

ADMINISTRATIVE SPECIFICATIONS FOR THE CONTRACTING OF TECHNICAL ASSISTANCE SERVICES IN ARCHITECTURAL AND ENGINEERING CONSULTANCY, AUTHORISED IN EGYPT, FOR PRELIMINARY TECHNICAL STUDIES, THE DRAFTING OF THE EXECUTION PROJECT, AND THE MANAGEMENT OF THE WORKS AND HEALTH AND SAFETY COORDINATION OF THE COMPREHENSIVE REFURBISHMENT WORKS OF THE HEADQUARTERS BUILDING OF THE CERVANTES INSTITUTE LOCATED AT 101 EL HORREYA RD, FOUAD ST, IN ALEXANDRIA, EGYPT. TO BE AWARDED BY SIMPLIFIED OPEN PROCEDURE.



CONTRACTOR: Empresa de Transformación Agraria (TRAGSA)

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1. PURPOSE OF THE SPECIFICATIONS

The purpose of this Folder is the contracting by Empresa de Transformación Agraria, S.A., S.M.E., M.P. (hereinafter Tragsa), specified in section "0.1. Title of the Specifications" of the attached Table of Characteristics of the Specifications (**hereinafter CCP**). These specifications, together with the Technical Specifications/Project Specifications, govern the award of the contract, its content and effects, in accordance with the provisions of Law 9/2017 of 8 November, transposing into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (**hereinafter LCSP**).

These conditions will be applicable to the entire service and will be supervised and evaluated by Tragsa technical personnel. The presentation of the proposal by the bidder will imply unconditional acceptance of all the clauses of these specifications and the Technical Specifications, without any proviso or reservation whatsoever.

The provisions relating to the division into lots of this tender are specified in section "1.1. Division into lots" of the CCP.

2. ESSENTIAL AND SPECIAL CONDITIONS OF EXECUTION

The essential conditions of execution of these specifications are considered to be those listed in section 2.0. Essential conditions of execution of the PCC.

The special conditions of execution of these specifications are those listed in section "2.1. Special conditions of execution" of the SPC.

3. BUDGET AND ESTIMATED VALUE

The determination or estimate of the base budget for the tender as well as its breakdown and tables of units and prices are specified in section "3. Budget and Estimated Value" of the CCP.

Tenders exceeding the base budget will not be accepted.

Tenders that exceed any of the unit prices included in the budget shall not be accepted.

In the event that the section '1.1. Division into lots' of the PSC provides for such division, the tenderer may submit a tender for one, several or all of the lots. He may also be awarded one, several or all of the lots.

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The amount(s) shall include the ancillary or additional costs necessary for the successful tenderer to properly carry out the object of these specifications, such as transport, travel expenses, subsistence, insurance, taxes, customs duties and any other costs deemed necessary for the proper performance of the object of these specifications.

In contracts in which the cost of the salaries of the persons employed for their execution form part of the total price of the contract, the base budget for the tender shall indicate the estimated salary costs based on the relevant labour agreement, broken down by gender and professional category. (Art. 100 Public Sector Contracts Act).

In the table(s) of units and prices, the amounts indicated have taken into account the requirements contemplated in Article 101 of the LCSP, and, specifically, the possible extensions and the totality of the modifications.

In the event that in section "3.1. Budget Determined or Estimated" of the CPC the "option 2 Budget is Estimated" is indicated, the method for calculating the estimated value has been obtained by adding the amount of the base bidding budget:

- Amount of the extensions foreseen in the specifications that generate an increase in the said budget, obtained using the following formula

$$\text{Amount of extensions} = (\text{Duration of extension} / \text{Initial duration of the contract}) \times \text{Base Tender Budget.}$$

- The modifications, the calculation of which is obtained from that indicated in the corresponding section of these specifications.

4. FORM, DEADLINE FOR SUBMISSION OF PROPOSALS AND COMMUNICATIONS

Tenderers must present the envelope/s indicated in section "4.1. Form of presentation and communications" of the PCC. This/these envelope/s, sealed, shall be addressed to the Tender Receiving Office, whose address is specified in section "4.1. Details of the Tender Receiving Office", the front of which must bear the title and reference of the tendering procedure, indicated in sections "0.1. Reference" of the CPC, the business name of the bidder, or, in the case of natural persons, the name of the bidder, and shall contain the information required in these specifications.

In addition, the envelope(s) may be sent by post within the deadline for submission indicated in section "4.2. When the documentation is sent by post, the contractor must prove the date on which it was posted at the post office and announce to the contracting authority **on the same day** that the tender has been sent by e-mail to the Tender Receiving Office, indicating in the subject line the reference of the dossier. However, this will only be valid if there is a record of the transmission and receipt, of their dates, of the full content of the communications and the sender and addressee are reliably identified. Without the concurrence of both requirements, the documentation will not be admitted if it is delivered to the Bid Receiving Office after the date and time of the end of the term indicated in the aforementioned section "4.2. However, if ten days have elapsed since the aforementioned date without the documentation being received, it will not be admitted in any case.

The envelope(s) must be delivered to the address of the Tender Receiving Office of the aforementioned Unit, during the hours specified in section "4.2. Office hours for physical deliveries of the PCC, the deadline for submission being the date specified under the heading "Deadline for submitting the bid" in the aforementioned section. At the request of the bidder, the receiving office shall issue a receipt to the submitter, stating the name of the bidder, the name of the subject of the contract, and the date and time of submission.

Once the documentation has been delivered or sent, it may not be withdrawn, unless the withdrawal of the proposal is justified and, in any case, before the public opening ceremony, after which time no documentation submitted by the tenderers will be returned, whether or not they have been awarded the contract.

To complete the information provided in this tender dossier or for any clarification with regard to what is indicated in it, bidders may contact the person indicated in section "4.2. For clarification, tenderers may contact' of the PCC.

If Tragsa observes defects or omissions that can be rectified in the documentation submitted, it will notify the interested parties, giving them a period of no more than three working days for the bidders to correct or rectify them.

All the tender documentation must be in the language specified in section "4.1. Form of presentation and communications" of the PCC.

- Public opening ceremony

The public opening ceremony will be communicated to the candidates by means of the option indicated in section '4.2. Public opening ceremony' of the PSC.

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- Communications and notifications

The communications and notifications made by Tragsa deriving from the award procedure will be made exclusively by electronic means. Likewise, the replies made by the suppliers to these requirements must be made by the same means. Unless these specifications allow another form of submission, in which case the above will apply. To this end, the contractor must indicate on the outside of the envelope the contact details of the tenderer, including an e-mail address.

The periods to be counted from the notification will be calculated from the date on which it is sent to the e-mail address indicated by the tenderer.

5. MINIMUM REQUIREMENTS AND SOLVENCY (DOCUMENTATION TO BE INCLUDED IN ENVELOPE "A"/"SINGLE ENVELOPE"/ENVELOPE "TECHNICAL PROPOSAL AND CRITERIA FOR THE ADMISSION OF BIDDERS ")

The name and number of envelopes for this tender is determined in the table in section "4.1. Form of presentation and communications" of the PCC.

If in section "5. Minimum Requirements and Solvency" of the CPC it is indicated that no application is required (Simplified Open Abbreviated Procedures), this section 5 of these specifications with all its provisions and sub-sections shall be without effect.

All the requirements requested below will be included in the declaration of compliance with the minimum requirements (Annex II), this being sufficient for the tenderer's bid to be accepted, provided that all the information requested is completed and with the levels required in these specifications, except for the requirements referring to groups of entrepreneurs and foreign bidders that are not included in this declaration. However, the Contracting Committee may request the presentation of the documentation proving the veracity of this declaration if it presumes that the tender is not viable in these respects.

The declared solvency requirements will be accredited in documentary form exclusively by the tenderer that has submitted the best offer.

The presentation of Annex II and any other document requested by Grupo Tragsa will be made by the bidder at the Bid Receiving Office, in accordance with the formats and the provisions of these specifications.

5.1. Bidder's capacity to act, professional qualification and prohibition to contract

Natural or legal persons, Spanish or foreign, who have full capacity to act, are not subject to a prohibition on contracting, and can prove their economic, financial and technical or professional solvency, may take part in the tendering procedure.

Legal persons may only be awarded contracts for services which fall within the aims, object or sphere of activity which, according to their articles of association or founding rules, are proper to them.

Entrepreneurs must also have the business or professional authorisation which, where applicable, is required for the performance of the activity or service which constitutes the object of the contract and, where applicable, registration in the authorising registers.

The bidder must present the documentation accrediting its capacity to act and the rest of the requirements established in section "5.1. Capacity to act of the bidder, professional qualification and prohibition to deal" of the PCC. At Tragsa's request, they must submit the duly completed declaration of compliance with the minimum requirements for bidding (Annex II), including the solvency equivalent to classification. In the case of the simplified abbreviated procedure, it will not initially be necessary to accredit solvency, and the contractor must submit completed Annex VI (Bidder's declaration of responsibility for simplified open procedure tenders).

Companies participating in a joint venture or grouping must declare their commitment to formally form a joint venture if they are awarded the contract, which must have its own identification number in the country.

Non-Spanish companies from Member States of the European Union must be authorised to carry out the service which is the object of the contract in accordance with the legislation of the State in which they are established. When the legislation of the State in which these companies are established requires special authorisation or membership of a certain organisation in order to be able to carry out the service in question, they must prove that they meet this requirement.

Natural or legal persons must provide proof that they are registered in the local trade, commercial or similar register or, failing this, that they are normally engaged in local trade in the field of the activities covered by the subject of the contract.

Undertakings which have participated in drawing up the technical specifications or the preparatory documents for the contract may not tender for contracts where such participation is likely to restrict free competition or to result in the award of the contract.

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lead to restrictions on free competition or to privileged treatment vis-à-vis other tendering undertakings.

With regard to the bidder's solvency, the sections of the responsible declaration must be completed with regard to capacity, not being prohibited from contracting, the assignment of resources, subcontracting, and the requirements relating to quality assurance and environmental management certificates, if requested, in order for the bid to be accepted, without prejudice to the possible verification of the veracity of this declaration by the Contracting Committee.

5.2. Economic Solvency and Financial Solvency

In order to be admitted to tender, the bidder must declare responsibly by means of a declaration signed by the legal representative of the bidding company the provisions established in section "5.2.

5.3. Solvency Technical

In order to be admitted to tender the bidder must declare responsibly by means of a Declaration of Responsibility signed by the legal representative of the bidding company, the provisions of section "5.3.

5.4. Quality and Environmental Management

The requirements for this section are established in section "5.4. Quality and Environmental Management" of the CCP.

Prior to the award Tragsa may, at any time during the procedure before the award, request documentation accrediting the veracity of the declaration in Annex II if it considers that the information provided is not truthful, unless this has been justified in the bid itself.

Without prejudice to the foregoing, Tragsa will require the tenderer that has submitted the best offer to justify the circumstances regarding the declaration of minimum requirements within ten working days (seven working days in simplified procedures) of receipt of said request, if it has not previously provided it. If this is not presented within said period, it will be understood that the tenderer has withdrawn its offer, requiring it to pay 3% of the amount stated as the Base Tender Budget (excluding VAT) as a penalty, making the same request to the tenderer classified in second place.

5.5. Integration of the solvency with external means

The requirements for this section are set out in section "5.5. Integration of solvency with external means" of the CPC.

In the event that tenderers are allowed to rely on the solvency and means of another entity to accredit their solvency, they must present, prior to the formalisation of the corresponding contract, a written undertaking signed by the latter indicating that during the duration of the execution of the contract they will have said solvency and means at their disposal, and the entity to which they resort is not prohibited from contracting, within the period indicated for the presentation of the documentation accrediting their capacity. In the event that professional qualifications and experience have been required in these specifications with regard to the personnel who will carry out the work, these external resources may only be used if they are going to perform the services that require these capacities.

In this case, the contractor must record this in the declaration of compliance with minimum requirements, undertaking to present to this effect, within the period established in the point referring to AWARDING of these specifications, the written commitment of these entities accrediting their aptitude and capacity, without prejudice to the fact that they may be requested beforehand if there are doubts in this respect. Likewise, an individual declaration of responsibility will be presented for each one of them regarding compliance with the minimum requirements.

5.6. Attachment of media

This section shall only be applicable in the case of requesting the assignment of resources and shall be in accordance with the provisions of section "5.6. Allocation of resources" of the CCP.

The resources requested shall be listed. In Annex III, in the section on Assignment, it shall be stated whether or not it possesses them. They will not have the character of Solvency requirements.

5.7. Qualification company

This heading shall only apply in the event that business authorisation is requested and shall be in accordance with section "5.7. Business authorisation" of the CPC, which lists the exact authorisation or registration to be able to carry out the work and the legislation that requires this authorisation. In Annex II, Part II, Section E, under the point of Business Qualifications, it shall be stated whether or not they are held. They shall not have the character of Solvency requirements.

6. EVALUATION CRITERIA (ENVELOPES "B" AND "C" / ENVELOPE "SINGLE")

The designation and number of envelopes for this tender is determined in the table included in section "4.1.

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After the opening of the bids, Tragsa will proceed to study them, classifying the bids submitted, taking into account the following criteria:

6.1. ENVELOPE "B": CRITERIA THAT CAN BE EVALUATED ATOMATICALLY BY MEANS OF FORMULAS.

In drawing up these specifications, priority has been given, whenever possible, to the use of this type of criteria, avoiding those referring to value judgements.

6.1.1. Cost criteria- efficiency

In section "6.1. Envelope of Criteria Automatically Evaluable Criteria by Formula. 6.1.1. Cost-effectiveness criteria" of the CCP, establishes the Price and/or Life Cycle Cost criteria, their evaluation formula/s as well as the maximum score awarded in these specifications.

6.1.2. Criteria qualitative

In section "6.1. Envelope of Criteria Automatically Evaluable Criteria by Formula. 6.1.2. Qualitative Criteria" of the CCP, sets out the criteria for: A) Quality criteria, B) Criteria related to personnel, C) Criteria related to marketing and D) Improvements or additional services, as well as the maximum score awarded to them in these specifications.

The bids submitted must be accompanied by a detailed economic valuation in accordance with the model in Annex I. Those bids that merely indicate a global or total valuation of the works will not be accepted as valid.

6.2. "ENVELOPE C" CRITERIA THAT CAN BE ASSESSED BY MEANS OF A VALUE JUDGEMENT

The requirements for this section are set out in section "6.2. Criteria Evaluable by Value Judgement" of the CPC. These are criteria that are understood to be proportional and linked to the object of the contract, provided that formulas cannot be used for their evaluation. The variables or parameters that will be taken into account in the evaluation are defined, as well as the way of administering the score for each one of them and on the basis of which criteria this score will be established.

In the event of a tie in the score between several bids after the application of the criteria for awarding the contract, this will be resolved by applying the following social criteria in order, referring to the time at which the deadline for submitting bids expired:

- a) Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority, in the case of equality, to the greater number of permanent workers with disabilities in the workforce, or the greater number of workers in inclusion in the workforce.
- b) Lower percentage of temporary contracts in the workforce of each of the companies.
- c) The highest percentage of female employees in the workforce of each of the companies.
- d) The drawing of lots by means of insaculation, in the event that the application of the above criteria has not resulted in a tie-breaker.

To do so, they must fill in the corresponding section in Annex II, Part II, Section F. If they do not fill it in, it will be understood that it is the legal minimum and if it is not obliged to a minimum, the value will be considered to be zero. However, in the event of a tie, they will have to accredit the criterion used to break the tie before the contract is formalised.

Tragsa will alternatively have the power to award the contract to the proposal with the best value for money, in accordance with the established criteria, or to declare the procedure void. In any case, and regardless of the notification of the award to the successful tenderer, no economic right will be generated in favour of the latter until the corresponding contract is formalised.

7. ABNORMALLY LOW BIDS

Section "7. Abnormally Low Tenders" of the CCP determines the situation applicable in these specifications with regard to the presentation of abnormally low tenders.

Where tenders have been submitted by undertakings belonging to the same group, within the meaning of Article 42.1 of the Commercial Code, only the lowest tender will be taken into consideration for the purposes of applying the system for identifying tenders presumed to be abnormal, irrespective of whether they submit their tenders alone or jointly with another undertaking or undertakings outside the group and with which they compete in a temporary joint venture.

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The tenderer may submit its tender alone or jointly with another company or companies outside the group and with which it competes in a temporary consortium.

If a tender is identified as disproportionate or abnormal, the tenderer submitting the tender must be given a hearing in order to justify the evaluation of the tender and to specify the conditions of the tender, in particular as regards the savings made possible by the procedure for performance of the contract, the technical solutions adopted and the exceptionally favourable conditions available to it for the performance of the service. The technical advice of the department concerned shall be sought in the procedure.

In the event that the required documentation is not submitted, is incomplete or unsatisfactory, or is based on technically, legally or economically inappropriate assumptions or practices, the tenderer will be excluded from the evaluation process.

8. AWARD

The Contracting Committee will rank the tenders in descending order and submit the corresponding proposal. The best-ranked bidder must provide the Bid Receiving Office with the documentation listed in section "8. Award" of the CCP, if this has not been previously provided, within ten (seven in simplified) working days from the date of receipt of the communication of this requirement.

In accordance with the provisions of Art. 95 of Law 9/2017, of 8 November, on Public Sector Contracts, Tragsa may request clarifications from the bidder regarding the certificates or documents submitted, as well as requesting additional documents.

The contracting body will award the contract within a period of no more than five working days following receipt of the above valid documentation.

In accordance with Art. 152 of Law 9/2017, of 8 November, on Public Sector Contracts, Tragsa may decide not to award or conclude the contract and to withdraw from the award procedure.

9. FORMALISATION OF THE CONTRACT

Section "9. Formalisation of the Contract" of the PCC determines the situation applicable in these specifications with respect to the formalisation of the contract.

A copy of the Specifications and CCP will form part of the document in which the contract is formalised, which will be signed by the successful tenderer.

10. REVISION OF PRICES

Section "10. Price Revision" of the PCC determines the situation applicable in these specifications with regard to the revision of contract prices.

11. COMPLIANCE WITH CONTRACT

Measures against Covid-19

The CONTRACTOR in the performance of its activity must take the protective measures that, in Tragsa's opinion or in accordance with the legislation in force throughout the term of the contract, are necessary to safeguard: its workers, those of its subcontractors and Tragsa's workers; from the effects on their health that COVID-19 could have; failure to do so will automatically terminate the contract due to the fault of the contractor, and the corresponding indemnities will be paid.

In the event of any incident among its personnel or in the measures adopted, it must IMMEDIATELY notify Tragsa's managers so that the latter may take the appropriate measures.

The execution of the contract will be verified at the place determined in section "11.1. Execution" of the PCC.

The successful tenderer expressly undertakes to comply with the requirements demanded by current legislation in relation to the object of its activity and the contract, as well as to comply with the technical, quality and quantity requirements demanded by Tragsa and specified in the contract, in accordance with the provisions of these specifications and those offered by the successful tenderer. In order to accredit compliance with these obligations, Tragsa may require the successful tenderer to present the documents it considers necessary for this purpose.

The successful bidder will be directly liable, in all cases, for any damage that may be caused to Tragsa or to third parties as a consequence of defects or any other defect in the service provided, even when the regulations in force have been complied with, and the successful bidder must proceed to repair or replace them, assuming all the economic amounts arising from the possible actions mentioned above.

Once the execution of all the services that make up the corresponding contract has been completed, the parties will sign the **certificate of conformity**, which will be drawn up within a maximum of 30 days following the provision of the service, in which Tragsa's conformity or disagreement will be recorded. If the execution of the contract does not comply with the stipulated conditions, the deficiencies observed will be recorded in the acceptance report,

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in order for them to be rectified by the contractor or to proceed once again to complete execution, within the period determined in section "11.2. Tragsa may opt to establish a new non-extendable period or to terminate the contract, in accordance with the provisions of this Folder. Once the service has been accepted by Tragsa, the guarantee period will commence.

The execution of the contract will be carried out at the risk and expense of the contractor, except as established in article 239 of the LCSP in the event of force majeure.

The successful bidder also undertakes to comply with the environmental legislation in force in the country, as well as with Tragsa's internal environmental regulations. The latter regulations are available on Tragsa's website.

The successful tenderer must be up to date with the payment of the salaries and social security contributions of the personnel who, depending on him, carry out the work that is the object of the contract, and especially be up to date with the payment of occupational safety. Likewise, it must adopt and comply with the regulations on occupational risk prevention, not only those required by the legal texts, but also those that are necessary as a consequence of the type of work to be carried out, providing its personnel with the necessary protective elements for this purpose. Non-compliance with these obligations on the part of the successful bidder will not entail any liability on the part of Tragsa.

The company awarded the contract will have the technical resources necessary for the correct execution of the contract and to maintain the required level of service. These resources will depend exclusively on the successful bidder, who will have all the rights and duties inherent in his capacity as employer with respect to them, Tragsa being completely alien to these labour relations, as well as to the liabilities that may arise from such relations, which the successful bidder expressly accepts for his own account and at his own expense.

The personnel who are to carry out the works will be linked by employment to the successful bidder who, for all purposes, assumes the legal status of an employer with all the rights and obligations inherent to this status, in accordance with the legislation in force, and the said personnel will at all times be subject to the instructions and orders of the successful bidder. Tragsa will in no way, under any title whatsoever, hold the status of employer with respect to the workers contracted by the successful bidder, who directly or indirectly provide **services** for Tragsa. (Section 11.7. CCP personnel regulations).

The successful bidder must assume full responsibility for the organisation of its own resources and for the management and coordination of the activities that comprise it, exercising exclusive organisational and managerial power.

of its human resources that make up the work teams, for the fulfilment of the purposes entrusted to it.

The contractor company must designate a technical coordinator or person in charge from among its own staff, whose duties will include the following:

- To act as the contractor's interlocutor with Tragsa, channelling all information between the successful bidder and the personnel making up the work team assigned to the contract, on the one hand, and Tragsa, on the other, in all matters relating to issues arising from the execution of the contract.
- To distribute the work among the personnel in charge of executing the contract, and to give these workers the necessary orders and work instructions in relation to the provision of the contracted service/work.
- To supervise the correct performance by the personnel of the work team of the functions entrusted to them, as well as to control the attendance of said personnel at the work post.
- To organise the holiday arrangements for the personnel assigned to the execution of the contract, and for this purpose the successful tenderer must coordinate with Tragsa, so as not to alter the smooth running of the service.
- To inform Tragsa of any variations, whether occasional or permanent, in the composition of the work team assigned to the execution of the contract.

The contractor is responsible for selecting the personnel who, having met the qualification and experience requirements set out in these specifications, will form part of the work team assigned to the execution of the contract, without prejudice to Tragsa's verification of compliance with these requirements. The successful tenderer must send Tragsa a list of the personnel who will provide their services.

The contractor will endeavour to ensure that there is stability in the work team, and that any variations in its composition will be specific and due to justified reasons, in order not to alter the smooth running of the service, informing Tragsa at all times.

Confidentiality

This heading will only apply in the event that it is so determined in section "11.3. Confidentiality" of the CCP, otherwise its entire content will be ignored.

The successful tenderer acknowledges the confidential nature of all documentation and/or information to which it may have access as a result of the performance of the work covered by the contract, undertaking to

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to maintain the confidential nature of all details relating to the same, and, therefore, not to reveal to third parties, directly or indirectly, in whole or in part, any data and/or information of which it has become aware as a result of the execution of the services that are the object of the contract.

Likewise, the successful bidder undertakes to adopt the necessary measures to prevent the disclosure of any information and/or document existing at Tragsa's headquarters or supplied by the latter, guaranteeing its security, and undertaking, in particular, to warn its employees of the confidential nature of the information that they may become aware of as a result of the exercise of their functions, and of the impossibility of extracting from Tragsa's headquarters, and/or of making known to third parties, data of any nature, included in any type of support.

Likewise, the successful bidder undertakes to return to Tragsa or destroy the confidential information at the moment when the term of the contract ends, without any prior requirement to do so being necessary. Likewise, it undertakes to destroy any information that may have been generated on the basis of that which is the object of the contract, searching for any reference to it and making it disappear from the computers.

The successful bidder will be directly liable to Tragsa for any unlawful disclosure or use of the confidential information by persons who have had access to it.

Guarantee Period

The works delivered during the term of the contract will have a minimum guarantee of the years indicated in section "11.4. Guarantee period" of the PCC, starting from the date of the final acceptance of conformity. Until the end of the guarantee period, the successful bidder will be liable for the correct performance of the contracted works and for any defects in them, without the circumstance that Tragsa's representatives have examined or recognised them during their execution or accepted them in verifications, assessments, certifications or partial receptions and even in the total reception of the work, in anticipation of the possible existence of hidden faults or defects, being exempt or giving him any right whatsoever.

If Tragsa considers, during the guarantee period, that the services executed by the successful bidder do not fully satisfy the object of the contract, as a consequence of the faults or defects observed in them and attributable to the successful bidder, and there is a well-founded fear that the replacement or repair will not be sufficient to achieve that end, it may, before the expiry of that period, reject the services, leaving them for the account of the successful bidder and being exempt from the obligation to pay, or being entitled, where appropriate, to the recovery of the price paid or termination of the contract in accordance with the provisions of this Folder.

recovery of the price paid, or termination of the contract in accordance with the provisions of these Specifications.

Intellectual property

This heading only applies in the event that these rights can be derived from the result and this is determined in section "11.5. Intellectual Property" of the CPC, otherwise the transfer of ownership of these rights will be assumed.

All the industrial and intellectual property rights deriving from the execution of the services that are the object of the contract will be the sole and exclusive property of Tragsa, for which purpose the successful bidder will provide Tragsa with all the designs and detailed plans of the works carried out.

Once the works that are the object of this award have been delivered, with the necessary developments or parts thereof that may be considered independent and received to Tragsa's full satisfaction, they will become the exclusive property of the latter, as well as all the renounceable intellectual or industrial property rights for the maximum time recognised by law for the author, and may not be used by the successful bidder, except with the express prior consent of the owner for purposes other than those expressly agreed.

The partial or final results that may be commercially exploited will correspond to Tragsa, which will only hold the exclusive right of commercial exploitation, either directly or through third parties. Tragsa reserves the right to use the documents derived from the contracted work, to use them in part or in whole, to extend them or modify them with the same contractor or whoever it deems appropriate.

Insurance

This heading will only apply if this is determined in section "11.6. Insurance" of the CPC, otherwise the entire content of this section will be omitted.

The contracting company shall have: Certification from an insurance company or brokerage firm accrediting that the company has an insurance policy in force covering the company's liability by General Civil Liability Insurance Policy covering the activities carried out (Operating Civil Liability) and the work accidents that occur therein (Employer's Civil Liability) and whose coverage, for each type of liability as a minimum will be required:

*In operating civil liability: five hundred thousand euros for material damage per claim with.

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a sub-limit per victim of three hundred thousand euros.

*In employer's liability: five hundred thousand euros for material and personal damages (three hundred thousand euros per victim).

Taking into account that:

- These entities must be authorised to operate in Spain.
- In Professional Liability -Contracts with the intervention of professionals- the limit must be at least 500.000 euros including coverage of primary patrimonial damage with a sub-limit of at least 100.000 €.

In the event that there is subrogation of personnel, the contractor will be liable for the unpaid wages of the workers affected by the subrogation, and for the labour contributions (to the Social Security) accrued, even if the contract is terminated and they are subrogated by the new contractor, without in any case this obligation corresponding to the latter. In this case, once the non-payment of wages has been accredited, the amounts owed to the contractor will be withheld to guarantee payment of the wages and the definitive guarantee will not be returned, if requested, until payment of the wages has been accredited.

12. GUARANTEES

As indicated in section "12. Guarantees" of the CPC, no guarantees are applied.

13. DEADLINES FOR EXECUTION

The term of the contract shall be that established in section "13.1. Term" of the CPC, counted from the date of signature of the contract, without prejudice to any extensions that may be agreed, subject to the prior written agreement of the parties.

The obligatory nature of the extensions for the contractor is established in section "13.3. Obligatory nature of Extensions" of the PCC.

The execution period will be that established in section "13.2. Execution" of the CPC, it being understood that this period has been met if the act of conformity (acceptance) has been approved by Tragsa.

The possibility or not of partial deliveries and their deadlines is established in Article "13.4.

In addition to the aforementioned deadlines, Tragsa reserves a period of time for the review of the services provided and the verification of the quality requirements demanded in these specifications, which is established in section "13.2.

Failure to comply with these deadlines will entail the imposition of the penalties described in these specifications, regardless of the fact that a period is established for rectifying the defects included in the certificate of conformity, until Tragsa fully approves the provision of the service in accordance with the provisions of these specifications.

14. PENALTIES ADMINISTRATIVE

If the successful tenderer, during the term of the contract, should find itself, for causes attributable to it, in one of the cases indicated below, Tragsa may opt for the termination of the contract or for the imposition of the penalties established in section "14. Administrative Penalties" of the PCC.

Whenever the penalty for delay reaches 5% of the contract amount (excluding VAT), Tragsa will be entitled to terminate the contract or agree to the continuation of the execution of the contract with new penalties.

If the penalties thus defined, or the delays in execution, even if no penalties are foreseen for this event, are not sufficient to cover the damages caused to Tragsa by the actions of the successful tenderer, the latter will demand compensation from the successful tenderer for the damages not covered.

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These penalties shall be immediately enforceable and shall be payable against payment of the amounts due to the successful tenderer or against any guarantee lodged if it is not possible to deduct it from such payments.

There are two limits; an individual limit of 10 % for each criterion individually and a maximum penalty of 50 % for all criteria together, of the amount awarded in both cases, if exceeded, the contract will be automatically terminated.

15. SUBCONTRACTING

15.1. Regime of subcontracting

Section "15.1. Subcontracting Regime" of the CPC determines the situation applicable in these specifications with regard to subcontracting and, where appropriate, the critical tasks and therefore those that cannot be subcontracted, as well as the penalties for infringement of the subcontracting conditions.

For the execution of subcontracts, the tenderer must comply with the following requirements:

- They must state this in their tender and in the declaration of compliance with the minimum requirements in Annex II, indicating the amount, and the name or company profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they will entrust their performance.
- The successful tenderer must notify Tragsa in writing, after the award, and at the latest when the execution of the contract begins, of the intention to subcontract, indicating the part of the service to be subcontracted and the identity, contact details and legal representative/s of the subcontractor, and must justify in accordance with the provisions of these specifications the aptitude of the latter to execute the part of the contract to be subcontracted, accrediting this by reference to the technical and human elements at its disposal, its experience and that it is not prohibited from contracting.

Any modification to the information supplied to Tragsa during the execution of the main contract must be communicated in writing to Tragsa, as well as all additional information on the new subcontractors.

If the subcontractor has the appropriate classification to perform the part of the contract to be subcontracted, reliable notification of this circumstance will be sufficient to accredit the subcontractor's suitability.

The accreditation for subcontracting may be made immediately after the conclusion of the subcontract if it is necessary to deal with an emergency situation or a situation requiring urgent measures and if it is sufficiently justified by the main contractor.

- Subcontractors that do not comply with what is indicated in the main contractor's bid, because they are an employer other than those indicated by name in the same or because they subcontract parts of the main service other than those indicated in the bid, may not be entered into until 20 days after the notification has been sent and the above justifications have been provided, unless this has been expressly authorised by Tragsa beforehand. However, subcontracting may not be entered into if Tragsa notifies the contractor of its justified opposition.
- Under the responsibility of the main contractor, subcontracts may be concluded without respecting the above time limit if their conclusion is necessary to deal with an emergency situation or a situation requiring urgent measures and if this is sufficiently justified by the main contractor. This regime shall also apply if the subcontractors have been identified in the tender by a description of their professional profile.
- In the case of a contract whose performance requires the processing by the contractor of personal data on behalf of the data controller (TRAGSA), the contractor must indicate in its tender if it intends to subcontract the servers or the services associated with them the name or company profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to be entrusted with their performance.

Infringement of the above conditions, the lack of accreditation of the contractor's aptitude or of the circumstances that determine the emergency or those that make subcontracting urgent will have the consequences specified in section "15.1.

Subcontractors shall be bound only to the main contractor, who shall assume full responsibility for the execution of the contract in accordance with the specifications and the terms of the contract.

Notification or authorisation of the conclusion of subcontracts in accordance with the above shall not alter the exclusive responsibility of the main contractor.

Under no circumstances may the main contractor enter into partial execution of the contract with persons disqualified from contracting in accordance with Article 71 of the LCSP.

15.2. Payments to subcontractors and suppliers

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The main contractor will be obliged to pay the subcontractors or suppliers the agreed price in the terms and conditions indicated below.

The agreed deadlines may not be more unfavourable than those provided for in Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions, and shall be calculated from the date on which the acceptance or verification of the goods or services by the main contractor takes place, provided that the subcontractor or supplier has delivered the invoice within the legally established deadlines.

Acceptance by the main contractor of the services or supplies provided by the subcontractors must be made within a maximum period of 30 days from the delivery of the goods or the provision of the services, or the reasons for non-conformity must be stated. Failure to do so within this period shall be deemed to constitute acceptance.

In the event of late payment, the subcontractor or supplier shall be entitled to late payment interest and compensation for collection costs under the terms provided for in Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions.

15.3. Verification of payment to subcontractors or suppliers

Tragsa will verify compliance with the above payments if this is determined in "Section 15.3. Verification of payment to subcontractors or suppliers" of the CPC, in which case it will be considered an essential requirement of the contract and will therefore have been included in the invitation to tender. Otherwise, the provisions of this section shall not be taken into account.

In the event that verification of payment to subcontractors or suppliers is requested, the main contractor will send Tragsa, upon request, a list of the subcontractors and suppliers that participate in the contract when their participation is perfected, together with the subcontracting or supply conditions of each of them that are directly related to the payment. Likewise, at Tragsa's request, it will send proof of the fulfilment of payments to them once the service has been completed within the periods established by Law 3/2004, as applicable.

16. INVOICING AND PAYMENT

With the periodicity indicated in section "16.1. Periodicity" of the PCC, an invoice will be issued by the successful tenderer for the work actually carried out and accepted by Tragsa, in accordance with the provisions of

established in these specifications. The successful tenderer will issue invoices detailing the invoicing period, the corresponding items accepted by Tragsa, and the quantity and amount of each of them, all on the basis of the delivery notes signed by Tragsa's managers. Said invoice(s) must comply with the legal requirements in force, in all cases separating the amount corresponding to the object of the contract from the tax chargeable on the same, and must be sent by the successful bidder to the address indicated in section "16.2.

The amount of the invoices will be paid by bank transfer to the account that has been accredited by the contractor for the award of the tender by means of a bank certificate, in accordance with the provisions of Article 4 of Law 3/2004, of 29 December, according to the wording introduced by Royal Decree-Law 4 /2013 of 22 February on measures to support entrepreneurs and stimulate growth and job creation and the deadlines established in the LCSP.

The assignment of credits derived from the invoicing arising from the work carried out, by any of the methods valid in law, including *factoring*, is expressly prohibited unless Tragsa expressly authorises it prior to the assignment. In the event that authorisation is granted, this will be done on a credit by credit basis, and never in full.

The CONTRACTOR shall deliver to TRAGSA an irrevocable Standby Letter of Credit, Advance Payment Guarantee (the "Advance Payment Guarantee" or "APG"), in the format of the CONTRACTOR. The GPA shall be issued in Euros (EUR) by a financial institution with a minimum rating of "A" or equivalent rating granted by an international rating agency (Standard & Poor's and/or Moody's and/or Ficht) and confirmed by a Spanish financial institution. This Guarantee shall be unconditionally payable to TRAGSA upon its first written demand.

The CONTRACTOR shall take the necessary steps to extend the validity of the GPA in the event of an extension of the Contract, as necessary to ensure that the GPA remains in force until the expected date of completion of the delivery of all Milestones as indicated in the PAYMENT SCHEDULE.

The above shall form part of the contract to be entered into by both parties, prior to commencement of works.

17. TERMINATION OF THE CONTRACT

The following shall be causes for termination of the contract:

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- a) The death or supervening incapacity of the individual contractor or the extinction of the legal personality of the contracting company, without prejudice to the provisions for the succession of the contractor in Article 98 of the LCSP.
- b) The declaration of bankruptcy or the declaration of insolvency in any other procedure.
- c) Mutual agreement between Tragsa and the contractor.
- d) Delay in meeting the deadlines set by the contractor in accordance with the provisions of these specifications.
- e) Failure to comply with the main obligation established in the contract or with the essential conditions of execution qualified as such in the specifications or in the contract.
- f) The non-payment, during the execution of the contract, of salaries by the contractor to the workers who were participating in the same, or the non-fulfilment of the conditions established in the applicable collective agreements in force for these workers also during the execution of the contract.
- g) Likewise, immediate cause for termination of the contract will be non-compliance by the contractor with its obligations in matters of occupational health and safety for its personnel, as well as failure to adapt the machinery and equipment involved in the work that is the object of the contract to current safety regulations.
- h) Tragsa reserves the right to unilaterally terminate the contract in whole or in part, in the event of the total or partial cancellation, suspension or modification of the assignment by the entity that has received the assignment, without prejudice to the settlement of the work actually carried out by the contractor in accordance with the provisions of these Specifications and the contract.
- i) In the event that this is requested in section "17.1. Cause for termination of contract section i)" of the CPC, failure to provide the documentation included in Annex VIII on occupational risk prevention and Annex IX on Data Protection within 10 calendar days following the execution of the contract, without prejudice to the fact that the contract may also be terminated in the event of non-compliance with the obligations regarding Occupational Risk Prevention and Data Protection.
- j) Those expressly established in the contract.

When the contract is terminated due to the contractor's fault, the guarantee will be forfeited and the contractor must also compensate Tragsa for any damages caused in excess of the amount of the forfeited guarantee.

18. ASSIGNMENT OF THE CONTRACT

If so determined in section "18.1 Permissions Assignment Contract" of the PCC, the rights and obligations arising from the contract may be assigned by the contractor to a third party provided that the personal or technical qualities were not a determining reason for the award of the contract and the assignment does not result in an effective restriction of competition in the market. The assignment shall not be authorised if it involves a substantial alteration of the contractor's characteristics if these constitute an essential element of the contract.

The requirements to be fulfilled for the assignment, if it is permitted, are as follows:

- a) That the contracting body previously and expressly authorises the assignment, within a period of two months, after which, if there has been no authorisation, it will be understood to have been granted.
- b) The assignor must have paid at least 20% of the contract award amount. This requirement shall not apply if the assignment is made while the contractor is in insolvency proceedings, even if the liquidation phase has been opened, or has informed the court with jurisdiction for declaring the insolvency proceedings that it has begun negotiations to reach a refinancing agreement, or to obtain adherence to an early agreement proposal, under the terms provided for in the insolvency legislation.
- c) That the assignee has the capacity to contract and has the solvency required depending on the phase of execution of the contract, and must be suitably classified if this requirement was demanded of the assignor, and not be subject to a prohibition on contracting.
- d) The assignment must be formalised in a public deed.

The assignee will be subrogated in all the rights and obligations corresponding to the assignor.

In the event that the contractor is a group of entrepreneurs or a joint venture, the shares in the company may be transferred or the change of control of the company created for this purpose may be carried out, once the requirements for the transfer of the same have been fulfilled.

19. MODIFICATION OF THE CONTRACT

The modification of the contract must be carried out in accordance with the provisions of Articles 203 to 205 of Subsection 4 of Section 3 of Chapter I of Chapter I of Title I of the LCSP. In works contracts, the provisions of Article 242 of Section 3 of Chapter I, Section 3 of Chapter I of Title II of the LCSP will also be taken into account.

The modifications foreseen, if any, are set out in section "19. Modification and suspension of the Contract" of the CCP. They will be proposed by means of a report issued by the Tragsa Directorates or Applicant Delegations on which the contracting body functionally depends, and the modification must be authorised by the contracting body, and the express agreement between the parties must be formalised by means of an addendum to the contract.

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The modification must be authorised by the contracting body, and the express agreement of the modification between the parties must be formalised by means of an addendum to the corresponding contract and its subsequent publication in Tragsa's contracting profile.

The following increases will not be considered contractual modifications:

- During the correct execution of the service, the number of contracted units actually carried out may vary from those foreseen in the contract, which may be included in the settlement, provided that they do not represent an increase in expenditure of more than 10 percent of the contract price. All of this without the need to process the corresponding modification file.

In the case of works, new prices may be included, fixed by contradictory procedures established in the LCSP and in its development regulations, provided that they do not represent an increase in the overall price of the contract or affect work units that, as a whole, exceed 3% of the original budget of the contract.

All of the above without it being necessary to process the corresponding modification file.

20. **PERSONAL DATA AND SECURITY MEASURES**

In compliance with Regulation (EU) 2016/679 (RGPD) and Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights (LOPDYGD), as well as the provisions of art. 122 para. 2 of the LCSP, Annex IX (Data Protection and Confidentiality) is incorporated into this Folder, which will form an integral part of the clauses of the contract.

In those cases in which the execution of the contract requires the transfer of data by the public sector entities, TRAGSA to the contractor, the obligation of the future contractor to comply with national and European Union regulations on data protection is expressly determined.

Likewise, and without prejudice to the provisions of art. 28.2 of EU Regulation 2016/679, if the contract requires for its performance the processing of personal data by the contractor on behalf of the data controller (TRAGSA), Annex IX shall state the following obligations that are classified as essential for the purposes of the provisions of letter f) of art. 211.1 of the LCSP:

- a) respecting the purpose for which the data will be transferred
- b) the future contractor's obligation to comply in all cases with national and European Union regulations on data protection, without prejudice to the provisions of art. 202. Apart.1 of the LCAP, which constitutes an essential obligation of the contractor, and which in the contract is a special condition of performance.
- c) the obligation of the company awarded the contract to present, prior to the formalisation of the contract, a declaration of responsibility in which it states where the servers are going to be located and from where the services associated with them are going to be provided, which must be in the European Union or national territory in the cases of article 46 bis of Law 40/2015, of the RJSP.
- d) the obligation to communicate any changes that occur during the life of the contract to the information provided in the declaration referred to in letter c) above.
- e) the obligation of the tenderer to indicate in the tender, if it intends to subcontract servers or the services associated with them, in the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they are to be entrusted.

The aforementioned shall be considered as a special condition for the execution of the contract to be formalised.

Likewise, in the event of processing of personal data by the future contractor on behalf of the data controller, TRAGSA, and in order to comply with the provisions of the First D.A. of Law 3/2018, the successful bidder will apply the equivalent and/or compensatory security measures that correspond to those of the National Security Scheme, in order to prevent the loss, alteration or unauthorised access in the case of processing of personal data, adapting the criteria for determining the risk to the provisions of Article 32 of Regulation (EU) 2016/679. Compliance with the requirements demanded must be demonstrated by the successful bidder, among other means, through adherence to approved certification mechanisms, adoption of approved certifications, audits by third parties of recognised prestige in the last 2 financial years in the field of data protection, compliance with international standards (ISO 27001, 27701, ENS, etc), which must be provided at the request of TRAGSA, once the contract has been awarded.

The successful bidder will be directly liable to TRAGSA for any damage or harm caused to any affected data subject, as well as for any possible sanctions that may be caused by its non-compliance or that of the subcontractors contracted by it, in cases of non-compliance with its data protection obligations and those relating to security measures and compliance with the processing of personal data. Annex VII sets out the regulation in detail.

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21. RISK PREVENTION CRIMINAL

The contracted party undertakes to know and accept the Tragsa Group's Code of Ethics, which can be consulted on the website: <https://www.tragsa.es/es/comunicacion/noticias/Documents/2020/codigo-etico-grupotragsa-2020.pdf> and will share the basic principles contained therein, as well as the Tragsa Group's commitment to good corporate governance and transparency policies, complying with internationally accepted standards in these matters.

Likewise, the contracted party will submit to compliance with the Tragsa Group's Code of Ethics, undertaking to report any risk or non-compliance of which it becomes aware during the term of the contract.

22. CLAUSE ANTI-CORRUPTION.

The contractor shall undertake and undertake in the contract that, at the date of its entry into force, neither the successful tenderer, nor its officers, directors, employees or collaborators, either personally or through a nominee, will have offered, promised, given, authorised, solicited or accepted any benefit, undue advantage, financial or otherwise, or intimated that it would or might at any time in the future do so, or carry it out in the future, to any authority or public official connected in any way with the contract, or carried it out, or carried it out in the future, financial or otherwise, or intimated that it would or might do so at any time in the future, or to do so in the future, to any authority or public official connected in any way with the contract, or performed or will perform any other act that might involve any conduct contrary to the OECD Convention, or to the Spanish Penal Code.

23. LEGAL SYSTEM

The contract derived from this tender will be subject, as far as applicable, to the provisions of Law 9/2017, of 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (LCSP). It will also be subject to the provisions of these Specifications and in the Technical Specifications and, for anything not provided for in them, it will be governed, as regards its effects and extinction, by private law, except for the provisions regarding its effects and extinction in Article 319 of the LCSP.

24. JURISDICTION COMPETENT

Matters relating to the preparation, awarding and contractual modifications are the competence of the contentious-administrative jurisdictional order when the challenge of the latter is based on non-compliance with the provisions of Articles 204 and 205 of the LCSP when it is understood that this modification should have been the object of a new contract, or when it is understood that the latter should have been the object of a new contract, or when it is understood that the latter should have been the object of a new contract.

cation should have been the object of a new award.

Disputes arising between the parties in r e l a t i o n to the effects and termination of the contract arising from this tender procedure, with the exception of the contractual modifications referred to in the previous paragraph, shall be subject to the jurisdiction of the civil courts, with express submission to the judges and courts of Madrid.

Alexandria, 18 July 2025.