TENDERING AND TECHNICAL SPECIFICATIONS GOVERNING THE TENDER, USING THE NEGOTIATED PROCEDURE WITHOUT PUBLICATION, FOR THE CONTRACTING PROCEDURE FOR THE SUPPLY OF A MOBILE DEVICE FOR THE MEASUREMENT OF ENTERIC METHANE EMISIONS FROM CATTLE IN GRAZING SYSTEMS (OUTDOOR) AND ON THE FARMS THEMSELVES (INDOOR), AS WELL AS THE SERVICE THAT WILL INCLUDE DATA ACCESS, HARDWARE AND SOFTWARE SUPPORT AND MAINTENANCE (Ref. - NK21/21)

1. SUBJECT OF THE CONTRACT

The subject of the contract is the supply of a mobile device for the measurement of enteric methane emissions from cattle in grazing systems on the farms themselves, as well as the service that will include data access, hardware and software support and maintenance during a period of 4 years.

The CPV code of the contract is as follows: 38300000-8 Measuring instruments
72300000-8 Data related services

This supply and service will be carried out in accordance with these specifications and the contractor's proposal.

It has been established, in the report drawn up in this regard and included in the file, that there are technical reasons that mean that the contract for the supply and service in question can only be awarded to a specific company, namely C-Lock Inc.

This being the case, this contracting procedure will be processed by means of a negotiated procedure with a single company, under the provisions of paragraph 2 of letter a) of Article 168 of Law 9/2017, of 8 November, on Public Sector Contracts, transposing into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (“LCSP”), for which purpose an invitation will be sent to C-Lock Inc.

2. CONTRACTING ENTITY AND CONTRACTING AUTHORITY

The contracting entity is NEIKER, INSTITUTO VASCO DE INVESTIGACIÓN Y DESARROLLO AGRARIO, S.A. (“NEIKER” or “the contracting entity”, interchangeably).

The Contracting Authority is the General Director.

3. AWARD PROCEDURE

Pursuant to the provisions of Clause 1 of these Specifications, the contract shall be awarded using the negotiated procedure without publication, after the corresponding negotiation with the invited tenderer.

These negotiations shall cover the financial and technical aspects indicated in Clause 14 of these Specifications.

4. VARIATIONS

Not admitted.

5. CONTRACTUAL DOCUMENTATION

The following documents shall be of a contractual nature:

- These Tendering and Technical Specifications.

- The tender of the successful tenderer.

These documents must be signed by the successful tenderer, thereby demonstrating that it agrees with them when the contract is formalised.

6. EXECUTION PERIOD

The maximum term for the supply of the mobile devices will be 200 days from the day following the date of signing of the contract. The service which includes the data access, hardware and software support and maintenance will be extended for a period of 4 years.

The contractor will be obliged to comply with the contract and the Specifications that govern it during its term and during the warranty period, which shall be at least 48 months.

The following direct and indirect costs and other possible expenses have been taken into account for the calculation of the aforementioned initial tender budget:

- Analysis of prices of laboratory equipment on the market.
- Analysis of prices of service contracts.

7. FINANCIAL ELEMENTS

7.1. INITIAL TENDER BUDGET AND CONTRACT PRICE

The initial and maximum tender budget is 155.000 USD (137.345,50€) (excluding VAT) for the supply and 4 year service contract.

The tenderer shall include in its economic proposal the price offered for the performance of the contract, which in no case may exceed the specified maximum tender budget.

The aforementioned contract price shall include all costs necessary for the performance of the contract, including, but not limited to, the following:

Qty	Description	Maximum amount UNIT PRICE	EXTENDED
1	GreenFeed Pasture System to include solar power, modem, wind sensor, and auto calibration. It will include 3 year supply of certified calibration gas, span gas, regulators and CO2 cartridges	89.000 USD	89.000 USD
1	Cart for GreenFeed in free-stall application	1.300 USD	1.300 USD
1	Remote Installation Support and User Training	3.400 USD	3.400 USD
1	Neck Collar RFID reader	1.200 USD	1.200 USD
1	Dual-hopper system	10.600 USD	10.600 USD
1	Shipping and Handling. Calibration gases are hazard materials and will be shipped separately from the units	12.000 USD	12.000 USD
1	4 years service contract- Will include data access, hardware and software support and maintenance. The tenderer will repair or replace all parts that wear out or break through normal wear and tear, and assure unlimited and complete access to both the raw data and processed results generated by the equipments.	10.210 USD	36.756 USD

- All direct and indirect costs necessary for the performance of the contract, in accordance with the provisions of these Specifications, not allowing subsequent invoicing for items that should previously have been included in the final price.

- All items inherent to the performance of the contract and all expenses related to the personnel employed for its performance (i.e. salaries and social security, holidays and overtime, work at night and on public holidays, replacements due to sick leave or illness, individual accident insurance, etc.), as well as all taxes, insurance, permits, authorisations and other general expenses.

- Any resources, tools, vehicles, equipment, instruments, computer equipment and apparatus required to be used by the contractor for the performance of the contract.

- Attendance at all work meetings or briefings determined by the contracting entity, with the aim of facilitating the proper development and fulfilment of the contract.

7.2. ESTIMATED VALUE OF THE CONTRACT

The estimated value of the contract amounts to 155.000 USD (excluding VAT) (137.345,50€), calculated in the manner and for the purposes set out in LCSP Article 101.

Specifically, for the calculation of the estimated value of the contract, the maximum value payable for all items, excluding VAT and including extensions, has been taken into account.

8. PAYMENT OF THE PRICE

NEIKER will pay 50 % of the contract price when the contract is signed by the parties. The other 50% will be due on delivery.

No payment shall be made for any work or service that has been provided outside the subject of the contract established in these Specifications or that, where applicable, has not been previously requested by the contracting entity.

In the event that at the time of payment of the contract price, the contractor has not delivered the equipment to the facilities of the contracting entity, the contractor shall be obliged to present a bank guarantee (on first demand, irrevocable, joint and several and without benefit of excusio, order and division) guaranteeing the total amount paid until receipt, which shall be signed after completion of the installation and commissioning of the equipment. The bank guarantee shall be drawn up in accordance with the criteria dictated by the contracting entity.

If the bank guarantee is issued by a foreign bank, it shall be issued in accordance with the Uniform Rules for Advance Payment Guarantees, ICC Publication No. 758. The bank guarantee must be notified through the bank of the contracting entity KUTXABANK. Any original guarantee documents received by other means shall be rejected and returned immediately to the contractor.

9. PRICE REVISION

The price shall not be revised.

10. PUBLICATION

The following shall be published on the contracting entity's contractor profile:

- The announcement of the award of the contract.
- The announcement of the formalisation of the contract.
- The remaining information listed in LCSP Article 63.

The contracting entity's contractor profile can be accessed through the following website: www.neiker.eus/ www.contratacion.euskadi.eus

11. DEFINITIVE GUARANTEE

Not applicable.

12. SUITABILITY FOR CONTRACTING

Individuals or legal entities, Spanish or foreign, with full capacity to act and that are not subject to any prohibition on contracting may contract with the contracting entity.

The tenderer must also have the business or professional authorisation that, where applicable, is required for the carrying out of the services that constitute the subject of the contract.

Legal entities may only be successful tenderers for the contract if the services to be provided fall within the aims, purpose or scope of activity which, according to their articles of association or founding rules, are relevant to them.

The circumstances relating to the capacity and absence of prohibitions to contract referred to in this Clause must be present on the final date for the submission of tenders and must still exist at the time of the conclusion of the contract.

13. SUBMISSION OF PROPOSALS AND DOCUMENTATION

13.1. MEANS OF SUBMISSION

The submission of proposals will be carried out using **electronic means**, in accordance with the requirements established in the Fifteenth Additional Provision of the LCSP.

The tenderer must submit its tender via the Basque Government's Electronic Tender application accessible from its website, **before 14:00 on 7 December 2021**.

The information and technical specifications necessary for the electronic submission of tenders, including encryption and date validation, are specified on the contracting entity's website, listed above.

Should the last day of the deadline be a Saturday, Sunday or public holiday, the deadline will be extended until the following working day.

Tenders may be sent by electronic means in two stages, first by sending the tender's electronic fingerprint, on receipt of which the tender shall be deemed to have been submitted for all intents and purposes, and then the tender itself within a maximum of 24 hours. If this second submission is not carried out within this time limit, the tender shall be deemed to have been withdrawn.

The electronic fingerprint of the tender is understood to be the generation of a set of data, which ensures that they are unequivocally related to the content of the tender itself, and which make it possible to detect potential alterations to the tender's content, guaranteeing its integrity.

The electronic copies of the documents that must be included in the file must comply with the provisions established for this purpose in the legislation in force on common administrative procedure, and shall have the effects established in said legislation.

In accordance with the provisions of the Fifteenth Additional Provision of the LCSP, the communications and notifications that are going to be carried out in this contracting procedure will be done so by electronic means through the Electronic Tender application. Each time a notification or communication is sent, the tenderer will receive a delivery notification to the email address provided for this purpose.

13.2. CONTENT OF THE ELECTRONIC FILE

The tenderer's proposals must comply with these Specifications and their submission implies the unconditional acceptance by the tenderer of the content of all of its

clauses, without any exception or reservation whatsoever.

Irrespective of the fact that it is an electronic file, it shall be known as the Single Envelope.

The envelope shall consist of the documents listed below and shall contain a numbered list of the documents included in it.

Single Envelope:

The tenderer must submit the following documentation:

1. Documents accrediting the tenderer's personality and capacity to act and, where applicable, their representation:

    - The capacity to act of businesspersons, which are legal entities will be accredited through the deed or document of incorporation, the Articles of Association or the founding document, in which the rules governing their activity are stated, duly registered, where appropriate, in the corresponding Public Registry, depending on the type of legal entity in question.

    - Those appearing or signing proposals on behalf of another party, must present a copy of their National Identity Document, as well as a sufficient power of attorney for this purpose. If the company is a legal entity, the power of attorney must be registered in the Mercantile Registry, when this is required in accordance with the provisions of Article 94 of the Mercantile Registry Regulations or, where appropriate, in the Public Registry corresponding to the type of legal entity in question.

      All this documentation must be submitted as original documents or duly certified copies.

2. Declaration of responsibility in accordance with the template included in these Specifications as **Annex I**, stating that the tenderer is not subject to any of the prohibitions regarding contracting established in LCSP Article 71.

3. Proof of being up to date with tax and social security obligations.

4. A technical proposal that will contain:

- Description of the equipment offered under the tender.

In order to comply with the provisions of Law 3/2016, of 7 April, for the inclusion of certain social clauses in public procurement, it is hereby stated that the contract is subject to compliance with the legal, regulatory and contractual provisions in force and those applicable in matters relating to labour, social security and health and safety at work.

In this regard, in the documentation provided in the Technical Proposal, the tenderer shall indicate the collective agreement that will be applicable to its own workers or those of subcontracted companies that carry out the activity that is the subject of the contract, in the event of being the successful tenderer, bearing in mind the obligation to comply in any case with the salary conditions for the workers in accordance with the applicable sectoral collective agreement.

5. Financial proposal, which must be in accordance with the template in **Annex II** of these Specifications.

PLEASE NOTE:

1. When the tenderer is registered in the Official Registry of Tenderers and Classified Companies in the Public Sector, in the Official Registry of Contractors of the Autonomous Community of the Basque Country or appears in a national database of a Member State of the European Union, such as a virtual company dossier, an electronic document storage system or a pre-qualification system, and these are accessible free of charge to the aforementioned bodies, it shall not be obliged to present the supporting documents or other documentary proof of the data registered in the aforementioned places.

In general, the contracting entity may verify, both before and after the award and during the course of the contract, the accuracy of the content of the documents included in the Single Envelope, with it being understood that the falsification of the data and circumstances presented by the company may be grounds to render the contract null and void due to non-compliance attributable to the contractor.

The contracting entity also reserves the right to request any additional documentation it deems necessary in order to verify the accuracy of the information provided by the tenderer.

2. The tenderer must take special care when preparing the documentation to be included in the Single Envelope, complying with the instructions given regarding content.

3. Tenders that contravene these principles will be rejected and excluded from the procedure.

14. NEGOTIATION PHASE

The technical unit shall first assess the documentation relating to compliance with the prerequisites contained in the Single Envelope, submitted in due time and proper form. If it finds rectifiable defects in the documentation submitted, the contracting entity shall give the tenderer a period of three calendar days to correct them.

Once any defects in the tender submitted have been corrected and the tenderer's identity has been verified, the negotiation phase will begin, which will involve the following financial and technical aspects (listed in decreasing order of importance):

- Price
- Warranty period

In any case, the minimum requirements for the supply and services covered by the contract will not be negotiated.

At the end of the negotiation, if the invited tenderer has changed its position as a result of the negotiation, it must submit its final tender to the contracting entity so that the technical unit can ensure that the final tender complies with all the requirements set out in the tender documents and proceed to award the contract.

15. AWARDING OF THE CONTRACT

In view of the tenders submitted and completed and, where appropriate, after negotiations with the invited tenderer, the file will be examined by the technical unit, which will submit the award proposal to the Contracting Authority.

The Contracting Authority will award the contract within a maximum period of two months from the opening of proposals.

The award will be agreed by the Contracting Authority through a justified decision and will be notified to the tenderer, through the means for receiving notifications that this party designates, and must be published on the contracting entity's contractor profile within 15 calendar days. The award will specify and set the definitive terms of the contract.

16. CONCLUSION AND FORMALISATION OF THE CONTRACT

The contract shall be concluded through its formalisation.

The contract shall be formalised in a private document that shall comply exactly with the tender conditions. Under no circumstances may the document formalising the contract include clauses that alter the terms of the contracting.

The successful tenderer may, however, request that the contract be recorded in a notarial instrument, at its own expense.

The formalisation shall be carried out within a maximum period of 15 working days following the notification of the awarding to the tenderer.

The formalisation of the contract shall be published on the contracting entity's contractor profile, together with the corresponding contract, within a period of no more than 15 calendar days following the conclusion of the contract.

If, for reasons attributable to the successful tenderer, the contract has not been formalised within the specified period, a penalty of 3% of the initial tender budget (excluding VAT) will be charged.

17. PARTY RESPONSIBLE FOR THE CONTRACT

The Contracting Authority will designate a party responsible for the contract, who will be responsible for supervising its performance and adopting the decisions and issuing the necessary instructions in order to ensure the proper provision of the agreed service, within the scope of the powers attributed to them by the contracting entity.

The party responsible for the contract may be an individual or legal entity, regardless of whether or not they are linked to the contracting entity.

The instructions given by the party responsible for the contract shall be binding on the contractor.

18. PERFORMANCE OF THE CONTRACT

The performance of the contract shall be carried out in accordance with the following conditions:

- The contractor shall perform the contract in accordance with its terms and conditions, in accordance with the provisions of these Specifications and the tender submitted by the contractor, as well as in accordance with the

instructions given to the contractor by the contracting entity in interpreting them.

- The contract is subject to compliance with the legal, regulatory and contractual provisions in force and those applicable in matters relating to labour, social security and health and safety at work.

  In this context, in the Technical Proposal, the tenderer shall specify which collective agreement will be applicable to the workers, whether in-house or subcontracted, who carry out the activity covered by the contract, in the event of being successful tenderers. Information on the collective agreement that the contractor states is applicable to the workers performing the activity covered by the contract shall be included in the award decision and published on the contractor's profile.

  In addition, the contractor shall be obliged to provide any information required on the working conditions that will actually apply to these workers once the contract has been awarded.

  The contractor must, throughout the performance of the contract, pay the salary set out in the applicable sectoral collective agreement according to the worker’s professional category, and under no circumstances may the salary to be paid be less than this.

  The provisions of this section are a special condition regarding performance and an essential obligation for the purposes set out in LCSP Article 211.f), and therefore any breach of said condition is grounds for termination of the contract at the discretion of the contracting entity.

- The contract will be performed at the contractor's risk and expense.

- All personnel will depend solely on the contractor, which will have the rights and duties inherent to its status as an employer, without any claim being able to be made against the contracting entity arising from any labour relations or other obligations.

  The contractor shall be solely responsible for any accident or claim (whether in or out of court) related to the personnel working on the performance of the contract, whether its own or those of any subcontractors, and the contracting entity shall not assume any type of labour liability (including those relating to safety, hygiene and occupational health), social security or tax liability that the contractor may hire directly or indirectly. The contractor shall also be solely liable for any liabilities arising from claims deriving from the performance of the contract.

- The contractor must comply with the obligations arising for it from the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, those in Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights and in any other regulation on data protection that may be applicable during the term of the contract due to the processing of personal data that it carries out through its activities and on its own behalf and at its own discretion, as the corresponding Data Controller.

  The aforementioned obligation is established notwithstanding what, where applicable, is specifically established in Clause 20 of these Specifications in relation to the possible processing of personal data on behalf of the contracting entity.

- In addition, in compliance with the provisions of LCSP Article 202, the following is established as a special execution regarding performance, is of a social nature and relates to the employment stability of the contracts. The contractor must maintain, throughout the term of the contract, the workforce assigned to its performance, without the suspension or termination of the employment contracts of said assigned workforce, except for suspensions or terminations resulting from a worker's decision, disciplinary dismissals, dissatisfaction of the contracting entity or modification of the contract for budgetary stability reasons and unless due to a change in circumstances the company finds itself in one of the scenarios provided for in Article 51 of the Workers' Statute.

19. ESSENTIAL CONTRACTUAL OBLIGATIONS

The following shall be essential contractual obligations:

- Fulfilment of the main obligation of the contract in strict accordance with the provisions of the clauses of the contract and of these Specifications.

- Compliance with the execution period established in Clause 6 of these Specifications.

- Compliance with the guarantee period established in Clause 29 of these Specifications.

- Compliance with legal, regulatory and contractual provisions in force and those applicable in matters relating to labour, social security and health and safety at work.

- Obtaining, at its own expense, any licences and permits that may be necessary to carry out its activity.

- The provision of supplies in accordance with the provisions of the applicable sectoral regulations in force at any given time. For these purposes, both the contractor and the contractor's personnel must have all the certificates that, where appropriate, accredit compliance with any obligations required by the regulations in force at any given time.

- Compensation for all damages caused to third parties as a result of the operations required for the performance of the contract.

- The provision, without the right to additional payment, of the services that the contracting entity deems necessary for the proper development and fulfilment of the contract, such as attendance at work meetings or briefings. This obligation shall continue until the end of the contract.

- Fulfilment of the services covered by the contract in the event of a strike. If said services are not guaranteed, the contracting entity shall be authorised to enter into the necessary contracts to cover them, deducting the amount of the aforementioned contracts from its invoicing.

  During the strike period, only the amount corresponding to the supplies actually provided will be paid.

- The replacement of personnel in the event that they do not perform their duties with due diligence and efficiency, are not qualified, are careless in the provision of the supply or commit acts that are detrimental to the proper performance of the contract. This shall be done within a maximum period of 24 hours from the request made by the contracting entity to this end. The substitution of personnel shall not imply any liability for the contracting entity with regard to the contractor's relations with the personnel affected.

  Said personnel must provide proof that they have the corresponding authorisation prior to commencing their activities.

- The replacement of personnel to cover absences from work due to sick leave, holidays, time off, leave, accidents, etc., guaranteeing the effective and continuous provision of the contracted services. This shall be done within a maximum of 24 hours.

- Compliance and due accreditation of the fulfilment of any obligations to which it is subject with regard to data protection in accordance with the provisions of these Specifications and/or the applicable legislation in this regard.

The obligations established in this Clause will be essential contractual obligations for the effects provided for in LCSP article 211. f), and therefore their non-fulfilment will be grounds for the termination of the contract at the discretion of the contracting entity.

20. PROTECTION OF PERSONAL DATA

The supply that is the subject of this contract will not include or entail, by its very nature, any processing of personal data on behalf of the contracting entity.

21. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY

The contractor shall ensure for the contracting entity the peaceful use of all goods, equipment or other assets it supplies and/or installs for it under this contracting, being obliged for this purpose to grant or obtain from authorised sources, at its sole expense, for the contracting entity and at no additional cost, any licences and usage and/or exploitation rights of any such elements and/or their components (including hardware and software where applicable). All of the above is subject to the terms and conditions necessary for the contracting entity to be able to use and exploit said equipment and its components under the terms established in these Specifications and in the Technical Specifications governing this contracting.

In any case, the contractor shall be responsible for any claims relating to Intellectual and/or Industrial Property that may be made by third parties that are not a party to the contract in relation to the equipment covered by this contract and each of its components, and shall indemnify the contracting entity for all damages that may arise from claims relating to these items.

22. CONFIDENTIALITY AND DUTY OF SECRECY

Notwithstanding the provisions of current legislation on access to public information and the provisions present in the LCSP relating to the publication of the award and the information that must be given to the tenderer, the contracting entity may not disclose the information provided by the tenderer that this party has designated as confidential at the time of submitting its tender. Confidentiality relates to, among

other things, technical or trade secrets, confidential aspects of the tenders and any other information where the content of which may be used to distort competition, whether in this or subsequent tendering procedures.

The contractor must respect the confidential nature of the information to which it has access during the performance of the contract and which has been given this status in the Specifications or in the contract, or which by its very nature must be treated as such.

This duty of confidentiality shall remain in place for a period of 5 years from the date that said information becomes knowledge.

23. LIABILITY

The contractor shall be liable for the technical quality of the work carried out and the services rendered, as well as for the consequences for the contracting authority or third parties resulting from omissions, errors, inadequate methods or incorrect conclusions in the performance of the contract.

The contractor shall be obliged to pay compensation for all damages caused to third parties as a result of the operations required for the performance of the contract.

24. INSURANCE

Civil Liability Insurance.

25. PENALTIES

a) Penalties for delays.

When the contractor, due to causes attributable to it, has incurred a delay with regard to meeting any of the various deadlines set forth in these Specifications, the contracting entity may choose to terminate the contract under the terms of Clause 31 of these Specifications, or to continue with its performance. In this latter case, the contracting entity, in addition to any compensation for damages that may be applicable, will be due a penalty of 0.5 Euros per day of delay.

The contractor's default shall not require prior notice from the contracting entity.

b) Penalties for defective execution of the contracted services or non-fulfilment of any other contractual conditions.

When the contractor, for reasons attributable to this party, is implicated in the defective execution of the contracted services or has failed to comply with any other contractual conditions, at its discretion, the contracting entity may choose to terminate the contract, under the terms of Clause 31 of these Specifications, or to continue its performance. In the latter case, the contracting entity will be due a penalty of euros in addition to any applicable damages.

In this case, the penalty shall be applied according to the number of days actually required for the corresponding rectification, compliance or proper performance.

Penalties shall be paid through deductions from the amounts to be paid in full or in part to the contractor.

In any case, whether the contracting entity chooses to terminate or to continue the contract, it may unilaterally decide to continue it for as long as it deems necessary, using its own resources or those of third parties, in both cases passing on the cost of this continuation to the contractor, notwithstanding the compensation for damages and other effects established in this Clause.

26. ASSIGNMENT OF THE CONTRACT

This is not applicable, as it is understood that the technical or personal qualities of the assignor have been the decisive reason for the awarding of the contract.

27. SUBCONTRACTING

The contractor may arrange the partial implementation of the service with third parties, subject to the provisions of this Clause and LCSP Article 215, with the prior written authorisation of NEIKER.

The contractor must notify the Contracting Authority in writing, after the awarding of the contract and at the latest when the performance of the contract begins, of the intention to enter into subcontracts. It must indicate the part of the service to be subcontracted and the identity, contact details and legal representative(s) of the subcontractor, and sufficiently justifying their suitability to carry it out by referring to the technical and human resources at its disposal and its experience, and duly proving that it is not prohibited from contracting in accordance with LCSP Article 71.

The main contractor must notify the Contracting Authority in writing of any changes to this information during the performance of the main contract and all necessary information on new subcontractors.

Should the subcontractor have the appropriate certifications to perform the part of the contract that is the subject of the subcontract, communicating this circumstance will be sufficient to prove the subcontractor's suitability.

Accreditation of the subcontractor's suitability may be carried out immediately after entering into the subcontract if this is necessary to deal with an emergency situation or a situation requiring urgent measures and as long as this is sufficiently justified.

The subcontractors will be obliged only to the main contractor, which will therefore assume full responsibility for the performance of the contract before the contracting entity, in strict accordance with the Specifications, and with the terms of the contract, including compliance with the obligations in the environmental, social or labour matters referred to in LCSP Article 201.

The knowledge that the contracting entity has of the subcontracts entered into by the main contractor will not alter the main contractor's sole liability.

Payments to subcontractors and suppliers, as well as the verification of these payments will be carried out in accordance with the provisions of LCSP articles 216 and 217.

28. MODIFICATIONS TO THE CONTRACT

The Contracting Authority may modify the contract under the circumstances provided for in LCSP Article 205.

The modifications to the contract must be formalised in accordance with the provisions of LCSP Article 153.

29. RECEIPT AND GUARANTEE PERIOD

The contract will be understood to have been fulfilled by the contractor when this party has carried out the entirety of the service in accordance with the terms of the contract and to the satisfaction of the contracting entity.

At that moment, the contracting entity will determine whether or not the work is in a state to be received and complies with the established requirements and, where

appropriate, the contractor will be given the necessary instructions to rectify the defects found upon receipt.

If the work carried out is not adequate regarding the contracted service, as a consequence of flaws or defects attributable to the contractor, the contracting entity may reject it, thereby being exempt from the obligation to pay or having the right, where appropriate, to recover the amount paid.

This is notwithstanding the provisions of Clause 25, and the contracting entity may demand the corresponding penalties, in addition to compensation for damages due to delay, defective execution of the contracted services and/or the non-fulfilment of any other contractual conditions.

The guarantee period is set at 12 MONTHS from the date of implementation by the contracting entity, this period may be increased by the tenderer during the negotiation period.

If during the aforementioned guarantee period the existence of flaws or defects in the work carried out is proven, the Contracting Authority will have the right to demand that the contractor rectifies them.

Once the guarantee period has ended without the Contracting Authority having made any of the objections or the complaint referred to in this Clause, the contractor will be exempt from liability for the work carried out.

30. SUSPENSION OF THE CONTRACT

The contracting entity may suspend the contract provided that it pays the contractor the damages established in LCSP article 208.2, which for these purposes is expressly established as applicable.

31. TERMINATION OF THE CONTRACT

The contract will be terminated through its fulfilment or by termination agreed in accordance with the following regulations.

The following will be grounds for termination of the contract, at the discretion of the contracting entity:

a) A declaration of bankruptcy or insolvency in any other proceedings.

b) Delay in meeting the deadline by the contractor.

c) Non-fulfilment of the contract's main obligation.

d) Non-fulfilment of the remaining essential obligations, provided that these have been classified as such.

e) The impossibility of providing the service in the terms initially agreed, when it is not possible to modify the contract in accordance with the provisions of these Specifications.

f) The non-payment, during the performance of the contract, of salaries by the contractor to the workers participating in it, or the non-fulfilment of the conditions established in the applicable collective agreements for these workers, also during the performance of the contract.

g) In general, any breach of contractual obligations, in accordance with the provisions of Article 1,124 of the Civil Code.

h) The grounds for termination of the contract established in LCSP Article 306, which are expressly declared as being applicable, are the following:

1. Withdrawal before the commencement of the supply or suspension of the commencement of the supply for a cause attributable to the contracting entity for a period of more than four months from the date indicated in the contract for delivery.

2. Withdrawal once the provision of the supply has begun or the suspension of the supply for a period of more than eight months agreed by the contracting entity.

For any of the grounds for termination established in this Clause, said termination will take effect automatically, with no other requirement other than the contracting entity's reliable notification to the contractor of its decision to that effect.

Upon receipt of this notification, the contractor shall be obliged to immediately hand over to the contracting entity, placing at its disposal, all the documents produced to date by the contractor to carry out the contracted services. This is in addition to the remaining documentation or information that has been produced as a result of the contract, together with the documents used and handed over by the contracting entity to the contractor, all of which shall become the property of the contracting entity.

All of the above is notwithstanding the subsequent financial settlement of the contract that may be applicable, in accordance with the following provisions.

The financial liabilities that may arise from the termination of the contract for the grounds established in this Clause, as well as for any others that may be legally applicable, will be settled once the contract has been effectively terminated, without this preventing the contracting entity from continuing with its performance.

In any case of termination, the contractor shall, in principle, be entitled to receive the price of all the accepted services actually carried out.

When the contract is terminated for any reason attributable to the contractor, the contracting entity shall be entitled, in addition to any applicable damages, to an amount equal to 20% of the contract price, excluding VAT, on a cumulative basis. Both amounts will be deducted from the price pending payment to the contractor and the excess will be the subject of the corresponding claim.

Notwithstanding the above, it is expressly stated that paragraphs 2 and 3 of LCSP Article 307 apply, that is to say:

a) For the grounds for termination provided for in letter h.1 of this Clause, the contractor shall only be entitled to receive, for all items, compensation of 3% of the contract award price (excluding VAT).

b) For the grounds for termination provided for in letter h.2 of this Clause, the contractor shall be entitled to receive, for all items, 6% of the contract award price of the supplies not delivered as company profit (excluding VAT).

Lastly, the contract may be terminated by mutual agreement between the contracting entity and the contractor, in which case the rights of the parties shall be in accordance with what they have expressly stipulated.

32. LEGAL REGIME

The contract is of a private nature, being governed, with regard to its preparation, by these Tendering and Technical Specifications and, with regard to its awarding, by these Tendering and Technical Specifications and, as far as not provided for in them, by the rules established for this purpose in the LCSP (for contracts not subject to harmonised regulation entered into by public sector entities that have the status of contracting authority and are not part of the Public Administration).

As for its effects and termination, the contract will be governed by these Specifications and, in all matters not provided for in them, by the rules of private law. However, the rules established in LCSP Article 319 on “Effects and termination” will be applicable to the contract.

In addition, the LCSP and Royal Decree 1098/2001, of 12 October, which approves the General Regulations of the Public Administration Contracts Law will apply insofar that these Specifications expressly refer to these regulatory texts.

33. JURISDICTION

The contentious-administrative jurisdiction will be competent to resolve disputes relating to the preparation, awarding and contractual modifications, when their challenging is based on non-compliance with the provisions of LCSP Articles 204 and 205 and when it is understood that said modification should have been the object of a new award.

If applicable, an appeal shall be filed before the Administrative Body for Contractual Appeals of the Autonomous Community of the Basque Country in accordance with the provisions of Articles 44 and following of the LCSP.

The civil courts shall have jurisdiction to settle disputes arising between the parties in relation to the effects and termination of the contract, with the exception of the contractual modifications referred to in the first paragraph of this Clause.

Annex I. Responsible declaration template

Mr/Ms […], with address at […] and Spanish ID (DNI) […], acting for and on behalf of […], with address at […] and Spanish ID (DNI) and Spanish Company Tax ID (CIF) no. […], who has full legal capacity and ability to act, having been informed of the tender procedure [...], for the contracting of [...], hereby

STATES

One. - That, at the date of submission of this tender, he/she is not subject to any of the prohibitions on contracting established in article 71 of Law 9/2017, of 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014.

Two. - That he/she expressly accepts that the contracting entity will provide institutional transparency to all data derived from the process of tendering, awarding and execution (in the event of being successful tenderer) until its completion.

In […], on […] […] […].

[Signature]

Annex II. Financial proposal.

Mr/Ms […], with address at […] and Spanish ID (DNI) […], acting for and on behalf of […], with address at […] and Spanish ID (DNI) and Spanish Company Tax ID (CIF) no. […], who has full legal capacity and ability to act, having been informed of the tender procedure [...], for the contracting of [...], hereby

STATES

1. That he/she undertakes to carry out the performance of the contract for [...], in accordance with the following conditions:

   - Price offered under the tender:

Qty	Description	PRICE OFFERED UNIT PRICE	EXTENDED
1	GreenFeed Pasture System to include solar power, modem, wind sensor, and auto calibration. It will include 3 year supply of certified calibration gas, span gas, regulators and CO2 cartridges		
1	Cart for GreenFeed in free-stall application		
1	Neck Collar RFID reader		
1	Dual-hopper system		
1	Remote installation support and user training		
1	Shipping and Handling. Calibration gases are hazard materials and will be shipped separately from the units		
1	4 year Service contract- Will include data access, hardware and software support and maintenance. The tenderer will repair or replace all parts that wear out or break through normal wear and tear, and assure unlimited and complete access to both the raw data and processed results generated by the equipments.		
	Total price offered		

2. That he/she is aware of the contractual documentation governing the contract, which he/she expressly accepts and complies with in its entirety.

In […], on […] […] […].

[Signature]