

ANNEXES TSA0080095

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CONTENTS OF ENVELOPES AND ENCLOSURES TO BE SUBMITTED AS APPROPRIATE

SIMPLIFIED OPEN PROCEDURE

Applies to this bid: Yes ☒ No ☐

WHERE THERE ARE NO CRITERIA WHICH CAN BE ASSESSED BY MEANS OF VALUE JUDGEMENTS.

Yes ☒ No ☐

It shall consist of **ONE (1) single envelope**, with the following contents:

1) SINGLE ENVELOPE.

This envelope will contain the documentation accrediting compliance with the **solvency requirements** and the **criteria that can be assessed by means of a formula**. It will contain:

- **Index** of documents showing the contents of the envelope.
- **Certificate of registration in the Official Register** of Tenderers and Classified Companies in the Public Sector or in a national database of a Member State of the European Union, such as a virtual company dossier, an electronic document storage system or a pre-qualification system, and these are accessible free of charge to contracting authorities.
- The proposal, which includes: the offer of the price and the remaining automatically assessable criteria indicated in **section 6.1 of the CCP**, which shall be presented in accordance with the model set out in **Annex I** to these specifications and duly signed by the person with sufficient power of attorney and dated.
- The responsible declaration referred to in letter c of number 4 of article 159 of the LCSP drawn up in accordance with the model set out in **Annex II** to these specifications and duly signed by the person with sufficient power and dated.
- In all cases in which several businesspersons participate grouped in a temporary union (UTE), the commitment to constitute the temporary union will be provided by the businesspersons who are part of said union in accordance with the requirements of section 3 of article 69 of the LCSP.
- When this is required in **section 5 of the CCP**, in accordance with the provisions of number 2 of Article 76 of the LCSP, the bidders must complete the accreditation of their solvency by providing a document of commitment to assign sufficient personal and material resources to the execution of the contract in accordance with the model in **Annex III**. This commitment will have the nature of an essential obligation for the purposes of Article 211 of the LCSP or of a special condition subject to penalty in accordance with Article 192.2 of the LCSP as indicated in **sections 2 and 14 of the CCP**.
- Declaration in accordance with **Annex IV** of whether or not the company belongs to a business group, in the sense of Article 42.1 of the Commercial Code. If so, this declaration must include a list of the companies in the group that are bidding for this tender.
- **Foreign companies**, in cases where the contract is to be executed in Spain, must provide a declaration of submission to the jurisdiction of the Spanish courts and tribunals of any order, for all incidents that may arise directly or indirectly from the contract, waiving, where applicable, any foreign jurisdiction that may correspond to the bidder.
- Where **paragraph 1 of the CCP** provides for the division of the contract object into lots, if the economic and financial and technical solvency requirements vary from one lot to another, a declaration of responsibility must be provided for each lot or group of lots to which the same solvency requirements apply. Tenderers must also state, by means of a declaration, the lot or lots for which they are submitting a tender.
- Where applicable, a declaration in accordance with the model in **Annex VII** on the part of the bid that the bidder intends to subcontract, indicating the data referred to in letter a) of number 2 of Article 215 of the LCSP.

ANNEX I
ANNEX I: CRITERIA THAT CAN BE EVALUATED AUTOMATICALLY BY MEANS OF FORMULAS

The undersigned _____, domiciled in _____, _____ street No _____ and I.D. No _____ in their own name, or in representation of _____ with T.I.N. _____ with address _____ in _____ street _____ aware of the conditions and requirements for the award of the contract of CONSULTANT SERVICES AND TECHNICAL SUPERVISION OF THE WORKS IN THE FINAL STAGE OF THE PROJECT FOR THE COMPLETION OF THE MODERNISATION OF ARCHAEOLOGICAL SITES OF THE HISTORICAL HERITAGE OF EGYPT Ref: TSA0080095 undertakes on their behalf or on behalf of the company they represent, to provide the object of these specifications for a total amount of _____ EUROS (_____ €)

VAT included in accordance with the following table of units and prices:

TABLE OF UNITS AND PRICES

	Description	Med.	ud.	Unit price	AMOUNT
1	TECHNICAL SUPERVISION OF WORKS - FINAL PHASE				
1.1	Preliminary report on the evaluation of the systems prior to the monitoring of Final Phase of the works.	1,00	Ut		
1.2	Monthly technical supervision and monitoring of the works in their final phase - Issuance of a monthly technical report.	5,00	Month		
	Monthly activities included in all the sites of the Project in Gizah and Luxor, for the completion of the Works described as follows: - Technical assessment in the definition of the scope of works, with the necessary degree of detail such as to allow their execution and commissioning. Preparation of technical reports on potential changes of scope, technical studies and analysis of the required alterations of scope, evaluating impacts on cost and time. - Monitoring of the works and technical control of the execution, deeply following the progress of the works, verification of measurements and preparation of plans or technical details. Includes issuance of a "Monthly Report on the technical monitoring of the works". - Technical support for the resolution of blockages or problems arising on site, identification of solutions by proposing alternatives for the resolution				

ANNEX I					
	<p>of conflicts. Includes technical analyses and proposals for alternative solutions if necessary.</p> <ul style="list-style-type: none"> - Definition, supervision and validation of technical tests, assisting in the process of starting-up and commissioning of systems. Issuance of "System Completion Technical Reports", as each system is commissioned and finalised. - Review, validation and compilation of as-built documentation provided by the different installers. Preparation of the "End of Works General Report" with the necessary and sufficient documentation for the correct completion of the service to formally hand over and proceed to the Definitive Deliverance of the works. <p>The monthly service fee shall include at least the following means:</p> <ul style="list-style-type: none"> - One (1) week of on-site support over the field in Egypt attended by a qualified Senior Consultant of the MAIN TEAM, considering five (5) working days plus two (2) travel days. - Permanent support of a local Senior Consultant in the field: one (1) Electrical or Electronics Engineer working in Luxor on a full time basis, providing ad hoc support in Gizah with physical attendance at site meetings in Egypt on demand. - Attendance to weekly meetings with Tragsa (well by videoconference or in person) and attendance on demand to technical meetings for specific topics.- Technical support and assessment from the Consultants of the Main Team on demand during the rest of the month 				
1.3	Additional on-site missions with technical support	5,00	Ut		
	One (1) additional week of field presence attended by a qualified Senior Consultant of the MAIN TEAM, (in Gizah and Luxor). A mission report on the topics covered will be issued at the end of the mission, which must be provided as a supporting document.				
2	COORDINATION OF EDUCATION AND TRAINING				
2.2	A.T. Training Coordination - Systems in LUXOR	1,00	Ut		
	Coordination and supervision of the training actions, at the end of the works of each system in LUXOR, for the transfer of knowledge on the designated local staff, providing the necessary documentation for the delivery of the Training, to be delivered to the final beneficiary SCA, guaranteeing the correct handling and operation of the installed systems. Includes preparation of documentation (2 weeks) and on-site coordination in the delivery of on-site training services (2 weeks).				
	Total (excluding VAT)				208.602,47 €
N/A % VAT					- €
TOTAL BASIC TENDER BUDGET:					208.602,47 €

ANNEX I

The service shall be carried out in accordance with these specifications and the technical specifications that govern this tender, and any clarification or comment introduced by the bidders that opposes, contradicts, or may be susceptible to an interpretation contrary to that established in the aforementioned specifications shall be deemed not to have been made.

STATEMENT FROM THE BIDDER:

In relation to the selection criteria, we offer:

Criteria related to personnel: Experience of the personnel assigned to the Technical Assistance

(maximum 70.0 points).

- General cumulative experience of the Main Team associated with the bid: we offer _____ (number of years) of cumulative years of general experience provided by the Main Team (two Senior Consultants), according to the CVs submitted in the Offer.

- Specific experience of the Main Team associated with the bid: we offer _____ (number of Contracts) of specific experiences of the Main Team assigned to the Technical Assistance in the last 5 years; in the implementation and technical supervision of projects/works of a similar type to the subject of the contract, according to the list of works provided in the Offer.

- Experience of the local engineer associated with the bid: we offer _____ (number of years) of cumulative years of professional experience provided by the Local Consultant, according to the CV submitted in the Offer.

Signature of the legal representative of the bidding company

ANNEX II**ANNEX II. STANDARD FORM FOR THE RESPONSIBLE DECLARATION OF COMPLIANCE WITH THE MINIMUM REQUIREMENTS TO BE ADMITTED TO THE TENDER FOR THE CONTRACTING PROCESS OF SERVICIOS DE INGENIERÍA Y SUPERVISIÓN TÉCNICA DE LAS OBRAS EN LA FASE FINAL DEL PROYECTO DE FINALIZACIÓN DE LAS OBRAS DE MODERNIZACIÓN DE EMPLAZAMIENTOS ARQUEOLÓGICOS DEL PATRIMONIO HISTÓRICO DE EGIPTO.****INDEX**

This form consists of the following parts and sections:

Part I. Information on the procurement proceedings and the contracting authority or contracting entity.**Part II. Information on the economic operator (tendering or candidate company).**

Section A: Information on the economic operator.

Section B: Information on the economic operator's representatives.

Section C: Information on recourse to the capacity of other entities.

Section D: Information concerning subcontractors on whose capacity the economic operator does not rely.

Section E: Professional Qualification Information.

Section F: Information on the economic operator's workforce, which may be used as a tie-breaking criterion.

Part III. Exclusion Criteria:

Section A: Grounds relating to criminal convictions.

Section B: Reasons relating to the payment of tax or social security contributions.

Section C: Insolvency, conflict of interest or professional misconduct grounds.

Section D: Other grounds for exclusion which may be provided for in the national law of the Member State of the contracting authority or contracting entity.

Part IV. Selection Criteria:

Section α: Global indication relating to all selection criteria.

Section A: Suitability.

Section B: Economic and financial solvency.

Section C: Technical and Professional Capacity.

Section D: Quality assurance systems and environmental management standards.

Part V. Reducing the number of qualified candidates.**Part VI. Final Statements.**

ANNEX II

PART I: INFORMATION ON THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY
Information on the recruitment procedure¹

The information required in Part I shall be indicated by the contracting authority. If this is not the case, such information shall be provided by the economic operator.²

Identity of the contractor³	Reply
Name:	
What hiring is involved?	Reply
Title or brief description of the procurement: ⁴	
File reference number assigned by the contracting authority or contracting entity (where applicable):	

PART II: INFORMATION ON THE ECONOMIC OPERATOR

Section A: Information on the economic operator

Identification	Reply
Name:	
VAT number, if applicable: ⁵ If no VAT number is available, indicate, where appropriate and where required, another national identification number.	
Postal address:	
Contact person(s):	
Phone:	
E-mail:	
Internet address (website address, if any): ⁶	

ANNEX II

General information	Reply
Is the economic operator a micro, small or medium-sized enterprise? ⁷	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Only in case of reserved procurement:⁸ is the economic operator a sheltered workshop or a social enterprise or does it foresee that the contract will be implemented in the framework of sheltered employment programmes?</p> <p>If the answer is yes,</p> <p>What is the corresponding percentage of disabled or disadvantaged workers?</p> <p>If necessary, specify to which category or categories the disabled or disadvantaged workers concerned belong.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If applicable, is the economic operator registered on an official list of approved economic operators or has an equivalent certificate (e.g. under a national (pre-)qualification system ⁹)?	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>
<p>If yes:</p> <p>Please answer the remaining questions in this section, section B and, where appropriate, section C of this part, complete, where appropriate, part V, and, in all cases, complete and sign part VI.</p> <p>(a) State the name of the list or certificate and the relevant registration or certification number:</p> <p>(b) If the certificate of registration or certification is available in electronic format, please indicate:</p> <p>(c) Indicate the references on which the registration or certification is based and, where appropriate, the classification obtained in the official list:¹⁰</p> <p>(d) Does the registration or certification meet all the required selection criteria?</p>	<p>a)</p> <p>(b) (website address, issuing authority or body, exact reference of the documentation):</p> <p>c)</p> <p>d) Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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<p>If no:</p> <p>Please also provide the missing information in part IV, sections A, B, C or D, as appropriate.</p> <p>ONLY when so required by the relevant notice or procurement documents:</p> <p>(e) Can the economic operator provide a certificate in respect of the payment of social security contributions and taxes or provide information enabling the contracting authority or contracting entity to obtain it directly from a national database of any Member State which may be consulted free of charge?</p> <p>If the relevant documentation is available in electronic format, please indicate:</p>	<p>e) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(website address, issuing authority and body, exact reference of the documentation):</p>
Form of participation	Reply
Is the economic operator participating in the procurement procedure together with others? ¹¹	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, make sure that the other parties submit a separate DEUC form.¹²	
If yes:¹³	
(a) Indicate the economic operator's role within the group (main responsible party, responsible for specific tasks, etc.):	a)
(b) Indicate the other economic operators participating in the procurement procedure jointly:	b)
c) If applicable, name of the participating group:	c)
Lots	Reply
Where applicable, indication of the lot or lots for which the economic operator wishes to submit a tender:	

ANNEX II
Section B: Information on the economic operator's representatives

Where appropriate, indicate the name and address of the person or persons authorised to represent the economic operator for the purposes of this procurement procedure.

Representation, if any	Reply
Name and surname: Along with date and place of birth, if applicable:	
Position/Capacity in which you act:	
Postal address:	
Phone:	
E-mail:	
If necessary, please provide detailed information on the representation (its forms, scope, purpose,...).	

Section C: Information on the use of the capacity of other entities

Resource	Reply
Does the economic operator rely on the capacity ¹⁴ of other entities to satisfy the selection criteria in Part IV and the criteria and standards (if any) in Part V below?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>If yes, provide a separate DEUC form for each of the entities concerned, containing the information required in sections A and B of this part and in part III, duly completed and signed by those entities.</p> <p>This also includes technical staff or technical bodies not belonging directly to the economic operator's undertaking, in particular those responsible for quality control and, in the case of works contracts, the technical staff or technical bodies at the disposal of the economic operator for the execution of the work.</p> <p>Whenever relevant with regard to the specific capacity(ies) relied upon by the economic operator, the information required in Parts IV and V shall be provided for each of the entities concerned.¹⁵</p>	

ANNEX II
Section D: Information concerning subcontractors whose capacity is not relied upon by the economic operator

This section shall only be completed if it is expressly required in section 15.3 of the Table of Characteristics of the Specifications (CCP).

Subcontracting
Reply

Does the economic operator intend to subcontract any part of the contract to third parties?

 Yes ☐

 No ☐

If so, and to the extent known, list the subcontractors envisaged:¹⁶

In the event that such information is required, in addition to that provided for in this section, provide the information required in sections A and B of this part and in part III for each subcontractor, or each category of subcontractor concerned.

Section E: Professional Qualification Information

This section shall only be completed if it is expressly required in section 5.1 of the Table of Characteristics of the Specifications (CCP).

Professional Qualification
Reply

Does the economic operator have the professional qualification required to carry out the work?

 Yes ☐

 No ☐

If yes, please specify:

Section F: Information on the number of staff of the economic operator possibly considered as a tie-breaking criterion

For the purposes of the provisions of article 147.2 of the LCSP, the following data are requested in order to be able to resolve the ties in the event that they occur:

General information
Reply

a) Percentage of disabled workers in the company's workforce:

a)

(b) Percentage of temporary contracts in the company's workforce

b)

(c) Percentage of women employed in the company's workforce

c)

ANNEX II	
PART III: GROUNDS FOR EXCLUSION	
Section A: Grounds relating to criminal convictions	
Article 57(1) of Directive 2014/24/EU provides for the following grounds for exclusion: Participation in a criminal organisation.¹⁷ Corruption.¹⁸ Fraud.¹⁹ Terrorist offences or offences linked to terrorist activities.²⁰ Money laundering or terrorist financing.²¹ Child labour and other forms of trafficking in human beings.²²	
Grounds relating to criminal convictions in accordance with national provisions²³ implementing the grounds set out in Article 57(1) of Directive 2014/24/EU	Reply
<p>Has the economic operator himself, or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision-making or control therein, been convicted by a final judgment for any of the reasons listed above, which has been handed down not more than five years previously or which directly establishes a period of exclusion that remains applicable?</p> <p>If the relevant documentation is available in electronic format, please indicate: (website address, issuing authority or body, exact reference of the documentation):²⁴</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
If yes, please indicate:²⁵ (a) Date of conviction, specifying which of items 1 to 6 is concerned and the reasons for the conviction:	a) Date: point(s): reason(s):
b) Identification of the convicted person:	b)
(c) To the extent provided for directly in the sentence:	(c) Duration of the exclusion period and points concerned: If the relevant documentation is available in electronic format, please indicate: (website address, issuing authority or body, exact reference of the documentation ²⁶):
In case of conviction, has the economic operator taken steps to demonstrate its credibility despite the existence of a relevant ground for exclusion (self-correction)? ²⁷	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
If the answer is yes, please describe the measures taken:²⁸	-

Section B: Reasons relating to the payment of taxes or social security contributions		
Payment of taxes or social security contributions	Reply	
Has the economic operator fulfilled all its obligations relating to the payment of taxes or social security contributions , both in the country in which it is established and in the Member State of the contracting authority ²⁹ or the contracting entity, if different from its country of establishment?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If no , please indicate:	Taxes	Social Security Contributions
a) Country or member concerned	a)	a)
b) How much is the amount in question?	b)	b)
c) How has such non-compliance been established?	-	-
1) By means of an administrative or judicial decision:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
- Is this resolution final and binding?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
- Indicate the date of the conviction or sentence.	-	-
- In case of conviction, and provided that it is directly established in the conviction , the duration of the exclusion period.	-	-
2) By other means. Please specify.	-	-
d) Has the economic operator fulfilled his obligations by payment or binding agreement for the payment of taxes or social security contributions due, including, where appropriate, any interest due or fines imposed?	If yes , please specify: -	If yes , please specify: -
If the relevant documentation relating to the payment of taxes or social security contributions is available in electronic format, please indicate:	(website address, issuing authority or body, exact reference of the documentation): ³⁰ -	

Section C: Insolvency, conflict of interest or professional misconduct grounds ³¹	
Information concerning any possible insolvency, conflict of interest or professional misconduct	Reply
<p>To the best of its knowledge, has the economic operator failed to fulfil its obligations in the fields of labour, social and environmental legislation?³²</p> <p>If yes, has the economic operator taken steps to demonstrate its credibility despite the existence of this ground for exclusion (self-correction)?</p> <p>If yes, please describe the measures taken:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p>
<p>The economic operator is in one of the following situations³³</p> <p>a) Bankrupt</p> <p>(b) Subject to insolvency or winding-up proceedings</p> <p>(c) Has entered into an arrangement with its creditors</p> <p>(d) In any similar situation arising from a procedure of the same nature under national laws and regulations</p> <p>(e) Its assets are being administered by a liquidator or by the court</p> <p>(f) Its business activities have been suspended.</p> <p>If yes</p> <p>- Please specify:</p> <p>- Indicate the reasons why the operator is nevertheless capable of performing the contract, taking into account the applicable national provisions and measures concerning the continuation of the activity in such circumstances.³⁴</p> <p>If the relevant documentation is available in electronic format, please indicate:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p> <p>-</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p> <p>-</p>
<p>Has the economic operator been found guilty of grave professional misconduct?³⁵</p> <p>If yes, has the economic operator taken self-corrective measures?</p> <p>If yes, please describe the measures taken:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p>

ANNEX II	
<p>Has the economic operator entered into agreements with other economic operators that are intended to distort competition?³⁶</p> <p>If yes, please specify:</p> <p>If yes, please describe the measures taken:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p> <p>-</p>
<p>Is the economic operator aware of any conflict of interest due to its participation in the procurement procedure?³⁷</p> <p>If yes, please specify:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p>
<p>Has the economic operator or any undertaking connected with it advised the contracting authority or the contracting entity or been otherwise involved in the preparation of the procurement procedure?³⁸</p> <p>If yes, please specify:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p>
<p>Has the economic operator experienced early termination of a previous public contract, a previous contract with a procuring entity or a previous concession contract or the imposition of damages or other comparable penalties in relation to that previous contract?³⁹</p> <p>If yes, please specify:</p> <p>If yes, has the economic operator taken self-corrective measures?</p> <p>If yes, please describe the measures taken:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p>
<p>Can the economic operator confirm that it:</p> <p>(a) has not been found guilty of serious misrepresentation in supplying the information required to verify the absence of grounds for exclusion or the fulfilment of the selection criteria,⁴⁰</p> <p>(b) has not withheld such information,</p> <p>(c) has been able to provide the supporting documents required by the contracting authority or contracting entity without delay; and</p> <p>(d) has not attempted to unduly influence the decision-making process of the contracting authority or the procuring entity, to obtain confidential information that could give it undue advantage in the procurement procedure, or to negligently provide misleading information that could have a material influence on the exclusion, selection or award decisions?⁴¹</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

ANNEX II
Section D: Other grounds for exclusion which may be provided for in the national legislation of the Member State of the contracting authority or of the contracting entity

Purely national grounds for exclusion	Reply
Do the purely national grounds for exclusion specified in the relevant notice or procurement documents ⁴² apply?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If the documentation required in the relevant advertisement or solicitation documents is available in electronic format, please indicate:	(website address, issuing authority or body, exact reference of the documentation): ⁴³
If any of the purely national grounds for exclusion are applicable , has the economic operator taken self-corrective measures?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please describe the measures taken:	-

PART IV: SELECTION CRITERIA⁴⁴

With regard to the selection criteria (section α or sections A to D of this part), the economic operator declares that:

Section α : Overall indication of all selection criteria

The economic operator should only complete this box if, in the contract notice or in clause 5 of the cover page of the particular administrative clauses, it has been indicated that the economic operator may limit itself to completing section α of Part IV by omitting any other section of Part IV.

Fulfilment of all selection criteria	Reply
Meets the required selection criteria:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section A: Suitability

The economic operator is only required to provide information where compliance with the selection criteria is required in the contract notice or in clause 29.2 of the cover page of the particular administrative clauses.

Suitability	Reply
(1) He is registered in a professional or trade register in his Member State of establishment: If the relevant documentation is available in electronic format, please indicate: ⁴⁵	(website address, issuing authority or body, exact reference of the documentation):

ANNEX II	
<p>2) In the case of a service contract:</p> <p>Is it necessary to have a specific authorisation or to be affiliated to a certain organisation in order to be able to provide the service in question in the country of establishment of the economic operator?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please specify which authorisation or affiliation and indicate whether the economic operator fulfils this requirement:</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p>
<p>If the relevant documentation is available in electronic format, please indicate:</p>	<p>-</p>
<p>Section B: Economic and financial solvency</p>	
<p>The economic operator is only required to provide information where compliance with the selection criteria (solvency requirements) in question is required in the contract notice or in clause 29.2 of the cover page of the specific administrative specifications.</p>	
<p>Economic and financial solvency</p>	<p>Reply</p>
<p>(1a) Its annual (overall) turnover for the number of financial years required in the relevant notice or procurement documents is as follows:</p> <p>And/or</p>	<p>Exercise:</p> <p>Turnover:</p>
	<p>Exercise:</p> <p>Turnover:</p>
	<p>Exercise:</p> <p>Turnover:</p>
	<p>Exercise:</p> <p>Turnover:</p>
	<p>Exercise:</p> <p>Turnover:</p>
<p>(1b) Its average annual turnover during the number of financial years required by the relevant notice or procurement documents is as follows:⁴⁶</p> <p>If the relevant documentation is available in electronic format, please indicate:</p>	<p>(number of years, average turnover):</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p>

ANNEX II	
Economic and financial solvency	Reply
<p>(2a) Its annual (specific) turnover for the required number of financial years in the field of activity covered by the contract and specified in the relevant contract notice or procurement documents is as follows:</p>	Exercise: Turnover:
	Exercise: Turnover:
	Exercise: Turnover:
	Exercise: Turnover:
	Exercise: Turnover:
<p>And/or</p>	Turnover:
<p>(2b) Its average annual turnover in the area and over the number of financial years required in the relevant notice or procurement documents is as follows:⁴⁷</p> <p>If the relevant documentation is available in electronic format, please indicate:</p>	<p>(number of years, average turnover):</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p>
<p>(3) If the information on turnover (general or specific) is not available for the whole period under consideration, indicate the date on which the undertaking was set up or the economic operator started trading:</p>	-
<p>(4) For the financial ratios⁴⁸ specified in the relevant notice or procurement documents, the economic operator declares that the actual value of the required ratio(s) is (are) as follows:</p> <p>If this information is available in electronic format, please indicate:</p>	<p>(indication of the required ratio - ratio between x and y⁴⁹) and of the value⁵⁰:</p> <p>-</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p>
<p>(5) The amount insured under the economic operator's professional risk indemnity insurance is as follows:</p> <p>If this information is available in electronic format, please indicate:</p>	<p>-</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p>

ANNEX II

Economic and financial solvency	Reply
<p>(6) With regard to other economic or financial requirements, if any, specified in the relevant notice or in the procurement documents, the economic operator declares that:</p> <p>If the relevant documentation, if any, specified in the relevant notice or solicitation documents is available in electronic format, please indicate:</p>	<p>-</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p>

Section C: Technical and professional capacity

Technical and professional capacity	Reply																								
<p>(1a) Only in the case of public works contracts:</p> <p>During the reporting period,⁵¹ the economic operator has executed the following works of the specified type:</p> <p>If the relevant documentation relating to the successful execution and completion of major works is available in electronic format, please indicate:</p>	<p>Number of years (this period is specified in the relevant notice or procurement documents⁵²):</p> <p>Works:</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p>																								
<p>(1b) Only in the case of public supply contracts or public service contracts:</p> <p>During the reference period,⁵³ the economic operator has carried out the following main deliveries of the specified type or provided the following main services of the specified type: When listing, please indicate amounts, dates and public or private recipients:⁵⁴</p>	<p>Number of years (this period is specified in the relevant procurement notice or solicitation documents⁵⁵):</p> <table><tr><th>Description</th><th>Amounts</th><th>Dates</th><th>Addressees</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> <p>If further information is required, use: Table "further information".</p>	Description	Amounts	Dates	Addressees																				
Description	Amounts	Dates	Addressees																						
<p>2) It can call on the following technical staff or technical bodies,⁵⁶ especially those responsible for quality control:</p> <p>In the case of public works contracts, the economic operator may use the following technical staff or technical bodies to carry out the work:</p>	-																								

ANNEX II	
Technical and professional capacity	Reply
3) It employs the following technical facilities and measures for quality assurance and has the following study and research facilities at its disposal:	-
4) It may implement the following supply chain management and monitoring systems during the execution of the contract:	-
<p>(5) Where the goods or services to be supplied are complex or, exceptionally, in the case of goods or services which are necessary for a particular purpose:</p> <p>Will the economic operator authorise the verification⁵⁷ of its production capacity, its technical capacity and, where appropriate, the study and research facilities at its disposal and the quality control measures it will apply?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>6) The following persons hold the following educational and professional qualifications:</p> <p>(a) The service provider or contractor itself and/or (depending on the requirements set out in the relevant notice or procurement documents).</p> <p>(b) its senior management:</p>	<p>a)</p> <p>b)</p>
(7) The economic operator may apply the following environmental management measures when performing the contract:	-
(8) The economic operator's average annual staff and the number of managers during the last three years were as follows:	<p>Year, average annual workforce:</p> <p>, , , , , , , , , ,</p> <p>Year, number of managers:</p> <p>, , , , , , , , , ,</p>
(9) The economic operator shall have at his disposal the following machinery, material and technical equipment for the performance of the contract:	-
10) The economic operator may intend to subcontract ⁵⁸ the next part (i.e. percentage) of the contract	-

ANNEX II

Technical and professional capacity	Reply
<p>(11) In the case of public supply contracts:</p> <p>The economic operator shall provide the required samples, descriptions or photographs of the products to be supplied, without the need to attach certificates of authenticity.</p> <p>Where applicable, the economic operator also declares that it will provide the required certificates of authenticity.</p> <p>If the relevant documentation is available in electronic format, please indicate:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(website address, issuing authority or body, exact reference of the documentation):</p>
<p>(12) In the case of public supply contracts:</p> <p>Can the economic operator provide appropriate certificates issued by official quality control institutes or agencies of recognised competence attesting the conformity of the products, fully detailed by references to technical specifications or standards, as provided for in the relevant notice or procurement documents?</p> <p>If the answer is no, please explain why and indicate what other means of evidence can be provided.</p> <p>If the relevant documentation is available in electronic format, please indicate:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p>

Section D: Quality assurance systems and environmental management standards

The economic operator is only required to provide information where the application of quality assurance systems or environmental management standards is required in the contract notice or in clause 29.2 of the cover page of the particular administrative clauses.

Quality assurance systems and environmental management standards	Reply
<p>Will the economic operator be able to provide certificates issued by independent bodies attesting to compliance with the required quality assurance standards, in particular as regards accessibility for people with disabilities?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

ANNEX II
Quality assurance systems and environmental management standards
Reply

If the answer is no, please explain why and specify what other evidence of the quality assurance system is available to you.

-

If the relevant documentation is available in electronic format, please indicate:

(website address, issuing authority or body, exact reference of the documentation):

May the economic operator provide **certificates** issued by independent bodies attesting that it applies the **required environmental management systems or standards**?

Yes ☐

No ☐

If the answer is no, please explain why and specify what other means of evidence of **environmental management systems or standards** are available:

-

If the relevant documentation is available in electronic format,⁵⁹ please indicate:

(website address, issuing authority or body, exact reference of the documentation):

PART V: REDUCING THE NUMBER OF QUALIFIED CANDIDATES

In tendering procedures with negotiation, the economic operator is only required to provide information where objective and non-discriminatory criteria or rules to be applied to limit the number of candidates to be invited to participate in the tendering procedure have been specified in clause 40 of the cover page of the particular administrative clauses. This information, which may be accompanied by requirements as to the (types of) certificates or types of documentary evidence to be submitted, if any, is set out in the contract notice or in clause 40 of the cover page of the particular administrative clauses.

The economic operator declares that:

Number reduction
Reply

Does it meet the objective and non-discriminatory criteria or standards to be applied in limiting the number of candidates as follows:

Yes ☐

No ☐⁶¹

Where certain certificates or other types of documentary evidence are required, indicate for each of them whether the economic operator has the necessary documents.

If any of these certificates or other documentary evidence are available in electronic format,⁶⁰ please indicate for each of them:

(website address, issuing authority or body, exact reference of the documentation)⁶²:

PART VI: CONCLUDING STATEMENTS

The undersigned formally declares that the information provided in parts II-V is accurate and truthful and has been provided with full knowledge of the consequences of a serious misrepresentation.

The undersigned formally declares that he/she/they will be able to provide the certificates and other types of documentary evidence referred to without delay, when requested to do so, except if:

- (a) the contracting authority has the possibility of obtaining the supporting documents concerned directly by accessing a national database of any Member State which may be consulted free of charge,⁶³ or
- (b) from 18 October 2018⁶⁴ at the latest the contracting authority already possesses the documents in question.

I/We, the undersigned, formally consent to allow..... [insert contracting authority as listed in part I, section A] access to the documents supporting the information provided at:.....⁶⁵, for the purpose of [insert procurement procedure]:⁶⁶

Date, place and, where required or necessary, signature(s):

ANNEX II

TECHNICAL SOLVENCY

TABLE "DATA EXTENSION"

PROJECT/WORKS DESCRIPTION	IMPORT	DATES	TARGET

ANNEX II

TEXT NOTES

1. If a call for competition is not published in the Official Journal of the European Union (negotiated procedure without advertising), this information will be provided by the contracting authority.
2. The term "economic operator" is to be understood as a tendering or candidate undertaking.
3. The information in Section I, item I.1 of the invitation to tender must be reproduced. In case of joint procurement, please indicate the names of all contractors.
4. See points 0 and 1 of the Table of Characteristics of the Specifications (CCP).
5. Spanish citizens or companies must indicate their NIF; non-Spanish citizens residing in Spain, the NIE; companies belonging to an EU Member State, NIF-IVA or intra-community NIF or, if applicable, the DUNS number; foreign companies from a non-EU State must provide the DUNS number.
6. Indicate if you have one.
7. See Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJ L 124, 20.5.2003, p. 36). This data is requested for statistical purposes only.
Microenterprise: a company with fewer than 10 employees and whose annual turnover or annual balance sheet total does not exceed 2 million euros.
Small company: a company with fewer than 50 employees and an annual turnover or balance sheet total not exceeding 10 million euros.
Medium-sized enterprise: an enterprise which is neither a microenterprise nor a small enterprise, which has fewer than 250 employees and whose annual turnover does not exceed EUR 50 million or whose annual balance sheet total does not exceed EUR 43 million.
8. See the Fourth Additional Provision of the LCSP.
9. To indicate whether the certificate of registration or certification is available in electronic format, the website of the Official Register of Tenderers and Classified Companies in the Public Sector is <https://registrodelicitadores.gob.es>, the issuing authority or body is the State Administrative Contracting Advisory Board, and the "exact reference of the documentation" should be understood to refer to the company's NIF, CIF, NIE, VIES or DUNS, as the case may be.
10. References and classification, if applicable, are given in the certification.
11. In particular, within a group, consortium, joint venture or similar (joint venture).
12. In the event that two or several companies present themselves in a group of companies or under the commitment to formally constitute a Temporary Business Association if they are awarded the contract, they must present a duly completed Annex II, signed by each of the companies and containing parts II, III, IV and V.
13. In the event that several economic operators jointly submit bids with the commitment to formally form a joint venture if they are awarded the contract, they must also submit a commitment to formally form a joint venture in accordance with the model contained in the corresponding annex to the specific administrative clauses.
14. Capacity is to be understood as solvency.
15. For example, in the case of technical bodies responsible for quality control: Part IV, Section C, point 3.
16. Indicate the data required in paragraph 15 of the CCP.
17. As defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).
18. As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (OJ C 195, 25.6.1997, p. 1) and Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This ground for exclusion also covers corruption as defined in the national law of the contracting authority (contracting entity) or economic operator.
19. Within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48).
20. As defined in Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3). This ground for exclusion also covers instigating or aiding and abetting the commission of an offence or an attempt to commit an offence, as referred to in Article 4 of the Framework Decision.
21. As defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).
22. As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).
23. For these purposes, letter a) of paragraph 1 of Article 60.1 of the TRLCSP includes as prohibitions on contracting "Having been convicted by final judgment for crimes of terrorism, constitution or integration of a criminal organisation or group, illicit association, illegal financing of political parties, trafficking in human

ANNEX II

beings, corruption in business, influence peddling, bribery, bribery, prevarication, fraud, negotiations and activities prohibited to civil servants, (...), crimes against workers' rights, embezzlement, money laundering, crimes relating to spatial planning and urban planning, protection of historical heritage and the environment, or disqualification from public service, or disqualification from public service.), offences against workers' rights, embezzlement, money laundering, offences relating to town and country planning, the protection of historical heritage and the environment, or the penalty of special disqualification from the exercise of a profession, trade, industry or commerce. The prohibition to contract shall extend to legal persons who are declared criminally liable, and to those whose administrators or representatives, whether de jure or de facto, in their position or representation and until their cessation, are in the situation mentioned in this section".

24. Repeat as many times as necessary.
25. Repeat as many times as necessary.
26. Repeat as many times as necessary.

27. In accordance with national provisions implementing Article 57(6) of Directive 2014/24/EU.
28. The explanation should demonstrate the appropriateness of the measures taken taking into account the nature of the offences committed (punctual, repeated, systematic, etc.).
29. For these purposes, letter a) of section 1 of Article 60 TRLCSP includes as a prohibition on contracting "Having been convicted by final judgement for (...) offences against the Public Treasury and Social Security (...)" ; letter d) of the same section establishes as a prohibition on contracting "Not being up to date with tax or Social Security obligations imposed by the provisions in force, in the terms determined by regulations." ; letter d) of the same section establishes as a prohibition on contracting "Not being up to date with tax or Social Security obligations imposed by the provisions in force, in the terms that are determined by regulation" ; and letter f) of said section "being affected by a prohibition on contracting imposed by virtue of a firm administrative sanction, in accordance with the provisions of Law 38/2003, of 17 November, General Subsidies Law, or in Law 58/2003, of 17 December, General Taxation Law".
30. Repeat as many times as necessary.
31. See Article 57(4) of Directive 2014/24/EU. However, it should be noted that the following grounds for exclusion should be interpreted in accordance with national law, as will be indicated on a case-by-case basis.
32. As referred to for the purposes of this procurement in national law, in the relevant notice or procurement documents or in Article 18(2) of Directive 2014/24/EU.
For these purposes, letter b) of section 1 of Article 60 TRLCSP includes among the prohibitions on contracting having been firmly sanctioned for:
 - a) very serious infringement in labour or social matters, in accordance with the provisions of the Consolidated Text of the Law on Infringements and Penalties in the Social Order, approved by Royal Legislative Decree 5/2000, of 4 August, as well as for the serious infringement provided for in article 22.2 of the aforementioned text.
 - b) very serious infringement in environmental matters, in accordance with the provisions of Law 21/2013, of 9 December, on environmental assessment; in Law 22/1988, of 28 July, on Coasts; in Law 4/1989, of 27 March, on the Conservation of Natural Spaces and Wild Flora and Fauna; in Law 11/1997, of 24 April 1997, on Packaging and Packaging Waste; in Law 10/1998, of 21 April 1998, on Waste; in the Revised Text of the Water Law, approved by Royal Legislative Decree 1/2001, of 20 July 2001, and in Law 16/2002, of 1 July 2002, on Integrated Pollution Prevention and Control.

And letter d) of section 1 of Article 60 TRLCSP includes among the prohibitions on contracting "(...) in the case of companies with 50 or more workers, not complying with the requirement that at least 2 percent of their employees are workers with disabilities, in accordance with Article 42 of Royal Legislative Decree 1/2013, of 29 November, which approves the Consolidated Text of the General Law on the Rights of Persons with Disabilities and their Social Inclusion, under the conditions that are determined by regulation".
33. See national legislation, the relevant notice or the procurement documents. For these purposes, letter c) of section 1 of Article 60 TRLCSP establishes as a prohibition to contract with the entities provided for in Article 3 TRLCSP, "having requested the declaration of voluntary insolvency, having been declared insolvent in any procedure, being declared in insolvency, unless in this an agreement has become effective, being subject to judicial intervention or having been disqualified in accordance with Law 22/2003, of 9 July, Insolvency, without the period of disqualification established in the sentence of qualification of the insolvency having concluded".
34. This information need not be provided if the exclusion of economic operators in one of the cases referred to in points (a) to (f) is mandatory under the applicable national legislation, without any possible exception even if the economic operator is in a position to perform the contract. The provisions of Article 60(1)(c) of the TRLCSP will apply.
35. If applicable, see the definitions in national legislation, the relevant notice or the procurement documents. On this point, the provisions of letter b) of paragraph 1 of Article 60 TRLCSP will be applied, which establishes as a prohibition with the entities provided for in Article 3 TRLCSP, "having been firmly sanctioned for a serious infringement in professional matters, (...)".
36. As indicated in national legislation, the relevant announcement or the contracting specifications. On this point, the provisions of letter b) of paragraph 1 of Article 60 TRLCSP will be applied, which establishes as a prohibition with the entities provided for in Article 3 TRLCSP, "having been firmly sanctioned for a serious infringement in matters (...) of distortion of competition".
37. Letter g) of section 1 of Article 60 TRLCSP includes as a prohibition to contract "being the natural person or the administrators of the legal person in any of the cases of Law 5/2006, of 10 April, on the Regulation of Conflicts of Interest of Members of the Government and Senior Officials of the General State Administration or the respective regulations of the Autonomous Communities, of Law 53/1984, of 26 December 1984, on Incompatibilities of Personnel in the Service of the Public Administrations or being any of the elective offices regulated in Organic Law 5/1985, of 19 June 1985, on the General Electoral System, under the terms established therein. The prohibition shall extend to legal entities in whose capital the personnel and senior officials referred to in the preceding paragraph, as well as the elected officials in their service, have an interest, under

the terms and for the amounts established in the aforementioned legislation. The prohibition also extends, in both cases, to spouses, persons linked by an analogous relationship of affective cohabitation, ascendants and descendants, as well as relatives to the second degree by blood or affinity of the persons referred to in the preceding paragraphs, when there is a conflict of interest with the head of the contracting body or the heads of the bodies to which the power to contract has been delegated or those who exercise the substitution of the former" and letter h) "To have contracted persons with respect to whom the non-compliance referred to in Article 18 has been published in the Official State Gazette.6 of Law 5/2006, of 10 April, on the Regulation of Conflicts of Interest of Members of the Government and Senior Officials of the General State Administration or in the respective regulations of the Autonomous Communities, for having gone on to provide services in private companies or firms directly related to the competencies of the post held during the two years following the date of leaving the post. The prohibition on hiring shall be maintained for as long as the person hired remains within the organisation of the company, with a maximum limit of two years from the date on which he/she ceases to hold a senior position".

38. In accordance with Article 56.1 TRLCSP "companies that have participated in the preparation of the technical specifications or preparatory documents of the contract may not bid for tenders whenever such participation may cause restrictions to free competition or imply privileged treatment with respect to the rest of the bidding companies". Likewise, the contract for the supervision, supervision, control and management of the execution of works and installations may not be awarded to the company awarded the corresponding works contract or to any of the companies related to it in accordance with Article 42 of the Commercial Code.
39. Letter c) of paragraph 2 of Article 60 TRLCSP states as a prohibition on contracting "Having breached the clauses that are essential to the contract, including the special conditions of execution established in accordance with the provisions of Article 118, when such breach has been defined in the specifications or in the contract as a serious breach, with fraud, fault or negligence in the employer, and provided that it has given rise to the imposition of penalties or compensation for damages" and letter d) of that section includes "Having given rise to the imposition of penalties or compensation for damages", and letter d) of said section includes "Having given rise, for a cause for which they have been found guilty, to the final termination of any contract entered into with an entity included in Article 3 of the TRLCSP".
40. Letter e) of section 1 of Article 60 TRLCSP includes as a prohibition to contract ""Having committed falsehood in making the responsible declaration referred to in Article 146 (TRLCSP) or in providing any other data relating to their capacity and solvency, or having failed, for a cause attributable to them, to comply with the obligation to communicate the corresponding information regarding classification and that relating to the registers of bidders and classified companies"; and letters a) and b) of section 2 of Article 60: "Having improperly withdrawn its proposal or candidature in an award procedure, or having made it impossible to award the contract in its favour by failing to comply with the provisions of Article 151(2) within the specified time limit through intent, fault or negligence" and "Having failed to formalise the contract, which has been awarded in its favour, within the time limits provided for in Article 156.3 for reasons attributable to the successful tenderer".
41. See letter e) of section 1 of Article 60 TRLCSP, which states that it is a prohibition on contracting.
42. Letter f) of section 1 of Article 60 TRLCSP includes as a prohibition to contract Being affected by a prohibition to contract imposed by virtue of a firm administrative sanction, in accordance with the provisions of Law 38/2003, of 17 November, General Subsidies, or in Law 58/2003, of 17 December, General Taxation.
43. Repeat as many times as necessary.
44. Selection criteria should be understood as the solvency requirements set out in paragraph 5 of the SPC.
45. As provided for in Annex XI to Directive 2014/24/EU; economic operators in certain Member States may have to comply with further requirements set out in that Annex.
46. Only if the relevant notice or procurement documents allow it (see section 5 of the CCP).
47. Only if the relevant notice or procurement documents allow it (see section 5 of the CCP).
48. For example, the ratio of assets to liabilities.
49. For example, the ratio of assets to liabilities.
50. Repeat as many times as necessary.
51. See clause 5 of the CCP.
52. See clause 5 of the CCP.
53. See clause 5 of the CCP.
54. In other words, all recipients should be listed and the list should include both public and private customers of the supplies or services concerned.
55. See section 5 of the CCP.
56. In the case of technical personnel or technical bodies which are not directly integrated into the economic operator's business but on whose capacity the economic operator relies, as referred to in Part II, Section C, separate DECLARATION OF RESPONSIBILITY forms must be completed.
57. The verification shall be carried out by the contracting authority or, where the contracting authority so authorises, on its behalf by a body of the country in which the supplier of supplies or services is established.

ANNEX II

58. Note that if the economic operator has decided to subcontract a part of the contract and has the capacity of the subcontractor to carry out that part, a separate STATEMENT OF RESPONSIBILITY must be completed in relation to that subcontractor (see part II, section C, above).
59. Indicate clearly to which element the answer refers.
60. Repeat as many times as necessary.
61. Repeat as many times as necessary.
62. Repeat as many times as necessary.
63. Provided that the economic operator has supplied the necessary information (website address, issuing authority or body, exact reference of the documentation) to enable the contracting authority to do so. If necessary, consent to access this database must be given.
64. Depending on the implementation at national level of the second subparagraph of Article 59(5) of Directive 2014/24/EU.
65. Indicate the relevant part(s)/section(s)/item(s)] of this Single European Procurement Document. 66 Give a brief description, publication reference in the Official Journal of the European Union, reference number.

ANNEX III

ANNEX III: COMMITMENT OF RESOURCES

Mr/Mrs/Ms _____ in the capacity of _____ with
National Identity Document no.: _____, in his/her own name or on behalf of the com-
pany _____, with C.I.F/ Tax Identification Number
_____, in order to participate in the contracting called _____ on
date _____

undertakes to assign sufficient personal or material resources for the execution of the contract, and specifically
the following resources (which, where appropriate, are established by the contracting body):

A) Commitment to assign personal resources:

B) - Commitment to assign material resources:

The means indicated in letters A) and B) above will form part of the proposal presented by this company and,
therefore, will be of a contractual nature. Consequently, this company undertakes, in the event of being
awarded the contract, to maintain said means during the period of execution of the project for the work that
constitutes the object of this contract and to notify the contracting body of any variation that may occur with
respect to the same.

In _____ on _____ of _____ of 20 _____

(COMPANY STAMP AND SIGNATURE OF LEGAL REPRESENTATIVE)

SIGNED: _____

Mr/Ms. CHAIRPERSON OF THE BUREAU/ CONTRACTING BODY
Company of Agrarian Transformation, S.A. , S.M.E. , M.P.
_____ Branch Office

ANNEX IV

**ANNEX IV: RESPONSIBLE DECLARATION BY THE TENDER INDICATING THE BUSINESS GROUP
(Article 76.2 of the LCSP).**

I.-IDENTIFICATION OF THE LEGAL REPRESENTATIVE

NAME: _____
 FIRST SURNAME: _____
 2ND SURNAME: _____
 DNI / NIF / NIE / PASSPORT: _____
 POWER OF ATTORNEY: (JOINT/SEVERAL/OTHER...) _____
 POWER OF ATTORNEY REFERENCE: _____

II.-IDENTIFICATION OF THE BIDDER (natural or legal person)

NAME OR COMPANY NAME: _____
 COMMERCIAL NAME: _____
 CIF / NIF / TIN: _____

REGISTERED OFFICE

STREET AND NUMBER: _____
 TOWN: _____
 PROVINCE: _____
 COUNTRY: _____
 ZIP CODE: _____
 TELEPHONE: _____
 FAX: _____
 E-MAIL: _____
 WEB ADDRESS: _____

DECLARES RESPONSIBLY:

- a) That the bidder it represents is part of the following business group:

 b) That the following companies from the business group are submitting bids for this tender:

(Place, date, company stamp and signature of legal representative)

In _____ on _____ of _____ of 20____.

(COMPANY STAMP AND SIGNATURE OF LEGAL REPRESENTATIVE)

SIGNED: _____

Mr/Ms. CHAIRPERSON OF THE BUREAU/ CONTRACTING BODY
 Empresa de Transformación Agraria, S.A., S.M.E. M.P.

ANNEX VI

ANNEX VI: RESPONSIBLE DECLARATION OF THE TENDERER REFERRED TO IN ARTICLE 159.4 OF THE LCSP, FOR SIMPLIFIED OPEN PROCEDURE TENDERS

I.-IDENTIFICATION OF THE LEGAL REPRESENTATIVE

NAME: _____
 FIRST SURNAME: _____
 2ND SURNAME: _____
 DNI / NIF / NIE / PASSPORT: _____
 POWER OF ATTORNEY: (JOINT/SEVERAL/OTHER..) _____
 POWER OF ATTORNEY REFERENCE: _____

II.-IDENTIFICATION OF THE BIDDER (natural or legal person)

NAME OR COMPANY NAME: _____
 COMMERCIAL NAME: _____
 CIF / NIF / NIE: _____

REGISTERED OFFICE

STREET AND NUMBER: _____
 TOWN: _____
 PROVINCE: _____
 COUNTRY: _____
 ZIP CODE: _____
 TELEPHONE: _____
 FAX: _____
 E-MAIL: _____
 WEB ADDRESS: _____

In accordance with the provisions of Article 159, paragraph 4 of Law 9/2017, of 8 November, on Public Sector Contracts

DECLARES RESPONSIBLY:

- a) That he/she can prove that he/she has sufficient power to make this declaration and to sign the bid for this tender.
- b) That the company he/she represents will accredit its personality and capacity to act as required in the bidding documents.
- c) That it irrevocably undertakes to provide the technical and human resources required by the specifications for the execution of the contract.
- d) That it does not incur in any prohibitions on contracting, including those relating to tax and Social Security obligations.
- e) That it has the qualifications and certifications specially required in the Tender Document.

ANNEX VI

f) That it meets the requirements of economic and financial and professional or technical solvency. These requirements have been met by his/her represented party since the date of the deadline for submission of proposals. (*)

g) That it is participating in the bidding process in a **joint venture** with the following companies, each of which participates in the percentage indicated and has assumed the commitment to formally form the joint venture if awarded the contract: (**)

h) That it submits to the jurisdiction of the Spanish courts and tribunals of any order, for all the incidences that in a direct or indirect way could arise from the contract, waiving, where applicable, any foreign jurisdictional jurisdiction that could correspond to it (***).

i) That it undertakes to accredit the above when required to do so by the Administration within a non-extendable period of ten working days.

j) That the bidder it represents is part of the following business group:

k) That the following companies from the business group are submitting bids for this tender:

l) Submitting bids for the following lots (****)

(Place, date, company stamp and signature of legal representative)

Mr/Ms CHAIRPERSON OF THE BUREAU/ CONTRACTING BODY

Company of Agrarian Transformation, S.A., S.M.E., M.P.

Branch of _____

(*) *Only cases of Art. 159.1 of the LCSP.*

(**) *Only in the event of a joint venture.*

(***) *Only in the case of foreign companies*

(****) *Only in the event of submitting bids for specific lots.*

ANNEX VII

ANNEX VII: DECLARATION ON THE PART OF THE SUBJECT MATTER OF THE CONTRACT THE EXECUTION OF WHICH IS TO BE SUBCONTRACTED (Article 215.2 of the LCSP)

I.-IDENTIFICATION OF THE LEGAL REPRESENTATIVE.

NAME: _____
 FIRST SURNAME: _____
 2ND SURNAME: _____
 DNI / NIF / NIE / PASSPORT: _____
 POWER OF ATTORNEY: (JOINT/SEVERAL/OTHER...) _____
 POWER OF ATTORNEY REFERENCE: _____

II.-IDENTIFICATION OF THE BIDDER (natural or legal person)

NAME OR COMPANY NAME: _____
 COMMERCIAL NAME: _____
 CIF / NIF / TIN: _____
REGISTERED OFFICE
 STREET _____ AND _____ NUMBER: _____
 TOWN: _____
 PROVINCE: _____
 COUNTRY: _____
 ZIP CODE: _____
 TELEPHONE: _____
 FAX: _____
 E-MAIL: _____
 WEB ADDRESS: _____

DECLARES

That the execution of the following parts of the contract are to intended to be subcontracted, amounting on the basis of the price offered, to _____ Euros:
 _____ Euros (in words)

That the identification or business profile, defined by reference to the professional solvency conditions of the subcontractor or subcontractors that will execute the part to be subcontracted, referred to in letter a) of number 2 of **article 215 of the LCSP** are as indicated below:

- a) Identification
 - Name or company name:
 - Registered office:
 - NIF:
- b) Professional profile:
 - Technical solvency:

(Place, date, company stamp and signature of legal representative)
 Mr/Ms CHAIRPERSON OF THE BUREAU/ CONTRACTING BODY
 Company of Agrarian Transformation, S.A., S.M.E., M.P.
 Branch of _____

ANNEX VIII
ANNEX VIII: RESPONSIBLE DECLARATION ON OCCUPATIONAL RISK PREVENTION

In order to comply with R.D. 171/2004, which develops Article 24 of Law 31/1995, on the Prevention of Occupational Hazards, regarding the coordination of business activities, we ask you to duly complete the following document and check the boxes in the column "DECLARED" if this item is fulfilled and it applies to you.

The signatory, declares under his/her responsibility, that the data indicated in this document are true, and undertakes to justify it with documents when required by this company to sign the contract (according to the footnotes at the bottom of this document).

1. General data
Name or company name:
Registered office:
Phone:
Fax:
E-mail:
Activity:
Number of workers:
Mutual de Accidentes de Trabajo y Enf. Prof. (Employer's Liability Insurance):
2. Prevention Officer/Prevention Officer
Name:
Phone:
Position in the company:
E-mail:
3. Preventive organization
DECLARED

(to be completed by the Collaborator)

VERIFIED

(to be completed by the Tragsa Group)

3.1. Tick as appropriate

The preventive modality assumed must be accredited (e.g.: with the preventive activity contract with the SPA, if applicable)*.

It does not apply to Self-Employed Workers (unless they responsible for personnel).

a) Self-employed

☐
☐

b) Staff recruitment by the employer

☐
☐

c) Appointment of one or more workers

☐
☐

d) Own Prevention Service (SPP) and/or External Prevention Service (SPA)

Specialty	S.P.P.	S.P. A.	Entity
Safety at Work	<input type="checkbox"/>	<input type="checkbox"/>	
Industrial Hygiene	<input type="checkbox"/>	<input type="checkbox"/>	
Ergonomics and Psychosociology	<input type="checkbox"/>	<input type="checkbox"/>	
Occupational Medicine	<input type="checkbox"/>	<input type="checkbox"/>	

☐

ANNEX VIII

4. Prevention management	DECLARED (to be filled in by the Collaborator)	VERIFIED (to be completed by the Tragsa Group)
<p>Will personnel from your company work in Tragsa Group work centres or carry out field work? If yes, you should provide documentation accrediting the following questions:</p> <p>A list of personnel who will be working with the Tragsa Group must be provided (name and surname, ID number and professional category).</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>
<p>4.1. Do you have Risk Assessment and Preventive Planning for all the activities covered by this offer?</p> <p>Risk Assessment and Planning of the Preventive Activity must be provided for the subcontracted works and information about the indirect risks for third parties resulting from the development of the works by the company entrusted by the TRAGSA Group.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.2. Are the workers covered by this offer guaranteed training and information on preventive matters in their job? (art.18-19-20 of the PRL Law)</p> <p>A certificate of accreditation will be provided, with the signature of each worker and Prevention training entity.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.3. Is Personal Protective Equipment provided to each worker, depending on the risk of the work?</p> <p>Certification of delivery of PPE must be provided (document with signature of each worker).</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.4. Is special protection guaranteed for Sensitive Workers, Minors and Pregnant Women?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.5. Is Health Surveillance carried out according to the risks inherent to the jobs?</p> <p>Certificate of the medical aptitude of all the workers for the job in question (if they are included in Annex 1 of R.D. 39/1997), signed by an occupational physician or Waiver.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.6. Documentation of machinery and work equipment		
All work equipment to be used for the work is CE marked.	<input type="checkbox"/>	<input type="checkbox"/>
<p>Are you going to use machinery on Tragsa Group works? If yes, answer the following 3 questions:</p> <p><i>A list of the self-propelled machinery to be used in Tragsa Group activities (type of machine, make and model, ID number and registration number, if applicable). Proof of ownership must be provided, if not sufficiently justified with the following documentation</i></p>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>
<p>4.6.1. Does the machinery to be used for the work have a Declaration of Conformity and CE Marking? If not, does it have a Certificate of Adaptation to R.D. 1215/1997?</p> <p>A Declaration of Conformity or CE Marking (or, in its place, documentary evidence of compliance with R.D. 1215/1997) shall be provided for all machinery to be used in the work covered by the contract.</p>	<input type="checkbox"/>	<input type="checkbox"/>

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<p>4.6.2. Do the personnel who operate this equipment have Machinery Use Authorisation from the company?</p> <p>A Certificate of Authorisation shall be provided which lists each worker with the machines for which he/she is authorised to operate according to the training in safe operation received.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.6.3. Are the Operator Manual and Maintenance Handbook available for all machines?</p> <p>Both documents and a Maintenance Self-Certificate must be provided.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4.7. Other</p>		
<p>Are the Safety Data Sheets of the chemical products to be used given to the workers?</p> <p>Provide a list of the Safety Data Sheets of the chemical products that, if applicable, are to be used.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If you are going to subcontract part of the object of your contract, tick this box</p> <p>You must provide this same annex completed by each company and provide all the documentation described therein.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Person responsible for the company</p>		
<p>Name:</p>		<p>Date, Stamp and Signature:</p>
<p>Position in the company:</p>		
<p>Phone:</p>	<p>E-mail:</p>	

ANNEX IX (1)**ANNEX IX (1): DATA PROTECTION AND CONFIDENTIALITY CLAUSE WHEN A DATA CONTROLLER IS NOT CONSIDERED DUE TO THE OBJECT OF THE CONTRACT (TO BE INCLUDED IN THE CONTRACT)**

By virtue of the contract, both entities mutually transfer personal contact data to each other, for the purposes pursued by TRAGSA/TRAGSATEC, in accordance with the provisions of art.19 of the Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights (LOPDYGD):

Data embedded in emails for day-to-day contact, including presidential contacts, and other representative contact details

-Social network contacts

Data necessary for other related functions between both entities for the management of the contract.

-Other data processed in minutes and meetings

In order to regulate the communication of data between the parties, they enter into this agreement of communication of personal data for the purposes set out in the contract itself. In compliance with the provisions of Regulation (EU) 2016/679 (RGPD) and LOPDYGD, both parties are informed that the personal data provided or provided between them as a result of the signing of this contract, will be used for the management and execution agreed for the fulfilment of the purposes thereof.

The parties as data controllers or recipients respectively of such data declare they have informed the data subjects of the purpose for which the information is collected and of the other aspects relating to the processing of personal data, pursuant to the provisions of Articles 13 and 14 of the GDPR, as well as to facilitate the exercise of the rights provided for in Articles 15 to 22 of the GDPR by the data subjects at the e-mail address indicated below.

Each party, as data controller or recipient of the data, in addition to ensuring that the personal data communicated comply with the principles of art. 5 of the RGPD and are processed in accordance with art. 6 of the same legal text, must comply, among other things, with the provisions of the RGPD and LOPDYGD, and in particular, when personal data are processed, are subject to the provisions of articles 26, 28, 29 and 30 of the RGPD, in relation to:

1.- The completion of the corresponding register of personal data processing activities, with the requirements established for this purpose, which will be kept at the disposal of the AEPD, the purpose of the processing being the proper management of the contractual relationship, expressly consenting to the processing of the same for the purposes informed. When providing personal data of employees or third parties, both parties undertake to inform the data subjects of the aforementioned points, requesting their express consent, unless there is another legal basis for this, and providing them with the right to information provided for in articles 13 and 14 of the RGPD, as well as the exercise of the rights set out in articles 15 to 22 of the RGPD to the email address indicated below.

2.- Access by both parties to the personal data supports shall not be considered by law as communication or transfer of data, but rather, if applicable, as simple access to the same as a necessary element for the performance of the contractually established object.

With regard to the obligations of the parties in the cases of joint responsibility in the processing of personal data referred to in art. 29 of the LOPDYGD in relation to art. 26.1 of the RGPD, if personal data for which each of the parties is responsible for the processing is communicated between the parties, it will be carried out in accordance with the activities effectively performed by each of the parties jointly responsible for the processing, which will establish the means and purposes of the respective data processing, this clause serving as the document referred to in the aforementioned precept, and must comply with the provisions of the aforementioned RGPD and LOPDYGD, without prejudice to the possibility of being completed, where

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appropriate, with the corresponding annex.

In the event that either party transmits personal data to the other for processing on behalf of the other, the provisions of art. 28.3 of the RGPD shall apply, with compliance with the obligations by both the data controller and the processor in the aforementioned rule, as well as the provisions of art. 33 of the LOPDYGDD and the provisions of art. 32 of the RGPD for the guarantees and security measures necessary to ensure a level of security appropriate to the risk, in order to ensure the confidentiality, availability, integrity, authenticity and traceability of the data.. This document will be considered as the clauses of the data processor, although the parties may attach any conditions expressly agreed for the processing.

Likewise, in the event of processing of personal data under the provisions of art.28.3 of the RGPD, the data controllers and processors, respectively are obliged to provide interested parties with the right to information, as well as the exercise of the corresponding rights of access, rectification, cancellation, limitation, portability, opposition and deletion of the data provided, and the interested parties may contact the corresponding addresses established in the contract, as well as the e-mail addresses indicated. If data is provided for third parties, not covered by any of the legitimate bases, both parties assume the commitment to inform the data subjects of the aforementioned measures, prior to the processing or transfer of data. In addition, in all matters not agreed in the clauses of the data processor, the instructions of the data controller will be observed in accordance with the provisions of art. 29 of the RGPD, and the obligations legally established for the data processor. The regime for international data transfers, where applicable, will be in accordance with the provisions of the RGPD, articles 40 to 43 LOPDYGDD, development rules, and circulars or / of the corresponding control authorities, as well as the rules that apply in the field of national and international law.

At the time of the termination of the contract, both parties will destroy or return the personal data, and will destroy, erase or render unusable without future printing all the data mediums in which these data have been inserted without keeping any copies, unless it is necessary to keep them in blocked form, due to legal obligations and for the period provided for this purpose or in accordance with the criteria that have been established.

6.-Each party undertakes not to disseminate, under any circumstances, the information belonging to the other party to which it may have had access in the development of the object of the contract, and to comply with the provisions of art. 5 of the LOPDYGDD for the controllers, processors and staff of the respective entities that process personal data.

A Party receiving Confidential Information from the other Party may not disclose it, except where such disclosure is pursuant to a formal request or demand by a judicial or other governmental authority, provided that prior notice of such request has been given to the disclosing Party, and the disclosing Party has been given the opportunity, where possible, to object to the need for such disclosure and/or has been permitted to seek a protective order or injunction to the effect that the Confidential Information disclosed pursuant to such request shall be used solely and exclusively for the purpose for which the request was made.

7.-All notices between the parties shall be given to the respective addresses indicated in the headings of the contract. Any notice to be given between the parties shall be in writing and shall be delivered in any form that certifies receipt by the notified party.

8.-The failure of either party to the contract to enforce its rights in accordance with the provisions of the contract shall not be deemed to constitute a waiver of such rights for the future.

9.-If any of the sections or stipulations of the contract are declared null and void or inapplicable, said sections or stipulations shall be considered excluded from the contract, without implying the nullity of the rest of these clauses.

10.-The contract with regard to the protection of personal data shall be governed by the data protection regulations applicable in Spain.

11.-These clauses regulating the protection of personal data will come into force under the terms set out in the contract in question, which binds the parties involved.

12. For the purposes set out in this document, the mailing address is: dpd@tragsa.es

ANNEX IX (2)**ANNEX IX (2): DATA PROTECTION AND CONFIDENTIALITY CLAUSE WHEN A DATA CONTROLLER IS NOT CONSIDERED DUE TO THE OBJECT OF THE CONTRACT (TO BE INCLUDED IN THE CONTRACT)**

The following shall form an integral part of the contract:

1.- PERSONAL DATA PROTECTION CLAUSE**a) Regulations**

Pursuant to the 25th Additional Provision of Law 9/2017 of 8 November on Public Sector Contracts, transposing into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, contracts involving the processing of personal data must fully comply with 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 -RGPD-, LO 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights, as well as the provisions of paragraph 2 of art. 122 of the LCSP and in the complementary regulations in force.

b) Processing of personal data

TRAGSA/TRAGSATEC is responsible for the data controller, while the CONTRACTOR is responsible for the data processor.

The purpose for which data is transferred is as set out in the contract, and as specified in Annex I.

If the CONTRACTOR uses the data for purposes other than those expressly foreseen, communicates them or uses them in breach of the stipulations of the specifications and of the contract and/or current regulations, he/she will also be considered responsible for the processing, being liable for the infractions in which he/she has personally incurred, and for the compensation requested, if applicable, by the interested parties affected.

For the fulfilment of the object of this contract, the CONTRACTOR shall process the personal data for which TRAGSA/TRAGSATEC is responsible in the manner specified in this document, as well as in the document called "personal data processing". This implies that the CONTRACTOR acts as the data processor, and therefore the CONTRACTOR is obliged and declares they will fulfil and expressly submit to the current legislation on national and European Union data protection, in relation to the personal data processed during the provision of services object of the present contractual relationship, constituting an obligation of essential character for the contractor, in accordance with the provisions of these clauses and with respect to the special conditions of execution in the present specifications.

c) Confidentiality and Data Protection Obligations

Consequently, the CONTRACTOR shall guarantee the security and confidentiality of the personal data provided by TRAGSA as data controller, in accordance with the provisions of articles 27 to 31 and 32 to 34 of the Regulation). The CONTRACTOR is obliged to comply with the provisions of the aforementioned Regulation and the existing national regulations of application during the term of the aforementioned contractual relationship, especially in the provisions corresponding to the obligations of the data processor and the implementation of appropriate security and organisational measures. This is in order to guarantee the principles of confidentiality, integrity, availability, authenticity, traceability and resilience of the personal data, and any others that may be necessary to comply with the principle of proactivity.

To the extent that the services and the fulfilment of the present contractual relationship imply, -because it is

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necessary for the CONTRACTOR to be able to carry out, directly or indirectly, the provision of all or part of the services that constitute the object of the contract- access by the CONTRACTOR to personal data included in the processing Registers held by TRAGSA as the data controller, the processing of said data must be carried out in the form and under the conditions indicated below (including any recordings, where applicable, made by the CONTRACTOR to which the specific clauses contained in this contract as well as the provisions of the Regulations will also be applied.

For the purposes of the provisions of art. 122 section 2 of the LCSP, the company awarded the contract is obliged to present, before the formalisation of the contract, a declaration stating where the servers are to be located and from where the associated services will be provided, and to communicate any changes that may occur throughout the life of the contract to the information provided in the aforementioned declaration. Likewise, in the cases in which the bidders plan to subcontract the servers or associated services, the bidders must indicate in their bid the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they are going to commission the services.

In the cases referred to in Article 46 bis of Law 40/2015, of 1 October, on the PSJR, the information and communications systems referred to therein, as well as the processing of personal data must be located and provided within the territory of the European Union. Likewise, the data referred to in art. 46bis of the LRJSP may not be transferred to a third country or international organisation, with the exception of those that have been the subject of an adequacy decision of the European Commission or when so required for compliance with international obligations assumed by the Kingdom of Spain.

Likewise, the contracted party guarantees that employees of its organisation who process personal data sign the corresponding commitment to confidentiality and secrecy, in accordance with the provisions of article 5 of the LOPDYGDD.

d) Responsibilities

The DATA PROCESSOR undertakes to comply with the obligations established in this contract and in the current national and European Union regulations on Data Protection, and any other that may be applicable at any time in relation to this processing assignment, as well as to comply with the reasonable and documented instructions of the Controller.

In accordance with the provisions of Article 28.10 of the GDPR and the data protection regulations, if the PROCESSOR infringes the provisions of the GDPR in determining the purposes and means of the processing, he/she will be considered the PERSON IN CHARGE OF THE PROCESSING with respect to such processing.

The CONTRACTOR as the DATA PROCESSOR and TRAGSA/TRAGSATEC, as the DATA CONTROLLER, are responsible before the Spanish Data Protection Agency, for the breaches that are attributable to them in the condition with which they participate in this contract, respectively, without either of the two parties assuming responsibility towards the other for the sanctions imposed on them for said breaches, unless caused by any type of breach of the obligations foreseen for the contracted party in the specifications and contract, including everything with respect to the main responsibility incumbent on them in the cases of subcontracting.

Likewise, the contracted party will be responsible for failure to comply with the measures related to data protection, location of servers, information and communications systems, and security required, in accordance with the provisions of the specifications and contract, negligence or fraud. In the event that compensation is requested by possible interested parties due to the violation of their rights derived from the processing carried out under the contract, the contracted party will indemnify TRAGSA, except in the cases in which the Courts or arbitration bodies, if applicable, determine otherwise.

2.- STIPULATIONS AS DATA PROCESSOR

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Without prejudice to the obligations for the contractor foreseen above, in accordance with the provisions of this document, and in accordance with article 28 of the RGPD, the CONTRACTOR, as data processor, undertakes and guarantees the fulfilment of the following obligations, complemented with what is detailed in the document "Processing of Personal Data", and without prejudice to the obligations incumbent on the subcontractors of the processing, in the event of subcontracting by the CONTRACTOR, in the manner determined in the clause "Subcontracting" (subcontractors):

a) To present, prior to the formalisation of the contract, a declaration stating where the servers are to be located and from where the associated services will be provided, as well as the obligation to communicate any change to the same during the life of the contract in relation to the aforementioned declaration.

b) To process the Personal Data in accordance with the documented instructions of the data controller and other documents complementary to the provision of the service and applicable to the execution of the same and those that, where appropriate, are received from the data controller in writing from time to time.

c) The CONTRACTOR shall immediately inform TRAGSA when, in its opinion, an instruction is contrary to the Personal Data protection regulations applicable at any time.

d) Not to use or apply the Personal Data for a purpose other than the execution of the object of the provision of the service in question, which is specified in the file, in the specifications and contract.

e) To process the Personal Data in accordance with the security criteria and content provided for in Article 32 of the RGPD, as well as to observe and adopt the technical and organisational security measures necessary or appropriate to ensure the confidentiality, availability, secrecy and integrity of the Personal Data to which it has access. These must be reviewed by the information security area. Likewise, it must comply with the compensatory security measures and/or equivalent to those of the National Security Scheme, in those cases in which the provisions of the D.A.1st of the LOPDYA are applicable.³ of the LOPDYGDD, and must provide a descriptive report of the measures to be adopted to ensure the security, confidentiality and integrity of the data handled and the documentation provided, and the person in charge must inform TRAGSA of the person who will be directly responsible for the implementation and inspection of such security measures as well as all data protection and information security obligations, with communication of the professional profile.

In particular, and without limitation, it undertakes to apply the risk and security level protection measures detailed in the document "Processing of Personal Data".

f) To maintain the most absolute confidentiality on the Personal Data to which it has access for the execution of the service as well as on those resulting from its processing, whatever the data medium in which they have been obtained. This obligation extends to any person who may intervene in any phase of the processing on behalf of the CONTRACTOR, it being the duty of the latter to instruct the persons for whom they are responsible of this duty of secrecy, and of the maintenance of this duty even after the termination of the provision of the Service or of its disengagement.

g) To keep a list of persons authorised to process the Personal Data object of the provision of the service and to guarantee that they undertake to respect the confidentiality and to comply with the corresponding security measures, about which they must be properly informed. And to keep available to TRAGSA such supporting documentation.

h) To guarantee the necessary training in the protection of Personal Data of the persons authorised to process it.

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i) Unless expressly authorised in each case by the Data Controller, not to communicate (transfer) or disseminate the Personal Data to third parties, not even for storage purposes, without prejudice to the cases of authorised subcontractors, and in accordance with that indicated with respect to subcontractors in this document.

j) If it is necessary according to the RGPD, to appoint a Data Protection Officer, this must be reported to TRAGSA. This is also the case when the appointment is voluntary, also providing the identity and contact details of the individual (s) appointed by the CONTRACTOR as its representative(s) for the purposes of protection of Personal Data (representatives of the Data Processor), responsible for compliance with the regulation of the processing of Personal Data, in the legal/formal and security aspects.

k) Once the service object of the present assignment is finished, it undertakes, as appropriate and as instructed in the Annex "Processing of Personal Data", to return, block or destroy (i) the Personal Data to which it has had access; (ii) the Personal Data generated by the CONTRACTOR due to the processing; and (iii) the data medium and documents in which any of these data are contained, without keeping any copy; unless their conservation is permitted or required by law or by community law, or in the event that TRAGSA expressly authorises it, in which case the destruction will not take place. The CONTRACTOR, as Data Processor, may, however, keep the data during the time that legal obligations may arise from its relationship with the Data Controller. In the latter case, the Personal Data will be kept blocked and for the minimum period of time, and will be securely and definitively destroyed at the end of said period.

l) As applicable and as indicated in the document "Processing of Personal Data, to carry out the processing of Personal Data in the processing systems/devices, manual and automated, and in the locations specified in the aforementioned Annex, equipment that may be under the control of TRAGSA or under the direct or indirect control of THE CONTRACTOR, and where applicable, the authorized sub-processors, as established in said document, and only by the users or user profiles assigned to the execution of the object of the present provision of the service.

m) Unless otherwise stated in the document "Processing of Personal Data" or expressly instructed by TRAGSA, the Contracted Party undertakes to process the Personal Data within the European Economic Area or other area considered by the applicable regulations as having equivalent security, not processing the data outside this area either directly or through any authorised subcontractors in accordance with the provisions of the service provision or other documents supplementary thereto, unless obliged to do so under the applicable law of the Union or Member State.

n) In the event that under national or European Union law, the CONTRACTOR is obliged to carry out any international transfer of data, or a transfer of data, or assignment of data, the CONTRACTOR will inform TRAGSA in writing of this legal requirement, sufficiently in advance to carry out the processing, and will ensure compliance with any applicable legal requirements, unless the applicable law prohibits this for reasons of public interest. The same shall apply with respect to duly authorised sub-processors. In any other case, no international transfer of data will be allowed outside the EU, nor assignment of data, requiring in any case the express written authorization of Tragsa requested one month in advance, and only if any of the circumstances occur of compliance indicated above or of the assumptions of art.49 GDPR that were evident.

o) In accordance with Article 33 RGPD, to notify TRAGSA immediately and no later than within 72 hours, any breach of security of personal data in its care of which it becomes aware, along with all relevant information for the documentation and communication of the incident or any failure in its system of the processing and management of information that it has had or may have that endangers the security, integrity, and availability of Personal Data, as well as any possible breach of confidentiality as a result of the disclosure to third parties of the data and information obtained during the execution of the provision of the service. It shall promptly report detailed information in this regard, including specifying which data subjects have

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suffered a loss of confidentiality. The same shall apply with respect to the violation of any measure or aspect that affects the authenticity of the data, or its traceability. In all cases, the nature of the data breach shall be explained, the details of the DPO or responsible person from whom further information can be obtained, the possible consequences of the personal data security breach, as well as the measures taken or proposed to remedy the security breach, including measures taken to mitigate possible negative effects. The person in charge (and the authorized deputy) must be prepared to deal with the management of a security incident that allows him/her to respond quickly, orderly and effectively to the event, minimising the consequences of the same on TRAGSA and any third parties involved.

p) When a person exercises a right (of access, rectification, erasure and opposition, limitation of processing, data portability and not to be subject to automated individualised decisions, or others recognised by the applicable regulations (jointly, the "Rights"), before the CONTRACTOR as Data Processor, the latter must communicate the same to the Data Controller as soon as possible. The communication must be made immediately and in no event later than 3 working days following the receipt of the exercise of the right, together, where appropriate, with the documentation and other information that may be relevant to resolve the request in its possession, and including the identification of the person exercising the right.

It will assist the data controller, whenever possible, in order to enable the data controller to comply with and respond to the exercise of rights.

Nevertheless, TRAGSA may request the CONTRACTOR's collaboration in answering these requests to exercise rights, under the terms established in the LOPDYGDD. In such cases the CONTRACTOR must respond, notifying TRAGSA, and referral to the evidence for the answer.

q) It shall collaborate with TRAGSA in the fulfilment of its obligations regarding (i) security measures, (ii) communication and/or notification of breaches (achieved and attempted) of security measures to the competent authorities or interested parties, and (iii) collaborate in the performance of risk analysis, as well as impact assessments relating to the protection of personal data and prior consultations in this regard to the competent authorities, which may be necessary, taking into account the nature of the processing and the information available to it.

It shall also make available to the data controller, at the request of the latter, all the information necessary to demonstrate compliance with the obligations set out in the specifications and in the contract and supplementary documentation and other contractual documents on data protection and shall collaborate in the performance of audits and inspections in the field of privacy carried out, where appropriate, by the data controller at the request of the data controller. However, the CONTRACTOR is committed to the corresponding privacy policies, and internal regulations for compliance with the RGPD, as stated in the document "Data protection and status questionnaire".

r) In cases where the regulations so require, to keep, in writing, including in electronic format, and in accordance with the provisions of Article 30.2 of the GDPR, a record of all categories of processing activities carried out on behalf of TRAGSA as Data Controller, containing, at least, the circumstances referred to in that article.

s) Have evidence that demonstrates compliance with the regulations on protection of Personal Data and the duty of active responsibility, such as, for example, previous certificates on the degree of compliance or results of completion of questionnaires, inspections and / or audits of the last 2 years, if any, to be made available to TRAGSA on request. Likewise, during the term of the provision of services, it shall make available to TRAGSA all information, certifications and audits carried out at any time, which may be necessary and which may be required.

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t) Right to information: The CONTRACTOR, at the time of the assignment and/or eventual collection of the data, must provide the information regarding the data processing to be carried out, completing, where appropriate, both the document "Data Processing", and the questionnaire on the situation with respect to the corresponding RGPD. This information must be attached to the contract/contract with TRAGSA prior to the start of data collection. It will also be necessary to fill in the cases of subcontractors of the CONTRACTOR.

This Annex and its clauses corresponding to the Processing of Personal Data constitute the legal document of the data processor between TRAGSA and the CONTRACTOR referred to in Article 28.3 RGPD. The obligations and services contained herein cannot be rewarded in any other way than that which, where applicable, would have been foreseen in the specifications and in the contract and other complementary documents and will have the same duration as the provision of the Service and its execution. However, at the end of the performance of the service provided, the duty of secrecy shall continue to be in force, without time limit, for all persons involved in the provision of the contracted service.

For the fulfilment of the object of this contract the CONTRACTOR is not required to access any other Personal Data that was the responsibility of the data processor. Therefore the CONTRACTOR is not authorized in any case to access or process other data than that specified in the document "Processing of Personal Data", unless for the purposes of modification or updating, as indicated previously.

If an incident were to occur during the execution of the provision of the service, involving accidental or incidental access to Personal Data under the responsibility of TRAGSA not contemplated in the document "Processing of Personal Data" the CONTRACTOR must inform TRAGSA, specifically the Data Protection Officer, with the utmost diligence and at the latest within 72 hours, to the address dpd@tragsa.es, without prejudice to notification of its own Data Protection Officer, and to take the necessary measures to solve the incident or breach in question as fast as possible.

3.- STIPULATIONS FOR SUB-PROCESSORS ASSOCIATED WITH SUBCONTRACTING (OPTIONAL SUB-PROCESSOR CLAUSE. ONLY IN CASE OF SUBCONTRACTING)

The CONTRACTOR may subcontract in a generic way, without the need to previously notify the DATA PROCESSOR, the subcontracting that fulfils the following requirements:

The existence of an essential contractual obligation of the subcontractor to submit to national and European Union regulations on data protection, in accordance with the provisions of Article 211.1.f of the LCSP.

The obligation of the subcontractor to be bound only to the main contractor, who will therefore assume full responsibility for the execution of the contract before TRAGSA, in strict accordance with the provisions of this tender, and the terms of the contract, including compliance with the obligation referred to in the last paragraph of paragraph 1 of art. 202 referring to the submission to national and European Union regulations on data protection.

Likewise, the authorised subcontractor must, prior to the formalisation of the contract, advise by means of the corresponding declaration where the servers are to be located and from where the associated services will be provided, as well as any changes that may occur throughout the life of the contract, and in particular for the cases provided for in article 46 bis of the LRJSP regarding the location of the information and communications systems for the recording of data, and the corresponding processing of personal data, which must be located and provided within the territory of the European Union. Furthermore, the aforementioned data may not be transferred to a third country or international organisation, with the exception of data that have been the subject of an adequacy decision by the European Commission or when so required in order to comply with the international obligations assumed by the Kingdom of Spain.

Likewise, in accordance with art. 28 of the RGPD;

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1.- The new processor will be subject to the same conditions (instructions, obligations, security measures) and with the same formal requirements as the CONTRACTOR, with regard to the adequate processing of personal data and the guarantee of the rights of the affected persons, as well as the prohibition of international data transfers outside the EU, as well as any transfer of data, requiring in any case the prior express written authorization of Tragsa, in the same terms set for the person in charge.

Only the following services will be allowed without the express authorization of TRAGSA:

- a. Sales services and/or marketing of products or services of the DATA CONTROLLER, either through physical or digital channels.
- b. Services provided by companies belonging to the CONTRACTOR's Business Group.
- c. Delivery and logistics services including the management of orders on behalf of the DATA CONTROLLER and the delivery of the contracted products.
- d. Services for the completion of customs formalities.
- e. Auxiliary services of exploitation and operation of infrastructures and information systems necessary for the usual provision of the service carried out by the data processor.

3. The CONTRACTOR has shown in the choice of the sub-processor the same criteria of diligence and adequate guarantees in the matter of data protection that it applies to the processors that process data under their responsibility.

4. The CONTRACTOR undertakes to provide, at TRAGSA's request, the identity of the subcontractor, the nature of the services subcontracted and the fulfilment of all the guarantees regarding the treatment of personal data, providing the corresponding evidence of compliance.

4.- RIGHT TO INFORMATION

The personal data of the representatives of the parties, their employees and other persons who may intervene in the formalised legal relationship will be processed, respectively, by the entities identified in the heading, which will act independently as data controllers. Said data will be processed in order to comply with the rights and obligations contained in this Annex, without any automated decisions being taken that may affect the interested parties. Consequently, the legal basis of the processing is to comply with the aforementioned contractual relationship, such purpose being strictly necessary to execute this Annex.

The data will be kept while the contractual relationship stipulated herein is in force, being processed only by the parties and those third parties to whom they are legally or contractually obliged to communicate them (as is the case of third party providers subcontracted to those who have been entrusted with any service linked to the management or execution of the annex, State Tax Administration Agency, Social Security management bodies, General Intervention of the State Administration, Court of Auditors, and included in the State Contracting Platform and the Public Register of Contracts), when this is necessary in compliance with a legal obligation in agreement with the data controller.

They will be kept for the time necessary to comply with the purpose for which they were collected and to determine the possible responsibilities that may arise from this purpose and the processing of the data, in accordance with Law 58/2003, of 17 December, General Taxation, in addition to the periods established in the regulations of archives and Spanish documentary heritage, and other regulations that may be applicable.

The interested parties may exercise, under the terms established by current legislation, the rights of access, rectification and deletion of data, as well as request that the processing of their personal data be limited, oppose the same, or request the portability of their data by sending a written communication to each of the Parties, through the addresses specified in the heading, as well as by electronic means to the following addresses: (INCLUDE EMAIL ADDRESS OF THE CONTRACTED PARTY'S PROTECTION OFFICER). Likewise, they may contact the respective data protection officers at the address (INCLUDE MAILING ADDRESS OF THE CONTRACTED PARTY'S PROTECTION OFFICER) or dpd@tragsa.es, as appropriate, or file a complaint with the

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Spanish Data Protection Agency or other competent authority.

The parties expressly undertake to inform their employees and other contact persons of the terms of this clause, not holding the other party accountable for any damages that may result from failure to comply with this obligation.

ANNEX X**ANNEX X: MODEL OF RECEPTION REPORT**

In ..., on the ... day of of the year two thousand ..., being the hours and being present, Mr., on behalf of Empresa de Transformación Agraria, S.A., S.M.E., M.P., (Tragsa) and Mr., on behalf of (details of the successful bidder), the aforementioned Mr..., on behalf of Tragsa, proceeded to the reception of the works by virtue of the Contract..... signed by both parties on the date of.... of... of two thousand....

CHOOSE BETWEEN 1 AND 2

1.- Tragsa acknowledges the totality/units (specify) of the works awarded to it on the date of the execution of this document, with the guarantee period established in the Specifications for the Contracting of " _____ Ref: _____ -" commencing as of the same date.

All of the above is without prejudice to the provisions of the specifications governing the contract and current legislation on hidden defects.

2.- Tragsa, having acknowledged the totality/units (specify) of the works awarded to theon the date of awarding of this document, points out the existence of the following defects..... which must be repaired by the contractor within ----- days, and the contractor is summoned to a new reception ceremony to be held on

And in witness whereof, both parties hereto have signed this document on the date and at the place aforesaid.

BY THE CONTRACTOR

BY TRAGSA