



SUMMARY TABLE

Title: Consultancy services for the implementation of the best practice “Reverse Diabetes 2 Now”	
1.	File: CT2023-03
2.	Publication in the Contractor's Profile: 16/01/2023
3.	Organ of hiring: FICYT address
4.	Regulations applicable: Law 9/2017 on Public Sector Contracts.
5.	Object: Subcontracting of the consultancy services of the owner of the best practice “Reverse Diabetes 2 Now” - to ensure good understanding of all methods, tools, and resources for the transfer and implementation of the best practice to other regions/countries, in the framework of the European project CARE4DIABETES
6.	Variants: NO
7.	Batching: NO
8.	Possibility of extension: YES. The subcontracting contract may be extended if the project CARE4DIABETES is extended. The duration of the extension could be the same than that for the project.
9.	Execution period: 36 months of service, 36 months. Unless an extension in the project CARE4DIABESTES is needed.
10.	Contact for more information: through the Public Sector Contracting Platform (PLACE)
11.	Estimated value of the contract: €291.680
12.	Form of payment: According to section 1.7 of the Specifications
13.	Solvency requirements: YES
15.	Procedure: Negotiated procedure without publication. Following the article 168.2 and the Second Additional Provision of the Law on Public Sector Contracts (Law 9/2017, 8 November).
16.	Guarantees: NO
17.	Penalties for defective compliance: according to section 4.3 of the Specifications
18.	Presentation of offers: 1.- Submission deadline: January 24, 2023 at 2:00 p.m. 2.- Place of presentation: FICYT, Cabo Noval St. 11, 1º C 33007 Oviedo (Spain) 3.- Documentation to be presented by the candidates: according to section 2.2 of the Specifications.
19.	Assessment criteria: according to the Specifications.



SPECIFIC ADMINISTRATIVE CLAUSES FOR CONSULTANCY SERVICES FOR THE IMPLEMENTATION OF THE BEST PRACTICE “Reverse Diabetes 2 Now”

1.- GENERAL ISSUES.

1.1. CONTRACTING ENTITY.

Fundación para el Fomento en Asturias de la Investigación Científica Aplicada y la Tecnología (FICYT), located at the street Cabo Noval 11, 1ºC, 33007 in Oviedo.

The profile of the contracting party, FICYT is located at the address: <http://www.ficyt.es/portaltransp/PerfilContratante.asp>

The contracting party is the Directorate of FICYT.

1.2.- OBJECT OF THE CONTRACT.

The object of the contract referred to in this document is the subcontracting of the consulting services for the implementation of the best practice “Reverse Diabetes 2 Now” - to ensure good understanding of all methods, tools, and resources for the transfer and implementation of the best practice to other regions/countries, in the framework of the European project CARE4DIABETES.

1.3.- APPLICABLE REGULATIONS.

This contract is governed by Law 9/2017, of November 8, on Public Sector Contracts and is of a private nature, in accordance with the provisions of Article 26 of said law, as it is entered into by an entity which, being a contracting authority, which belongs to the Public Administration of Asturias, is not a Public Administration.

1.4.- DOCUMENTATION THAT HAS A CONTRACTUAL NATURE.

This Specification of Particular Administrative Clauses, the Specifications of Technical Specifications and their respective annexes shall be of a contractual nature. Likewise, the offer of the winning company and the document in which the contract is formalized will have a contractual nature.

1.5.- TERM OF EXECUTION OF THE CONTRACT.

The contract will be valid for 36 months from the signing of the contract and may be extendable if the project CARE4DIABETES is extended, by mutual agreement between the parties.

1.6.- CONTRACT BUDGET.

The base tender budget for the different technical tasks is as follows:



Table 1: Tasks and budget

WP	Tasks	Budget - VAT included (€)
WP5	T5.1. In-depth analysis of the best practice	66.880,00
	T5.3. Coordination and development of the online portal/intervention system	7.000,00
WP6	T6.1. Adaptation of intervention materials	34.400,00
	T6.2. Training the trainers	133.000,00
	T6.3. Intensive care implementation, monitoring, and reporting (phase I)	33.600,00
WP7	T7.1. After-care activities' implementation	16.800,00
		291.680,00

1.7.- WAY TO PAY.

Payment will be made according to the schedule below:

Table 2: Reports and payments

Work Package	Tasks	Documentation for the justification of the activities carried out	Budget (€)	Payment date*
WP5	T5.1 In-depth analysis of the best practice	First report on management, internal coordination and communication with the consortium for set up and training	9.600,00	28-2-2023
		Second report on management, internal coordination and communication with the consortium for set up and training	9.600,00	31-5-2023
		Third report on management, internal coordination and communication with the consortium for set up and training	9.600,00	31-7-2023
		Report on Input given for in-depth analysis, travel to kick-off meeting and host visit in Amsterdam	38.080,00	28-2-2023
	T5.3 Coordination and development of the online portal / intervention system	Report on the development of online portal to be used for the training	7.000,00	28-2-2023
WP6	T6.1 Adaptation of intervention materials	Report on preparation of translation materials to English	14.400,00	30-4-2023
		Report on IT community English translation and setup for trainees	20.000,00	28-2-2023
	T6.2 Intensive training the trainers (3 times 3-months elapsed time 6-months)	First report on the online training days and preparation time for trainers, the online sessions plus preparation time for trainers, management and moderation of training community and e-modules, reflection with local teams and Q&A and preparation of participant materials for local translation.	45.000,00	31-5-2023
		Second report on the online training days and preparation time for trainers, the online sessions plus preparation time for trainers, management and moderation of training community and e-modules, reflection with local teams and Q&A and preparation of participant materials for local translation.	45.000,00	31-7-2023
		Third report on the online training days and preparation time for trainers, the online sessions plus preparation time for trainers, management and moderation of training community and e-modules, reflection with local teams and Q&A, preparation of participant materials for local translation and Certification.	43.000,00	31-10-2023
	T6.4 Pilot implementation support	First Report on the activities carried out for the coordination with consortium and coordination for expert support and advice given during intensive implementation	11.200,00	15-1-2024
		Second Report on the activities carried out for the coordination with consortium and coordination for expert support and advice given during intensive implementation	11.200,00	31-3-2024
		Third Report on the activities carried out for the coordination with consortium and coordination for expert support and advice given during intensive implementation	11.200,00	31-5-2024
WP7	T7.1 After-care activities implementation	First report on the advice given during implementation aftercare	5.600,00	30-6-2024
		Second report on the advice given during implementation aftercare	5.600,00	30-9-2024
		Third report on the advice given during implementation aftercare	5.600,00	31-3-2025



After signing the contract, no increase in the unit prices established in the offer will be accepted.

Before the payment, the bidder will have to deliver to FICYT:

- the corresponding invoice
- a report summarising the activities carried out according to Table 2.

The payment will be done in one month as maximum after the presentation of the documentation indicated in the previous paragraph.

1.8.- PUBLIC INFORMATION AND TRANSPARENCY OF PROCUREMENT.

As it is a negotiated procedure without publicity, the specifications will be published on the Public Sector Contracting Platform and companies will be invited to participate through a participation email.

The request for additional information on the Specifications and complementary documentation, as well as the responses to said requests, will be made through the Public Sector Contracting Platform (PLACE) or through the email ficyt@ficyt.es in case of problems.

The contract award will be published in the contractor's profile, accessible from the FICYT institutional website (<http://www.ficyt.es/portaltransp/PerfilContratante.asp>), as well as any other data and information regarding their contractual activity.

2.- BIDDING COMPANIES AND REQUIRED DOCUMENTATION.

2.1. CAPACITY AND SOLVENCY.

The company can participate in this contract if it has full capacity to act and is not subject to any of the prohibitions to contract established in article 71 of Law 9/2017, on Public Sector Contracts, and has business or professional authorization necessary to carry out the activities or benefits that constitute the object of the contract.

With regards to economic and financial and technical or professional solvency, the bidder must submit:

- Accreditation of your status as exclusive distributor of the methodology of the best practice “Reverse Diabetes 2 Now”.
- Annual business volume, the highest of the last 3 closed years, which must be, at least, greater than one and a half times the average annual value of the contract (in this case, €145,840).
- List of the main services or works carried out of similar nature as those that constitute the object of the contract in the course of, at most, the last three years, indicating the amount, the date and the recipient, public or private thereof.



2.2. PRESENTATION OF THE PROPOSAL.

The presentation of the offer presupposes the unconditional acceptance, by the interested company, of the content of these clauses and those of the Technical Specifications Sheet, without any exception.

2.2.1. Deadline and place of presentation

The offers, with the corresponding documentation, will be presented in the place and period indicated in the summary table of this tender.

2.2.2. Form of presentation of offers

The bidding company must submit two envelopes, with the following documentation:

Envelope 1: Administrative documentation

Responsible Declaration: the bidder declares that it meets the conditions required for contracting and specifically with those detailed in these Specifications, and that it has all the documentation that accredits it, committing to provide it at any time that the contracting party so requests (a model of responsible declaration is attached in Annex I of these Specifications).

Supporting documentation of its condition of exclusive distributor of the methodology of the best practice “Reverse Diabetes 2 Now”.

Annual business volume, the highest of the last 3 closed years, which must be, at least, greater than one and a half times the average annual value of the contract (in this case, €145,840)

List of main services or works carried out of the same or similar nature as those that constitute the object of the contract in the course of, at most, the last three years, in which the amount, date and recipient, public or private, are indicated.

Envelope 2: Quantifiable criteria using formulas

Economical offer: which will include the total price (an economic proposal model is attached in Annex II of this document).

2.3. OPENING OF PROPOSALS AND EXAMINATION OF DOCUMENTATION.

2.3.1. Award support body

The contracting party will be assisted by a support body, as a specialized technical assistance body for the evaluation of offers and the channeling of administrative documentation, made up of:

President: Director of FICYT

Secretary: Technical Coordinator of FICYT



2.3.2. Proposal opening and evaluation procedure

All the proposals received will be kept in custody without the possibility of accessing their contents under any circumstances until the contracting support body meets to carry out the corresponding actions. The procedure to be followed for the opening of the proposals is as follows:

1. Within a period not exceeding ten days from the closing date for the submission of tenders, the contracting support body shall open envelope 1 and evaluate the criteria quantifiable by formulas.

2. The support body will verify the existence and qualify the content of the responsible declaration, as well as the content of the documents not replaced by it. If defects or omissions that can be rectified in the documentation submitted are observed, the interested parties will be notified via the e-mail address provided in the tender, and a period of three days will be granted, from the sending of the notification to the interested party, for the bidders to correct or rectify them, under penalty of definitive exclusion of the bidder if the documentation is not rectified within the period granted.

3. In the same act, in the event that no time limit for correction is granted, or at the following session, the reading of the proposals admitted will be carried out, and the following will take place:

– After exclusion, if applicable, of the offers that do not meet the requirements of the specifications, the evaluation and classification of the offers will be carried out. The evaluation of the offers may be carried out with the collaboration of a Technical Unit that assists the support body. The award proposal will be made in favour of the candidate with the highest score.

– In the event that the offer of the bidder proposed as the successful bidder is presumed to be abnormally low in relation to the criterion of the amount, the procedure established below will be followed.

2.3.3. Disproportionality or abnormality

If the offer of the bidder who has received the highest score is presumed to be abnormal due to its low amount, the contracting support body will collect the necessary information so that the contracting party can be in a position to determine whether the offer is indeed abnormally low in relation to the provision and therefore must be rejected or if, on the contrary, the aforementioned offer is not abnormally low and, therefore, must be taken into consideration when awarding the contract. To do this, the bidder who has received the highest score will be asked to justify the evaluation of the offer and specify its conditions.

The bidder who has received the highest score will have a maximum period of 5 working days, starting from the sending of the corresponding communication, to present their justifications. If after this period they have not been received, the contracting support body will propose to the contracting party that the proposal cannot be fulfilled, and the company that has made the proposal will be excluded from the procedure. If, on the contrary, the above-mentioned justifications are received within the deadline, the support body will send the proposal to the contracting party so that it can decide whether or not to accept the offer.



Bids that fall under the circumstances described in Art. 85 of RD 1098/2001, of October 12, which approves the Regulations of the Public Sector Contracts Law, will be considered DISPROPORTIONATE OR ABNORMALLY LOW.

3.- AWARD.

3.1. AWARD PROCEDURE.

Negotiated procedure without publication.

The procedure followed comply with the following sections of the Law on Public Sector Contracts (Law 9/2017, 8 November) which states:

- Article 162,8, a), 2º: a Negotiated procedure without publication can be followed when there is no competition for technical reasons.
- First Additional Provision. Recruitment abroad. Point 5: Contracts formalised abroad which are to be executed in whole or in part in Spain and which are directly linked to the implementation of cooperation programmes or projects in the field of culture or research or development cooperation, may be awarded by negotiated procedure without advertising and subject to the conditions freely agreed by the Administration with the foreign contractor, when the latter's intervention is absolutely essential for the implementation of the project or programme, as required by the conditions of participation in the cooperation programmes or projects, and this is accredited in the file.

See more information in base 1 of the technical specifications.

3.2. AWARD.

Once the required documentation has been submitted, the support body will make the award proposal in favor of the candidate in case all the requirements of the contract are met. In relation to this bidder, the support body will verify in the Official Register of Bidders and Classified Companies of the Public Sector -if applicable- that the company is duly constituted, that the signatory has sufficient power to formulate the offer and that it is not engaged in No prohibition to hire.

The award will be motivated, will be published in the contracting profile of FICYT and the successful bidder will be notified. The notification will be made by any means that allows the recipient to record its receipt. In particular, it may be made by email to the address that the bidders have designated when submitting their proposals. The content of the award shall be the minimum necessary to guarantee the transparency of the process and the protection of confidential data of the successful bidder and the rest of the bidders.

Alternatively, FICYT may have the power to declare the tender void, when there is no offer or proposal that is admissible according to the criteria that appear in the Specifications.



3.3. FORMALIZATION OF THE CONTRACT.

The contracting party will require the successful bidder to formalize the contract, in the manner indicated, within a period not exceeding 5 business days following the notification of the award to the bidders.

4.- EXECUTION OF THE CONTRACT.

The contract will be executed under the direction of FICYT. The contractor must execute the object of the contract strictly subject to the clauses of this document and those of the technical specifications.

4.1. ASSIGNMENT AND SUBCONTRACTING.

The successful bidder may not subcontract or assign, in whole or in part, the services agreed upon in this contract, without prior express written authorization from FICYT.

4.2. RECEPTION OF THE CONTRACT.

FICYT will carry out a formal reception, determining whether the service provided by the contractor company complies with the requirements established for its execution and compliance, requiring, where appropriate, the performance of the contracted services and the correction of the defects observed. If the work carried out does not comply with the contracted service, as a result of faults or defects attributable to the contracting company, it may reject it, being exempt from the obligation of payment.

4.3. BREACHES AND PENALTIES.

The verification of the correct execution of the contracted service will be carried out by the person responsible for the contract, requiring, where appropriate, the performance of the contracted services and the correction of the defects observed at the time of reception. If the services provided do not comply with the agreed service as a result of faults or defects attributable to the contractor, FICYT may reject it, being exempt from the obligation to pay or having the right, where appropriate, to recover the price paid.

In the event of defective performance of the contract, the following financial penalties shall apply:

- First breach of the contract. It will entail the imposition of a penalty equivalent to 1% of the annual price of the contract.
- Second breach. It will entail the imposition of a penalty equivalent to 3% of the annual price of the contract.
- Third breach. It will entail the imposition of a penalty equivalent to 5% of the annual price of the contract.



4.4. CONFIDENTIALITY AND DATA PROTECTION.

The use or manipulation, direct or indirect, by the winning company, of the reports and data that are considered in deposit, provided, where appropriate, or made available to the company or to the personnel under its charge, by FICYT, for the better compliance with the purposes of the contract, must always be correct, adequate and reserved for the purpose for which said reports and data were provided.

In any case, the awarded company and the personnel in charge of carrying out the tasks that are the object of the contract, will keep professional secrecy regarding all the information, documents and matters to which they have access or knowledge during the term of the contract, committing to maintain strict confidentiality. about them and not to reveal or assign the data, not even for its conservation, or the documents provided by FICYT, or any partner or affiliated entity of the project CARE4DIABETES, or a copy of them, to third parties, without the express and written authorization of those entities, especially, of the data of a personal nature. This obligation will continue after the end of the contract.

In the event that the awarded company had to manage files with personal data, within the framework of the purpose of this contract, it will comply with current legislation on the protection of personal data, in accordance with the provisions of the General Data Protection Regulation (GDPR), Regulation 2018/1725, and other provisions issued in its development.

The awarded company will be responsible for any of the direct or indirect damages and losses suffered by FICYT, or any of the partners and affiliated entities of the project CARE4DIABETES, as a consequence of the aforementioned confidentiality obligation.



Annex I of the SPECIFICATION OF ADMINISTRATIVE CLAUSES

Responsible Declaration Model

Mr. / Mrs. _____ with ID Card number _____,
address at _____, in his own
name or as _____ (indicate the power of representation) on behalf of the company
_____, with VAT number _____

I DECLARE UNDER MY RESPONSIBILITY

That I have sufficient power of attorney to represent the
entity _____.

That the Memorandum of Association of the company I represent is registered in the
Companies Register of _____ Volume _____, page _____, page number
_____.

That the company I represent has adequate economic, financial and technical solvency
or, where appropriate, the corresponding classification.

That the company I represent has the necessary authorizations to carry out the activity
that is the object of the tender.

That neither the company that I represent, nor its administrators or representatives are
involved in the prohibitions to contract provided for in article 71 of Law 9/2017, on Public
Sector Contracts.

That the company I represent is up to date with its tax obligations with the Administration
of the country of the entity.

That I authorize the Contracting Party to notify me, where appropriate, of the
corresponding award or any other incident arising in the tender or execution of the
contract through the email address _____

(Place, date, signature of the bidder and stamp of the company)



Annex II of the SPECIFICATION OF ADMINISTRATIVE CLAUSES

Economic proposition model

Mr. / Mrs. _____ with ID Card number _____, address at _____, in his own name or as _____ (indicate the powers of representation) on behalf of the entity _____, with VAT number _____, aware of the conditions and requirements that are required for the award of **"Consultancy services for the implementation of the best practice "Reverse Diabetes 2 Now"**"(File No. CT2022-03), and believing that he/she is in a position to appear as a bidder, certifies that he/she is aware of this document that serves as the basis for the call, that he unconditionally accepts these clauses and requirements, that it meets each and every one of the conditions required to contract, and undertakes on its own behalf or on behalf of the bidder that he/she represents to take charge of the execution of the aforementioned contract with strict subjection to the expressed requirements and conditions in accordance with the following offer in euros:

Work Package	Tasks	Documentation for the justification of the activities carried out	Budget (VAT included) (€)
WPS	T5.1 In-depth analysis of the best practice	First report on management, internal coordination and communication with the consortium for set up and training Second report on management, internal coordination and communication with the consortium for set up and training Third report on management, internal coordination and communication with the consortium for set up and training Report on Input given for in-depth analysis, travel to kick-off meeting and host visit in Amsterdam	
	T5.3 Coordination and development of the online portal / intervention system	Report on the development of online portal to be used for the training	
WPG	T6.1 Adaptation of intervention materials	Report on preparation of translation materials to English Report on IT community English translation and setup for trainees	
	T6.2 Intensive training the trainers (3 times 3-months elapsed time 6-months)	First report on the online training days and preparation time for trainers, the online sessions plus preparation time for trainers, management and moderation of training community and e-modules, reflection with local teams and Q&A and preparation of participant materials for local translation Second report on the online training days and preparation time for trainers, the online sessions plus preparation time for trainers, management and moderation of training community and e-modules, reflection with local teams and Q&A and preparation of participant materials for local translation Third report on the online training days and preparation time for trainers, the online sessions plus preparation time for trainers, management and moderation of training community and e-modules, reflection with local teams and Q&A, preparation of participant materials for local translation and Certification	
	T6.4 Pilot implementation support	First Report on the activities carried out for the coordination with consortium and coordination for expert support and advice given during intensive implementation Second Report on the activities carried out for the coordination with consortium and coordination for expert support and advice given during intensive implementation Third Report on the activities carried out for the coordination with consortium and coordination for expert support and advice given during intensive implementation	
WP7	T7.1 After-care activities implementation	First report on the advice given during implementation aftercare Second report on the advice given during implementation aftercare Third report on the advice given during implementation aftercare	

In _____, on ____ of _____, 202_
(Signature and stamp of the bidder)