

ADMINISTRATIVE SPECIFICATIONS

**FRAMEWORK PROCEDURE FOR THE INCLUSION OF THE CHARGING POINTS MANAGED
BY BSM IN ELECTRO-MOBILITY OPERATOR NETWORKS**

DOSSIER NUMBER: 2021EM203CA

ADMINISTRATIVE SPECIFICATIONS

CONTRACT NOT CLASSED UNDER PUBLIC SECTOR CONTRACTS ACT (LCSP)
PROCESS: Ordinary
PROCEDURE: Open, adapted to contract not classed under LCSP
REGULATION: Non-harmonised

CPV Code: 34144900-7; 31158100-9

I. GENERAL PROVISIONS

CLAUSE 1.- FEATURES OF THE REQUIREMENTS VERIFICATION PROCEDURE

A.- DESCRIPTION OF THE PURPOSE OF THE CONTRACT: The purpose of the Contract is to include the charging points that make up Barcelona de Serveis Municipals' own network in the networks of all the electro-mobility operators that offer solutions in this area through various applications.

This procedure will allow the parties concerned to operate with the aim of enabling their users to charge their electric vehicle batteries in the electric charging point network managed by BSM.

This contract is NOT divided into lots and refers to all the charging points managed by Barcelona de Serveis Municipals, without prejudice to any addition or removal of charging points that may occur in the future.

B.- ESTIMATED VALUE OF THE CONTRACT: 75,000 EUROS (excluding VAT)

Item	Value (excluding VAT)
Base budget	15,000 euros
Possible extensions	60,000 euros
Total	75,000 euros

C.- BASE BUDGET OF THE CONTRACT: 15,000 EUROS (including VAT).

The tender budget, as well as the estimated value, consists of an illustrative approximation based on the volume of operations that BSM estimates the operators integrated into it can generate. The operator will not be under an obligation to pay the full amount, which shall in any case will be the corresponding one according to the number of operations effectively carried out.

Unit prices

The rate structure per type of operation that currently applies for electro-mobility operators is as follows:

Interoperability user rates

Vehicle	Ubicació	Tipus càrrega	€/kWh diürn	€/kWh nocturn	Recàrrega mínima
Turisme/Furgoneta	Aparcament	Normal	0,31 €	0,26 €	1,50 €
Turisme/Furgoneta	Carrer	Ràpida	0,44 €	0,39 €	3,00 €
Moto	Aparcament	Normal	0,31 €	0,26 €	0,25 €
Moto	Carrer	Normal	0,35 €	0,30 €	0,30 €

The approved operator must comply with the following conditions regarding the rates for the use of electric recharging points managed by BSM:

- 1) The sale price may never be lower than the current sporadic BSM use rate (EcoOne rate)
- 2) In the event that BSM applies discounts to the above rate, the sale price will not be less than the rate for sporadic use of current BSM (EcoOne rate) once the discount has been applied.

D.- DURATION OF THE CONTRACT: The Contract's established duration is ONE (1) YEAR, as of its date of signing.

D.1.- Extensions: Yes. The Contract may be extended up to an additional FOUR (4) YEARS, through one-year renewable extensions. Extensions will be made at the operator's request. BSM will agree to extensions provided there is no need for a new verification of compliance with the technical or financial solvency requirements arising from the technological development of the charging points and the general development of the sector.

E.- PLACE OF PERFORMANCE: Barcelona.

F.- LOTS: No.

G.- BOND TERM: Not applicable.

H.- ACCEPTABILITY OF VARIATIONS AND IMPROVEMENTS: Not applicable.

I.- CAPACITY CONDITIONS: Clause 6 of the Specifications.

J.- SOLVENCY: in accordance with Clause 9.2 of these Specifications.

K.- DATE OF TENDER SUBMISSION: in accordance with the date stated in the announcement of the publication in the Contractor Profile.

Submission format and place: Through a single envelope which must be submitted using the following procedure:

The offer must be sent in a single envelope or file via e-mail to the following addresses: fkhamlich@bsmsa.cat i mdsanz@bsmsa.cat . The envelope or single file must be encrypted with passwords so that we cannot access their contents (PDF files with passwords). On the day of the deadline for submission of bids, at the set time and not before, they must send us the password.

Failure to follow these steps or submission via alternative means will result in exclusion.

IMPORTANT: Under no circumstances shall proposals be accepted where they are submitted on paper or any other medium not stated in these Specifications.

L.- OPENING OF TENDERS: no public ceremony for opening tenders will be held, given the merely requirement-verifying nature of the procedure. In any case, there will be no private opening ceremony for the tenders until after their submission deadline has been reached.

M.- TENDER CONTRACT-AWARD CRITERIA: This procedure has no established application of award criteria for selecting a provider or contractor that the contract is awarded to. The process is limited to checking and verifying the necessary requirements, without there being any limit to a specific number of operators.

N.- TENDER TEMPLATE: Not applicable.

O.- CONTRACT AMENDMENTS: The following reasons for amending the contract are provided for:

- Pre-existing changes and adaptations of the integration system arising from updates and improvements in the available technologies.

If there are variations in the unit prices owing to the various types of charging as a result of Barcelona City Council's approval of new private prices, the operator will be offered the possibility of adapting the contract to the new approved private prices. Otherwise the Contract's extension will not be processed and the operator may make a new request at this procedure's next invitation to tender, where the updated prices will be listed.

P.- ASSIGNMENT OF THE CONTRACT: There is no possibility of assigning the Contract.

Q.- PROCESS: compliance with a specific process is established, given that the contract is not defined in the LCSP, according to the content of the technical and legal report

attached to these Specifications. The procedure is characterised by its compliance with the LCSP principles.

R.- PUBLICITY: Contractor Profile. Accessible from the following weblink: https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/perfil/BSM/customProf

S.- INFORMATION AND QUERY-RESOLUTION SERVICE AVAILABLE TO OPERATORS:

S.1. LEGAL QUERIES, OVER DOCUMENT-SUBMISSION FORMAT OR SPECIFICATIONS AVAILABLE TO THE PARTIES CONCERNED:

Any queries, questions and/or requests for information shall have to be made in writing and emailed to the following address: fkhamlich@bsmsa.cat and mdsanz@bsmsa.cat, **no later than 5 days before the deadline for submitting bids**. The message subject line must contain the file code/number.

Furthermore, the interested parties are hereby informed that the information concerning the status of this procedure shall be published on the contractor profile, including any explanations and amendments, as applicable. Interested parties are advised to consult the contractor profile periodically to obtain information on the status of this tender procedure.

CLAUSE 2.- SUBJECT MATTER AND LEGAL FRAMEWORK OF THE CONTRACT

1. The purpose of these Administrative Specifications (henceforth, Specifications) is to establish the terms and conditions governing verification of the technical and financial solvency criteria of operators with electro-mobility services platforms, on the part of Barcelona de Serveis Municipals, SA (henceforth, "Contracting Body" or "BSM") which will lead to the signing of this contract governing the subject matter described in **Section A** of the Summary Characteristics.

2. In accordance with the above-mentioned Mayoral Decree of 24 April 2017, the subject matter of the contract includes the following sustainable public-procurement measures:

- Declaration of there being no illegal economic and/or financial relationship with a country regarded as a tax haven.

3. BSM is subject to the provisions of Act 9/2017, of 8 November, on Public Sector Contracts, transposing European Parliament and Council Directives 2014/23/EU and 2014/24/EU, of 26 February 2014 into the Spanish legal system (henceforth, 'LCSP'), on the non-harmonised procurement which applies to it as a Contracting Body without a Public Authority nature.

As for possible contractual amendments that may be made, the system provided for in Book 2, Title 1, Chapter 1, Section 3(4) of the LCSP shall apply.

Also applicable to it is the above-mentioned Mayoral Decree of 24 April, in addition to the Mayoral Decree of 19 May 2016, under which an essential clause is implied in contracts that operators, contractors or subcontractors, subsidiary companies or intermediate companies have no illegal economic or financial relationship with any country regarded as a tax haven. Consequently, operators, contractors or subcontractors, subsidiary companies or intermediate companies under this public contract may not carry out

financial transactions in tax havens – according to the list prepared or endorsed by the European Institutions or, failing that, by the Spanish State – or outside tax havens and which are regarded as criminal under legally established terms such as money-laundering, tax fraud or crimes against the Public Treasury.

4. The Contract is considered a private contract and is subject, as regards its effectiveness and termination, to private law, being governed by these Specifications, under the Contract and attached documents, and for everything else not provided for there, by the applicable civil and commercial legislation.

The provisions set out in Book III, Title I of the LCSP shall apply to the preparation and award of this Contract.

5. For the purposes of resolving any dispute that may arise from the preparation and award of the Contract or any amendments to it, when the latter are based on breaches of the provisions in Articles 204 and 205 of the LCSP, where it is understood that the amendment should have been subject to a new tender process, the parties shall submit to the administrative law courts.

For the purposes of resolving any discrepancy that may arise over the effectiveness and termination of this Contract, the parties shall submit to the civil courts.

6. These Specifications, their Annexes and the Technical Specifications are contractual in nature. The Contract shall comply with the provisions of these Specifications, whose clauses shall be considered an integral part of the corresponding Contract.

7. Submission of the documents confirming solvency implies unconditional acceptance by operators of the content of these Specifications and all the documents making up this tender process, without exception or reservation.

8. The Contract and discrepancies over its application shall be interpreted by taking into account, first of all, the Administrative and Technical Specifications, which shall prevail over any other rules.

Ignorance of any of the conditions and terms of the Contract and the other contractual documents of any kind which may apply to the performance of what has been agreed to, shall not exempt the operator from its obligation to comply with them.

9. Should these Specifications be translated into other languages, if there is any discrepancy, the version in Catalan shall prevail.

CLAUSE 2.- CONTRACT'S BASE BUDGET AND ESTIMATED VALUE

1. The estimated value of the Contract for the purposes of determining the award procedure, publicity and competence of the Contracting Body is the one that appears in **Section B** of the Summary Characteristics and does not include Value Added Tax.

This estimated value has been calculated in accordance with the provisions set out in Article 101 of the LCSP. This value is the sum of the Contract's base budget as well as any possible amendments and, where appropriate, extensions or other options, under the terms and conditions established in these Specifications.

2. The Contract's base budget is the one stated in **Section C** of the Summary Characteristics.

The unit prices where the budget is broken down are listed in the Summary Characteristics of these Specifications.

The base budget has been determined on the basis of an estimation of the volume of operations that the various operators could manage to carry out throughout the lifetime of the Contract, taking into account the total number of operations that BSM usually carries out. It should be pointed out here that it is merely illustrative, without in any event leading to any compensation or readjustment if the estimation proves to be inaccurate, whether upwards or downwards.

3. The Contract price shall be equivalent in any case to the budget and broken down by the structure of private prices that is in force at any time.

5. The tenderer confirms that it has sufficient credit to meet the financial obligations that arise from the Contracting Body's performance of the Contract referred to by these Specifications, up to its conclusion.

CLAUSE 3.- DURATION OF THE CONTRACT

The Contract's term is the one that appears in **Section D** of the Summary of Characteristics.

This Contract may be extended **up to an additional FOUR (4) YEARS, through one-year renewable extensions.**

Extensions will be agreed to by the Contracting Body where requested by the operator, and the latter shall have to inform the former of its wish to extend the Contract at least 3 MONTHS before it expires. The Contract representative must communicate their will to extend the Contract by writing to the e-mail address rzetchi@bsmsa.cat or elamas@bsmsa.cat

CLAUSE 4.- PROCUREMENT DOSSIER, PROCEDURE FOR SIGNING THE CONTRACT AND DOCUMENTS THAT THE PARTIES CONCERNED WILL BE PROVIDED WITH

1. Contracts for the services in question shall be awarded under the procedure established in these Administrative Specifications, which in any case follow the principles of the LCSP without adaptation to any specific procedure regulated under it, given the want of definition for the legal business that is intended to be formalised.

This Contract shall be signed with all the parties concerned that provide all the documents on time and correctly which confirm that the integration solvency requirements are met. There is no limit to the number of operators that may take part and formally integrate the Barcelona de Serveis Municipals network charging points.

2. **NEED FOR AND SUITABILITY OF THE CONTRACT:** The needs that the Contracting Body aims to satisfy under this contract are the ones stated in the technical and legal report attached to these Specifications.

3. DOCUMENTS THAT THE PARTIES CONCERNED WILL BE PROVIDED WITH: As of the date of publication of the procedure announcement, the companies concerned will be able to obtain the necessary documents for preparing their tenders, including the following documents:

- These Administrative Clauses
- Technical Specifications.
- Legal report.
- Standard agreement accepting the integration terms and conditions.
- SEPA Mandate.

4. CONTRACT MANAGER:

A contract manager will be appointed by the Contracting Authority, whose identity will be communicated to the Awardee once the contract has been awarded and who shall be responsible for overseeing the performance of the contract and adopting the necessary instructions, for the purposes of ensuring the correct performance of the service agreed to, under the powers they have been granted. The contract manager must meet the features that are specified in the section on allocation of resources.

5. CONTRACTING BODY: The Contracting Body of this Contract, given the amount involved, is Ms Marta Labata Salvador, the CEO of Barcelona de Serveis Municipals, S.A.

CLAUSE 5.- PROCEDURE PUBLICITY

This procedure will be published by means of an announcement on the Contractor Profile of the Contracting Body, which can be accessed from the website referred to in **Section R** of the Summary of Characteristics.

II. DESCRIPTION OF THE PROCEDURE

CLAUSE 6.- OPERATORS' CAPACITY CONDITIONS

1. Spanish or foreign-national natural or legal persons may enter into a contact with the Contracting Entity where they have full capacity to act, in accordance with Article 65 of the LCSP, and are not subject to any of the prohibitions set out in Article 71 of that Act and are able to demonstrate that they have the business or professional qualifications which, where appropriate, may be required for performing the activities or providing the services that form the subject matter of the Contract.

The requirements for capacity and absence of any prohibitions for entering into contracts must be met when the tender is submitted and must continue to be met until the Contract is awarded and, where appropriate, signed.

Social measure: under Mayoral Decree of 19 May 2016, contractors or subcontractors, subsidiary companies or intermediate companies under this Contract may not carry out financial transactions in tax havens – according to the list of countries prepared or endorsed by the European Institutions or, failing that, by the Spanish State – or outside tax havens, that are considered criminal under legally established terms, such as money-laundering, tax fraud and crimes against the Public Treasury.

2. Non-EU foreign companies shall also be required to satisfy the requirements set out in Article 68 of the LCSP.

3. The Contracting Body may hire joint ventures created temporarily for the purpose of the contract. Such participation shall be carried out, during the tender submission stage, through the submission of a private document expressing the aim of the joint venture, stating the names and circumstances of those who constitute it, the holding of each, appointing a single representative or proxy with sufficient powers for exercising the rights and meeting the obligations that arise from the Contract up to its termination, without prejudice to the existence of joint powers in other aspects, and assuming the commitment to a formal constitution should they be the Contract's successful tenderers. There shall be no need for the joint venture to be drawn up in a public deed until it is awarded the Contract.

The companies involved shall be jointly liable before the Contracting Body.

There shall be no need for the Temporary Joint Venture (UTE) to be executed in a public deed until the Contract is awarded in its favour.

4. Legal persons may only be awarded contracts whose services are included within the purposes, subject matter or fields of activity that are accepted under their respective Articles of Association or Charters.

5. Operators with fifty or more workers in their permanent workforce must have a number of workers with a disability that is at least two percent of the total workforce or comply with the alternative measures established in Royal Decree 364/2005, of 8 April, or any regulation that may replace it.

6. Bearing in mind that this service implies a regular relationship with minors, it is a requirement that the persons who perform the Contract must not have been sentenced for any crime against sexual integrity or freedom, which includes sexual violence and abuse, sexual harassment, exhibitionism and sexual provocation, the prostitution and sexual exploitation and corruption of minors, as well as human trafficking.

CLAUSE 7.- OPERATORS' TENDERS

1. The tenders refer to the integration forming the subject matter of this contract.

Tenders must be submitted within the deadline established in **Section K** of the Summary of Characteristics and the announcement of the procedure. Tenders submitted outside this deadline will not be accepted under any circumstance and the operator will have to wait for the next invitation to tender.

All the operators, when making their submission, shall have to state an address, telephone number, fax number, email address and contact person for the communications and relations that generally arise from this process and which may affect the operator in any way.

2. Tenders may only be submitted to the register of the Contracting Body stated in **Section K** of the Summary of Characteristics.

3. No operator may submit more than one tender for the same lot during this invitation to tender, whether individually or jointly with other companies.

Nor may any operator submit a tender in joint participation with other operators, if it has already submitted a tender individually, or appear in more than one of those groups. Any breach of the provisions stated in this paragraph will lead to the rejection of all the tenders that the operator has submitted, unless it withdraws all the tenders and maintains a single tender.

CLAUSE 8.- SUBMISSION FORMAT FOR APPLICATIONS: GENERAL RULES

1. Operators shall have to present all their documents in a single envelope. They will be able to state in that envelope which information in their tender is confidential. The Contracting Body will guarantee the confidentiality of any information expressly designated as such, within the parameters of the law, and provided that it does not affect the right to information that the other parties concerned have under the current legislation in force on access to public information.

2. Operators must submit their application **in a single envelope**, which must be submitted using the following procedure:

The offer must be sent in a single envelope or file via e-mail to the following addresses: fkhamlich@bsmsa.cat ; mdsanz@bsmsa.cat . The envelope or single file must be encrypted with passwords so that we cannot access their contents (PDF files with passwords). On the day of the deadline for submission of bids, at the set time and not before, they must send us the password.

Failure to follow these steps or submission via alternative means will result in exclusion.

3. Under the LCSP's Fifteenth Additional Provision, the procedure for this tender involves sending notifications and communications arising from it through exclusively electronic media.

Nevertheless, oral communications may be used for communications other than those relating to essential elements, that is, specifications and tenders, leaving the content of their oral communication duly documented, for example, through files or written or sound-recorded summaries of the communication's main elements.

4. Communications and notifications that are made during the tendering process and lifetime of the Contract shall be sent through electronic media.

Deadlines triggered by notifications shall be calculated as of the date of dispatch of those notifications, where the act constituting their subject matter has been published on the same day in the Contracting Body's Contractor Profile. Failing that, deadlines shall be calculated as of the date of receipt of notifications by the companies they are addressed to.

5. On the other hand, for the purposes of receiving all the information on this tendering process, any companies that so wish and, in any case, the operator companies must be subscribed as an interested party in this tendering process, through the news subscription service, to the virtual tendering space which is provided to that end on the website

address of the Contracting Body's Contractor Profile and is accessible from the Catalan government's Public Procurement Services Platform:

<https://contractaciopublica.gencat.cat/perfil/BSM/customProf>

This subscription will enable its users to receive immediate alerts, sent to their email addresses, of any news feature, publication or notice relating to this process.

Likewise, certain communications that have to be sent during or as a consequence of the process and signing of this Contact will be put on the notice board associated with the virtual space for this process on the Public Procurement Services Platform. This electronic notice board, which provides a reliable record of the authenticity, integrity and date of publication of the information published, also publishes information on both the process and the Contract.

6. Digital certificates.

Under the First Additional Provision of Executive Decree 3/2016, it shall be sufficient for the advanced electronic signature to be used which is based on a qualified certificate or recognised electronic signature under the terms and conditions provided for in Regulation (EU) 910/2014/EU, of the European Parliament and of the Council, of 23 July 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC. This is therefore the minimum security level required for the electronic-signature certificate accepted for the signing of the DEUC and the tender.

As regards foreign EU certificates, certificates qualified in any EU country shall be accepted under Article 25(3) of the above-mentioned Regulation (EU) 910/2014/EU on electronic identification and trust services, stipulating that 'a qualified electronic signature based on a qualified certificate issued in one Member State shall be recognised as a qualified electronic signature in all other Member States'.

CLAUSE 9.- OPERATORS' TENDERS: DOCUMENTATION

SINGLE ENVELOPE

Title: Documents relating to the procedure for integrating the electric vehicle charging network

NOTE: The documents in this Single Envelope shall be provided in electronic format, signed electronically by the company's legal representative.

IMPORTANT: The documents shall have to be titled in accordance with the sections detailed below, for the purposes of speeding up the work for compliance with the requirements.

CONTENTS:

The "Single Envelope" must contain the following documents:

9.1. Declaration of Compliance according to the template provided in ANNEXE NO. 1 of these Specifications, on compliance with the requirements of personality, capacity and other circumstances.

Specifications regarding temporary joint ventures:

- a. Each of the companies making up the temporary joint venture shall have to submit the corresponding declaration of compliance.
- b. Supporting documents shall have to be submitted confirming the appointment of a sole representative or proxy with sufficient authority to exercise the rights and meet the obligations arising from the contract up to its termination, as well as details of the names and circumstances of the companies that comprise the joint venture, the holding of each, and the commitment to formally creating a temporary joint venture, should they be the successful tenderers.
- c. The provisional Tax Identification Number (NIF) assigned by the competent authority may also be included. Only where the joint venture is the Successful Tenderer shall it have to confirm its constitution in a public deed and provide the permanently assigned NIF.

The Contracting Body will require the operator, when the time has arrived for signing the Contract, to confirm its compliance with the personality and capacity requirements by providing the documents stated in Clause 11 of these Specifications.

The Contracting Body may require the operators to submit all or part of the supporting documents confirming compliance with the prerequisites established under Article 140 of the LCSP and specified in these Specifications, for the purposes established in Article 140(3) of the LCSP and, in any case, before the Contract is awarded.

Failure to provide these documents within the required term will be a reason for rejecting the tender.

9.2. Supporting documents confirming compliance with the technical and financial solvency requirements

The operator shall have to include in the electronic envelope the documents listed in the boxes for each of the following elements:

Technical solvency

Technical solvency which, along with financial solvency, will determine the possibility of signing the Contract, shall be confirmed through documents allowing verification of various elements, as established under Article 90 of the LCSP and listed below:

1. List of the technical staff or technical units, whether or not employees of the company, participants in the Contract, especially those tasked with quality control.

The operator shall have to guarantee that it has a customer care service that is operational 24 hours a day, every day of the year, capable of attending to queries from users relating to the charging stations making up the network showing their mobility solution. Queries over prices and the invoicing of the charging services must be included in this customer care service.

Supporting documents: The operator shall have to present a Declaration of Compliance stating that it has a service with the features listed in the documents included in the process. In addition, it shall have to submit a descriptive report of the functioning of its customer care service, showing the development of the necessary processes that will arise from the integration.

2. Declaration stating the availability of a compatible platform

The operator shall have to guarantee that it has a platform capable of connecting to the charging points management app used by Barcelona de Serveis Municipals, through the OCPI protocol.

Supporting documents: The operator shall have to submit a declaration of compliance stating that its platform functions through the above-mentioned protocol. In addition, it shall have to submit the platform's fact sheet or alternatively a descriptive report summarising its features.

Financial solvency

Statement of overall turnover, reported as the maximum in the last three financial years available according to the date of creation or start of the bidder's activities, insofar as references to this turnover are available. The operator must confirm with supporting evidence that the year of the highest turnover from the last three (3) years achieved an annual turnover of at least €35,000.

Supporting documents: For these purposes, the operator, if it is registered, must present its annual accounts which have been approved and deposited with the corresponding Commercial Register, otherwise, if the operator is not registered, it shall have to present its annual accounts deposited with the official register it has to be registered with. Bidders who are natural persons (i.e. individual business people), will be accredited through inventory ledgers and annual accounts legalised in the Business Register.

Under the criteria established by the administrative approach (among other things, Decision 1206/2018 TARC, on Article 87.1 LCSP), newly created operators shall be understood to have met the necessary financial solvency where, given the impossibility of confirmation with the generally required documents, a certificate is presented confirming that the operator has taken out a civil-liability insurance policy against an amount in excess of the Contract's estimated value, as set out in Section 4 of this report.

IMPORTANT: Besides the specific technical requirements specified, operators shall have to be up to proceeding to integrate under the terms and conditions described in the Technical Specifications, in full coordination with the experts and the Systems Department at Barcelona de Serveis Municipals.

Resources allocated to the performance of the Contract

The operator shall have to allocate the three professional profiles specified below to the performance of the Contract:

- **Head of customer care service:** this profile shall be responsible for coordinating the team tasked with responding to queries from users over the operator's mobility solutions, whether by telephone, email or the support system that the operator has available.

Required qualifications: University bachelor's degree relating to Marketing and Communication Management; alternatively, other university studies will be accepted provided they include skills relating to the position's tasks.

- **Specialist technician** responsible for coordinating with the Information Systems Unit at Barcelona de Serveis Municipals, who will liaise directly with technicians and lead the technical operations that the operator has to embark on for the integration and compatibility in accordance with the provisions set out in the Technical Specifications.

Required qualifications: University bachelor's degree from the engineering family that includes the necessary skills for implementing highly complex apps and computer programs. Alternatively, other related studies, with BSM reserving the right to request complementary information on the training and work experience of the proposed technician.

- **Director of electro-mobility service as the Contract's liaison officer:** the person who fills this post will be the contract's main liaison officer and they must ensure the proper functioning of staff, equipment and the resources needed for ensuring the success of the purpose of the Contract, by establishing a direct line of communication between this professional and the Unit Head of the Operational Support Centre at Barcelona de Serveis Municipals.

Required qualifications: University bachelor's degree in a branch of Business Economics or Administration and Management. Alternatively, other related studies, with BSM reserving the right to request complementary information on the training and work experience of the proposed manager.

9.3. Supporting documents confirming personality and capacity

a) Natural persons (individual entrepreneurs and professionals) shall be required to submit their national identification document (DNI) or its replacement document, and their tax identification number (NIF), where this does not feature in their DNI.

b) Legal persons shall be required to submit their tax identification code (CIF) and their memorandums of association, amended and adapted articles of association, where appropriate, duly registered with the Commercial Register, where this is required under the commercial legislation that applies to it. Where such registration is not required, proof shall be provided by producing the memorandum of association, certification of amendment, articles of association or foundation charter, featuring the rules governing the company, registered, where appropriate, in the corresponding official Register.

c) Where the entrepreneur acts through a representative or is a legal person, the following has to be produced:

c.1.) Public document granting authority, duly registered with the corresponding Public Register.

c.2.) National ID (DNI) and tax identification number (NIF) of the representative and signatory of the financial tender.

d) Capacity to act of non-Spanish companies from EU member states or signatories to the EEA Agreement has to be confirmed through registration with the appropriate registers in accordance with the legislation of the state they are established in, or through the presentation of a sworn statement or a certificate under the terms and conditions established by law, in accordance with the EU implementing provisions.

e) Capacity to act of foreign companies not included in the section mentioned above has to be confirmed in accordance with the rules provided for in Article 68 of the LCSP.

f) As stated, tenders may be submitted by joint ventures created for this purpose. These companies shall be jointly subject to their obligations before the Contracting Authority.

In such cases, of both natural and legal persons, each of their components shall confirm their capacity, personality and representation, and it shall be mandatory for them to state in a separate document the names and circumstances of its signatories, the percentage of each one's holding, and they shall have to appoint a representative or proxy with sufficient authority to exercise the rights and comply with the obligations that arise from the Contract up to its termination.

9.4. Other documents

a) Registration with Spain's Economic Activities Tax (IAE), in the entry corresponding to the subject matter of the Contract, and latest receipt, provided it carries out activities subject to and not exempted from that tax.

Similarly, where the company falls within any of that tax's exemption cases appearing in Article 82 of Royal Legislative Decree 2/2004, of 5 March, approving the Consolidated Text of the Regulatory Act on Local Tax Offices, it must produce a statement of compliance that has to specify the legal exemption case and the declaration document in the tax register of parties liable for tax payments

b) Specific certificate issued by the Tax Authority, confirming the company is up to date with its tax obligations, for the purposes of Article 43 of General Tax Act 58/2003, of 17 December.

c) Positive certificate, issued by the competent body, confirming that the company is up to date with its obligations with the Tax Authority.

d) Positive certificate issued by the Catalan government confirming there are no tax debts with that Tax Authority.

e) Positive certificate issued by Barcelona City Council confirming there are no tax debts with that authority, where appropriate.

f) Positive certificate, issued by the competent body, confirming that the company is up to date with its Social Security contributions.

g) In the case of EU companies: properly completed SEPA mandate.

CLAUSE 10.- CRITERIA FOR APPRAISING, OPENING AND EXAMINING TENDERS

1. Submission of a tender by the operator implies that it complies with the legal system and that the Contract will be able to be performed within its terms and conditions and that this responsibility may not under any circumstances be affected or diminished by the tender's acceptance by BSM.

2. If a correctable mistake or omission is detected during the review of the documents, the operators concerned will be requested in writing for information and explanations deemed appropriate relating to the various components of their tender, a process that shall have to be completed within a maximum of 5 working days.

3. Once the information and explanations requested have been received, the Contracting Body will ask for a technical report from the entity's technical services so that all the documents provided can be analysed as a preliminary step towards acceptance of the tenders.

4. After all the documents listed in these Administrative Specifications have been delivered correctly and on time, and it has been verified, from checking the requirements, that the tenderer meets all the necessary characteristics (of technical and financial solvency, allocation of resources or anything else established in the process documents), the tender will be approved.

5. Once the deadline established in the invitation to tender has passed, the "Single Envelope" will then be opened, for the purposes of verifying that it contains the documents listed in these Specifications, and qualifying their validity.

Where there are any reasonable doubts over the validity or reliability of the information contained in the envelope or where there is a need to ensure the proper performance of the contract, the tenderers may be asked to submit all or part of the supporting documents providing evidence of their aptitude, capacity, solvency and compliance with the requirements. The deadline for submitting the necessary documents will be FIVE (5) calendar days as of the receipt of this request.

6. Afterwards, and where appropriate, the tenderers will be informed of the existence of any correctable defects or omissions, with a deadline set for the operators to submit any appropriate corrections. Under no circumstances may this deadline be more than THREE(3) calendar days as of the date on which the above-mentioned notification was sent.

Defects involving failure to satisfy the established requirements shall be deemed uncorrectable whereas those involving a mere failure to demonstrate satisfaction of those requirements shall be deemed correctable. The decisive time for assessing compliance with the capacity requirements for entering into the Contract shall be the deadline for submitting tenders.

Tenders with uncorrectable defects or defects that have not been corrected within the deadline granted will be rejected.

Furthermore, the contracting body may ask the operator for clarifications over the certificates and documents submitted and request other complementary documents.

7. Failure to submit any of the documents that have to be included in the Single Envelope will be a reason for rejecting the tender, unless it is considered correctable by the Contracting Body and is corrected within the deadline.

8. Once the tenders received have been analysed and studied, and those which fail to comply with the Specifications' requirements have been excluded, the Contracting Body will approve then in a single act.

III. AWARD AND SIGNING OF THE CONTRACT

CLAUSE 12.- APPRAISAL OF TENDERS AND SIGNING OF THE CONTRACT

1. The Contracting Body will inform each of the operators individually, using the electronic means designated by them, of the appraisal or rejection of their tender for integration.

2. All submitted tenders, whether appraised or rejected, shall be kept on file.

3. The entity's Contracting Body will give a reasoned decision regarding its appraisals and arrange for the Contract to be signed with all the operators that meet the requirements. Where no tender is acceptable under the contract award criteria in these Specifications, the tender process shall be cancelled.

The Contracting Body may also cancel the contract award process should factual or legal circumstances occur where the public interest logically and reasonably prevails, in view of the needs that the Contract aims to meet, and it may also withdraw from or cancel the process for reasons of public interest duly explained in the dossier.

4. The decision for accepting tenders for the Contract will have to give reasons regarding the verification of requirements established in these Specifications just as the reasons for rejecting them will also have to be stated. There will be sufficient reasons if the Contracting Body's decision to award the Contract accepts and assumes the content of the technical analysis report of the documents provided.

Companies will be notified of the acceptance of their tenders, which will be published in the entity's Contractor Profile.

5. The Contract shall be deemed to be formally entered into as soon its successful bidder has signed its acceptance of the decision on the contract award. This acceptance shall have to be signed within a maximum period of three calendar days, as of the date on which the successful bidder of the Contract was notified.

CLAUSE 14.- FINAL BOND

This Contract does not require a bond to be created in favour of the Contracting Body.

IV. GENERAL CONSIDERATIONS

CLAUSE 15.- PAYMENTS TO BSM

In the case of EU companies

BSM will issue a monthly invoice that reflects the total volume of operations carried out by the electro-mobility operator. The price found to be valid at the time the invoice is issued shall apply to this number of operations.

Invoices must be paid within a maximum period of 30 calendar days as of the date they are sent on.

Invoices shall be paid by direct debit, so operators shall have to duly complete and send back the SEPA mandate attached to the invitation to tender documents.

In the case of non-EU companies

BSM will issue a monthly invoice that reflects the total volume of operations carried out by the electro-mobility operator. The price found to be valid at the time the invoice is issued shall apply to this number of operations.

The operators shall have to make a bank transfer for the corresponding amount within a maximum period of 10 working days, as of the date on which the invoice was sent, to the bank account stated below:

ES98 2100 0419 9902 0044 1069

CLAUSE 16.- RISK AND PRICE REVISIONS

The Contract shall be performed at the risk of the Awardee.

The Awardee is not entitled to a price review, given the features of this Contract.

CLAUSE 17.- MANAGEMENT AND INSPECTION OF CONTRACT PERFORMANCE

The contract manager appointed by the Contracting Authority shall perform the following functions:

- Supervise the performance of the Contract entered into.
- Ensure compliance with the obligations undertaken by the operator, as provided for in the Specifications and those derived from the documents provided in the tender.
- Issue the allocated teams or resources with the appropriate orders and instructions for ensuring the correct performance of the service.
- Liaise with the technical coordinator or manager appointed by the Successful Tenderer.

The contract manager shall be responsible for liaising with the technical coordinator or supervisor appointed by the company awarded the contract, who must be on the company's staff, to coordinate and control the correct performance of the contract, for which reason meetings shall have to be held as often as appropriate.

Under no circumstances shall the contract manager at the Contracting Body appoint the workers employed by the successful tenderer responsible for performing the Contract or

participate in their selection or training or issue specific orders or instructions to the successful tenderer's staff or exercise any executive authority over them.

CLAUSE 18.- TERMS AND CONDITIONS OF CONTRACTUAL PERFORMANCE ESSENTIAL TO THE CONTRACT

1. Special contractual terms and conditions of performance

The following are established as special conditions of performance:

- Compliance with there being no illegal economic and/or financial relationship with a country regarded as a tax haven.
- **Reciprocal basis:** BSM shall be entitled to agree to a reciprocal basis where the operator has its own charging points. By submitting this tender, the operator undertakes that the price which BSM will have to pay for charging operations shall not in any case be higher than what its company pays for operations at BSM's charging points and that it shall establish the necessary coordination mechanisms for facilitating this reciprocal integration under the same terms and conditions that BSM establishes.

2. Contract's essential obligations:

- Compliance with the special terms and conditions of performance established in Clause 18.1 of these Specifications shall be an essential obligation of the Contract.
- Effective dedications or allocations, during the performance of the Contract, of the human and/or material resources stated and undertaken in the tender.
- The obligations of these Specifications and the Standard Contract which the nature of obligation essential to the Contract is specifically attributed to.

CLAUSE 19.- OBLIGATIONS OF THE AWARDEE

In addition to the obligations established under the current regulations in force, the Awardee shall also be under an obligation to:

- a. Appoint a person to be in charge of the smooth running of the work and behaviour of the staff, who will also act as a link with the Contracting Authority and the contract manager.
- b. Maintain confidentiality with regard to information or records that are not public or common knowledge and are possibly related to the subject matter of the contract, which they have become aware of due to the contract.
- c. Respect the provisions of Framework Act 15/1999, of 13 December, on Personal Data Protection and its implementing regulations.
- d. Take out a civil liability insurance policy for an amount that is sufficient for covering liabilities of any type that may arise from the performance of the Contract.
- e. Ensure that all actions under this Contract guarantee respect for the principles of non-discrimination and equal treatment relating to non-discrimination owing to sex, sexual

orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, functional diversity or any other nature as well as the principles of dignity and freedom of persons.

- f. Comply with the following obligations concerning the principles of ethics and rules of conduct to which Bidders and contractors must adapt their activities, under the provisions of Article 55(2) of Act 19/2014, of 29 December, on Transparency, Access to Public Information and Good Governance:
- Adopt ethically exemplary conduct, refrain from promoting, proposing, encouraging or becoming involved in any corrupt practice, both in terms of the provisions of the Criminal Code concerning corruption and in relation to ethically reprehensible practices, informing the competent authorities of any sign of these practices which, in its opinion, is present or may affect the procedure or the contractual relationship and refrain from taking any other action that could compromise the principles of equal opportunities and free competition.
 - Comply with the ethical principles, rules and standards inherent to the activities, professions and/or trades corresponding to the provisions to which this contract applies.
 - Refrain from taking any action that places the public interest at risk in terms of the scope of the contract or the contracted provisions.
 - Report, for as long as the contract remains in force, any irregularities that may occur in the tender process.
 - Immediately inform the Contracting Authority of any conflict of interests, understood as any situation in which the members of staff employed by the awarding authority or a supplier of the contracting services acting on behalf of the awarding authority participating in the completion of the tender procedure or that may have an influence on the outcome of this procedure have, whether directly or indirectly, a financial, economic or personal interest that may appear to compromise their impartiality and independence in the context of the tender procedure. And also considering the provisions concerning conflicts of interests in Directive 2014/24/EU.
 - Refrain from directly or indirectly asking that a public servant or person in public office influence the award, continuation or maintenance of the contract on their own behalf or on behalf of others.
 - Refrain from offering or providing a public servant or person in public office personal or material advantages, either directly to them or to third parties, regardless of the personal or professional link they may or may not have, in addition to persons participating or that may influence the tender procedure.
 - Respect the principles of the free market and competition and refrain from engaging in conducts that seek to or may result in competition being affected, restricted or falsified, such as, for example, collusion or fraudulent competition (safeguarding tenders, elimination of tenders, dividing up markets, tender rotation, etc.). Furthermore, report any action or conduct of which it becomes aware that may seek to bring about these aims and which relates to the process or contract.
 - Refrain from using confidential information, obtained through the process or performance of the contract to directly or indirectly obtain an advantage or benefit of any kind in its own interests.
 - Refrain from trying to unduly influence the decision-making process of the awarding authority, obtain confidential information that may provide an undue advantage in the tender procedure or negligently provide misleading information that may have an important influence on decisions relating to exclusion, selection or award.

- Collaborate with the Contracting Authority in any actions it may take to monitor and/or assess compliance with the contract, in particular providing the information requested to this end.
- Meet the obligations on providing information which transparency legislation and public-sector contracts impose on Awardees in relation to the authority or authorities in question, without prejudice to the compliance with the transparency obligations they are directly bound by under the law.
- Report any action it may become aware of and which may represent a breach of the above-mentioned obligations.

CLAUSE 21.- OUTSOURCING AND ASSIGNING

1. The Successful Bidder may subcontract the partial performance of the Contract, in accordance with the provisions set out in these Specifications and in Articles 215, 216 and 217 of the LCSP.

2. In any event, the operators shall have to state in their tender the part of the tasks described in the Technical Specifications that they have planned to subcontract, highlighting the amount, and the name or business profile, defined by reference to the professional or technical solvency conditions, of the contractors commissioned with carrying it out.

3. Third parties subcontracted by the contractor shall not conduct financial transactions in tax havens – according to the list of countries prepared or endorsed by the European Institutions or, failing that, by the Spanish State – or outside tax havens, that are deemed criminal, under legally established terms, for example, for money-laundering, tax fraud and crimes against the Public Treasury.

Where subcontracted third parties have legal relations with tax havens, the Successful Bidder shall inform the Contracting Body of those relations (which it will publicise on the Contractor Profile) and present it with documents detailing the financial transactions and all information relating to these activities of the subcontracted companies.

4. Rights and obligations arising from the Contract are prohibited from being assigned to a third party.

CLAUSE 22.- TERMINATION

1. This contract may be terminated for any of the reasons established in Article 211 and 313 of the Public Sector Contracts Act (LCSP).

2. In addition to the provisions established in the above-mentioned articles and provided for in these Specifications, the following shall be considered specific grounds for termination:

- Delay in starting delivery of the service.
- Non-compliance or defective compliance with the conditions for performing the contract established in these Administrative Specifications and the Technical Specifications.
- Non-compliance with the essential contractual obligations.
- Others established legally by this type of contract.

- Manifest and proven technical incapacity or negligence relating to performing the tasks covered under this contract; manifest refusal or resistance on the part of the Awardee to abide by the instructions given by the Contracting Authority to adapt the contract to its needs; repeatedly failing to attend working meetings, failing to comply with any partial deadlines that may be set, omitting information, and any attitude or negligence whatsoever that may affect the performance of the contract.
- Any situation provided for as a ground for prohibition from entering into contracts which arises once the Contract has been signed.
- Failure to keep due confidentiality over information or records that are not public or common knowledge and which may relate to the subject matter of the contract, which it has knowledge of through the Contract.
- Partial breach of the provisions defined in this contract, when this constitutes a very serious breach.
- Repeated non-compliance with any of the special performance conditions set out in these Specifications, when they have not been assigned the status of essential contractual obligations.

CLAUSE 25.- INTEGRATION OF THE CHARGING POINTS INTO THE OPERATORS' PLATFORMS

The success of the internal functioning of the actual integration into the operators' own platforms shall be run and managed exclusively by those operators and they shall bear all the business risk of the financial management and investments required for adapting their platforms. The operator shall appoint individuals at all times to perform the services, determine the tasks to be carried out on time and issue the appropriate guidelines for ensuring the proper performance of the Contract. The operator shall provide its technical, material, organisational and human resources for ensuring proper integration, appoint the skilled and specialist staff to carry out the necessary tasks at its expense and on its behalf, and ensure that the assigned staff have the qualifications, training and appropriate professional level.

CLAUSE 26.- AMENDING THE CONTRACT

The grounds that may give rise to conditions for amending the Contract are as follows:

Subjective:

- A. Total or partial succession of the original contractor as a result of a corporate restructuring process, complying with the requirements and conditions set out in Article 98 of the LCSP, provided that this does not involve any other substantial amendments to the Contract and is not aimed at circumventing the application of the Directive.
- B. Replacement of the original contractor as a result of the assignment of the contract to a third party, under the terms provided for in Article 214 of the LCSP. This case requires the Contracting Body's express prior authorisation for assigning the Contract as well as the assignee to have full capacity to enter into contracts with the public sector, to have the solvency required in the Specifications and not to be subject to any cases of incapacity for or prohibition from entering into contracts with the public sector, as determined by current legislation in force. The assignee of the contract shall be subrogated in all the rights and obligations corresponding to the assigner.

Objective:

The following reasons for amending the contract are provided for:

- Pre-existing changes and adaptations of the integration system arising from updates and improvements in the available technologies.

Neither of the two amendments, owing to their nature, has a financial effect on the Contract's estimated value.

4. The procedure for amending the Contract shall be:

- Explanatory report from the contract manager, stating the need to proceed with the contract amendment.
- Legal Report from the Contracting Department indicating the cause, as applicable.
- Hearing procedure for the Contractor for a period of ten working days and appearance in which it declares it has been informed of the scope of this new work.
- Approval of the amendment to and award of the Contract by the competent Contracting Body at the proposal of the contract manager.

5. Any amendments that are approved shall be binding on the operator. The latter consequently accepts any amendment to the Contract proposed by the Contracting Body which complies with what is provided for in these Specifications or the Contract and undertakes to carry it out once the corresponding agreement has been adopted.

In such cases, the operator shall be under an obligation to strictly comply with the amended contract, without the right to demand any compensation and without being able for any reason to reduce or halt its usual activity with regard to it.

6. Amendments for grounds provided for in these Specifications may not imply the establishment of new unit prices not provided for in the Contract.

CLAUSE 27.- DATA PROTECTION

Under Article 5 of Framework Act 15/1999, of 13 December, on Personal Data Protection, regulating the right to information on collecting personal data, the following points are established:

- a. Documents required for taking part in this process which contain personal data.
- b. With regard to documents submitted by tenderers which contain personal data on natural persons (workers, technical staff, collaborators, etc.), the operator guarantees that it has obtained the prior consent of the persons concerned / affected to provide this information to BSM for the purposes of taking part in this process.
- c. The documentation submitted by the operators that contains personal data will be deposited in the offices of BSM, located at Carrer Calabria, 66 in Barcelona and

will be processed by BSM for the verification of the documentation of the operators and to comply with the purposes established in the regulations of public procurement that is applicable to BSM. The recipients of this information shall be the Contracting Body, any third parties that carry out auditing tasks or any third parties that necessarily have to access the data in performing the Contract.

- d. Submission of the tender and documents requested implies that the operator authorises BSM to process that information under the terms and conditions set out and, where successful, within the framework of the performance of the Contract.
- e. The individuals concerned/affected may exercise their rights to access, rectify, delete and object to their data by writing to BSM, as the data controller, at the address stated in point (c) above, attaching a copy of their National Identity Document or other official document that proves the identity of the person exercising their right.

CLAUSE 28.- CONFIDENTIALITY

The Successful Bidder and its collaborators shall be required to respect the confidential nature of all the information that it has access to in performing the contract and which is stated as confidential either in the contract itself or by the organisation, or which by its very nature has to be processed as such. This duty of confidentiality shall remain for a minimum term of five years, unless a longer term is established in the Contract.

Furthermore, the tenderer shall expressly highlight the documents and/or information in its tender that it considers confidential.

CLAUSE 29.- SOCIAL PROCUREMENT.

The subject matter of the contract includes the following sustainable public procurement measures:

1. Special terms and conditions of performance:
 - a. Declaration that the operator companies do not carry out financial transactions in tax havens.

CLAUSE 30.- SYSTEM OF APPEALS

Any actions arising from this tender procedure may be appealed against through administrative channels in accordance with Article 44.6 of the LCSP, under the terms and requirements set out in the corresponding notification.

When appealing against the announcement of the process or these Specifications, the term for lodging an appeal is one month as of the day following the publication date on the authority's Contractor profile.

The maximum period for issuing and giving notice of the decision on the appeal shall be three months. Should this period elapse without any decision having been given, the appeal shall be deemed to have been dismissed.

If the appeal is expressly rejected or no decision is made, an appeal for judicial review may be filed before the administrative courts of Barcelona, within a period of two months from the day following the date on which the corresponding notice is received (if the

decision is an express decision) or in a period of six months from the day following the date on which the appeal is considered rejected as no decision is made.

LEGAL VALIDATION OF THE DOSSIER

It is stated for the record that all the documents making up the tender have been legally validated in advance by BSM's Legal Advice Director.

Barcelona,



Mercè Piñol Arnal
*Corporate Director of Legal Advice,
Procurement and Purchases at
Barcelona de Serveis Municipals S.A.*

ANNEXE NO. 1

DECLARATION OF COMPLIANCE

The undersigned, hereby declares:

1.- That the person signing this declaration has sufficient legal authority to act in the name and on behalf of _____.

2.- That the company represented complies with the legally established conditions for contracting with the public sector.

3.- That the company represented complies with all the capacity and solvency requirements set out in these Specifications and has the necessary authorisation to carry out the activity.

4.- That neither the company represented nor its administrators and/or representatives are affected by any of the circumstances set out in Article 71 of the LCSP on prohibitions on contracting.

5.- That the operator is registered with Spain's Economic Activities Tax and is up to date with its payments, when carrying out activities subject to this tax.

7.- That it accepts that the documents annexed to the Specifications are contractual in nature.

8.- That it declares that it **Does/Does Not** belong to a Corporate Group. (If it does, it shall state the companies included in this Corporate Group. Companies belonging to a business group shall be understood to be those falling within any of the cases stated in Article 42(1) of the Commercial Code).

9.- (Only for the jurisdictional submission of foreign companies) That it submits, as a foreign company, to the jurisdiction of Spanish courts and tribunals of any instance, for all incidents that may arise, directly or indirectly, from the Contract, waiving, where appropriate, any foreign jurisdiction that may apply to it.

10.- (Only where the tender is submitted by a temporary joint venture). That this declaration is accompanied by an **undertaking to constitute a temporary joint venture.**

11. **That it intends to subcontract ___ % of the Contract and, in particular, the following tasks necessary for integration:**

13. That, for the purposes of issuing notifications arising from the process, it designates the following email address as its preferred means for receiving such notifications:
.....

And, in witness whereof, for the appropriate purposes, this declaration is signed on
.....

Signature