

Mixed batch contract for the supply, on a procurement basis, of hardware equipment for forensic solutions, and installation, configuration and training services, within the framework of the project "ACT - Advance Counter Terrorism for Lebanon security.

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SPECIFIC CONTRACT PROSPECTUS

1. AWARDING AUTHORITY

Contracting authority	International and Ibero-American Foundation for Administration and Public Policies, FSP (hereinafter "FIIAPP" or "the Entity")
Responsible for the Contract	Maria Oset Serra

2. PURPOSE AND LOTS OF THE CONTRACT

Object	Mixed batch contract for the supply, on a procurement basis, of hardware equipment for forensic solutions, and installation, configuration and training services, within the framework of the project "ACT - Advance Counter Terrorism for Lebanon security	
CPV Code	30210000-4 Data Processing Machines (Hardware) 48000000-8 Software packages and information systems	
Batching	Yes	<input checked="" type="checkbox"/>
	No	<input type="checkbox"/>
Obligation to go to all the lots	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
Limit of lots to be tendered by each bidder	Yes:	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
Limit on the number of lots that can be awarded to each bidder	Yes:	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
Batch List	Denomination	CPV Code
	Lot 1: Digital Forensic IT Hardware	30210000-4 Data Processing Machines (Hardware)
	Lot 2: Digital Forensic Hardware Tools	30210000-4 Data Processing Machines (Hardware)
	Lot 3: Digital Forensic Software Tools & Training	48000000-8 Software packages and information systems

3. DESCRIPTION, PROCEDURE AND FORM OF CONTRACTING

Description	Mixed: Supply (main) and Service (accessory)
Procedure	Restricted
Processing	Ordinary
Assessment criteria	Various criteria: objective and subjective

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4. DURATION

Initial Term	From the formalization
Initial Duration	10 months, if this period is not possible until 28/11/2024
Extensions	The duration of the contract is motivated by the very nature of the contract and its purpose, and the stability and continuity of the service for the required time is necessary in order to meet the needs to be satisfied.
Duration of each extension	Do not apply because it is not foreseen proroga.
Total duration	10 months, if this period is not possible until 28/11/2024
Partial terms	No

5. TENDER BUDGET

BTB (excluding applicable taxes)	€414,184.00	
BTB (including applicable taxes)	€501,162.00	
Price determination system	Lump sum, to all or part of the services of the contract. It is understood that this budget includes all the services described in the Specifications and additional services offered, as well as direct and indirect expenses and industrial profit	
Partial Prices	Yes:	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
Price Review	Yes, in accordance with Art. 103 LCSP	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>
Estimated maximum budget for continuing performance based on needs	The estimated amounts of the Contract do not constitute an assignment commitment on the part of the Entity, representing only an indicative reference and no obligation for the Entity may be derived from this reference, since the provision of actions subject to the contract will be subordinated solely to its needs.	
	Consequently, the price is subordinated to the needs of the Entity during the duration of the contract	
	The final price of the contract will be the result of adding up the different actions during the term of the contract, which in no case may exceed the estimated value, but which may in any case not reach the initial budgets.	
	No	

6. CONTRACTUAL MODIFICATIONS

Comes	Yes	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>

7. ESTIMATED VALUE

Estimated Value	€414,184.00
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Lot	Estimated Value
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Lot 1: Digital Forensic IT Hardware	€236,597 (excl. VAT)
Lot 2: Digital Forensic Hardware Tools	€73,995 (excl. VAT)
Lot 3: Digital Forensic Software Tools & Training	€103.592 (excl. VAT)

8. PRESENTATION OF PROPOSALS

Minimum Term	Initial Application	30 calendar days
	Offer of selected candidates	25 calendar days
	The deadline for submission of proposals will be until the day and times indicated in the Contract Notice, without prejudice to its subsequent extension, once the file has been published, if there are no tenderers submitted. Proposals will be submitted electronically in the envelopes available at PLACSP	

PHASE 1: SELECTION OF CANDIDATES

Envelope	Documentation
Envelope 1: Administrative documentation	<ul style="list-style-type: none"> • DEUC Or Annex III • ANNEX I: PROPOSAL ON SELECTION CRITERIA • TECHNICAL DATA SHEETS FOR THE PURPOSE OF VERIFYING COMPLIANCE WITH THE SUPPLIES SUBJECT TO THE CONTRACT IN ACCORDANCE WITH ANNEXES 6 AND 7 OF THE PPT. FAILURE TO COMPLY LEADS TO EXCLUSION. • Deed deposited and registered in the Mercantile Registry • Power Writing • Attorney-in-fact ID • Positive certification issued by the Tax Administration, accrediting that you are up to date with your tax obligations • Certification issued by the Social Security Treasury, accrediting that you are up to date with your obligations to the Social Security • Supporting documentation of the SELECTION CRITERIA: CLASSIFICATION, SOLVENCY AND OTHER QUALIFICATIONS

PHASE 2. ONCE CANDIDATES HAVE BEEN SELECTED ON THE BASIS OF CREDITWORTHINESS

Envelope	Documentation
Envelope 2: Offer measurable evaluation criteria through value judgement	<p>In accordance with section 12.1 of the SPC, a single report must be submitted with two sections:</p> <p>One is related to the Implementation Plan with a maximum limit of 50 pages and another section related to the knowledge and transfer training program of a maximum of 30 pages, however, taking into account the rest of the requirements and limits provided for in the corresponding section.</p> <p>This document has the character of both for the verification of the minimum requirements of the Technical Specifications, and for the assessment of the quantifiable criteria by means of value judgments, so that their non-presentation or incorrect presentation implies exclusion</p>
Envelope 3:	<ul style="list-style-type: none"> • ANNEX II

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Offers quantifiable endpoints through the use of mathematical formulas	
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9. SAMPLES

Comes	Yes. The successful bidder shall submit the samples Before Adjudication	<input type="checkbox"/>
	No	<input checked="" type="checkbox"/>

10. SELECTION CRITERIA: CLASSIFICATION, SOLVENCY AND OTHER QUALIFICATIONS

If the number of tenderers submitted that meet all the minimum solvency requirements exceeds 5, the 5 with the best solvency will be selected to proceed to the next stage and submit bids according to the following formulas and weightings:

Economic and financial solvency: Annual turnover	Minimum requirement	It will be accredited by the annual turnover of the tenderer, referring to the best financial year within the last 3 available, for an amount equal to or greater than 70 % of average annual estimated contract value	
	Form of accreditation	Individuals	ANNEX III: DECLARATION OF RESPONSIBILITY , which responsibly declares the annual turnover.
		Legal Entities	Annual accounts approved and deposited in the corresponding registry.

Technical or professional solvency: Contracts of a similar nature	Minimum requirement	At least 3 contracts within the last three years, of the same or similar material nature to those of the object of the contract (Digital Forensic Solutions depending on the lot) that involves the 70% of the estimated value of the contract	
	Form of accreditation	Invoices, contracts or certificates of good performance of contracts for the required amount	

Professional Qualification	No
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11. MEDIA ASSIGNMENT

Personal Media	Requirement	Common for all three lots: The proposed successful bidder, whether it is successful bidder for one, two or all three lots, must assign at least one (1) person or group of professionals, who meet the following characteristics:
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		<ul style="list-style-type: none"> Academic qualification in cybersecurity, computer engineering or telecommunications engineering At least 3 years of experience in providing technical solutions to end customers, or in digital forensics and cybersecurity projects At least 1 recognized certification in digital forensics or cybersecurity
	Form of accreditation	Prior to the award, the successful bidder must submit CVs, qualifications, certifications, and a list of clients.

Material resources	Requirement	No need
	Form of accreditation	No accreditation is required prior to the award

12. CRITERIA FOR AWARDING TENDERS

12.1. QUANTIFIABLE BY MEANS OF A VALUE JUDGEMENT

Same criteria for the 3 lots:

CS1: Suitability of the supply implementation plan (forensic equipment and solutions)	Description	In accordance with the weighting parameters , the implementation plan of the forensic equipment and solutions will be assessed.
	Documentation to be provided	<p>Contribute to the : Envelope 2 (open procedure) Technical report.</p> <p>The document provided for each of lots 1, 2 and 3 must not exceed pages in length, A4 and Arial or Times New Roman font size 10 or 11, single spacing. If exceeded, the remaining pages will not be considered. 50</p> <p>Annexes 3 (Assistance and Maintenance Requirements), 4 (Supply Provision Project Management Requirements) and 5 (Acceptance Plans) of the PPT provide indications of the aspects to be included in the draft supply implementation plan: expected tasks, resources needed in the implementation of the project, risks in implementation, potential mitigation measures. etc. This plan must be updated by the successful bidder and approved at the beginning of the implementation phase.</p> <p>Any data regarding the quantifiable evaluation criteria by means of formulas in the following Envelope should not be provided, directly or indirectly. Doing so implies automatic exclusion</p>

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		with no possible remedy. This applies even when the documentation is advanced on pages later than the maximum allowed.
	Maximum Score	20
	Justification	The technical report will allow an analysis of the solidity and quality in the implementation of the proposed equipment and solutions.

CS2: Suitability of the knowledge training program and its transfer	Description	<p>In accordance with the weighting parameters, in order to assess the relevance of the training programme and its transfer, the general aspects described in Annex 2 (general requirements of the training programmes), and which refer to Lots 1, 2 and 3, covering aspects such as the objectives of the training modules, their duration, etc. Place of execution (online or face-to-face training), qualifications/experience required for participants.</p> <p>In addition, for Lot 3, the specific training programs of "Forensic Investigation Software for Smartphones" and "Computer Forensic Investigation Software" will be available.</p> <p>The document provided, covering the general and specific aspects of the training covered in lots 1, 2 and 3, as mentioned, must not exceed pages in length, A4 and Arial or Times New Roman font size 10 or 11, single spacing. If exceeded, the remaining pages will not be considered 3 0</p> <p>Specifically, the following will be assessed:</p> <ul style="list-style-type: none"> - Relevance of the training program in terms of its detailed content and training focused on the execution of tasks, with up to 5 points - methodology, especially valuing the duration and face-to-face nature of the training and a complement of online training, with up to 10 points - additional qualifications of pedagogical experts, facilitation of training sessions, up to 5 points
	Documentation to be provided	Same document for CS1 and CS2. Taking into account the indications established in this criterion regarding the limitations of font type, size and number of pages provided for this criterion of maximum 30.
	Maximum Score	20
	Justification	The technical report will allow an analysis of the solidity and quality of the training program, in all its elements, and its proper implementation.

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Weighting Parameters	Top score	Description
Very good	75%-100%	CS1: When a complete and detailed approach is made to the characteristics of the solutions, their performance, their technical approach and their implementation plan. When adequate, precise, real-reality, feasible, coherent, justified, well-defined and, where appropriate, innovative action measures are proposed. That the hardware and software implementation plan is properly conceived, with special consideration of the risks in implementation and their mitigation. CS2: When a concrete and detailed approach is made to the characteristics of the training, the relevance of the training program and its transfer, the methodology, facilitators and participants. When adequate, precise, real-reality, feasible, coherent, justified, well-defined and, where appropriate, innovative training interventions are proposed. That the implementation plan of the training activities contemplates the risks in the implementation and potential mitigation measures.
Regular	50%-74,99%	For CS1 and CS2: When the proposal in relation to the element to be assessed is detailed, but without a proposal for precise or innovative actions. That the implementation plans are correct, but, for example, present a minimum identification of risks.
Bad boy	0%-44,99%	For CS1 and CS2: When the proposal is incomplete or does not have sufficient information or documentation related to the element to be assessed, or contains contradictory data, or does not adapt to the needs of the service, or the means to be used do not fit the characteristics of each service or present little coherence or do not allow the solution to be clearly known, or, if applicable, it is non-existent. Implementation plans are insufficiently developed, e.g. without any mention of risks in implementation.

12.2. QUANTIFIABLE AUTOMATICALLY OR BY FORMULA

CO1: Total price	Description	<p>The bid will be given a higher score than validly issued bids. Lowest figure</p> <p>The calculation of the rest of the scores will be made in accordance with the following formula and rounded in accordance with the criteria set out in the model specifications.</p> <p>If the bid figure matches the PBL/maximum budget, the score will be 0</p>
	Formula	<p>Rating = $P \cdot A/B$</p> <p>Where:</p>

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		<ul style="list-style-type: none"> P: Maximum score for this criterion To: Lowest Bid B: Offer to evaluate
	Documentation to be provided	Annex II SPC
	Maximum Score	30
	Justification	Efficiency in the use of public resources derived from the price reduction offered by bidders, assigning proportional points to their compared reductions

CO2: Extension of the technical warranty	Description	All supplies must have the specified guarantee (Annexes 1 and 3 of the PPT), without prejudice to the fact that their extension above the indicated minimum is considered as an award criterion. To obtain the score, it is necessary that the guarantee offered as an improvement applies to all items.	
	Formula	<i>Offer</i>	<i>Points</i>
		1 year additional warranty on all products	5
		2 years additional warranty on all products	10
		3 or more years additional warranty on all products	15
		No offer	0
	Documentation to be provided	Annex II CCP.	
	Maximum Score	15	
	Justification	By requiring a technical warranty extension, the entity seeks to ensure that the contracted goods are backed by an additional warranty period. This provides greater security and confidence to both the entity and the end users, as the repair or replacement of the products is guaranteed in the event of defects or technical problems for an extended period. By considering this criterion, the entity can select the offer that offers greater protection and reliability in the performance of the products or services to be purchased.	

CO3: Reduced lead time	Description	The reduction of the delivery time of supplies, equipment (hardware) and software will be assessed, over the maximum of 120 days provided for in the PPT	
	Formula	<i>Offer</i>	<i>Points</i>
		Reduction of 15 calendar days	5
		Reduction of 30 calendar days	10
		Reduction of 45 calendar days	15
		No Offer	0
	Documentation to be provided	Annex II SPC	
	Maximum Score	15	

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	Justification	The reduction of the delivery time seeks to ensure efficiency in the execution of the contract. By shortening the delivery time, the procurement or project execution process is streamlined, which can be critical in cases of urgency or critical needs, allowing goods or services to be available for use or enjoyment more quickly.
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13. ABNORMAL OR DISPROPORTIONATE CASUALTIES

Calculation	<p>The calculation of the deregistration will be carried out exclusively on the basis of objective criteria.</p> <p>The following two requirements must be met cumulatively:</p> <ul style="list-style-type: none"> Economic offer: Based on the following calculations: <ul style="list-style-type: none"> When, in the presence of a single bidder, it is less than the base tender budget by more than 25 percentage units. When there are two bidders, the one that is more than 20 percentage units lower than the other bid. Where there are three bidders, those that are more than 10 percentage units lower than the arithmetic average of the tenders submitted. However, the highest bid will be excluded from the calculation of this average if it is more than 10 percentage units higher than that average. When there are four or more bidders, those that are more than 10 percentage units lower than the arithmetic average of the tenders submitted. However, if there are offers that are higher than this average by more than 10 percentage units, a new average will be calculated only with the offers that are not in the indicated case. In any case, if the number of the remaining bids is less than three, the new average will be calculated on the three lowest bids. The score obtained for all other objective criteria other than price is 85% higher
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14. ASSISTING BODY

Comes	Yes. The persons or positions listed herein may be substituted
Composition	<ul style="list-style-type: none"> President: María Luz González Pastor Legal Member: Beatriz González de Castejón Economic Member: Gemma Cosido <ul style="list-style-type: none"> Substitution: Beatriz Lara Technical member 1: Begoña Lorente <ul style="list-style-type: none"> Substitution: Pepa Rubio Technical Vocals 2: Olga Fimia <ul style="list-style-type: none"> Substitution: Pablo Pérez Secretariat: Sonsoles de Toledo <p>Substitutions:</p> <ul style="list-style-type: none"> In the event of the unavailability of the technical or economic members, they will be replaced by the persons indicated in their respective position

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	<ul style="list-style-type: none"> In the event of the unavailability of the Chair, the legal spokesperson or the Secretariat, they shall be replaced, in order, by the following persons, provided that the substitute does not already hold another position in this Bureau: <ul style="list-style-type: none"> Beatriz García Beltrán Geisy Peña Turbí <p>Additionally, the contracting table will be made up of two local independent experts from the ACT Lebanon Project (Expert 1: Facilitator of the ACT Project and National Coordinator of the Cybersecurity Area, and Expert 2: International Expert responsible for the Cybersecurity Area of the ACT Project), who will provide technical support to the contracting table.</p>
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15. GUARANTEES

Technique – L1	Purpose of the warranty	All supplies covered by the contract	
	Term	Without prejudice to the duration of the contract, the contractor shall be liable for the performance of the contract and for the obligations inherent in the guarantee by the timeframe listed below for each product.	
		NAS – Configuration A	5 years
		NAS – Configuration B	3 years
		NAS – Configuration C	3 years
		Tape storage	3 years
		Forensic Workstations – Configuration A	3 years
		Forensic Workstations – Configuration B	3 years
		Forensic Workstations – Configuration C	3 years
		Forensic Workstations – Configuration D	3 years
		Forensic Laptop – Configuration A	3 years
		Forensic Laptop – Configuration B	3 years

Technique – L2	Purpose of the warranty	All supplies covered by the contract	
	Term	Without prejudice to the duration of the contract, the contractor shall be liable for the performance of the contract and for the obligations inherent in the guarantee by the timeframe listed below for each product]	
		Data Recovery Tools – PCI express for workstation	3 years
		Data Recovery Tools – Portable data recovery system for SATA HDD/SDD	3 years
		Data Recovery Tools – Mobile data recovery systems	3 years
		Data Recovery Tools – Portable Write blockers for data recovery	3 years
		Data Recovery Tools – Portable PCIe HDD Duplicator	3 years
		Chip Tools – Cold Chip Off Station	3 years

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		Chip Tools – Desoldering Station	3 years
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Technique – L3	Purpose of the warranty	All supplies covered by the contract	
	Term	Without prejudice to the duration of the contract, the contractor shall be liable for the performance of the contract and for the obligations inherent in the guarantee by the timeframe listed below for each product .	
		Data Recovery Software Tool	1 year
		Smartphone Forensic Software	3 years
		Training on Smartphone Forensic Software	N/A
		Computer Forensic Software	3 years (first source) 1 year (second source)
		Training on Computer Forensic Software	N/A
		Computer Password Recovery Kit	1 year

16. SPECIFIC REQUIREMENTS AND CONDITIONS AWARDED

Environmental	Recycling of products and the use of reusable packaging
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17. PRE-AWARD DOCUMENTATION

Term	If the successful bidder has not previously provided it, the proposed successful bidder must submit the following documentation within a period of working days from the day following the day in which the request was sent TEN (10)
Documentation to be submitted	<ol style="list-style-type: none"> 1. ANNEX III: DECLARATION OF RESPONSIBILITY , if you have not previously provided it 2. Documentation accrediting the requirements of MEDIA ASSIGNMENT 3. Supporting documentation of the 4. QUANTIFIABLE AUTOMATICALLY OR BY FORMULA Offered 5. Documentation accrediting the creation of the guarantees (Annexes III, IV and V)

18. EXECUTION

Place of execution	Beirut, Lebanon
Term	In accordance with the PPT, unless a reduction of time is offered in accordance with the criteria
Conditions	Customs clearance (formalities, amount) to which supplies are subject is the sole responsibility of the contractor.

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19. PAYMENT SYSTEM

Payment system	The following payment milestones: <ul style="list-style-type: none"> First payment: after delivery of supplies and installation of the same 60% Second payment: the remaining amount will be paid after the installation and associated training, as well as the rest of the services provided for in the PPT
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20. SPECIFIC PENALTIES

Delay in provision	For each week of delay in the expected delivery deadline, or the one offered by the bidder in accordance with the award criteria, a penalty of 2% of the price. Defective material must also be replaced.
Faulty execution	For each material delivered that contains defects, a penalty of 2% of the price is established. Defective material must also be replaced.

21. SPECIFIC GROUNDS FOR TERMINATION FOR THIS CONTRACT

Specific causes	Those provided for in the Model Specifications
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22. WORK OBLIGATIONS

Subrogation	Not applicable
Applicable collective bargaining agreement	Not applicable

23. DATA PROCESSING AND TRANSFER

Processing of personal data	Yes: Execution requires the processing of personal data by the contractor on behalf of the controller	<input checked="" type="checkbox"/>
	No	<input type="checkbox"/>
Transfer of data to third parties	Yes: Execution requires the transfer of personal data to the contractor on behalf of the controller	<input checked="" type="checkbox"/>
	No	<input type="checkbox"/>
Stakeholders	Lebanese Law Enforcement Agencies (LEAS): Lebanese Armed Forces, Internal Security Forces, General Security Forces and State Security Forces	
Data Protection Officer		
Type of data	Name and surname of staff on staff and/or linked to external entities that collaborate with the Entity, as well as identification number and email addresses and telephone number.	
Treatment	Collection, recording, structuring, modification, storage, consultation, deletion, duplication, copying.	

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ANNEX I: PROPOSAL ON SELECTION CRITERIA

Economic and financial solvency: Annual turnover	I have sufficient documents to prove a net turnover of € in any of the last 3 financial years <input checked="" type="checkbox"/>
Technical or professional solvency: Contracts of a similar nature	I have sufficient documents to prove that I have satisfactorily completed contracts for a cumulative amount of € in the last 3 years <input checked="" type="checkbox"/>

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ANNEX II: PROPOSAL ASSESSABLE BY OBJECTIVE CRITERIA

Out of 3

Name		
Surnames		
DNI the equivalent		
Representation	In your own name	<input type="checkbox"/>
	On behalf of the following Entity: [●]	<input type="checkbox"/>
Company name		
NIF		
Registered office		
Telephone		
Email		

DECLARES:

- a) That being aware of the conditions and requirements that are required for the awarding of the contract, it is obliged to perform the service in which it consists in strict subjection to the aforementioned requirements and conditions, for the following prices and award criteria: Mixed batch contract for the supply, on a procurement basis, of hardware equipment for forensic solutions, and installation, configuration and training services, within the framework of the project "ACT - Advance Counter Terrorism for Lebanon security.

Lot 1: Digital Forensic IT Hardware

Criterion 1: Price

Offered price (excl. VAT)	€
VAT	€
Offered price (incl. VAT)	€

Criterion 2: Extension of the technical guarantee

Check an option	
<input type="checkbox"/>	1 year additional warranty on all products
<input type="checkbox"/>	2 years additional warranty on all products
<input type="checkbox"/>	3 or more years additional warranty on all products
<input type="checkbox"/>	No Offer

Criterion 3: Reduced lead time

Check an option	
<input type="checkbox"/>	Reduction of 15 calendar days
<input type="checkbox"/>	Reduction of 30 calendar days
<input type="checkbox"/>	Reduction of 45 calendar days
<input type="checkbox"/>	No Offer

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Lot 2: Digital Forensic Hardware Tools

Criterion 1: Price

Offered price (excl. VAT)	€
VAT	€
Offered price (incl. VAT)	€

Criterion 2: Extension of the technical guarantee

Check an option	
<input type="checkbox"/>	1 year additional warranty on all products
<input type="checkbox"/>	2 years additional warranty on all products
<input type="checkbox"/>	3 or more years additional warranty on all products
<input type="checkbox"/>	No Offer

Criterion 3: Reduced lead time

Check an option	
<input type="checkbox"/>	Reduction of 15 calendar days
<input type="checkbox"/>	Reduction of 30 calendar days
<input type="checkbox"/>	Reduction of 45 calendar days
<input type="checkbox"/>	No Offer

Lot 3: Digital Forensic Software Tools & Training

Criterion 1: Price

Offered price (excl. VAT)	€
VAT	€
Offered price (incl. VAT)	€

Criterion 2: Extension of the technical guarantee

Check an option	
<input type="checkbox"/>	1 year additional warranty on all products
<input type="checkbox"/>	2 years additional warranty on all products
<input type="checkbox"/>	3 or more years additional warranty on all products
<input type="checkbox"/>	No Offer

Criterion 3: Reduced lead time

Check an option	
<input type="checkbox"/>	Reduction of 15 calendar days
<input type="checkbox"/>	Reduction of 30 calendar days
<input type="checkbox"/>	Reduction of 45 calendar days
<input type="checkbox"/>	No Offer

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- b) For the preparation of this offer, the obligations derived from the current provisions on employment protection, gender equality, working conditions, prevention of occupational risks and social and labour integration of people with disabilities, and the obligation to hire a specific number or percentage of people with disabilities have been taken into account.

Date, signature and ID of the bidder (and company seal, if applicable)

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ANNEX III: DECLARATION OF RESPONSIBILITY

Name		
Surnames		
DNI the equivalent		
Representation	In your own name	<input type="checkbox"/>
	On behalf of the following Entity	<input type="checkbox"/>
Company name		
NIF		
Registered office		
Telephone		
Email		

I DECLARE UNDER MY RESPONSIBILITY:

1. Legality:

- That, both as a bidder and in the event of being awarded the contract, I submit to all the contractual documents of this tender, and specifically to the Specific Administrative Specifications, the Table of Particular Characteristics and the Technical Specifications, without any qualification or reservation.
- That the company it represents is subject to the laws, jurisdiction and Spanish courts and tribunals of any kind, specifically to the courts and tribunals of the judicial district of the headquarters of the contracting authority, for all incidents that may arise directly or indirectly from the contract, with waiver, where appropriate, to the foreign jurisdiction that may correspond to them.

2. Capacity and representation:

- That the company is validly constituted and that, in accordance with its corporate purpose, it can be submitted to the tender.
- That the bidder is not prohibited from contracting by itself or by extension as a result of the application of article 71.3 of the LCSP.
- That as a signatory of the declaration, he/she holds the due capacity (in the case of a natural person bidder) or representation of the company that submits the proposal (in the case of a legal person bidder)

3. Confidentiality.

- ☐ That the offer submitted does NOT contain confidential data.
- ☐ That the offer submitted DOES contain data or documents of a confidential nature, in accordance with the detail that, in a clear and precise manner, is indicated below:

Document	Pages	Justification

4. Disability Obligations (Check an Option):

- ☐ That the company I represent is NOT obliged to have 2% of workers with disabilities or to adopt the corresponding alternative measures, because it does not employ a number of 50 or more workers.
- ☐ That the company I represent IS obliged to have 2% of workers with disabilities or to adopt the corresponding alternative measures, for employing a number of 50 or more workers.

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5. Equality Obligations (Check an option):

- ☐ That the company I represent is NOT obliged to have an equality plan because it is not in any of the cases provided for in the new Twelfth Transitory Provision of Organic Law 3/2007, of 22 March, for the equality of women and men, in the wording given by Royal Decree Law 6/2019, of 1 March on urgent measures to guarantee equal treatment and opportunities for women and men in employment and occupation.
- ☐ That the company I represent is OBLIGED to have an equality plan, as it is in one of the cases provided for in the new Twelfth Transitory Provision of Organic Law 3/2007, of 22 March, for the equality of women and men, in the wording given by Royal Decree Law 6/2019, of 1 March on urgent measures to guarantee equal treatment and opportunities for women and men in employment and occupation. Contribute

6. Job Obligations

- That it declares that it complies with all the labor obligations imposed by current legislation.
- That he/she undertakes to provide documentary proof (payment of salaries, etc.) when required by the contracting authority

7. Anti-corruption obligations:

- That it is in the interest of the bidder to support the action of the Entity to strengthen transparency in the contracting processes, and the responsibility for their non-compliance.
- That, being interested in bidding in the aforementioned procurement file, it is willing to provide the information that is necessary to provide transparency to the process.
- That it has not and will not offer money or any other gift in order that:
 - Personnel of the Entity with competence in relation to a tender or contract do or fail to do anything related to their functions
 - Or to assert the influence of their position over another employee of the Entity with the competence described, so that they do or refrain from doing something related to their duties.
- That no person related to this bidder has made or will assert his or her relationship or influence over personnel of the Entity with the competence described, in order for them to do or not to do anything related to their functions.
- I further declare and warrant in relation to any contract entered into with the Entity:
 - That you have not directly or indirectly delivered, and will not give, any gift or commission to any employee or representative of the Entity.
 - That directly or indirectly it has not agreed, nor will it agree, to pay any commission to any employee or representative of the Entity.
- That I expressly accept that if this bidder, or those acting in its name and representation, violates the provisions of this agreement, the Entity may terminate all contracts signed with the successful bidder or bidder and the companies of its group and claim any economic damages that such resolution causes.
- That this bidder formally undertakes not to enter into agreements, or to carry out acts or conduct that have the purpose of agreeing prices with other bidders for the purpose of violating free competition.
- That this bidder assumes the consequences provided for in the specifications of particular administrative clauses, if the non-compliance with the anti-corruption commitments is verified. By virtue of the foregoing, and as a manifestation of acceptance of the unilateral commitments incorporated in this document, the same is signed

8. Subcontracting: That the company I represent

- ☐ It does NOT intend to subcontract any part of the contract to third parties.

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- ☐ SI plans to subcontract the following parts of the contract to the following subcontractors:
 - [Part of the contract]with the subcontractor, domiciled at (C.P.), street nº piso telephone and NIF
.....
.....;
 - That it shall notify the contracting authority of any change to this information during the performance of the main contract, and all necessary information on the new subcontractors.

9. Company groups. That, under the terms of Article 42.1 of the Commercial Code, the parent company and the subsidiaries participating in this tender are the following:

Dominant company:	(attends/does not attend)
Subsidiaries participating in the tender:	(if it is not filled in, it is understood that it does not apply)

10. Subjective conditions of the bidder (Check what is applicable):

- ☐ That the company it represents is an SME
- ☐ That the tenderer is not a national of a Member State of the European Union or a signatory to the Agreement on the European Economic Area, in which case he/she will provide, if the successful bidder is proposed, the following documentation:
 - Report issued by the Permanent Diplomatic Mission or Consular Office of Spain in the place of domicile of the company, stating, after accreditation by the company, that they are registered in the local professional, commercial or similar Registry or, failing that, that they habitually act in local traffic within the scope of the activities to which the object of the Contract extends.
 - Reciprocity report referred to in article 68 of the LCSP.

11. Company Groups

- ☐ The company you represent does NOT belong to any group of companies.
- ☐ The company that SI represents belongs to the group of companies called: . In this case, in this call for tenders:
.....
 - ☐ Other companies that are in any of the cases of article 42.1 of the Commercial Code do NOT concur.
 - ☐ If the following companies that are in any of the cases of article 42.1 of the Commercial Code concur:

12. Temporary Joint Ventures (UTE)

- ☐ NO concur in UTE.
- ☐ If it participates in a joint venture, with the following entity(ies): , for which purpose both representatives of the constituent companies of the joint venture:
.....
 - They express their willingness to set up a temporary joint venture (UTE) and undertake, in the event of being awarded the contract subject to tender, to formalise the constitution of said joint venture in a public deed
 - The participation that each company will hold in the Temporary Union of Companies will be as follows:

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- Company 1:
 - Denomination:
 - % Participation:
- Company 2:
 - Denomination:
 - % Participation:
- The sole representative of the joint venture is appointed
 (In the event that a legal person is appointed as the representative of the union, a representative who is a natural person with sufficient powers to act for the union must also be appointed.

13. Creditworthiness (Check an option):

- ☐ That the bidder has the corresponding classification, if applicable, or that it meets the requirements of economic, financial and technical or professional solvency required, under the conditions established by this SPC.
- ☐ That in order to prove the solvency necessary to enter into the contract, the company it represents
 - ☐ It will NOT be based on the solvency and means of other entities.
 - ☐ **SI** will be based on the solvency and means of the following Entity: To this end, the representatives of both entities declare: ,
 - That the solvency or means made available by the entity is:
 - That throughout the execution of the contract they will effectively have the solvency or means described in this commitment
 - That the effective disposition of the solvency or means described is not subject to any condition or limitation.
 - That the company whose solvency is appealed to will prove solvency when required to the bidding company
- That my annual turnover for the period between and is as follows: [Click here or tap to enter a date.](#) [Click here or tap to enter a date.](#) €

14. Lots. Preference in awarding:

- That in relation to the present tender, in the event that it is classified in first place in several lots, the following order of preference is indicated for the award of those to which it is eligible:

Order No.	Lot
1st	
2nd	
3rd	

15. Data Protection Obligations:

- That processes have been developed to ensure full compliance with the data protection legislation, consisting of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), as well as by the current Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).
- That the corresponding processing activities carried out have been identified, taking in detail, the appropriate measures in terms of the legal basis of processing, purpose and conservation of the personal data subject to processing.
- That the personal data processing operations carried out by this party are subject to strict security conditions, which ensure the absolute respect and maintenance of the

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- confidentiality, integrity and availability of the same, complying in all cases, with the requirements established by the current regulations on Personal Data Protection.
- That personal data for which this Entity is responsible will be incorporated into its computer systems:
 - ☐ Yes
 - ☐ No
 - That the bidder has a Data Protection Officer:
 - ☐ Yes: _____ (include your details)
 - ☐ No
 - That the bidder has implemented a system for complying with data protection regulations:
 - ☐ Yes
 - ☐ No
 - That the bidder has a certificate accrediting the security of its information system
 - ☐ Yes: (indicate) _____
 - ☐ No
 - That the information systems are located in the following location: (repeat as many times as there are servers) _____
 - That the following services will be subcontracted in relation to data processing: (repeat as many times as there are servers) _____
 - I declare this, undertaking to present the justification accrediting such requirements when required to do so by the contracting authority, indicating that the company has all these requirements at the time of submission of this declaration of responsibility.
 - In the event that the services associated with the servers (collection, storage, processing and management of data) are provided by the company's own personnel, indicate the location from where the support or assistance is provided (repeat as many times as there are servers):
 - Country: _____
 - Locality: _____
 - In the event that the hosting services of the servers are contracted to a third party, indicate (repeat as many times as there are servers):
 - Name _____ of _____ the _____ supplier _____ company: _____

Date, signature and ID of the declarant

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ANEXO IV: MODELO DE AVAL

(Alternative to Annexes IV and V. The successful bidder is only required if a financial guarantee is applied)

Name		
Surnames		
DNI the equivalent		
Representation	In your own name	<input type="checkbox"/>
	On behalf of the following Entity, with sufficient powers to bind you hereto, as is clear from the list of powers outlined at the bottom of this document.	<input type="checkbox"/>
Company name		
NIF		
Registered office		

ENDORSE

A with NIF by virtue of the provisions of article 108 of Law 9/2017, of 8 November, on Public Sector Contracts, with the requirements established in articles 55 et seq. of Royal Decree 1098/2001, of 12 October, to respond as a definitive guarantee of compliance with the guarantee, in the amount of EUROS (€). Mixed batch contract for the supply, on a procurement basis, of hardware equipment for forensic solutions, and installation, configuration and training services, within the framework of the project "ACT - Advance Counter Terrorism for Lebanon security .

The guarantor declares, under its own responsibility, that it complies with the requirements set forth in article 56.2 of the General Regulations of the Law on Public Administration Contracts.

This endorsement is granted:

- jointly and severally with respect to the principal
- with express waiver of the benefit of exemption, order and division
- with a commitment to pay at the first request of the Entity
- and subject to the terms provided for in the legislation on contracts of the Public Administrations, in its implementing regulations and in the regulations governing the General Deposit Fund.

This guarantee will be in force until the guarantor, or whoever on his behalf is legally authorized to do so, authorizes its cancellation or return in accordance with the provisions of the Law on Public Administration Contracts and complementary legislation

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ANNEX V: MODEL SURETY INSURANCE CERTIFICATE

(Alternative to Annexes III and VI. The successful bidder is only required in the case of applying a financial guarantee)

Certificate Number:

....., with NIF , in the name and representation of , with NIF (hereinafter, "INSURER") and domicile for the purposes of notifications and requirements in , with sufficient powers to bind you in this act, as it results from the list of powers outlined at the bottom of this document

ENSURES

A with NIF (hereinafter, "INSURED" or "POLICYHOLDER"), as policyholder, before , with NIF (hereinafter, "BENEFICIARY"), up to the amount of EUROS (€) under the terms and conditions established in Law 9/2017, of 8 November, on Public Sector Contracts, implementing regulations and specifications of particular administrative clauses governing the procedure for the concept of definitive guarantee to respond to obligations, penalties and other expenses that may arise in accordance with the rules and other administrative conditions mentioned against the insured.

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The insured declares, under his/her responsibility, that he/she complies with the requirements set out in article 57.1 of the General Regulations of the Law on Public Administration Contracts.

Failure to pay the premium, whether single, first or subsequent, shall not entitle the INSURER to terminate the contract, nor shall the contract be terminated, nor shall the INSURER's coverage be suspended, nor shall the INSURER be released from its obligation, in the event that the BENEFICIARY must make the guarantee effective.

The INSURER may not raise against the BENEFICIARY any objections that may correspond to it against the POLICYHOLDER.

The INSURER undertakes to indemnify the BENEFICIARY at the first request of the latter, under the terms established in the Law on Public Administration Contracts and implementing regulations.

This surety bond insurance will be in force until the BENEFICIARY, or whoever on its behalf is legally authorized to do so, authorizes its cancellation or return, in accordance with the provisions of the Law on Public Administration Contracts and complementary legislation.