

**PROCEDURE FOR RECRUITMENT of Support services for the presentation of the projects results during an international event”, funded by the VB SUDOE PROGRAMME within the framework of SOE1/P1/ F0370 Project - ICT4Silver**

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## 1 APPLICABLE LAW AND LEGAL STATUS

The contract referred to in these specifications by Spanish Law 30/2007 of 30 October 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.

The contract referred to by the present specifications shall be governed by Spanish Law 30/2007 of 30 October on Public Sector Contracts, by internal contracting instructions of the KIMbcn Foundation and additional specific conditions set out in the annexes to the contract.

Additionally, this contract will also be subject to Legislative Royal Decree 3/2011 of 14 November, by which the revised text of the Law on Public Sector and the Provision approved: 3/2011 Royal Decree of 14 November, by which the revised text of the Law on Public Sector Contracts approved.

## 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, Spanish or foreign, 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 in Spanish, Catalan or English and must be submitted in accordance with the requirements stated in the tender documents clauses, from 9 to 14 hours by e-mail to the following address: Conxita Junqueras [pgalimany@kimbcn.org](mailto:pgalimany@kimbcn.org). Application must be submitted before the 4<sup>th</sup> of February 2019 9:00 AM, ie By email it is required justify the imposition shipping date by the stamp of the Post Office in the documentation.

This documentation will be presented in a sealed envelope, signed by the tenderer or person representing them, which will also indicate the company name and the name of the bidding entity and the title of the tender.

## 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 7 days 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 Foundation 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 PERFECTION 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 AND TECHNIQUES

**PROCEDURE FOR THE RECRUITMENT OF Support services for the presentation of the projects results during an international event”, funded by the VB SUDOE PROGRAMME within the framework of SOE1/P1/ F0370 Project - ICT4Silver**

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## 1. Object of the contract and KIMbcn needs to satisfy:

The contract is constituted by subcontracting the services of "Support services for the presentation of the projects results during an international event", 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.

## 2. 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 [link](#).

### 3. Definition of services under this contract

*Activity T2.3: Dissemination events*

*Description:* half a day transnational event (Brussels). The event will take place in the Nouvelle-Aquitaine Offices in 21, rue Montoyer, Brussel on the 14<sup>th</sup> of March from 14h00 to 22h.

*Tactical objective:*

- Present the results for ICT4SILVER project
- Present the pending questions we identified on our problematic
- Generate and identify next collaborations to resolve the pending questions

*Specific tasks:*

In accordance with Community regulations, a European Union flag will be placed in the event.

*To organize and coordinate the event:*

- *Select and provide the caterer from a list provided by the Nouvelle-Aquitaine representations offices*
  - *Coffee break 1 at 14:00 for 20 people*
  - *Coffee break 2 at 16:00 for 50 people*
  - *Cocktail buffet and drinks at 18:00 for 50 people*
- *Select and subcontract a provider for taking videos and photos during the event*
- *Release a press release before the event and coordinate the PR on the d-day*
- *Coordinate the event*
  - *Before : creation , print and preparation of participants booklet and badges*
  - *D-Day : be present to coordinate the different providers and manage the attendees.*
  - *After : transmission of the edited pictures and videos made during the day to all the project partners.*

### 4. Requirements of the contractor:

- Absence of conflict of interest
- Language proficiency (English)
- Availability / management capacity for the implementation of tasks

### 5. Budget and Contract Price

The price of the contracted services amount to the maximum amount of 4995,00€ corresponding for services design, development and maintenance of the platform and its contents. All expenses are included in the price is considered closed.

#### 6. Payment and billing planned.

Payments will be made following the next set of milestones:

- **50 % Milestone 1. Upon attribution of the contract**
- **50% Upon 1 month before the 31/03/2019**

KIMbcn 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.

KIMbcn makes payments in the amounts described herein 60 days after the date of the invoice, 20th. The beneficiaries agree on the breakdown of costs as follows:

- Beneficiary n.1 – Agence de Développement et d' Innovation Aquitaine Limousin Poitou, is committed to pay an amount of 555.00 €.
- Beneficiary n.2, GIP AUTONOM'LAB, is committed to pay an amount of 555.00 €
- Beneficiary n.3 Home Care Lab is committed to pay an amount of 555.00 €
- Beneficiary n.4 Fundació Knowledge Innovation Market is committed to pay an amount of 555.00 €
- Beneficiary n.5 Fundación Tecnalia Research& Innovation is committed to pay an amount of 555.00 €
- Beneficiary n.6 Asociacion de Industrias de Tecnologías Electronicas is committed to pay an amount of 555.00 €
- Beneficiary n.7 Associação TICE.PT is committed to pay an amount of 555.00 €
- Beneficiary n.8 Cluster TIC Santé aquitain is committed to pay an amount of 555.00 €

- Beneficiary n.9 Instituto Politécnico do Cávado e do Ave is committed to pay an amount of 555.00 €

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.

#### 7. Term of contract

**The contract period will run until the end date of the project (31/03/2019) although this date may be extended if the responsible body SUDOE ICT4SILVER grants an extension to the project.**

#### 8. Minimum solvency requirements

The documentation required for compliance with the minimum solvency requirements, indicated in art. 74 and SS of RDL 3/2011, of November 14, which approves the revised text of the Public Sector Contracts Act.

#### 9. 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 normes established in the SUDOE Programme<sup>1</sup> and especially communication guides.

#### 10. Award procedure

The award procedure followed in this contract will be negotiated without advertising process.

#### 11. Award criteria

Offers will be evaluated according to the economic criteria.

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<sup>1</sup><http://www.interreg-sudoe.eu/ESP>

## 12. Outsourcing

Subcontracting 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.

## 13. 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.

## 14. Warranty Period

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

## 15. Documentation Required

To be eligible for recruitment, applicants must submit to KIMbcn, within the prescribed period, the following documents:

### **On no. 1**

*(All documentation included in envelope number 1 will be required only to the winning entity of the tender. In the case that this entity does not provide the requested documents within the established period, the concession will be considered denied).*

A) Documents proving the personality of the tenderer.

A) Deed of incorporation, duly registered in the case in the Mercantile Register. In the case of a non-Spanish company from a Member State of the European Community, its capacity to act shall be evidenced by the presentation of the registration in the professional or commercial register, when this requirement is required by the legislation of the respective state.

B) Registration of tax on economic activities.

C) Express and responsible declaration of being aware of tax obligations and Social Security or equivalent document. Without prejudice to the justification for this requirement must be submitted before the final award.

D) Declaration responsible for not complying with any of the causes of incompatibility or incapacity to contract with the Administration provided for in current legislation.

The documents can be provided by original copy or by certified photocopy and / or scanned electronic version (electronically certified); 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. 2

A) Technical proposal.

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.

B) Economic proposal

This section should contain the total amount, according to the model at the end of this document. A detailed budget should also be included with the schedule of activities.

## 16. Communication

The award will be communicated to the successful tenderer in writing within a maximum period of 7 working days from the opening of envelopes (maximum of 10 days from the deadline for submission of tenders).

## 17. Confidentiality

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

The contractor can not make any communication to third parties regarding the contract unless you have the express written authorization of KIMbcn

## 18. *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 KIMbcn se 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 KIMbcn, 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 KIMbcn from any responsibility regarding the breach of the duties and obligations Imposed by the LOPD and its rules of development.

#### 19. 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.



ECONOMIC MODEL PROPOSAL

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)

## MODEL OF RESPONSIBLE DECLARATION

Sirs,

I, the undersigned, declare:

- 1.- That neither ..... (hereinafter the applicant) nor its administrators and / or representatives are included in the head of the circumstances foreseen in the Article 49 of the Public Sector Contracts Act.
- 2.- That the applicant is aware of the tax obligations with the State.
- 3.- That the applicant is aware of the obligations with the Social Security or equivalent document.
- 4.- That the applicant is aware of the tax obligations with the Generalitat of Catalonia.
- 5.- That the applicant is discharged to the Tax on Economic Activities and to the payment current, when activities are subject to this tax.
6. That the personal data corresponding to employees, contained in the documentation provided, have been obtained in compliance with the LOPD and that the interested parties have authorized the assignment to ..... With the sole and exclusive purpose of participating in this recruitment procedure.

And to the appropriate effects, the present one is signed, to ..... of ..... .. of .....

Firm