no. 2B regarding the economic proposal. Failure to comply with this obligation will entail the exclusion of the tender. Neither can

it include information or technical documentation of criteria that can be evaluated automatically.

### **On no. 1. Administrative information**

Outside, there must be the mention "On No. 1. Administrative information for the procedure related to the contract that is aimed ..., processed by the ICT4SILVER project, presented by ... with CIF / NIF ..., with domicile for purposes of communications ..., telephone ....., fax ..... e-mail ....."

The envelope must contain only:

- The DEUC document. To obtain the DEUC document, the tenderer must download the file in xml format that will be uploaded to the contracting profile, save it to his computer and go to the online service of the European Commission, indicate that he is an economic operator and who wants to import a DEUC, the document must be attached in xml format at this time and follow the instructions indicated in this online service (you can find a "DEUC: guide for use by bidders" in the contracting profile).

In Part IV of the DEUC: "Selection criteria" must be answered exclusively if the economic operators meet or not all the necessary selection criteria by filling out the box yes or no. THE DIFFERENT SECTIONS OF INFORMATION OF THE SELECTION CRITERIA SHALL NOT BE FULFILLED.

In addition, the bidding companies will indicate in the DEUC, where appropriate, the information related to the person or people qualified to represent them in this tender.

In the case of companies that concur to tender jointly, each of the entrepreneurs must present a separate DEUC in which the information required in Parts II to V of the form appears, if applicable. In addition to the DEUC, these companies must provide a document with the commitment to be constituted formally in temporary union in case of being awarded the contract.

In the event that the bidding company uses the capabilities of other companies to prove the economic and / or technical solvency, in accordance with the provisions

of article 64 of the TRLCSP, it must indicate this circumstance in the DEUC (in the part II, section C) and present another separate DEUC for each of the companies whose capacity is duly signed.

Only for foreign companies and when the contract is executed in Spanish territory, participation in the tender involves the submission of the bidder and the successful bidder to the jurisdiction of the Spanish courts and tribunals of any order, for all incidents which, directly or indirectly, may derive from it contract, and with resignation, as the case may be, to the foreign jurisdiction that could correspond to the bidder.

The accreditation of the possession of the documentation justifying the fulfillment of the requirements demanded in this document whose fulfillment has been indicated in the DEUC, must be carried out by the tendering company to whom the award proposal falls for having submitted the most economically advantageous offer, prior to the award

- Documents proving the experience of the entity: contracts or certified of the work signed by the contractor, specifying name of the project, period and activities carried out.
- Documents proving the experience of the team: CV.

The documents can be provided by original copy or by certified photocopy. In this case the contracting body reserves the right to request the original or an authentic copy of this documentation at any time during the award process.

### **On no. 2A. Technical proposal**

Outside, there must be the mention "On No. 2A. Technical proposal for the procedure related to the contract that is aimed ..., processed by the ICT4SILVER project, presented by ... with CIF / NIF ..., with domicile for purposes of communications ..., telephone ....., fax ..... e-mail ....."

This document will contain all information related to the organizational and operational model of the offering entity. It will provide a detailed description of the organization and the planned activities for the service, with a description of the proposed work team, the

functions and responsibilities of each of the components. This document will also describe a work plan and a description of the method by which the highest quality in the development of the activities will be ensured.

**On no. 2B. Economical proposal**

Outside, there must be the mention "On No. 2B. Technical proposal for the procedure related to the contract that is aimed ..., processed by the ICT4SILVER project, presented by ... with CIF / NIF ..., with domicile for purposes of communications ..., telephone ....., fax ..... e-mail ....."

This section should contain the total amount, according to the following model:

*Mr. / Mrs. .... with residence in Knowing the conditions and requirements that are required to be awarded the contract no. .... ".....", undertakes in its own name / on behalf of the company ..... with registered office in ..... Street ..... núm. .... and NIF ....., according to Powers of attorney notary / Mr / Mrs ..... with date ..... and protocol number ....., to execute it strictly subject to the requirements and stipulated conditions, for the total amount of:*

*These prices do not include VAT.*

*..... of ..... 20 ...*

*Signed*

*(Company seal and signature)*

A detailed budget should also be included with the schedule of activities.

**P. Communication**

The award will be communicated to the successful tenderer in writing within a maximum period of 2 months from the opening of envelopes.

#### **Q. Confidentiality**

All information from the ICT4SILVER project to which the successful tenderer has access under the contract should be considered as confidential and the successful tenderer cannot make use outside the framework of the contract.

The contractor cannot make any communication to third parties regarding the contract unless you have the express written authorization of the ICT4SILVER consortium.

#### **R. Ley oficial de protección de datos (LOPD)**

A) The successful tenderer undertakes to treat all personal data he collects or to which he has access under this contract, in accordance with the provisions of article 12 of the LOPD.

In particular, the successful tenderer in case he has to collect personal data in his action in the name and on behalf of the ICT4SILVER project, it obliges to inform the interested parties of the use and purpose of the data provided, and to treat them exclusively to carry out the activities Object of this contract and in accordance with the instructions received, without using them, transmit them or transfer them, not even for the conservation, to other persons, physical or legal.

B) In accordance with the characteristics of the personal data to which it accedes, the security measures that it will adopt are those corresponding to the basic level, in accordance with the provisions of article 12 of the LOPD and article 89 et seq. RD 1720/2007 of 21 December, which approves the regulations for the development of the LOPD.

C) Once the activities stipulated in the contract have been completed, the successful tenderer shall destroy or, if applicable, and in accordance with the instructions received by the contracting body, return the media or documents containing any data that comes from the data file owned by ICT4SILVER project, without retaining any copy and without any person, physical or legal, coming into contact with the data.

D) In case it destines the data for another purpose, communicates them or uses them in breach of the stipulations of the order, it will be considered responsible for the treatment, responding to the infractions and expressly exempting ICT4SILVER project from any responsibility regarding the breach of the duties and obligations Imposed by the LOPD and its rules of development.

#### **S. Conclusion of Contract**

The formalization of the contract will be made through a negotiated contract within the term indicated in the communication of the award.