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CONTRACTING FILE OF THE NEGOTIATED PROCEEDINGS WITH PUBLICITY OF THE  
SERVICE CONCESSION AGREEMENT FOR DIRECTION AND MANAGEMENT OF THE  
BIZKAIA INTERNATIONAL ENTREPRENEURIAL CENTRE.

## **TECHNICAL SPECIFICATION SHEET**

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## 1. INTRODUCTION

### 1.1 BEAZ S.A.U.

BEAZ, S.A.U. (hereinafter BEAZ) is regional Public Company assigned to the Department of Economic Promotion of the Regional Government of Bizkaia, the corporate object of which consists of performing all the necessary activities for promotion, development and boosting company competitiveness, to create and maintain quality jobs and, in general, to make Bizkaia an innovative, creative, dynamic, entrepreneurial territory, in which competitiveness and social cohesion constitute a guarantee of the present and future wellbeing of society in Bizkaia.

In keeping with that mission, BEAZ promotes development of entrepreneurial ventures, incubation, growth and consolidation of entrepreneurial projects and improved competitiveness of the corporate fabric of Bizkaia through innovation and internationalisation, as well as attracting companies and investment to Bizkaia to reinforce this strategy and contribute to improve the entrepreneurial ecosystem of the Territory.

BEAZ, as collaborating company of the Department of Economic Promotion, implements its strategy for promotion, development and boosting corporate competition through the following activities:

1. Management of aid programmes. BEAZ participates in management of different aid programmes that encourage creation of new companies or new business units, innovation and internationalisation projects for companies in Bizkaia.
2. Services. BEAZ offers individual entrepreneurs and companies in Bizkaia services that aim to accelerate the processes of creation, growth and consolidation of companies in Bizkaia. Within that offer of services, the following are emphasised:
  - Acceleration of entrepreneurial projects: acceleration service with external technical assistance to develop a project with high impact on the growth of the participating companies.
  - Open innovation: encouraging collaborative initiatives that have the objective of favouring the relation between reference companies, SMEs and recently created companies.
  - Intra-enterprise ventures: support for intra-enterprise ventures by companies in Bizkaia, by awareness and training in the importance of intra-enterprise ventures at medium and large sized companies.
  - Bizkaia Mentoring Network: development of a network of professional mentors to support the growth of high potential startups and entrepreneurial projects in Bizkaia.

- Europe Enterprise Network: BEAZ participates in the Europe Enterprise Network as an active member of the Basque Node; through which network it acts as intermediary in achieving and preparing international collaboration agreements for companies in Bizkaia.
  - International nodes: The Regional Government of Bizkaia has agreements with international company accelerators that allow startups in Bizkaia to enjoy temporary stays in these reference ecosystems (now Boston, Tel Aviv and Helsinki) to accelerate their projects.
3. Management of startup incubators. BEAZ has diverse seats where company incubators it collaborates with are located. Specifically, BEAZ now manages up to 8 incubation spaces differentiated according to the sector, geographic location and maturity of the projects incubated. In these spaces, the entrepreneurial spaces and startups are temporarily hosted and receive customised advice, so these are an important added value during the first phases of launching these companies.

### **1.2. The project: International Entrepreneurial Centre Bizkaia**

The Regional Government of Bizkaia, through the Economic Promotion Department and the public company BEAZ, has a long experience in encouraging entrepreneurial ventures in Bizkaia, having developed a complete ecosystem to support entrepreneurial undertakings in recent years, formed by, among others, a set of economic aid and financing options, an incubator network, a growing offer of services for company acceleration and growth, as well as a permanent relation with universities, technological centres and other agents in the ecosystem.

The present global socio-economic context points toward talent and technological and innovative undertaking as levers to economic development of the territories. Bizkaia is faced with the challenge to provide a qualitative jump regarding this undertaking of high potential and positioning at international level so as to guarantee economic and competitive development in the Territory, wealth generation, attraction and retaining talent and investment and job creation as that arising from entrepreneurial growth and development.

The present race to attract and retain high potential technological companies and talent involves having differential value proposals on site, that allow connection of the local ecosystems to the most spearhead ones, as well as with global players who validate this value proposal and the opportunity and the opportunity offered by the territory in which it is developed. These proposals must boost the scalability of startups through collaboration with companies and corporations (access to the market) and connection to other reference international ecosystems (international growth).

All this is with the added factor that the territories in which they are positioned in the earliest way is creating a competitive advantage, both from the point of view of brand generation in the territory/city, as well as critical mass generation by high potential and talented company, on the geographies that do not have a differentiated value proposal.

Within that setting, it is clear that Bizkaia, due to its geographic location, must work effectively and proactively to connect to the great volume of potential consumers who comprise the European Megapolis (also known as the Blue Banana), where the flows of people and capital are concentrated. Thus, in order to position themselves at international level, it is necessary to create a differentiated value proposal that has local as well as international agents and that position Bizkaia as a pole of reference in the South of Europe.

In this context, and in order to boost entrepreneurial growth, to strengthen the local entrepreneurial ecosystem and, in turn, to connect Bizkaia and its companies in the world, it has decided to create the International Entrepreneurial Centre of Bizkaia. The Centre shall be located in the heart of Bilbao and shall have the vocation of reinforcing the strategy to provide technological and innovative support that the Regional Government of Bizkaia promotes and articulates through BEAZ.

## 2. OBJECT OF THE CONTRACT

### 2.1. Object

The contract shall have the object of granting the direction and management service of the International Entrepreneurial Centre of Bizkaia (CIEB), according to the Cover Page, the Particular Administrative Clause Sheet, the Technical Specification Sheet and the bid by the awardee concession holder, that shall have contractual status, including their start-up, execution and development, that includes all the necessary actions for their organisation and functioning pursuant to the purpose intended.

The terms **Entrepreneurial Centre** and **International Entrepreneurial Centre** are understood as follows:

**Entrepreneurial Centre:** Space assigned to encourage development of new entrepreneurial projects and creation of new companies, in which tutorial, accompanying, training and advisory services are usually provided to mature such projects.

**International Entrepreneurial Centre:** On the basis of the definition of the entrepreneurial centre, an International Entrepreneurial Center includes the vectorial axis of international connection in all its forms, both to attract new projects and international companies to the centre, as well as for active international

promotion of the territory where it is located, as well as connection between the local entrepreneurial and corporate fabric and other international ecosystems. Moreover, within the geographic context where it is located, an International Entrepreneurial Centre would have a sufficient dimension to become a trailblazing project for entrepreneurial ventures and innovation within that territory.

## **2.2. Main objectives of the project**

The International Entrepreneurial Centre has the main objective of collaborating in encouraging technological and innovative entrepreneurial ventures in Bizkaia, positioning Bizkaia as an innovative territory worldwide and acting as an element in international connection of startups and entrepreneurial projects in Bizkaia with the most advanced international ecosystems.

Specifically, the precise objectives of the International Entrepreneurial Centre are the following:

1. To attract entrepreneurial projects, startups and corporations with high potential to Bizkaia, specifically those with high technological and innovative content, thus contributing to increase the critical mass of innovative companies within the Territory.

The aim is to achieve a quantitative and qualitative leap in the innovative entrepreneurial ecosystem of Bizkaia, for which the International Entrepreneurial Centre must be constituted as a key and reference element to attract entrepreneurial activity.

To that end, the Centre must generate the context and sufficient tools to allow the companies located there to deal with the difficulties inherent to the most premature phases of their existence, allowing them to access, survive, grow and consolidate themselves on the market.

2. To position Bizkaia internationally as a reference innovative hub in Southern Europe, thus boosting the attraction of companies and exterior investment. In line with the RIS3 priorities, a sectorial focus shall be promoted aiming at “food tech”, mobility and energy, with the digital variable as a transversal factor to the above.

The International Operator in charge of managing the Centre must work actively on international diffusion not only within the space, but also in the entrepreneurial ecosystem in Bizkaia, seeking an international repercussion to allow positioning as an innovative reference entrepreneurial hub.

3. Connect the local entrepreneurial fabric (both startup as well as corporate) to the main international reference ecosystems worldwide, so companies may be connected globally from the International Entrepreneurial Centre of Bizkaia.

This interconnection between ecosystems must allow both the temporary physical location of the entrepreneurial projects and startups in Bizkaia within the reference ecosystems, as well as encourage practical interrelation between these nodes.

4. Boost the local entrepreneurial ecosystem by actions that allow interrelation between the different agents that comprise it, thus favouring transfer of knowledge and technology between entrepreneurial projects, startups, corporations, universities and technological centres, among others.

The international operator that leads the International Entrepreneurial Centre must actively promote such relations by organising activities that allow connections between agents in the Bizkaia ecosystem to be generated and strengthened.

### **2.3. Location of the CIEB: Torre Bizkaia**

The International Entrepreneurial Centre is located in a unique building in the centre of Bilbao (Gran Vía, 1). An emblematic building has deliberately been chosen to start up this project, to allow the entrepreneurial and financial development of Bilbao and Bizkaia in the past to be evoked, in order to grant the Centre the symbolism of a key role in the future economic development of the Territory.

The building is being refurbished and adapted to respond to the needs of modern, innovative entrepreneurial activities and it is at the heart of the financial and commercial centre of the city, with immediate access to the metro, train or tram and twenty minutes from Bilbao international airport.

A total 9,542 square metres are made available to the International Entrepreneurial Centre, distributed over eleven floors, with a complementary terrace. It has all the necessary means and services to develop the intended purpose of this project. It shall have open work spaces, closed office spaces and group work rooms. It shall also have larger spaces in which more social activities, events, presentations, etc. may be carried out.

### **2.4. Obligatory services of the CIEB**

**2.4.1.** The International Concession Holder-Operator responsible for management of the Entrepreneurial Centre shall offer at least the following services:

- Logistics: continuous opening timetable 24x7, with Internet and free use of printers, room reservation and concierge service.
- International access: possibility for companies located at the IEC to access the rest of the locations the concession holder has worldwide.
- Attraction: actions to attract entrepreneurial projects and startups of interest to the companies

located there.

- Boosting the ecosystem: periodic organisation of activities and events that boost the entrepreneurial ecosystem of Bizkaia.
- International positioning: periodic organisation of activities and events outside Bizkaia to allow global visibility to be given to the companies located in the CIEB, to the actual IEC and to the Territory of Bizkaia.

**2.4.2.** Within the setting of execution of the contract and as part of the operational risk transferred, the Concession holder may establish the way in which it shall provide the aforementioned obligatory services and may propose implementation of any other services to BEAZ for it to offer the IEC user companies, within the catalogue of services at the Centre.

**2.4.3.** The Concession Holder, itself or through the corporate group to which it belongs, may not offer the IEC user companies other services, products or solutions that do not have a strict relation with the entrepreneurial, dynamization or international connectivity services that constitute the object of the contract.

**2.4.4.** The Concession Holder shall keep BEAZ permanently informed of the complete catalogue of services it offers to the IEC user companies at all times, in order for BEAZ to verify that these comply with the preceding obligations, and it authorises implementation of new services in the manner foreseen.

**2.4.5.** In the choice of user companies that apply to be hosted at the IEC or are invited to do so, the Concession Holder may give priority to companies belonging to the food tech, mobility and energy sectors, with the digital variable as a transversal factor. Notwithstanding this, it must offer all companies equal treatment in the conditions of access and may not exclude any company due to its sector of activity, or for any other reason that reveals unfair or discriminatory treatment. Ultimately, BEAZ may provide for admission of companies, previously justifying this to the Concession Holder.

### **3. ECONOMIC REGIME OF THE CONTRACT**

**3.1. Transfer of the operational risk:** The right to operate the service comprising the object of the concession implies transfer of the operational risk to the Concession Holder in the sense established in Articles 14 and 15 of the LCSP and in Section 3.3 of the PCAP.

**3.2. Exploitation of the service and tariffs:** The Concession Holder shall be remunerated by means of exploitation of the services at the International Entrepreneurial Centre, that it shall perform at its risk and venture, undertaking the operational risk stated and pursuant to the tariffs that it shall establish by

virtue of the terms set forth in Section 9.6.1. of the PCAP.

**3.3. Right to receive a price:** The contract shall also involve the right of the Concession Holder to receive the price paid by BEAZ, the amount and frequency of payment of which are established in Section 9.6.2 of the PCAP.

**3.4. Fee to be paid by the Concession Holder:** The Concession Holder shall pay BEAZ a fee for use of the goods and services comprising the object of the concession, a fee under the terms established in Section 9.7 of the PCAP.

## **4. PHASES OF IMPLEMENTATION**

### **4.1. Pre-rollout Phase**

**1. Commencement of the pre-rollout phase and obligations of the Concession Holder:** Formalisation of the contract shall give rise to its execution and opening a Pre-rollout Phase during which the Concession Holder shall perform tasks of analysis, diffusion, promotion, attraction, organisation, etc., drafting the works project to which reference shall be made in the following section, and any other preparatory actions that are necessary for adequate commencement and subsequent operation of the Centre, in relation to fulfilment of the objectives established in it.

**2. Drafting the works project and Site Management to adapt the floors and facilities to the needs of the CIEB:** Once the pre-rollout phase has commenced, the Concession Holder must deliver BEAZ the basic, execution and activity all contained in all the works, installations and services it is necessary to carry out to condition the floors assigned to the IEC in Torre Bizkaia and adapt them to the needs of the Centre determined in the management and direction project by the Concession Holder, pursuant to the specifications established in Paragraph 6 of the Technical Specification Sheet.

The projects shall refer to all the floors assigned to the diverse phases of implementation of the CIEB, and shall record sufficient detail, at the level of the execution, to perform the conditioning tasks detailed in it.

The projects shall be presented divided into separate documents for each one of the Phases of implementation of the CIEB, in order for the relevant works to be subject to separate contracting in each one of those phases.

They shall contain a health and safety study, quality control and other documentation established in the applicable regulations.

BEAZ shall facilitate the Concession Holder and the project designer the necessary visits to the Centre facilities to prepare the project.

The Concession Holder shall be responsible for hiring the project designer (natural or legal person, with technical capacity and legal authorisation to draft the works project) that it freely determines. The Concession Holder shall be the sole party responsible for the obligations arising from the contract in drafting the works project, so BEAZ shall not be held in any way liable with regard to the project designer, either under joint or subsidiary terms, nor as a substitute for the liabilities of the Concession Holder.

The Concession Holder shall be held liable to BEAZ for the errors or defects in the project that are incurred by the project designer.

The Concession Holder must deliver the projects within the terms established in the “Schedule foreseen for Works” Section in Paragraph 6 of the Technical Specification Sheet.

The Concession Holder shall also be responsible for hiring the Site Management for the works (natural or legal person, with sufficient technical capacity and legal qualification) it may freely determine, according to Paragraph 6 of the Technical Specification Sheet. The Concession Holder shall be the sole party responsible for the obligations arising from the Site Management contract of the works, so BEAZ shall not bear any liability whatsoever regarding the contractor in charge of these, either under joint or subsidiary terms, nor as a substitute for the liabilities of the Concession Holder.

BEAZ shall be responsible for execution of the works, installations and services recorded, as well as their supervision and auditing, by the means that it establishes itself and obtaining the relevant permits, without prejudice to the relevant liabilities for errors or defects in the project.

From the price of the service concession contract stated for Phase 0 in point 3 of Paragraph 9.6.2.1 of the PCAP, BEAZ shall pay the Concession Holder a total lump sum of FIVE HUNDRED AND EIGHTY-FIVE EUROS (€ 585,000), ex-VAT, to cover drafting the projects and Site Management of the works. Any deviation above that sum shall be borne by the Concession Holder.

**3. Conclusion of the pre-rollout phase:** This phase shall end when, having concluded the adaptation and conditioning works of Torre Bizkaia, BEAZ makes Phase 1 available to the Concession Holder, the deadline being set on 31st December 2022.

Once the deadline of 31st December 2022 has elapsed without the IEC having effectively been started up for reasons not due to the Concession Holder, the parties may extend it by common agreement for the time they deem appropriate, or terminate the contract. In the event of termination, as compensation for

any damages and losses that may have been caused, and renouncing the power of the courts to moderate, the Concession Holder may retain all the sums received up to that moment for itself.

#### **4.2. Phase 1**

Phase 1 is mandatory for the Concession Holder and shall start with the facilities being made available to the Concession Holder by BEAZ and it starting up the CIEB, to which end the parties shall sign the certificate according to the form provided in Addendum 12, and it shall conclude the preceding pre-rollout phase.

Phase 1 shall include adaptation of four floors in the Torre Bizkaia building (floors 6, 7, 8 and 9), with a total area of 4,085.67 m<sup>2</sup>; and the terrace, with an area of 234.00 m<sup>2</sup>.

It may also include opening the reception services on the ground floor of the building, according to the criteria for organising access and security that BEAZ transfers to Concession Holder.

The premises shall be delivered to the Concession Holder, for Phase 1 and the following ones, fully conditioned for commissioning, that is, including the necessary services for the purpose, as established in the documents of this tender and in the relevant projects.

Selection, acquisition and installation of the furniture for Phase 1 and following ones shall be performed by the Concession Holder, according to Paragraph 8 of the Technical Specification Sheet. This heading includes chairs, tables, shelves, counters, desks, armchairs or other kinds of furniture, cabins, fittings, utilities, tools, equipment, computer hardware and, in general, any moveable elements that are available for the uses to which the IEC facilities are assigned, even their decoration.

Within the service concession contract price, BEAZ shall pay the Concession Holder the price of the award arising from the tender within the maximum rate of FIVE MILLION EUROS (€ 5,000,000), ex-VAT, to cover the acquisition and installation of the furniture defined in the preceding paragraph. Any upward deviation in the award price for this item shall be borne by the Concession Holder.

The total lump sum of TWO MILLION EUROS (€ 2,000,000), ex-VAT, from the above sum shall be assigned to Phase 1.

During execution of that Phase 1 and the following ones, the Concession Holder may distribute or enable spaces so as to best accommodate its needs and the services offered, as long as these do not imply the need to perform works in the building. Performance of works, that shall be borne at the expense of the Concession Holder, must be specifically authorised by BEAZ, by prior request justifying these.

Performance of the works without prior authorisation shall be considered a breach of the conditions of the contract and shall involve the relevant penalty, pursuant to the terms established in the PCAP and other contractual documentation, in addition to the obligation of the Concession Holder to restore the premises to their original state and condition, should BEAZ so request.

The concession holder shall be bound to provide full maintenance of the facilities and spaces made available to it, both in Phase 1 as well as all the following ones, under the terms established in Paragraph “8) TECHNICAL CONDITIONS FOR FULL MAINTENANCE WITH TOTAL GUARANTEE OF THE WORKS AND INTERIOR FURNISHINGS” of this Technical Specification Sheet.

The Concession Holder shall bear the expenses of maintenance, security, cleaning and insurance of the floors that are progressively enabled for the CIEB service, in this Phase 1 as well as the following ones, including the following:

- **Full maintenance expenses.** Includes integral maintenance of the building equipment, according to Paragraph 8 of the Technical Specification Sheet.
- **Security expenses.** This includes an unarmed security surveillance service 24/365, including own security system.
- **Cleaning expenses.** Includes general cleaning and that of the workstations.
- **Insurance expense.** Includes:
  - Illness and accident insurance for all its employees assigned to the contract and of workers employed by the subcontractors the Contractor contracts, pursuant to the Law or the sectorial or specific agreements.
  - Civil Liability Guarantee in its aspects of general, labour accidents, damage to the building comprising the object of the contract, damage to the moveable assets entrusted and guaranteeing legal defence and civil and criminal bail.
  - Full risk insurance for material damage of assets owned by the Awardee of this contract.

#### 4.3. Phase 2

Phase 2 shall include enablement of the additional five floors of the Torre Bizkaia building (floors 10, 11, 12, 13 and 14), with a total area of 3,897.95 m<sup>2</sup>. Enablement of additional floors shall involve application of the same contractual conditions, rights and obligations as Phase 1.

Opening Phase 2 shall be discretionary for the Concession Holder, that must state its will to open it within a maximum term of four years from opening Phase 1.

It shall not be mandatory to open all the floors of Phase 2 at the same time. The Concession Holder may opt to open them all, or to enable one or several, simultaneously or successively, all within the maximum

term of four years from opening Phase 1.

The object of the concession shall be limited at all times to the number of floors enabled, and the relevant financial remuneration (payment by BEAZ to the Concession Holder of the price of services and furniture; and payment of the fee by the Concession Holder to BEAZ) shall be adjusted in proportion to the number of floors enabled.

BEAZ shall pay the Concession Holder a total lump sum of TWO MILLION EUROS (€ 2,000,000), ex-VAT, to cover the acquisition and installation of furniture in Phase 2, according to the item defined in the preceding section, that corresponds to opening all the floors in Phase 2. If the Concession Holder opts to open only one floor, or to open them both at different moments, the price shall be adjusted in proportion to the number of floors enabled at each moment. Any deviation on the cost of the furniture, above the sums set, shall be borne by the Concession Holder.

During the period while Phase 2 is not implemented, BEAZ may use its floors and premises for the purposes it deems appropriate, although it must maintain them so as not to hinder opening that Phase as soon as the Concession Holder declares its intention to proceed to do so.

Once that maximum term of four years has elapsed without starting up Phase 2 totally or partially, it shall be understood that both parties renounce its opening, the relevant floors not enabled being made fully available to BEAZ.

Notwithstanding this, the Concession Holder may propose that BEAZ fully or partially enable Phase 2 at a moment after the aforementioned deadline has elapsed, as long as BEAZ is able to release the relevant floors and make them available to the Concession Holder, and it shall bear the expenses and costs arising in such an event.

#### **4.4. Phase 3**

Phase 3 shall include enablement of an additional two floors of the Torre Bizkaia building (floors 15 and 16), with a total area of 1,559.18 m<sup>2</sup>.

Opening Phase 3 shall be discretionary for the Concession Holder, that must state its will to open it within a maximum term of four years from opening Phase 2.

It shall not be mandatory to open both floors of Phase 3 at the same time. The Concession Holder may opt for a single one and enable the following one at a subsequent moment or not open it, all within the maximum term of four years from opening Phase 2.

The object of the concession shall be limited at all times to the number of floors enabled, and the relevant financial remuneration (payment of the price by BEAZ to the Concession Holder for services and furniture; and payment of the fee by the Concession Holder to BEAZ) shall be adjusted in proportion to the number of floors enabled.

BEAZ shall pay the Concession Holder a total lump sum of ONE MILLION EUROS (€ 1,000,000), ex-VAT, to cover the acquisition and installation of furniture in Phase 3, according to the item defined in the preceding section, that corresponds to opening all the floors in Phase 3. If the Concession Holder opts to open only one floor, or to open them both at different moments, the price shall be adjusted in proportion to the number of floors enabled at each moment. Any deviation on the cost of the furniture, above the sums set, shall be borne by the Concession Holder.

During the period while Phase 3 is not implemented, BEAZ may use its floors and premises for the purposes it deems appropriate, although it must maintain them so as not to hinder opening that Phase as soon as the Concession Holder declares its intention to proceed to do so.

Should that term elapse without Phase 3 being implemented, it shall be understood that both parties renounce its opening, the relevant floors thus being fully available to BEAZ.

Notwithstanding this, the Concession Holder may propose that BEAZ fully or partially enable Phase 3 at a moment after the aforementioned deadline has elapsed, as long as BEAZ is able to release the relevant floors and make them available to the Concession Holder, and it shall bear the expenses and costs arising as appropriate.

#### **4.5. Possible amendment of the contract: phase 4**

Pursuant to the terms set forth in Section 9.8 of the PCAP, the contract may be amended in the sense of adding a Phase 4, consisting of opening one or two additional floors. That case shall be governed by the terms set forth in said Section 9.8 of the PCAP.

## **5. GENERAL ORGANISATION**

### **5.1. Personnel**

The Concession Holder shall provide the necessary staff to perform the service efficiently, according to the objectives established by the CIEB, the services to be provided to user companies, the conditions tendered in its bid and the other obligations and conditions established in the PCAP.

The staff assigned by the Concession Holder, with the number of employees freely determined, must be sufficient to provide all the services indicated in these sheets and other contractual documentation and to cover at least the following areas of responsibility: direction and management of the CIEB; enhancement; attracting companies; attention to companies located in the CIEB; coordination with external agents and entrepreneurial centres; contact and coordination with BEAZ; promotion and commercialisation; administrative tasks, reception and telephone and telematic attention.

For the purposes of this contract, the personnel assigned to this contract shall only be considered that located in the IEC and that it has at its actual Work Centre.

## **5.2. Material and technical resources**

The Concession Holder shall have the necessary material and technical resources to perform the service effectively, according to the objectives established for the CIEB, the services to be provided to its user companies under the conditions tendered in its bid, and the other obligations and conditions established in the PCAP.

The resources must include office material, for office computing, printing, telecommunications, Internet connection by WiFi and Ethernet, projectors, monitors and, in general, where necessary, to fulfil the objectives set and provision of the services established.

## **5.3. Web domain and site**

By common agreement, the Concession Holder and BEAZ shall set up a web site to describe and present the International Entrepreneurial Centre of Bizkaia, the services it offers, the activities it develops and fulfilment of the other purposes of the contract.

The web site shall adequately identify BEAZ as the owner of the International Entrepreneurial Centre and the image of the Regional Government of Bizkaia, by using the relevant isotypes and links.

The relevant web site and domain shall be owned by BEAZ in all cases.

The web site shall be compatible with others that BEAZ enables or uses to distribute the activities of the Centre or the entrepreneurial strategy of Bizkaia.

The Concession Holder may host the relevant information of the IEC on its own domains or web sides, under supervision and authorisation by BEAZ, and adequately identifying that BEAZ is the owner of the International Entrepreneurial Centre, with the image of the Regional Government of Bizkaia.

#### **5.4. Coordination with the awarding body, supervision, inspection and information**

1. The Concession Holder shall provide the service in constant coordination with BEAZ, through the contract manager of the awarding entity, providing it information in real time on the activities, initiatives, projects and services it is developing at all times, and that must fulfil the instructions received for coordination with the activities and initiatives inherent to BEAZ.

2. The Concession Holder shall act at all times under supervision and inspection by BEAZ, providing access to the facilities of the Centre and all the relevant information for its activity, as well as the inspections and checks that the company awarding may deem appropriate to monitor the project. BEAZ shall establish the specific frequency of the monitoring meetings with the Concession Holder, and shall call it to as many extraordinary meetings as it deems appropriate, the Concession Holder being bound to attend on all occasions when BEAZ calls it.

**3. Information on labour contracts:** The Concession Holder shall provide BEAZ the labour contracts and other social-labour documentation for all the persons assigned to execution of this contract.

**4. Annual activities programme:** The Concession Holder must fulfil its proposal of events and the diverse programmes that define performance of the project and it must update its proposals, projects and forecasts on an annual basis, maintaining the level year after year. The Concession Holder must deliver BEAZ an annual programme of activities and a schedule of events, within the month of January each year, related to the activities of the financial year that has begun.

**5. Annual technical and financial report:** The Concession Holder must deliver BEAZ an annual technical and economic report during the month of January each year, related to the activities of the IEC in the preceding financial year.

The technical report shall include the activities and key indicators established in the proposal of methodologies to attract companies, to boost the IEC and to enhance the ecosystem of Bizkaia, and any additional indicators that BEAZ considers necessary.

In the financial report, under the responsibility of the deponent, the Concession Holder must submit accounts to justify expenses and revenue, including the relevant receipts, both their own as well as those of related subcontractor companies (according to section 3 of Article 42 of regional by-law 11/2013, of 5th December, on company tax).

**6. Keeping separate accounts:** The Concession Holder shall be bound to keep separate accounting for all the revenue and expenses of the concession, that must be available to BEAZ.

In this, it must duly record all the expenses and revenue obtained from the considerations agreed, with accounting separation of the revenue from public contributions and others from the fees paid by the users of the services.

7. The Concession Holder must also fulfil the obligations of information established in Section 9.9.9 of the PCAP and in the rest of the contractual documentation.

### **5.5. Linguistic conditions**

The contracts entered into by BEAZ shall be subject to the double official linguistic policy established by Article 6 of the Statute of Autonomy of the Basque Country and Basque Law 10/1982, of 24th November, basic on standardisation of the use of the Basque language, as well as the rest of the regulations of the Autonomous Community and Regional Government on the matter.

Thus, all the signage in the CIEB, its brochures, circulars, information material, promotion, enhancement or advertising, the web site and, in general, any element that contains relevant information the companies using the IEC must be drafted in Basque and Spanish.

Likewise, the Concession Holder must guarantee that the staff attending the public and the IEC user companies have sufficient knowledge of both languages to allow fluent communication in all cases.

All this is without prejudice to use of English or any other foreign languages that the activity of the IEC may require in its diverse services, activities and initiatives.

### **5.6. Exclusivity condition**

The Concession Holder may not establish new IECs in the northern region of Spain (Basque Country, Navarra, Cantabria, Asturias, Galicia, Castilla y León, Aragón, La Rioja) during the whole term of the contract. It may not open new international entrepreneurial centres in Spain until Phase 2 of the IEC reaches 80% occupation.

At its discretion, BEAZ may authorise opening of new international entrepreneurial centres, specifically and by certifiable means, at the request of the Concession holder, in cases in which BEAZ considers that the small size, location, objectives or other circumstances of the centre do not involve direct competition with the IECB.

The Concession Holder may not provide the services comprising the object of the contract to professionals, private companies or public entities, or to some through the others, within the

territory of the Autonomous Community of the Basque Country.

#### **5.7. Registered office of the user companies**

The user companies may establish their registered office at the IEC itself, with prior authorisation by BEAZ and being able to use the name of the IEC for that purpose as well as its postal address.

## **6. TECHNICAL CONDITIONS TO DRAFT THE BASIC AND ACTIVITY PROJECT, THE PROJECT FOR EXECUTION AND SITE MANAGEMENT OF THE INTERIOR FIT-OUT WORKS**

### **6.1. Object and objectives of the project**

#### **6.1.1. Object of the project**

The contractual object consists of the work to draft the Basic and Activity Project for the complex; drafting the Execution Projects of each of the different phases of occupation foreseen, and the site management of the interior works to fit-out the following building:

BUILDING ASSIGNED TO THE INTERNATIONAL ENTREPRENEURIAL CENTRE OF BIZKAIA, located at C/ Gran Vía no. 1 in Bilbao.

According to and in keeping with the content of the Execution Project of the general facilities and in keeping with the technical sectorial, municipal, regional and state regulations currently applicable, that shall have the relevant full development in the different phases detailed below and as a result of this tender. There shall be a sole tender for the object of the contract and bids that refer solely to performance of part thereof shall be rejected.

Performance of the different work shall be subject to the planning detailed in the section 4.- *SCHEDULE AND PLANNING* of this addendum. BEAZ S.A.U. (hereinafter BEAZ), by certifiable notification, shall establish commencement of the time assigned to execution of each one of the jobs, establishing the commencement and conclusion of these. Likewise, BEAZ reserves the right to suspend the work for the time it may consider necessary up to a maximum of 12 months or, failing that, to cancel the successive landmarks, without that cancellation granting any right whatsoever to the awardee regarding work not commenced.

Payment for drafting the projects detailed in this addendum is subject to these being usable to

obtain as many permits and licences as necessary for their execution, and to specific approval by BEAZ or whoever is appointed for that purpose. The concession holder and project designer shall be bound to include as many corrections and rectifications as necessary, at the request of the competent authorities, to obtain such licences. Not obtaining the relevant administrative licences of works and/or activity based on the contractual Projects shall entitle BEAZ to terminate this obligation and it may commission the drafting of new projects, in which case the Concession Holder shall forfeit the right to total or partial collection of the fees accrued thereby and, moreover, shall bear the damages and losses arising from the delays in starting up the operation of the facilities this tender concerns.

#### **6.1.2. Technical description of the service comprising the object of the tender**

##### **6.1.2.1. Drafting the basic and activity project**

On the basis of the main object of the tender and the detailed bid by the bidder, work to draft the basic project of the set of maximum occupation foreseen (with detail of the modifications that may arise when each phase comes into operation) and work to develop the enabling characteristics to formalise the activity (even to obtain the classified activity licence, if necessary), by the competent administrations.

##### **6.1.2.2. Drafting the execution projects of the successive phases.**

Based on technical details that are provided by the company bidding in its bid, drafting the Execution Project documents for the different phases stated below, that allows justification of the technical feasibility of the fixtures foreseen pursuant to the regulations in force, the works tender pursuant to the Public Sector Contracts Act, and development and execution of the works pursuant to the regulations in force, containing the design, representation of construction technical solutions and calculation, detail drawings, justificatory technical addenda, detailed specifications, temporary scheduling of the project execution, detailed budget, author's signature and professional association approval.

##### **6.1.2.3. Qualified site management**

To carry out performance of the Execution Project, establishing the adaptations, complementary details and/or amendments that may be required for correct execution of the works concerned. According to the regulations in force, the Site Manager shall be the agent who, forming part of the qualified management, shall direct performance of the works in the technical, aesthetic, town planning and environmental aspects, pursuant to the Projects defining it, the legality of the regulations and the activity to be performed and other required authorisations, and the conditions

of the contract, in order to assure they match the objective proposed. Likewise, the site management of the works must align with the Technological Assistance service hired for the purpose in the works phase and assure correct coordination of the interior implementation of equipment and systems with the building.

#### **6.1.2.4. Guarantee period**

Supervision of the Guarantee and After-Sale phase of the building, planning the technical solutions for possible pathologies to be corrected and directing execution of those corrections. Attention to complaints by future users of the building and, finally, issuing the relevant report to approve reimbursement of the guarantee the Contractor must provide.

#### **6.1.3. General objectives**

The general objectives of the project are to provide fulfilment of the work programme and scope of the tender within the basic parameters listed and to provide a response to the objectives established, undertaking a proposal that responds to the objectives of scope, costs, terms and qualities foreseen for this building. This work shall be performed with the main objective of providing an adequate response to the needs listed, with a building according to the criteria described and the regulatory, physical, legal and economic environment in which it is set, with special emphasis on the environmental and sustainability aspects, as well as maintenance and future useful life of the building, on the basis of the documents and/or projects previously studied and drafted.

The aim is to undertake the building proposal and projects so as to allow commencement and development of the building works within the shortest possible term, on the basis of the tender previously submitted, that is the basis of this tender.

At all times, the Site Management Team must consider and understand that the cost to service ratio is a priority, preference being given to choice of units of work that, while correctly matching the relevant regulations, in addition to the advantages inherent to their execution, manage to minimise and simplify maintenance during the whole useful life of the building; preference shall also be given to systems with a long useful life, with minimum maintenance and with units of work it is easy to inspect, maintain and, if appropriate, to replace.

### **6.2. Scope of the contractual site work**

#### **6.2.1. Scope**

The scope of the Site Work to be contracted under direct supervision by BEAZ or whoever it may appoint shall be that detailed below:

- a. Review, adaptation and adjustment of the existing prior documentation, if appropriate, (Works Execution Project for the fit-out and for the General Installations). To that end, the bidder bears the changes and amendments that, within the basic scope of the project, (its basic building parameters), that its proposals for adaptation or optimisation of the Execution Project submitted in the tender phase may give rise to.
- b. Adaptation of the requirements of the tender and its minimum requisites for installations in the IECB.
- c. Drafting the Basic Project for the set of equipment foreseen, detailing (if necessary) the modifications arising in each phase of occupation, the parts previously occupied and in use.
- d. Drafting the Activity Project (even if the classified activity is necessary) of the Building and/or partial ones of the different activities.
- e. Drafting the Execution Project of the complete interior fit-out works within the full scope of the building, with the breakdown of phases detailed in this addendum.
- f. Site Management of the works to be executed. Works Management and Execution Management with specific exclusion of health and safety coordination on site, that shall be contracted independently by BEAZ or whoever it may appoint.

Under complementary terms, performance of the site management work in each phase shall involve the following tasks under direct supervision by BEAZ or whoever it may appoint:

- a. Drafting the requisite documentation on labour safety matters in the project phase, pursuant to the regulations in force.
- b. Collaboration with BEAZ, or whoever it may appoint, and response to the technical requirements it may consider.
- c. Energy Certification of the building. The assessment may be made by the general option, using the CALENER VYP program (or if appropriate, the Unified Tool).
- d. Environmental Assessment applying the IHOBE Sustainable Building Guide for administrative buildings and offices in the C.A.P.V.  
[http://www.euskadi.eus/contenidos/documentacion/guia\\_edificacion/es\\_pub/adjuntos/guia\\_edificios\\_administrativos\\_oficinas2015.pdf](http://www.euskadi.eus/contenidos/documentacion/guia_edificacion/es_pub/adjuntos/guia_edificios_administrativos_oficinas2015.pdf)
- e. Verification pursuant to DECREE 178/2015, of 22nd September, on energy sustainability in the public sector of the Autonomous Community of the Basque Country.
- f. Adaptation of the Building Book and Manual for Use and its General Maintenance, with regard to the scope of the works described.
- g. Assistance, if required to provide such, within the scope of its competences, in the contracting to be performed by BEAZ, or whoever it may appoint, in the building in

relation to the works to be executed.

- h. Development and support for the technical services of BEAZ, or whoever it may appoint, in the processing, within the scope of its competences, before the competent administrations, of the necessary documents and until obtaining the different authorisations, licences, permits and/or classifications, among which there are the following:
  - Municipal building permit.
  - Activity Licence (even if a classified activity is required).
  - Licences for the different classified activities (if they are separate from the main activity) for the building and, if necessary, and among them, the following are detailed under general non-exclusive terms:
    - For Garage, Ventilation, Electricity and Fire Security.
    - Air conditioning, Boiler rooms, etc.
    - Installations of all kinds before competent administrations and supply companies.
  - Sectorial Authorisations if necessary: Basque Government, Delegation for Industry, or others.
- i. In addition to the qualified Site Management, inclusion of the following tasks:
  - Infographics with at least four differentiated views of the building interior.
  - Energy study of the building, including modelling the building based on its characteristic parameters (exterior walls, apertures in the façade, internal loads, ventilation) and climate profile, as well as drafting an annual energy Demand and Consumption Report.
  - Acoustic study to justify the requirements in all the rooms of the building.
- j. Inclusion of the overburdens included by the bidder in its tender and those related, if appropriate, to the specific works in its bid, acoustic verification and management of the eco-design, or those that, being part of the bid, have been accepted by BEAZ and included in the contract.

All the project documents shall be delivered in at least 4 approved copies printed on paper, as well as on digital media, with documentation in compatible formats with Revit, AutoCAD, BC3, Pdf, Word and/or Excel.

#### **6.2.2. BIM methodology**

The project must be drafted pursuant to BIM methodology. To that end, the team drafting the project shall have the modelling of the complete building in Revit format or in free exchange IFC format, on which they the definition of the construction project shall be developed, and that shall be the main source of information and obtaining data on the execution project. The definition of

the model arising from the project shall be minimum detail pursuant to standard LOD 300, and this shall include the full building maintenance procedure.

### **6.2.3. Terms to prepare the projects and architectural proposal**

The schedule and development of the projects, in their different phases, must be agreed with the representatives of BEAZ, or whoever it appoints, based on the prior proposal drawn up by the design team at the first project monitoring meeting, to be held after the resolution on this tender. In any event, extension of the term to draft the different works documents is not an object of this tender. The terms to draft the different documents must comply with the forecasts set forth in this tender, and these may not be shortened in any case. Likewise, BEAZ, or whoever it may appoint, shall establish commencement of drafting the documents in writing, the designer not being able to commence without prior authorisation, and not giving rise to any financial compensation, if that certifiable act of notification of commencement has not taken place.

### **6.2.4. Management, inspection and certification of the works**

The concession holder must also hire the Site Management (Architect) and the Works Execution Management for these by a Draftsman or Technical Architect (for the set of building works of the different phases). The Technical Team must include the Health and Safety Coordinator, who shall be authorised by BEAZ, or whoever it may appoint, during the Project phase, to be able to schedule meetings between the Project Drafting Team and the Coordinator.

The functions of the Site Management (Works Management and Execution Management), under direct supervision by BEAZ or whoever it may appoint, shall be as follows:

#### **6.2.4.1. Quantitative control.**

The Site Management for the works shall carry out all the necessary operations to check the works executed each month and their relevant valuation, according to the following activities under direct supervision by BEAZ or whoever it may appoint:

- Measurement of concealed works before they are covered over.
- Monthly measurements of works executed according to the project prices, or possible authorised reforms.
- Valuations of works executed according to the project prices, or possible authorised reforms.
- Drawing up the draft of appraised lists of monthly certifications with approval by the Contractor.
- Control of certifications and budget.

- Drawing up and updating the comparative graphs of works performed and of works scheduled.
- Appraisal of unforeseen events.
- Proposals of contradictory prices for their discussion with the Contractor.
- Preparing reviews of the relevant prices, as appropriate.
- Preparing an end of works financial report.
- Original measurement and appraisal and final liquidation of each works, and total.
- Control, financial and deadline monitoring. Deviations in the different parts of the works and overall.

The Site Management must control strict fulfilment of the maximum amount of the works established for the object of the contract, and this may not be exceeded in any case. Likewise, not reaching the amount of works foreseen shall not entitle recovery of that remainder by the Concession Holder.

Any modification of the works with regard to the approved projects must inexcusably be agreed with BEAZ, or whoever it may appoint, for technical monitoring of execution of the works, and this may not be signed off without its approval.

#### **6.2.4.2. Qualitative control.**

The Site Management shall carry out all the necessary operations to control the quality of the works executed and their relevant functionality and fitness for use, conducting the following activities under direct supervision by BEAZ or whoever it may appoint:

Quality control of the materials and works execution, taking into account what is specified in the Technical Standards applicable in each case and/or condition sheet of the Projects. During execution of the works, the Site Management shall extend surveillance of the whole process to cover their performance. At all times, the management personnel shall require fulfilment of the terms set forth in the Projects regarding the execution system.

On a monthly basis, the Site Management shall draft reports on the progress and quality of the work, as well as their compliance with the approved Works Plan and the quality level established.

In the event of the works being halted or a sharp reduction in the rate of the works, the Site Management shall state the reason and responsibility of the Contractor in the relevant report. It shall apply the same procedure in the case of damage to third parties due to the works, or any other major contingency.

Any on-site modification of the projects approved must inexcusably be agreed with BEAZ or whoever it may appoint to perform the technical monitoring of execution of the works, and this may not be signed off without its approval.

#### **6.2.4.3. Activities to be performed by the Site Management:**

Those of the Site Management and Execution Management pursuant to the regulations in force. Merely for the purpose of illustration, although not an exhaustive list, the activities to be carried out by the Site Management shall be as follows:

- Prior actions:
  - Examination, checking and declaration of approval pursuant to the geometric reality and fitness for the ends foreseen in the Projects. Recognition of the different floors to be enabled and of the neighbouring areas that may have an influence on performance of the work.
  - Contacting the other agents involved in the building process in coordination with BEAZ or whoever it may appoint.
- Intervention during the works:

An agreement shall be reached with BEAZ, or whoever it may appoint, regarding the day of the week foreseen for site visits by the Site Management. The frequency of these visits shall be weekly. Notwithstanding this, according to the complexity of the phase of works under execution, that frequency may be extended or reduced at the discretion of the technical services follow BEAZ, or whoever it may appoint. Any incident arising during the course of the works shall be reported to a BEAZ, or whoever it may appoint, which shall adopt the necessary measures as appropriate.

During execution of the works, the Management shall perform at least the following acts under direct supervision y BEAZ, or whoever it may appoint:

- Control of the deadlines and works schedule:
  - Control and monitoring organisation of the works, as well as fulfilment of the Works Schedule and deadlines, both partial as well as for the overall works.
  - Monthly report on the aspects stated in the preceding paragraphs, with special detail to deviations or non-compliances, analysis of the causes of such and proposals to correct them.
- Financial control:

- Measurement of the units of works executed, pursuant to the conditions established in the Project. This shall be performed on a monthly basis and in the partial liquidations made with to the Contractor.
  - Preparation of the appraised lists of works executed, according to the works contract price list and possible modifications approved by BEAZ, or whoever it may appoint. These shall be performed monthly and in the liquidations made with the Contractor.
  - Control and monitoring the financial evolution of the works and analysis of deviations in the different parts of the works and overall, against the terms foreseen in the valuation of the schedule of contractual works.
  - Appraisal of contingencies and proposal of new actions. Their authorisation shall be arranged with BEAZ or whoever it may appoint for technical control of the works.
  - Monthly report on the aspects mentioned in the preceding paragraphs, with special detail of deviations or non-compliance's, analysis of their causes and proposals for their correction.
- 
- Along with the above Report, a monthly budget consolidation and review document shall be drawn up, including the modifications that have arisen during the month.
  - Periodic site attendance, at least weekly.
  - Graphic and written works orders.
  - Certification of the works.
  - Reports to fulfil the works planning and financial situation.
  - General prior planning and methodology regarding the way to carry out the Technical Assistance tasks.
  - Coordination and monitoring all the work areas and the relevant personnel.
  - Detailed study and review of the Works Projects, as well as all data and antecedents available, and the tender by the awardee Contractor.
  - Review of the Works Plan to be submitted by the Contractor after the award.
  - Joint performance of the agreement with the Contractor of the inspection project programme.
  - Control and monitoring the equipment inspection work.
  - Review of the machinery and auxiliary means to be used.
  - Review of the list of subcontractors and workshops, prior to approval by the Owners.
  - Control and monitoring the definitively approved Work Schedule.
  - Supervision and control to ensure the Contractor complies with the conditions of the Contract.

- Supervision and control to ensure the works are performed pursuant to the original Specifications and Project.
- Preparation of the necessary graphic and topographic documentation for the Layout Certificate.
- Defining the technical aspects that may arise with regard to interpretation of drawings, conditions of the materials and execution of the works, without the contractual conditions being amended.
- Provider supervision and control.
- Operations supervision and control.
- Reception of manufactured site materials and prefabricated elements.
- Reception of prefabricated elements and industrial plant (mechanical and electrical equipment, etc.) on site.
- Foreseeing possible technical or economic incidents and report on the solutions.
- Study of the proposal of issues arising during the works and that prevent normal fulfilment of the object of the contract or that make its amendment advisable.
- Defining normal changes in works, updating or preparing new site drawings and their estimates.
- Preparing the necessary documentation for contacts, requests for easement permission and the necessary authorisations by Official Bodies and from private concerns affected by execution of the works and resolution of issues arising from utilities and easements related to such.
- Proposal to impose penalties.
- Preparing the memorandum and addenda for the proposed Works Liquidation.
- Documents on matters that may be require future review.
- In urgent or serious cases, to collaborate with BEAZ, or whoever it may appoint, in directing certain operations or work in progress, obtaining the necessary resources for the purpose from the Contractor.
- Review and monitoring the Quality Control Programme and Plan.
- Drafting and preparing Reception of the Works.
- State of Guarantees.
- Taking Minutes of all the meetings.
- Photos, videos, documentation, etc., to be made during the works.
- Environmental quality and management:
  - Monitoring the Quality Assurance Plan and the Contractor's Environmental Assurance plan according to the terms established in those Plans.
  - Fulfilment of the Quality Control Plan: Implementing the determinations of the Site Quality Control Plan. A monthly review of the content of the Quality Control Plan shall be carried out, including the modifications that have been generated

during the month, preparing a consolidated and reviewed document that shall substitute the one in force during the preceding month. Planning shall also be made of the tests and controls foreseen for the coming month.

- Maintaining the Quality Control Book pursuant to the specifications of Decree 209/2014 of 28th October by the Basque Government.
  - Drafting the Quality Control Certificate pursuant to Decree 209/2014 of 28th October by the Basque Government.
  - Valued appraisal of the tests conducted. The budget shall be drawn up monthly and shall include the modifications approved since the previous month.
  - Monthly report recording the aspects stated in the preceding paragraphs.
  - Monthly report recording monitoring, corrective and improvement actions of the Environmental Assurance Plan.
  - Processing the documentation required by the Technical Control Office until issue of the Favourable Reports.
- Activities during the End of Works and Reception phase according to the following section:

#### **6.2.4.4. End of Works:**

The Site Management shall be bound to deliver the promoter the documentation referred to in Article 7 of the Building Regulations Act (*LOE*), comprising the Building Book. Likewise, on completion of the work, it shall be bound to record these faithfully in the as-built graphic documentation, both in 2D format as well as BIM format, adapting the model submitted to the real conditions of the building, in addition to all the content of the *installations projects* that must be lodged with the Delegation for Industry, collaborating with the respective authorised installers who have taken part in the works in compilation of the data to prepare the projects, including all the modifications and updates arising during their start-up and/or legalisation.

It shall deliver 4 approved copies printed on paper of all the end of works documentation, as well as on digital media, with the documentation in formats compatible with Revit, AutoCAD, BC3, Pdf, Word and/or Excel.

- The minimum documentation of the end of works Project shall be:
  - End of works project: drafting the consolidated document of the Execution Project that defines the final state of the works with the amendments included during it.
  - End of Works Certificate.
  - Final Quality Control Certificate.
  - Legalisations of the Installations.

- Complementary documentation: updating and delivery of the Individual Files for each of the elements (with linked annexes, unrelated premises and garages) in the building, as well as the Schedule of Qualities of the building.
  - Updating the building costs, Statistics Forms, Sustainable Building Guide, Manual for Use and Building Book.
  - Energy Certification and other documents.
  - Final Waste Management documentation.
  - Use and Maintenance Manual.
- 
- Reception and Liquidation:
    - Prior report and preparation of the documentation for provisional reception and liquidation of the works.

#### **6.2.4.5. Guarantee period. Activities during the works guarantee period.**

Periodic meetings shall be held from initial reception of the works and until definitive reception, called by BEAZ or whoever it may appoint. Prior to and in preparation for conclusion of the guarantee period and definitive liquidation of the works, a report shall be drawn up on concealed issues or flaws that may have arisen during the guarantee period and the necessary documentation shall be prepared to proceed to return the guarantee.

Complementary activities:

- Building Maintenance and Use Manual. The manual will be prepared from the base document of the main fit-out works, adapting it to the particular features of the works. The document shall be delivered with the final documentation.
- Review of the installations planned, reporting the conclusions that, if appropriate, shall include the necessary improvements.
- Testing and start-up of all the installations, all prior to the building being put into operation, as well as at the moment when, after concluding the contractual maintenance, the maintenance is then contracted out by BEAZ or whoever it may appoint.
- Reports on incidents arising during the guarantee period, and technical proposals for the necessary repairs (even if it is necessary to draft the specific technical project) to correct defects that are detected, and monitoring and control of their execution.
- Guarantee period conclusion report on the state of the building, enabling to ascertain whether it is appropriate to return the works guarantee to the contractor.

### **6.3. Minimum technical equipment required**

#### **6.3.1. Drafting the basic execution project.**

Architect with professional qualification to perform the tasks described by the legislation in force, preferably with a minimum experience of 10 years in building works. The Architect shall take charge of the Site Management, this being understood pursuant to the terms set forth in Article 12 of Act 38/1999 of 5th November on Building Regulation.

#### **6.3.2. Site Manager.**

Architect with professional qualification to perform the tasks described by the legislation in force, preferably with a minimum experience of 10 years in building works. The Architect shall take charge of the Site Management, this being understood pursuant to the terms set forth in Article 12 of Act 38/1999 of 5th November on Building Regulation.

#### **6.3.3. Works Execution Manager.**

Architectural Draftsman, Draftsman or Building Engineer with professional qualification to perform the tasks described by the legislation in force, preferably with a minimum experience of 10 years in industrial building, who shall take charge of Works Execution Management and the relevant quality control, the former of which being understood to be pursuant to the terms set forth in Article 13 of Act 38/1999 on Building Regulation.

#### **6.3.4. An Engineer or Technical Engineer.**

Industrial Engineer or similar, specialist in installations, with experience of those that affect this action, such as electricity, telecommunications, ventilation and air conditioning, networks, etc., to help the former in managing execution of the installations foreseen in the project, to sign the final management certificates where necessary and, along with the Contractor responsible for execution of the works, to manage their implementation until obtaining the relevant start-up Certificates from the Delegation for Industry.

#### **6.3.5. Specific complementary personnel to perform the contract.**

In addition to the former, under voluntary terms and as an improvement to their bid, the bidders may include the personnel in their team that they consider necessary to attend other complementary and/or specific tasks they consider of interest to adequately perform the contractual work.

Human and material resources shall form part of the bid submitted by the bidders and, thus, of the contract that is signed with the awardee. For that reason, they must be maintained by the awardee company during the whole term of performance of this service. Any variation with regard to these must be notified to BEAZ, or whoever it may appoint, as party responsible for technical control of the project and works. Breach of that condition may be a cause of termination of the contract, as that is a breach of essential conditions.

#### **6.4. Schedule and planning**

##### **6.4.1. Planning the occupation**

###### **PHASE 1.**

The initial occupation of the building is foreseen on floors 6, 7, 8 and 9.

###### **PHASE 2.**

Occupation of floors 10, 11, 12, 13 and 14 is foreseen pursuant to the terms and conditions established in the tender specifications.

###### **PHASE 3.**

Occupation of floors 15 and 16 is foreseen pursuant to the terms and conditions established in the tender specifications.

##### **6.4.2. Schedule of the work foreseen**

The Schedule foreseen to perform the work of drafting the project is as follows:

###### **TERM 1. DRAFTING THE BASIC AND ACTIVITY PROJECT**

The maximum term to draft this document is set as a maximum of two (2) months from signing the contract, or specific notification issued by BEAZ if it requires alteration.

###### **TERM 2. DRAFTING THE EXECUTION PROJECT FOR PHASE 1 OF OCCUPATION.**

The maximum term to draft this document is set as a maximum of two (2) months, that begin to be calculated once Term 1 has elapsed and the documents included in that term are delivered.

###### **TERM 3. DRAFTING THE EXECUTION PROJECT OF PHASE 2 OF OCCUPATION.**

The maximum term to draft this document is set as a maximum of six (6) months from the date and conditions established in the Specification of these tender proceedings.

#### TERM 4. DRAFTING THE EXECUTION PROJECT OF PHASE 3 OF OCCUPATION.

The maximum term to draft this document is set as a maximum of six (6) months from the date and conditions established in the Specification of these tender proceedings.

In order to launch each one of the phases of work, BEAZ shall notify the concession holder in writing of commencement of the work, and calculation of those maximum periods to draft the documents.

No work whatsoever may be commenced without that certifiable notification. And in the event of commencing without that notification having been issued, the concession holder shall not be entitled to any financial compensation whatsoever for that work.

BEAZ reserves the power to delay commencement of drafting both drafting deadlines of the projects by twelve (12) months. That period of delay shall not provide a right to review of prices or fees.

#### **6.5. Coordination with beaz**

The project designer retained by the concession holder under this contract shall draft the projects commissioned according to its criteria, both in the architectural spatial layouts as well as the functional ones, on material qualities and installations fitted; and in all cases shall abide by the maximum amount provided for that purpose in the tender specifications. In the event of that amount not being used up in the estimates to be made in the different projects, such remainders shall not entitle the concession holder to any right to compensation or settlement whatsoever.

BEAZ has appointed the person who holds the office of Organisation Director as person responsible for the contract pursuant to Article 62 of the LCAP, who shall be the technical liaison, or whoever is appointed or delegated by that person, who shall perform monitoring of the technical works in each phase. Thus, it shall be BEAZ, or whoever it may appoint as manager of the technical control of the project and works who shall have the power to authorise and approve the projects to be drafted, guaranteeing that these comply with the regulatory standards and related to subsequent public tendering of the works to be executed.

Once the projects are approved and tendered in each of the different phases specified, any modification of the projects approved during the works, in particular those that have an effect on

the financial repercussion of the works, must inexcusably be agreed with BEAZ or whoever it may appoint as liaison officer for technical monitoring of execution of the works, and it may not be signed off without their approval.

#### **6.5.1. Control and monitoring drafting the projects.**

BEAZ or whoever it may appoint as manager and technical liaison officer responsible for supervision and monitoring the contract with regard to the projects for implementation, management and execution of the works shall be the technical liaison officer who shall perform monitoring of the technical work in each phase.

Prior to signing the contract and commencement of the works, and for each one of the deadlines and tasks to be performed, the necessary technical matters shall previously be clarified and specified by BEAZ, or whoever it may appoint, regarding the proposed agreement, with the criteria recorded in this Sheet, and based on the proposal that the concession holder presents in its own bid.

The party drafting the Project shall provide BEAZ or whoever it may appoint and the different Project Supervisory or Technical Control Bodies on which it may delegate and that are necessary for administrative formalities of the proceedings, all the data and documentation they may request from it.

#### **6.5.2. Terms to prepare the projects and architectural tender.**

The schedule and development of the projects, in their different phases, must be agreed with the representatives of BEAZ or whoever it may appoint based on the prior bid drawn up by the design team appointed by the concession holder at the first project monitoring meeting to be held after resolution of this tender.

In any event, improvement of the term to draft the different documents of the work is not the object of this tender. The terms to draft the different documents must be adjusted to the provisions provided in these tender proceedings, and they may not be altered downward in any case. Likewise, BEAZ or whoever it may appoint shall determine in writing the commencement of drafting the different documents, and the project designer may not commence without prior authorisation, and this shall not give rise to any financial remuneration if the certifiable act of commencement has not taken place.

### **6.5.3. Collaboration and co-responsibility.**

The team drafting the works project shall maintain close coordination in matters of its competence during the term of the contract and until its extinction, with the different competent agents and administrations in the process of drafting the project, providing the information required of it by these, or issuing the relevant instructions from them, with prior notification to the technical services of BEAZ, or those on whom they may delegate.

BEAZ, or whoever it may appoint, shall execute and supervise execution of the works in order to verify that these comply with the Projects approved.

BEAZ or whoever it may appoint reserves the power to amend or alter the project specifications with regard to the qualities of materials or technical solutions foreseen, by other analogous or similar characteristics according to the regulations in force in matters of contracting, according to duly justified criteria, without the concession holder thus being entitled to compensation or reversion of such decisions. Those amendments do not, in any case, involve detracting from the functional or spatial distribution of the spaces designed, nor involve an essential alteration of the essence of the project drafted. To that end, the parties undertake to do their utmost to achieve consensus regarding alterations that may arise, under the basic principle of budgetary balance and maximum optimisation of the economic resources available under the contract.

Meetings may be held at the request of BEAZ to discuss performance and progress of the works. If BEAZ were to observe inadequacy of any of the natural or legal persons forming the design team appointed by the concession holder, either because their lack of competence is obvious, or because they do not adapt to operation of the team, it shall call for them to be replaced by another fit person or company, with prior written notification. The concession holder shall perform that substitution within a term not exceeding 15 days from receipt of the notification.

Any replacement of staff or alteration of functions or in number that may arise at the initiative of the concession holder shall require prior authorisation by the technical services at BEAZ.

### **6.6. Works contract manager**

Pursuant to the Public Sector Contracts Act (LCSP), Article 62.2, the Site Manager of the Works is assigned the responsibility for the future contract to tender the Works to be carried out. And once the works awarding body has appointed that person, their remit pursuant to the terms set forth in Article 62.1 LCSP is to supervise their execution and make the decisions, and to issue the necessary instructions in order to assure correct performance follow the service agreed, within the scope follow the powers that the awarding body assigns them.

Notwithstanding the functions of ordinary monitoring and execution of the contract, supervision and inspection of the work shall be the remit of the contract manager, who shall perform the following functions:

- a) Issuing the necessary instructions in writing to assure correct performance of the service.
- b) Recording correct execution of the service and its reception.
- c) Approving the works certifications.
- d) Issuing the necessary instructions in writing to assure correct performance of the service.
- e) Supervision and verification of fulfilment by the contractor of the obligations undertaken by virtue of the contract, informing the awarding body of eventual breaches and, where appropriate, to propose termination of the contract or imposing penalties.
- f) Authorising alteration of the human and material resources it is committed to assign to execution of the contract.
- g) Reporting on changes in the human and material resources it committed to be assigned to execution of the contract.
- h) Proposing the amendments it is necessary to introduce.
- i) Calling for the contractor to provide the data on the labour conditions of the workers assigned to execution of the contract.
- j) Calling for the contractor to provide additional documentation for the purpose of checking that, during the whole term of the contract, it has solvency and/or resources of third parties, solvency and/or resources on which it was based to participate in the contract award procedure.
- k) To check that the contractor fulfils its obligation to pay the persons subcontracted and/or providers.
- l) To issue a report to determine, in the case of delay in execution, whether the delay that has arisen is due to the contractor.
- m) To require the contractor to certify, by written certification, that it has returned all the media or has destroyed or erased all the files that contained personal data once execution of the contract has concluded.

**In the case of discrepancy between the contract manager and the awarding body over fulfilment and execution thereof, the criteria of the awarding body shall prevail.**

## **7. TECHNICAL CONDITIONS FOR SUPPLY AND FURNISHING THE INTERIOR**

### **7.1. Object of the supply and furnishing**

The work comprising the object of the contract consists of designing the distribution, supplying,

assembling or placing the furniture in the centre, with the conditions detailed in the Tender Sheet with regard to payment, phases, terms, etc. This addendum presents the technical and regulatory conditions of the furniture the design concerns, supply, assembly and placement. It shall be the remit of the Concession Holder to define the actual furniture and number of units in which the Concession Holder must design the distribution and the spaces, to supply, assemble and place them, as well as the functional characteristics and materials these must fulfil.

All the details of all the furniture that is to be supplied must be clearly identified and inventoried, along with their technical and constructive characteristics that allow one to check their adequacy and compliance with the regulations. That information must be filed before BEAZ or whoever it may appoint.

All references that, if appropriate, are made to brands, colour ranges, patents, to types or to specific origin or source must be understood to be notwithstanding the possibility of providing equipment that fulfils equivalent technical characteristics.

## **7.2. General regulatory directives**

The equipment and furniture to be supplied must comply with all the regulations so the projects and remaining documentation to be prepared by the awardee bidder in performance of the contract must comply with the legislation in force and the applicable regulations or standards, emphasising the following:

- LABOUR RISK PREVENTION ACT. Act 31/1995 of 8th November, reformed by Act 54/2003 of 12th December.
- ROYAL DECREE 486/1997, OF 14th APRIL, that establishes the minimum health and safety provisions in workplaces.
- ROYAL DECREE 39/1997, that establishes the Regulations for prevention services.
- DECREE 68/2000, OF 11th APRIL, that approves the technical regulations on conditions for access to urban environments, public spaces, buildings and information and communication systems.
- ROYAL DECREE 1801/2003, OF 26th DECEMBER, on general product safety.
- DIRECTIVE 2001/95/EC of the European Parliament and of the Council, of 3rd December 2001, on general product safety.
- ROYAL DECREE 330/2008, of 29th FEBRUARY, that adopts control measures on importation of certain products with regard to the regulations applicable in matters of product safety.
- ORDER PRE/735/2010, of 17th MARCH, that amends the list of products included in Addendum I of Royal Decree 330/2008, of 29th February, that adopts control measures for importation of certain products with regard to the applicable regulations in matters of

product safety.

- ORDER of 15th MARCH 2002, by the Councillor for Health, that establishes the sanitary conditions of collective dining facilities and non-industrial catering establishments preparing meals for end consumers in the Autonomous Community of the Basque Country.

Regulation and standards regarding the office furniture:

- ROYAL DECREE 488/1997 on minimum health and safety provisions regarding work with equipment that has viewing screens.
- UNE-EN 527 (parts 1-3). Office furniture. Desks. AENOR.
- UNE-EN 1023 (parts 1-2). Office furniture. Partitions. AENOR.
- UNE-EN 1335 (parts 1-3). Office furniture. Office chairs. AENOR.
- UNE-EN 13761. Office furniture. Visitor chairs. AENOR.
- UNE-EN ISO 9241-5. Ergonomic requisites for office work using data viewing screens.
- Workstation design and postural requisites. AENOR.

Specifically, and in detail, rigorous attention shall be paid to the following technical-regulatory specifications.

Functional dimensions and characteristics of desks

- INSHT Technical Guide (National Institute for Health and Safety in the Workplace)
- UNE-EN 527-1
- UNE-EN ISO 9241-5

Dimensions and functional characteristics of chairs

- INSHT Technical Guide
- UNE-EN 1335-1
- UNE-EN ISO 9241-5

Dimensional regulations for chairs

- Royal Decree 488/1997
- INSHT Technical Guide
- UNE-EN 1335-1
- UNE-EN ISO 9241-5

Dimensions and functional characteristics of partitions

- UNE-EN 1023-1

#### Desk materials

- INSHT Technical Guide
- UNE-EN ISO 9241-5

#### Chair materials

- INSHT Technical Guide
- UNE-EN ISO 9241-5

#### Desk safety

- INSHT Technical Guide
- UNE-EN 527-2
- UNE-EN 527-3

#### Chair safety

- INSHT Technical Guide
- UNE-EN 1335-2
- UNE-EN 1335-3

#### Partition safety

- UNE EN 1023-2
- UNE-EN 1023-3

#### Cupboard safety

- UNE 11016
- UNE 11017
- prEN 14073-2

#### Complements

- INSHT Technical Guide
- UNE-EN ISO 9241-5
  
- Remaining applicable regulations.

### **7.3. Work schedule.**

The Concession Holder shall submit its technical proposal for furnishing and the work schedule foreseen to design distributions and spaces, supply, assembly and placement of the furniture comprising the object of the contract, clearly indicating (i) the important deadlines foreseen based on the date of formalising the

contract that interfere with other areas of the fit-out being carried out; as well as (ii) the duration of the tasks to be performed in its work, marking those considered most critical with regard to the overall timing influence on the project, that is, those that, due to their importance in development of the facilities, would cause a major delay in final completion of the work if any issue arises in their implementation.

This shall be clearly set out from the date of commencement to the conclusion date foreseen, within the terms the bidder initially considers. It shall include the works schedule (Gantt) and table explaining the tasks, resources and estimated time, with definition and justification, with a breakdown of the diverse activities, with different technical and human resources assigned by the bidder, as well as their execution and coordination.

The Concession Holder shall fully complete the installation comprising the object of the contract, correctly and with full performance within the deadline set forth in this planning agreed with the Site Management of the Works and with BEAZ or whoever it may appoint, as of the moment the contract is formalised. To that end, the Concession Holder shall be responsible for requesting the necessary material to undertake the subsequent installations and work as soon as possible.

The awardee shall be held responsible for the damages and losses arising from total or partial non-execution of the work, both with regard to their content, as well as breach of the terms, pursuant to the terms stipulated in the Particular Administrative Condition Sheet, and also for the appropriate penalties pursuant to that specification.

The schedule must include the documentation and information requested in this Technical Specification Sheet, notwithstanding other data or aspects that the awardee may wish to include.

#### **7.4. Supply of samples**

On requirement by the Site Management of the Works and/or BEAZ or whoever it may appoint, the awardee, shall be bound to provide samples of the components that must be integrated in the architecture of the building, or that affect other installations of the building, in order to facilitate coordination and/or final acceptance.

#### **7.5. Provision of the furniture**

All the furniture and materials supplied shall be new, and it shall exceed the most up-to-date specifications by the manufacturer in all aspects and of the minimum regulations established in this Addendum for mandatory fulfilment. In the event of the terms of supply of certain equipment or material being able to influence the terms of execution established by the Site Management, the Concession Holder shall be responsible for provision of such equipment enough time in advance.

## **7.6. Licences**

In turn, the awardee of this agreement shall take charge of management and formalisation under its charge, of the licences and all administrative and legalisation formalities that may be required in relation to the furniture subject to design, supply, assembly and placement, including approvals and site management that may be required by the legislation in force.

## **7.7. Labelling and inventory of the furniture.**

All the furniture shall be delivered to BEAZ, or whoever it may appoint, duly labelled with a code on one of the sides, linked to their location on the plan drawings, that shall act as their identification, for inventory and maintenance management. The definition of that coding shall previously be agreed between BEAZ, or whoever it may appoint and the Concession Holder, and in any case shall comply with the technical regulations for labelling and inventory defined by the Regional Council of Bizkaia. The labelling shall be performed with permanent markers and indelible screen-printing by electronic techniques, not by manual writing.

## **7.8. Personnel resources**

The contract shall be executed by the Concession Holder assigning the professional and human team required to make it possible to fulfil it in a correct and timely manner. In the event of subcontracted resources to be used, it must also cover the professional needs the project requires. The staff of the Concession Holder company must have sufficient proven experience and vocational training to perform the whole contract themselves.

BEAZ, or whoever it may appoint, may demand that the awardee company immediately withdraw the persons assigned to execution of the contract that it considers to be behaving incorrectly or negligently in providing the services.

# **8. TECHNICAL CONDITIONS FOR FULL MAINTENANCE WITH TOTAL GUARANTEE OF THE INTERIOR WORKS AND FURNISHING**

## **8.1. Object and objectives of maintenance**

This addendum regulates the particular technical specifications to contract preventive and corrective, technical legal/regulatory, conductive and modificatory maintenance of the facilities and interior fit-out, as well as performing the tasks described in this Technical Specification Annex.

The main installations included in the contract are those of the general building that affect the use the fit-out is for in the different phases of occupation and those applied in the actual interior fit-out to be executed, such as:

- A) High and Medium Voltage
- B) Low Voltage Electricity
- C) Thermal installations
- D) Gas installations
- E) Sanitary Hot Water
- F) Plumbing and Drainage
- G) Uninterrupted Power Systems
- H) Generator equipment
- I) Fire protection
- J) Voice and data installations
- K) Audiovisual installations and equipment
- L) Locksmithing, wood and metal carpentry
- M) Terrace and rainwater drainage.

## **8.2. Scope of application**

These technical specifications apply to all the installations and interior fit-out, who affect or influence the use foreseen in each one of the phases of occupation specified.

## **8.3. Scope of the work**

### **8.3.1. Technical-legal report on the state of the installations**

The Concession Holder shall carry out an exhaustive initial study of the installations and equipment comprising the object of the maintenance, undertaking to present a detailed report within the maximum term of one month, as of beginning to provide the service, in detail format, regarding the state of the facilities, stating deficiencies observed, if any, both from the technical and legal point of view as well as the merely technical one. The report shall be considered exhaustive and binding, so everything that is not recorded in it shall be tacitly accepted by the Concession Holder as correct, that may be demanded by the installations and maintenance service assigned to BEAZ or whoever is subsequently assigned by it, correction of defects and anomalies detected and not stated in the report, as long as these are evident defects or omissions and do not have hidden flaw status.

### 8.3.2. Full maintenance.

The following work shall be carried out under the heading of full maintenance:

- Preventive maintenance: review operations planned, adjustment, cleaning, etc., that are necessary or convenient to achieve optimum performance, efficiency and safety of the installations, equipment and elements comprising them.
- Technical legal/regulatory maintenance: maintenance operations pursuant to the legislation in force. This shall include the action required or recommended under the regulations in force applicable to the different facilities, is recorded in the Specification or not.
- Corrective maintenance related to:
  - Repair of urgent or emergency breakages.
  - Repair of non-urgent breakages that shall be scheduled.
  - Substitution of equipment and materials.
  - The concession holding company must have the necessary personnel, communications and telephony structure to be able to provide the service for attention of urgent-failures 24 hours a day, 365 days a year.
- Conductive maintenance: condition of the installations for air conditioning, heating, ventilation, lighting, etc., as well as resolving the incidents that arise during performance of the process.
- Modificatory maintenance: extensions and modification of the installations due to creation of new uses or changes in distribution on the floor; etc.

The Concession Holder must assign the following to the contract:

- The necessary human resources to execute the maintenance tasks previously described (even when urgent or emergency repairs are performed outside the usual timetable for use of the building to avoid greater damage or interruptions to their operation arising).
- The necessary technical resources and materials for adequate execution of maintenance, such being understood, among others, as a service to transport material, equipment to process information, measurement and control equipment, tools, materials, auxiliary resources, etc.
- All the indirect resources/expenses: communications, middle management, risk prevention (including auxiliary resources, materials, PPEs, collective protections, etc.), vehicles and travel, quality controls, computing support, management of warehouses for spare parts and other materials, structure, benefits and taxes, etc.
- Likewise, the contract shall include the management, organisation and forecast of a sufficient spare parts warehouse to attend to the foreseeable maintenance needs.
- Drafting technical files.

The installations and maintenance service of BEAZ or whoever it may appoint may exclude punctual or special repairs it may decide to subcontract to other specialised companies.

The Concession Holder accepts the existing equipment and installations as generically defined in this Technical Specification Sheet under the present conditions of each and every one of their elements, equipment, etc., taking charge of these, to which it shall provide the relevant service, and considering the legal technical report issued on the state of the installations.

The Concession Holder shall acquire the status of manager of waste generated from the contractual activities and services, providing fulfilment of the obligations established in the Law and in the regulations that develop matters of collection, processing, recycling and disposal of waste.

The company shall have the surveillance and control resources for the safety conditions and protection of the work pursuant to the legislation in force. The Concession Holder is bound to provide and set up a sufficient number of necessary means of protection to avoid any risk, being the sole party responsible for the actions that may arise due to breach of this specification, as well as supply of the PPEs and placement of the necessary collective protections.

Surveillance and the safety conditions of work on the facilities shall be the remit of the Concession Holder. It shall be responsible for damage and losses of all kinds arising due to defects in that surveillance or in the safety conditions for persons or in the buildings and their installations.

#### **8.4. Compliance with the regulations in force**

The Concession Holder is responsible for guaranteeing compliance with all current regulations applicable to each one of the installations comprising the object of this contract with regard to maintenance or safety operations, whether or not they are specifically recorded in this Specification.

It shall also be responsible for providing a written record, if appropriate, to all breaches of those regulations that it shall observe on the premises, although these are matters that do not belong to the scope of contractual maintenance or safety.

At least the existing regulations published from time to time by the competent Ministries and Councils must be fulfilled, with that established in the Regulations and the rest of the provisions in force and even the regulations established by the utility companies. Regulations that affect maintenance of the existing installations in the local scope must also be fulfilled.

#### **8.5. Energy savings management**

The Concession Holder shall study the necessary or possible improvements in regulation, automation and control of energy of the installations to improve advantage to be taken thereof, against the contract and at the request of BEAZ or whoever it may appoint, provide better service to the user, and perform

any retrofitting that gives rise to savings, both in energy consumption (electricity, fuel, water, etc.), as well as subscription (electricity tariff optimisation).

The Concession Holder shall undertake, in the case of application by BEAZ or whoever it may appoint, to perform the appropriate administrative tasks for control and management of supplies, in order to achieve the objective of savings in real consumption and the annual costs of utilities (electricity, gas, water, etc.) during the term of the contract, compared with consumptions and costs in preceding years at similar existing centres under constant conditions.

Among the possible actions considered in this proposal of technological collaboration to optimise consumption, the concession holding company may suggest, advise and adequately justify these by technical reports on the diverse optimisation measures that may be adopted.

The diverse measures may be classified in two major categories:

- Optimisation measures without investment: Adequate operation of the installations. Implementation of an energy use plan.
- Optimisation measures with investment:
  - Reactive compensation.
  - Installation of elements for measurement, regulation and control (meters, sensors, thermostats, etc.).
  - Measures to reduce greenhouse effect gases.

## **8.6. Human resources**

The contract shall be executed by the Concession Holder using the professional and human resources that are necessary to make it possible to fulfil these in a correct and timely manner. If subcontracted resources are to be used, the professional needs required by the project must also be covered. The staff of the concession holding company must have sufficient, proven experience and training to carry out the whole of the contract itself.

BEAZ, or whoever it may appoint may demand that the awardee company immediately withdraw the persons assigned to execution of the contract who are considered to behave incorrectly or negligent in providing the services.

## **8.7. Works schedule**

Within thirty days following the end of the works of each one of the Implementation Phases foreseen, the Concession Holder shall submit the work schedule for each and every one of the installations located in the building comprising the object of this contract for specific approval by BEAZ or whoever it may

appoint.

For each installation, the schedule shall detail the relevant maintenance operations and their frequency. In all cases, the minimum operations and frequencies defined by the manufacturers, as required by law and the regulations in force at each time must be complied with. The company shall also take charge of controlling and supervising effective, adequate performance follow those operations.

The Concession Holder may not amend such programmes without specific approval by BEAZ or whoever it may appoint. Notwithstanding this, within that planning and for reasons of public interest, corrections and improvements to it by BEAZ, or whoever it may appoint, may be performed.

### **8.8. General obligations, procurement and reports**

The Concession Holder shall leave a written record of all operations performed in fulfilment of the contract in each one of the buildings, a record that shall be permanently updated and available to BEAZ or whoever it may appoint.

In that sense, the Concession Holder shall set up the maintenance books for each one of the installations the Specification concerns, as well as a series of historic files for the equipment of each facility, that shall record all the incidents related to these. The books must be submitted to BEAZ or whoever it may appoint within ninety days following the end of the works of each one of the phases of occupation.

The concession company shall hold the title of the official "Maintenance Books " required by the different regulations in force with regard to the installations that require such, bearing the liabilities arising from failure to comply with such.

The Maintenance Book shall record, among others, the following content:

- Abbreviated memorandum of the different facilities.
- Amendments made to the installations.
- Incidents in the service, such as failures, interruptions of the service, etc.; their causes and the measures taken for their correction.
- General operating data, such as temperatures, combustion analysis, electric intensities, energy consumption, etc.
- Maintenance files: a file shall be added to the technical characteristics files of the equipment in all the facilities, to record the historic incidents with regard to failures that arise and others inherent to corrective or preventive maintenance.
- Preventive maintenance programme for all the facilities that record the actions or tasks to be performed on each equipment or installation, their frequency, that shall respond, at least, to the terms required and/or recommended in the regulations in force.

- Equipment operating control: periodic checks shall be performed of each equipment of a certain importance (that shall be included in the preventive maintenance plan) of the operating data obtained from the operation, that shall determine, enough time in advance, when their partial or total substitution is necessary.
- Details of the deficiencies observed by the Concession Holder due to the verifications carried out. In the event of the inspection declaring absence of anomalies in the elements observed, the good state or correct functioning, as appropriate, shall be annotated.
- Identification and signature of the technician from the awardee company.
- Any other data of interest may be included in the remarks section.
- Deficiencies or omissions on the control sheets of defects or failures detected and not declared, if one finds their existence on the dates when they are prepared, these shall be repaired at the expense of the Concession Holder, regardless of the actions that negligence might give rise to.
- All the corrective maintenance operations and modifications to the installations or equipment that are performed shall, in turn, be recorded in the technical documentation of the installations (maintenance manuals, specifications and drawings), as well as updating the inventory of the installations.
- The differences that are appreciated between the technical documentation of the building (specifications and drawings) and the real state of the installations, must be recorded in that documentation.

#### **8.8.1. General Obligations.**

- Maintaining the equipment, installations and associated auxiliary systems so that, on conclusion of the term of the contract, these are in a good state of operation, notwithstanding due time-based wear and tear of the equipment.
- Having the maintenance books of the installations and historic files of the equipment up to date.
- Implementing a centre for work orders to receive requests for maintenance or repairs and generate the relevant work order. The order centre must be in operation 24 hours a day every day of the year. The concession holding company shall be bound to consult it on a daily basis and attend to the relevant requests for maintenance (according to the priorities established) and feed back the information on execution and closure of the incident once it is resolved.
- Immediately performing all the urgent repair and emergency works to minimise damage and down-time of equipment and installations, foreseeing interruptions or reduction of the operating level and service for the user.
- Updating the inventory of the installations. The awardee company shall prepare as exhaustive as possible an inventory and shall prepare a report of each building or installation, providing detailed information on its state of conservation and operation. That report shall be delivered by the

- Concession Holder to BEAZ or whoever it may appoint.
- Gathering, updating and managing the legalised technical documentation required by the official bodies in matters of installations.

#### **8.8.2. Purchases and Storage.**

- Implementing an effective procurement policy to assure an uninterrupted maintenance service.
- Implementing a permanently up-to-date computerised inventory system.
- Having a complete list available to BEAZ or whoever it may appoint of the material used up to date in repairs or substitutions, stating their exact cost, as well as an inventory of the stocks in the warehouse, also stating their total individual exact cost.
- Immediately replacing all the spare parts that are used and that originate in the inventory.

#### **8.8.3. Reports.**

The Concession Holder must have the information stated below available, as well as issue the reports required of it according to the frequency established by BEAZ or whoever it may appoint.

Among others, the information management operations shall be:

- Gathering and maintaining an up-to-date computerised inventory of all the installations, equipment and elements that require maintenance and conduits, stating their precise location, quantity and basic technical characteristics, as a means to facilitate recording of the repairs and work carried out.
- Maintaining and permanently updating a computer file system including all the systems and equipment inventoried, indicating the full details of the work performed, the hours spent and the materials used, as well as the reference to the work orders approved and performed, the warehouse requisition notes, etc.
- Gathering, preparing and maintaining records of all the necessary data and any other information related to energy saving, improvement of existing facilities, cost analyses, improvement methods or any other purpose that the installation and maintenance service may require.
- Preparing a detailed technical report, after the appropriate inspection of the state of all the installations and their components, stating the deficiencies observed, if any, and a proposal for repair. The report shall include justification and description of the solutions proposed, as well as estimation of the investments to be performed.
- Annually, the Concession Holder shall deliver a report certifying the state of completeness of the installations as a consequence of performance of preventive, corrective and statutory maintenance of the installations. It shall issue reports on failures, incidents, state of the installation and buildings, work monitoring reports, execution of work orders and any other report that is considered necessary.

### **8.9. Guarantee and conclusion of the operating contract.**

Both in the maintenance operations as well as repairs performed and parts replacement, the Concession Holder shall guarantee the repair made for a period of two years.

On conclusion or cessation of operation of the Centre, the Concession Holder must return the premises in total and perfect use, with the guarantee mentioned during the whole of the period of grace. Likewise, during the fifteen days prior to concluding the contract, the Concession Holder shall deliver the following documents:

- Updated inventory of all the present installations, stating the registrations and removals during the term of the contract.
- A final report, after the relevant inspection of each one of the installations, in which at least the following particulars are recorded:
  - The technical files of the equipment and components.
  - The activities of preventive and corrective maintenance: summary of the key work operations performed, etc.
- A final list of the state of the warehouse including the materials used.
- Certification of the utility and start-up of all the installations, as well as certification of the guarantee in force for two years for all the installations and interior fit-out.

### **8.10. Responsibilities.**

In the event of inadequate maintenance operations being performed, that cause damage to installations and equipment, damage to third parties, or interrupt normal operation of the building, the repairs shall be born fully at the expense of the Concession Holder. If the damage arises due to omission or negligence in the necessary maintenance operations, the responsibility for repairing the damage shall also be borne by the Concession Holder.

### **8.11. Quality control.**

Quality control for the contract shall be performed through inspections by BEAZ or whoever it may appoint, as well as through quality control companies, controlling bodies, external audits or specialised companies. As a complement to monitoring the maintenance tasks performed in fulfilment of this Specification, at the request of BEAZ or whoever it may appoint may be perform punctual inspections.

In these inspections, if it is deemed convenient, the Concession Holder's technical manager shall be present. In this case, the Concession Holder must prepare a report with the result of said inspection, that shall be delivered to BEAZ or whoever it may appoint within a maximum term of thirty days from the date of each inspection.

## 8.12. Labour risk prevention

The awardee company shall be bound to execute the measures arising from Act 31/1995, on Labour Risk Prevention, and its regulatory development in everything applicable to it.

Within the thirty days following formalisation of the contract, the Concession Holder must submit its Labour Risk Prevention Plan to BEAZ or whoever it may appoint. It is mandatory for the Plan to contain a summary explaining the implementation of the prevention measures and the preventive mode adopted (entrepreneur, appointed worker, own prevention service, outsourced prevention service), and provide the documents to prove the risk evaluation and training and information for the workers in matters of labour risk prevention.

The Concession Holder shall inform all the workers of the existing internal health and safety regulations, as well as all the emergency recommendations established, being bound to provide the services requested in the case of activation of self-protection plans, either in general, or those inherent to each building.

The awardee company shall provide the service and all its personnel all the collective protection measures (including review according to the specifications by the manufacturer or regulation of existing life-lines or other anchorage systems) and individual measures required according to the provisions in force, and they must take the necessary measures to ensure those elements are used correctly by all the staff, it being responsible for all accidents the staff may suffer.

In Bilbao, on 27th May 2020

Signed: Olatz Goitia Urquiaga  
General Manager in BEAZ S.A.U)

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