



SPECIFICATION OF PARTICULAR ADMINISTRATIVE CLAUSES

**FOR THE AWARD OF TECHNICAL SUPPORT, COORDINATION AND MANAGEMENT SERVICES FOR
THE REAYAH 2 PROJECT IN JORDAN.**

(File Number CTR.2026.06)

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PROSPECTUS OF THE SPECIFICATION OF PARTICULAR ADMINISTRATIVE CLAUSES OF THE PROCEDURE FOR THE AWARD OF TECHNICAL SUPPORT, COORDINATION AND MANAGEMENT SERVICES FOR THE REAYAH 2 PROJECT IN JORDAN.

A. Purpose of the contract

A.1. Purpose of the contract

The purpose of the contract is the provision of technical support and project management services from the CSAI Foundation in Jordan for the performance of coordination tasks relating to the operations of the Project Implementation Unit (PIU), all technical coordination of the project, and the provision of support to the Jordanian Ministry of Health during the implementation and justification of the project *"Improving the accessibility and quality of primary healthcare services for non-communicable diseases (NCDs) among vulnerable and refugee populations in Zarqa, Jordan"* (REAYAH 2), in accordance with the specifications set forth in the Specification of Technical Requirements.

Awardee company profile: <https://contrataciondelestado.es/wps/portal>

Procedure: Open simplified

Processing: Ordinary ☒ / urgent ☐

Common Vocabulary Nomenclature Code for Public Contracts (CPV):

CPV
75112100-5 Management services for development projects

A.2. Batches

Batch split: YES ☐ / NO ☒

In case of NOT splitting the purpose of the Contract into batches, justification: In accordance with Article 99.3(b) of the LCSP, the purpose of the Contract cannot be split, since the nature of the Contract does not allow units capable of separate use and constituting a functional unit to be determined. Also, splitting this Contract would make it difficult to properly execute it from a technical point of view.

Maximum number of Batches that each Tenderer can submit: **N/A**

Maximum number of Batches that can be awarded to each tenderer: **N/A**

Criteria or rules to be applied where, as a result of the application of the award criteria, a tenderer may be awarded a number of batches exceeding the maximum indicated in the notice and in the specifications: **N/A**

Integrating tenders are supported: **N/A**

B. Support of variants or improvements

Admissibility of variants: YES ☐ / NO ☒

Eligibility for improvements: YES ☐ / NO ☒

C. Tender base budget and estimated value of the Contract

C.1 BASE TENDER BUDGET

Tender amount (excl. VAT)	VAT type	VAT amount	Base tender budget (incl. VAT)
€48,000.00	-	-	€48,000.00
Base tender budget in figures:		€48,000.00	
Base tender budget in letters:		Forty-eight thousand euros.	

This Contract is exempt from VAT, pursuant to the provisions of Article 20 of Law 37/1992, of 28 December, on Value Added Tax.

Breakdown of the base tender budget:

ID	%	CONCEPT	AMOUNT
		DIRECT COSTS (DC)	
1		Labour	
		Project Coordinator	€40,073.47
2		TOTAL DIRECT COSTS	€40,073.47
		INDIRECT COSTS (IC)	
3	13%	General expenses	€5,209.55
4		TOTAL INDIRECT COSTS	€5,209.55
5		SUBTOTAL DIR + INDIR COSTS	€45,283.02
6	6%	INDUSTRIAL PROFIT	€2,716.98
7		TOTAL BASE TENDER BUDGET (BTB) EXCL. VAT	€48,000.00
8	-	Excl. VAT	-----
9		TOTAL BTB INC. VAT	€48,000.00

Concept	Monthly amount	Term of the contract	Total amount
technical support, coordination and project management services	€4,000.00	12 months	€48,000.00

The budget has been calculated taking into account the current market prices, in accordance with the provisions of Article 102.3 of the LCSP. For the calculation, the initial 12-month duration of the contract has been taken into account, at the stipulated monthly amount (€48,000.00).

C.2 ESTIMATED VALUE OF THE CONTRACT

Tender amount (Excl. VAT):	Projected modifications amount (Excl. VAT):	Amount of extension(s) (Excl. VAT):	Estimated value of the contract (Excl. VAT)
€48,000.00	€0.00	€72,000.00	€120,000.00
Total estimated value in figures	€120,000.00		
Total estimated value in letters	ONE HUNDRED AND TWENTY THOUSAND EUROS		

C.3 PRICE DETERMINATION SYSTEM

- ☐ Flat rate
☒ Unit prices
☐ Other

The tender is based on unit prices, therefore, in accordance with the provisions of the 33rd Additional Provision of the LCSP, the binding amount will be the unit price offered by the awardee company, whereas the base budget for the tender constitutes the maximum expenditure limit authorised. Consequently, the Foundation shall not be obliged to utilise the entire budget, as the final contract amount will depend exclusively on the services actually provided.

The use of unit prices expressed as an amount per month of service is appropriate to the nature of the contract, the purpose of which is the continuous and periodic provision of a service that can be measured in standardised time units. It will be during the performance of the contract, depending on its actual duration from the date of entry into force and the orders formally placed with the awardee company, that the actual number of months to be paid for shall be determined. To this end, the Foundation shall only pay for the months during which the service is actually provided, with the unit price being prorated by the number of days where the duration does not correspond to full months.

This unit price system ensures a direct correlation between expenditure and the service actually provided, allowing for more efficient financial management that is better aligned with the actual needs of the contract. It also avoids the rigidity of a fixed price and reduces the risk of budgetary over-provision, whilst facilitating the adaptation of the contract to possible variations in its duration or in the intensity of the service required.

In short, the structure based on monthly unit prices, with the possibility of the corresponding pro-rata calculation, is fully in line with the LCSP, respects the principle of efficiency in the use of public resources and allows for an objective, transparent and proportionate determination of the final cost of the contract.

D. Term of the contract

Initial term: Twelve (12) months from the formalisation date of the contract. In any case, the termination of the contract shall be subject to the completion of the overall project.

Extensions: YES ☒ / NO ☐

One possible extension of the contract is envisaged for a further eighteen (18) months, resulting in a maximum total duration of thirty (30) months.

Partial instalments: YES ☐ / NO ☒

E. Professional or business qualification required

YES ☐ / NO ☒

F. Accreditation of Solvency

For the accreditation of capacity and solvency, initially, only the affidavit must be submitted in accordance with the model set out in **Annex I**.

Only the company that is proposed as a successful awardee must present the supporting documentation that proves the economic and financial, technical and professional capacity and solvency established in clause 12.2.1 hereof.

Solvency shall be accredited through the specific solvency requirements (paragraph F.2).

F.1. Business classification

Accreditation of economic and technical solvency by Classification:

YES ☐ / NO ☒

F.2. Solvency

- Economic and financial solvency:

The economic and financial solvency shall be accredited in accordance with the provisions of Article 87 LCSP (a).

Specifically, an annual turnover of the tenderer must be accredited, referring to the best exercise within the last three available depending on the dates of incorporation or commencement of activities of the tenderer and submission of tenders, for a minimum amount equal to or greater than **EUR 20,000.00**.

It will be accredited through the contribution of its annual accounts approved and deposited in the

Commercial Registry, if the entrepreneur is registered in that registry, and otherwise by those deposited in the official registry in which it must be registered.

The accreditation of the submission in the Commercial Registry will be carried out through the means of the publicity established by Royal Decree 1784/1996, of 19 July, by which the Regulations of the Commercial Registry are approved, which are:

- Commercial Registry Informative Note
- Certification from the Commercial Registry
- Online certification from the Commercial Registry

Individual entrepreneurs not registered in the Commercial Registry will accredit their annual turnover through the submission of an affidavit, accompanied by the documents held by it that accredit the annual turnover declared.

Likewise, in accordance with the provisions of article 86.1 of the LCSP, when for a valid reason the economic operator is not in a position to present the references requested by the contracting authority, they will be authorised to prove their economic and financial solvency by means of any other document that the contracting authority considers appropriate.

- Technical or professional solvency:

The economic and financial solvency shall be accredited in accordance with the provisions letter “e)” of Article 90 LCSP.

As a requirement of technical or professional solvency, academic and professional qualifications of the person responsible for the execution of the Contract are required. Thus, a Bachelor’s degree in Economics, Accounting, Business Management, Finance, Business Administration and Management, or a similar subject, is required.

This will be accredited by an affidavit of the tenderer, without prejudice to the fact that the contracting authority may require the provision of a duly authenticated copy of the academic diploma or accreditation of the experience at any time during the procedure or during the execution of the Contract, in order to verify what is stated in the affidavit.

F.3. Assignment of personal and/or material resources

Personal Media Membership Commitment: YES ☒ / NO ☐

The tendering company, by providing the affidavit according to the model in Annex I, undertakes to assign to the execution of the Contract the personal means related below:

No. of profiles	Profile
1	Project Coordinator

Qualifications and experience required for profiles:

Personal means required	
Administrative and financial manager	
	Professional requirements: • Legal residence and Jordanian certificate of employment • A bachelor’s degree in health sciences (medicine, nursing or pharmacy) or a related field. • At least 5 years’ professional experience as a project/programme director, manager, coordinator or

	adviser. • At least 2 years' experience in project management within the healthcare sector. • Language skills: Advanced level in English and Arabic, both written and spoken • Office software: Intermediate level in the use of the Office software suite.
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The tenderer proposed as a awardee must accredit it with the contribution of:

- Curriculum vitae duly signed, containing the required training and professional experience.

Material media assignment commitment: YES ☐ / NO ☒

The commitments of allocation of personal and material resources shall be binding during the execution of the Contract, should it be awarded, and it will be necessary to dedicate at least the indicated resources.

Subrogation of workers: YES ☐ / NO ☒

G. Guarantees

Definitive guarantee: YES ☐ / NO ☒ (5% of the final price of the Contract, VAT excluded).

Possibility of constituting the guarantee by **withholding from the price:** YES ☐ / NO ☒

Supplementary Guarantee (5% of the award amount): YES ☐ / NO ☒

The justification for not requiring a definitive guarantee is duly included in the supporting memorandum, however, the following is specified:

Firstly, it should be noted that the purpose of the final guarantee is to ensure compliance with contractual obligations, as well as to cover any damages arising from partial non-compliance. However, in this case, payments shall be made on a monthly basis and always after the service has been provided, once its correct performance has been verified by the contract manager. This payment system, based on prior verification of the service actually provided, substantially reduces the financial risk for the CSAI Foundation, as there are no advance payments or prepayments that require additional cover. Consequently, the requirement for a final guarantee would not provide a level of protection significantly greater than that already guaranteed by the payment mechanism itself.

Secondly, the principle of proportionality must be taken into account, which requires that the conditions for access to the tender do not impose unnecessary or excessive burdens on economic operators. This aspect is particularly relevant in the present proceedings, given that the participation of Jordanian citizens and companies is envisaged, for whom the provision of a definitive guarantee could constitute a significant economic and financial barrier. Jordan's socio-economic situation, characterised by structural limitations on access to credit, restrictions within the banking system and difficulties in dealing with internationally recognised financial instruments, could make the requirement for a definitive guarantee a disproportionate obstacle that would adversely affect equal opportunities amongst tenderers. Consequently, imposing a definitive guarantee in a context where providing one may prove particularly onerous for certain tenderers could unjustifiably limit participation and reduce effective competition.

For all the above reasons and taking into account both the low exposure to economic risk arising from the payment method and the need to avoid disproportionate burdens that may restrict the participation of international economic operators, the decision not to require a definitive guarantee in this contract is considered fully justified, in line with the provisions of the LCSP and the principles governing public procurement.

H. Guarantee period:

Not established

I. Award criteria

THE MAXIMUM SCORE FOR EACH TYPE OF CRITERIA	
A) CRITERIA WHOSE QUANTIFICATION IS SUBJECT TO A VALUE JUDGEMENT	-
B) VALUABLE CRITERIA THROUGH FORMULAS	100.00
TOTAL MAXIMUM SCORE	100.00

B) Criteria that can be assessed through the application of formulas (100 points):

B. CRITERIA VALUABLE CRITERIA THROUGH FORMULAS		MAX SCORE			100.00
CRIT	CRITERION DESCRIPTION	CRITERION MAX SCORE	SUBCRIT	SUBCRITERION DESCRIPTION	SUBCRIT MAX SCORE
B.1		49.00			
	Economic tender		1	Amount of tender	49.00
B.2		51.00			
	Experience and training of the Work Team assigned to the execution of the contract		1	Five (5) points for holding a Master's degree in Project Management, Public Health, International Cooperation or a similar subject.	5.00
			2	Five (5) points for holding additional training in healthcare management or Jordanian public administration.	5.00
			3	Two (2) points for each additional year of experience, beyond the minimum required, in healthcare project management, up to a maximum of eighteen (18) points .	18.00
			4	Two (2) points for each additional year of experience in institutional coordination, administrative management or technical support within Jordanian public bodies, up to a maximum of eighteen (18) points .	18.00
			5	One (1) point for each year of professional experience in the health sector in Jordan, up to a maximum of five (5) points .	5.00

VALUATION METHOD

Criterion B.1

For the assessment of the economic tender, tenderers must fill in the statement form set out in *ANNEX II - ECONOMIC TENDER AND OTHER VALUABLE CRITERIA THROUGH THE APPLICATION OF FORMULAS*.

In this section, the best economic proposal offered will be evaluated, which will be assigned a maximum of 49 points. The evaluation of the item will be carried out by applying the following formula:

$$\text{Bid points (A)} = \text{Maximum score} \times \frac{\text{Lowest bid}}{\text{Bid (A)}}$$

The resulting score of each tenderer will include up to 2 decimal places. The amounts made by the tenderers may in no case exceed the amounts indicated in this statement.

Criterion B.2

- **Experience and training of the Work Team assigned to the execution of the Contract:**

- Five (5) points shall be awarded for holding a Master’s degree in Project Management, Public Health, International Cooperation or a similar subject.
- Five (5) points shall be awarded for proof of additional specialised training in Jordanian Public Administration, understood to mean training provided by public institutions, universities, international organisations, schools of public administration or officially recognised bodies, which specifically addresses the functioning, regulations, procedures, institutional structures or public policies specific to Jordan.
- Two (2) points shall be awarded for each additional year of experience, beyond the minimum required, in healthcare project management, up to a maximum of eighteen (18) points.
- Two (2) points shall be awarded for each additional year of experience in institutional coordination, administrative management or technical support within Jordanian public bodies, up to a maximum of eighteen (18) points.
- One (1) point shall be awarded for each year of professional experience in the health sector in Jordan, up to a maximum of five (5) points.

The above criteria will be accredited through the provision of curriculum vitae, which expressly states each of the criteria that are assessed, identifying the training and the years of experience for each of them.

J. Awarding Committee:

Composition:

Member	Position
Chairperson	Head of Project Management – CSAI Foundation
Secretary	Project Technician – CSAI Foundation
Member	State Solicitor – Coordinator of the legal aid agreement with FCSAI
Member	Head of the Technical General Secretariat Support Unit, Ministry of Health

K. Criteria for determining the existence of abnormal withdrawals

Objective parameters to identify abnormal tenders:

Pursuant to Article 149(b), and given that there is a plurality of qualifying award criteria, in order to assess the withdrawal of the tender, tenders initially incurring in disproportionate or abnormally low values shall be considered to be those that meet the following criteria:

When the percentage of the low tender amount in the economic valuation is met:

- a) When, with a single tenderer, it is lower than the maximum budget of the valuation by more than 25 percentage units.
- b) When two tenderers compete, the one that is more than 20 percentage units less than the other.
- c) When three or more tenderers compete, those that are more than 20 percentage units less than the arithmetic average of the tenders submitted.

Under Article 149 of the LCSP, where a proposal is identified that may be considered disproportionate or abnormally low, the tenderer who submitted it shall be heard to justify the assessment of the tender and to specify the conditions for the execution of the Contract, the technical solutions adopted and the exceptional favourable conditions available to meet the contractual obligations, the originality of the proposed performance, compliance with the provisions relating to the protection of employment and the working conditions in force at the place where the contractual service is to be performed, or the possibility of obtaining State aid.

The Awarding Committee shall assess whether the tender in question, which is suspected of being irregular, is viable or not and, if appropriate, shall propose its exclusion to the contracting authority.

L. Subcontracting

Tasks have been identified that cannot be subcontracted: YES ☐ / NO ☒

List of critical tasks: Not applicable.

M. Price review

YES ☐ / NO ☒

N. Contract manager

The management of the State Foundation, Health, Childhood and Social Welfare, F.S.P.

O. Special conditions of execution of a social, ethical, environmental or other nature

The elimination of paper as a support in any of the actions involved in the execution of the contract, which must be generally carried out by electronic means, is established as a special execution condition, being considered an essential contractual obligation for the purposes indicated in letter f) of article 211 of the LCSP.

The Foundation may request at any time during the execution of the Contract indications and the means of proof that it deems appropriate to verify compliance with the special condition of execution, such as contracts, invoices, affidavits for measures implemented, etc.

P. Place of execution of the Contract

The technical assistance shall be provided in person at the Ministry of Health's premises in Amman, Jordan, with regular visits to the Zarqa Governorate.

Q. Transfer of personal data

The execution of the Contract requires the transfer of personal data from the Foundation to the awardee company:

YES ☐ / NO ☒

The processing will consist of:

Specification of the processing to be carried out:

Collection	☐	Modification	☐
Structuring	☐	Preservation	☐
Removal	☐	Query	☐
Communication by transmission	☐	Diffusion	☐
Deletion	☐	Interconnect	☐
Destruction	☐	Authentication	☐
Preservation	☐	Limitation	☐

Other:

In the event that the execution of the Contract requires the processing by the awardee of personal data on behalf of the Foundation, in addition to the formalisation of the main Contract, the Foundation and the awardee will sign the relevant data controller Contract for the processing of personal data, the latter must provide at that time an affidavit in which it shows where the servers are going to be located and from where

the services are going to be provided (if any) associated therewith, being obliged to inform the Foundation of any amendment that may be made to the information provided in the said affidavit during the term of the Contract.

R. Amendment of the contract

Increase of up to 10% of the Contract price according to Article 309 LCSP: YES ☒ / NO ☐

Amendments to the Contract are foreseen (Article 204 LCSP): YES ☐ / NO ☒

S. Penalties

S.1 Defective Performance Breaches:

In order to ensure proper fulfilment of the contractual obligations, the following penalties, of up to 10% of the contract price, are established and shall apply to the contractor in the event of non-compliance:

- In case of incurring an annual breach, a penalty of 3% of the Contract price will be imposed.
- In case of incurring two or three annual breaches, a penalty of 6% of the Contract price will be imposed.
- In case of incurring more than three annual breaches, a penalty of 10% of the Contract price will be imposed.

S.2. Due to delay:

For total or partial failure to comply with the term, a daily penalty will be imposed in the proportion of €0.60 per €1,000 of the Contract price, excluding VAT.

T. Payment and invoicing

All the services described in the technical specifications to be carried out by the awardee in the established terms will be invoiced on a **monthly basis**. **Both the invoices and the payment of the same will be made in euros, through the corresponding bank transfer, the cost of which is understood to be included in the price of the Contract.**

The payment of the works will be carried out by certification that will be issued in the first ten days of the month following the month to which the works pertain, after submission of an assessed list of the works carried out. Together with the assessed list, the awardee company must provide the monthly report specifying the work carried out in the month subject to certification.

Invoices must be issued in the format set by the Foundation, in any case containing the breakdown of the applicable indirect taxes indicating the title and file number of the contract.

U. Information about the procedure

U.1. Queries: Any queries that the tenderers may have concerning the procedure by which the Contract is awarded, the specifications or any other related query, must be made through the Public Sector Contract Platform, where it will be made public in order that all the tenderers may obtain this information, on the basis of the principle of equal treatment and transparency.

Queries by interested parties and answered by the awarding body shall be published via the questions and answers section of the notice board of the award profile, provided that the awarding body considers them to be of interest to all tendering companies.

Binding nature of responses to queries: YES ☒ / NO ☐

U.2. Award Profile Notices System: to be informed of notices related to the award procedure, we suggest that you use the award profile notices system, which you can find through this link: <https://contrataciondelestado.es/wps/portal/plataforma>



V. Intellectual and/or industrial property rights

Applicable: YES ☐/NO ☒

W. Documentation prior to the formalisation of the Contract

Applicable: YES ☐/NO ☒

SPECIFICATION OF PARTICULAR ADMINISTRATIVE CLAUSES FOR THE AWARD OF TECHNICAL SUPPORT, COORDINATION AND MANAGEMENT SERVICES FOR THE REAYAH 2 PROJECT IN JORDAN.

I. GENERAL PROVISIONS

1. Introduction

The **Fundación Estatal, Salud, Infancia y Bienestar Social, F.S.P.** [Spanish for “State Foundation for Health, Childhood and social Welfare, F.S.P.”] (hereinafter, Fundación FCSAI or the Foundation) is constituted as a Foundation of the state public sector, of general interest in the field of health, social services, the protection of minors and the promotion of equality, both in Spain and in other countries.

The Foundation has its own legal personality and full capacity to act, being able to carry out, consequently, all those acts that are necessary for the fulfilment of its purposes, subject to the provisions of the legal system.

The Foundation aims to design, promote and carry out activities collaborating with and supporting the functions that the General Administration of the State, its bodies and entities under public law and in particular the Ministry of Health, carry out in the framework of health protection and health care, social cohesion and inclusion, the family, child protection, care for dependent or disabled people, the promotion of equality, consumption and social welfare, as well as the fight against all kinds of discrimination, against gender-based violence and against child poverty, at the national and international levels.

It has established its address at Calle Sinesio Delgado, No. 6 in Madrid. The Foundation may act both nationally and internationally. And it will do so, particularly in those geographical areas with which Spain has strong cultural, historical and economic links, such as Latin America, Equatorial Guinea and the countries of the Mediterranean.

Tenderers have access to the Foundation’s Award Profile, [Award Profile - FCSAI](#)

On the State Procurement Platform: [Public Sector Procurement Platform \(contrataciondelestado.es\)](#)

In which you will be able to access all the information relating to the contractual activity of the entity. The publication in the Award Profile of the Foundation will have the effects foreseen in the LCSP.

2. Purpose of the contract

- i. The object of this award procedure is the provision described in **Section A** of the prospectus.
- ii. The coding expression for the Common Contract Vocabulary (CPV) nomenclature is the one that appears in **Section A** of the prospectus.
- iii. The batches into which the Contract purpose is split are identified in **Section A** of the prospectus.
- iv. The technical description of the service to be awarded is included in the technical specifications (hereinafter “PPT”).
- v. This specification and the specifications of the technical requirements shall be of a contractual nature.
- vi. The admission of variants or improvements is regulated in **Section B** of the prospectus.
- vii. The needs that are intended to be met with the award of this Contract are those contained in the PPT and in the supporting report.

3. Legal regime of the Contract

The CSAI Foundation is included in the subjective scope of Law 9/2017 on Public Sector Contracts, which transposes into the Spanish legal system the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of February 26, 2014 (LCSP, hereinafter) under the provisions of Article 3.1.e) thereof, in its capacity as Public Foundation. It has the consideration of Awarding Body other than a Public Administration, pursuant to Art. 3.3.b) LCSP. Given the nature of the Foundation, this Contract shall be considered a private Contract, as established in Article 26.1(b) LCSP.

Accordingly, the present award procedure and the Contract shall be governed by the provisions of Book Three, Title I of the said LCSP (Articles 316 to 320).

Thus, the preparation and award of the Contract will be applied to the provisions contained in Article 317 of the LCSP. As for the effects and termination of the Contract, it will be governed by the rules of private law and by the provisions of the LCSP indicated in Article 319.

The present Special Clauses, the Technical Prescriptions, their annexes, budgets and conditions presented and accepted, as well as the other documents relating to the tender, are contractual. In case of disagreement between this document and any of the aforementioned contractual documents, the former shall prevail over the latter. Ignorance of the Contract in any of its terms, of the annexed documents that are part thereof, or of the documents or rules of any kind approved by the Foundation, which may be applicable in the execution of the agreed, shall not relieve the awardee from the obligation to comply therewith.

4. Contract tender base budget, estimated value and Contract price

- i. The tender base budget is the one listed in **Section C** of the prospectus. It means the amount at which it values the cost of the execution of the Contract without taking into account extensions or any eventual cost.
- ii. Under Article 101 of the LCSP, the estimated value of the Contract is the total amount that can be reached by the Contract, excluding Value Added Tax, payable according to the estimates of the awarding authority, including any extensions and amendments that, where applicable, are foreseen in **Section C**.
- iii. The price of the Contract is the one resulting from the award, according to the tender submitted by the tenderer. When this consists of one or more unit prices, the price of the Contract will be the one that results from applying these to the units actually executed, regardless of the amount of award.
- iv. The economic tender must be expressed without including VAT, which will be charged, where appropriate, on each of the invoices corresponding to the Contract. For this purpose, the tenderer must specify in his tender as an independent item and it will be reflected in the Contract that is signed, the rate of VAT that will be charged on the taxable base in the corresponding invoice, in accordance with the legislation in force at the time of issuing the invoice.
- v. The price of the Contract shall be considered to include all other taxes, fees and charges of any kind that may apply, as well as all expenses that arise for the awardee as a result of the fulfilment of the obligations contemplated in this document and in the PPT.

5. Existence of the credit

As required by Article 116 of the LCSP, a certificate issued by the Economic and Financial Directorate of this Foundation, which is incorporated into the file, is credited enough and adequate to meet the economic obligations arising for the Foundation from the fulfilment of this Contract.

6. Term of the contract

The term of the Contract is as indicated in **Section D** of the characteristics table. The same paragraph shall indicate whether the initial term of the Contract is likely to be extended. The initial date of the Contract will be counted from the date of formalisation of the contractual document if nothing is indicated therein, or from the time or date indicated in the said document.

For the various stages in which the Contract may be decomposed, partial periods may be established in the Contract, which shall also be set out in the aforementioned section of the characteristics table.

II. DRAFTING OF THE CONTRACT.

7. Electronic means of communication

- i. Under the provisions of the fifteenth additional provision of the LCSP, the processing of this tender involves the practice of notifications and communications as a result exclusively by electronic means.

- ii. The communications and notifications carried out during the award procedure and during the term of the Contract will be made by electronic means through the email designated in the proposal for the purpose of notifications in accordance with the LCSP.

However, the deadlines for notifications made during the special appeal procedure by the Central Administrative Court of Contractual Appeals are, in any case, from the date of dispatch of the notification communication.

The CSAI Foundation, in compliance with the principle of transparency in award procedures and effectiveness and efficiency of administrative action, will encourage the use of electronic, computer and online means in this procedure.

Access to the public sector procurement platform is free and allows the procedure sheets and electronic notifications to be consulted and downloaded, and proposals to be submitted.

Tenderers must sign by means of a recognised electronic signature, validly issued by a Certification Service Provider and that guarantees the identity and integrity of the document, the tender and all the documents associated therewith, in which the signature of the proxy is necessary, in accordance with REGULATION (EU) No. 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL, dated 23 July 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and in Law 6/2020, of 11 November, regulating certain aspects of electronic trust services.

8. Capacity to participate in tenders. Technical and financial solvency

- i. Natural or legal persons, Spanish or foreign, who meet the following conditions are authorised to participate in this tender and to sign, where appropriate, the corresponding Contract:
- Having legal personality and full capacity to act, in accordance with the provisions of Article 65 of the LCSP;
 - Not incurring in any of the causes of prohibition to participate in tenders contained in Article 71 of the LCSP, which can be accredited by any of the means established in Article 85 of the LCSP.
 - Demonstrating the solvency required, in the terms established in **Section F** of the prospectus and in accordance with the provisions of Article 90 LCSP.
 - The tenderers, whether natural or legal persons, must also have the business or professional qualification that, if applicable, is required for the performance of the activity or provision that constitutes the object of the Contract and that is stated in **Section E** of the prospectus. Likewise, they must prove that their purpose or activity is related to the object of the Contract and that they have an organisation with sufficient staff and material elements for the proper execution of the Contract.
 - Having the necessary authority to represent the bidding company.
 - Companies awarded contracts for the supervision, monitoring, control and management of the performance of services referred to in this document, or companies linked to them, may not compete for the tender, these being understood as those that incur in one or more of the situations provided for in Article 42 of the Commercial Code.
 - Under the provisions of Article 159 LCSP, all tenderers who apply to tenders carried out through this simplified procedure must be registered in the Official Register of Tenderers and Classified Companies of the Public Sector, or when appropriate, under the provisions of paragraph 2 of Article 96 LCSP, in the Official Gazette of the corresponding Autonomous Community, on the final date for submission of offers, provided that the competition is not limited. For these purposes, the tenderer's proposal that certifies having submitted the application for registration in the corresponding Registry together with the mandatory documentation for this purpose, will also be considered admissible, provided that such application is dated prior to the final date for

submission of offers. The accreditation of this circumstance will take place through the contribution of the acknowledgement of receipt of the application issued by the corresponding Registry and an affidavit of having provided the mandatory documentation and of not having received a request for correction.

However, in view of the characteristics and particularities of the services comprising the purpose of the Contract, and in order not to limit competition, the provisions of the previous paragraph shall not apply generally to all tenderers. The capacity and solvency requirements shall be accredited in the manner stipulated in clause 15 of these specifications.

The circumstances relating to capacity, solvency and absence of prohibitions to participate in tenders must be complied with at the end of the date of submission of tenders and remain for the entire term of the Contract.

- ii. The ability of Spanish companies to act will be accredited by a notarised or administrative copy of the deed of incorporation or amendment or by the deed of incorporation or amendment registered in the Commercial Registry, when necessary, in accordance with commercial legislation. When it is not, it will be accredited by deed or document of incorporation, statutes or registration of incorporation, indicating the rules that govern its activity, registered, where appropriate, in the corresponding official registry. It is also necessary to provide the tax code of the company.

Supporting documents concerning representative powers:

- iii. Those who appear or sign propositions on behalf of another will provide a power of attorney to that effect by means of an original power of attorney document or notarial certified copy of the original power of attorney. If the tenderer is a legal entity, this power of attorney must be registered in the Commercial Registry. If it is a power of attorney for a specific act, registration is not required in the Commercial Registry, in accordance with Article 94.1.5 of the Commercial Registry Regulation.
- iv. The original document proving the signer's representative powers may be replaced by an administrative or notarised copy thereof, provided that the date of the signature is later than the request for a tender and that the signature has been made on the original document.
- v. However, the provisions of these previous paragraphs, in the case of notarial certified copy or authorised copy of a date prior to the request for a tender, an affidavit of the proxy must be provided, stating that the power of attorney provided is in force at the time that its tender is submitted.
- vi. The entrepreneur in the case of a natural person or the company, its directors and representatives in the case of a legal person, must provide an affidavit in which it is stated that they are not prohibited from participating in tenders, as per Article 71 of the LCSP, and it will expressly indicate that the person has complied with the pertinent tax and Social Security obligations imposed by the provisions in force. And this notwithstanding the need to prove such circumstances in the terms provided for in Article 72 of the LCSP, other rules of the RGLCAP that apply thereto and this document.

The capacity to act of non-Spanish companies of the Member States of the European Union or signatories to the Agreement on the European Economic Area must be accredited by registering in the appropriate professional or commercial registers of their Member State of establishment or by submitting an affidavit or one of the certifications indicated in Annex XI of Directive 2014/24/EU.

The capacity to act of foreign companies from non-member states of the European Union or signatories to the Agreement on the European Economic Area shall be accredited by the submission of a report issued by the permanent diplomatic mission or by the Spanish Consular Office of the place of residence of the company, in which, after the company has been accredited, they are registered in the local professional, commercial or similar register, or, failing this, that they regularly act in local traffic within the scope of the activities covered by the purpose of the Contract. They must also submit a report on the permanent diplomatic mission of Spain or the General Secretariat of Foreign Trade, demonstrating that the State of which they are nationals has signed the World Trade Organization (WTO) Agreement on public procurement, provided that they are contracts subject to harmonised regulation—of estimated value equal to or greater than €215,000—or, otherwise, the reciprocity report referred to in Article 68 of the LCSP.

- vii. Companies that have participated in the drafting of technical specifications or preparatory documents for the Contract or have advised the awarding authority during the preparation of the award procedure may participate in the tender provided that their participation does not distort competition within the contract.

9. Guarantees

9.1. Definitive guarantee

If expressly stipulated in **section G** of the contract's prospectus, the **definitive guarantee** must be constituted for the amount established in any of the forms established in article 108 of the LCSP and must be formalised, in person, before the Foundation itself or by electronic means.

If constituted through a guarantee or a surety insurance contract, the forms included as **Annexes III-A and III-B**, respectively, of this specification must be used. The definitive guarantee shall cover the items mentioned in article 110 of the LCSP.

The definitive guarantee shall not be returned or cancelled until the guarantee period has expired and the contract in question has been satisfactorily fulfilled, or until the termination of the contract is declared without fault on the part of the contractor. The return and cancellation of the guarantees shall be carried out in accordance with the provisions of articles 111 of the LCSP and 65.2 and 3 of the RGLCAP.

In the case of temporary joint ventures, the definitive guarantee may be constituted by one or several of the participating companies, provided that together they reach the amount required in **Section G** of the prospectus.

The definitive guarantee shall cover the following items:

- a) The obligation to formalise the contract on time, in accordance with the provisions of article 153 of the LCSP.
- b) The penalties imposed on the contractor.
- c) The correct execution of the services included in the contract, including the improvements that, offered by the contractor, have been accepted by the contracting body.
- d) The expenses incurred by the Foundation as a result of the contractor's delay in fulfilling its obligations.
- e) Damages and losses caused to the Foundation as a result of the execution of the contract or its breach, when its termination is not appropriate.
- f) The seizure that may be decreed in the cases of termination of the contract, in accordance with what is established therein or in the LCSP.
- g) The existence of vices or defects in the performance.

When, as a consequence of a modification of the contract, the price thereof undergoes variation, the guarantee constituted shall be readjusted so that it is in due proportion to the price of the contract resulting from its modification.

When, as a result of the modification of the contract, the total value thereof varies, the guarantee constituted shall be adjusted to the amount necessary for the appropriate proportion between the guarantee and the budget of the contract in force at any given time, within fifteen days of the date on which the company is notified of the modification agreement. For these purposes, price variations that occur as a result of a revision thereof in accordance with the LCSP in the chapter relating to the revision of prices in public sector contracts shall not be taken into account.

Where the penalties or compensation payable by the awardee company are drawn on the guarantee, they must resubmit or extend the guarantee within fifteen days of the guarantee being drawn on.

In the event that the guarantee is not adjusted in the cases mentioned in the previous section, the awarding body may terminate the contract.

In accordance with the provisions of article 111 of the LCSP, the definitive guarantee will be returned or cancelled once the guarantee period has expired and the contract has been successfully fulfilled, or the termination for reasons not attributable to the contractor.

In the event that the contract is divided into batches, the definitive guarantees will only be presented in respect of the awarded batches.

9.2. Supplementary guarantee

If this is expressly established in **Section G** of the prospectus, the contracting body may establish a supplementary guarantee of up to 5% of the contract award amount, in addition to the definitive guarantee, and the total guarantee may reach 10% of the contract price.

For all purposes, this guarantee shall be considered the definitive guarantee. This supplementary guarantee shall be required in all cases when the award is made to a company whose proposal includes abnormal values. Should any penalties or compensation payable by the contractor under the definitive guarantee be enforced, the contractor must replenish or extend the guarantee by the appropriate amount within fifteen days of such enforcement; and failure to do so shall constitute grounds for termination.

III. TENDERING PROCEDURE

10. Award procedure

The procedure for processing the file and the procedure for awarding the Contract shall be as set out in **Section A** of the prospectus.

11. Award criteria

The award shall be made by the tendering company which, as a whole, makes the best tender in accordance with the award criteria specified in **Section I** of the prospectus.

12. Submission of tenders

Tendering companies must submit the documentation that makes up their tenders in 1 electronic envelope-file, within the maximum period indicated in the tender notice:

- **Single envelope:** Administrative documentation, technical documentation explaining the way in which the Contract is to be executed as required in the PPT (report, if required) and the documentation corresponding to the accreditation of the criteria evaluated by application of mathematical formulas, both technical and economic.

The format of the admissible electronic document is mainly the PDF, notwithstanding the fact that for some specific tender documents are requested in spreadsheet format (Excel) or others.

Confidentiality

In accordance with Article 133 of the LCSP, tenderers may expressly indicate which documents are confidential. The FCSAI shall respect such confidentiality provided that the information designated actually meets the legal requirements to be considered confidential. However, where the confidentiality declaration is inappropriate or excessive, and it is necessary to allow access to the documentation to ensure the proper defence of other tenderers, the FCSAI may provide such information to the extent strictly necessary, whilst in all cases upholding the principles of transparency and equal treatment.

Interested parties may obtain the Specifications of Particular Administrative Clauses and Technical

Specifications in the award profile of the Foundation:

Award Profile - FCSAI and on the Public Sector Procurement Platform (PLACSP).

The awarding authority shall communicate with the tenderers through the PLACSP that they designate in their proposal for the purpose of notifications.

Tenderers must provide a 'valid' e-mail address for notification purposes (article 140 of the LCSP).

- i. Those interested in the tendering procedure may request from the awarding entity additional information on the specifications and other supplementary documentation provided that this request is made at least 12 days before the deadline for submitting the proposals, or within the time limit indicated in the tender notice. The awarding authority shall provide the requested information at least 6 calendar days before the end of the deadline for submitting tenders.
- ii. The proposals are secret, and their presentation implies unconditional acceptance by the tendering company of the content of the Specification of Technical Requirements (PCP), the PPT, as well as the authorisation to the awarding body to consult the data contained in the Official Register of Tenderers and Classified Companies of the Public Sector, or the official lists of economic operators of a Member State of the European Union.
- iii. Tenders that have omissions, errors or defects that prevent the Foundation from clearly determining everything that it deems essential for the tender, or that, when they are required, do not specify the staff or material means to assign to the execution of the Contract will not be accepted.
- iv. Each tendering company may not submit more than one proposal. Nor may it subscribe any proposal in UTE (Temporary Union of Companies) with others if it has done so individually or it appears in more than one UTE. Violation of these rules will result in the non-admission or exclusion of any of the proposals that have been signed.
- v. Where the **sole criterion for selecting the awardee of the contract is price**, the contract must be awarded within a maximum period of fifteen (15) days from the day following the opening of proposals.
- vi. When a **number of criteria must be taken into account for the award of the contract, or where a single criterion is used and this is the lowest life-cycle cost**, the maximum period for making the award shall be two (2) months from the opening of the proposals, unless another period has been established in these tender specifications.

If the proposal is contained in more than one envelope or electronic file, such that these must be opened in several separate proceedings, the aforementioned period shall be calculated from the first opening of the envelope or electronic file containing a part of the proposal.

The time limits specified in the preceding paragraphs shall be extended by fifteen (15) working days when it is necessary to follow the procedures referred to in Article 149(4) of this Law.

- vii. If the contract is not awarded within the time limits specified in the preceding paragraph, tenderers shall be entitled to withdraw their proposal and to a refund of the provisional guarantee, if this exists.

On the contrary, if the tenderer withdraws their bid before the time limit specified in section VI of this clause and does so without just cause, they shall be liable to pay compensation for any loss or damage caused to the Foundation as a result of their breach.
- viii. The bid submitted by the awardee company shall remain valid for the entire duration of the contract.

13. Contents of the envelopes

CONTENTS OF THE SINGLE ENVELOPE - GENERAL DOCUMENTATION (PERSONALITY, CONTRACTUAL CAPACITY AND SOLVENCY) AND SUPPORTING DOCUMENTATION OF THE CRITERIA EVALUATED THROUGH A VALUE JUDGEMENT.

a) The documentation proving the awardee company's capacity must not be provided initially in this envelope, and it shall be substituted by the **affidavit** referred to in Article 159.4(c) of Law 9/2017 on Public Sector Contracts, which appears in this document as **Annex I**, through which they declare the following:

- That the company is validly incorporated and that, in accordance with its corporate purpose, it can apply for the tender, as well as that the signatory of the Affidavit has the proper representative powers to submit the proposal and the Affidavit.
- That it meets the requirements of economic, financial, technical and professional solvency, in accordance with the minimum requirements required in this specification, and that the sufficient staff and/or material means indicated in **Section F.2** of the prospectus shall be devoted or assigned to the performance of the Contract. This commitment is an essential obligation.
- That it is not prohibited from participating in tenders.
- The companies linked to the same business group that have submitted to the tender or, where appropriate, an indication that no other company linked to the business group has been submitted. Companies linked to a business group are understood to be companies that are in any of the cases of Article 42.1 of the Commercial Code.
- That it meets the rest of the established requirements and that these can be accredited through the Affidavit.

Likewise, the first name, surname(s) and tax identification number of the person or persons authorised to access electronic notifications must be included, together with their e-mail addresses, in accordance with clause 5 of these specifications. In order to ensure the receipt of electronic notifications, it is recommended to designate more than one authorised person to receive them, as well as several e-mail addresses where notifications can be received.

In addition, tendering companies must indicate in the Affidavit, where appropriate, the information concerning the person or persons authorised to represent them in this tender.

The Affidavit must be submitted signed by the person or persons who have the appropriate representative powers of the company to submit the proposal.

In the event that the tendering company uses the solvency and resources of other companies in accordance with Article 75 of the LCSP, or intends to outsource part of the provision, this must be indicated in the Affidavit and each of the outsourcing companies must submit an Affidavit.

Bidding companies appearing in a national database of a Member State of the European Union, such as a virtual business file, an electronic document storage system or a pre-qualification system, free of charge, only have to provide the information that does not appear in these databases in the Affidavit. Thus, companies registered in the Official Registry of Tenderers and Classified Companies of the Public Sector (ROLECE), are only obliged to indicate in the Affidavit the information that is not registered in these registers, or that is not valid or updated. In any case, these companies must indicate in the Affidavit the necessary information that allows the contracting authority, where appropriate, to access the corresponding supporting documents or certificates.

The submission of supporting documentation of compliance with the requirements of this specification, which has been indicated in the Affidavit, must be accredited by the proposed company as an awardee company.

However, the awarding body may require tendering companies to submit all or part of the documentation justifying compliance with the prerequisites, when it considers that there are reasonable doubts about the validity or reliability of the Affidavit or when it is necessary for the proper conduct of the procedure. However, the tendering company that is registered in ROLECE or that is listed in a national database of a Member State of the European Union with free access is not obliged to submit supporting documents or other documentary evidence of the data recorded in such registers.

b) Foreign companies must complete the statement designating the courts of Spain to rule on disputes that may directly or indirectly arise from the Contract, waiving, where appropriate, the foreign jurisdiction to which

the tenderer may be entitled. This Affidavit is the one included in **Annex I** of these specifications.

c) Affidavit of workers on staff with disabilities and the percentage of **temporary contracts**: Under Article 147 of the LCSP, where appropriate, tendering companies shall submit a declaration of having an employment relationship with persons with disabilities in excess of 2% and the percentage of temporary contracts, in the event of a tie in the score of tenders submitted, in accordance with **Annex I**.

If the technical report submitted shows that there has been a breach of any or some of the minimum technical requirements set out in the PPT, the tenderer shall be excluded.

d) **Economic tender and other criteria that can be assessed through the application of formulas**, by completing the template set out in **Annex II**. The tender cannot be greater than the Tender Budget or Unit Amounts.

Within the price of the tender are included all types of expenses, arbitrations or necessary fees that originate due to the Contract and its correct execution.

Tenderers are advised to use the Financial Proposal template included as **Annex II**, in order to facilitate the assessment and comparison of bids. However, financial proposals which, although not strictly in accordance with the template, are clear, comprehensible and contain all the information required in the tender documents shall be accepted. Only those bids whose financial proposal lacks the necessary information, is unintelligible or does not allow for the proper verification of the elements to be evaluated in accordance with the provisions of these tender documents shall be rejected.

e) **Curriculum vitae**, duly signed, expressly stating each of the criteria assessed in **Section I** of the prospectus of the PCAP, identifying the training and years of experience for each of them.

i. Technical references

Furthermore, the tenderer shall include any other documents expressly indicated in the technical specifications and which allow it to be verified that the tender complies with the required technical specifications, but that will not be evaluated.

The tendering companies may indicate the data that they consider confidential included in envelope 1. Confidentiality affects, among other aspects, technical or commercial secrets, confidential aspects of tenders and any other information whose content may be used to distort competition, either in that bidding procedure or in other subsequent procedures.

14. Development of the procedure

- i. The Awarding Committee/Support Body shall, in a closed session, examine and assess the formal validity of the general documentation contained in the **single envelope**, and shall approve the admission of those tendering companies whose documentation is complete and meets all the requirements. In the event that there are tenderers whose documentation has been submitted with rectifiable defects or omissions, the interested parties shall be notified so that they may be rectified, being granted a period of 3 calendar days to submit the rectified documentation, in accordance with Article 141 of the LCSP. The bidding companies concerned must correct the defects. If they do not, they will be definitively excluded from this award procedure.
- ii. Once the general documentation has been assessed and any defects or omissions identified have been rectified, the Awarding Committee/Support Body shall proceed to evaluate the documentation relating to the quantifiable award criteria by simply applying the relevant formulas to the admissible tenders, awarding the corresponding score.
- iii. The Awarding Committee/Support Body shall reject, stating reasons, any proposals that do not meet the established requirements, exceed the base tender budget or the unit prices where applicable, deviate substantially from the established proposal templates, contain a blatant error in the proposal amount, or where it is found that the tenderer's bid contains any error or inconsistency that renders it unviable.

The existence of errors in the economic proposals of the tendering companies will imply the exclusion

of the award procedure, when the principle of equality may be affected, since they are errors that prevent the actual tender price from being determined with certainty, thereby making it impossible to evaluate the tender.

In the event that after the assessment there is a tie between two or more tenders, this will be resolved by applying in order the following social criteria, referred to the time of end of the deadline for submitting tenders:

- a) Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, with the highest number of permanent workers with disabilities in the workforce, or the highest number of workers in the workforce.
- b) Lower percentage of temporary contracts in the workforce of each of the companies.
- c) Higher percentage of women employed in the workforce of each of the companies.

The Awarding Committee/Support Body may request any technical reports it deems necessary before submitting its award proposal. These reports can also be requested when it is felt necessary to verify that the tenders meet the technical specifications of the PPT. Proposals that do not meet these requirements will not be evaluated.

Reports may also be requested from the social organisations of the users receiving the service, from the organisations representing the scope of the activity to which the object of the Contract pertains, from trade union organisations, from organisations advocating for gender equality and other organisations to verify social and environmental considerations.

The Awarding Committee/Support Body shall be made up of the persons indicated in **section J** of the prospectus.

15. Classification of tenders and documentation requirements before the award

- I. The overall rating of the tenders will be the result of adding up the score obtained in the different criteria.
- II. In accordance with the provisions of Article 150 of the LCSP, the Awarding Committee/Support Body shall rank, in descending order, the tenders submitted that have not been declared disproportionate or anomalous and shall propose that the contract be awarded to the tender deemed to be the most economically advantageous.
- III. Once the contracting authority has accepted the proposal of the Awarding Committee/Support Body, the relevant departments shall require the tenderer proposed as the awardee company to submit, within a maximum of seven (7) working days from the day following receipt of the request, the supporting documentation listed below, which validates Envelope 1 as administrative documentation, or as the single envelope where applicable.

The tendering company that has submitted the best tender must submit the following documentation:

With regard to the accreditation of capacity and solvency, the following documents shall be provided:

- a) Documentation proving the personality and capacity of the bidding company, in accordance with clause 6 of this specification.

a.1.) Entity with legal personality: If the tenderer is a Spanish company, the accreditation will be carried out by deed or document of incorporation, statutes or registration of incorporation, indicating its purpose or corporate activity, as well as the rules that govern the legal person and any modification of the said documents, duly registered, where appropriate, in the corresponding public registry, according to the type of legal person in question, and certified copy of the ID Document (DNI).

In addition, legal persons must have a purpose, object or scope of activity, in accordance with their statutes or foundational rules, related to the purpose of the Contract. Likewise, and in the case of a professional company, its members must have the representative capacity that, if applicable, is necessary for the performance of the activity in accordance with current regulations.

First copy of the deed granting powers in favour of the person acting as an agent or legal representative, as well as his/her N.I.F. and certificate of registration in the Commercial Registry with a date of issue not exceeding 2 months.

a.2.) Natural person: If the tendering company is a Spanish natural person, the aforementioned accreditation will be made by presenting the national identity document (DNI), or document that replaces it, and the tax identification number (NIF), if it is not included in the aforementioned DNI. In the case of a foreign natural person, it will be accredited by means of a document equivalent to the DNI/NIF.

In addition, people must have the representative powers that, where appropriate, is necessary for the performance of the activity in accordance with current regulations.

a.3.) EU company or Member States of the European Economic Area: They shall have the ability to enter into contracts with the non-Spanish legal or physical entity of the Member States of the European Union or of the European Economic Area which, in accordance with the legislation of the State in which they are established, are entitled to carry out the provision.

The working capacity of these companies will be accredited by their registration in the register of the legislation of the State in which they are established, or by submitting a declaration or sworn certification, referred to in paragraph 1 of Annex I to Royal Decree 1098/2001, from 12 October.

Where the legislation of the State in which these undertakings are established requires special authorisation or membership of a particular organisation to fulfil the subject matter of the Contract in question, they must demonstrate that they comply with this requirement.

a.4.) Other foreign entrepreneurs: Natural or legal persons from States that do not belong to the European Union or that are not signatories to the Agreement on the European Economic Area must justify by means of a report from the Respective Spanish Permanent Diplomatic Mission in the corresponding State or of the consular office in the territorial area in which the employer's domicile is located, registered in the local professional, commercial or similar registry, or who regularly act in local traffic within the scope of activity to which the object of the contract extends. Likewise, they must submit a report in accordance with the state of origin of the foreign company that admits the participation of Spanish companies in award procedures with the administration and entities, organisations or entities of the public sector assimilated to those related to article 3 of the LCSP, in substantially analogous form.

a.5.) Signatory of the tender: If the tenderer acts through a representative or is a legal person, it is necessary to provide:

- Power of attorney, duly registered in the pertinent Public Registry.
- DNI and NIF of the representative and signatory of the economic proposal.

a.6.) Solvency: All the supporting documentation must be submitted to meet the criteria of technical and financial solvency required in **Section F** of the prospectus.

Where the awardee is a newly created company, and the Contract is not subject to harmonised regulation, meaning that it is less than five years old, its technical solvency shall be accredited by one or more of the means set out in the letters "b" to "i" of Article 90.

Concerning compliance with tax and social security obligations, the following documents must be provided:

- a) Registration for the Tax on Economic Activities, under the heading corresponding to the purpose of the Contract, and last invoice, provided that it carries out activities subject to the said Tax and not exempt from the said tax.
- b) Positive certificate, issued by the competent body, indicating that the awardee is up to date on compliance with the obligations with the Social Security Institute.
- c) Administrative certification of the Tax Agency of the Ministry of Finance that certifies that they are up to date with the fulfilment of their tax obligations.

In the event that the company proposed as an awardee is foreign, the documents indicated in paragraphs a), b) and c) above shall be accredited by means of an affidavit where these points are reflected, or by means of equivalent documentation, according to the State to which the company or natural person belongs.

Workers with disabilities:

Tenderers who have 50 or more workers on their staff will be obliged to have at least two percent of working people with disabilities or to adopt the alternative measures provided for in Royal Decree 364/2005, of 8 April, which regulates exceptional alternative compliance with the reservation quota in favour of workers with disabilities. To this end, in any case, a certificate must be provided from the company stating both the overall number of workers on staff and the particular number of workers with disabilities therein.

In the event that they have opted for compliance with the legally provided alternative measures, they must provide a copy of the exception declaration and a declaration with the specific measures applied.

Likewise, they must state in the aforementioned certificate the percentage of permanent workers with disabilities in the workforce, for the purposes of what is established for cases of ties in the clause relating to the selection of tenders.

Tenderers who have less than 50 workers on their staff must provide, in any case, a certificate accrediting the number of workers on staff.

The aforementioned certifications will be accredited according to the model established in **Annex I**.

Promotion of equality between women and men:

In accordance with the provisions of Article 45 of Organic Law 3/2007, of 22 March, for the effective equality of women and men, they must prove that the Equality Plan provided for therein has been drawn up and effectively implemented:

- Tenderers with more than fifty employees.

To this end, tenderers shall provide evidence of the preparation, implementation and effective operation of the aforementioned Plan, inter alia, by means of one of the following:

- Copy, which is authentic or authenticated in accordance with current legislation, of the original text of the Equality Plan signed by the components of the negotiating committee.
- Copy, which is authentic or authenticated in accordance with current legislation, of the Act of the Negotiating committee approving the Equality Plan, with expression of the parties that subscribe thereto.
- Declaration of the representative of the company indicating the reference of publication of the Equality Plan or the Convention in which it is inserted in the corresponding official bulletin.
- The tenderer must possess the designation "Equality in the Company" and this must be in force.

Notwithstanding the foregoing, should the validity or effective implementation of an Equality Plan give rise to doubts on the part of the Awarding Committee/Support Body (for example, the period of validity is not recorded or has already expired without it being known whether it has been extended or not), the tenderer may also be asked to submit a declaration stating that the Equality Plan is effectively applied, signed by the company's management and the workers' representatives.

The Plan will set out the specific equality objectives to be achieved, the strategies and practices to be adopted to achieve them, as well as the establishment of effective systems for monitoring and evaluating the objectives set.

- IV. Once the tendering company that has submitted the best bid has provided the required documentation, the Awarding Committee/Support Body shall assess it. If it is observed that there are defects or errors of a modifiable nature in the documentation, the affected company must be notified so that, in accordance with Article 81 of the RGLCAP, it may correct or modify them within a maximum period of 3 working days.

Correction requests will be made through the functionality of the 'Sobre Digital' (Digital Envelope) tool, which will send an email to the address or addresses indicated by the company or bidding

companies in the registration form, with the link to access the space of the tool in which they must provide the corresponding documentation.

Such requests for modification shall be communicated to the Company by electronic communication, in accordance with clause 7 of this specification.

In the event that the documentation requirement is not adequately fulfilled within the specified period, or within the period indicated by the awarding body, the tendering company shall be deemed to have withdrawn its tender and shall proceed to require the same documentation from the following tendering company, in the order in which the tenders have been sorted. This implies the requirement of the amount of 3% of the basic tendering budget, excluding VAT, as a penalty, which will be effective first against the definitive guarantee that, if applicable, would have been constituted and, furthermore, it may result in the company being barred from tenders for the reason provided for in Article 71.2. of the LCSP.

In addition, the possible misrepresentation in the initial affidavit or in other declarations may give rise to the cause of the prohibition participating in tenders with the public sector provided for in Article 71.2.a of the LCSP.

- V. The awarding authority shall decide the award of the Contract provided that the company has submitted the required documentation and has constituted the final guarantee established within 5 days.
- VI. The award of the Contract shall be notified to the candidates or tenderers and, simultaneously, published on the State platform:

https://contrataciondelestado.es/wps/portal/!ut/p/b1/hY3LDolwFAW_hQ8w94K1wLLKQ4wPClqhG9KoMSVWDRo1fL1o3Kpnd5LJDEgoCfFsdDxCoQB5VDe9V1d9OqoDlCClWzERcpb4fYyzNERnmLmURlvulgijHtrodreFJRRlqrz2zrNN3vDa5fdry3He8Lt98W0R8ZAFIW0Mt14dSb960YF1h5Qdgl_G8L9BvpFBf0TERKQ0T2LEZBwF05U9wNi hH-BHYj4-mR0YqXtlgTVhlvUEJWAVtA!!/dl4/d5/L2dBISEvZ0FBIS9nQSEh/pw/Z7_AVEQAI930GRPE02BR764FO30G0/act/id=0/p=javax.servlet.include.path_info=QCPjspQCPUOEPerfilCompDetalle.jsp/485801422232/-/

16. Tenders with abnormal or disproportionate values

The determination of tenders with abnormal values should be carried out in accordance with the objective limits and parameters set out in **Section K** of the prospectus.

In the event that one or more of the tenders submitted are deemed to be abnormally low, the Awarding Committee/Support Body shall require the company or companies that submitted them to provide a detailed justification for the low price, costs, or any other parameter on the basis of which the tender has been deemed abnormal. For this reason, the Awarding Committee/Support Body shall require the tendering company or companies to provide the details it deems appropriate regarding the viability of the tender and the relevant justifications. The tendering company or companies shall have a period of 5 working days to submit the information and documents relevant for these purposes.

Once the deadline has passed, if the Awarding Committee/Assistance Body does not receive the requested information and supporting documentation, this will be announced by the contracting authority, and the bid(s) will be deemed non-evaluable and excluded from the procedure.

If the Awarding Committee/Support Body receives the requested information and supporting documentation within the deadline, it shall assess it and submit the corresponding proposal for acceptance or rejection of the tender, duly substantiated, to the contracting authority, so that the latter may decide whether to accept the bid(s), on the grounds that their viability has been demonstrated, or, failing that, to reject them.

The contracting authority shall reject any bid(s) deemed to be abnormally low if it is based on assumptions or practices that are inappropriate from a technical, economic or legal perspective. Likewise, it shall reject bids if it finds that they are abnormally low because they breach current regulations or fail to comply with applicable national or international environmental, social or labour obligations, including non-compliance with current sectoral collective agreements, in accordance with the provisions of Article 201 of the LCSP.

17. Decision not to award or conclude the Contract and withdrawal from the procedure

Before the formalisation of the Contract, the awarding body may withdraw from the award procedure or not award or enter into a Contract for which the corresponding notice has been published.

A decision not to award or conclude the Contract may only be taken for reasons of duly justified public interest. A new invitation to tender for its subject matter may not be promoted as long as the reasons alleged remain.

Withdrawal from the procedure must be based on a non-remediable violation of the contract preparation rules or those regulating the award procedure, and the cause must be justified in the dossier. Withdrawal shall not prevent the immediate initiation of a tendering procedure.

In any case, the decision not to award or conclude the Contract or the withdrawal of the procedure must be notified to the candidates or tenderers.

IV. FORMALISATION OF THE CONTRACT

18. Formalisation of the contract

- i. If the Contract is subject to a special remedy in procurement, the conclusion may not be made within fifteen working days after the notification of the award is sent to the tenderers and candidates. Otherwise, the formalisation of the Contract must be carried out within a maximum period of 15 working days following the award of the Contract.

Once the period provided for in the previous paragraph has elapsed, without recourse or without indicating the suspension of the Contract, the awardee company must formalise the Contract within a maximum period of 5 calendar days from the day following receipt of the requirement.

The Contract shall be formalised in the corresponding private document and, where appropriate, in a Public Deed, if this is deemed desirable by at least one of the parties, all the expenses derived therefrom being borne by the party who requires this.

- ii. If the Contract is not formalised within the period indicated in the previous paragraph for reasons attributable to the awardee company, the amount of 3% of the base budget for the tender, VAT excluded, will be required as a penalty, which will be effective in the first place against the final guarantee, if it has been constituted. In addition, this may result in the company being barred from participating in tenders, in accordance with Article 71.2.b) of the LCSP.

If the Contract is not concluded within the period indicated for reasons attributable to the awarding body, the awardee may claim the damages caused by the delay.

In the event that the Contract cannot be concluded with the tenderer, it shall be awarded to the following company in accordance with the order in which the tenders have been classified, upon submission of the documentation referred to in the thirteenth clause, the deadlines provided for in the previous sections are applicable.

- iii. In the event that the awardee has made the application in a Temporary Union of Companies, the Contract shall not be formalised until the successful company provides the Foundation with a public deed establishing the Temporary Union of Companies, as well as the corresponding Tax ID Code (CIF), the entrepreneurs that make up this Union being bound jointly with the Foundation, having to appoint a representative or sole agent, with sufficient powers to exercise the rights and fulfil the obligations arising from the Contract until its termination, notwithstanding the existence of joint powers that may be granted by the companies for collections and payments.
- iv. The content of the Contract will be those established in Articles 35 of the LCSP and 71 of the RGLCAP and will not include any clause that implies the alteration of the terms of the award.
- v. In the event that the execution of the Contract requires the processing by the awardee company of personal data on behalf of the Foundation, before the conclusion of the Contract, the awardee company will submit an affidavit in which it shows where the servers will be located and from where the services associated with them will be provided (if any), being obliged to inform the Foundation of any change to the information provided in the said affidavit that might during the term of the

Contract. For this purpose, the template set out in **Annex I** may be used.

In the event that tenderers intend to outsource the servers or services associated therewith, they must indicate in their tender the name or business profile, defined by reference to the conditions of professional or technical solvency, of the outsourcing companies that will be hired for this purpose.

- vi. The Contract will be perfected with its formalisation, and this will be an essential requirement to be able to begin executing the Contract.
- vii. The notice of formalisation, together with the Contract, will be published no later than fifteen days from its improvement in the award profile.

V. EXECUTION OF THE CONTRACT

19. Special conditions of execution of a social, ethical, environmental or other nature

In accordance with the provisions of Article 202 of the LCSP, the special conditions for the performance of this Contract of a social, ethical, environmental or other nature are set out in **Section O** of the prospectus.

Also, In the event that the execution of the Contract involves the transfer of data by the Foundation to the awardee, the obligation of the latter to submit to national and European Union regulations on data protection will be in any case a special condition of execution Specified in Clause 15 of this PCP.

Both the special conditions of execution of the Contract indicated in **Section O** of the prospectus and the obligation to submit to the data protection regulations indicated in the previous paragraph, have the character of an essential contractual obligation, being for this purpose a cause of termination of the Contract.

20. Execution and supervision of the Contract

- i. The Foundation shall appoint a person responsible for the Contract who shall be responsible for supervising its execution and taking the decisions and issuing the necessary instructions in order to ensure the correct performance of the agreed provision.
- ii. The Contract shall be executed strictly under the clauses contained in this document and those of the technical prescription, and following the instructions given to the awardee company by the person responsible for the Contract referred to in clause 21 of this PCP.
- iii. The awarding body shall carry out the inspection, verification and surveillance for the correct execution of the Contract and may issue the appropriate instructions for its correct fulfilment.
- iv. During the development of the service and until the guarantee period is met, the awardee company is responsible for any defect that may be noticed.

21. Fulfilment of the contract

The Contract will be understood to be fulfilled by the awardee when it has fulfilled, in accordance with the terms thereof and to the satisfaction of the Foundation, the entirety of its purpose.

The calculation of the guarantee period of the Contract shall begin from this point on provided that this period is determined in **Section H** of the prospectus.

Likewise, in case of any breach of the Contract by the awardee affecting the normal development of the activity of the Foundation, the latter shall be entitled to outsource with another provider the part of the Contract that is affected, and may charge the awardee for the amount, as the case may be, that the Foundation has had to pay with respect to what was agreed upon in the Contract with the awardee.

At the time of execution of the provision, the Foundation may sign the appropriate receipt, work report, acknowledgement of receipt or similar. This receipt, work report, acknowledgement of receipt or similar does not imply the definitive acceptance of the performance, since it will be necessary for the Foundation to verify that the service provision is in accordance with the provisions of the Contract. The approval of the correct execution of the total or partial contract, and its payment, will be made by the Foundation within a period of 30 calendar days from the time the awardee delivers its invoice to the Foundation. The former must deliver it

within a maximum period of 30 calendar days from the full or partial execution of the contract.

22. Contract manager

The persons identified in **section N** of the prospectus are designated as **contract managers**, and shall perform the following functions:

- Supervising the execution of the contract, taking the necessary decisions and issuing the necessary instructions to ensure the proper performance thereof, always within the powers granted by the contracting authority.
- Adopting the proposal on the imposition of penalties.
- Issuing a report determining whether the delay in execution occurs for reasons attributable to the awardee company.

The instructions given by the contract manager, together with the contract code and specifications, constitute the obligations for the performance of the contract.

23. Obligations of the awardee company

- i. The contractor is obliged to execute the contract within the timeframe and at the locations set out in these tender specifications, in the technical specifications, in the contract, or in accordance with the instructions received from the competent body of the contracting authority.
- ii. The contractor is responsible for the technical quality of the work carried out and the services provided, as well as for the consequences arising for the contractor or third parties from omissions, errors, inappropriate methods or incorrect conclusions in the execution of the contract.
- iii. The contractor is obliged to provide the technical and material equipment, as well as the auxiliary and human resources; all this in number and degree sufficient for the realisation of the purpose of the Contract to the satisfaction and in the same terms that had been offered. It must be responsible for the risks of loss of the materiel, staff and equipment involved in the operation, as well as damage to third parties, the execution of the contract being at its risk. Likewise, it shall be responsible for the technical quality of the works it develops and the goods supplied, as well as for the consequences that may be caused to the Foundation or to third parties due to omissions, errors, inadequate methods or incorrect conclusions in the execution of the Contract. It must hold the Foundation harmless from the damages and losses that may arise from the formulation of claims.
- iv. The contractor may replace the personnel assigned to carry out the work, provided they give due notice to the Foundation and ensure that this does not affect the proper execution of the contract.
- v. The contractor shall provide its own management and administration for the contract, being responsible for the organisation of the work, the technical quality of the work carried out and the services provided. For the execution of the Contract, it will also have a hierarchical structure, which will be required in the organisational study of the service provision, which will be responsible for imparting to its workers the corresponding orders, the criteria for carrying out the work and guidelines on how to distribute it. It must act on a timetable and schedule agreed upon with the Foundation to avoid interrupting the proper development of the tasks of the work centre affected by this Contract. The awardee shall be responsible, at its own expense, for applying for, processing and obtaining any permits and licences required for the performance of the contracted services.
- vi. The contractor is obliged to comply with the labour regulations in force during the execution of the contract.
- vii. At the start of the contract, the contractor must submit a summary explaining the preventive measures adopted in the field of occupational risk prevention. They must also notify the client of any organisational changes in the field of occupational risk prevention.
- viii. The contractor must submit the occupational risk assessment, as well as training and information for the workplace regarding occupational risk prevention. Likewise, the awardee company shall appoint a safety coordinator (maximum of two), specific to the contracting authority, who shall act as the

point of contact with the contracting authority's Prevention Service for all matters relating to occupational health and safety.

- ix. The contractor shall inform all staff members of the contracting authority's internal health and safety regulations, as well as the established emergency procedures.
- x. The contractor must ensure that employees comply with the regulations whilst on the contracting authority's premises.
- xi. The contractor is obliged to maintain confidentiality regarding any data or information which, not being public or common knowledge, is related to the subject matter of the contract and of which it becomes aware in the course of the contract. Likewise, the contractor is obliged to guarantee the confidentiality and integrity of the data handled and the documentation provided.
- xii. All the work carried out for the success of this Contract will be confidential, and the successful tenderer may not use for itself or provide to third parties or disclose any data or information of the awarded service, without the express authorisation of the Foundation, being, therefore, obliged to use every means at its disposal to keep confidential and reserved, both the information and documentation received from the Foundation, and the results obtained from the work performed.
- xiii. The contractor shall be responsible for transport and personnel costs, and for any other costs attributable to it in accordance with current legislation, in particular those arising from technical assistance during the guarantee period.
- xiv. Where applicable, the contractor shall provide adequate training to the personnel designated by the contracting authority to ensure the proper execution of the contract.
- xv. During the execution of the works, the contractor must always comply with environmental legislation, paying particular attention to the management of waste generated at the site where the contract is being carried out. Moreover, in accordance with the requirements of the technical specifications and the proposed environmental measures that have been accepted by the Foundation, the contractor in the execution of the works will integrate the environmental aspects to ensure that the process of execution of the Contract is as respectful with the environment as possible.
- xvi. The contractor is obliged to implement, at the time of performing the service, measures aimed at promoting equal opportunities between women and men.
- xvii. The contractor's hiring of the personnel necessary to execute the contract does not create any employment or dependency relationship with the contracting authority. Their legal status and remuneration shall be paid exclusively by the awardee company.
- xviii. The contracting authority may request from the contractor a copy of the receipts for social security payments for the staff under their responsibility.
- xix. The contractor shall indemnify the awarding entity or third parties for damages of any kind that may occur to persons or property as a result of the performance of the Contract, by its own acts or those of its employees and, to that end, it is obliged to take out and maintain in force, at its own risk and for the entire duration of the Contract, including, where applicable, its extensions, a liability insurance policy, if indicated in **Section W** of the prospectus, which covers the damages and losses that may be caused to people or things as a result of the execution of the Contract, either by acts or omissions of the company or the staff that depends thereon.
- xx. The Foundation reserves the right to withhold payments to the contractor and to set off the relevant amount against the guarantees provided; and, should these prove insufficient, against outstanding invoices, for any sums the contractor may be required to pay as a result of compensation, fines, unpaid contributions, etc., arising from the awardee company's failure to comply with any agreed obligation, or any other obligation arising from current labour, social, tax or other regulations.
- xxi. Subcontractors, where appropriate, shall be bound only before the main awardee who therefore will assume full responsibility for the execution of the Contract with the Foundation, in strict accordance with these specifications of particular administrative clauses with their prospectus, and the terms of the Contract, including compliance with the environmental, social or labour obligations referred to

in Article 201 of the LCSP, as well as the obligation referred to in the last subparagraph of Article 202(1) of the LCSP referring to the submission to national and European Union regulations on data protection.

- xxii. Under Article 55.2 of Law 19/2014, of 29 December, on transparency, access to public information and good governance, the awardee shall be obliged to supply the Administration, upon request, with the following legal requirements: all the information necessary for compliance with the obligations provided for in the aforementioned standard.

24. Special rules relating to employees of the awardee company

- i. The contractor assumes the obligation to exercise the management power inherent to an employer in a real, effective and continuous way, concerning the staff of the work team responsible for the execution. In particular, it will assume the negotiation and payment of wages, the granting of permits, leave and holidays, substitutions of workers in case of sick leave or absence, legal obligations in matters of Social Security, including the payment of contributions and the payment of benefits, where appropriate, legal obligations regarding the prevention of occupational risks, the exercise of disciplinary authority, as well as all rights and obligations arising from the contractual relationship between the worker and the employer.
- ii. The contractor ensures that the workers assigned to the execution of the Contract carry out their activity without exceeding the functions performed with respect to the activity delimited in the Contract purpose.
- iii. The contractor must designate at least one technical coordinator or manager integrated in its own staff, who will have among its obligations the following:
 - a) To act as an interlocutor of the awardee company with the Foundation, channelling communication between the awardee company and the staff members of the work team attached to the Contract.
 - b) To distribute work among the staff responsible for the execution of the Contract, and to issue to those workers such work orders and instructions as may be necessary in relation to the provision of the awarded service.
 - c) To supervise the correct performance by the staff members of the work team of the functions entrusted to them.
 - d) To inform the Foundation about the variations, occasional or permanent, in the composition of the work team assigned to the execution of the Contract.

25. Guarantee period

The guarantee period, if any, shall be that fixed in **Section H** of the prospectus, unless the awardee offers a longer one, and shall begin to be counted from the date of conformity of the entire provision, except as specifically provided for in **Section H**, and, where appropriate, the installation, logistics service, etc., as set out in the PPT.

The contractor is obliged to pay the costs of checking materials, monitoring of the manufacturing process, if applicable and those of materials, staff, transport, delivery, assembly, etc., installation, commissioning and subsequent technical assistance of the goods supplied during the respective guarantee period.

If during the guarantee period the existence of defects or defects in the work carried out is proven, the contractor shall have the right to demand that the awardee company its modification.

Once the guarantee period has elapsed without any objection or claim under the aforementioned conditions having been formalised by the awarding body, the awardee company will be exempt from liability for the profit obtained.

The awardee company has the right to be informed of and be heard concerning the comments made in relation to the performance of the awarded service.

26. Extension of the Contract

Under Article 29.2 of the LCSP, the Contract may provide, as set out in **Section D** of the prospectus, one or more extensions provided that their characteristics remain unchanged during the period of their duration.

The extension will be agreed upon by the Foundation and will be mandatory for the awardee, provided that its prior notice occurs at least two months before the end of the term of duration of the Contract, unless a longer one is established in the Contract. Contracts with a duration shorter than two months are exempt from the obligation of prior notice.

27. Amendment of the contract

The possibility of changes to the content of the Contract is envisaged if, after its granting, before the commencement or during its execution, new or unforeseen needs arise, duly justified. If the need arises to introduce amendments to the content thereof, the new contractual documentation will be prepared, which must be signed by the parties through their representatives with sufficient powers.

In accordance with the provisions of Art. 204 of the LCSP, the Contract may be modified in the cases, conditions, scope and limits which, if applicable, are detailed in **Section R**, the procedure indicated therein must be followed.

This contractual document must be signed by both parties in duplicate and will be published in the award profile.

Where applicable, changes to a service contract in which the price is determined on the basis of unit prices shall not be regarded as amendments; the number of units may be increased by up to 10 percent of the contract price without the need to process the relevant amendment procedure, provided that this has been set out in the specification of particular administrative clauses and conditions and the relevant funding has been documented in the file.

28. Suspension of the contract

The Foundation may suspend, in whole or in part, and temporarily or permanently, the execution of the works, with no further right for the awardee than to claim the amount of the services actually carried out up to that moment or those expenses in which it has incurred and duly accredits. If the suspension is agreed upon, a document shall be drawn up, stating the circumstances that have motivated it and the factual situation in its execution.

29. Assignment of the Contract

The rights and obligations arising from the Contract may be assigned by the awardee to a third party.

For this assignment to be carried out, the following conditions must be met:

- a) That the awarding body of the Foundation authorises the assignment in advance and expressly. This authorisation will be granted provided that the requirements set out in the following letters are met. The deadline for notification of the decision on the application for authorisation will be two months, after which it will be understood to have been granted by administrative silence.
- b) That the assignor has executed at least 20% of the amount of the Contract. This requirement shall not apply if the assignment occurs while the awardee is in proceedings for the arrangement with creditors, even if the liquidation phase has been opened, or it has been brought to the attention of the court with jurisdiction for the declaration of the arrangement with creditors that negotiations have been initiated to reach a refinancing agreement, or to obtain accessions to an advance proposal for an agreement, in the terms provided for in the insolvency legislation.
- c) That the assignee has the capacity to enter into contracts with the Administration and the solvency that is required depending on the phase of execution of the Contract and must be duly classified if this condition has been required of the assignor, and to not be barred from participating in tender procedures.
- d) That the assignment is formalised between the awardee and the assignee in a public deed.

The assignee will be subrogated in all the rights and obligations that would correspond to the assignor.

30. Subcontracting

Tenderers must indicate in the tender the part of the Contract they intend to outsource, indicating its amount and the name or business profile, defined by reference to the conditions of professional or technical solvency of the outsourcing companies to which the execution is to be entrusted.

In the event of outsourcing, the provisions of Articles 215, 216 and 217 of the LCSP shall be complied with.

In **Section L** of the prospectus, where appropriate, the identification of critical tasks that cannot be outsourced and must be executed directly by the main awardee company is established.

After the award of the Contract and, at the latest, when the execution of the Contract commences, the awardee must inform the awardee body, in writing, of the intention to conclude the outsourcing contracts, indicating the part of the provision to be outsourced and the identity, contact details and representative or legal representatives of the outsourcing company, sufficiently justifying the outsourcing company's ability to execute it by reference to the technical and human elements at its disposal and to its experience, and proving that the outsourcing company is not barred from participating in tenders.

The main awardee must notify the awardee body in writing of any changes to this information during the performance of the Contract, and all necessary information on new outsourcing companies.

Accreditation of the outsourcing company's suitability may be carried out immediately after the conclusion of the outsourcing Contract if it is necessary to deal with an emergency situation or one requiring urgent measures, and this is sufficiently justified.

31. Fulfilment of the Contract. Penalties: defective performance, delay, failure to comply with special conditions of execution

- i. The Contract shall be deemed to have been fulfilled by the awardee company when the latter has fulfilled, in accordance with the terms of the Contract and to the satisfaction of the Foundation, the entirety of its purpose.
- ii. At the time of execution of the service, the Foundation may sign the appropriate receipt, work report, acknowledgement of receipt or similar. This receipt, work report, acknowledgement of receipt or similar does not imply the definitive acceptance of the work done, since it will be necessary for the Foundation to verify that the works are in accordance with the provisions of the Contract. The approval of the correct execution of the total or partial Contract, and its payment, will be made by the Foundation within a period of 30 calendar days from the time the awardee company delivers its invoice to the Foundation. The former must deliver it within a maximum period of 30 calendar days from the full or partial execution of the Contract.
- iii. If the awardee company, for reasons attributable to it, incurs a defective performance or fails to comply with the commitments or conditions for the performance of the Contract, the penalties provided for in **Section S** shall be imposed, as per Article 192 of the LCSP.
- iv. The awardee company is obliged to comply with the Contract within the deadline established for its execution. In the event of non-compliance, the contracting authority may choose between the termination of the Contract or the imposition of the penalties set out in **Section S** of the prospectus.
- v. Evidence of failure to comply with the awardee company shall not require prior notice from the contracting authority.
- vi. Should the contracting authority choose to impose penalties, whenever the total amount of such penalties reaches a multiple of 5% of the contract price, the contracting authority may, at its discretion, either terminate the contract or allow the contract to continue, subject to the imposition of further penalties.
- vii. Penalties shall be enforced by deducting the amounts due, whether as full or partial payment, from the contractor or from the final guarantee, where applicable, where such amounts cannot be deducted from the aforementioned certifications. The imposition of penalties does not preclude compensation for damages to which the awarding body may be entitled due to the delay caused by

the awardee company.

- viii. In the event of non-compliance with the special conditions of performance set out in **section O** of the prospectus, the awarding body shall accept the imposition of the penalties set out in **section S** of the prospectus.

32. Invoicing and payment

- i. The awardee is entitled to the payment of the price agreed upon in the Contract corresponding to the works actually performed in accordance with the conditions established in the Contract and in the specifications.
- ii. The payment of the price may be made at one time or divided according to the partial deadlines established, when authorized by the Foundation. The form of invoicing is set out in **Section T**.
- iii. The payment will be made upon submission of the invoice, and the Value Added Tax must be charged as an independent item along with the documentation justifying the execution indicated in the Contract.
- iv. Once the service has been carried out in accordance with the requirements set out in the PPT, the awardee will issue an invoice.
- v. The payment of the invoice will be made by bank transfer in the current account that the awardee company designates in its invoice, within a maximum period of 30 calendar days from the delivery of the invoice by the awardee company to the Foundation. The invoice must be delivered within a maximum period of 30 calendar days from the full or partial execution of the Contract.
- vi. In compliance with the provisions of Article 9 of Law 25/2013, of 27 December, on the promotion of electronic invoicing and creation of the accounting register of invoices in the public sector, and Article 14.2 of Law 39/2015, of 1 October, on Common Administrative Procedure of Public Administrations, awardee companies that are considered legal persons have the obligation to submit electronic invoices through FAcE (<https://face.gob.es/es/>), a general point of entry of electronic invoices of the General Administration of the State, used by the Foundation.

The obligation covers all legal persons, without prejudice to their corporate form and the amount of the invoice.

33. Intellectual and/or industrial property

The awardee grants the Foundation a non-exclusive, non-transferable licence (except to organisations, bodies and entities belonging to the public sector) and for the duration defined in Section “U” of the characteristics table, of the intellectual and/or industrial property rights that derive from the awarded service.

In the event that, as established in Section “U” of the characteristics table, the provision consisted of a specific commission from the Foundation to the successful party for the performance of a provision subject to intellectual property, the rights of exploitation of the work, that is, the rights of reproduction, distribution, public communication (including all its forms) and transformation, under the modalities of exploitation that are directly derived from the Contract and its purposes, are considered to be assigned exclusively to the Foundation for the entire period of protection that the Law of Intellectual Property grants under copyright law and within the territorial world scope, unless otherwise is provided under section “U” of the characteristics table.

The awardee guarantees that none of the elements that are part of the work that it transfers, whether exclusively or not, to the Foundation violates or infringes the rights of third parties, or intellectual property, industrial property and, especially, those related to honour, personal and family privacy and one’s own image, and that it has not performed or will not perform, directly or indirectly, any act likely to prevent or hinder the Foundation from peacefully exercising its rights.

The awardee shall be liable to the Foundation and/or its assignees in the event of any court or out-of-court claim that, due to infringement of any rights, may be brought by third parties on the occasion of the exercise by the awardee company of the rights arising from the Contract, holding the Foundation harmless from any claim based on the breach of the commitments acquired by the awardee in this statement, without prejudice

to the Foundation's power to demand the corresponding compensation for the damages and losses suffered for this reason.

34. Termination of the Contract

- i. Contract termination will take place due to its fulfilment or termination.
- ii. Causes for termination of the Contract are those provided for in Articles 211.1 and 313 of the LCSP, namely:
 - a) The death or incapacity of the individual awardee or the termination of the legal personality of the awardee company, notwithstanding the provisions of Article 98 relating to the subrogation in the rights of the awardee.
 - b) The declaration of arrangement of creditors or the declaration of insolvency in any other proceedings.
 - c) The mutual agreement between the Administration and the awardee.
 - d) The delay in the fulfilment of the deadlines by the awardee.

In any case, the unjustified delay in the work plan established in the specifications or in the Contract, in any activity, for a period exceeding one third of the initial term of the Contract, including any possible extensions.

e) The delay in payment by the Administration for a period longer than that set out in Article 198(6) or the shorter period allowed for in paragraph 8 thereof.

f) The failure to comply with the main obligation of the Contract. In any case, the breach of the essential contractual obligations provided for in clause 20 of the specifications is cause for Contract termination.

g) The impossibility of performing the provision in the terms initially agreed upon, when it is not possible to amend the Contract under Articles 204 and 205; or when, in the circumstances established in Article 205, the amendments involve, alone or jointly, alterations in the price thereof, in an amount greater than, more or less, 20% of the initial price of the Contract, excluding VAT.

h) Those specifically indicated for the service Contract (if applicable).

The withdrawal before starting the provision of the service or the suspension for reasons attributable to the awarding body of the initiation of the Contract for a period greater than four months from the date indicated therein for its commencement unless the specifications indicate a shorter one.

The withdrawal, once the provision of the service has begun or the suspension of the Contract for a period of more than eight months has been agreed upon by the awarding body, unless a shorter one is indicated in the specifications.

The supplementary contracts will be terminated, in any case, when the main Contract is terminated.

j) Failure to pay, during the performance of the Contract, wages by the awardee to the workers who were participating therein, or failure to comply with the conditions established in the Collective Agreements in force for these workers also during the execution of the Contract.

k) The rest of the causes provided for in the clauses of these specifications with that effect.

- iii. In cases where there are various causes of termination of the Contract with different effects as to the economic consequences of the termination, the one that has appeared with priority over time must be applied.
- iv. The decision will be agreed upon by the awarding body ex officio or by application of the awardee, through the procedure provided for in Article 109 of the RGLAP.
- v. The concurrence of any of the causes listed above, in the terms established, will lead to the termination of the Contract, and the awardee must indemnify the Foundation for the damages caused, with the other effects that proceed in accordance with the applicable regulations, and the

awarding body may choose subsidiary execution, performing the obligations breached or continuing the execution by itself or through the persons or companies it determines, at the expense of the awardee company.

- vi. In cases of termination for culpable breach of the awardee, the latter must compensate the Foundation for the damages caused. The compensation shall be made effective on the guarantee, notwithstanding the awardee's subsistence liability in respect of the amount exceeding that of the seized guarantee.
- vii. For the application of the causes of termination, the provisions of Articles 212 of the LCSP shall be applicable and for their effects the provisions of Articles 213 and 313 of the LCSP.

VI. FINAL PROVISIONS

35. Confidentiality

- i. The awardee company must maintain confidentiality with respect to the data or background relating to the purpose of the Contract, of whose execution it is aware, and which are not public or notorious.
- ii. The awardee company, in relation to the personal data to which it has access for the purpose of the Contract, is obliged to comply with all the provisions of Organic Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights, with the implementing regulations and provisions of Regulation (EU) 2016/679, of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of this data and repealing Directive 95/46/EC (GDPR).

The documentation and information that is accessed in connection with the performance of the benefits subject to this Contract and that corresponds to the awarding body as responsible for the processing of personal data, is confidential and cannot be subject to total or partial reproduction by any means or medium. Therefore, it will not be possible to process or edit on a computer, nor to transfer it to third parties outside the strict scope of the direct execution of the Contract.

- iii. Where appropriate, pursuant to the GDPR, for the processing of personal data on behalf of third parties, the awarding body and the awardee company shall enter into a Contract regulating access to the personal data by the awardee company.

36. Protection of personal data

In the event that the execution of the Contract involves the processing of personal data, the following sections shall apply:

The awardee shall be subject to the obligation of confidentiality of the information in the terms established in Article 133 of Law 9/2017, of 8 November, on Public Sector Contracts. In this sense, and for the purpose of complying with the provisions of the current existing regulations on the Protection of Personal Data, the awardee accepts, by submitting its tender, this Commitment on Confidentiality and Processing of Personal Data, subject to the following terms:

1. The tenderer and/or awardee undertakes to keep the utmost secrecy and confidentiality regarding information classified as confidential. Confidential information shall be considered to be any data which the tenderer and/or the awardee accesses by virtue of the submission of the tender or the execution of the Contract with the Foundation, in particular the information and data of the Foundation which it has accessed during its execution. The tenderer and/or awardee undertakes not to disclose such confidential information, as well as not to publish it, either directly, through third parties or companies, or in any other way make it available to third parties without the prior written consent of the Foundation.
2. The awardee may only use the Confidential Information for the purposes directly related to the preparation of its tender to participate in this award procedure and undertakes not to use such Confidential Information for any purpose other than the above.

3. Similarly, the awardee undertakes, after the termination of its relationship with the Foundation, to immediately destroy any confidential information or personal data of which it has become aware as a result of the preparation of the tender.

4. The awardee shall inform its staff, collaborators and outsourcing companies, where appropriate, of the obligations established in this confidentiality commitment and shall make any warnings and sign as many documents as are necessary with its staff and collaborators, in order to ensure compliance with such obligations.

5. The awardee declares that the legislation on the protection of personal data establishes a series of obligations related to the processing of personal data, applicable to the data processors. In this way, the awardee knows and offers sufficient guarantees to apply appropriate technical and organisational measures, which allow the principles of data protection to be applied and integrate the necessary guarantees to comply with the requirements established in Data Protection legislation (GDPR, LOPDPGD and the applicable implementing regulations). Similarly, the awardee will extend this provision when processing operations are outsourced with other outsourcing companies. To this end, the awardee must comply with the following obligations:

a) The awardee shall keep the strictest secrecy and confidentiality concerning personal data in respect of which the Foundation holds the status of data controller and which it accesses under the tender submitted or the awarded service in the case that it is successful. It will also ensure that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they will have to be duly informed. It also undertakes to ensure the necessary training in the field of data protection of persons authorised to process personal data. In this manner, it will put at the disposal of the Foundation all the documentation proving compliance with these obligations.

b) The awardee will only process such data in accordance with the instructions of the Foundation.

c) The awardee shall not apply or use the data for any purpose other than that set out in this commitment and those stemming directly from the purposes for which it has access to said data, nor shall it communicate such data, even for its conservation, to other persons. At the time of data collection, the data processor must inform the awardees about what data is to be collected, for what purpose, what processing will be done on this data and for how long it will be kept. In addition, it will be informed about its rights in accordance with the new legislation. The wording and the format in which the information will be provided must be agreed upon with the data controller before the start of the data collection.

d) In particular, the awardee undertakes to make and keep, in writing, a record of all categories of processing activities carried out on behalf of the data controller, which must contain:

I. The name and contact details of the data processor(s) and of each data controller for which the processor acts and, where appropriate, the representative of the controller or the processor and the Data Protection Officer, if applicable, the identity and contact details having to be communicated to the data controller.

II. The categories of processing carried out on behalf of each data controller.

III. Where appropriate, transfers of personal data to a third country or international organisation, including identification of that third country or international organisation and, in the case of transfers referred to in Article 49(1), second sub-paragraph of the GDPR, documentation of appropriate guarantees. In the event that such international data transfers are made, it will be necessary for the guarantees provided for in Article 46 of the aforementioned Regulation to be complied with.

IV. A general description of technical and organisational security measures relating to:

i) pseudonymisation and encryption of personal data.

ii) the ability to ensure the permanent confidentiality, integrity, availability and resilience of processing systems and services.

iii) the ability to restore the availability and access to personal data quickly, in the event of a physical or technical incident.

iv) the process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the security of processing.

V. To assist the Foundation, as data controller, in responding to the exercise of the rights of access, rectification, deletion and opposition, in those of limitation of the processing and portability of data, where appropriate, and against the exercise of rights of the parties concerned not to be subject to automated individualised decisions (including profiling).

e) the awardee company undertakes to provide the Foundation, during the first month of each annual period of the Contract, with an audit certificate issued by a third party proving the awardee's compliance with all security measures required by current regulations to ensure the confidentiality of personal data.

f) the awardee shall implement all necessary security measures to ensure and guarantee the confidentiality, secrecy, integrity, availability and permanent resilience of the personal data processing systems and services to which it has access under the tender submitted or, where appropriate, of the contracted service, as well as to restore the availability and access to personal data quickly, in case of physical or technical incident and to verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organisational measures implemented to guarantee the security of the processing. Where appropriate and whenever necessary, the personal data will be pseudonymised and encrypted.

g) The awardee, as data processor, is obliged to notify the Foundation, as data controller, without undue delay, and in any case before the maximum period of 24 hours, and via email, of any violations of the security of the personal data in its care of which it is made aware, together with all the relevant information for the documentation and communication of the incident, also indicating the security measures that will alleviate the data leak. Notification shall not be necessary when it is unlikely that such a breach of security poses a risk to the rights and freedoms of natural persons. Once the service is finished, the personal data must be destroyed by the awardee company or returned to the Foundation as well as any support or documents in which there is any personal data subject to processing. The processor must certify its destruction in writing and must deliver the certificate to the controller. However, the data processor may keep a copy, with the data duly blocked, provided that responsibilities may arise from the execution of the service.

6. Failure by the awardee to comply with any of the obligations established in this commitment shall entitle the Foundation to receive compensation for the damages caused to it.

7. The confidentiality obligations established in this commitment will have an indefinite duration, remaining in force after the termination, for any reason, of the relationship between the Foundation and the awardee.

8. The Foundation may, by itself or through third parties, inspect the performance by the awardee of the provisions regulated under this Contract and, in particular, of the obligations established by the data protection regulations, including, at the premises of the awardee. The Foundation may also require the awardee to provide a copy of its Security Document, which must be drafted in accordance with the applicable regulations, as well as any other procedures and documents used to send its employees, collaborators and/or outsourcing companies, where appropriate, the obligations in terms of security and confidentiality of personal data that are set out in the Security Document and in the data protection regulations, including a copy of the Report of the last Audit carried out.

9. The breach by the awardee of any of the obligations established under this commitment and, in general, of the data protection regulations, will mean that it will be held liable for the processing, responding for the infringements that it has personally incurred. In addition, this situation will generate for the Foundation the right to the corresponding compensation that, at a minimum, will cover all administrative sanctions that may be imposed on the Foundation as a result of such a breach, as well as all those direct or indirect damages that such a breach could cause to the Foundation.

10. Likewise, this breach will generate the right of the Foundation to terminate the Contract, without any compensation in favour of the awardee for this reason.

37. Appeals

Special appeal in award procedures:

If the estimated value of the Contract is greater than €100,000, the following acts relating to this tendering procedure shall be subject to special appeal in the matter of procurement prior to the filing of the administrative proceedings before the Central Administrative Court of Contractual Appeals:

- Bidding notices, specifications and contractual documents that establish the conditions that must govern the procurement.
- The procedural acts adopted in the award procedure, provided that they decide directly or indirectly on the award, determine the impossibility of continuing the procedure or produce defencelessness or irreparable damage to rights or legitimate interests. In any case, the above circumstances shall be considered to be present in the acts of the committee or of the awarding body by which the admission or non-admission of candidates or tenderers, or the admission or exclusion of tenders is agreed upon.
- Award agreements.
- Modifications based on non-compliance with the provisions of Articles 204 and 205 of the LCSP, it being understood that the modification should have been the subject of a new award process.

The appeal, which shall be optional in nature and shall be free of charge to tenderers.

For the filing of the appeal, the procedures and deadlines set forth in Articles 44 et seq. of the LCSP shall be applicable.

The decision issued will be directly enforceable and the only appeal that may be brought shall be the contentious-administrative appeal. The minutes issued in the award procedures of Public Administrations that do not meet the requirements of Article 44(1) of the LCSP may be appealed, in accordance with the provisions of Law 39/2015, of 1 October, Of the Common Administrative Procedure of the Public Administrations, as well as in Law 29/1998, of 13 July, regulating the Contentious-Administrative Jurisdiction.

The tenderers expressly waive the jurisdiction to which, where applicable, they may be entitled, expressly designating the Courts and Tribunals of the city of Barcelona to settle disputes.

Administrative appeal:

The contentious-administrative court order shall have jurisdiction to hear matters relating to the award and contractual amendments, in accordance with the provisions of Article 27.1.c) of the LCSP.

If the estimated value of the Contract is equal to or less than €100,000, it will be subject to administrative appeal in accordance with the provisions of Law 39/2015.

The appeal may be filed before the body that issued the decision being challenged or before the competent body to resolve it within a maximum deadline of one month. After the expiry of that period without the appeal being brought, the agreement shall be final for all purposes.

The maximum period for issuing and notifying the resolution will be three months. After this period without resolution, the appeal may be deemed dismissed.

In this case, the appeal is mandatory, and its filing will be mandatory prior to the initiation of actions in judicial administrative litigation.

Judicial appeals:

The civil courts shall have jurisdiction to settle disputes arising between the parties in relation to the effects and termination of the Contract, in accordance with the provisions of Article 27.2.a) of the LCSP.

In any case, the Courts and Tribunals of Madrid shall have jurisdiction, the parties waiving their right to any other jurisdiction to which they may be entitled.



ANNEX I (SINGLE ENVELOPE). - AFFIDAVIT TEMPLATE

COMPANY:

Name or company name:		
City:	Province:	Postcode:
Street:		
Telephone:	E-mail address:	
Tax ID (C.I.F.):		

LEGAL REPRESENTATIVE:

MR/MS _____ of legal age

N.I.F. [Tax ID No.]

In the capacity of:

Acting by power of attorney granted in a notarial deed:

STATING

Acting for and on behalf of the aforementioned company, acting under the relevant legal powers of attorney, and wishing to participate in the tender for the provision of TECHNICAL SUPPORT, COORDINATION AND MANAGEMENT SERVICES FOR THE REAYAH 2 PROJECT IN JORDAN

IT IS REQUESTED

To participate in this tender organised by the Foundation for the procurement of TECHNICAL SUPPORT, COORDINATION AND MANAGEMENT SERVICES FOR THE REAYAH 2 PROJECT IN JORDAN

DECLARING

1. That the company is validly constituted and that according to its corporate purpose, it can take part in the tender, as well as that the signatory of the affidavit has the proper representation faculties for the submission of the proposal and the affidavit.

2. That it is familiar with the bases of the notice for tenders.

3. (Note as applicable)

☐ Has not been awarded or has not participated in the preparation of the technical specifications or the preparatory documents of the Contract and/or has not advised the contracting authority during the preparation of the award procedure, individually or through a temporary union of companies, or through a linked company under Article 42 of the Commercial Code.

☐ Has been awarded or participated in the preparation of the technical specifications or the preparatory documents for the Contract and/or has advised the contracting authority during the preparation of the award procedure, individually or on its own behalf or through a temporary company union, or through a linked company under Article 42 of the Commercial Code.

4. That the company (indicate as appropriate):

☐ Does not belong to any company group.

☐ Belongs to the group of companies called: concerning which a list of related companies is attached pursuant to Article 42 of the Commercial Code.

In the latter case, that:

☐ Other companies of the Group that are in any of the cases of Article 42.1 of the Commercial Code do not participate in the tender.

☐ Other companies of the Group that are in any of the cases of Article 42.1 of the Commercial Code attend the tender. (Indicate the name of the other companies)

5. That it undertakes to comply with the requirements of assignment of staff and/or material means contained in these specifications.

6. That it does not incur in any of the prohibitions to participate in tenders contained in Article 71 of the LCSP.

7. That it meets the minimum conditions of solvency (technical or professional, and economic and financial) required.

8. That it is up to date in its social and fiscal obligations.

9. That it has, where appropriate, the pertinent business authorisation to perform the provision covered by the Contract.

10. That it has the necessary authority, where appropriate, to carry out the activity in accordance with current regulations.

11. That the services shall be offered in a manner that fulfils the corresponding tender conditions, the Contract and other provisions in force for all sectors involved in the provision covered by the Contract.

12. That the Courts and Tribunals of Spain of any area shall have jurisdiction to settle and dispute any incident that directly or indirectly may arise from the Contract, with the parties waiving, where appropriate, any right to a foreign jurisdiction to which they may be entitled.

13. (Note as applicable)

☐ That, during the term of the Contract, at least 2% of the company's workforce is made up of disabled workers, provided that the workforce has 50 or more workers, and the tenderer is subject to this obligation, pursuant to Article 42.1 of Royal Legislative Decree 1/2013, of 29 November, the revised text of the General Law on the rights of persons with disabilities and their social inclusion.

The overall number of workers in the workforce amounts to..... and the particular number of workers with disabilities therein amounts to..... This will be accredited by providing a certificate of the company stating the number of workers on staff and a basic copy of contracts concluded with disabled workers, in the terms provided for in Article 8.3 of the Workers' Statute.

☐ It does not have the obligation to hire disabled employees, as the company does not have 50 workers or more.

☐ Although the company has 50 or more workers, exceptionally it is exempt from the obligation to reserve a quota of jobs for people with disabilities, in accordance with Article 42.1 of Royal Legislative Decree 1/2013, of 21 November 1999, Consolidated Text of the General Law on the rights of persons with disabilities and their social inclusion and complies with the alternative measures of Articles 2 and 3 of RD 364/2005, of 8 April. To accredit this, the following documents are attached:

A copy of the exception certificate in force



Documents proving compliance with alternative measures during the validity of the Exception Certificate.

14. Equality Plan (tick as appropriate):

☐ It complies with the obligation to have an equality plan if the company has 50 or more employees, in accordance with Article 45 of Organic Law 3/2007, of 22 March, on equality between women and men, and this plan must be registered with the relevant labour registry.

☐ It is not required to have an equality plan, as it does not have 50 or more employees.

15. To have on staff a number of people hired temporarily equivalent to%

Signed in _____ on _____ of _____ of _____ .

Signature and seal

ANNEX II. ECONOMIC TENDER AND OTHER CRITERIA THAT CAN BE ASSESSED THROUGH THE APPLICATION OF FORMULAS (SINGLE ENVELOPE)

Mr/Ms..... with NIF, on his/her own behalf/on behalf of the company, in the capacity of ..., and according to public deed authorised before the Notary..., on (date) and under protocol no. .../or document..., CIF no., residing at..... street no., (contact person, e-mail address, telephone no.), as a party interested in participating in the tender procedure for the contracting of TECHNICAL SUPPORT, COORDINATION AND MANAGEMENT SERVICES FOR THE REAYAH 2 PROJECT IN JORDAN

STATING:

ONE: That, informed of the conditions required to apply for the aforementioned tender, he/she undertakes to carry it out subject to the Specifications of Particular Administrative Clauses and Specifications of Technical Requirements, which he/she accepts in full, and to this end he/she submits the following tender:

Item	Maximum tender unit amount	Monthly amount of tender
Technical support, coordination and project management services	€4,000.00	€ _____

Criterion	Sub-criterion	Tenderer's bid
Experience and training of the Work Team assigned to the execution of the contract	Master's degree in Project Management, Public Health, International Cooperation or similar.	Indicate YES/NO
	Additional specialist training in healthcare management or Jordanian public administration.	Indicate YES/NO
	Years of additional experience, beyond the minimum required, in healthcare project management.	Indicate no. of years' experience
	Years of additional experience in institutional coordination, administrative management or technical support within Jordanian public bodies.	Indicate no. of years' experience
	Years of professional experience in the healthcare sector in Jordan.	Indicate no. of years' experience

TWO: In the preparation of the tender, account has been taken of the obligations imposed by the provisions in force in the territory where the contract is to be performed, relating to taxation, environmental protection, and the protection of employment, working conditions and the prevention of occupational risks, as well as the obligation to employ a specific number or percentage of people with disabilities, as applicable to the services provided during the execution of the contract.

Electronic signature(s)