

**BARCELONA DE SERVEIS MUNICIPALS, S.A.**

**TERMS AND CONDITIONS FOR THIRD-PARTY ADMISSION TO THE ELECTRIC-  
VEHICLE CHARGING INFRASTRUCTURE MANAGED BY BARCELONA DE  
SERVEIS MUNICIPALS**

**NO.: ARJ25AP0110EAJ**

**TERMS AND CONDITIONS**

AGREEMENT NOT CLASSED UNDER PUBLIC SECTOR CONTRACTS ACT (LCSP)

CPV CODE: 34144900-7 (Electric vehicles); 31158100-9 (Battery chargers)  
INTEGRATION SYSTEM NO.: ARJ25AP0110EAJ**I. GENERAL PROVISIONS****CLAUSE 1.- FEATURES OF THE PROCEDURE****A.- DESCRIPTION OF THE SUBJECT MATTER OF THE AGREEMENT:**

The purpose of these Terms and Conditions is to define the necessary requirements as well as the technical procedure that will enable various Electro-Mobility Service Providers (EMSPs) to operate through the electric vehicle charging network managed by Barcelona de Serveis Municipals. Compliance with the requirements will lead to the process that 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.

The EMSPs will have to connect to the BSM platform managing the charging points under the OCPI (Open Charge Point Interface) protocol so that, once connected, their users will be able to charge at Barcelona connection points managed by BSM under the conditions agreed to.

With regard to the economic conditions arising from the integration and use of the charging points, BSM will invoice the EMSPs for charging operations by EMSP users, in accordance with the Terms and Conditions governing this integration process. Users must pay their EMSP for charging their vehicle in accordance with the conditions of the service they have contracted.

This procedure is designed as an accreditation and integration process for the electric vehicle charging infrastructure managed by BSM, enabling the addition of new operators to the system at any time during its validity.

**A.- 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 €

\*The amounts include 21% VAT, <sup>1</sup> in accordance with Article 68.6 of the VAT Law.

The unit prices corresponding to each operation will be the ones that are established through Barcelona City Council's approval of the structure of private prices and may therefore be subject to change. These unit prices will correspond in any case to the price that users pay for using the charging point, prior to including the additional commissions that the operator receives for providing the services to its clients through its platform.

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.

In any case, BSM fully complies with the current regulations regarding pricing. In this regard, an essential condition for accessing the electric vehicle charging network managed by BSM – a network in which the company has made a significant investment – is to set a price higher than the one established by BSM. Alternatively, if the operator does not wish to set a higher price, they have the option of not joining the network.

**B.- DURATION OF THE AGREEMENT:** The established duration of the agreement is ONE (1) YEAR, as of its date of signing.

**B.1.- EXTENSIONS:** Yes. The agreement 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.

**C.- PROVISIONAL GUARANTEE:** Not applicable.

**D.- FINAL GUARANTEE:** Not applicable.

**E- PRICE REVIEW:** 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 agreement to the new approved private prices. Otherwise, the agreement's extension will not be processed and the operator may make a new tender at this procedure's next invitation to tender, where the updated prices will be listed.

**F.- CAPACITY AND SOLVENCY CONDITIONS:**

The process for entering into the agreements will not require the application of the contract-award criteria used for the contracts set out in the LCSP, but it will require the checking of technical and financial elements which guarantee that the companies

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<sup>1</sup>Only companies that apply for the exemption and demonstrate compliance with the required criteria will be eligible to benefit from it.

wishing to include the charging points managed by BSM, within the network that users of its mobility solutions have access to, meet the necessary features for ensuring proper integration and minimum quality standards in the service.

This solvency has the following requirements:

**F.1) Economic and 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 contractor's activities, insofar as references to this turnover are available. The contractor 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 **€22,5000**.

To prove this, the contractor will submit the approved annual accounts deposited with the corresponding Business Register, where the contractor is registered. In the case of contractors that are natural persons, they will be accredited through inventory ledgers and annual accounts legalised in the Business Register.

Besides the specific technical requirements specified, operators must be able to proceed with the integration as described in the Document of Technical Requirements, in full coordination with the experts and the Systems Department at BSM.

**F.2) Technical or professional solvency:** Technical solvency which, along with financial solvency, will determine the possibility of signing the agreement, shall be confirmed through documents allowing verification of various elements which are listed below:

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

The operator must guarantee, through a declaration of compliance, 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.

***2. Declaration stating the availability of a compatible platform***

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

The Terms and Conditions will establish the necessary documents in each case for confirming and verifying compliance with the technical requirements listed.

**F.3) Allocation of resources:** The operator must allocate the three professional profiles specified below to the performance of the agreement:

- **Head of customer care service:** this profile will 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 person responsible for coordinating with the Information Systems Unit at BSM:** this role will liaise directly with technicians and lead the technical operations that the operator has to carry out 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 agreement's point of contact:** the person who fills this post will be the agreement's point of contact and they must ensure the proper functioning of staff, equipment and the resources needed for ensuring the success of the purpose of the agreement, by establishing a direct line of communication between this professional and the Endolla Unit Head at BSM.

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.

**IMPORTANT:**

**The minimum team proposed must be the one that is assigned to performing the agreement.**

**G.- SUBMISSION:** Tenders will be submitted in accordance with the following instructions:

**G.1.- Format and place:** Operators interested in joining the system and who meet all the requirements set out in the documentation must submit their tenders via email to the following address:

[ari@bsmsa.cat](mailto:ari@bsmsa.cat)

The subject of the email should be as follows: "*TENDER FOR ADMISSION. COMPANY NAME. INTEGRATION SYSTEM ARJ25AP0110EAJ*".

For the purpose of submitting these tenders, interested parties can find all the documentation properly published on the contracting authority's profile.

The initial deadline for submitting the tender for admission will end on the date published for this purpose. **In any case, a tendering period is expected to be opened each year to allow new operators who meet the established technical requirements to join.**

Additionally, during the tender submission period, interested operators may send their enquiries to the following email address: [arj@bsmsa.cat](mailto:arj@bsmsa.cat). The responses to these enquiries will be duly published on the contracting authority's profile regarding this admission system, ensuring they are accessible to all interested operators.

**Under no circumstances will proposals be accepted if they are submitted on paper or any other medium not indicated in these Terms and Conditions.**

- **– Deadline date and time:** as published on the contracting authority's profile.

#### **H.- CONTENT OF THE TENDER:**

The proposals will be presented in:

- ☐ A single (1) PDF: | *“documents relating to the procedure for integration into the electric vehicle charging network”*

#### **H.1.- CONTENT OF THE PDF CONTAINING THE DOCUMENTATION RELATING TO THE PROCEDURE FOR INTEGRATION INTO THE ELECTRIC VEHICLE CHARGING NETWORK**

**IMPORTANT NOTE!!! A single PDF file must be submitted with the Documentation**

**In addition, a single PDF file must be submitted, digitally signed by the operator, indicating this circumstance in the title, using the following structure:**

**COMPANY NAME.GRL DOCUMENTATION PDF (SRP, Company name, general documentation) – a single PDF**

#### **Content:**

- The declaration of conformity as per Annex No. 1 of the Terms and Conditions. This declaration must be submitted duly signed and completed.
- If applicable, Annex 2, relating to the third-party declaration
- Supporting documents confirming compliance with the technical and financial solvency requirements.
- Supporting documents confirming personality and capacity.
- Other documentation related to Clause 10 of the Terms and Conditions.

**I.- INFORMATION AND QUERY RESOLUTION SERVICE AVAILABLE TO INTERESTED PARTIES:** Any queries, questions and/or requests for information must be made using the following address:

- **L.1.- For any queries regarding the Terms and Conditions, Technical Requirements, or any other documentation that is part of the procedure.**

**Queries, consultations and/or requests for information must be made in writing to [arj@bsmsa.cat](mailto:arj@bsmsa.cat) no later than five (5) days before the deadline set for receiving tenders. The message subject line must contain the code/number of the integration system.**

The answers to the questions received will be published on the contracting authority's profile on the Public Procurement Services Platform of the Generalitat de Catalunya, and will be binding.

In the event that the entity, within the framework of the procedure, should issue an explanatory note specifying a modification, consideration, partial cancellation or any other additional information, this will prevail.

- **L.2.- For queries regarding the admission procedure**

Interested parties are hereby informed that the information concerning the status of this procedure will be published on the contracting authority's profile, including any explanations and amendments, as applicable. Interested parties are advised to regularly consult the contracting authority's profile to obtain information on the status of this tender procedure.

**J.- ADVERTISING:** The contracting authority's profile can be found on the Public Procurement Services Platform of the Generalitat de Catalunya at the following website:

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

**K.- OTHER INFORMATION:** The agreement resulting from this procedure will be signed digitally. To this end, the tenderer must have an electronic signature certificate proving their identity (in the formats accepted by BSM) in order to digitally sign the documentation. This certificate must have level-4 security.

## **CLAUSE 2.- SUBJECT MATTER AND LEGAL FRAMEWORK OF THE AGREEMENT**

1. The purpose of these Terms and Conditions (henceforth, Terms and Conditions) is to establish the conditions governing verification of the technical and financial solvency of operators with electro-mobility services platforms, by Barcelona de Serveis Municipals, SA (henceforth, "BSM") which will lead to the signing of this agreement governing the subject matter described in Section A of the Summary Characteristics.

2. The final agreement is binding on both parties and is subject to private law, governed by these Terms and Conditions, the agreement and the annexed documentation, and, in all matters not provided for, by the applicable civil and commercial legislation.

3. These Terms and Conditions, its Annexes and the specific Document of Technical Requirements are binding. The agreement will comply with the provisions of these Terms and Conditions, whose clauses will be considered an integral part thereof.

4. The submission of tenders implies the unconditional acceptance by the operators of the content of these Terms and Conditions and all the documentation that forms part of this procedure, without any exceptions or reservations.

5. The agreement and any discrepancies regarding its application will be interpreted by taking into account, first of all, the Terms and Conditions and the Document of Technical Requirements, which will prevail over any other rules.



Unfamiliarity with the agreement in any of its terms and any other documents of any kind that may apply to the performance of the agreement will not exempt the operator from the obligation to comply with them.

6. Should these Terms and Conditions be translated into other languages, if there is any discrepancy, the version in Catalan will prevail.

### **CLAUSE 3.- DURATION OF THE AGREEMENT**

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

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

Extensions will be agreed upon after a prior request from the operator, who must notify of its intention to extend the agreement at least **THREE (3) MONTHS** before its expires. The contact person must communicate their intention to extend the agreement to the person responsible at BSM.

### **CLAUSE 4.- INTEGRATION SYSTEM, ADMISSION FORMALISATION PROCEDURE AND DOCUMENTATION TO BE PROVIDED TO INTERESTED PARTIES**

1. The admission will be carried out through the procedure established in these Terms and Conditions, which, in any case, follows the principles of the LCSP without adhering to a specific procedure regulated therein, due to the lack of classification of the legal transaction.

The admission will be formalised through the signing of the agreement for admission to the referred to infrastructure by all those interested parties who submit, in a timely manner, the complete documentation that proves they meet the necessary solvency requirements for integration. **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. DOCUMENTATION TO BE PROVIDED TO INTERESTED PARTIES: As of the date of publication of the procedure announcement, the companies concerned will be able to obtain, through the contracting authority's profile, the necessary documents for preparing their tenders, including the following documents:

- These Terms and Conditions and annexes.
- Document of Technical Requirements.
- SEPA Mandate.
- Any other documentation that may be necessary for the preparation of the tender.

The contracting authority's profile is incorporated into the Public Procurement Services Platform of the Generalitat de Catalunya on the website established in **section J of clause 1** of these Terms and Conditions.

3. PERSON RESPONSIBLE FOR THE ADMISSION AGREEMENT: A person responsible for the admission agreement will be appointed by BSM, and their contact



details will be communicated to the party once the agreement is formalised. This person will be responsible for overseeing the performance of the agreement and making decisions and issuing the necessary instructions for ensuring the proper provision of the service agreed to, within the scope of their authority.

## **CLAUSE 5.- ADVERTISING**

This procedure will be advertised by means of an announcement on the contracting authority's profile, which can be accessed from the website referred to in **Section J** of Clause 1 of these Terms and Conditions.

## **II. DESCRIPTION OF THE PROCEDURE**

### **CLAUSE 6.- CAPACITY CONDITIONS OF OPERATORS**

1. Individuals or legal entities, both Spanish and foreign, who have full legal capacity, are not subject to any contracting prohibition, and hold the necessary business or professional qualifications, if applicable, to carry out the activity or service that forms the object of the third-party operator admission system, may integrate into the electric vehicle charging infrastructure managed by Barcelona de Serveis Municipals S.A..

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 at the moment the agreement is signed.

2. BSM may enter into agreements with temporary joint ventures formed for this purpose. Such participation will be carried out, during the tender submission stage, through the presentation 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 agreement 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 accepted. There will be no need for the joint venture to be drawn up in a public deed until it is admitted.

These contractors will be jointly and severally bound before BSM.

There is no need for the joint venture to be drawn up in a public deed until its admission has been approved.

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

4. It is a requirement that the persons who perform the agreement 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.- TENDERS FROM OPERATORS

1. The tenders will refer to the integration that is the subject of this integration system.

Tenders must be submitted within the deadline established in **Section G** 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 operators, when making their submission, must 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 as indicated in **Section K** of the Summary of Characteristics.

3. No operator may submit more than one tender for the same 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 one.

## CLAUSE 8.- SUBMISSION FORMAT FOR TENDERS: GENERAL RULES

1. Operators must present all their documents in a single (1) PDF. In it, they will be able to state which information in their tender is confidential. Confidentiality of information expressly designated as such will be ensured, 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. The operators must submit the documents that confirm their tenders within the deadline stated in the invitation to tender, in accordance with the provisions outlined in section G.1. of Clause 1 of these Terms and Conditions.

3. Communications and notifications that are made during the integration system and term of the agreement will be sent through electronic means.

Deadlines triggered by notifications will 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 authority's profile. Failing that, deadlines will be calculated as of the date of receipt of notifications by the companies they are addressed to.

4. Moreover, in order to receive all the information related to this procedure, companies that wish to do so, and in any case, companies must subscribe as interested parties in this procedure through the subscription service for updates in the virtual tender space, which is made available on the contracting profile of BSM, accessible through the Public Procurement Services Platform of the Generalitat, as indicated in section J of Clause 1 of these Terms and Conditions.

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 procedure will be put on the noticeboard in the virtual tender space for this procedure on the Public Procurement Services Platform. This electronic noticeboard, which provides a reliable record of the authenticity, integrity and date of publication of the information published, also publishes information on both the procedure and the agreement.

#### 5. Digital certificates.

Under the First Additional Provision of Executive Decree 3/2016, an advanced electronic signature based on a qualified or recognised electronic signature certificate under the terms and conditions provided for in Regulation (EU) No 910/2014 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 will be sufficient. This is therefore the minimum security level required for the electronic signature certificate accepted for signing the documentation.

As regards foreign EU certificates, those qualified in any EU country will 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.- TENDERS FROM OPERATORS DOCUMENTS

#### SINGLE PDF

**Title:** Documents relating to the procedure for integration into the electric vehicle charging network

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

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

#### **CONTENT:**

The “Single PDF” must contain the following documents:

**1. Declaration of Compliance according to the template provided in ANNEX 1 of these Terms and Conditions, on compliance with the requirements of personality, capacity and other circumstances.**

Specifications regarding temporary joint ventures:

a. Each of the contractors making up the temporary joint venture must submit the corresponding declaration of compliance.

b. Supporting documents must 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 agreement up to its termination, as well as details of the names and circumstances of the contractors that comprise the joint venture, the holding of each and the commitment to formally creating a temporary joint venture, should they be admitted.

c. The provisional Tax Identification Number (NIF) assigned by the competent authority may also be included. Only where the joint venture is admitted will it have to confirm its constitution in a public deed and provide the permanently assigned NIF.

Other specifications:

- Where the contractor relies on the solvency and resources of other organisations or intends to rely on third parties, it must state this fact in Annex 1 and submit another, separate annex for each of these companies.

Specifications relating to foreign companies:

Foreign companies should also submit a declaration stating that they will submit to the jurisdiction of Spanish courts and tribunals of any kind, for all incidents that may arise, directly or indirectly, from the agreement, waiving, where applicable, any foreign jurisdiction that might correspond to the operator.

The operator will be required, when the time comes to sign the agreement, to confirm its compliance with the personality and capacity requirements by providing the documents specified below in these Terms and Conditions.

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

**2. Where necessary, declaration of compliance according to the template provided in ANNEX 2 of these Terms and Conditions, relating to the third-party declaration**

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

The operator must include in the PDF 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 agreement, will be confirmed through documents allowing verification of various elements, as detailed below:

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

The operator must 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 must 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 must 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 must 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 must submit a declaration of compliance stating that its platform functions through the above-mentioned protocol. In addition, it must 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 contractor'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 **€22,500**.

**Supporting documents:** To prove this, the operator will submit the approved annual accounts deposited with the corresponding Business Register, where the contractor is registered. In the case of contractors that are natural persons, they will be accredited through inventory ledgers and annual accounts legalised in the Business Register.

**IMPORTANT:** Besides the specific technical requirements specified, operators must be able to proceed with the integration as described in the Document of Technical Requirements, in full coordination with the experts and the Systems Department at Barcelona de Serveis Municipals.

## **Resources allocated to the performance of the agreement**

The operator must allocate the three professional profiles specified below to the performance of the agreement:

- **Head of the customer care service:** This profile will 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:** this role will liaise directly with technicians and lead the technical operations that the operator has to carry out 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 agreement's point of contact:** the person who fills this post will be the agreement's point of contact and they must ensure the proper functioning of staff, equipment and the resources needed for ensuring the success of the purpose of the agreement, 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.

### 3. Supporting documents confirming personality and capacity.

A) Natural persons: Photocopy of the National ID card of the interested party or, if not available, an equivalent identity document.

B) Legal persons: The deed of incorporation and power of attorney, along with a photocopy of the National ID card of the legal representative or administrator, or if not available, an equivalent identity document.

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

## CLAUSE 10.- EXAMINATION AND APPROVAL OF TENDERS

1. The submission of a tender by the operator implies that it meets the requirements set out in the documentation for this procedure. In no case can this responsibility be affected or diminished by the fact that the tender has been accepted by BSM.

2. Once the requested information and evidence has been received, and the tender has been reviewed and checked to see that it meets all the necessary requirements (of technical and financial solvency, allocation of resources or anything else established in the process documents), the tender will be approved.

3. Once the deadline established in the invitation to tender has passed, the "Single PDF" will then be analysed, for the purposes of verifying that it contains the documents listed in these Terms and Conditions, and qualifying their validity.

Where there are any reasonable doubts over the validity or reliability of the information submitted or where there is a need to ensure the proper performance of the agreement, the tenderers may be asked to submit all or part of the supporting documents providing

evidence of compliance with the requirements. The deadline for submitting the necessary documents will be FIVE (5) calendar days as of the receipt of this request.

4. 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 FIVE (5) calendar days as of the date on which the above-mentioned notification was sent.

Defects involving failure to satisfy the established requirements will be deemed uncorrectable whereas those involving a mere failure to demonstrate satisfaction of those requirements will be deemed correctable.

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

Furthermore, the operator may be asked for clarifications over the certificates and documents submitted and other complementary documents may be requested.

5. Failure to submit any of the documents that must be included in the Single PDF will be grounds for rejecting the tender, unless it is considered correctable and is corrected within the deadline.

6. Once the tenders received have been analysed and studied, and those which fail to comply with the Terms and Conditions have been excluded, BSM will approve them.

### **III. ADMISSION AND SIGNING OF THE AGREEMENT**

#### **CLAUSE 11.- APPROVAL OF TENDERS AND SIGNING OF THE AGREEMENT**

1. Each of the operators will be notified individually, using the electronic means designated by them, of the approval or rejection of their tender for integration.

2. All submitted tenders, whether approved or rejected, will be kept on file.

3. BSM will give a reasoned decision regarding its approval and arrange for the agreement to be signed with all the operators that meet the requirements. On the contrary, where no tender is acceptable under the criteria set out in these Terms and Conditions, the procedure will be declared void without prejudice to the provisions in section G.1.

4. Prior to the decision to approve any tender, a verification of the requirements set out in these Terms and Conditions will be carried out.

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

5. The agreement will be deemed to be formally entered upon the signature of acceptance by the admitted party, as well as the signature of the agreement itself. This acceptance must be signed within a maximum period of three calendar days, as of the date on which the approval of the tender was notified.

#### **CLAUSE 12.- FINAL GUARANTEE**



This agreement does not require a guarantee to be established in favour of BSM.

#### **IV. GENERAL CONSIDERATIONS**

##### **CLAUSE 13.- 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 will 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 will be paid by direct debit, so operators must duly complete and send back the SEPA mandate attached to the documentation for this procedure.

###### **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 will apply to this number of operations.

The operators must 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 14.- RISK AND PRICE REVISIONS**

The agreement will be performed at the risk of the admitted party.

The admitted party is not entitled to a price review, given the features of this agreement.

##### **CLAUSE 15.- MANAGEMENT AND INSPECTION OF AGREEMENT PERFORMANCE**

The agreement manager appointed by BSM will perform the following functions:

- Oversee the performance of the agreement.
- Ensure compliance with the obligations assumed, both those that are provided for in the Terms and Conditions and those in the tender.
- Issue the appropriate orders or instructions for ensuring the correct performance of the service.
- Liaise with the technical coordinator or manager appointed by the admitted party.

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

In no case will the BSM's agreement manager decide which employees of the admitted party should perform the agreement, nor will the former participate in their selection or training, nor issue specific orders or instructions to the admitted party's staff, nor exercise any managerial authority over them.

## **CLAUSE 16.- CONDITIONS OF PERFORMANCE AND ESSENTIAL OBLIGATIONS OF THE AGREEMENT**

### **1. Special 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 will 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 will not in any case be higher than what its company pays for operations at BSM's charging points and that it will establish the necessary coordination mechanisms for facilitating this reciprocal integration under the same terms and conditions that BSM establishes.

### **2. Essential obligations:**

- Effective dedications or allocations, during the performance of the agreement, of the human and/or material resources stated and undertaken in the tender.
- The obligations of these Terms and Conditions and of the Document of Technical Requirements specifically attributed the character of essential obligation.

## **CLAUSE 17.- OBLIGATIONS OF THE OPERATOR**

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

- a) Appoint a person to be in charge of the smooth running of the work and conduct of the staff, who must also act as a link with BSM and the agreement manager.
- b) Maintain confidentiality with regard to information or records that are not public or common knowledge and are related to the subject matter of the agreement, which they have become aware of due to the agreement.
- c) Respect, in any case, the prescriptions of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights and Regulations and other implementing regulations.

- d) Take out a civil liability insurance policy for an amount that is sufficient to cover all liabilities of any kind that may arise from the performance of the agreement.
- e) Ensure that all actions under this agreement follow the principles of non-discrimination and equal treatment relating to non-discrimination on the grounds of 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.

## **CLAUSE 18.- TERMINATION OF THE AGREEMENT**

The following constitute specific grounds for termination:

- The unexpected death or incapacity of the contractor, if it is a natural person, or the extinction of the legal personality of the operator.
- Delay in starting delivery of the service.
- Mutual agreement between BSM and the operator.
- Non-compliance or defective compliance with the performance conditions and obligations established in these Terms and Conditions and the Technical Specifications.
- Others established legally by this type of agreement.
- Manifest and proven technical incapacity or negligence relating to performing the tasks covered under this agreement; manifest refusal or resistance on the part of the admitted party to abide by the instructions given by BSM to adapt the agreement 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 agreement.
- Any situation provided for as a ground for prohibition from entering into contracts which arises once the agreement 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 agreement, which it has knowledge of through the agreement.
- Partial non-compliance with the performance of the services defined in the documentation contained in this integration system when it causes significant harm.
- Repeated non-compliance with any of the special performance conditions set out in these Terms and Conditions which are not considered essential obligations.

## **CLAUSE 19.- INTEGRATION OF THE CHARGING POINTS INTO THE OPERATORS' PLATFORMS**

The success of the internal functioning of the actual integration into the operators' own platforms will be run and managed exclusively by those operators and they will bear all

the business risk of the financial management and investments required for adapting their platforms. The operator will 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 agreement. The operator will 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 20.- DATA PROTECTION**

### **Data processing for the performance of the service**

Both parties will act as independent data controllers, and data may be shared between them in accordance with Article 6.1.b of the GDPR. In this regard, both parties undertake to:

- a. Carry out the processing of personal data in strict compliance with the applicable data protection regulations.
- b. Facilitate the data subjects, at the time of collecting their personal data, with all the information regarding the data processing that is carried out, in accordance with the provisions of Articles 13 and 14 of the GDPR and the interpretative criteria of the competent authorities in the matter of data protection. Specifically, the operators who ultimately join the service must notify users specifically that data will be communicated to BSM for the proper performance of the service.
- c. Respect the confidentiality of the data processed for the performance of the agreement, including any information related to the said agreement.
- d. Once the purpose for which the personal data was collected has been fulfilled, it must be locked for the period necessary to comply with the applicable legal obligations in each case.
- e. Implement and adopt all necessary technical and organisational measures to ensure an appropriate level of security relative to the risk of the processing, in accordance with Article 32 of the GDPR, and more specifically, comply with the security measures detailed in Royal Decree 311/2022, of 3 May, which regulates the National Security Framework.

### **Processing of personal data by B:SM**

In accordance with Framework Act 3/2018, of 5 December, regarding the protection of personal data and the guarantee of digital rights in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, which regulated the right of information in the collection of personal data, the following points are stated:

- a) The documentation required to request admission that contains personal data is essential for participation in this process, in accordance with Article 6.1 (c) of the GDPR.
- b) The Data Controller of your personal data is Barcelona de Serveis Municipals, S.A., with registered office at Carrer Calàbria 66, 08015, Barcelona, telephone number 93.887.50.34 and email address [protecciodades@bsmsa.cat](mailto:protecciodades@bsmsa.cat). Furthermore, the data subjects are hereby informed that B:SM has appointed a

Data Protection Officer, who may be contacted by telephone on 93.887.50.34 or by email at [dpo@bsmsa.cat](mailto:dpo@bsmsa.cat).

- c) With regard to documents submitted by interested operators which contain personal data on natural persons (workers, technical staff, collaborators, etc.), they guarantee that they have the necessary legal basis to provide the aforementioned information to BSM for the purpose of participating in this procedure.
- d) The submission of the requested documentation implies that the operator agrees to BSM processing the aforementioned information under the terms provided and, if admitted, within the framework of the execution of the agreement. The data provided will be retained for the time necessary to fulfil the purpose for which it was collected.

Once the purpose for which the personal data was collected has been fulfilled or its deletion has been requested, in accordance with Article 32 of Framework Act 3/2018, of 5 December, on Personal Data Protection and the guarantee of digital rights, the personal data will be duly blocked for the time necessary to comply with the applicable legal obligations in each case.

- e) BSM does not anticipate any international data transfers. However, should such transfers take place in the future, the provisions of the applicable data protection regulations will be taken into account and applied. Furthermore, no automated decisions are made, nor are profiles created using the processed personal data.
- f) Data subjects may exercise their rights of access, rectification, erasure, restriction, objection and portability by contacting BSM, as the data controller, at the address indicated in section (b) of this clause, providing sufficient proof of their identity. Lastly, the data subject will have the right to lodge a complaint with the Catalan Data Protection Authority (<https://apdcat.gencat.cat/>) if they believe that BSM has not processed their personal data in accordance with the applicable regulations.

## **CLAUSE 21.- CONFIDENTIALITY**

### Confidentiality

The admitted party and its employees will be required to respect the confidential nature of all the information that it has access to in performing the agreement 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 will remain for a minimum term of five years, unless a longer term is established in the agreement.

Furthermore, the contractor will expressly highlight the documents and/or information that it considers confidential.

### Transparency

The operator is informed that, in order to comply with the provisions of Law 19/2014 of 29 December on transparency, access to public information and good governance, information related to the contract in question will be published.

## **LEGAL VALIDATION OF THE INTEGRATION SYSTEM**

It is hereby stated that all the documentation forming part of the procedure has been legally validated in advance by BSM's Corporate Director of Legal Advice, Legal System and Procurement.

Barcelona, 27 January 2024



Mercè Piñol Arnau  
Corporate Director of Legal Advice, Legal System and Procurement  
Barcelona de Serveis Municipals, S.A.

**ANNEX No. 1**

**DECLARATION OF COMPLIANCE**

**(MANDATORY declaration, to be submitted in the Single PDF Document)**

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 to sign the agreement.

3.- That the company expresses full acceptance of the terms and conditions document, the document of technical requirements and any other documentation that, if applicable, forms part of the integration system, without reservations or exceptions to the contrary.

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

5.- That neither the company represented nor its administrators and/or representatives are affected by any of the circumstances constituting prohibitions on contracting.

6.- That it accepts that the documentation annexed to the Terms and Conditions as binding.

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

8.- (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 agreement, waiving, where appropriate, any foreign jurisdiction that may apply to it.

9.- (Only for tenders submitted by a temporary joint venture). That this declaration is accompanied by an undertaking to constitute a temporary joint venture.

10.- That it intends to outsource to third parties \_\_\_\_ % of the agreement and, in particular, the following partial services:

11.- That, for the purposes of issuing notifications arising from the procedure, 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





## ANNEX 2

### THIRD-PARTY DECLARATION FOR ACCESS TO THE INTEROPERABILITY NETWORK

The company [Name of Applicant Company] hereby formally expresses its interest in entering into a contract with [Name of Third-Party Operator] (hereinafter referred to as “the Third-Party Operator”), following the latter’s interest in accessing my interoperability network, in accordance with the established terms and conditions.

By virtue of the above, **I DECLARE** the following:

1. That the company [Name of Applicant Company] assumes joint responsibility for any breach of the conditions of the procedure or the valid Agreement by the Third-Party Operator, meaning both parties commit to fulfilling the obligations arising from the operation and access to the network; and, at the same time, undertakes to ensure compliance by the Third-Party Operator.
2. That the details of the Third-Party Operator with whom the contract is to be signed are as follows:
  - Name of Third-Party Operator [Name of Third-Party Operator]
  - Trade name: [Trade name of Third-Party Operator]
  - Address: [Address of Third-Party Operator]
  - Contact details: [Contact details of Third-Party Operator]
  - Legal representative: [Name of legal representative]
3. That, in return, the Third-Party Operator commits to complying with all the technical, operational, financial and legal conditions required in the documentation in the dossier, and in particular, with all those ensuring the proper operation and maintenance of the network’s interoperability.

In any case, **I HEREBY DECLARE** my interest in proceeding with the signing of the contract between [Name of Third-Party Operator] and [Name of Applicant Company], pending its approval, with strict adherence to all obligations and responsibilities in accordance with the established contractual framework.

Yours sincerely,

[Name of legal representative]

[Name of applicant company]