

BARCELONA DE SERVEIS MUNICIPALS, SA

ADMINISTRATIVE SPECIFICATIONS

**PROCEDURE FOR THE VERIFICATION AND AUTHORISATION PROCESS FOR
ACCESSING THE ELECTRIC-VEHICLE CHARGING INFRASTRUCTURE
MANAGED BY BARCELONA DE SERVEIS MUNICIPALS**

NO. FILE: 2024EM0040AC

ADMINISTRATIVE SPECIFICATIONS

LCSP UNCLASSIFIED CONTRACT
PROCESSING: Ordinary
PROCEDURE: Open adapted to LCSP untyped contract
REGULATION: Not harmonized

CPV CODE: 34144900-7 (Electric vehicles); 31158100-9 (Battery chargers)
CONTRACT CODE: 2024EM0040AC

I. GENERAL PROVISIONS**CLAUSE 1.- CHARACTERISTICS OF THE PROCEDURE**

A.- DESCRIPTION OF THE OBJECT OF THE CONTRACT: The purpose of this specification is to define the necessary requirements as well as the technical procedure that enables different Electromobility Service Providers (EMSP) to operate through the electric charging network of vehicles managed by Barcelona Municipal Services. Through the monitoring of the requirements, the procedure will be conducted that will allow the interested parties to operate so that their users can recharge the batteries of their electric vehicles in the network of charging points managed by B:SM.

The EMSPs will have to connect to the B:SM platform that manages the charging points using the OCPI (Open Charge Point Interface) protocol so that, once connected, their users can recharge at the connection points in Barcelona managed by B:SM under the agreed conditions.

In relation to the economic conditions derived from the integration and use of the recharge points B:SM will invoice the recharges made by EMSP users to the EMSP in accordance with the conditions detailed in the set of particular clauses that govern the integration procedure. The user must pay the top-up to the EMSP according to the terms of service contracted with it.

A.1.- LOTS : This contract is NOT divided into lots and refers to all the charging points managed by Barcelona de Serveis Municipales, without prejudice to the addition or removal of charging points that may occur in the future

B.- ESTIMATED VALUE OF THE CONTRACT: 75,000 euros (before VAT)

concept	Amount (excluding VAT)
Total base budget	€15,000
Possible modifications (not expected)	€0
Possible extensions (4 years)	€60,000
total	€75,000

C.- BASIC CONTRACT BUDGET: 15,000 euros (before VAT)

concept	Amount (before VAT)	VAT (21%)	Total amount (VAT included)
Base Budget	15,000 euros	3,150 euros	18,150 euros

The base budget, as well as the estimated value, consists of an indicative approximation based on the volume of operations that BSM estimates that the operators that integrate can generate. The operator will not be obliged to pay this amount in full, which will in any case be what corresponds to the number of operations actually carried out.

In this sense, BSM foresees for the year 2024 a total number of 140,000 top-up operations for an approximate amount of 500,000 euros.

Unit prices

The tariff structure by type of operation currently applied by electromobility operators is as follows:

Interoperability user rates

Vehicle	Ubicació	Tipus càrrega	€/kWh diürn	€/kWh nocturn
Turisme/Furgoneta	Aparcament	Normal	0,31 €	0,26 €
Turisme/Furgoneta	Carrer	Ràpida	0,44 €	0,39 €
Moto	Aparcament	Normal	0,31 €	0,26 €
Moto	Carrer	Normal	0,35 €	0,30 €

*Amounts include 21% VAT.

Taking into account the above data and taking into account the estimate of the potential number of foreseeable top-ups through the BSM top-up points by operators in the sector, which is estimated, by one operator, at 3% of all carried out for BSM during an annuity, the base budget is established at a total of €15,000 (BEFORE VAT).

The unit prices corresponding to each operation will be those established through the approval of the private price structure by Barcelona City Council, and therefore may be subject to change. These unit prices will in any case correspond to the price that the user pays for the use of the charging point, before including the additional commissions that the operator receives for the provision of services to its customers through its platform.

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

1. The sales price can never be lower than the rate for sporadic use of BSM in force (EcoOne rate).
2. In the event that BSM applied discounts to the previous rate, the sales price will not be lower than the rate for sporadic use of BSM in force (EcoOne rate) once the discount has been applied.

D.- DURATION OF THE CONTRACT: The duration of the contract is set at ONE (1) YEAR from its formalization.

D.1.- Partial Terms: Does not apply.

D.2.- EXTENSIONS: Yes. The possibility of extending the contract up to an additional FOUR (4) YEARS is contemplated, for annual due dates. The extension will be formalized at the request of the operator. BSM will accede to the formalization of the extension as long as and when a new verification of the compliance with technical or economic solvency requirements derived from the technological evolution of charging points and the general development of the sector is not necessary.

E. - PLACE OF EXECUTION: Barcelona.

F.- PROVISIONAL GUARANTEE: Not applicable.

G.- DEFINITIVE GUARANTEE: Not applicable.

H.- ADMISSION OF VARIANTS AND IMPROVEMENTS: Not applicable.

I.- PRICE REVISION: In case of variations in the unit prices due to the various types of top-ups as a result of the approval of new private prices by Barcelona City Council, the operator will be offered the possibility to adapt the contract to the new approved private prices. Otherwise, the extension of the contract will not be processed and the operator will be able to make a new request in the next call for this procedure, where the updated prices will be stated.

J.- CONDITIONS OF CAPACITY AND SOLVENCY: The conditions for accreditation of solvency will be those indicated in Clause 10 of this Set of Particular Clauses.

The procedure for the formalization of the agreements will not require the application of award criteria specific to the contracts specified in the LCSP, but will require the verification of technical and economic elements that guarantee that the companies that wish to include the points of recharges managed by BSM, within the network to which users of its mobility solutions have access, meet the necessary characteristics to guarantee good integration and minimum service quality standards.

This solvency is materialized in the following requirements:

J.1) Economic and financial solvency: Declaration on the overall volume of business, referring at most to the last three years available based on the date of creation or start of the entrepreneur's activities, to the extent that have the references of this volume of business. The entrepreneur will have to certify that in the year with the highest performance of the last three (3) years, an annual business value of at least **€22,500 has been achieved** .

To prove this, the entrepreneur will present the annual accounts approved and deposited in the corresponding Mercantile Registry, if the entrepreneur is registered and, otherwise, by those deposited in the official register in which he must be registered. In the case of individual entrepreneurs, it will be certified through the inventory books and legalized annual accounts in the Mercantile Registry.

Apart from the specific technical requirements specified, the operators must be able to proceed with the integration in the terms described in the technical specifications, in full coordination with the technicians and the Systems Department of BSM.

J.2) Technical or professional solvency: The technical solvency, which will determine together with the economic solvency the possibility of formalizing the reference agreement, will be accredited by providing documentation that will allow the verification of various elements, which are established in the form expressed in article 90 of the LCSP and are detailed below:

1. Indication of the technical staff or technical units, integrated or not in the company, participants in the agreement, especially those in charge of quality control.

The operator must certify, by means of a responsible statement, that it has a 24-hour customer service, every day of the year, able to attend to user queries regarding the stations recharge that are integrated into the network that shows its mobility solution. This customer service will include inquiries regarding the price and invoicing of top-up services.

2. Declaration indicating the availability of a compatible platform.

The operator must certify, by means of a responsible declaration, the provision of a platform capable of connecting to the management application of the charging points used by Barcelona Municipal Services, through the OCPI protocol.

The specification of particular conditions will establish the necessary documentation in each case for the accreditation and verification of compliance with the detailed technical requirements.

J.3) Assignment of means: The operator must assign to the execution of the agreement the three professional profiles specified below:

- **Head of customer service:** this profile will be in charge of coordinating the team responsible for responding to inquiries from users of the operator's mobility solution, either by phone, via email or through the support system that the operator has.

Qualification required: University degree related to Marketing and Communication Management, alternatively other university studies will be accepted as long as they include the skills related to the tasks specific to the position.

- **Specialist technician in charge of coordination with the BSM Information Systems Unit:** this profile will have direct interaction with the technicians and will lead the technical operations that the operator must undertake for integration and compatibility in accordance with the which establishes the technical specifications.

Qualification required: University degree in the engineering family that includes the skills necessary for the development of highly complex computer software and applications. Alternatively, other related studies will be accepted, BSM reserving the right to request additional information on the training and work experience of the proposed technician.

- **Director of the electromobility service as interlocutor of the agreement:** this figure will be the main interlocutor of the agreement, he will guarantee the proper functioning of the personnel, equipment and means necessary to guarantee the success of the object of the agreement, establishing a direct line of communication between this professional and the Head of BSM's Plug Unit.

Qualification required: University degree related to the branch of Economics or Business Administration and Management. Alternatively, other related studies will be accepted, BSM reserving the right to request additional information on the training and work experience of the proposed manager.

The proposed technical and professional, economic and financial solvency has been determined in accordance with what is provided for in article 11 of the General Regulations of the Public Administration Contracts Law, approved by Royal Decree 1098/2001, of 12 October, and are considered adequate and proportionate to the object of the present procedure.

To prove these points, the following will be attached:

- i. Copy of the qualifications of the people assigned to this project, as well as a list of the projects in which they have participated and the functions performed in the last three years.

IMPORTANT :

— **The commitment to assign means for the purposes of article 76 of the LCSP will have the condition of essential obligations of the contract for the purposes of what is provided for in article 211.1 f) of the LCSP regarding the resolution of the contract, so that failure to comply with any of them, appreciated by the contracting entity, after hearing the successful tenderer, will be grounds for termination of the contract.**

— **The minimum equipment proposed must be the one intended for the execution of the contract.**

K.- PRESENTATION OF PROPOSALS: The proposals will be presented in accordance with the following indications:

K.1.- Format and place of presentation: Through the envelope in digital format, and which must be presented using the Digital Envelope tool accessible at the following web address:

- <https://seucontractacio.bsmsa.cat/licitacion>

The documents and the summary of the offer will be properly encrypted.

In the event of a technical failure that makes it impossible to use the Sobre Digital tool on the last day of submission of proposals, the contracting authority will extend the deadline for submission of the same for the time considered essential, modifying the deadline for presentation of offers.

IMPORTANT: Attached to this tender is a guide for using the electronic procurement office, indicating all the steps to follow for the electronic submission of proposals.

In no case will the submission of proposals be accepted on paper or through any other medium than that indicated in this specification.

- **Deadline date and time:** in accordance with what appears in the announcement of the procedure published in the contractor profile.

L.- CONTENT OF THE PROPOSALS:

Proposals will be presented in:

- Unique (1) | the " *documentation relating to the procedure for integration into the electric vehicle charging network* "
- About:

The contents of the envelopes will be as follows:

L.1.- CONTENT OF THE SINGLE ENVELOPE CONTAINING THE DOCUMENTATION RELATING TO THE VEHICLE ELECTRIC RECHARGING NETWORK INTEGRATION PROCEDURE

IMPORTANT NOTE!!! A single PDF file will be presented with the Documentation

Likewise, the envelope must contain 1 single PDF file signed by the operator indicating this circumstance in the title of the same, following the following structure:

SRP_ NOM EMPRESA.DOCUMENTACIO GRAL PDF (SRP, Company name, general documentation) – a single PDF

Content:

- The responsible statement according to Appendix no. 1 of this Specification. This declaration must be submitted duly signed and completed.
- Documentation certifying compliance with technical and financial solvency requirements.
- Documentation proving personality and capacity.
- Other documentation related to Clause 10 of this Specification.

L.2.- OPENING OF PROPOSALS: In the present procedure, there will be no public act of opening the envelope, given the nature of the mere verification of requirements that characterizes it. In any case, the private opening of the proposals will not take place until the maximum deadline for their presentation has ended.

L.3.- PROPOSAL MODEL: Does not apply.

M.- BID AWARD CRITERIA: This procedure does not establish the application of award criteria for the selection of a supplier or contractor to whom the contract is awarded. The procedure is limited to checking and verifying the necessary requirements, without being limited to a specific number of operators.

N.- INFORMATION AND QUESTION RESOLUTION SERVICE AVAILABLE TO INTERESTED PARTIES: Doubts, inquiries and/or requests for information must be made as follows:

- **N.1.- For doubts of a technical and legal nature, relating to the clauses of the Particular Clauses and/or the Technical Specifications or any other documentation integrating the procedure.**

Doubts, queries and/or requests for information must be made in writing to the following email address: arj@bsmsa.cat at the latest, five (5) days before the deadline set for the receipt of offers, in accordance with what is established in article 138.3 of LCSP. The file code/number must be stated in the subject line of the message.

The answers to the questions received will be published on the Contractor's Profile of the entity integrated in the Public Procurement Services Platform of the Generalitat de Catalunya, and will be binding.

In the event that the entity, as part of the procedure, issues a clarification note specifying a modification, consideration, partial cancellation or any other additional information, this will prevail.

- **N.2.- For doubts about the state of the procedure (opening of proposals, etc.).**

Those interested are informed that the information related to the processing status of the present procedure will be published on the contractor's profile, including the relevant clarifications and amendments, where applicable. Those interested are advised to periodically consult the contractor profile to be informed of the status of the recruitment procedure.

- **N.3.- For doubts about the PLYCA computer application, how to download electronic envelopes, computer incidents related to the use of the application.**

Those interested must contact the assistance and support service of the PLYCA application accessible through the following link: <https://www.nexus-it.es/plyca/soporte-empresas/formulario-de-contact-companies/> ”.

This information **will not be communicated by any other means** , so it is the responsibility of those interested to subscribe to the bulletin board of the file, with which they will immediately receive the notice of the new information available.

(This subscription must be carried out in a concrete and specific way for each of the tenders in which you are interested, and it is accessed through the section currently called " **Do you want us to inform you of the news ?** ”).

O.- SUBCONTRACTING: It is allowed . The subcontracting conditions will be those indicated in **Clause 19** of this set of Particular Clauses.

P.- ASSIGNMENT OF THE CONTRACT: No, the possibility of assigning the contract is prohibited.

Q.- PROCESSING: It is established the follow-up of a specific procedure given that the contract is not typified by the LCSP, in accordance with the content of the technical-legal report attached to this specification. The procedure is characterized by its subjection to the principles of the LCSP.

R.- ADVERTISING: The entity 's contractor profile is integrated into the Public Procurement Services Platform of the Generalitat de Catalunya on the website:

- <https://contractaciopublica.gencat.cat/perfil/bsm/customProf>

R.1.- ADVERTISING EXPENSES : Does not apply .

S.- REGIME OF RESOURCES : The regime will be the one provided for in **Clause 26** of this Specification.

T.- OTHER INFORMATION: The contract resulting from this procedure will be signed digitally. To this end, the successful tenderer must have an electronic signature certificate attesting to his identity (in the formats accepted by the contracting entity) to be able to digitally sign the contract. This certificate must have a security level of 4.

CLAUSE 2.- PURPOSE AND LEGAL REGIME OF THE CONTRACT

1. The purpose of this Specification of particular clauses (hereinafter, Specification) is the establishment of the conditions that will govern the verification of technical and economic solvency criteria of operators with electromobility service platforms, by Barcelona de Serveis Municipals, SA (hereinafter, "contracting entity" or "BSM") which will give way to the formalization of the contract that regulates the object described in section A of the Summary of Characteristics Table.

2. In accordance with the aforementioned Decree of the Mayor's Office of April 24, 2017, the following sustainable public procurement measures are included in the scope of the contract:

- Declaration regarding the non-existence of an illegal economic and/or financial relationship with a country considered a tax haven.

3. BSM is subject to the provisions of Law 9/2017, of November 8, on Public Sector Contracts, by which the Directives of the European Parliament and of the Council 2014/23/UE are transferred to the Spanish legal system and 2014/24/EU, of February 26, 2014 (hereinafter, "LCSP"), relating to non-harmonized procurement that, as a contracting authority that does not have the character of Public Administration, are applicable to it.

In relation to any contractual modifications that may occur, the regime provided for in subsection 4^a of Section 3^a of Chapter I of Title I of Book Two of the LCSP will apply.

Also applicable are the Mayoral Decree of April 24 mentioned above, as well as the Mayoral Decree of May 19, 2016, which recognizes as an essential clause of the contract that bidders, contractors or subcontractors, or subsidiary companies or intermediary companies do not have an illegal economic or financial relationship with a country considered a tax haven. Consequently, the bidders, contractors or subcontractors or subsidiaries or interposed companies of this public contract cannot carry out financial operations in tax havens - according to the list drawn up by the European Institutions or

endorsed by them or, failing that, by the State Spanish-, or outside of them and that are considered criminal, in the legally established terms such as money laundering, tax fraud or against the Public Treasury.

4. The contract is considered a private contract and is subject, in terms of its effects and termination, to private law, governed by this Specification, by the contract and annexed documentation, and in everything not provided for by civil legislation and applicable mercantile.

The preparation and awarding of this contract is subject to what is provided for in Title I of Book Three of the LCSP.

5. To resolve any discrepancy that could arise from the preparation, adjudication and contractual modifications, when the latter are based on the breach of what is established in articles 204 and 205 of the LCSP, when it is understood that said modification should having been subject to a new adjudication, the parties will submit to the administrative contentious jurisdictional order.

To resolve any discrepancy that may arise in relation to the effects and termination of this contract, the parties will submit to the civil jurisdictional order.

6. This Specification, its Annexes and the Specification of particular technical prescriptions will be contractual in nature. The contract will be adjusted to the content of these Specifications, the clauses of which will be considered an integral part of the respective contract.

7. The submission of proposals implies the unconditional acceptance by the operators of the content of this Specification and of all the documentation that makes up this procedure, without any exception or reservation.

8. The interpretation of the contract and discrepancies regarding its application will be made taking into account, first of all, the Specification and the technical prescriptions, which will prevail over any other rule.

Ignorance of the contract in any of its terms and other contractual documents of any kind that may be applicable in the execution of the agreed matter, will not exempt the successful tenderer from the obligation to fulfill them.

9. In the event that these Terms and Conditions are translated into other languages, in the event of a discrepancy, the version in the Catalan language will prevail.

CLAUSE 3.- BASIC BUDGET OF THE CONTRACT AND ESTIMATED VALUE OF THE CONTRACT

1. The estimated value of the contract for the purpose of determining the awarding procedure, advertising and the competence of the contracting body is what appears in the **section B** of Clause 1 of this Specification, and does not include Value Added Tax.

This estimated value has been calculated in accordance with what is established in article 101 of the LCSP. This value is the sum of the base budget, as well as any modifications and, where appropriate, extensions or other options, in the terms established in this Specification

2. The base budget of the contract is the one expressed in **section B.1** of Clause 1 of these Specifications.

The details of the unit prices in which the budget is broken down are detailed in the table of characteristics of this Specification.

The base budget for the procedure has been determined based on an estimate of the volume of operations that the different operators could carry out over the course of the contract, taking into account the total number of operations that BSM usually carries out. In this regard, it should be noted that it is purely indicative, without any compensation or readjustment being made if the estimate is inaccurate, both upwards and downwards.

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

4. It is stated that sufficient credit is available to meet the financial obligations that arise from the contracting entity's fulfillment of the contract referred to in these Specifications, until its conclusion.

CLAUSE 4.- DURATION OF THE CONTRACT

The duration of the contract is that which appears in **section D** of the Table of Characteristics.

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

The extension will be agreed upon by the contracting body upon request by the operator, who must notify their intention to extend the contract with a minimum notice of THREE (3) MONTHS before its expiry. The interlocutor of the contract must communicate his wish to extend the contract to the person in charge of the contract on the part of BSM.

CLAUSE 5.- PROCUREMENT FILE, CONTRACT AWARD PROCEDURE AND DOCUMENTATION THAT WILL BE PROVIDED TO INTERESTED PARTIES

1. The contracting of reference services will be awarded through the procedure established in this set of particular clauses, which in any case follows the principles of the LCSP without adjusting to a specific procedure of those regulated therein, considering the lack of typification of the legal business that wants to be formalized.

The reference contract will be formalized with all those interested who provide in time and form the set of documentation that certifies that the solvency requirements necessary to make the integration possible are met. There is no limit to the number of operators who can participate and formalize the integration of charging points in the Barcelona Municipal Services network.

2. NEED AND SUITABILITY OF THE CONTRACT: The needs that the CONTRACTING ENTITY intends to satisfy through this contract are those contained in the technical-legal report attached to this Specification.

3. DOCUMENTATION THAT WILL BE PROVIDED TO INTERESTED PARTIES : From the day of publication of the announcement of the procedure, interested companies will

be able to obtain, through the Contractor Profile, the necessary documentation to prepare their proposals, which includes the following documents:

- Announcement of the procedure.
- This set of Particular Clauses and annexes.
- Sheet of Technical Prescriptions.
- Agreement type of acceptance of integration conditions.
- Legal report.
- SEPA mandate.
- Any other documentation that may be necessary for the preparation of the offer.

The contractor profile is integrated into the public procurement services platform of the Generalitat de Catalunya on the website established in **section R of clause 1** of this Tender.

This documentation will have a contractual nature.

4. RESPONSIBLE FOR THE CONTRACT: A person responsible for the contract will be designated by the contracting entity, whose identity will be communicated to the successful bidder once the contract has been awarded, who will be responsible for supervising the execution and adopting the decisions and issuing the necessary instructions with the purpose of ensuring the correct performance of the agreed service, within the scope of the powers attributed to it.

5. PROCUREMENT AUTHORITY: The contracting authority for this framework agreement will be the one that corresponds to the amount, as appropriate by virtue of the estimated value of the contract.

CLAUSE 6.- PUBLICITY OF THE PROCEDURE

The present procedure will be published by means of an announcement in the entity's Contractor Profile, which can be accessed through the web address referenced in **section R** of Clause 1 of these Specifications.

II. DESCRIPTION OF THE PROCEDURE

CLAUSE 7- OPERATORS CAPACITY CONDITIONS

1. Natural or legal persons, Spanish or foreign, who have full capacity to work in accordance with the provisions of article 65 of the LCSP and who are not included in any of the prohibitions of contract that are included in article 71 of the aforementioned Law and that enjoy the business or professional qualification that, if applicable, is required to carry out the activity or service that constitutes the object of the contract.

The capacity requirements and the absence of prohibitions to hire must be met at the time of submission of the application and must be maintained until the awarding and, where appropriate, formalization of the contract

Social measure: Pursuant to the Mayor's Decree of May 19, 2016, contractors or subcontractors or subsidiary companies or intermediary companies of this contract cannot carry out financial operations in tax havens - according to the list of countries prepared by the European Institutions or endorsed by these or, in their absence, by the

Spanish State -, or outside of them and that are considered criminal, in the legally established terms such as crimes of money laundering, tax fraud or against the Public Treasury.

2. Non-EU foreign companies must also comply with the requirements established in article 68 of the LCSP.

3. The contracting entity may contract with employers' unions that are temporarily set up for the purpose. This participation will be instrumentalised, at the application submission stage, through the provision of a private document in which the desire for joint competition is expressed, indicating the names and circumstances of those who constitute it, the participation of each of them, designating a sole representative or attorney with sufficient powers to exercise the rights and fulfill the obligations deriving from the contract until its termination, without prejudice to the existence of joint powers in other aspects, and assuming the commitment to formally establish themselves in the event of being awarded the contract. Formalization in a public deed will not be necessary until the award has been made in your favor.

These employers will be jointly and severally liable to the contracting entity.

It will not be necessary to formalize the joint venture in a public deed until the contract has been awarded in its favor.

4. Legal entities may only be awarded contracts whose benefits are included within the purposes, object or scope of activity that, in accordance with their statutes or founding rules, are their own.

5. Operators who count as permanent workers with fifty or more workers must have employed a number of workers with disabilities not less than two percent of the total workforce, or to comply with the alternative measures established in Royal Decree 364/2005, of April 8, or a rule that replaces it.

6. Given that this benefit involves regular relationships with minors, it is a requirement that the people executing the contract have not been convicted by a final sentence for any crime against sexual freedom and indemnity, which includes assault and abuse sexual harassment, sexual exhibitionism and provocation, prostitution and sexual exploitation and corruption of minors, as well as human trafficking.

CLAUSE 8.- REQUESTS FROM OPERATORS

1. The requests will refer to the integration that is the subject of this contract.

The requests will be submitted within the maximum period provided for in **section K** of the Summary Table of Characteristics and in the announcement of the procedure. Applications submitted after the established deadline will not be accepted under any circumstances or under any circumstances and the operator will have to wait for the next call.

All operators must indicate at the time of submitting their applications an address, telephone, fax, e-mail and contact person for communications and relationships that generally derive from this procedure or that in any way may affect to the operator.

2. Applications can only be submitted to the contracting entity's register indicated in **section K** of the Characteristics Summary Table.

3. Each operator may not submit more than one application in the same call, either individually or jointly with other companies.

Nor can you sign any request in joint participation with other operators if you have already done so individually, or appear in more than one of these groupings. Violation of what is indicated in this paragraph will result in the inadmissibility of all applications you have submitted, unless you withdraw all applications and keep only one.

CLAUSE 9.- APPLICATION FORMAT: GENERAL RULES

1. Operators must submit all documentation in one (1) single envelope. In it they can indicate which information in their proposal is confidential. The contracting body will guarantee the confidentiality of the information expressly designated as such, within the parameters of the law and as long as it does not affect the right to information that the other interested parties in accordance with what is established in current legislation on access to public information.

2. The operators must present the documentation that confirms their offers within the period indicated in the announcement of the procedure, using the Digital Envelope tool accessible at the web address listed in section K.1. of Clause 1 of this set of particular clauses.

A guide for using this platform is attached to this document.

3. In accordance with the fifteenth Additional Provision of the LCSP, the processing of this procedure involves the practice of the notifications and communications that derive from it by exclusively electronic means.

4. The communications and notifications made during the procurement procedure and during the validity of the contract will be made by electronic means. The notification procedure is detailed in the User Guide attached to this specification.

The deadlines to be counted from the notification will be calculated from the date of sending the notification notice, if the act subject to notification has been published on the same day in the contractor profile of the contracting body. Otherwise, the terms will be calculated from the receipt of the notification by the company to which it is addressed.

5. On the other hand, in order to receive all the information related to this procedure, the companies that want it and, in any case, the companies must subscribe as interested in this procedure, through the subscription service to the novelties of the virtual bidding space that is made available for this purpose at the web address of the contractor profile of the contracting body, accessible at the address of the Public Procurement Services Platform of the Generalitat which appears in section R of Clause 1 of this set of particular clauses.

This subscription will allow you to receive notice immediately to the electronic addresses of the subscribed persons of any news, publication or notice related to this procedure.

Likewise, certain communications that must be made on occasion or as a result of the procedure will be made through the bulletin board associated with the virtual bidding

space of this procedure of the Public Procurement Services Platform. In this electronic bulletin board, which leaves reliable evidence of the authenticity, integrity and date and time of publication of the published information, information related to both the procedure and the contract will also be published.

6. Digital certificates.

In accordance with the first additional provision of DL 3/2016, the use of the advanced electronic signature based on a qualified or recognized electronic signature certificate in the terms provided for in Regulation (EU) 910/2014/UE will be sufficient, of the European Parliament and the Council, of 23 July 2014, relating to electronic identification and trust services for electronic transactions in the internal market and which repeals Directive 1999/93/EC. Therefore, this is the minimum required security level of the electronic signature certificate supported for signing the DEUC and the offer.

With regard to foreign Community certificates, qualified certificates will be accepted in any country of the European Union in accordance with article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust services, mentioned, the which provides that "a qualified electronic signature based on a qualified certificate issued in a Member State will be recognized as a qualified electronic signature in the rest of the Member States".

CLAUSE 10.- REQUESTS FROM OPERATORS: DOCUMENTATION

SINGLE ENVELOPE

Title: Documentation relating to the vehicle electric charging network integration procedure

NOTE: The documentation for this single envelope will be provided in electronic format, signed electronically by the company's legal representative.

IMPORTANT: The documentation must be titled in accordance with the sections detailed below in order to speed up the task of meeting the requirements.

CONTENT:

The "Single Envelope" must contain the following document(s):

1. Responsible declaration in accordance with the model contained in APPENDIX NO. 1 of this Specification, on compliance with the requirements of personality, capacity and other circumstances.

Specialties in relation to temporary unions of employers:

- a. Each of the employers must present the corresponding responsible statement.
- b. It will be necessary to present the document certifying the appointment of a sole representative or attorney with sufficient powers to exercise the rights and fulfill the obligations derived from the contract until its termination, as well as the indication of the names and circumstances of the businessmen who sign it, the participation of each of them, and the commitment to formally form a temporary Union, in the event that they are successful.

c. The provisional NIF assigned by the competent Administration may be incorporated. Only in the event that the union is successful, its constitution must be certified in a public deed and the NIF definitively assigned must be provided.

Other specialties:

- When the employer resorts to the solvency and resources of other entities or intends to subcontract, he must indicate this circumstance in annex no. 1 and present another separate annex for each of the companies in whose capacity it uses or intends to subcontract, duly signed.
- When the specification foresees the division into lots of the object of the contract, if the required economic and financial or technical or professional solvency requirements vary from one lot to another, a responsible statement will be provided for each lot or group of lots to which the same solvency requirements apply.

Specialties in relation to foreign companies:

The foreign companies will also submit a declaration that they submit to the jurisdiction of the Spanish courts and tribunals of any order, for all incidents that directly or indirectly derive from the contract, waiving, if applicable, the foreign jurisdiction that may correspond to the operator.

The contracting body will require the operator, once the moment of formalization of the contract has arrived, to prove compliance with the requirements of personality and capacity through the contribution of the documentation indicated below in this Specification.

The contracting board or the contracting body may require the operators to present all or part of the documents justifying the fulfillment of the prerequisites established by article 140 of the LCSP and specified in this Specification, for the purposes of which established in article 140.3 of the LCSP and, in any case, before formalizing the contract.

Failure to provide this documentation within the required period will be grounds for denial of the application.

2. Accrediting documentation of compliance with technical and economic solvency requirements.

The operator must include in the electronic envelope the documentation detailed in the boxes for each of the following elements:

Technical solvency

The technical solvency, which will determine together with the economic solvency the possibility of formalizing the reference contract, will be proven by providing documentation that will allow the verification of various elements, which are expressly established in article 90 of the LCSP and are detailed below:

1. Indication of the technical staff or technical units, integrated or not in the company, participants in the contract, especially those in charge of quality control.

The operator must certify that it has a customer service service operating 24 hours a day, every day of the year, able to attend to user queries regarding the charging stations that are integrated into the network that shows its mobility solution. This customer service will include inquiries regarding the price and invoicing of top-up services.

Accrediting documentation: The operator must submit a responsible statement expressing that it has a service with the characteristics detailed in the documentation included in the procedure. Additionally, you must present a descriptive report of the operation of your customer service, where the development of the necessary procedures that will result from the integration is reflected.

2. Declaration indicating the availability of a compatible platform

The operator will have to certify the provision of a platform capable of connecting to the charging point management application used by Barcelona Municipal Services, using the OCPI protocol.

Accrediting documentation: The operator must submit a responsible statement stating that his platform works using the indicated protocol. Additionally, you must present the platform's technical data sheet or alternatively a descriptive report summarizing its characteristics

Financial solvency

Declaration on the overall volume of business, referring at most to the last three financial years available depending on the date of creation or start of the entrepreneur's activities, to the extent that the references of this volume of business are available business The operator will have to prove that in the year of greatest performance in the last three (3) years, an annual business value of at least **€22,500 has been achieved** .

Accrediting documentation: To prove this, the operator will present annual accounts approved and deposited in the corresponding Mercantile Registry, if the entrepreneur is registered and, otherwise, by those deposited in the official register in which he must be registered. In the case of individual entrepreneurs, it will be certified through the inventory books and legalized annual accounts in the Mercantile Registry.

Following the criteria established by administrative doctrine (among others Resolution 1206/2018 TARC, in relation to article 87.1 LCSP), newly created operators will be understood to meet the necessary financial solvency if faced with the impossibility of 'accreditation of the same through the provision of the required documentation in a general way, a certificate is presented attesting that the operator has a civil liability policy for an amount greater than the estimated value of the contract, detailed in section 4 of this report.

IMPORTANT: Apart from the specific technical requirements specified, the operators must be able to proceed with the integration in the terms described in the technical specifications, in full coordination with the technicians and the Department of Barcelona Municipal Services Systems.

Means attached to the execution of the contract

The operator must assign the three professional profiles specified below to the execution of the contract:

- **Head of customer service:** This profile will be in charge of coordinating the team responsible for responding to inquiries from users of the operator's mobility solution, either by phone, via email or through the support system that the operator has.

Qualification required: University degree related to Marketing and Communication Management, alternatively other university studies will be accepted as long as they include the skills related to the tasks specific to the position.

- **Specialist technician in charge of coordination with the Barcelona Information Systems Unit of Municipal Services** , who will have direct interaction with the technicians and will lead the technical operations that the operator must undertake for the integration and compatibility of the agreement with what is established in the technical specifications.

Qualification required: University degree in the engineering family that includes the skills necessary for the development of highly complex computer software and applications. Alternatively, other related studies will be accepted, BSM reserving the right to request additional information on the training and work experience of the proposed technician.

- **Director of the electromobility service as interlocutor of the contract:** this figure will be the main interlocutor of the contract, he will guarantee the proper functioning of the personnel, equipment and means necessary to guarantee the success of the object of the contract, establishing a direct line of communication between this professional and the Head of Unit of the Barcelona Operations Support Center of Municipal Services.

Qualification required: University degree related to the branch of Economics or Business Administration and Management. Alternatively, other related studies will be accepted, BSM reserving the right to request additional information on the training and work experience of the proposed manager.

3. Documentation proving personality and capacity.

a) For natural persons (individual entrepreneurs and professionals), the presentation of the national identity document (DNI), or a document that replaces it, and the fiscal identification number (NIF), in case this is not stated in the said DNI.

b) For legal entities, it will be mandatory to present the CIF and the deeds of incorporation, modification and adaptation of statutes, where appropriate, duly registered in the Mercantile Registry, when this requirement is required in accordance with the commercial legislation that is applicable to him. When this registration is not required, the accreditation will be carried out by providing the deed or document of incorporation, amendment, statutes or founding act, in which the rules governing the activity of the company, registered, in its case, in the corresponding official register.

c) If the employer acts through a representative or is a legal person, it is necessary to provide:

c.1.) Public power of attorney document, duly registered in the corresponding Public Registry.

c.2.) DNI and NIF of the representative and of the signatory of the financial proposal.

d) The capacity to operate of non-Spanish companies from Member States of the European Community, or signatories of the agreement on the European Economic Area, must be certified by registration in the registers from the agreement with the legislation of the state where they are established, or through the presentation of an affidavit, or a certification in the terms established by regulation, in accordance with the applicable community provisions.

e) The capacity to operate of foreign companies not included in the previous section must be certified by observing the rules provided for in article 68 of the LCSP.

f) As has been advanced, requests may be submitted by unions or groupings of companies that are set up for the purpose. These companies will remain jointly and severally liable to the contracting entity.

In these cases, both natural and legal persons, each of its components will accredit their capacity, personality and representation, it being mandatory to indicate in a separate document the names and circumstances of those who sign it, the percentage of participation of each of them and they will have to appoint a representative or proxy with sufficient powers to exercise the rights and comply with the obligations arising from the Contract until its termination.

4. Other documentation.

a) Registration in the Economic Activities Tax, in the heading corresponding to the object of the contract, and last receipt, provided that it carries out activities subject to and not exempt from the said Tax.

However, in the event that the company is in any of the cases of exemption from this tax contained in article 82 of Royal Legislative Decree 2/2004, of March 5, which approves the Revised Text of the Local Taxes Regulatory Law, will provide a responsible declaration that must specify the legal assumption of exemption and the declaration document in the census of tax payers.

b) Specific certificate of being up to date with tax obligations issued by the Tax Administration, for the purposes of article 43 of Law 58/2003, of December 17, General Taxation.

c) Positive certificate, issued by the competent body, that they are up-to-date in fulfilling their obligations with the Tax Administration.

d) Positive certificate issued by the Generalitat de Catalunya attesting to the non-existence of tax debts with the aforementioned Administration.

e) Positive certificate issued by Barcelona City Council attesting to the non-existence of tax debts with the aforementioned Administration, if applicable.

f) Positive certificate, issued by the competent body, that they are up to date in fulfilling their obligations with Social Security.

g) In the case of Community (EU) companies: SEPA mandate duly fulfilled.

CLAUSE 11.- CRITERIA FOR THE ESTIMATION, OPENING AND EXAMINATION OF APPLICATIONS

1. The submission of an application by the operator implies that it complies with the legal system and that the contract can be executed in its terms and in no case can this responsibility be affected or diminished by the fact that the request has been accepted by BSM.

2. If the revision of the documentation reveals any correctable error or omission, the affected operators will be requested, in writing, the information and justifications they deem appropriate in relation to the different components of their request, procedure which must be completed within a maximum period of five (5) working days.

3. Once the requested information and justifications have been received, the contracting body will request a technical report from the entity's technical services in order to analyze all the documentation provided as a step prior to the acceptance of the requests.

4. With the delivery of all the documentation detailed in this set of particular clauses in time and form, and the checking of requirements it is verified that the applicant meets all the necessary characteristics (those of technical and economic solvency, of assignment of means or any other established in the documentation of the procedure), the request will be approved.

5. At the end of the period established in the announcement for the submission of offers, the "Single Envelope" will be opened, for the purposes of verifying that it contains the detailed documentation present in the Specification and proceed to qualify the validity of the same .

Applicants may be required, if there are reasonable doubts about the validity or reliability of the information contained in the envelope or when it is necessary to guarantee the smooth development of the contract, to supplement all or part of the supporting documents of their aptitude , capacity, solvency and compliance with requirements. The deadline for providing the required documentation will be FIVE (5) calendar days from the receipt of the request.

6. Next, and if appropriate, the applicants will be notified of the existence of defects or omissions that can be corrected, setting a deadline so that the operators can present the appropriate amendment. In no case may this term exceed THREE (3) working days from the date of sending the said communication.

Defects consisting of the lack of required requirements will be considered irreparable, and those that refer to the mere lack of accreditation of the same will be remediable. The decisive moment to appreciate the concurrence of the capacity requirements required to hire will be the end of the application submission period.

Requests that present defects that cannot be corrected or that have not mentioned the defects in the given period will be rejected.

In addition, the contracting body may request from the operator clarifications on the certificates and documents presented or require him to present other complementary ones.

7. The failure to present any of the documents that must be included in the Single Envelope will be cause for rejection of the application, unless it is considered amendable by the contracting body and has been amended in the term granted.

8. After the analysis and study of the applications received, and after excluding those that do not meet the requirements of the Specification, the contracting body, in a single act, will approve them.

III. AWARD AND FORMALIZATION OF THE CONTRACT

CLAUSE 12.- ESTIMATION OF REQUESTS AND FORMALIZATION OF THE CONTRACT

1. The contracting body will communicate individually to each of the operators, through the electronic means designated by them, the estimation or rejection of their application for integration.

2. The applications submitted, both those declared accepted and those rejected, will be archived.

3. The entity's contracting body will make a motivated decision on the estimate, establishing the formalization of the contract with all those operators who meet the requirements. Otherwise, the procedure will be declared void if there is no proposal that is admissible in accordance with the award criteria of this Tender.

Likewise, the procurement body may cancel the procurement procedure, when factual or legal circumstances arise that, in a logical and reasonable manner, impose the prevalence of the public interest in view of the needs it seeks to satisfy the contract, being able to withdraw or waive the procedure for reasons of public interest duly justified in the file.

4. The estimate resolution of the contract requests must be motivated with reference to the verification of requirements established in the present specification, must specify the reasons for rejection. It will be sufficient motivation if, in the resolution of the award, the contracting body accepts and assumes the content of the technical analysis report of the documentation provided.

The estimate of the requests will be notified to the companies and will be published on the Contractor Profile of the entity.

5. The formalization of the contract will be understood to have been effected through the signature of acceptance, by the successful bidder, of the award decision. This signature must take place within a maximum period of three calendar days, counting from the date on which the award of the contract has been notified.

CLAUSE 13.- DEFINITIVE GUARANTEE

This contract does not require the constitution of a guarantee in favor of the contracting entity.

IV. GENERAL CONSIDERATIONS

CLAUSE 14.- SUBSCRIPTIONS TO BSM

In case of community companies

BSM will issue a monthly invoice that will reflect the total volume of operations carried out by the electromobility operator. The price in force at the time the invoice is issued will be applied to this number of operations.

Receipts will be returned within a maximum period of 30 calendar days from the sending of the invoice.

Receipts will be direct debited, and therefore, operators must provide the SEPA mandate that is attached to the documentation of this procedure, duly completed.

In the case of non-EU companies

BSM will issue a monthly invoice that will reflect the total volume of operations carried out by the electromobility operator. The price in force at the time the invoice is issued will be applied to this number of operations.

The operators must make a bank transfer of the corresponding amount within a maximum period of 10 working days from the issuance of the invoice to the bank account detailed below:

ES98 2100 0419 9902 0044 1069

CLAUSE 15.- RISK AND VENTURE AND REVISION OF PRICES

The execution of the contract will be carried out at the risk and chance of the successful bidder.

The successful tenderer has no right to price review, given the characteristics of this contract.

CLAUSE 16.- MANAGEMENT AND INSPECTION OF THE EXECUTION OF THE CONTRACT

The person in charge of the contract designated by THE CONTRACTING ENTITY will carry out the following functions:

- Supervise the execution of the awarded contract.
- Ensure compliance with the obligations assumed by the successful bidder, both those provided for in the specifications and in the proposal or offer.
- Address the appropriate orders and instructions to the successful bidder to ensure the correct performance of the service.
- Assume the dialogue with the technical coordinator or manager designated by the successful bidder.

The person responsible for the contract will be the interlocutor with the technical coordinator or responsible person designated by the awarding company, who must belong to its staff, in order to coordinate and control the correct execution of the contract, so they must meet with the appropriate periodicity.

Under no circumstances will the contract manager of THE CONTRACTING ENTITY determine the workers of the successful tenderer who must execute the contract nor participate in their selection or training, will not give specific orders and instructions to the staff of the successful tenderer nor will he exercise any managerial power over them.

CLAUSE 17.- CONDITIONS OF CONTRACTUAL EXECUTION AND ESSENTIAL OBLIGATIONS OF THE CONTRACT

1. Special conditions of contractual execution

The following are established as special conditions for contractual execution:

- Compliance with the non-existence of an illegal economic and/or financial relationship with a country considered a tax haven.
- **Reciprocity regime:** BSM will have the right to agree a reciprocal integration regime in the event that the operator has its own charging points. By submitting this application, the operator undertakes that the price per recharge operation that BSM will have to pay in no case will be higher than what their company pays for operations at BSM recharge points and that will establish the necessary coordination mechanisms to facilitate this reciprocal integration in the same terms as BSM.

2. Essential obligations of the contract:

- Compliance with the special execution conditions established in clause 25 of these Terms and Conditions will have the character of an essential contractual obligation.
- The effective dedication or assignment to the execution of the contract of the personal means and/or materials indicated and committed in the application.
- Those obligations of these Specifications and of the Standard Contract to which they are specifically attributed the nature of an essential contractual obligation.

CLAUSE 18.- OBLIGATIONS OF THE OPERATOR

In addition to the obligations established in the current applicable regulations, it will be obliged to:

- a) Appoint a person responsible for the smooth running of the work and the behavior of the staff; must also act as liaison with THE CONTRACTING ENTITY and the person responsible for the contract.

- b) Reserve with respect to the data or background that is not public or notorious and that is related to the object of the contract, of which he has become aware on the occasion of the same.
- c) Respect, in any case, the prescriptions of Organic Law 3/2018, of December 5, on Protection of Personal Data and guarantee of digital rights, and other rules that develop it.
- d) Have contracted a civil liability insurance policy for an amount sufficient to cover liabilities of any kind that may arise from the execution of the contract.
- e) Ensure that all actions in this contract guarantee respect for the principles of non-discrimination and equal treatment relating to non-discrimination based on sex, sexual orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, diversity functional or of any other kind and the dignity and freedom of people.
- f) Comply with the following obligations relating to the ethical principles and rules of conduct to which tenderers and contractors must adapt their activity, in development of the provisions of article 55.2 of Law 19/2014, of December 29, on transparency , access to public information and good governance:
 - Adopt ethically exemplary conduct, refrain from encouraging, proposing, promoting or carrying out any kind of corrupt practice, both in relation to what the Penal Code refers to as corruption and also in relation to ethically reprehensible actions, bring to the attention of competent bodies any manifestation of these practices that, in their opinion, is present or may affect the procedure or the contractual relationship and not to take any other action that may violate the principles of equal opportunities and free competition.
 - Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the services covered by the contract.
 - Not to carry out actions that put the public interest at risk in relation to the scope of the contract or the contracted services.
 - Report, during the execution of the contract, irregular situations that may arise in the hiring process.
 - Immediately notify the contracting authority of possible situations of conflict of interest, understood as any situation in which members of the staff of the contracting authority or of a procurement service provider acting on behalf of the contracting authority who participate in the development of the procurement procedure or may influence the outcome of this procedure have, directly or indirectly, a financial, economic or personal interest that could appear to compromise their impartiality and independence in the context of the procurement procedure . And also taking into account the provisions contained in Directive 2014/24/EU regarding the conflict of interests.
 - Not to request, directly or indirectly, that a position or public employee influence the awarding, continuation or maintenance of the contract in their own interest or that of third parties.
 - Not to offer or facilitate personal or material advantages to public officials or employees, neither for themselves nor for third parties, regardless of the personal or professional link they may or may not have, and to persons who participate or who may influence the procedures of recruitment
 - Respect the principles of free market and competitive competition and refrain from conduct that has as its object or may have the effect of preventing,

restricting or distorting competition, such as collusive behavior or fraudulent competition (back-up bids, bid removal, market allocation, bid rotation, etc.). Likewise, report any act or conduct aimed at those purposes and related to the procedure or contract of which he was aware.

- Not to use confidential information, known through the procedure or execution of the contract, to obtain, directly or indirectly, an advantage or benefit of any kind in self-interest.
- Not attempt to improperly influence the decision-making process of the contracting authority, obtain confidential information that may confer undue advantages in the procurement procedure, or negligently provide misleading information that may have a significant influence on decisions regarding exclusion, selection or award”.
- Collaborate with the contracting body in the actions it carries out to monitor and/or evaluate the fulfillment of the contract, particularly by providing the information requested for these purposes.
- Comply with the obligations to provide information that the transparency legislation and public sector contracts impose on the awardees in relation to the Administration or administrations of reference, without prejudice to compliance with the transparency obligations that belong directly to them by legal provision.
- Report the acts of which he is aware and which may lead to an infringement of the previous obligations.

CLAUSE 19.- SUBCONTRACTING AND ASSIGNMENT

1. The successful tenderer may subcontract the partial execution of the contract, in accordance with what is established in these Specifications and articles 215, 216 and 217 of the LCSP.

2. In any case, the operators must indicate in their request the part of the tasks described in the technical specification that they plan to subcontract, indicating its amount, and the name or business profile, defined by reference to conditions of professional or technical solvency, of the contractors to whom it must be entrusted to carry out.

3. The third parties subcontracted by the contractor must not carry out financial operations in tax havens considered criminal, -according to the list of countries drawn up by the European Institutions or endorsed by them or, failing that, by the Spanish State-, or outside of them and that are considered criminal, in the legally established terms such as money laundering, tax fraud or crimes against the Public Treasury.

In the event that subcontracted third parties have legal relationships with tax havens, the successful tenderer must inform the contracting body of these relationships (which will publicize them in the contractor profile) and present the descriptive documentation of the movements financial and all the information related to these actions of the subcontractor companies.

4. The transfer of the rights and obligations arising from the contract to a third party is prohibited.

CLAUSE 20.- RESOLUTION

1. This contract may be terminated for any of the reasons established in article 211 and 313 of the LCSP.

2. Apart from those established in the aforementioned article and those already provided for in this specification, they constitute specific causes of resolution:

- The delay in the start of benefits.
- Failure to comply or defective compliance with the contract execution conditions established in this Specification and in the Specifications.
- Breach of essential contractual obligations.
- The others legally established for this type of contract.
- The manifest technical incapacity or negligence, proven, in relation to the development of the tasks that are the subject of this contract, the refusal or manifest resistance of the successful tenderer to adjust to the indications made by the contracting entity in order to adjust the contract to their needs, the repeated non-appearance at work meetings, the lack of compliance in the partial deadlines that may be established, the omission of information and any attitude or negligence that may affect the development of the contract.
- For a situation foreseen as a cause of prohibition to contract that occurs once the contract has been perfected.
- Not having kept the due reservation regarding the data or background that is not public or notorious and that is related to the object of the contract, of which he had knowledge on the occasion of the contract.
- The breach of the partial execution of the services defined in the contract when it produces very serious damage.
- The repeated failure to comply with any of the special conditions of execution established in this specification that do not have the nature of an essential contractual obligation.

CLAUSE 21.- INTEGRATION OF CHARGING POINTS IN THE PLATFORMS OF THE OPERATORS

The success of the own and internal operation of the integration to the operators' own platforms will be directed and managed exclusively by them who assume all the business risk of the management and economic investments that are necessary to adapt their platforms. The operator will designate, at all times, the people who will perform the services, determine the tasks to be carried out and dictate the appropriate guidelines to guarantee the correct development of the contract. The operator will contribute its technical, material, organizational and human means to guarantee a correct integration, will appoint qualified and specialized personnel who, under its charge and on its behalf, will carry out the necessary tasks and must ensure that the assigned personnel have the appropriate qualification, training and professional level.

CLAUSE 22.- MODIFICATION OF THE CONTRACT

1 . The causes that can create the conditions to generate a contract modification are the following:

Subjective:

- A) Total or partial succession of the initial contractor resulting from a business restructuring, complying with the requirements and conditions established in article 98 of the LCSP and provided that this does not involve other substantial modifications of the contract, nor is it intended to evade the application of the Directive.
- B) Replacement of the initial contractor as a result of the assignment of the Contract to a third party, under the terms established in article 214 of the LCSP. In this case, the prior and express authorization of the Contracting Authority will be required for the assignment of the Contract and that the assignee has full capacity to contract with the public sector, has the solvency required in the Specification and is not in cases of 'inability or prohibitions to contract with the public sector determined by current legislation. The assignee of the contract will be subrogated in all rights and obligations that corresponded to the assignor.

Objectives:

The following specific causes of contractual modification are foreseen:

- Modifications and adaptations of pre-existing integration systems resulting from updates and improvements in available technology.

Neither of the two modifications, due to their nature, have an economic impact on the estimated value of the contract.

2. The procedure to modify the contract will be:

- Justificatory report from the contract manager stating the need to proceed with the modification of the contract.
- Legal report from the recruitment department stating, where applicable, its provenance.
- Hearing procedure for the contractor for a period of ten working days and appearance in which he states that he has been informed of the scope of these new works.
- Approval of the modification and award of the competent Contracting Authority at the proposal of the contract manager with budget validation.

3. The modifications that are approved will be mandatory for the operator. Consequently, he accepts any modification of the contract proposed by the contracting body that complies with the provisions of this Specification or the Contract and commits to its execution once the corresponding agreement is adopted.

In these cases, the operator will remain bound to the strict compliance of the modified contract, without the right to claim any compensation and without which for any reason he can reduce his usual activity in relation to it or suspend it.

4. The modification for reasons provided for in the specification may not lead to the establishment of new unit prices not provided for in the contract.

CLAUSE 23.- DATA PROTECTION

In compliance with the provisions of Organic Law 3/2018, of December 5, Protection of Personal Data and guarantee of digital rights, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 of April 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data and which repeals Directive 95/46/CE, which regulates the right to 'information in the collection of personal data, the following extremes are recorded:

- a) The documentation required to bid in this procedure that contains personal data is necessary for participation in it.
- b) In relation to the documentation presented by the operators that contains personal data of natural persons (workers, technical staff, collaborators, etc.), the operator guarantees that it has previously obtained the consent of the persons interested to provide the aforementioned information to the contracting entity for the purpose of bidding in the present procedure.
- c) The documentation presented by the operators that contains personal data will be deposited at the offices of the contracting entity, located in Barcelona, Carrer Calabria, 66 (08015) and will be processed by the contracting entity for the qualification, evaluation and comparison of the proposals from employers and to comply with the purposes established in the public procurement regulations that apply to the contracting entity. The recipients of this information will be the contracting entity itself, as well as those third parties who carry out inspection tasks or those third parties who, in the execution of the contract, necessarily have to access it.
- d) The presentation of the offer and the requested documentation implies that the operator authorizes the contracting entity to process the aforementioned information in the terms provided and, in the event that it is awarded, in the framework of the execution of the contract. The data provided will be kept for the years necessary to comply with legal obligations.
- e) Those interested may exercise their rights of access, rectification, deletion, limitation and opposition by contacting the contracting entity, as entity responsible for the treatment, at the address indicated in letter c) above, attaching a copy of the National Document of Identity or other Official Document attesting to the identity of the person exercising the right. The interested party may also submit a claim to the competent control authority.

CLAUSE 24.- CONFIDENTIALITY

Confidentiality

The successful tenderer and his collaborators will be obliged to respect the confidential nature of all that information to which he has access for the execution of the contract as indicated in the same or as indicated by the entity, or which by its very nature must be treated as such. This duty of confidentiality will be maintained for a minimum period of 5 years, unless a longer period is established in the contract.

In addition, the employer must expressly indicate the documentation and information that he considers confidential in his offer.

Transparency

The operator is informed that, in order to comply with the provisions of Law 19/2014, of December 29, on transparency, access to public information and good governance, the publication of information related to referral recruitment.

CLAUSE 25.- SOCIAL CONTRACT

The following sustainable public procurement measures are included in the scope of the contract:

1. Special conditions of execution:
 - i. Declaration that operating companies do not carry out financial operations in tax havens.

CLAUSE 26.- REGIME OF RESOURCES

The acts derived from the present award procedure may be challenged administratively by virtue of what is provided for in article 44.6 of the LCSP before the Councilor for the Presidency, Water and Energy, within the terms and requirements that are reported in the notification of the corresponding act.

If it is intended to challenge the announcement of the procedure or the present specifications, the deadline for filing the appeal is one month from the day following the publication in the entity's contractor profile.

The maximum term for dictating and notifying the resolution of the appeal will be three months. If this term has passed without a resolution having been issued, the appeal may be deemed to have been dismissed.

Against the express or silent dismissal of the appeal, an administrative contentious appeal may be filed before the Administrative Contentious Courts of Barcelona, within two months from the day following the receipt of the corresponding notification (if the resolution is express) or within a period of 6 months from the day after the day on which the said appeal is deemed dismissed by silence.

LEGAL VALIDATION OF THE FILE

It is noted that all the documentation that makes up the procedure has been legally validated by the Corporate Director of Legal Advice, Legal Regime and Contracting of THE CONTRACTING ENTITY in advance, for the purposes of article 28 and 116 of the LCSP .

Barcelona, on March 15th, 2024



Mrs. Mercè Piñol Arnal
Corporate Director of Legal Advice, Legal Regime and Contracting
Barcelona Municipal Services, SA

APPENDIX NO. 1

RESPONSIBLE STATEMENT

(MANDATORY declaration, to be delivered in the single envelope)

The undersigned, declares:

1.- That the signatory of this statement holds the legal representation to act in the name and representation of the company _____.

2.- That the company it represents meets the legally established conditions for contracting with the public sector.

2.- That the company it represents meets each and every one of the capacity requirements established in the present Terms and Conditions and has the necessary authorizations to carry out the activity.

3- That neither the company it represents nor its administrators and/or representatives are included in any of the circumstances provided for in article 71 of the LCSP, on prohibitions to hire.

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

6.- That you accept that the documentation attached to the Specification has a contractual nature.

7.- Which states that **Yes/No** it belongs to a Group of Companies. (If yes, the companies that make up this Group of Companies must be indicated. Companies belonging to a group of companies are understood to be those that are in any of the cases of art. 42.1 of the Commercial Code).

9.- (Only in case of jurisdictional submission of foreign companies) That in its condition as a foreign company it submits to the jurisdiction of Spanish courts and tribunals of any order, for all incidents that directly or indirectly derive from Contract, with waiver, if applicable, of the foreign jurisdiction that may correspond to it.

10.- (Only if the offer is submitted by a joint venture). Which is attached to this statement commitment to establish the temporary union of employers.

11. That intends to subcontract ___% of the contract and, in particular, the following partial services:

12. That for the practice of the notifications that derive from the same designate as the preferred means to receive the aforementioned notifications the email address:
.....

And for the appropriate purposes, this is signed, on of of

Signature