Bilbao
Metropoli30

PARTICULAR ADMINISTRATIVE BIDDING SPECIFICATIONS AND TECHNICAL RULES FOR SERVICE CONTRACTING UNDER THE SIMPLIFIED OPEN PROCEDURE

1. LEGAL STATUS OF THE CONTRACT

The contract referred to in these Specifications is classified as a private contract not subject to harmonised regulation, pursuant with the provisions in articles 22.1.b) and 26.1 of Law 9/2017 The Public Sector Contracts Act (hereinafter, "PSCA"). Therefore the contract shall be governed:

- Regarding its drafting and award, by these Particular Administrative Bidding Specifications and the indications of its Title Page, approved by Association for the Revitalisation of Metropolitan Bilbao (hereinafter "Bilbao Metropoli 30") and published in its Contracting Party's Profile (www.bm30.eus), pursuant to the provisions of the PSCA and by the agreements and conditions contained in the contract subscribed with the successful bidder.
- Regarding compliance, effects and extinction, by the rules of private law.
- However, for what is not regulated in these Particular Administrative Bidding Specifications, the regulations on contract modification set forth in articles 203 to 206 of the PSCA shall be applicable.

Ignorance of any of the terms or contents of the Specifications or of the accompanying documents does not relieve the company of its obligation to comply with them.

2. CONTRACTUAL PURPOSE

The purpose of this contract shall be the service described in SECTION "2" of the Title Page to these Specifications.

All of which compliant with the technical specifications set forth in the Document containing the Technical Rules which forms part of these Specifications for the purposes of their enforceability and their consideration as a contractual requirement.

3. ESTIMATED VALUE, TENDER BUDGET AND CONTRACT PRICE

The estimated value of the contract appears in SECTION "7" of the Title Page; the figure quoted is ex. VAT (Value Added Tax).

The maximum budget for the contract appears in SECTION "8" of the Title Page and includes VAT.

SECTION "29" of the Title Page indicates the system used to reach the price, established depending on the features of the services to be contracted and the way in such shall be paid. The contract price will be that submitted by the successful awardee, and VAT will be included as a separate item.

The contract price shall include and cover all other applicable taxes, rates and canons of any kind as well as the expenses incurred by the contractor while complying with the obligations set forth in these Specifications (general overheads, financial costs, benefits, insurance, transport and travel, fees of its technical staff, visas, etc.).

The awardee company shall be liable for all the expenses and costs necessary to correctly perform the contract compliant with the Document of Technical Rules, thus exempting Bilbao Metropoli 30 of any such obligations.

4. PRICE REVIEW

This shall be undertaken as per the provisions of Title Page, SECTION "30".

5. PERIOD OF UNDERTAKING

The period for undertaking the jobs will be indicated in SECTION "5" of the Title Page of these Specifications, notwithstanding that the start date of the same cannot be prior to that on which the contract is signed.

In the event that the Technical Rules specifically allow for a reduction in the total term for performance of the job and/or they set partial deadlines or the ordering of activities, such will be considered of mandatory compliance if they are respectively offered or set.

If it thus provided for in SECTION "6" of the Title Page at conclusion of the contract and by mutual agreement between the parties, a contract extension may be agreed in order to repeat the jobs rendered for a further period, of the same length or shorter than that in the original contract.

6. AWARD PROCEDURE

This contract will be awarded following a simplified open procedure comprising the following phases:

(i) Phase one ("Submission of Bids"), in which the bidders will submit documentation in an envelope which will include a further two envelopes marked A and B.

(ii) Phase two ("Selection of the contractor"), where, after assessing the bids submitted, Bilbao Metropoli 30 will select the bidder with which it intends to arrange the contract.

(iii) Phase three ("Arrangement"), which comprises the signing of the contract between Bilbao Metropoli 30 and the selected bidder.

Bilbao Metropoli 30 and the contractor will undertake to keep the information confidential as per the terms set forth in these Specifications.

The contracting party is that indicated in SECTION "1" of the Title Page.

7. SUBMISSION OF BIDS

The deadline (date and time) for presenting bids is indicated in SECTION "11" of the Title Page.

Bids must necessarily and only be presented at the place indicated in SECTION "13" of the Title Page.

Bids may be submitted by Spanish or foreign natural or legal persons who have full capacity to act and can accredit their economic and financial and technical or professional solvency or, if applicable, the corresponding classification and must be registered in the Basque Government

Official Contractors Register or the Official Register of Public Sector Bidders and Classified Companies, pursuant to SECTION "23" of the Title Page.

Bids may likewise be submitted by groups of companies set up temporarily for this purpose, compliant with article 69 of the PSCA. Each of the companies comprising the group must accredit they have full capacity to act and their economic and financial and technical or professional solvency, by submitting the documentation referred to in the following clauses and they must indicate the names and circumstances of the companies subscribing them, the holding each one has and the person or entity that will fully represent them all in relations Bilbao Metropoli 30 during the time the contract is in force, as well as assuming the commitment to incorporate as a Temporary Joint Venture (article 24 of the General Regulation of the PSCA) in a private document (ANNEX IV). The aforementioned document must be signed by legal representatives of each of the companies comprising the Temporary Joint Venture.

In the event that a requisite for taking part is to be classified as a services company, in order to accumulate the classifications (article 52 of the General Regulation of the PSCA), all the companies forming part of the temporary joint venture must mandatorily hold service company classification.

The rate or rates in the proposals submitted by the bidders and on which the contract will be awarded, will be indicated as a set, specific figure and will always be understood as including all taxes currently applicable except for VAT, which will always appear as a separate item.

Those persons interested may request information and, if applicable, examine pertinent documentation in the Bilbao Metropoli 30 offices or, if applicable, in the location indicated for such in these Specifications.

Each bidder may only submit one bid, but said bid may include as many variants as the bidder deems appropriate, as per the requirements and conditions stipulated in SECTION "6" of the Title Page of these Specifications.

Bidders who have submitted an individual bid may not present a bid as part of a temporary grouping (unless in the case of there being shared services or lots, bids are submitted for different lots). In application of the provisions set forth in article 139.3 of the PSCA, violation of this principle would result in disqualification of all the bids submitted by this subject.

The foregoing notwithstanding, if there were a number of lots in this contract, each bidder may bid on the whole of the object itemising the bids for each lot or, alternatively, they may bid only on certain lots (one or several).

When a company presents a bid, this implies they unconditionally accept the clauses contained in these Specifications and in the other contractual documents in their entirety and without exception, as well as making a statement swearing to the accuracy of the details submitted and that they meet each and every one of the conditions to enter into confidential contracts. If the bidding company deems it necessary, they may indicate the information and aspects of the bid included in the envelopes they consider confidential due to it being associated with technical or trade secrets, explaining the reasons upholding said association. Under no circumstances shall the financial bid submitted be deemed confidential.

Bids submitted in any of the following circumstances, proven or reasoned by Bilbao Metropoli 30, shall be excluded from the tender process:

a) Submission of the documentation after the deadline.

b) Lack of accreditation of the required business/professional qualification.

c) Lack of accreditation of the economic, financial, technical or professional solvency required in these Specifications.

d) Presentation of multiple financial bids individually or as a temporary joint venture with other bidding companies.

e) Non-differentiation of the two envelopes required in section 8 "PROPOSAL CONTENTS" of these Specifications. Each envelope must contain the documentation indicated, especially the financial bid, which should only be included in envelope B "proposal of criteria assessable according to formula"; all those bids containing said information somewhere other than the place indicated shall be rejected.

f) The presence of substantial defects or material deficiencies in the documentation submitted that cannot be remedied.

8. PROPOSAL CONTENTS

Proposals will be submitted in a sealed and endorsed envelope, specifying the file number indicated in the Title Page header, together with the other details indicated in SECTION "15" of the Title Page.

The sealed envelope will contain two different envelopes:

- Envelope B marked "proposal of criteria assessable according to formula" should contain said bid (as per the model in ANNEX II) duly signed and dated. It will have a single proposal for each bid presented, be it the baseline bid or the variants or alternatives the bidder may present, when thus provided for in SECTION "6" of the Title Page of these Specifications. The bid price shall comprise all the items including any tax or expense that may be levied, except for Value Added Tax (VAT), which shall be indicated as a separate item.

In the event of a discrepancy between the amount indicated in figures and that indicated in words, the latter shall prevail.

Proposals containing omissions, mistakes or crossings out that hinder Bilbao Metropoli 30 from clearly learning the aspects it deems essential to the bid shall be rejected.

When the criteria assessable according to mathematical formula indicated in SECTION "18" of the Title Page include other criteria in addition to price, envelope B should also contain a specific written document, signed and dated, in which the bidder explains their proposal concerning those criteria.

– Envelope A, marked "statutory statement and proposal of criteria not assessable according to formula", bidders will submit a statutory statement declaring the following:

(As per the model appearing in ANNEX I):

- That they can legally represent the entity submitting the bid.
- That they have the appropriate economic, financial and technical solvency or, if applicable, the corresponding classification.
- That they have the necessary authorisations and licenses to undertake the activity.
- That they have not been disqualified from contracting.
- In the case of foreign bidders, it must include submission to Spanish law and jurisdiction.

Temporary joint ventures should include their commitment to formally incorporate the joint venture (as per the model appearing as ANNEX IV).

When a company resorts to the means or capacities of third companies, it must declare indicating it has a written commitment from all of them, pursuant to the provisions set forth in article 75.2 of the PSCA (as per the model appearing as ANNEX III).

Envelope A should also contain the proposal of criteria not quantifiable according to formula, duly signed and dated. Bidding entities must accompany their proposals with all the documentation necessary to enable Bilbao Metropoli 30 to assess them in compliance with the assessment criteria indicated in these Specifications.

The bidding entity will specify the parts of the work that will be outsourced, indicating the percentage outsourcing accounts for within the total bid and the technical features of the subcontractors.

Bilbao Metropoli 30 may verify the veracity of the contents of the documents included in envelope A, together with those which, if applicable, are deemed special award criteria, both before or after the award and during the course of the contract, Any falsehood detected in the data or circumstances presented by the company may be cause for exclusion from the procedure or, if applicable, render the contract null and void for reasons attributable to the contractor, who will thus forfeit the definitive security constituted or, if applicable, be liable for compensation in the amount of said security were it not constituted, and in addition, liable for compensation in favour of Bilbao Metropoli 30 for the damages incurred over and above the amount of the requisitioned security.

9. OPENING AND EXAMINATION OF BIDS

Once the deadline for presenting bids has been reached, the process of rating the documentations submitted by the bidders will begin.

The contracting party will open the bids and send them to their technical services for assessment.

Where bid assessment quantification depends on value judgements, said assessment will be performed by the contracting party's technical services within a period not exceeding seven days. This assessment must be carried out before going on to the public act of opening the bids quantifiable according to mathematical formulae.

The bids will be opened in a public act which will take place no later than 20 days after expiry of the bid presentation deadline.

10. BASIC CRITERIA FOR SELECTION OF THE WINNING BID

Bilbao Metropoli 30 may always, prior to the award, waive arrangement of the contract or stand down from the award procedure in the event of an infringement of the regulations governing the preparation of the contract or of the rules regulating the award procedure which cannot be made good.

The basic assessment criteria for the bids will be those set forth in SECTION "18" of the Title Page.

In the event of tie between two or more bidders, from the point of view of the objective criteria that are the basis for the award, the preferred proposal will be that submitted by whichever company that, at the time of accrediting its technical solvency:

- Has on its payroll a higher percentage of disabled employees on a permanent contract.

In the event of the tie continuing, the situation will be resolved as per the provisions set forth in article 147 of the PSCA.

11. SELECTION OF THE CONTRACTOR

After the envelopes containing propositions quantifiable by mathematical formula have been opened in the corresponding public act, the procedure will go on to:

1. Exclude, where applicable, the bids not complying with the Specifications requirements, and to assess and rate the bids.

2. Propose the contract be awarded to the candidate with the best points score.

3. Verify in the Official Register of Bidders and Classified Companies that the company is duly incorporated, that the person signing the bid holds sufficient powers of attorney to present the bid, that it has the required economic, financial and technical solvency or, if applicable, the corresponding classification and is in no way disqualified from contracting.

4. Request the company obtaining the best points score by e-mail to constitute the definitive security and to provide the commitment referred to by article 75.2 and documentation accrediting that they effectively have at their disposal the means to dedicate or allocate to performance of the contract pursuant to article 76.2. All the foregoing is to be carried out within 7 business days counting from the date the e-mail is sent.

Were it the case that the company had to present documentation that is not entered in the Bidders' Register, this must be presented within the period of 7 business days established for presenting the definitive security.

In the cases in which foreign companies belonging to a Member State of the European Union or a signatory of the European Economic Space submit bids in the tender, their capacity, solvency and lack of disqualification will be accredited either by consulting the corresponding official list of authorised economic operators in that Member State, or by presentation of documentation accrediting their status, which, in this latter case, should be presented in the period granted for presentation of the definitive security.

In the event that the proposal from the bidder obtaining the best points score is deemed to be abnormally low because it evidences the cases provided for in 149 and SECTION "18" of the Title Page, once the procedures described in points 1 and 2 above have been performed, the procedure indicated in said article shall be invoked; however, the maximum period for the bidder to justify their proposal may not exceed 5 business days from when the corresponding notification is sent.

Once the definitive security has been constituted, and in those cases in which it is deemed appropriate for Financial Supervision to monitor the spending commitment pursuant to the terms in Law 47/2003, of 26 November, the General Budget Act, in a period not exceeding 5 days, the contract will be awarded to the successful bidder proposed and once the contract has been awarded, its arrangement will follow.

In the event that the proposed candidate does not present the definitive security by the stipulated deadline, the contract will be awarded to the candidate with the second best score and they shall be granted the corresponding period to constitute the aforementioned definitive security.

12. ARRANGEMENT OF THE CONTRACT

Bilbao Metropoli 30 reserves the right to verify the content of the proposal, including the administrative documentation, prior to arranging the contract.

The contract will be arranged within a maximum of 15 business days from when the company and rest of the bidders have been notified that the former's bid has been the one selected.

By arranging the contract, Bilbao Metropoli 30 declares its contractual consent, thus making the contract binding.

The contract cannot be arranged if the company selected has not submitted all the documents required as per these Specifications. If the contract does not come to be arranged for reasons attributable to the company, Bilbao Metropoli 30 will be entitled to claim compensation from the company in an amount equivalent to 3% of the baseline tender budget, excluding VAT, which shall firstly be charged against the definitive security, if it has been constituted.

The contract will be arranged in a private document and all the costs and taxes stemming from the arrangement shall be on the selected company's account. Either of the parties may request the drawing up of the notarially attested act, in which case the requesting party shall be liable for the costs associated with such.

The contractor must uphold the confidentiality of the data or background information which, not being public or well-known, is related to the purpose of the contract and that of which they are made aware through performance of the same.

13. CONTRACT PERFORMANCE

The contract will be performed pursuant to the clauses therein and in the specifications, and compliant with the instructions given to the contractor for its interpretation by the contracting party or the person to whom the latter delegates, to the Person Responsible for the Contract.

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

The contractor shall be responsible for the technical quality of the jobs undertaken and of the renderings and services performed, as well as for the consequences resulting from omissions, errors, unsuitable methods or incorrect conclusions in the performance of the contract for Bilbao Metropoli 30 or third parties.

The contractor undertakes to provide the necessary supplementary information and technical assistance for the perfect usage of the result of the contract (documents and all kinds of information).

The contractor shall be responsible for the application of the contract and bear all the risks of material and person loss and losses to third parties while the jobs are being undertaken.

The contractor must uphold the confidentiality of the data or background information which, not being public or well-known, is related to the purpose of the contract and that of which they are made aware through performance of the same, both during the time the contract is in force and after its termination.

Bilbao Metropoli 30 will not pay for any job performed by the contractor that is not specified in the contract and has not been previously authorised by the contracting party.

Once the jobs have been concluded, Bilbao Metropoli 30 will assess them and will inform the supplier of the outcome of said assessment in the closing meeting. The aspects assessed will be compliance with expectations, progress rhythms and deadlines, the supplier's proactiveness and the overall level of satisfaction. By way of a conclusion, they will highlight at least one strength and one area for improvement.

14. CONTRACT MODIFICATION

Bilbao Metropoli 30 may modify the contract for the specific reasons set forth in articles 204 and 205 of the PSCA.

These modifications may not account for a variance of more than 20% of the value of the original contract, excluding VAT.

The modifications agreed for the causes indicated in article 205 of the PSCA will be mandatory for the contractor within the limits stipulated in article 206 of the same, and they shall not be entitled to claim any compensation, even when said modifications imply some of the services contemplated in the purpose of the contract are eliminated or reduced.

The procedure for modifying the contract will follow that specified in article 191 of the PSCA, with the specificities of article 207.

15. PAYMENT OF THE PRICE

The contractor will be entitled to receive the amounts corresponding to the services actually rendered once the jobs have been signed off as compliant by Bilbao Metropoli 30 and the corresponding invoice has been issued.

SECTION "29" of the Title Page indicates the method of payment. No payment can be made under any circumstances until the corresponding contract has been arranged.

The contractor shall not be entitled to payment for improvements carried out without express authorisation from the person responsible for the contract.

In the cases provided for in these Specifications, Bilbao Metropoli 30 reserves the right to deduct the penalties applied to the contractor from the price.

16. DEADLINES AND LATE DELIVERY PENALTIES

The contractor is obliged to fulfil the contract by the deadlines set for its performance on the Title Page and in the Work Plan presented as part of their technical proposal.

No prior notification will be required from Bilbao Metropoli 30 when any of the deadlines are overrun and delivery is delayed. Bilbao Metropoli 30 may discount the penalties applicable for said delays stipulated in Title Page SECTION "34" from the payments pending settlement.

If, when the final deadline is reached or at expiry of one of the partial deadlines set, there is a delay in delivery for causes attributable to the contractor, Bilbao Metropoli 30, may deduct from any outstanding payments owing to the contractor or claim payment of a penalty equivalent to 10% of the price finally agreed.

The penalties imposed do not preclude the compensation to which Bilbao Metropoli 30 might be entitled for the damages incurred due to the delay in delivery by the contractor, nor Bilbao Metropoli 30's right to apply for discharge of the contract.

17. FAULTED OR PARTIAL COMPLIANCE BY THE CONTRACTOR

If the services rendered do not comply with those contracted, due to flaws, deficiencies or defects attributable to the contractor, Bilbao Metropoli 30 may reject said services and be exempted from its payment obligations and it may opt to discharge the contract whereby the contractor will be obliged to pay 10% of the price finally agreed.

The penalties imposed do not preclude the compensation to which Bilbao Metropoli 30 might be entitled for the damages incurred due to the contractor's non-compliance.

18. SPECIAL PERFORMANCE CONDITIONS

Work conditions

a) With respect to the staff they employ to undertake the jobs awarded in the contract, the contractor is obliged to fully comply with current labour legislation, Social Security regulations and regulations on the social inclusion of persons with disabilities, occupational hazard prevention and, regarding the latter, on social training and undertaking to ensure its subcontractors (if applicable) also comply with labour legislation regarding their employees.

b) The contractor is obliged to ensure that the work carried out in their company and in the companies it outsources to, if applicable, is done under fair conditions and the collective bargaining agreement for the sector is applied, especially as regards subrogated staff.

c) The contractor expressly states they have the knowledge, capacity, resources and means necessary to fulfil all the provisions and regulations applicable for performance of the contract in health and safety and environment matters, exempting Bilbao Metropoli 30 from any claim stemming from incidents in such areas during performance of the contract.

d) The contractor must provide all their staff with the corresponding approved personal protection equipment as per its occupational hazard risk prevention plan resulting from the risk analysis conducted for the jobs forming the purpose of the contract, ensuring that their staff have received the necessary training in the use of said equipment.

e) At the requirement of Bilbao Metropoli 30, the contractor must present all the documentation accrediting compliance with those obligations which must or can be documented.

f) All the costs incurred in the performance of the contract shall be at the contractor's expense.

The contractor's obligations regarding the staff assigned to rendering the service

1. The staff assigned to rendering the service shall be accountable exclusively to the contractor and this company alone shall incur the rights and obligations as their employer.

2. It is exclusively the contractor's responsibility to select the staff who, fulfilling the qualification and experience requirements set forth in the specifications (in those cases in which specific qualifications and experience are stipulated), will form part of the work team assigned to performing the contract, notwithstanding the actions by the contracting party to verify compliance of said requirements.

3. The contractor will attempt to assure stability in the work team and that variations in its members are occasional and infrequent and only for justifiable reasons, in order to avoid altering the smooth functioning of the service (when there are reasons that justify this requirement), informing the contracting party of any such variation.

4. The contractor assumes their obligation to actually, effectively and continuously manage the staff on the work team in charge of performing the contract as in any company. In particular, it will assume the negotiation and payment of salaries, granting holiday and personal leave, appointing replacements in the event of sick or absent staff, their legal obligations before the Social Security, including payment of contributions and payment of benefits when applicable, their legal obligations in occupations hazard prevention, the imposition of disciplinary measures and whatever rights and obligations may stem from the contractual relationship between employer and employee.

5. The contractor shall, in particular, undertake to ensure that the staff assigned to perform the contract carry their duties out without overreaching their remit within the purpose of the contract as it is stipulated in the specifications.

The contractor must appoint at least once technical co-ordinator or person in charge belonging to their payroll, who will have, amongst others, the following obligations:

- To act as an interlocutor between the contractor and the contracting party, channelling communication between the contractor and the staff assigned to the contract performance work team, on the one hand, and the contracting party on the other, in everything concerning issues stemming from performance of the contract.

- To allocate work among the staff performing the contract and to issue them with the necessary work orders or instructions to render the contracted service.

- To supervise that the staff on the work team correctly perform the duties they are mandated and to control said staff's attendance at work.

- To organise the holiday schedule of the staff assigned to perform the contract, for which the contractor should co-ordinate appropriately with the contracting party so as not to upset the smooth functioning of the service.

- To report to the contracting party on any occasional or permanent variations in the make-up of the work team assigned to perform the contract.

The contractor will be obliged to perform the contract at its own premises or facilities, unless the document containing the Technical Rules or the Specifications Title Page stipulate the need to render the services at the premises of the agencies, institutions or entities belonging to the public sector of the Autonomous Community of Euskadi and such were expressly authorised. In this case, the contracting party will make work spaces available to the contractor, separate from those occupied by public servants, and it will be up to the contractor to assure that the staff assigned to said services treat the location allocated with respect. If the nature of the contractual purpose requires that the services be continuously rendered on goods or facilities located in the work centres of public sector contracting entities, the contractor will have to accredit that the staff assigned to perform the contract are affiliated and registered as active in the Social Security.

Conditions regarding environmental issues

The contractor shall prevent their operations or those of their subcontractors from having a negative impact on the environment or on animal or plant life and it shall take the necessary measures to reduce or minimise any incident that may arise during such operations.

Company conditions of equality between women and men

The contractor must comply with the principles and obligations set forth in Law 4/2005, of 18 February, of the Basque Parliament, the Equality of Women and Men Act; and in Organic Law 3/2007, of 22 March, The Effective Equality of Women and Men Act.

The contractor guarantees that all documentation, images or materials will employ non-sexist language, avoid any image discriminating against women o sexist stereotypes and will foster an image with values of equality, balanced presence, diversity, co-responsibility and plurality of roles and gender identities.

Language conditions

In those contracts that include the rendering of services or relations with services or the general public, the language used in both oral and written communication between the company responsible for performing the service and the users or persons with whom they have to interact while performing the contract shall be that chosen by the user or third party, respectively.

When no option is expressly declared, all notifications and communications that the contractor sends to natural or legal persons shall be drafted in the two official languages (Castilian Spanish and Euskera).

When rendering the service contracted involves delivery of some kind of material for publication, the contractor will deliver the final version in the two official languages or in one of them, as per the indications it receives from Bilbao Metropoli 30.

Unjustified non-submission or delays in any documentation accrediting those obligations that can or must be documented shall constitute a breach of the contractor's contractual obligations and therefore empowering Bilbao Metropoli 30, pursuant to the provisions in clause 21, to discharge the contract.

Permission from third parties

Irrespective of the contracts and arrangements that Bilbao Metropoli 30 deems it appropriate to enter into on its own initiative, the contractor shall undertake to obtain whatever permission and licenses may be necessary from private individuals, associations, companies and institutions to correctly carry out the jobs.

Confidentiality

Confidential information is understood to encompass all personal, contractual, banking, technical and/or commercial information to which the contractor may have access or be made aware of in order to perform the service contracted.

The contractor undertakes to treat each and every piece of information as confidential and to use it exclusively for the purposes described in these Specifications, without divulging it to third parties and without making it available to the public, or making it public or accessible in any way.

The contractor undertakes to keep said information strictly confidential, warning their employees, associates and any other person who, by virtue of their relationship with the company, may have access to it so as to correctly fulfil the obligations of the contract entered into with Bilbao Metropoli 30, of their obligation to keep it confidential and uphold its secrecy.

The contractor and the persons mentioned in the foregoing paragraph cannot reproduce, modify, make public or divulge the confidential information provided by Bilbao Metropoli 30 in order for the contracted service to be rendered, to any third parties.

The contractor will not copy or reproduce any element or document that they have received (which comprises or contains, in part or in full, confidential information) without prior consent from Bilbao Metropoli 30, except in those cases where rendering the service so requires.

Depending on the features of the service contracted, the contractor will, if applicable, return said documents or elements together with the copies made of them, if there were any, at the

request of the party that provided them and no later than on conclusion of the service rendering.

A breach of this obligation, in addition to the legal liabilities incurred by the bidder, shall entitle Bilbao Metropoli 30 to sue the contractor for the damages this may have caused them.

Personal data processing

When, in order to render the services forming the purpose of the contract, the contractor has access to information systems and files containing personal data the holder of which is Bilbao Metropoli 30, the contractor undertakes to access and process the personal data stemming from the rendering of its services as per the instructions it receives Bilbao Metropoli 30 and to do so solely and exclusively to render the services comprising the purpose of the contract.

In compliance with the provisions of article 12.2 of Organic Law 15/1999, of 13 December, the Personal Data Protection Act (PDPA), the contractor undertakes:

- To process the personal data to which it has access whilst rendering their services as per the instructions from Bilbao Metropoli 30, i.e., exclusively for rendering the services provided for in the contract.

- Neither to apply nor to use the personal data held by Bilbao Metropoli 30 for purposes other than those provided for in the contract.

- Not to communicate the personal data held by Bilbao Metropoli 30, not even for its conservation, to other people and/or entities.

Were the contractor to use the personal data provided by Bilbao Metropoli 30 for purposes other than those stipulated in the contract or they communicated or used them thus breaching the provisions of this contract as set forth in article 12.4 of the PDPA, they shall be considered responsible for the processing, responding personally for any infringements that may have been incurred and exempting Bilbao Metropoli 30 of any liability for any infringement of the PDPA that may have been committed.

In accordance with the provisions of article 12.3 of the PDPA, once the contract has been performed and discharged, the contractor undertakes, at the choice of Bilbao Metropoli 30, to destroy the personal data held by Bilbao Metropoli 30 that is in their possession or, alternatively to return all the support media and/or documents containing personal data held by Bilbao Metropoli 30, once the required services have been rendered, so that no copy is kept of the same and no natural or legal person is made aware of the data.

Pursuant to the provisions of article 9 of the PDPA, the contractor likewise undertakes to adopt the necessary technical and organisational measures to guarantee the security of the personal data originating from the files of which Bilbao Metropoli 30 is the holder and to prevent it from being altered, lost, processed or accessed without authorisation and, in general, they undertake to strictly fulfil all of the obligations imposed by the PDPA. On this matter, the contractor expressly states that they have a security document which identifies the file or process and the person responsible and which describes the security measures to be implemented depending on the nature of the personal data they have access to while rendering their services.

In accordance with the provisions of article 10 of the PDPA, the contractor and all the staff involved in any phase of processing personal data are held to professional secrecy and to uphold the utmost confidentiality regarding the personal data held by Bilbao Metropoli 30 and to which they have access during their contractual relationship with the latter, and to comply with all the security measures stipulated in their security document, obligations that shall remain even

after the contractual relations existing between Bilbao Metropoli 30 and the contractor have concluded.

In order to assure compliance with its obligations stemming from the PDPA, Bilbao Metropoli 30 reserves the right to monitor the contractor's fulfilment of the obligations it assumes in this matter, whereby it may carry out audits to verify they are effectively being fulfilled.

The contractor cannot outsource any processing of personal data they have been commissioned to do by Bilbao Metropoli 30 to a third company unless they have obtained prior express authorisation in writing from Bilbao Metropoli 30, which will itemise the services to be outsourced and the identification details of the person/entity responsible for undertaking said processing. The aforementioned authorisation should be attached to the main contract, to form an integral part of that contract. The contractor likewise undertakes to subscribe a confidentiality and data processing contract with the company to which it subcontracts, regulating the services commissioned in the same terms appearing in this clause.

In the event of subcontracting, compliant with the provisions in the previous section, the contractor undertakes to subscribe a service rendering and confidentiality contract with the subcontractor regulating all the details of the services outsourced, the instructions for processing personal data, the prohibition to communicate the data to third parties, the obligation to return and/or destroy the data once the services subcontracted have been fully rendered, together with the obligation to adopt the necessary technical and organisational measures to at all times assure the integrity and confidentiality of the personal data. Once said contract has been arranged, it should be made available to Bilbao Metropoli 30, should the latter so request, in order for it to accredit fulfilment of this obligation.

In the event that the contractor were to outsource all or part of the services it should render to Bilbao Metropoli 30 in breach of the provisions of the foregoing paragraphs, the contractor will assume any liability that may stem from the subcontractor breaching the obligations incumbent on it under the PDPA, exempting Bilbao Metropoli 30 of any liability in this respect.

Transfer and outsourcing

a) The service rendering constituting the purpose of this contract cannot be transferred to a third party.

b) Outsourcing, in part or in full, of the services constituting the subject of these Specifications, will only be acceptable when Bilbao Metropoli 30 has given its prior consent.

Bidders intending to outsource part of the jobs to be performed, if such a possibility were contemplated in SECTION "36" of the Title Page, should include in envelope A a "Statement of Subcontracting" following the model indicated in ANNEX V.

19. OWNERSHIP OF JOBS PERFORMED AND INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The jobs performed in any of their phases shall belong to Bilbao Metropoli 30 which can, at any time, claim delivery of part of the service rendering, provided that such does affect normal development of the jobs still pending.

Through the contracting provided for in these Specifications, Bilbao Metropoli 30 acquires all the industrial and intellectual property rights susceptible to industrial application or commercial exploitation of the deliverable resulting from the jobs contracted for the longest term contemplated under current legislation.

The contractor undertakes to subscribe whatever documents are required of them by Bilbao Metropoli 30 to make the acquisition of these rights effective or to guarantee their public record.

If the contractor wishes to use any documentation, designs, images, information collected or data resulting from the jobs under contract, they must obtain prior written authorisation fromBilbao Metropoli 30.

20. PERSON RESPONSIBLE FOR THE CONTRACT

For technical decision-making, Bilbao Metropoli 30 may appoint a Person Responsible for the Contract to carry out supervisory or advisory duties regarding the actions performed by the contractor. Any decisions stemming from the Person Responsible for the Contract monitoring performance of the same shall be the responsibility of the contracting party or the person in whom they have delegated

They shall likewise assume the duties assigned to them in these Specifications.

The contracting party may delegate some or all of their rights and powers in relation to performance of the contract to the Person Responsible for the Contract.

21. CONTRACT EXTINCTION/DISCHARGE

The contract will expire upon its conclusion or compliance, or be discharged if one of the causes provided for in article 211of the PSCA or in the Civil Code is incurred.

22. COMPETENT JURISDICTION

Any issues arising regarding the preparation or award of this contract shall be resolved before Tribunals of the Contentious-Administrative Jurisdiction (article 27.1 of the PSCA), both parties voluntarily submitting to the jurisdiction of the Courts and Tribunals of Bilbao, expressly waiving any other jurisdiction to which they may be entitled.

Once the contract has been arranged, all lawsuits or discrepancies between the parties to the same stemming from the effects, interpretation, compliance and extinction of the legal relationship will be resolved before Civil Jurisdiction tribunals (27.2 of the PSCA), both parties voluntarily submitting to the jurisdiction of the Courts and Tribunals of Bilbao, expressly waiving any other jurisdiction to which they may be entitled.