

## TABLE OF CHARACTERISTICS OF ADMINISTRATIVE CLAUSE SPECIFICATIONS

Adapted to contents of Law 9/2017, of 8 November, on Public Sector Contracts (LCSP).

### 0. PROCUREMENT TITLE, PROCEDURE AND REFERENCE NUMBER

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**0.0 Nature of procurement:** [Service](#)

**0.1. Title Sheet:** [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.](#)

**0.2. Procedure:** [Simplified open no value judgment](#)

**0.3. Reference:** [TSA0080095](#)

**0.4 Country:** [Egypt](#)

### 1. PURPOSE OF THE SPECIFICATIONS

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**1.0. Object of the Sheet:** [The object of the contract is the specialised consultancy to be provided by CONSULTANT during the next phase of the project: FINAL STAGE, whose works are to be executed on the basis of the Scope Documents of each system, which technically define the works to be executed FOR THE COMPLETION OF THE PROJECT FOR THE MODERNISATION AND IMPROVEMENT OF THE EGYPT ARCHAEOLOGICAL SITES.](#)

**1.1. Division into Lots:** [The bid invitation is not divided into lots.](#)

**reason:** [Independent performance would hinder proper technical execution. Art. 99.3.b](#)

**CPV code of the contract if it is not divided into lots.**

**CPV:** [71310000-4 \(+ info\)](#)

**CPV:** [71318000-0 \(+ info\)](#)

**CPV:** [71300000-1 \(+ info\)](#)

**Remarks:** [CPV code: 71300000-1 Engineering services or 71310000-4 Engineering and construction consultancy services or 71318000-0 Engineering advisory and consultancy services; of the Common Procurement Vocabulary](#)

## 2. CONDITIONS OF EXECUTION

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### 2.0 Essential conditions of execution

- *Method of invoicing and payment*
- *The contractor undertakes to assign to the execution of the contract the personal or material means for it*

### 2.1 Special conditions of execution

- *Ensuring safety and health protection in the workplace*

**How to check or monitor compliance:** Engineering will provide its technicians with the appropriate PPE during the technical works at the sites. Prior to accessing the Works, must sign a document of adherence to the Health and Safety Plan.

- *Reduction of greenhouse gas emissions*

**How to check or monitor compliance:** The use of paper and media that generate avoidable waste will be avoided.

## 3. BUDGET AND ESTIMATED VALUE

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### 3.1 Determined or Estimated Budget *The budget is determined.*

**VAT or Indirect Tax Applicable in the Country of Reference (hereinafter VAT):** *Does not apply.*

**Reason why VAT does not apply:** *Provision of a services associated with a Real Estate Property located Abroad (Spanish IVA does not apply, according to Law 37/1992, of December 28, on Value Added Tax)*

**Offered in local currency:** *The budget cannot be offered in local currency*

**Value of the Contract (Art. 101 LCSP)**

**The base bidding budget in euros (EUR) WITHOUT VAT is:** 208.602,47€

**Expected amount of the extensions (if applicable) in euros (EUR) WITHOUT VAT is:** 0€

**Expected amount of the modifications (if any) in euros (EUR) WITHOUT VAT is:** 0€

**Total Contract Value in euros (EUR) WITHOUT VAT is:** 208.602,47€

**Remarks:** *The base budget for this tender is TWO HUNDRED AND EIGHT THOUSAND SIX HUNDRED AND TWO EUROS AND FORTY SEVEN CENTS (208,602.47 €). VAT does not apply to this budget, in accordance with Law*

37/1992, of 28 December, on Value Added Tax. TRAGSA is not obliged to consume a certain number of units, and units may remain unbilled, depending on the needs of the project.

### 3.2 Unit and Price Charts

**Budget Summary / Units and Prices Table / Lump sum:** 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.

	Description	Med.	ud.	Unit price	AMOUNT
<b>1</b>	<b>TECHNICAL SUPERVISION OF WORKS - FINAL PHASE</b>				
1.1	Preliminary report on the evaluation of the systems prior to the monitoring of Final Phase of the works.	1,00	Ut	7.040,00	7.040,00 €
1.2	Monthly technical supervision and monitoring of the works in their final phase - Issuance of a monthly technical report.	5,00	Month	33.844,45	169.222,25 €
	<p>Monthly activities included in all the sites of the Project in Gizah and Luxor, for the completion of the Works described as follows:</p> <ul style="list-style-type: none"> <li>- 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.</li> <li>- 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".</li> <li>- Technical support for the resolution of blockages or problems arising on site, identification of solutions by proposing alternatives for the resolution of conflicts. Includes technical analyses and proposals for alternative solutions if necessary.</li> <li>- 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.</li> <li>- 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.</li> </ul> <p>The monthly service fee shall include at least the following means:</p> <ul style="list-style-type: none"> <li>- One (1) week of on-iste 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.</li> <li>- Permanent support of a local Senior Consultant in the field: one (1)</li> </ul>				

	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	4.785,72	23.928,60 €
	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.				
<b>2</b>	<b>COORDINATION OF EDUCATION AND TRAINING</b>				
2.2	A.T. Training Coordination - Systems in LUXOR	1,00	Ut	8.411,62	8.411,62 €
	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).				
	<b>Total (excluding VAT)</b>				<b>208.602,47 €</b>

N/A %VAT

- €

**TOTAL BASIC TENDER BUDGET:**

**208.602,47 €**

## 4. FORM, DEADLINE FOR SUBMISSION OF PROPOSALS AND COMMUNICATIONS

### 4.1 Form of presentation and communications

Procedure (judgment): **OPEN SIMPLIFIED (NO VALUE JUDGMENT)**

Tenderers must submit the following envelopes and *contents* indicated below:

- **Single envelope.** *Solvency Requirements Criteria that can be evaluated by Formula.*

Data of the Bid Receiving Office

**Bids must be submitted physically to the address of the Bid Receiving Office:**

Economic and Commercial Office from the Spanish Embassy in Egypt.  
19, Boulous Hanna Street, Vini Square Ad Doqi, Dokki,  
Giza Governorate 12311, Egipto

**All tender documentation must be in the language of the tender:** English

**Remarks:** It is noted that there is a Tragsa Presidency Resolution declaring the Urgency of all the contracts necessary for the Order, which reduces the publication time as established by the LCSP.

#### 4.2 Deadline for submission

**Deadline for submitting the offer:** **Wednesday February 26<sup>th</sup>, 2025 at 15:00:00 AM UTC+01:00**

**Office hours for physical deliveries:** from Sunday to Thursday from 8:00 to 15:30pm

**For clarifications, bidders may contact:**

**Contact name:** Francisco Aguila Fernandez-Paniagua

**Email:** [faguila@tragsa.es](mailto:faguila@tragsa.es)

**Tel:** 0034 663650117

**Public opening ceremony:** **Wednesday February 26<sup>th</sup>, 2025 at 16:00:00 AM UTC+01:00**

**Remarks:** For security reasons, if the bidder wishes to attend the Public Opening Ceremony at the Economic and Commercial Office of the Spanish Embassy, it must communicate this via email to [faguila@tragsa.es](mailto:faguila@tragsa.es), identifying the attendees, at least 24 hours in advance.

## 5. MINIMUM REQUIREMENTS AND SOLVENCY

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**Is Solvency required?** Yes

The bidder must present the following documentation that accredits his capacity to act and the other the requirements requested:

#### 5.1 Bidder's capacity to act, professional qualification and prohibition to enter into a contract

- *Duly completed declaration of compliance with the minimum requirements for bidding (Annex II) including the solvency equivalent to the classification.*

#### 5.2 Economic and Financial Solvency:

**To be proven by:** all the means indicated.

- *Turnover (excluding VAT) referring to the best financial year of the last three (3) closed financial years available (indicating which ones) not less than: 146.021,73 €*

### 5.3 Technical solvency:

**To be proven by:** one of the following means (to be chosen by the bidder):

- *In the year of highest execution of the last three (3) calendar years you have carried out similar works for an amount (VAT not included) of at least 146.021,73 €*
- *The academic or professional qualifications of the businessman and managers of the company and in particular of the person responsible for the execution of the contract, as well as of the technicians in charge of the execution, (only if it is not included as an award criterion), with the following qualifications being required as a minimum to be attached to the contract:*
  - ✓ *Computer Engineer Master in IT - informatics*
  - ✓ *Graduate in science / technology, with specialisation in Security*
  - ✓ *Senior Electrical/Electronic Engineer (with degree valid in Egypt)*
- *Describe other technical solvency criteria, if any: Bidders must submit a Responsible Declaration signed by the legal representative of the company, accrediting that it has experience in works similar to the object of the contract: Lighting/Electrical systems in monuments or buildings. Declaration must include a list of similar works, with the description and type of works, year of execution, Client and amount*
- **5.4 Quality and Environmental Management:** No Environmental Requirements are required.

**5.5 Integration of solvency with external means:** The bidder **CAN** rely on the solvency and means of another entity to accredit its solvency.

In this case, prior to signing the corresponding contract it shall present a written commitment signed by the latter indicating that, during the execution of the contract it will provide said solvency and means. Must also ensure that the entity to which it resorts is not subject to a prohibition on contracting, within the period indicated for the presentation of the documentation accrediting its capacity.

**5.6 Means allocation:** The following means are requested to be assigned. A section will be included in Annex III of Attachment to declare whether or not you have them. Solvency is not considered.

For the Technical Assistance must place at the disposal of the Contract a **MAIN TEAM** of highly qualified specialised consultants, which as a minimum shall be:

- **One (1) Senior Consultant - Computer Science Technical Engineer and Master in IT, with at least 15 years of experience** in projects in the sector of his specialisation, responsible for the monitoring and technical assessment, who will provide his/her knowledge for the technical control and supervision of the works.

- **One (1) Senior Consultant - Science/Technology graduate, expert in Security and Telecommunications: with at least 15 years of experience** in projects in the sector of his specialisation, responsible for the monitoring and technical assessment, who will provide his/her knowledge for the technical control and supervision of the works.

In order to complete the service, additionally, shall provide a **LOCAL CONSULTANT** with professional qualifications valid in Egypt, who shall be responsible for the technical coordination of the works on site, who shall speak Arabic and English and shall have the power to interlocate and coordinate directly with the different Contractors and Tragsa's Project Manager on site:

- **One (1) senior local consultant, electrical or electronic Engineer, with at least 10 years of experience** in projects in the sector of his/her specialisation, working as a full-time on-site coordinator in Luxor, carrying out the day-to-day technical coordination of the works in progress at the sites affected by the project. He/her may be required to provide support to the execution of the works in Gizah, by attending site meetings at Tragsa's request; providing support with different Contractors, as well as with the SCA in its offices in Cairo and/or Luxor.

-**Technical Office Support:** must provide regular support of a Back-office, for other roles, such as: management, administration, etc. For the Back-Office support, shall also provide support in the technical works of calculation of power installations, MEP facilities, support in the drawing up of plans, measurements and administration works.

**5.7 Business Enabling:** **NO** business qualification is requested.

## 6. VALUATION CRITERIA

### 6.1 Envelope of Criteria Automatically Evaluable Criteria by Formula

#### 6.1.1 Cost-effectiveness criteria

**PRICE:** The following **30 points** to the most economical offer, the others being valued according to the result of the following formula will be awarded:

$$P_x = P_{max} - 100 \left[ \frac{O_x - O_{mb}}{O_{mb}} \right]$$

Where:  $P_x$  = scoring of the bidder with a minimum of zero points  
 $P_{max}$  = maximum score  
 $O_x$  = amount of the tenderer's bid  
 $O_{mb}$  = amount of the lowest bid

#### 6.1.2 Qualitative criteria

**A) Quality Criteria:** No criteria have been selected.

**B) Criteria related to Personnel:**

- *Experience of the personnel assigned to carry out the work:* **70 points**

**Valuation intervals for each of the above criteria. Form and/or formula for evaluation and supporting documentation to be submitted by the bidder.**

#### **General cumulative experience of the Main Team associated with the bid: maximum 30 points**

The years of professional experience accumulated by the Main Team (two Senior Consultants) assigned to carry out the work will be valued on the basis of: Years of experience and participation in IT-Security and telecommunications projects. The valuation will be for whole years, without fractions, according to the following table:

<b>General Experience Accumulated by the Main Team associated with the offer</b>	<b>maximum 30 points</b>
Experience accumulated by the Main Team: less than 30 Years	Invalid
Experience accumulated by the Main Team: equal to 30 Years (minimum)	0 points
For each full Year over 30 Years (up to a maximum of 30 points)	2 points

Updated CVs shall be provided with a statement indicating the number of cumulative years of general experience provided by each Consultant.

#### **Specific experience of the Core Team associated with the bid: maximum 30 points**

The specific experiences of the Core Team assigned to the provision of the Technical Assistance **in the last 5 years** will be valued. The fact of choosing 5 years as valid (instead of the 3 years stipulated for Service contracts), is due to the normally multiannual nature of many Projects and Works, which would limit the number of creditable experiences.

Valid experience shall specifically include direct involvement in the implementation and technical supervision of projects/works of a similar type to the subject of the contract, understood as such:

- ✓ Project/works supervision of fibre optic, CCTV, perimeter detection and security systems installations - alarm centralisation, in key environments with high security level requirements
- ✓ Supervision of Projects/Operations Electrical supply and lighting installations for monuments in built environments under heritage protection.

The assessment shall be in accordance with the following table:



Specific experience of the Core Team associated with the offer	maximum 30 points
1 Contract for Technical Supervision of projects/works within the specific field and similar typology to the object of the contract.	0 points
2 Technical Supervision Contracts for projects/works within the specific field and similar typology to the object of the contract.	15 points
3 Technical Supervision Contracts for projects/works within the specific field and similar typology to the object of the contract.	30 points

A list of works shall be provided detailing the specific experience Contracts provided by each Consultant, indicating their purpose and scope, the year in which the service was provided, the client, the place and the contracted amount.

#### Experience of the local engineer associated with the bid: maximum 10 points

The years of professional experience accumulated by the Local Consultant assigned to the provision of the Technical Assistance, will be valued at the rate of: Years of working experience and participation in projects of Electricity/Lighting - IT- Security and telecommunications, similar to the object of the action under development in Egypt.

The valuation will be for whole years, without fractioning, according to the following table:

Specific experience of the local engineer associated with the offer	maximum 10 points
Specific experience of the local engineer less than 10 years	Invalid
Specific experience of the local engineer: equal to 10 Years (minimum)	0 points
For each full year over 10 years (up to a maximum of 10 points)	1 point

Updated CV shall be provided with a statement indicating the number of cumulative years of experience provided by the local Consultant.

**C) Criteria related to Delivery or Performance:** No criteria have been selected.

**D) Improvements or additional benefits:** No criteria have been selected.

**6.2. Criteria Evaluable by means of Value Judgment** No criteria have been selected.

## 7. ABNORMALLY LOW BIDS

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Abnormally low bid is included by a multi-criteria.

## 8. AWARD

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### 8.1 Documentation to be submitted to the Bid Receiving Office by the highest-ranked bidder

- *Tax Identification Number of the company for use in the country.*
- *Identity card of the employer or of the representative of the company signing the contract.*
- *Power of attorney of the representative of the company signing the contract.*
- *Documentation proving Economic Solvency.*
- *Documentation proving Technical Solvency.*
- *If applicable, a written undertaking from the company that has assigned its resources to the execution of the contract or from the subcontractor on which the solvency of the successful bidder has been based, together with a declaration of compliance with the minimum requirements of the same and their accrediting documentation. (Annex III)*
- *Bank certificate accrediting the ownership of the bank account for payment of the corresponding invoices.*
- *Annex VIII of the Specifications referring to Occupational Risk Prevention duly signed by the legal representative of the bidding company.*
- *Annex IX of the Bidding Documents referring to Data Protection duly signed by the legal representative of the bidding company.*

## 9. EXECUTION OF THE CONTRACT

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Once Tragsa has selected the most suitable offer, in accordance with the criteria indicated in this file, following publication of the award in the contracting profile of the Public Sector Contracting Platform and communication of same to the bidders, the successful bidder will be asked to execute the corresponding contract.

In the event that the contract is not executed for reasons attributable to the successful tenderer within the above deadlines, a penalty of 3% of the tender amount (excluding VAT) will be claimed as a penalty, to be paid against the provisional guarantee if it has been constituted, or a demand shall be issued requiring the supplier to deposit it.

In the latter case, the contract will be executed with the next classified bidder on presentation of the aforementioned documentation within the aforementioned deadlines.

The contract shall not be performed prior to execution.

The contract will be executed in a private document or in a public deed, if so requested by the successful tenderer. In the latter case, the costs derived from execution of the contract and execution of the public deed shall be borne by the successful tenderer. The formalisation of the contract will be executed in digital form in all cases.

A copy of the Specifications and this Schedule (CPC) shall form part of the document executing the contract and shall be signed by the successful tenderer.

## 10. REVISION OF PRICES

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The successful bidder waives the right to revise the prices offered.

## 11. COMPLIANCE WITH THE CONTRACT

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### 11.1 Execution:

The execution of the contract will be verified in:

- The Pyramids of Giza in Cairo and the Gizah Plateau
- Luxor Temple on East Bank
- The West Bank archaeological zone in Luxor: the temples of Medina Habut, Rammeseum and Hatchepsut, Carters House and the Valley of the Kings

### 11.2 Remedies:

Deadline for rectification of deficiencies observed in the acceptance report: 15 days

11.3 Confidentiality: Yes it applies.

11.4 Warranty Period: Does not apply.

11.5 Intellectual Property: Yes it applies.

11.6 Insurance: Does not apply.

11.7 Personal regulation: Does not apply.

Clause 11 of the specifications, referring to the regulation of the subcontractor's personnel working in TRAGSA's offices. Does not apply.

## 12. WARRANTIES

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12.1 Provision of the guarantee: A guarantee is not requested.

## 13. PERFORMANCE DEADLINES

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13.1 **Validity:** The term of the contract shall be 8 MONTHS counted from the date of signing of same, notwithstanding any extensions that may be agreed upon, subject to the prior written agreement of the parties.

13.2 **Execution:** The term of execution of the contract will be 6 MONTHS counted from the date of signing of same. It is understood that this deadline has been met if Tragsa/Tragsatec has approved the acceptance act.

13.3 **Mandatory Extensions of the Contract:** Extensions are not mandatory (agreement between the parties is required).

13.4 **Partial deadlines:** There are no Partial deadlines. Tragsa reserves a period of 1 MONTH to review the service provided in order to verify the documents and quality requirements demanded in these specifications.

## 14. ADMINISTRATIVE PENALTIES

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### 14.1 Penalties:

Partial breach of contract: 5 % of the award amount.

Defective compliance: Does not apply.

Failure to comply with the special/essential conditions of execution will lead to the following penalties on the amount of the award: Does not apply.

If the contractor incurs a delay with respect to the total partial deadlines established in the contract, for a cause attributable to same, Tragsa/Tragsatec may opt, in view of the circumstances of the case, without the need to issue prior notice to the successful bidder of its delay, to terminate the contract or to impose the daily penalty of the percentage indicated of the amount of the contract that has been delayed. 0,06 %

Other penalties for delay: The maximum penalty amount will be 5% of the total contract amount.

## 15. SUBCONTRACTING

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### 15.1 Subcontracting regime:

Subcontracting is allowed.

**Partial subcontracting of the service covered by this tender is permitted except for the following tasks considered critical and for the following reasons:** The main IT Consultant-Computer Engineer: The technical supervision of the work and control by the Project Manager and the main Senior Consultant must be their own personnel, due to their qualifications and knowledge of the Project.

The infringement of the subcontracting conditions, the lack of accreditation of the contractor's aptitude or of the circumstances that determine the emergency or those that make subcontracting urgent shall have one of the following consequences: the termination of the contract if the main obligation of the contract has been breached.

**15.2 Payments to subcontractors and suppliers:** The main contractor shall be obliged to pay the subcontractors or suppliers the agreed price within the terms and conditions indicated in the specifications.

**15.3 Verification of payment to subcontractors or suppliers:** The payment to subcontractors is not checked.

In this case, it will be considered an "essential requirement of the contract" (section 2.0 of the CCP) and will be published in the tender announcement, the main contractor will send Tragsa, upon request, a list of the subcontractors and suppliers that participate in the contract when their participation is established, together with the subcontracting or supply conditions of each of them that are directly related to the payment. Likewise, at Tragsa's request, it will send proof of compliance with the payments made to them once the service has been completed within the terms established by Law 3/2004, as applicable.

## 16. INVOICING AND PAYMENT

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### 16.1 Periodicity:

Once the CONSULTANT accredits having completed each of the activities, after acceptance by TRAGSA, it will invoice in the following manner:

- ✓ **Preliminary Systems Condition Assessment Report:** After its issue, delivery and approval by Tragsa, the CONSULTANT COMPANY will invoice 100% of this concept.
- ✓ **Technical Supervision of the Works in their Final Phase:** at the end of each month, shall issue the corresponding **Monthly Monitoring Report** and/or, in the event that it has been necessary, shall issue the **Additional Mission Report**; and shall invoice 100% of the amount corresponding to each of these concepts, for the activities of the service effectively provided, for each month or fraction thereof.
- ✓ **Coordination of Training:** the CONSULTANT will invoice 100% of the amount associated with this concept, after the effective delivery of the training on the systems and the delivery of the "End of Works General

Report” necessary to submit for the Final Deliverance of the Works, after approval by TRAGSA.

#### 16.2 Invoicing details:

The successful tenderer must send the invoices with the details indicated (Tax Identification Number, Company Name, Physical or electronic address, etc.):

EMPRESA DE TRANSFORMACIÓN AGRARIA, S.A., S.M.E., M.P. (TRAGSA)  
con domicilio en calle Maldonado 58, Madrid 28006  
con CIF número A-28476208

#### 16.3 Possibility of advance: No

### 17. TERMINATION OF THE CONTRACT

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17.1 Cause for termination of contract section i): Obligations regarding Occupational Risk Prevention and Data Protection are requested, and failure to comply with same will result in termination of the contract. If so, check boxes referring to Annexes VIII and IX will be included in section 8.1.

### 18. ASSIGNMENT OF THE CONTRACT

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18.1 Assignment of Contract: The assignment of the contract is permitted under the terms stipulated in the specifications.

### 19. AMENDMENT AND SUSPENSION OF CONTRACT

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19.1 Planned amendments: No modifications are foreseen.

19.2. Suspension of the contract: Yes

The suspension of the execution of the contract may be agreed by TRAGSA in accordance with article 190 of the LCSP, or it will take place at the request of the contractor in accordance with article 198.5 of the aforementioned law (in those cases of payment delays of more than four months). In both cases, a record will be issued, ex officio or at the request of the contractor, in which the circumstances that have motivated it and the factual situation in the execution of that will be recorded. Once the suspension has been agreed, TRAGSA will pay the contractor for the damages effectively suffered by the latter, subject to point 2 of article 208 of the LCSP.