GUIDE for the drafting of Documents of Administrative and Technical Clauses for the Energy Performance Contracting with guaranteed savings subject to harmonized regulation (Service Contracts).

—OPEN PROCEDURE—
(Updated on July 2018)

Important Note:

“This guide is based on the old procurement law of the Spanish public sector. On March 9th 2018 the new contract Law of the public sector 9/2017 entered into force. Notwithstanding some aspects of the Spanish procurement law, the main structure of this contract and procurement model is valid for any EU country. Besides, main restrictions from the Eurostat Guide to the Statistical Treatment of EPC have been considered and included.”
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Foreword

The Generalitat de Catalunya wishes and needs to progressively implement efficient and innovative contracting systems to achieve a high level of efficiency in its operations in all areas of work.

This is also true of the field of energy and, for some years now, the Generalitat has bought a significant part of its energy supply (in aggregated way) in bulk, obtaining better prices and conditions. Recently however, even this bulk (aggregated) purchase no longer sets a single price for the entire acquisition period, but variable costs, which follow market trends and provide additional benefits, may be applied.

But we must go beyond obtaining good prices and further into innovative public procurement formulas to reduce energy consumption and generate locally produced renewable energies in public installations, prioritizing self-produced solar energy.

The Government of the Generalitat is committed to ensuring that its installations are energy efficient, as seen in the government agreements which, since 2007, have ratified (validated) and extended the commitments of the Generalitat of Catalonia’s Energy Efficiency Plan for its buildings and installation (GENERCAT) and, in 2014, with the approval of the Catalan Strategy for the Renewal of Energy in Buildings (ECREE).

Unfortunately, the results obtained are far from the objectives set. Budgetary availability and the Spanish Government’s 2013 policy have raised the costs of the fixed part of the energy receipt significantly, penalizing the periods of return on energy-efficiency investments; moreover, the lack of legal certainty and the complicated bureaucracy for small-consumer, self-consumption systems have prevented progress towards the objectives of the GENERCAT Energy Efficiency Plan.

In this scenario, we must take advantage of the market conditions and progressively capture private economic resources from the energy-services sector, fostered by the European Union in the various energy-efficiency directives and but regulated by the Spanish state in the royal decrees that apply them.

Thus, the Catalan Energy Institute, in cooperation with the Health, Education, Justice, and Agriculture Departments, and the general secretariats of Housing and Sports, has developed six pilot projects that use performance contracts with guaranteed energy savings. These enable us to work with and go more deeply into the contents of the technical and administrative specifications to guarantee the maximum confidence in the energy services model, based on payment for the energy savings achieved throughout the contract period. These projects have also allowed us to evaluate the protocol for measuring and verifying the savings achieved through the international IPMVP system. (Evaluation) Control of savings becomes essential to guarantee the virtue (goodness) of the contract.
The savings achieved in these projects exceed 30% of the initial energy consumption and polluting emissions are reduced by over 40%.

However, these savings require investments in technology and regulation and control systems that will require long service contracts to guarantee their economic feasibility based only on the returns provided by energy savings.

The Government's support for moving forward with performance contracts with guaranteed savings will materialized in February 2017 with the approval of the government agreement which authorized the extension of the term for energy-efficiency contracts and/or renewable energy service contracts of the energy-performance contract type with guaranteed savings that enables the service contract to be extended to a maximum of 12 years.

This guide is based on the need to standardize and publicize this new contractual model based on the expertise of professionals that provide energy-efficiency services to the administration and who are remunerated with the savings achieved.

The content of this publication was prepared jointly by the General Directorate of Public Procurement, the Administrative Contract Advisory Board, the General Directorate of Budgets and the Catalan Institute of Energy, advised by the General Comptroller of the Generalitat. It was approved by the Public Contract Environmental Monitoring Commission.

The conditions of the National Agreement for Energy Transition approved by the Catalan Government in February 2017 sets the path for Catalonia’s energy sovereignty and the need to work towards the highest level of energy efficiency of the economy, wholly sustained by renewable energy. In this model, buildings play a fundamental role as the backbone of citizen’s empowerment in the necessary democratization of energy.

Energy efficiency professionals and their collaboration with the administration through energy service contracts with a guarantee of savings will contribute significantly to fulfilling Catalonia’s energy-transition objectives

Assumpta Farran i Poca
Director of the Catalan Institute for Energy
Notes:

The purpose of this guide is to help procurement entities draft the specifications of the specific administrative clauses and the technical specifications of the performance contracts with guaranteed energy savings subject to standardized regulation awarded by Public Administrations in open procedures.

In this sense, this guide contains a catalogue of the clauses that the specifications must generally contain. Thus, the clauses are formulated as examples of possible content and may be adapted. Moreover, the guide incorporates clarifications and instructions to be taken into account by the contracting bodies, as well as proposals, shown in italics and in parentheses, for drafting some of its clauses.

This guide incorporates the amendments to the legal framework in matters of public contracting derived from directly applying certain provisions of Directive 2014/24/EU, of the European Parliament and of the Council of 26 February 2014, on public contracts, in accordance with the considerations made in Report 1/2016, of April 6, of the Permanent Commission of this Advisory Board, as well as with Decree Law 3/2016, of May 31, on urgent measures in the field of public procurement and the Catalan Government’s agreement approved on February 14, 2017, which authorizes the extension of the term of energy performance contracts with guaranteed savings and contracts for renewable energy services.

This guide contains the precise specifications that energy performance contracts with guaranteed savings must follow:

1. Ensure that these contracts do not generate a debt for the Generalitat, establishing that the facilities provided by private companies are the property of the company throughout the contract term and become the property of the administration, at zero cost at the end of the contract.

2. Ensure that the service contracts related to these operations may be in force for up to 12 years, because the contractor’s remuneration for the energy-efficiency service is obtained solely from the energy savings derived from the contract, at no charge to the Generalitat’s budget.

3. Eliminate all risk for the Generalitat of Catalonia, establishing that the remuneration paid to the companies providing the energy-efficiency service that is set at the beginning of the contract is less than the economic value of the savings achieved, so that the economic risk corresponding to achieving the guaranteed savings is assumed by the Energy Services Company.

These types of contracts are classified as service contracts in accordance with current legislation, and, if we consider that they are linked to building maintenance, they are specifically classified as service contracts. Before opening the tender and at the request of Department or entity concerned, The Catalan Energy Institute will prepare a report certifying the characteristics of the contracts and the inclusion of these contents in the tender documents and therefore, also certifying that the contract refers to energy-efficiency services of the energy performance contract with guaranteed savings kind.
On the other hand, this Guide for drafting specifications incorporates the clause models provided in Recommendation 1/2009, of July 30, of adaptation of Recommendation 2/2005, of May 5, of the Advisory Board on Administrative Contracts, on the inclusion of language clauses in administrative contracts to promote the use of Catalan, in compliance with Act 30/2007 of October 30, on public sector contracts. It also incorporates the content of the various recommendations and instructions made by this Advisory Board.

Moreover, the following documents must be taken into account when drawing up the specifications of particular administrative clauses:


- Environmental guides developed by the Department responsible for the environment, which contain instructions to be incorporated into the specifications, according to the different types of contracts.

- Guide to good practices for promoting R&D&I in public procurement, which includes a series of recommendations and examples on how to facilitate and favour the integration of Research and Development projects, so that public procurement drives innovation.

These guides are available on the website of the Administrative Contract Advisory Board (www.gencat.cat/economia/jcca).

Moreover, when the specifications referred to in this Guide are drafted, the Resolution of October 27, 2010 must also be taken into account; this was approved by the Joint Commission for Relations with the Court of Auditors in relation with the motion on the need to avoid the risk of employees of service companies contracted by the Administration becoming employees of the Administration because of the conditions under which the contracted activity is conducted by virtue of court rulings (BOE no. 15, of January 18, 2011). According to this ruling the specifications of private administrative clauses, service contracts and those that are formalized, as the case may be, with temporary employment companies, must define as accurately as possible the services and results to be provided and the vigilance of these aspects must be increased to avoid the risk of the service-company staff being consolidated as personnel of the contracting body. Similarly, and for the same purpose, care must also be taken that, when executed, the contract does not deviate from the agreement, and must be completed within its stipulated term and any extensions to it.

Finally, it is worthwhile bearing in mind when drawing up the administrative clauses of the service contracts that, if the execution of the contract requires the contractor’s personal or technical staff to act on the Administration’s premises, depending on the risk involved, the relevant provisions regarding the prevention of occupational hazards and health and safety in the workplace, as well as, where appropriate, those related to the means of coordinating several concurrent companies must be taken into account.
SHEET OF ADMINISTRATIVE SPECIFICATIONS (ASS)

Specific Administrative clause specifications

Meaning of main abbreviations used in this document:

**CPV.** Common Procurement Vocabulary
**CIF.** Codi Identificació Fiscal. Tax Identity Number (TIN).
**DEUC.** Document Europeu Únic de Contractació
Corresponds to **SEPD**, Single European Procurement Document.
**ECO.** Refers to Ministry of Economics
**e-NOTUM.** Service that allows to do notifications of administrative acts (resolutions, decrees, notifications,…) and communications by electronic media with all legal guarantees established by the current regulation.
**GMAO.** Gestió Manteniment assistit per ordinador.
Computed Aided Maintenance Management (CAMM).
**IPMVP.** International Performance Measure & Verification Protocol.
**JVA.** Joint Venture Agreement
**LOPD.** Llei Orgànica de Protecció de Dades
Statutory Law of Data Protection (Spanish Data Protection Law).
**NIF.** Número d’identificació Fiscal. Number of Tax identification (TIN)
**PPE.** Personal Protective Equipment.
**PRL.** Prevenció de Riscos Laborals
Occupational Risk Prevention (ORP)
**RELI.** Registre d’empreses Licitadores
Register of Tender companies
**RGLCAP.** Reglament General Llei Contractes de l’Administració Pública.
General Regulation Law of Contracts of the Public Administration
**ROLECE.** Registre oficial de licitadors i empreses classificades de l’Estat
Official register of bidders and classified companies of the State
**TBA.** Temporary Business Association
**TC2.** Document oficial de la Tresoreria de la Seguretat Social per a la recaptació de quotes de cotització.
Official document of the Treasury of the Social Security for the collection of quotas for contributions
**TRL CSP.** Text Refós Llei Contractació del Sector Públic
Guided wording under the Law for Public Contracts
Chart of characteristics

Chart of characteristics of the energy performance contract with guaranteed savings and its maintenance of the xxxxx building of the xxxx department of the Generalitat de Catalunya located at xxxx street of xxxxx by means of an open procedure with a plural award criterion.

File N° XXX/0X
Contracting entity: XXXXXXXX
Profile of the contracting entity:
http://contractaciopublica.gencat.cat
You can also access it through the web xxxxxxxx

Public hours: from Monday to Thursday from 9:00 a.m. to 2:00 p.m. and from 3:00 p.m. to 5:30 p.m. and on Friday from 9:00 a.m. to 2:00 p.m. Tel. : xxxxxxxxxx Fax: xxxxxxxxxx E-mail: xxxx, Web address: www.xxxxxx

A. Description of the purpose of the contract

A.1. Purpose of the contract: Energy Efficiency and Maintenance Improvement Service of xxxxxxxxxxxxx. All the data of the building go here and not in the specifications. Proposal

A.2. Division in batches: ☐ Yes ☐ No
If the contract is not divided into pools, state the reasons:
(The text below is an example of justification:
This contract is not divided into batches(pools) because it is a contract for a single building and for energy savings it is important that the company itself be responsible for guaranteeing improvements in efficiency and maintenance)

A.3. CPV Code:
50000000-5 Repair and maintenance services
50116100-2 Electrical repair and maintenance services
50532400-7 Electrical distribution repair and maintenance services
50710000-5 Repair and maintenance services of electrical and mechanical equipment
50711000-2 Repair and maintenance services of buildings electrical equipment.
50800000-3 Various repair and maintenance services

B. Economic data

B.1. Price determination:
☐ At fixed prices ☐ Unit prices

B.2. Estimated value of the contract (VAT excluded): € xxxxxxxx, VAT excluded
B.2.1. Amount corresponding to VAT: €xxxxx

B.3. Tender budget (excluding VAT): €xxxxxxxxxx
B.3.1. Amount corresponding to VAT: €xxxxx
B.3.2. Maximum price of the energy efficiency service (efficiency fee): €xxxxx
B.3.3. Maximum price of the maintenance service (maintenance fee): €xxxxx
Table B.3.1. Maximum fees.

<table>
<thead>
<tr>
<th>Years</th>
<th>Efficiency Fee (€)</th>
<th>Efficiency Fee Inc. VAT (€)</th>
<th>Maintenance Fee (€)</th>
<th>Maintenance Fee Inc. VAT (€)</th>
<th>Total Service (€)</th>
<th>Total Service Including. VAT (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
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<td>Year 2</td>
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</tbody>
</table>

Table B.3.2. (Minimum maintenance fee can also be defined). Minimum Fees.

<table>
<thead>
<tr>
<th>Years</th>
<th>Minimum Efficiency Fee (€)</th>
<th>Minimum Efficiency Fee Including VAT (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
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<td>Year 2</td>
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<td>Year 3</td>
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<tr>
<td>Year n</td>
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</tr>
</tbody>
</table>

C. Existence of credit

C.1. Accounting budget item of the Government Agreement of xxxxxxxxx day: xxxx number
According to the Government Agreement on expenditure authorization.
C.2. Multiannual supply file: ☐ Yes ☐ No
According to the Government Agreement on expenditure authorization

D. Duration of the contract
D.1. Contract duration: xx years from the time of signing the contract.
(Minimum Contract duration has to be at least 8 years)

E. Variants
Optional variants ☐ Yes ☐ No

F. Procedure of the file and award procedure
Award procedure: open with a plurality of award criteria subject to standardized regulation

Form of procedure:
☐ Ordinary
☐ Urgent

Electronic processing ☐ Yes ☐ No
G. Economic, financial and technical solvency, and business classification

G.1 Economic and financial solvency:

In compliance with article 75 of Royal Legislative Decree 3/2011, of November 14, which approves the consolidated text of the Public-Sector Contracts Law (TRLCSP), the economic and financial solvency required by participating in this tender, as well as the means to accredit it, are:

- Turnover of activities corresponding to the contract purpose, referring to the last three financial years, based on the date of commencement of business activities of at least 70% (Excluding VAT) from the tender budget. The annual accounts, approved and deposited in the Mercantile Registry, or, where appropriate, in the official registry in which they were to be entered of the company proposed as the successful bidder must be submitted as evidence of the declared turnover.

If, for a justifiable reason, the employer is not in a position to present the references requested, the company may be authorized to certify the financial and economic solvency by means of any other document that the contracting body deems appropriate.

G.2 Technical and professional solvency:

In accordance with article 78 of the TRLCSP, the technical and professional qualifications required to participate in this tender, as well as the means to accredit it, are:

- List of at least 1 service carried out over the last 5 years, whose, dates and public or private recipients are all similar to those of the contract purpose and whose amount is equivalent to 50% (excluding VAT) of the tender budget. The services performed must be accredited by means of certificates issued or approved by the competent body, when the recipient is a public-sector entity or when the recipient is a private buyer, by means of a certificate issued by it or, in the absence of this certificate, by means of a declaration by the employer.

- The company must prove:
  - Technical staff certified in the International Protocol for Measurement and Verification (IPMVP). The documentation that certifies the CMVP certification must be submitted.

G.3 Business classification:

The classification through which a bidder may also prove solvency is the following: Group P; subgroup 1, 2 and 3, category C.

Bidding companies must also accredit:

Level of the work team: technical personnel certified in the International Performance Measurement and Verification Protocol (IPMVP). The documentation certifying IPMVP certification must be submitted.

(The technical and financial suitability and business classification may vary depending on the project, and in this case, they will be specified in each contract)
Civil liability insurance policy:
(The minimum amount of the risks to be covered must be noted)

H. Award criteria

- Award criteria subject to value judgment. 45 points.
- Award criteria for automatic valuation. 55 points.

I. Criteria for determining the existence of unusually low prices

Proposals that offer Efficiency Fees lower than the minimum defined in Table B.3.2 of these specifications will be considered presumably abnormal low and Article 152 of the TRLCSP will be applied.

Proposals that offer Maintenance Fees lower than the minimum defined in Table B.3.1 of these specifications will be considered presumably abnormal low and Article 152 of the TRLCSP will be applied.

J. Other documentation

Other documentation to be presented by the bidding company whose proposal has been selected for the award: that stipulated in the clause 14.2 of this document.

K. Provisional Warranty

Establishment of the provisional warranty:
☐ Yes
☐ No

L. Final Warranty

L.1 Establishment of the final warranty:
☒ Yes 5% of the award amount, excluding VAT
☐ No

L.2 Establishment of a supplementary warranty:
☐ Yes
☐ No

M. Special execution conditions

☒ Yes
- Fulfill the guaranteed savings
- Comply with the maintenance plan
- Fulfill the conditions of comfort of the building

☐ Not established

N. Amendments to the proposed contract

Amendments may be accepted in:
☐ Yes. Maximum percentage allowed: 20%   ☐ No

Specific causes for amending the contract:
1. Extension or reduction of the contract service due to organizational causes and normal operation of the Centre.
2. Amendments of the contract when cuts, containment or modification of the expenditure occur for budgetary reasons.

Transfer allowed:
☐ Yes  ☐ No

O. Outsourcing
☐ Subcontracting is admitted Percentage admitted: 60 %
☐ Outsourcing must be with unrelated third parties Yes  ☐ No
☐ Subcontracting is not admitted

P. Price review
☐ Yes  ☐ No

Q. Time limit for Guarantee
Need to define a deadline for the guarantee:
☐ Yes  A two-month guarantee time is established
☐ No

R. Maximum amount of the costs of auditing and advertising that must be paid by the winning company or companies
XXXXX euros

S. Work Program
Yes, the presentation of a Measurement and Verification Plan is required, in accordance with the provisions of Annex II A and B of the Technical Specification.
☐ Yes  ☐ No

T. Form of payment
☐ Fractional payments: monthly
☐ A single payment

U. Contractor profile:
   U.1. General Registry
   Indicate where all the information will be uploaded.
   U.2. Other contract information
   To make the obligatory visit to the Centre’s installations, the information corresponding to the visiting day and other information on the visit will be uploaded to the Centre Contractor’s Profile. The certificate of completion of the visit must be submitted in envelope A, according to the document model in annex 10.

V. Data for the electronic invoice
Processing unit:
Managing body:
Accounting office:
I. GENERAL PROVISIONS

FIRST. PURPOSE OF THE CONTRACT

1.1 The purpose of the contract is to improve energy efficiency and the corresponding building maintenance, to provide energy, economic and environmental savings in the terms set forth in the Energy Efficiency and Savings Plan for the Administration’s buildings as approved by the Agreement of the Government of the Generalitat of Catalonia, of August 30, 2011 and its extension 2015-2017 approved on June 16, 2015, in accordance with the details set out in section A.1 of the characteristics chart.

1.2 The batches into which the contract is divided are shown in section A.2 of the characteristics chart. (In accordance with article 5 of Decree 3/2016, of May 31, on urgent measures regarding public procurement (hereinafter, DL 3/2016), when the purpose of the contract is not divided into pools, a report must be included in the file that justifies the reasons and published in the specific administrative clauses. On the other hand, the lots must be made up considering issues such as the type of or reason for said division, as well as the purpose and volume of the contracts; for example, pools grouped by functionality, by geographic criteria, by thresholds or economic ranges, and so on. The sector at which the tender is aimed, as well as the profile and type of companies called to participate must also be considered).

1.3 The expression of the code corresponding to the nomenclature of the Common Procurement Vocabulary (CPV) is described in section A.3 of the characteristics chart. (The code corresponding to the nomenclature of the Common Procurement Vocabulary (CPV): in accordance with Commission Regulation (EC) 213/2008 of November 28, 2007, which modifies Regulation (EC) ) 2195/2002 of the European Parliament and of the Council approving the CPV and 2004/17 / EC and 2004/18 / CE of the European Parliament and of the Council on the procedures of public contracts, with regard to the CPV review

SECOND. ADMINISTRATIVE NEEDS TO BE MET AND SUITABILITY OF THE CONTRACT

This contract must meet two needs in accordance with the specifications that are set out in the technical specifications:

- Reduce the building’s energy consumption by improving its energy efficiency, carrying out actions to improve the energy installations, and improve its management
- Perform the maintenance to achieve the perfect operation and performance of the installations derived from the contract and all its components

(We must indicate the needs that the contract must meet or, where appropriate, include a reference that these needs are to be found in the technical specifications).

THIRD. ECONOMIC DATA OF THE CONTRACT AND EXISTENCE OF CREDIT

3.1 The system for determining the price of the contract is indicated in item B.1 of the characteristics chart.
The contract price may be determined by reference to supply components, to units of execution or to units of time; it may be set at a fixed price or fees or by applying fees to rates. A combination of several modalities may be used.

3.2 The estimated value of the contract is indicated in **section B.2 of the characteristics chart**. The amount corresponding to Value Added Tax will be indicated as an independent item, in section B.2.1 of the characteristics table. (To calculate the estimated contract value, the provisions of article 88 of the TRLCSP and article 5 of Directive 2014/24 / EU, of the European Parliament and of the Council, of February 26, 2014, on public procurement (hereinafter, Directive 2014/24/UE) must be taken into account.

3.3 The tender budget is determined in **section B.3 of the characteristics chart**. This is the maximum amount that can be offered by the companies that take part in the tender. The maximum tender budget is divided into two items, the maximum price of the energy efficiency service, which is set in **section B.3.2 of the characteristics chart**, and the maximum price of the maintenance service, indicated in **section B.3.3 of the characteristics chart**.

3.4 The prices of each service are divided into annual payments defined as fees: the efficiency fee and the maintenance fee. The efficiency fee (€) presented by the bidder in its economic offer must not exceed the amount established in **Table B.3.1 of the characteristics chart**, nor be less than the amount established in **Table B.3.2 of the characteristics chart**.

3.5 **Guaranteed savings**: by contract, energy savings (kWh) of no less than XX% in electricity consumption, XX% in gas and XX% in water consumption must be guaranteed. Similarly, the maximum energy saving should not exceed XXX% of electricity, XXX% of gas and XX% of water consumed, to guarantee the conditions of comfort and operation that the user and the building require. Thus, the savings that the tenderer must guarantee in its economic offer must be found among the amounts established in table 1.2.1 and table 1.2.2 of Annex I (Energy Performance Guarantee) of the Technical Specifications. Offers whose savings are less than those established in table 1.2.1 of Annex I will be excluded from the tender. Bidders whose offers exceed those set out in table 1.2.2 of Annex I may be required by the contracting body to justify the offer’s feasibility and guarantee the conditions of comfort and functionality that the user and the building require and may be excluded from the tender if these explanations are not convincing.

3.6 **Efficiency fees**: the efficiency service is remunerated based on the savings that have been guaranteed by contract. The bidder must offer its fee based on the values of tables B.3.1 and B.3.2 that refer to maximum and minimum efficiency fees (€), while the values of the tables 1.2.1 and 1.2.2 of Annex I (Performance Guarantee) refer to the minimum and maximum energy savings (kWh); that is, the savings that the bidder guarantees. The total annual guaranteed savings, expressed in Euros and applying the reference energy prices set in the tender specifications must be greater than the total efficiency fee paid annually, so that the efficiency fee does not exceed the guaranteed savings.

3.7 The amount corresponding to Value Added Tax, will be indicated as an independent item in **section B.3.1 of the characteristics chart**.
3.8 The price of the contract is the awarded price and it must include, as an independent item, Value Added Tax. The price must include the contracting company’s profits and all the costs needed to perform the contracted services, including general, financial, insurance, verification, testing, transport and delivery of the contract goods, fees, wages and salaries of the personnel who carry them out, travel of all kinds, and any other costs that may be established or modified while the contract is in force, without being able to charge them separately.

3.9 To meet the obligations under this contract, all regulatory procedures to ensure the existence of credit for the payment of the contract have been complied with. The budget to which this credit is charged is mentioned in section C.1 of the characteristics chart.

The contract execution term includes more than one budgetary year and the multi-year spending scope, defined in section C.2 of the characteristics chart, has been authorized.

(If the contract is formalized in the budgetary year before the beginning of its execution, it will be necessary to specify that the award will be conditioned by the existence of sufficient suitable credit to finance the contractual obligations in the corresponding budgetary year)

FOURTH. DURATION OF THE CONTRACT

The duration of the contract is set out in section D.1 of the characteristics chart. The total and partial execution periods, and the start of the period in which the contract benefits can be demanded, are set out in clause 3 in the Technical Specification.

The contract may be extended, by agreement between the parties, if this is provided for in section D.2 of the characteristics chart.

(The energy performance contract with guaranteed savings covered by this tender is a service contract with a term of validity exceeding eight years, in accordance with the provisions of article 303.1 of the consolidated text of the Public-Sector Contract Law, approved by Royal Legislative Decree 3/2011, of November 14 and in accordance with the agreement of Government approved on February 14, 2017, the contract shall not have a term of more than twelve years).

FIFTH. LEGAL REGIME OF THE CONTRACT

The contract is administrative in nature and is governed by these administrative clauses and the technical specifications.

(The documents of a contractual nature must be indicated in the specific administrative clauses or in the technical specifications)

Similarly, the parties are expressly subject to the following regulations:

a) Directive 2014/24 / EU, of the European Parliament and of the Council, of 26 of February of 2014, on public procurement, in everything that is directly applicable.

b) Decree 3/2016, of May 31, on urgent measures in the field of public contracts.

c) Revised text of the Public-Sector Contracts Act, approved by Royal Legislative Decree 3/2011, of November 14 (TRLCSP).

e) General regulation of the Act on public administration contracts approved by Royal Decree 1098/2001 of 12 October, in everything not modified or repealed by the two aforementioned provisions (hereinafter, RGLCAP).

f) Act 39/2015, dated October 1, on the common administrative procedure of public administrations; Act 25/2013, of December 27, on the promotion of the electronic invoice and creation of the accounting register of public sector invoices; Act 29/2010, of August 3, on the use of electronic means in the public sector in Catalonia, and its implementing regulations; Decree 96/2004, of January 20, which regulates the use of electronic, computer and digital means in contracts with the Administration of the Generalitat; Decree 107/2005, of May 31, on the creation of the Electronic Register of Bidding Companies of the Generalitat de Catalunya; and Decree 56/2009, of April 7, for promoting and developing electronic media in the Administration of the Generalitat.

g) Moreover, the remaining rules of administrative law apply and, in their absence, the rules of civil law. Ignorance of any of the terms of the contract clauses, of the other contractual documents that are part of them, or any the instructions or other rules that are applicable in the execution of the agreement, does not exempt the successful bidder from complying with them.

These Specific Administrative Terms and Conditions, the Technical Specifications and other attached documents, shall be of a contractual nature. The most economically advantageous offer in terms of savings made by the successful tendering company shall also be of a contractual nature. The contract will conform to the content of this document, whose clauses shall be considered an integral part thereof.

If there is any discrepancy between this document and any of the other contract documents, the Specific Administrative Terms and Conditions containing the rights and obligations assumed by the contracting parties shall prevail.

Ignorance of any of the terms of the contract clauses, of the other contractual documents that they comprise, or any instructions or other rules that are applicable in the execution of the agreement, does not exempt the successful bidder from complying with them.

If there is a discrepancy between the Catalan version and the Spanish version of this document, the Catalan version shall prevail.
(When the documents are drafted in Catalan and the Spanish version is a translation of the Catalan version, we consider that the Catalan version will always be the correct one because any errors in the Spanish version are misinterpretations of the original documentation)

SIXTH. ADMISSION OF VARIANTS

Variants of the issues and in the conditions that are expressly established will be accepted when so stated in section E of the characteristics chart.

(In accordance with Article 45 of Directive 2014/24 / EU, bidders may also be required to present variants, if this is indicated in the tender notice)
Variants must be linked to the object of the contract, refer to elements previously established in section E of the characteristics chart and be expressed as provided for in section E of the characteristics chart.

(The specifications or the tender notice must indicate the minimum requirements that must be fulfilled, as well as how the bid must be presented).

(It should be borne in mind that Order ECO/124/2015, of April 27 states that, in order to provide the public sector with access to the most advanced and innovative solutions and to promote these solutions, and where applicable, to select and program innovative public procurement projects, the procurement entities must include, in the tenders which they consider the incorporation of innovative components to be feasible, the possibility that the bidding companies or participants in the contract present solutions containing variants or improvements to the solutions set out in technical specifications, as long as they meet the minimum functional and technical requirements established.

Also the Government Agreement of December 9, 2009 on measures in public contracting, and the good practices Guide for promoting R&D&I in the field of public procurement, provide that, in contracting procedures related to contracts with a high or specific technological components or that imply creating sophisticated demands, the contracting bodies accept the possibility of proposing variants to enable companies from the private sector to present alternative technical proposals that might improve the definition of technical specifications and initial technical proposal).

SEVENTH. PROCESSING OF THE FILE AND THE AWARD PROCEDURE

The form of processing the file is in section F of the characteristics chart. The contract will be awarded by the contracting body through an open procedure with several award criteria.

(The election of the award procedure must be duly justified in the contract dossier, as provided for in article 109 of the TRLCSP).

Section F of the characteristics chart must also state, if applicable, if the procedure is electronic. In this regard, the provisions of sections 5 and 6 of article 22 of Directive 2014/24/EU must be taken into account; these refer to requiring tools and devices not generally available, and rules applicable to the tools and devices for sending and receiving electronic bids

EIGHTH. USE OF ELECTRONIC MEDIA

8.1 In accordance with the provisions established by the fifteenth and seventh additional provision of the TRLCSP; by Law 39/2015, dated October 1, on the common administrative procedure of public administrations; by Decree 96/2004 of January 20, which regulates the use of electronic, computer and digital means in the treatment of the Administration of the Generalitat, and by Decree 56/2009, of April 7, for the promotion of electronic media in the Administration of the Generalitat de Catalunya; all the procedures, actions and communications that are made during the contracting procedure and during the validity of the contract that is tendered, between the bidding companies and contractors and the contracting administration, will be done preferably by electronic, computer and digital means, and they will be directed to the email address that the company has indicated.
As parties interested in this tender, bidders must subscribe to the virtual tendering news subscription service that will be made available on web of the contracting department belonging to the contracting body. This can be found on the Public Contract Services Platform of the Generalitat (https://contractaciopublica.gencat.cat/perfil).

(The specific web address of the contracting department of the contracting body must be specified, not the general Platform address).

This subscription will allow the contracting body to send immediate notice to the electronic addresses of the subscribers of any news, publication or incident that affects this tender.

Thus, any communication that must be made regarding the tender procedure and the award of this contract will be carried out through the notice board associated with the virtual tender space of this tender for the Public-Service Contracting Platform.

The electronic bulletin board monitors the authenticity, integrity and date and time of publication of the published information.

(In accordance with Article 22.2 of Directive 2014/24 / EU, communications may be made orally provided they do not refer to essential elements of the contracting procedure – specifications, requests for participation, confirmations of interest and offers– and their contents must be documented)

8.2 Bidding companies may also register in the Bidder's Profile, after the required authentication has been completed. The Bidder's Profile comprises a set of services aimed at bidding companies with the aim of providing each one with a space of their own and of providing a set of tools that facilitates access and manages requests for bids that may interest them. To register, click on the "Bidder Profile" section of the Public Contract Service Platform after having obtained the required digital certificate.

(The specifications may indicate on the Public Services Contracting Platform, that companies have at their disposal a "bidder's guide").

8.3 The notifications made during the contracting procedure and during the validity of the contract under offer shall be made electronically through the e-NOTUM notification system, in accordance with the TRLCSP and Act 39/2015, October 1, on the common administrative procedure of public administrations.

For these purposes, the company must indicate an email address and a mobile telephone number for receiving alerts on the publication of notification and for authorizing the person or person who may access them. Once the company receives the email indicating that the corresponding notification is available on e-NOTUM system, the designated person must access the system, using the link that will be sent to him for these purposes.

8.4 Similarly, the contract shall preferably be formalized as an administrative document by electronic signature. To this end, the successful bidders' legal representatives must have an electronic signature certificate of a physical person on a secure device delivered by one of the certification entities classified by the "Administració Oberta de Catalunya" (Catalan Open Administration) Consortium, or by an electronic DNI.
(The First Additional Provision of DL 3/2016 establishes that the use of an advanced electronic signatures based on qualified or recognized electronic signature certificates will be sufficient in the terms set forth in Regulation 910/2014 / EU, the European Parliament and the Council of 23 July 2014 on electronic identification and trusted services for electronic transactions in the internal market; this repeals Directive 1999/93 / EC)

NINTH. AUTHORITY TO CONTRACT

9.1 The following Spanish or foreign natural or legal persons who meet the following conditions may participate in this tender and subscribe, if applicable, to the corresponding contract:

a) Hold legal personality and full capacity to act, in accordance with the provisions of article 54 of the TRLCSP;

b) Not be legally disqualified to contract, nor be subject, for any reason, for exclusion in accordance with the regulations on public procurement or any of the causes prohibiting contracting contained in Article 60 of the TRLCSP, which may be determined by any of the means established in article 73 of the TRLCSP.

(It should be noted that, in accordance with Report 1/2016, of April 6, by the aforementioned Contracting Advisory Board, the causes for exclusion established in section 4, letters d) and i) of article 57 of Directive 2014/24/EU and not included in the TRLCSP, regarding the contracting authority having plausible indications of agreements with other economic operators intended to distort competition, and of having tried to unduly influence in the decision-making process of the contracting authority, obtain confidential information that might confer undue advantages or negligently provide misleading information shall be considered directly applicable, although their application requires that a procedure that respects the Principles of action and the guarantees to be applied be followed, such as the obligation to hear the interested party).

However, companies incurring a reason for exclusion other than that related to not being up-to-date with their tax obligations or with social security or having been excluded by final decision of participation in contracting procedures will not remain excluded from the procedure if they prove their reliability, by presenting sufficient evidence of the measures they have taken. To that end, companies must demonstrate that they have paid, or have committed to pay, the corresponding penalty for any damage caused by the criminal offense or the misdemeanor, and that they have fully clarified the facts and circumstances and collaborated actively with the investigating authorities and that they have adopted the proper technical, organizational and specific measures to avoid further criminal offenses or misdemeanors.

(In accordance with section 6 of article 57 of Directive 2014/24/EU, the measures adopted by economic operators must be evaluated taking into account the degree and particular circumstances of the criminal offense or fault and, if the measures are considered insufficient, the economic operator must receive a reason for the decision).

c) They provide evidence of the solvency required in section G of the characteristics chart of the contract.
d) They possess the business or professional qualification which, where necessary, is required to carry out the activity or service that constitutes the object of the contract.

e) That the purpose or activity of the companies is directly related to the object of the contract, according to its statutes or articles of incorporation.

f) They have an organization with sufficient human and material resources to execute the contract properly.

Likewise, the services subject to this agreement must be included within the corporate purpose, object or scope of the bidding companies, according to its statutes or its articles of incorporation and be duly accredited. The requirements of capacity, solvency and absence of prohibitions for contracting must be met when the offer is presented and must be maintained until the time of the contract is awarded formalized.

9.2 The capacity to act of Spanish legal entity companies must be accredited by means of the articles of incorporation or their amendments registered in the Mercantile Registry, when this is enforceable according to mercantile legislation. When it is not, capacity to act must be certified by means of the deed or constitution document, bylaws or founding instrument, in which the rules governing its activity are recorded and registered, if applicable, in the corresponding official record. The company's Tax Identity Number must also be provided.

The capacity to act of Spanish companies represented by individuals must be accredited by the presenting the Tax Identity Number.

The capacity to act for non-Spanish companies from European Union Member States or signatories to the Agreement on the European Economic Area must be certified by registering in the pertinent professional or mercantile registries of the member state in which they were incorporated or an affidavit or one of the certifications indicated in Annex XI of Directive 2014/24/EU must be presented.

The capacity to act of foreign companies from States that are not members of the European Union or signatories to the Agreement on the European Economic Area must be certified by the provision of a report issued by the permanent diplomatic mission or by the Consular Office of Spain in the country where the company is registered. This accreditation must state that the company is registered in the local professional, commercial or similar register, or, failing that, that they habitually operate within the scope of activities covered by the contract purpose. They must also provide a report of the Permanent Diplomatic Mission of Spain or of the General Secretariat of Foreign Trade that certifies that the State of which they are nationals has signed the Agreement on public procurement of the World Trade Organization (WTO)).

9.3 Tender companies that have been temporarily constituted for this purpose, as joint venture agreement (JVA) or Temporary Business Association (TBA) may also participate in this tender, without it being necessary to formalize the JVA/TBA in a public deed until the contract has been awarded. These companies are jointly and severally liable to the Administration and must appoint a representative or sole representative with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until its termination.

9.4 Companies that wish to establish TBAs/JVAs to participate in public tenders can be found using the functionality of the General Public Procurement Services Platform, which is in the "Bidder’s Profile".
(In accordance with Instruction 1/2014, of January 9 of the Office of Supervision and Evaluation of Public Contracts, the procurement bodies must disseminate and promote the virtual meeting point of the Public Procurement Services Platform as a tool to promote business associations and, especially, to promote the access of SMEs to public tenders.)

9.5 The companies that have participated in preparing the technical specifications or the preparatory documents of the contract cannot compete for the tender, if this participation can lead to restrictions on free competition or imply privileged treatment compared to the rest of the bidding companies.

The natural or legal persons of States not belonging to the European Union are eligible to bid, providing they meet the previous requirements and, furthermore, the foreign company’s State of origin allows Spanish companies to formalize substantially similar contracts with its Administration and with public sector entities, bodies or organizations comparable to those listed in article 3 of the TRLCSP.

TENTH. SOLVENCY OF BIDDING COMPANIES

10.1 Companies must prove that they meet the minimum solvency requirements detailed in section G.1 of the characteristics chart, either using the means listed therein or by the submitting the classification equivalent to this state of solvency, as indicated in section G.2 of the same chart.

(In accordance with the provisions of article 65.1b of the TRLCSP on service contracts, the business classification is not mandatory for any estimated value, although classification is one of the means by which companies can accredit their solvency. Thus, in the bidding for contracts whose object corresponds to a subgroup, companies may prove their solvency either by accrediting that they meet the minimum requirements of economic and financial solvency, technical or professional solvency or by its submitting evidence of their classification in the group or subgroup corresponding to the object of the contract. Therefore, the tender must establish the selection criteria for determining the economic and financial solvency and the technical or professional solvency of the companies, the minimum requirements demanded and the means to accredit them. The list must also specify the classification group or sub-group and the classification category corresponding to the contract object and amount).

(In addition to being linked to the object of the contract and being proportional to it, the minimum solvency conditions established must be restricted exclusively to those that ensure that bidding companies have the necessary resources and capacity to execute the contract) (In accordance with Article 58.3 of Directive 2014/24/EU, the annual minimum business volume that is required of companies—and that are limited to the area to which the contract refers—must not exceed twice the estimated value of the contract, except in duly justified cases, such as those related to the special risks associated with the nature of the services. In these cases, the main reasons for imposing this requirement must be indicated in the file).

(If the purpose of the contract is split into lots, the solvency required by the companies must be determined in relation to each lot and must be proportional to them. Similarly, the volume of business to be required may be established by reference to sets of lots, if several lots are awarded to the same economic operator, when they must be executed at the same time).
(To certify the economic and financial solvency and the technical or professional solvency, legal effects must be recognized in the information contained in the certificate of registration in the Electronic Register of tendering companies of the Generalitat de Catalunya, in accordance with the second additional provision, paragraph 3, of Act 2/2014 of the Parliament of Catalonia, of January 27 on fiscal, administrative, financial and public sector measures, and in the Official Public Administration Register of Bidders and Classified Companies, in the terms established in the TRLCSP).

(It should be remembered that, when the specifications do not specify the criteria and minimum requirements for accrediting financial and financial solvency or technical or professional solvency, bidders may prove their economic and financial, technical or professional solvency using the criteria, minimum requirements and means of accreditation established as supplementary in article 11.4 of the RGLCAP).

(The option to specify the solvency conditions in accordance with the provisions of article 64 of the TRLCSP may be added)

10.2 Bidding companies can use the capabilities of other entities, regardless of the legal nature of the links they have with them, in order to prove their economic and financial and technical and professional solvency, provided that these entities have not been forbidden to contract and that the bidding companies prove that they have the necessary resources, for example, by presenting the corresponding commitment by the aforementioned entities.

However, regarding the criteria on educational and professional qualifications and professional experience, companies may only resort to the capabilities of other entities if they provide the services for which the aforementioned capabilities are necessary.

If the board verifies that the entity whose capacity it intends to contract is a bidding company that is prohibited to contract, the board will require the entity to replace it. Under the same conditions, the TBA/JVA may resort to the capacities of the participants in the TBA/JVA or to other entities.

(It is also possible to establish the requirement that, if a company uses the capabilities of other entities with respect to the requirements of economic and financial solvency, the company and the entities mentioned are jointly and severally liable for executing the contract. Similarly, it may be required that certain critical tasks be executed directly by the same bidder company or, in the case of an offer submitted by a TBA/JVA, by a participant)

10.3 The EU certificates of classification or similar documents that certify the registration in official lists of companies that are authorized to contract established by the Member States of the European Union constitute a presumption of eligibility in relation to the qualitative selection requirements they contain.

10.4 For the companies that are part of a TBA/JVA must prove their solvency, in the terms indicated in section G.1 of the characteristics chart. The accumulated accreditation of the members of a JVA determine the eligibility of the Association.

To prove solvency by classification, all member companies of the TBA/JVA must be classified and the accumulation regime provided for in article 52 of the RGLCAP will apply to determine whether the JVA complies with the groups and Subgroups indicated in section G.2 of the characteristics chart. Domestic companies and foreign companies that are not nationals of a European Union Member State may accredit their solvency
by means of the business classification. Foreign companies that are EU members may do so by accrediting compliance with the specific solvency requirements.

II. PROVISIONS RELATING TO THE TENDER, THE AWARD AND THE FORMALIZATION OF THE AGREEMENT

ELEVENTH. PRESENTATION OF DOCUMENTATION AND PROPOSALS

11.1 Interested companies can examine the specifications of this contract on the contractor-profile website indicated in section U of the characteristics chart, or obtain a photocopy from the general registry, indicated in section U.1 of the characteristics chart. The additional information requested by bidders on the sheets and additional documents will be provided at least six days before the deadline set for presenting offers, in accordance with the provisions of Article 158.2 of the TRLCSP, if it is requested at least eight days before that date.

(In particular, the use of the Contractor profile is recommended so that companies can raise doubts and queries and ask for the clarifications they deem appropriate and receive answers. It also serves as a means of communication between the Administration and bidding companies) (The possibility of indicating the provisions of article 119.1 of the TRLCSP in the specifications must also be taken into account; these refer to the information on obligations related to taxation, environmental protection, employment and working conditions)

11.2 Bidding companies must present the documentation required and their proposals in THREE SEALED ENVELOPES, as provided for in section 11.6. Envelopes must be identified and signed by the bidder or the company representative, indicating the name and surname or business name, as appropriate. Moreover, the envelopes must specify the tender for which they bid. Each envelope must contain a table of contents.

In accordance with article 23 of the RGLCAP, foreign companies must present the documentation officially translated into Catalan and/or Spanish.

11.3 Envelopes must be submitted at the place(s) indicated in the tender announcement. Proposals may also be submitted by post only within the established bid submission period. In this case, the bidder must provide evidence of the date of delivery at the post office and inform the contracting body by telex, fax, telegram or electronic mail that the delivery was made, at the latest, on the last day of and before the closing time of the submission deadline. In accordance with article 80.4 of the RTLCAP, unless both these requirements are met, the documentation will not be admitted if the contracting body receives it after the date and time of the closing of the submission period indicated in the call to tender, specifications or, where appropriate, on the contracting party's profile website.

The email communication in which the offer was sent will be valid if it indicates the transmission and reception dates the and the full content of the communications, and if it irrefutably identifies the people who send and the target people

No offers received by the contracting entity ten days after the expiration of the deadline for submitting proposals to the contracting body, will be admitted under any circumstances.
Proposals submitted out of time will not be admitted under any circumstances.

When electronic processing is admitted, and this is indicated in section F of the characteristics chart, bidding companies may choose to present the offers electronically by means of the application of "Digital Envelope" accessible from the Public Procurement Services Platform at (https://contractaciopublica.gencat.cat).

(In this case, bidding companies must be registered in the Electronic Register of bidding companies. Moreover, bidding companies' representatives must also appear in this Register, with sufficient powers to tender, and have an electronic certificate with an acknowledged signature).

(The First Additional Provision of DL 3/2016 establishes that the Generalitat de Catalunya, local authority and the public-sector entities must guarantee the provisions of Annex IV and the fulfillment of the norms of article 22.6 of the Directive 2014/24 / EU regarding the electronic offer transmission and reception systems).

Offers can be sent electronically in two phases; the electronic signature of the offer is sent first, the receipt of which will be considered its presentation for all purposes, and then, within 24 hours, the offer itself. If this second delivery is not made within the indicated period, the offer will be considered withdrawn.

11.4 Proposals are secret, and their presentation implies unconditional acceptance by the tendering company of the content of this document, the technical specifications and the declaration that the company meets each and every one of the requirements to contract.

11.5 In accordance with the provisions of article 145.3 of the TRLCSP, each tenderer may not submit more than one proposal. A bidder may not subscribe to a JVA proposal with other companies after having presented an individual bid. Bidders may not take part in more than one temporary association. Violation of these rules will disqualify all the proposals subscribed by the bidder.

11.6 Content of envelopes: to participate in the bidding process, bidding companies must present three envelopes:

- Envelope A: an envelope marked with letter A for each bidder
- Envelope B: an envelope marked with letter B for each bidder
- Envelope C: an envelope marked with letter C for each bidder

Apart from the envelopes, bidders must submit a presentation document, preferably using the model in Annex 10 of this document. Hard copies of the documentation should not be inserted into ring folders or other kinds of folders, nor stapled. The documentation should be printed on both sides of the paper, numbered and contain the content defined in Annex 6 of this document. A copy of the content of envelopes B and C must also be delivered, in digital format.

TWELFTH. CONTRACTING BOARD

The Contracting Board will comprise the members listed in Annex 4.

The Contracting Board will open all Envelopes A in an internal meeting and check that the DEUC (=SEPD) and the other documentation that, where appropriate, it must
contain, in accordance with the provisions of the eleventh clause of this tender are present and correct.

If the Board observes errors or omissions in the documentation, it must notify the affected bidding companies so that they may correct or amend it before the Contracting Board itself, within the maximum period granted, which may not exceed seven working days. Once any errors or omissions in the documentation submitted in Envelope A have been corrected, the table will evaluate and determine the companies admitted to the bid and those to be excluded, as well as, where appropriate, the causes of exclusion.

Notwithstanding the communication to the interested parties, the contracting authority will make public these circumstances through its contractor profile.

Likewise, and in accordance with article 22 of the RGLCAP, the Board may request bidders to present any clarifications needed on the submitted documents or require them to present complementary documents within five calendar days. Documents shall not be accepted once the offers have been admitted.

Exclusions decided by the Board in relation to the opening of the envelopes may be challenged in the terms established in the clause forty-one.

(It should be borne in mind that the Government Agreement of 9 December 2009 on public procurement measures stipulates that qualified technical personnel must be members of the Board when procedures related to contractual objects with a high or specific technological component are tendered, to ensure a correct evaluation of the technical proposals).

(It must be borne in mind that in procedures for electronic processing, the Board can be constituted in person or virtually. When the Contracting Board meets virtually to open the digital envelopes, at least two Board members who are custodians must be simultaneously present).

(Custodians are people who allow the envelopes to be opened, once their digital certificates have been identified and their credentials applied. To apply the credentials, it is necessary that a minimum of two custodians access the system at a previously defined time interval)

THIRTEENTH. COMMITTEE OF EXPERTS

The committee of experts who will evaluate award criteria that depend on value judgments, referred to in the following clause, comprises the following members (...).

(A committee of experts must be appointed if the score attributed to the award criteria that depends on a judgment of value is higher than that attributed to the criteria that can be automatically evaluated).

(The specifications may allow the appointment of members of the committee of experts or establish the procedure for appointing them. In any case, the composition of the committee of experts must conform to the provisions of article 28 of RD 817/200)

On the other hand, the evaluation may be commissioned to a specialized technical body; if this option is used, its designation must be included in the specific administrative clauses).
FOURTEENTH. DETERMINING THE MOST ECONOMICALLY ADVANTAGEOUS OFFER.

14.1 Criteria for evaluating offers

To value the proposals and determine the most economically advantageous tender, the award criteria set out in section H of the characteristics chart must be followed. In accordance with the award criteria set forth in in Annex 3 of these Administrative Terms and Conditions, the contracting body will classify, in decreasing order, the proposals that are not disproportionate or outside the reasonable range.

(The aspects that will be valued for awarding the contract will be determined by the weighting that will be given to each one. Likewise, if sub-criteria are established, they must be described in the specifications, as must the way in which they will be valued and their weighting.

Valuation criteria that may grant, directly or indirectly, advantages to companies that have previously contracted with any administration cannot be included.

The award criteria must be related to the contract purpose and must allow a comparative evaluation of the performance level of the offers with respect to the object of the contract as defined in the technical specifications.

In accordance with Article 67 of Directive 2014/24 / EU, adjudication criterion are linked to the object of the contract when they refer to the benefits it provides, in any of their aspects and at any stage of their life cycle, including the factors that intervene in the specific process of producing, providing or commercializing the service or in a specific process of another stage of their life cycle, even when they do not form a substantial part of it.

As indicated in article 6 of DL 3/2016, the most economically advantageous offer must be determined on the basis of the price or cost, taking into account the cost-effectiveness relationship in accordance with the whole of the proposal, by calculating the cost of the life cycle, where appropriate. To evaluate this, all the phases necessary for executing the contract must be calculated, such as: a) Research or development work or studies; b) The production phase of the goods or services; c) Marketing and transport; d) The use of the goods or services, including energy consumption, and the maintenance requirements for the entire life cycle from the purchase of raw materials to disposal and dismantling costs; e) Acquisition expenses; f) The environmental and energy costs. Moreover, in accordance with the same precept, the evaluation of the proposals may take into account the price-quality relationship.

Furthermore, in accordance with article 68.2 of Directive 2014/24 / EU, in cases where the cost assessment is established through an approach based on the life-cycle cost calculation, ‘the specifications must indicate the data that bidders must provide, as well as the method that will be used to determine life cycle costs.

On the other hand, and as provided for in article 6 of DL 3/2016, the contracting body may establish a system for evaluating the proposals that sets a fixed price with respect below which Bidders cannot present an economic offer, and so compete only on the basis of qualitative criteria. In evaluating these quality criteria, precautions must be given to the items evaluated using formulas, in the terms established by the TRLCSP).

(In accordance with Order ECO/124/2015, of April 27, where applicable, the contracting bodies should consider incorporating innovative components, innovation-linked adjudication criteria and high technology, if they are related to the contract purpose).

(If an expert committee has been set up, the criteria or specific criteria that must be assessed by the expert committee or by the specialized body, the period within which
the assessment and the maximum and minimum quantification limits must all be specified).

(It should be noted that if a maximum number of lots can be assigned to the same company, the specifications must establish the objective criteria or systems that will be applied to determine the lots that will be awarded, if the most economically advantageous offers were submitted for a number of lots greater than the maximum allowed, as well as the consequences that may derive from this fact. At this point, it is recommended that Information Note 2/2014, of the Technical Secretary of this Advisory Board, previously mentioned, particularly section III must be taken into account).

14.2 Process for evaluating offers

Once the general and amended documentation has been qualified, any defects or omissions in the submitted documentation corrected, the Board must determine the companies that comply with the established selection criteria, expressly naming the companies admitted to the bidding, and the ones rejected and the causes of their rejection.

On the day, place and time indicated in the call to tender, the Board will publicly open the envelopes B presented by the admitted companies.

The Board may request the technical reports it deems necessary before formulating its award proposal; these must be submitted within a maximum period of 15 days.

On the day, place and time indicated in the call to tender, the Board will publicly open the envelopes C presented by the admitted companies. In this act, the valuation of the quantification criteria that depend on value judgment will be made public; that is, the valuation of the documentation contained in envelope B.

(The day, place and time of the public opening of envelopes C may be communicated to bidders digitally or through the contracting party profile, when this is provided for in the specific administrative clauses.

On the other hand, the score obtained by each of the companies regarding the evaluation criteria that depend on value judgment may also be made known by another means (for example, the contracting party profile) before the public act is held).

Once the envelopes have been opened, the bidding companies present may make the observations to the Board they consider necessary; these must be recorded in the minutes.

(Recommendation 1/2016, of April 6, of the Permanent Commission of this Advisory Board on the omission of certain personal data in the minutes of the contracting boards to which are publicized through the contracting party’s profile hosted on the Public Procurement Services Platform of the Generalitat must be taken into account).

The Contracting Board may request and admit clarifications or amendment of errors in the offers when they are of a material or formal nature, providing they are not substantial and do not prevent understanding the meaning of the offer. Errors in the offers shall only be clarified or amended if they do not modify its definition, to guarantee the principle of equal treatment among bidding companies.)
The companies whose proposals are not in accordance with the documentation examined and admitted will be excluded from the tender, by means of a reasoned resolution, as will those that exceed the tender base budget, substantially modify the proposal models established in this document, display manifest errors in the scope of the proposal and those in which the contracting entity recognizes the existence of error or inconsistency that makes them unfeasible.

(The existence of errors in the bidders’ economic proposals will exclude them from the contracting procedure when the principle of equality may be affected; that is, when the errors prevent the determination of the real price actually offered by the companies and, therefore, prevents the offers being evaluated).

The Board may request the technical reports it deems necessary before formulating its award proposal; these must be submitted within a maximum period of 15 days. It may also request these reports when it considers it necessary to verify that the offers meet the technical specifications. Proposals that do not comply with these prescriptions will not be evaluated.

Decisions excluding bidding companies when Envelopes B and C are opened, may be challenged in the terms established in clause forty-one.

14.3 When the scores obtained in two or more tenderers’ bids are identical and match the most advantageous proposal, in accordance with the fourth additional provision of the TRLCSP, the award will preferably be assigned to:

• Bidding companies that provide evidence of employing disabled workers numbering not less than 2% of total workforce. If several bidders have tied overall and accredit they employ people with disabilities accounting for over 2% of their staff, the bidding company with the highest percentage of permanent workers with disabilities on its staff will have preference in the awarding of the contract.
• Bidding companies that prove that they are specifically dedicated to the promotion and employment of people in a situation of social exclusion, and formally commit to giving not less than 30% of their vacancies to people belonging to the groups specified in the same additional provision, whose situation has been accredited by the competent public social services.
• In contracts related to social or welfare benefits, bidders that are legally incorporated as non-profit entities, provided their purpose or activity is directly related to the object of the contract, according to their respective foundational status or articles and are written in the corresponding official record.

14.4 Offers with abnormal or disproportionate values

Offers submitting abnormal or disproportionate values will determined in accordance with the criteria established in section I of the characteristics table of the present Administrative Terms and Conditions Specifications.

If an offer may be presumed abnormal or disproportionate, the Contracting Board will request the tendering company that has submitted it to justify the proposal, so that the contracting body can determine if effectively the offer is abnormal or disproportionate and must be excluded or if, on the contrary, it is not. For this reason, the Bureau will
request the tenderer, using the email address provided by the company, the details it
deems appropriate regarding the feasibility of the offer and the pertinent justifications.
The bidder must present the justifications in writing within the specified term from the
date of receipt of the request.

If, after this deadline, the Contracting Board does not receive the supporting
information requested, it will inform the contracting body and the proposal will be
considered incomplete, thus excluding the company from the procedure. If the
Contracting Board receives the supporting information requested within the stated
term, it must submit it to the contracting body so that it may decide, before the technical
evaluation by the corresponding service, or the acceptance of the corresponding
service, offer, whether it considers it feasible or rejects it.

The contracting body will reject the offer if it finds it abnormally low because it fails to
meet the obligations applicable in the environmental, social or labor sections.

The bidding companies excluded when Envelopes B and C are opened, may appeal
against their exclusion in the terms established in clause forty-one.

FIFTEENTH. CLASSIFICATION OF OFFERS AND DOCUMENTARY
REQUIREMENTS BEFORE THE AWARDS.

15.1 Once the bids have been evaluated, the contracting board will send the
contracting proposal to the contracting body, which will include the offers classified in
decreasing order of evaluation and identify the most economically advantageous offer.

To carry out this classification, it will take into account the award criteria established in
section H of the characteristics chart in accordance with the award criteria set out in
Annex 3 of this section and in the advertisement.

15.2 In view of the award proposal by the Board, the contracting body will require the
bidder that has presented the most economically advantageous tender submit the
documentation mentioned below within the ten working days from the one on the one in
which the requirement was received:

A.1 Companies not registered in the Electronic Register of Bidding Companies
(RELI) or in the Official Register of Bidders and Classified State Companies
(ROLECE) or in an official list of economic operators of a Member State of the
Union

The proposed successful bidder must provide the supporting documents stating it is
current with its tax and Social Security obligations, as provided for in articles 13 and 14
of the RGLCAP, as well as the Tax on Economic Activities registration documents, in
accordance with article 15 of the same regulation.

A. The documents proving compliance with tax obligations and with the Social
Security, provided for in articles 13 and 14 of the RGLCAP. That is, the
following documentation must be provided:

1) In relation to the Tax on Economic Activities, the company must provide:

   • If the proposed successful bidder is a taxpayer subject to the Tax on
     Economic Activities and must pay this Tax, it must present the Tax registration
document of the current period in the corresponding section of the contract purpose or submit the last the tax return, accompanied by an affidavit declaring that it has not deregistered.

- If the proposed company is exempt for one of the reasons in section 1 of article 82 of the Revised Text of the Law regulating Local Tax Authorities, it must provide an affidavit specifying the Legal exemption and the tax liability census document.

2) Regarding other tax and Social Security obligations:

- A certificate of compliance from the State Tax Administration Agency, stating that the company is up to date with its tax obligations and has no debts of a tax nature with the State
- A certificate, issued by the Treasury of the Social Security, that company currently fulfills its Social Security obligations, or the authorization for the contracting body to request this certificate.
- A certificate, issued by the Tax Agency of Catalonia, certifying that the company is up to date with its tax obligations with the Administration of the Generalitat de Catalunya.

However, when the company is not obliged to present the declarations or documents referred to in the preceding paragraphs, this circumstance must be accredited through an affidavit.

For that purpose, electronically or digitally printed certifications that accredit compliance with the obligations of the Social Security are valid, in accordance with the provisions of article 15.4 of the RGLCAP.

B. Legitimate or certified copy of the civil liability insurance policy with a company of recognized solvency, whose policy covers third-party damages resulting from the operations derived from the service under contract. Likewise, this policy must cover damages that may be caused to the building and its facilities, or to the user's staff using the center, under the same conditions.

In any case, the company proposed as the successful bidder will not have to provide the previous documents if it has indicated in the DEUC (SEPDL) that the contracting body can obtain them directly through a national database of any Member State of the European Union available for free consultation and has provided the information necessary to access it.

Likewise, the bidder that has presented the most economically advantageous tender must provide the following documentation:

- Documentation that accredits the company's and legal entity's capacity to act, in accordance with the provisions of the ninth clause.
- Documents attesting to the powers of representation and legal personality of the people signing the offers: power to appear or sign proposals on behalf of another and copy of their national identity document or passport. This power must meet the following formal requirements: be a public deed, be a true copy and be registered in the Mercantile Registry or in the corresponding official registry. Copies of public deeds of attorney will not be accepted.
• Documentation proving compliance with the specific solvency requirements or the corresponding classification certificate.
• If applicable, certificates of compliance with the quality assurance and environmental management standards.
• Documents proving the effective deployment of the means committed to execute the contract in accordance with article 64.2 of the TRLCSP.
• Document accrediting the deposit of the final warranty, in accordance with the provisions forth of clause sixteen (except when the warranty is constituted by deductions on the price).
• Proof of payment of the corresponding audit and advertising expenses, the maximum amount of which is indicated in section R of the characteristics chart.
• List of the staff that will be allocated to the contract work and accreditation of their Social Security affiliation, by submitting the corresponding TC2 forms.
Alternatively, where applicable, this may be accredited by means of an Affidavit from the company declaring that the workers who will execute the contract have not yet been contracted and that their affiliation and registration will be accredited when this is done, before the contracted activity begins.
(It must be borne in mind that this document is only required when the services to be contracted correspond to the activity of the person contracted or when the services contracted are provided continuously in the contractor’s work centers).
• Any other documentation that, specifically and due to the nature of the contract, is determined in section J of the characteristics chart of the contract.

A.2. Companies not registered in the Electronic Register of Bidding Companies (RELI) or in the Official Register of Bidders and Classified State Companies (ROLECE) or in an official list of economic operators of a Member State of the Union

The proposed successful bidder or bidders must provide the following documentation, only when it is not in these registers, or does not appear to be current or updated, in accordance with the provisions of clause eleven of these specifications:

• Documents proving the effective deployment of means committed to execute the contract in accordance with article 64.2 of the TRLCSP.
• Document accrediting the deposit of the final warranty, in accordance with the provisions set forth in clause sixteen.
• Proof of payment of the corresponding audit and advertising expenses, the maximum amount of which is indicated in section R of the characteristics chart.
• List of the staff that will be allocated to the contract work and accreditation of their Social Security affiliation, by submitting the corresponding TC2 forms.
Alternatively, where applicable, this may be accredited by means of an Affidavit from the company declaring that the workers who will execute the contract have not yet been contracted and their affiliation and registration will be accredited when this is done, before the contracted activity begins.
(It must be borne in mind that this document is only required when the services to be contracted correspond to the activity of the person contracted or when the services contracted are provided continuously in the contractor’s work centers).
• Where applicable, documentation proving that the company’s staff includes
disabled workers representing not less than 2% of the total, or that any of the
legally prescribed alternative measures have been adopted.
• Any other documentation that, specifically and due to the nature of the
contract, is determined in section J of the characteristics chart of the contract.

15.3 In an internal meeting, the Contracting Board will qualify the documentation
submitted by the bidding company or companies that have presented the most
economically advantageous offer.

If the Contracting Board observes errors or omissions in the documentation, it shall
notify the affected bidding companies so that they may correct or amend the
documentation before the Contracting Board itself within the maximum period granted,
which may not exceed 3 working days.

If the documentation requirement is not properly completed within the indicated period,
or within the amendment deadline stipulated by the Contracting Board, it will be
understood that the bidder has withdrawn its offer and the Board will request the same
documentation from the following tendering company, according to the order in which
the bids were classified. This may entail the execution of the provisional warranty
which, where applicable, has been constituted and, furthermore, if the company did not
provide the supporting documentation on compliance with tax and Social Security
obligations, the effective deployment of the means that had been committed to execute
the contract and constitute the final warranty covering willful misconduct, fault or
negligence, the company may be prohibited from engaging in public contracts in
accordance with the provisions of article 60.2.a of the TRLCSP.

Similarly, any false declarations in the SEPD or in other declarations by the bidding
companies may result in prohibition to contract in the public sector as set out in article
60.1.e of the TRLCSP

SIXTEENTH. FINAL WARRANTY

16.1 The tendering company whose proposal has been selected for award must
provide the contracting authority with a definitive warranty for the amount indicated in
section L of the characteristics chart, within the maximum period of ten working days,
counting from the day after reception of the requirement specified in clause 15.4 of this
tender.

(Given the concurrent circumstances, the contracting body may exempt the contracting
company from the obligation to constitute a warranty, justifying the decision in the
appropriate section).

If the contracting body, in accordance with the provisions of the second paragraph of
article 95.1 of the TRLCSP, exempts the successful bidder from the obligation to
constitute a final warranty, said exemption must be specified in section L of
characteristics chart."

16.2 Warranties may be provided in any of the following ways
(The specifications may provide that the guarantee may be established by withholding amounts on the price, in which case they must specify the way it is done and the conditions that are required to do it).

a) In cash or in public debt securities subject to the conditions established by law. The cash and the Certificates of Immobilization of the identified assets must be deposited in the General Deposit of the General Treasury of the Generalitat de Catalunya or in the deposits of the territorial treasuries.

b) Through a guarantee, provided in the regulatory form and conditions, by any of the banks, savings banks, credit unions, credit institutions or reciprocal guarantee companies authorized to operate in Spain, which must be deposited in any of the establishments mentioned in section a).

c) Through a collateral insurance contract with an insurance company authorized to operate under regulatory conditions. The certificate of the insurance must be delivered to the entities indicated in section a).

d) By means of deductions from the price to be applied to the first installment or, where appropriate, from the payment of the total amount of the contract.

16.3 One or more of the participating companies of temporary business associations (Joint Ventures) may constitute the final warranty, providing it reaches the quantity required in section L of the characteristics chart and jointly guarantees all the members of the Joint venture.

16.4 The constitution of the final warranty, in accordance with the provisions of article 98 of the TRLCSP, will exonerate the constituting of the final warranty.

(In special cases, the contracting body may require that, in addition to the final warranty, a complementary guarantee of up to 5% of the contract award amount be provided, so that the warranty may be for 10% of the contract price).

16.5 The establishment of the final warranty corresponds to the concepts defined in article 100 of the TRLCSP.

16.6 If the securities that constitute the warranty are amortized or partially replaced, the successful bidder must replenish the necessary amount so that the amount of the warranty does not diminish; documentary evidence of the aforementioned replacement must be submitted.

16.7 When contract modifications alter its total value, the established warranty must be adjusted to the amount necessary to maintain the due proportion between the guarantee and the budget of the current contract at all times; this must be done within fifteen days of the date on which the modification agreement is notified to the company. For these purposes, the price variations that occur because of a revision of conformity with the provisions of the TRLCSP shall not be considered.

16.8 When the warranty is used to pay penalties or indemnities required of the successful bidder, the warranty must be replenished or extended, by the corresponding amount, within fifteen days after the execution.

16.9 If the warranty is not restored in the cases mentioned in the preceding paragraph, the Administration may rescind the contract.
SEVENTEENTH. WAIVER AND WITHDRAWAL

The contracting body may withdraw from the contract for duly justified reasons of public interest and with the corresponding notification to the bidding companies, before it is awarded. It may also withdraw from the procedure before the award, if an irremediable infringement of the contract preparation regulations occurs or is committed by the regulators of the award procedure in accordance with the provisions of article 155 of the TRLCSP. In both cases, the bidding companies will be compensated for any expenses incurred.

(The bidding companies may consult the method for determining the expenses that will be eligible for compensation in the notice or in the specific administrative clauses. It is considered that the maximum limit of compensation should be in the order of 0.1% of the tender budget, although this criterion will be determined in each tender document. An example of such a text may be:

If the contract is cancelled or the contracting body withdraws from the procedure, bidders shall be awarded 0.1% of the tender budget for having prepared their proposals, once the costs have been accredited).

EIGHTEENTH. AWARD OF THE CONTRACT

18.1 Once the documentation referred to in the fifteenth clause has been presented, the contracting body will agree to award the contract to the company or companies proposed, within the term of five business days following the receipt of said documentation.

(When many criteria must be taken into account to award the contract, the contracting body must make its decision within a period of two months of opening the proposals, unless another term is established in the specific administrative clauses. When the price has been established as the sole award criteria, the contracting body must agree to the award the contract within a maximum of 15 days from the day after the opening of the proposals. These deadlines will be extended by 15 days when the contract process needs to address the existence of abnormal or disproportionate proposals. (To declare a tender null and void, the provisions of article 151 of the TRLCSP referring to the obligation to give reasons for the award and its notification must be taken into account).

18.2 The award of the contract will be notified by electronic means to the bidding companies and will be published on the contracting profile of the contracting body, indicating the term in which the contract must be formalized.

For this purpose, notification will be sent to the e-mail address - and, if it has been provided, the mobile telephone that the tendering companies designated when presenting their proposals. The email will also contain the link to the notification.

In accordance with the provisions of article 151.4 of the TRLCSP, the term for considering that the notification has been rejected, with the effects provided for in the legislation on common administrative procedures of public administration, will be five calendar days.
NINETEENTH. FORMALISATION AND PERFECTION OF THE CONTRACT

19.1 The contract will be formalized in an administrative document. However, the awarded company or companies may request that the contract be registered as a public deed at their expense.

19.2 The contract will be formalized once the minimum term of fifteen business days has elapsed after the tender notification referred to in the previous clause has been delivered to the bidding companies.

The contracting body will require the contracting company or companies to formalize the contract within a period of not more than five days from the date on which they received the requirement to do so, except when a special appeal is lodged to suspend the formalization before the period stipulated in the preceding paragraph has expired or when the competent body for resolving the appeal has maintained the suspension.

19.3 If the contract is not formalized within the term indicated in the previous section for reasons attributable to the winner bidder, the Administration may decide to execute the provisional warranty by deducting money from the final warranty. Moreover, in accordance with article 60.2 b of the TRLCSP, this may lead to the company being prohibited from contracting.

If the contract cannot be formalized with the winner company, the award will be proposed to the next company that has submitted the most economically advantageous offer in accordance with the order in which they have been classified in compliance with the fifteenth clause.

(It should be borne in mind that if the contract is not formalized in due time due to causes attributable to the Administration, the awarded bidder must be compensated for the loss and damages that may have been caused by the delay).

19.4 Once the contract has been awarded the successful bidders who have submitted their tender as members of a Temporary Business Association (TBA) must submit the public deed of constitution of the joint venture which contains the appointment of the representative or the sole person authorized to represent the joint venture with sufficient powers to exercise the rights and fulfill the obligations that arise from the contract until its termination.

19.5 The content of the contract will be as set out in articles 26 of the TRLCSP and 71 of the RGLCAP and will not include any clause that alters the terms of the award.

19.6 Formalizing the contract is an indispensable requirement for its execution.

19.7 The formalization of this contract will be published on the contracting profile of the contracting body and in the Official Gazette of the Generalitat de Catalunya. Furthermore, the announcement will be sent to the Official Journal of the European Union within 30 days of formalization and will be published in the Official State Gazette.

(Note that direct application of section 1 of article 50 of the Directive 2014/24 / EU requires that the deadline for submitting adjudication announcements is a maximum of 30 days, instead of the 48-day period established in article 154 of the TRLCSP, which ceases to apply)

19.8 Once the contract has been formalized, it will be communicated to the Public Registry of Contracts of the Generalitat de Catalunya, by electronic, computer and
digital means and its basic data will be registered and later, if applicable, any modifications, extensions, variations in terms or prices, the final amount and the termination of the contract will also be registered. The contractual data communicated to the public registry of contracts will be publicly accessible, with the limitations imposed by the rules on data protection, providing as they are not confidential.

TWENTIETH. RETURN OF DOCUMENTATION.

Once the contract has been formalized and the deadlines for lodging appeals have elapsed without appeals being lodged, the documentation that accompanies the proposals will be available to the bidding companies.

This will be in accordance with the recommendation contained in the Resolution of the National Commission for Evaluating and Selecting Documentation of July 11, 2006, on documentation that is attached to administrative contracts to tender companies that have not been awarded.

(The specifications provide that, if bidding companies do not withdraw this documentation, it will be destroyed, one year after the date of the contract was signed, providing said signing is final, in accordance with the recommendation of Resolution of the National Commission for Evaluation and Selection of Documentation of July 11, 2006, on documentation that is attached to the administrative contracts to unsuccessful bidders)

III. PROVISIONS RELATING TO THE EXECUTION OF THE CONTRACT

TWENTY-FIRST. SPECIAL EXECUTION CONDITIONS

The special conditions in relation to the execution, whose compliance by the contractor or contractors is mandatory, are established in section M of the chart of characteristics.

(The special execution conditions must also be included in the tender announcement. The bill may establish penalties for non-compliance or attribute them the nature of an essential contractual obligation, if the contract is rescinded because of non-compliance).

TWENTY-SECOND. EXECUTION AND SUPERVISION OF THE SERVICES

The contract will be executed according to the provisions of its clauses and specifications and in accordance with the instructions that the contracting body provides to give the contractor for doing so.

TWENTY-THIRD. WORK PROGRAMME

The company or contractors will be obliged to present a work programme that must be approved by the contracting body when this is determined in section S of the characteristics chart and, where applicable, in the works of successive treatment.

TWENTY-FOURTH. COMPLIANCE WITH DEADLINES, CORRECT EXECUTION OF THE CONTRACT AND SPECIFIC PENALTIES

24.1 The contractor is obliged to comply with the total contract execution term and any partial terms set, if applicable, in the work program.
24.2 If the contracting company does not meet the total or partial deadlines, due to causes attributable to it, the Administration may opt, without distinction, to rescind the contract and execute the bond or impose penalties, as established in article 212 sections 4 and those following of the TRLCSP. The Administration will have the same right if the contractor fails, for reasons attributable to the contractor, to make the partial deliveries of the benefits defined in the contract.

(Penalties other than those listed in article 212 of the TRLCSP can be included in the specifications when, because of the special characteristics of the contract, it is considered necessary for its proper execution and this is justified in the contract conditions)

24.3 If the purpose of the contract is not properly achieved or the commitments and the special execution conditions are not complied with (under which the contractor undertakes to dedicate or assign certain personal or material resources or when environmental or social conditions are established, in accordance with the provisions of article 118 of the TRLCSP) the corresponding penalties may be imposed in the terms and conditions established in article 212 of the TRLCSP.

(The specifications must provide for and set the corresponding penalties, which must be proportional to the seriousness of the breach, and their amount may not exceed 10% of the contract budget).

(The specifications must set the penalties that will be imposed in case of non-compliance with the ethical principles and the rules of conduct set forth in clause thirty).

(If the contract provides for the obligation of the contracting company to send a detailed list of subcontractors and suppliers and proof of compliance with payments, the contract may provide for penalties that will be imposed when these obligations are not met)

24.4 If the Administration opts to impose penalties, their amounts will be paid by deducting the amounts that, as a total or partial payment, must be paid to the contractor company or on the warranty which, if applicable, has been deposited, when they cannot be deduced from the aforementioned certifications.

The amount of the penalty does not exclude compensation of damages that the Administration may be entitled to, because of the delay attributable to the contractor.

24.5 If the delay was produced for reasons not attributable to the contractor, the provisions of article 213.2 of the TRLCSP apply.

24.6 In any case, the delayed constitution of the contractor will not require prior notice by the Administration.

24.7 The specific penalties of this contract are included in Annex 9 of this tender.

TWENTY-FIFTH. CONTROL OF CONTRACT EXECUTION

The Administration will inspect, check and monitor to ensure that the contract is being correctly performed and may dictate the necessary instructions for the correct fulfillment of the contract.

(Notwithstanding the existence of a person responsible for the contract referred to in the following clause)
TWENTY-SIXTH. PERSON IN CHARGE OF THE CONTRACT

A person responsible for the contract will be appointed who, in addition to the general functions of supervising the execution of the contract, will be responsible for the specific functions that, according to the characteristics of each contractual purpose, are attributed to him or her to minimize the administrative and technical impact of the incidents occurring during execution of the contract and to guarantee the coordination between the various people involved in the contract. He or she will have the following functions:

(Instruction 1/2014, of January 9, of the Office of Supervision and Assessment of Public Contracts, stipulates that responsible person must be designated in all contracts, except in minor ones. It also indicates that the contracting bodies should preferably designate as a person responsible for the contract an individual who has direct knowledge of the way the contract will be executed).

(The person in charge of the contract may be a natural or legal person linked to the contracting Administration or external and linked to it through the appropriate service contract. The contract monitoring will also be able to commission several people to carry out the functions jointly)

a) Supervise the contractor’s compliance with all contractual obligations and conditions
b) Coordinate the various agents involved in the contract when this specific function does not correspond to other people
c) Adopt the decisions and dictate the necessary instructions for correctly implementing the agreed services
d) Report on the degree of contract execution. Apart from all the other information and reports that the person in charge of the contract considers pertinent, he or she will issue a final evaluation report on the contract that will refer to various aspects of contract execution, the suitability of the design for the contract purpose, the final results obtained, and the economic, budgetary, and technical issues.

TWENTY-SEVENTH. RESOLUTION OF INCIDENTS

The incidents that may arise between the Administration and the contracting company during the execution of the contract because of differences in interpreting the agreement or the need to modify the contractual conditions, will be processed by means of a period for submitting a statement od defense, which must include the actions described in article 97 of the RGLCAP.

Unless reasons of public interest justify it, or the nature of the incidents require it, this process will not halt execution of the contract.

TWENTY-EIGHTH. RESOLUTION OF INTERPRETATIVE TECHNICAL DOUBTS

To resolve the interpreting of technical doubts that may arise during the execution of the contract, the awarded bidder may request a non-binding technical report from an entity external to the Administration of the Generalitat de Catalunya.

(It should be noted that, in accordance with the Government Agreement of 9 December 2009, regarding public procurement measures, this provision may be established in the
specifications of administrative clauses specific to contracts that are issued by entities that are part of the Public Administration)

IV. PROVISIONS ON THE RIGHTS AND OBLIGATIONS OF THE PARTIES.

TWENTY-NINTH. PAYMENTS TO THE CONTRACTOR COMPANY

29.1 The amount of the services executed will be certified in accordance with the administrative clause document and the technical specifications, using the documents that accredit the total or partial execution, as applicable, of the contract issued by the competent body.

29.2 The invoices submitted by the awarded tenderer will be paid in accordance with current regulations, in the terms and conditions established in article 216 of the TRLCSP.

The invoices must be issued in digital format, in accordance with the provisions of Act 25/2013, of December 27, on promoting the use of digital invoices and the creation of the invoice-accounting register in the public sector; they must be signed with an advanced signature based on an acknowledged certificate and must necessarily include the contract file number.

The format of the electronic invoice and signature must conform to the provisions of the Annex 1 of Order ECO/306/2015, of September 23, which regulates the procedure for processing and posting invoices in the invoice-accounting register of the administration of the Generalitat de Catalunya and its dependent public sector.

The e.FACT platform is the general submission point for electronic invoices for the Administration of the Generalitat de Catalunya and its Public Sector (Agreement GOV/151/2014, of November 11).

For the purposes of electronic invoicing, section V of the chart of characteristics must be completed, stating the processing unit, the managing body and the accounting office.

Invoice status may be consulted on the website of the Department of the Vice-Presidency and the Department of Economy and Finance in the Treasury and Payments section (invoice and payment of documents status), from the day after the invoice was registered.

29.3 If payment is delayed, the contractor has the right to receive, in the legally established terms and conditions, the interest for late payment and the corresponding compensation for collection costs in accordance with the terms established in Act 3/2004, of December 29, which establishes measures to combat non-payment or late payment in commercial operations.

29.4 The contractor company may carry out the works faster than needed to execute the services within the term or contractual deadlines. However, regardless of the amount of work executed, or of the certifications issued, the awardee shall not be entitled to receive within each year an amount greater than that indicated in the corresponding annual amount in accordance with the allocation coefficient.

29.5 The contractor may transfer the collection rights under the terms and conditions established in article 218 of the TRLCSP.
THIRTIETH. OTHER LIABILITIES OF THE CONTRACTOR

The contractor is liable for the teams that provide the Energy Efficiency Service covered by this contract, as well as the technical quality of the work carried out and the services carried out, as well as all consequences suffered by the Administration or third parties because of omissions, errors, unsuitable methods or incorrect conclusions in the execution of the contract.

The contractor executes the contract at its own liability and is obliged to pay compensation for any damages caused to third parties during operations to execute the contract, except when the Damages are caused as an immediate and direct consequence of an order by the Administration.

In accordance with the EUROSTAT note of September 19, 2017, so that a contract for energy services with guaranteed savings is registered outside the government balance, the awarded company must be considered as the owner of the assets installed, which means that it must assume most of the liabilities and benefits from the contract remuneration.

THIRTY-FIRST. OTHER RESPONSIBILITIES OF THE CONTRACTOR Co.

a) The contractor is obliged to comply with the current labour, Social Security and Occupational Health and Safety regulations. Specifically, it must provide a list of the new staff to be contracted that will be allocated the contract work and accredit their Social Security affiliation, by submitting the corresponding TC2 forms.

(This document is only required when the services to be performed correspond to the activity of the person contracted or when the services contracted are provided continuously in the contractor’s work centers).

The contractor is also obliged to comply with the current provisions regarding social integration of people with disabilities, and fiscal and environmental issues.

b) The contractor undertakes to implement measures to promote gender equality when executing the service.

c) The contractor must use Catalan in its relations with the Administration of the Generalitat derived from the contract purpose. Similarly, the contractor and, where appropriate, any subcontractors, must at least use Catalan in the signs, publications, notices and in the rest of general communications that are derived from executing the contract services.

The contractor must deliver the works covered by this contract, at least, in Catalan. Specifically, the contracting company must draft in Catalan the hard and digital copies of the project documentation and the legend of the plans and all accompanying technical documentation resulting from the execution of the works in accordance with the provisions of the specific clause on the technical specifications.
Likewise, the contractor assumes the obligation to allocate to achieving the contract purpose, the means and personnel that ensure that the service deliverables can be made in Catalan. To this end, the contractor must adopt the necessary training measures for its staff to ensure that the staff, where applicable, can communicate with the public, have sufficient knowledge of the Catalan language to perform the information and communication tasks fluently and satisfactorily.

In any case, the contractor and, where appropriate, subcontractors, are subject to the obligations derived from the Act 1/1998, of 7th January, on language policy and the provisions that develop it. In the territorial area of the Vall d'Aran, contractors and, where applicable, subcontractors, must use Aranese in accordance with Act 35/2010 of October 1, on Occitan, Aranese in Aran, and with the General Council of Aran regulations that develop it.

d) The contractor undertakes to comply with the provisions of Organic Law 15/1999, of December 13, on the protection of personal data and its regulations on personal data accessed when executing the contract.

The documentation and the information that is released or accessed during the execution of the benefits covered by this agreement and which corresponds to the Contracting Authority responsible for the personal data file, is confidential and not may be fully or partially reproduced by any means. Therefore, the data must not be processed, edited or transmitted to third parties outside the strict scope of the contract.

e) The contracting company must act ethically and obey the following rules of conduct (...).

(The specifications must establish the ethical principles and rules of conduct that the contractor must follow and determine the consequences of failure to do so, in order to comply with the provisions of article 55.2 of Act 19/2014, of December 29, on transparency, access to public information and good governance).

If the contractor has access to personal data when executing the contract and these are managed by the Administration, the latter will be considered as the Processor; this access will not be considered a data communication as understood in article 11 of the LOPD (Spanish Data Protection Law) but, in any case, the conditions of this access must be regulated and set down in writing.

In this regard, the contractor undertakes, in accordance with the provisions of art. 12.2 of the LOPD, to process the data according to the instructions of the Administration responsible for the file, for the strict provision of the contracted services.

Likewise, the contractor undertakes, in accordance with the provisions of art. 12.3 LOPD, to delete or return, as agreed with the Administration, the media containing the personal data obtained as a result of providing the service, without retaining any copy.

In accordance with article 80 of Royal Decree 1720/2007, of December 21, which approves the Regulations for the implementation of Organic Law 15/1999, of December 13, on the Protection of Personal Data, the security measures required for the files and processing are classified into three levels: basic, medium and high. These levels will be applied in accordance with the provisions of article 81 of these Regulations.
In accordance with the provisions of art. 9 LOPD regarding article 82 of the Regulation of the LOPD, the contractor undertakes to adopt the necessary technical and organizational measures to guarantee the security of the personal data from the files owned by the Administration responsible for the file and prevent their alteration, loss, and unauthorized processing or access, given the state of technology, the nature of the stored data and the risks to which they are exposed, whether said threats come from human action or the physical or natural environment.

**Duty of confidentiality**

The contractor is obliged to keep secret the information or background information that is not publicly known or in the public domain that is related to the object of the contract.

In accordance with article 140 of the TRLCSP, the contractor must respect the confidential nature of the information to which he has access when executing the contract, as well as the content of the documentation prepared in the project. This duty must be maintained for a period of five years from obtaining said information. Within this term, the written authorization of the Administration will be required if the contractor wishes to disseminate the information held.

In accordance with the same provision, the Administration will not disclose the information that the contractor has expressly designated as confidential. Regarding the company's general data, the criteria established by the Organic Law 15/1999, of December 13, on the protection of data protection of personal data applies.

**Ownership of the work.**

When copyright may be derived from the work carried out under the contract, the contractor will transfer to the Administration of the Generalitat de Catalunya free of charge and exclusively, without limitation of time and for the entire world the rights to exploit the intellectual property of the works carried out for the provision of the contract, in any form and, especially, all its types of exploitation, including the right of reproduction, dissemination, public communication and transformation on the Internet. Signing the corresponding contract formalizes this transfer of rights.

f) The contractor or contractors must prove that the personnel assigned to execute the contract comply with the provisions of article 13.5 of Organic Law 1/1996, of January 15, on Legal protection of minors, partial modification of the Civil Code and of the Law of Civil Prosecution.

g) The company or the contracting companies must comply with the obligations contained in annex 12 of this administrative sheet, regarding special rules with respect to the contractor's personnel assigned to the contract.

(If applicable).

h) Special execution conditions

In accordance with article 118 of the TRLCSP, if the contract purpose requires special execution conditions, they must be specified in section M of the characteristics chart. The contractual obligations referred to in section M of the characteristics chart will be considered essential for the purposes of article 223.g) of the TRLCSP.
THIRTY-SECOND. PREROGATIVES OF THE ADMINISTRATION

Within the limits and subject to the requirements and effects indicated in the TRLCSP, the contracting entity has the prerogatives to interpret the contract, resolve any doubts regarding it, and modify it for reasons of public interest, agree its termination and determine its effects.

The agreements adopted by the contracting entity in the exercise of the aforementioned prerogatives exhaust the administrative channels and enter into force immediately.

The procedure established in article 211 of the TRLCSP will be followed to exercise of the Administration’s prerogatives.

32.1. GRANTS AND SUBSIDIES

If, by the nature of the actions referred to in this contract, it were necessary to request help and/or subsidy from any State, Autonomous, Local or Community Administration organization, ERDF funds or from any other national or international public or private entity, the contractor must manage the procedure, either at the request of the Department or on its own initiative with the Department’s approval. Moreover, the company must prepare all the necessary documentation for applying and managing the aforementioned subsidies.

If the contractor must request the subsidy and it is granted, the new situation must be updated.

The contractor must apply the entire amount of the subsidy granted to the Contracting Authority to reducing the amount due for the efficiency fee, recalculating this in the terms of the financial model of the submitted offer.

THIRTY-THIRD. MODIFICATION OF THE CONTRACT

33.1 The contract shall only be modified or amended for reasons of public interest. The contractor must accept these amendments.

The contract will be amended under the circumstances and according to the conditions, scope and limits set out in section N of the characteristics chart.

(The specifications must expressly indicate the possibility of amending the contract and clearly, precisely and unambiguously detail the conditions under which this may occur; they must also define scope and limits of the amendments that may be agreed upon, expressly indicating the maximum percentage of the contract price which can be affected and the procedure that must be followed to carry out the amendment. The conditions, scope and limits of the contract amendment must consider the provisions of both article 106 of the TRLCSP, and article 72 of Directive 2014/24/EU. Thus, according to this last precept, the planned amendments must not alter the overall nature of the contract).

(In accordance with the provisions of Act 5/2017, of March 28, on fiscal, administrative, financial and public-sector measures, the specifications must incorporate the provisions required under law on Public sector contracts regarding possible amendments when budgetary stability measures are applied).
(In service contracts with a limited budget, in which the successful bidder undertakes to provide successively a plurality of services for a single budget, without the total number of services included in the contract purpose being precisely defined when they are formalized, this circumstance must be foreseen as a cause for amending the contract).

The modification procedure will be that provided for in articles 108 and 211 of the TRLRLCSP.

33.2 The contract may be amended when additional services must be performed which, for economic or technical reasons, can only be carried out by the contractor, or because a new award might cause significant drawbacks or substantial cost increases for the Administration.

In any case, the overall maximum amount of an amendment made for this reason will be 20 percent of the initial value of the contract.

If the transfer of the contract is accepted in accordance with the provisions of clause thirty-five of this document, this it will be processed as a contract amendment. If the price revision is planned in accordance with clause seven of this document, this will be processed as a contract amendment, in accordance with the provisions of the previous clause.

(In accordance with article 9 of DL 3/2016, if the contractor is replaced because of merger, absorption, split, contribution or transfer of company or branch of activity, as well as the review of prices and the assignment of the contract if, in the latter cases, they are accepted in the specifications, must be processed as a contract amendment).

On the other hand, the total or partial replacement of the contractor caused by a business restructuring by absorption, merger, split, provision or transfer of company or branch of activity also it will be considered and will be processed as a contract amendment, in accordance with the provisions of the previous clause.

The contract may also be amended when the value of the amendment is less than 209,000 euros and 20% of the initial value of the contract. This amendment will be considered non-substantial and, in any case, it cannot alter the overall nature of the contract.

Any other contract amendment not provided for, shall only be accepted when the need for amendment derives from unforeseen circumstances, provided that the overall nature of the contract is not altered.

(It must be borne in mind that this cause for contract amendment is provided for in both Directive 2014/24 / EU and in the TRLCSP, although with different thresholds –while in Article 72 of the Directive, the increase in the price resulting from the amendment cannot exceed 50 percent of its initial value, article 107 of the TRLCSP sets that limit at 10 percent. In the aforementioned Report 1/2016, of April 6, the Contracting Advisory Board of the Generalitat considers that the causes for contract amendment set out in Directive 2014/24 / EU are directly applicable from April 18, 2016, while the study document of the Administrative Courts of Public Procurement on the legal effects of Public Procurement Directives before the expiration of the transposition period without a new Law on public sector contracts considers that they are not)
**33.3** Contract modifications cannot be substantial and must be limited to introducing the variations strictly necessary to respond to the objective cause originating the amendment.

A contract amendment is considered substantial when it results in a contract materially different from the one subscribed and when one of the following conditions occurs: the amendment introduces conditions which had they appeared in the initial contract procedure would have resulted in candidates other than those initially selected being awarded the tender, or another offer, different from the initially accepted one would have been accepted or more participants would have been attracted to the contract procedure; the amendment alters the economic balance of the contract to the contractor’s benefit in a way not foreseen in the initial contract; the amendment broadens the scope of the contract significantly; the contractor would be replaced in circumstances other than those provided for in this clause.

(In maintenance service contracts, the provisions of article 306 of the TRLCSP must be taken into account)

**33.4** Application of readjustments if the contract amendments, that is, if the building affects the set of agreed conditions by more than 10%, the economic readjustment will be applied. New conditions will be defined:

- The guaranteed savings will be recalculated (according to model).
- The total amount of the efficiency service fee will be paid to the contractor if it meets the total of the recalculated guaranteed savings.
- If the contractor does not achieve all the recalculated guaranteed savings, for reasons attributable to the contractor, it shall be penalized according to the terms set out in annex 9 of the ASS.
- When the contract is modified, the maintenance service fee will be recalculated based on the percentage

**THIRTY-FOURTH. SUSPENSION OF THE CONTRACT**

If the Administration agrees to suspend the contract, the corresponding suspension report must be issued, in accordance with the provisions of article 220.1 of the TRLCSP.

The suspension report, in accordance with article 103 of the RGLCAP, must be signed by a representative of the contracting entity and the contractor and must be issued within a maximum period of two business days from the day following the day in which the suspension is agreed.

The Administration must pay the contractor all damages caused.

**V. PROVISIONS REGARDING THE TRANSFER, SUBCONTRACTING AND THE REVISION OF CONTRACT PRICES.**

**THIRTY-FIFTH. TRANSFER OF CONTRACTS**

The rights and obligations related to this contract may be transferred by the contractor to a third party, provided that the technical or personal qualities of the transferor have not been the determining reason for the contract award and after authorization by the Administration, when the requirements established in article 226 of the TRLCSP are met, and the transfer does effectively restrict free market competition. The transfer to a third party cannot be authorized when the assignment supposes a substantial alteration
of the characteristics of the contractor company, if these constitute an essential element of the contract.

(For the direct application of Article 72 of Directive 2014/24 / EU the assignment of the contract can only take place, as a contract modification, if this is so provided in the tender document, so that if transfers are to be admitted Assignment, they must be expressly provided for in the specifications.)

THIRTY-SIXTH. SUBCONTRACTING

36.1 The contractor may subcontract part of the services to be performed according to this agreement to other companies, in accordance with the provisions of section O of the characteristics chart and the percentage that is expressly determined in this same section.

36.2 Bidders must state in their offers the part of the contract they intend to subcontract, indicating the amount and the name or professional profile of the subcontractors to whom they are going to entrust their execution.

(The specifications may provide for the obligation of tendering companies to indicate this information in their offers).

If bidders intend to subcontract, they must present a ESPD for each company that they intend to subcontract, containing the information on the economic operator (sections A and B of part II) and the section on exclusion criteria (part III).

The contractor must communicate in advance and in writing to the contracting entity the intention to subcontract, indicating the portion of the services that it intends to subcontract and the subcontractors’ identity, and must sufficiently justify their ability to execute it, by reference to the subcontractors’ technical and human resources and their experience.

(Clause to be included when, subcontracting is allowed, the obligation of tendering companies to indicate in their offers the part of the contract that they intend to subcontract is not required).

The contractor must notify in writing to the contracting body any modification of this information during the execution of the contract and all the necessary information about new subcontracts.

(In accordance with Article 71.5 of Directive 2014/24/EU, the contractor must be required to notify any modification in the information regarding subcontractors, in service contracts which must be provided in an installation under the direct supervision of the contracting authority, although the contracting bodies may extend this obligation to other services).

Subcontracting is subject to compliance with the rest of the requirements and circumstances regulated in article 227 of the TRLCSP.

36.3 The violation of the subcontracting conditions established in article 227, as well as the lack of accreditation of the subcontractor’s aptitude or of the circumstances determining the emergency, or of those that make subcontracting urgent, may result in a penalty of up to 50% of the subcontracted amount being applied to the contractor.
36.4 Subcontracting companies shall only be liable to the main contractor who shall therefore be fully liable to the Administration for executing the contract. The knowledge that the Administration has of the subscribed contracts or the authorization that it grants does not alter the main contractor’s exclusive liability.

Under no circumstances can subcontractors take direct action against the Contracting Authority for the obligations contracted by the contractor, resulting from executing the main contract and subcontracts.

36.5 Under no circumstances may the contractor or contractors agree partial execution of the contract with persons who are legally disqualified to contract or involved in any cause for exclusion in accordance with the regulations regarding public procurement or any of the causes of prohibition for contracting contained in Article 60 of the TRLCSP. If the contracting body discovers that subcontractors are involved in a cause for disqualification, exclusion or prohibition of contracting, the contractor must replace them.

36.6 The contractor must identify the person that represents the subcontracting workers, in accordance with labor legislation.

36.7 Payment to subcontractors and supplier companies is governed by the provisions of articles 228 and 228 bis of the TRLCSP.

(The Administration may check that the main contractor is complying with the payments to subcontractors and suppliers. Especially, the contractor's obligation to provide the detailed list of subcontractors and suppliers with the specification of the conditions of the payment period and the presentation of the evidence of compliance with the payment in terms may be established. These obligations are considered an essential condition of execution, and their non-compliance may entail the imposition of the penalties provided for in the tender document).

36.8 When this is determined in section O of the characteristics chart, subcontracting certain parts of the contract that, as a whole, do not exceed 50% of the budget amount and as long as the circumstances detailed in article 227.7 del TRLCSP are met. This obligation is considered a special condition for executing the contract for the purposes set forth in articles 212.1 and 223.f of the TRLCSP.

THIRTY-SEVENTH. PRICE REVIEW

The price review formula applicable to this contract is detailed in section P of the characteristics chart. The price review will only be applicable when 20% of the contract has been executed and two years have elapsed since it was formalized.

The price review will be processed as a contract modification, in accordance with the provisions of the thirty-third clause of this document.

(It should be noted that with the entry into force of Royal Decree 55/2017, of 3 February, which develops Act 2/2015, of the Spanish economy's deindexation, on February 5 of 2017, the price revision regime applicable to contracting files started after this date is the one set forth in article 89 of the TRLCSP, in the wording given by the Desindexation Act, and developed by the aforementioned Royal Decree).
(In service contracts, the price revision applies only when the recovery period of the contract investment –which must be determined in accordance with the provisions of Article 10 of Royal Decree 55/2017– is equal to or greater than five years.

If the contracting body establishes the right to review, the specifications must detail the applicable formula, which must, if any, be of the standard formula approved by the Council of Ministers. When this type formula is not used, the list must specify, in addition to the applicable formula, at least the following: a) a breakdown of the cost components of the contract purpose activity, and the weighting of each of them in the price of the contract; b) the individual prices or specific price indices associated to each cost component susceptible of revision; c) the efficiency-incentive mechanism.)

VI. PROVISIONS RELATING TO THE TERMINATION OF THE CONTRACT

THIRTY-EIGHTH. RECESSION AND SETTLEMENT

The reception and settlement of the contract is carried out in accordance with the provisions of articles for in articles 222 and 307 of the TRLCSP.

(Notwithstanding the provisions of article 311 of the TRLCSP in relation to service contracts that consist of the entire completion of a work project).

The Administration will determine whether the provision made by the contractor conforms to the established requirements for its execution and compliance and, if applicable, will require the performance of the services contracted and the correction of the defects observed on its first reception.

If the work carried out does not provide the contracted benefit because of defects or faults attributable to the contractor, the Administration may reject the work in such a way that it will be exempt from the obligation to pay or will be entitled, where applicable, to recover any amounts paid.

Moreover, the units responsible for receiving the contract will verify that it effectively complies with the contractual clauses that establish obligations for the use of Catalan, expressly referring to the correct reception and execution certificates.

THIRTY-NINTH. TERMS OF GUARANTEE AND REFUND OR CANCELLATION OF THE DEFINITIVE WARRANTY

39.1 The warranty period is indicated in section Q of the characteristics chart; it will begin from the reception of the services.

(The warranty term may be excluded in the specifications when the nature of the contract or its characteristics makes it unnecessary; this must be duly justified in the contract file)

39.2. The Administration must determine whether the contractor's performance complies with the prescriptions established for its execution and fulfillment, and, if applicable, it must demand that the services contracted be performed and any defects observed on its reception be made good.
If the work carried out does not provide the contracted benefit because of defects or faults attributable to the contractor, the Administration may reject the work in such a way that it will be exempt from the obligation to pay, or will be entitled, where applicable, to recover any amounts paid.

If during the warranty period faults or defects in the work carried out are certified, the contracting body has the right to demand that the contractor correct them.

39.3 Once the contractor has fulfilled its contractual obligations, if there are no liabilities that must be exercised on the final warranty and after the warranty term, the decision will be issued ex officio to return or cancel the final warranty, in accordance with the provisions of article 102 of the TRLCSP.

(Notwithstanding the provisions of article 312 of the TRLCSP in relation to service contracts that consist of the overall completion of a work project).
(The specific administrative clauses may provide for proportionally refunding or canceling of the bond in cases of partial reception).
(Instruction 1/2014 of the Supervision and Assessment of Public Contracts Department, indicates that the procurement bodies and the management units will especially ensure that the bonds and warranties deposited will be returned as soon as possible)

39.4. Once the contract has been finalized, the equipment and facilities that have been incorporated by the contractor, during the provision of the energy efficiency service, will be owned by the xxx Department (or if it is a public sector building the specific name of the building or the body occupying it will feature here) at no cost.

FORTIETH. RESOLUTION OF THE CONTRACT

The causes and effects of the resolution of the contract are those indicated in articles 216.6, 223, 225, 308 and 309 of the TRLCSP. Specifically, the breach of the essential contractual obligations defined in clause thirty-one of this section will be cause for resolving the contract.

The following are also causes of contract resolution:

• The substantial amendment of the object of the contract, in the terms indicated in clause thirty-three of this document, which would require a new contracting procedure.
• The contractor is involved in a cause of exclusion from the tender when the tender was awarded.
• The contract should not have been awarded to the contractor because of a serious breach by the latter of the obligations established in the Community Treaties and in Directive 2014/24/EU, declared by the Court of Justice of the European Union.
• Failure to comply with some of the special execution conditions defined in section M of the Characteristics chart.
• Failure by the contractor to comply with the obligation to maintain the confidentiality of the data or the background information related to the contract purpose, which is not publicly known or in the public domain.

Similarly, the breach of the obligations set forth in the clause thirty-one regarding the use of Catalan and, in general, the non-fulfillment of any of the obligations related to the use of Catalan derived from the provisions of Act 1/1998 of January 7, on language policy and the provisions that develop is a specific cause for resolving the contract. For this purpose, the certification issued by the person designated by the administration will
be taken into account to carry out the monitoring during the execution of the contract. However, before terminating the contract, the contracting body may require the contractor to comply with the obligations to use Catalan by applying the penalty system provided for in article 212 of the TRLCSP.

(The contractor’s failure to comply with affiliation and registration with the Social Security of the staff employed to fulfill the contracts is also a cause for terminating the contract).

In all cases, causes of resolution will be applied in accordance with the provisions of article 224 of the TRLCSP and follow the procedure established in article 109 of the RGLCAP.

VII. RESOURCES, PROVISIONAL MEASURES AND SPECIAL CASES OF CONTRACT ANNULMENT.

FORTY-FIRST. RESOURCE REGIME. APPEALS.

41.1. In accordance with Article 40 of the TRLCSP, calls for tender, the specifications and the contractual documents establishing the conditions that govern the contract, the procedures that directly or indirectly decide the award, those that determine the impossibility of continuing the procedure or result in defenselessness or irreparable damage to legitimate rights or interests, and the agreements for the award of this contract are all subject to special appeal.

Special appeals regarding contracts must be lodged in the register of the contracting body, or the body authorized to resolve them, within 15 business days, as established in article 44.2 of the TRLCSP and if prior written notice has been submitted to the contracting body communicating the intention to appeal, in accordance with articles 40.2 and 44.1 of the TRLCSP.

(It should be noted that, in accordance with the study document of the administrative tribunals of public contract regarding the legal effects of Public-Contract Directives on the expiration of the transposition period without a new Act on public-sector contracts, mentioned above, given that "the purpose of the appeal must be fully consistent with the matters regulated in the Public-Contract Directives", contractual modifications, subcontracting and the resolution of the contracts, which are regulated in said directives, 'must be considered as included within the scope of the special appeal regarding contracts', only if compliance with the requirements which, with direct effect, are established in the law of the European Union is questioned).

This appeal is optional, and may be submitted before the Catalan Court of Public-Sector Contracts, previous to or as an alternative to, lodging the contentious administrative appeal, in accordance with Act 29/1998, of June 13, that regulates the contentious administrative jurisdiction, and will be governed by the provisions of article 40 and its subsequent articles of the TRLCSP and Royal Decree 814/2015, of September 11, which approves the Regulation of special procedures for reviewing decisions in contract matters and for organizing the Central Administrative Court of Contractual Appeals.

Ordinary administrative appeals cannot be lodged against acts susceptible for special appeal.
In accordance with the provisions of Act 26/2010, of August 3, on the legal and procedural system of the public administrations of Catalonia, and the basic legislation of the common administrative procedure, or of the contentious administrative appeal, in accordance with the provisions of Act 29/1998, of July 13, regulating the contentious administrative jurisdiction, ordinary administrative appeals may be lodged against the acts that the contracting body adopts in relation to the effects, compliance and termination of this contract when they are not susceptible to a special appeal.

Contentious administrative appeals can only be lodged against the resolution of the special appeal in contractual matters in accordance with the provisions of article 10.1 of Act 29/1998, of July 13, regulating the contentious administrative jurisdiction.

(The specifications must indicate which ordinary administrative resource is admissible).
(For financial service contracts, with CPV of 66100000-1 to 66720000-3, and for services whose purpose is artistic and literary creation and entertainment, with CPV of 79995000-5 to 79995200-7, and 92000000-1 to 92700000-8, except 92230000-2, 92231000-9, 92232000-6, the acts of the contracting body regarding the effects, compliance and extinction that are not susceptible to special recourse regarding contracting, will be subject to appeal before the civil jurisdiction)

The agreements adopted by the contracting body in the exercise of the Administration’s prerogatives are susceptible to appeal for reversal, in accordance with the provisions of Act 26/2010, of August 3 on the legal system and the public administration procedures of Catalonia, the basic legislation of the common administrative procedure, or on contentious administrative appeal, in accordance with the provisions of Act 29/1998, of July 13, regulating the contentious administrative jurisdiction.

FORTY-SECOND. PROVISIONAL MEASURES

Before lodging a special appeal related to a contract, the persons legally entitled to bring it may request the adoption of provisional measures before the Catalan Court of Public Sector Contracts, in accordance with the provisions of article 43 of the TRLCSP and Royal Decree 814/2015, of 11 September, mentioned above.

FORTY-THIRD. INVALIDITY REGIME. DISQUALIFICATION

The acts for preparing and awarding this contract are subject to the general disqualification regime provided for in articles 31 to 36 of the TRLCSP.

This contract will be void in the cases provided for in article 37 of the TRLCSP. In these cases, the natural or legal persons whose legitimate rights or interests have been harmed or may be affected may raise the question of nullity before the Catalan Court of Public Sector Contracts, in accordance with article 39 of the TRLCSP.

FORTY-FOURTH. JURISDICTION

The contentious administrative court has jurisdiction to resolve any litigious questions that may arise in relation to the preparation, awarding, effects, compliance with and termination of this contract.
ANNEX 1. RESPONSIBLE STATEMENTS. AFFIDAVITS

Procedure no. xxx / xx

Mr/Ms. .............................................., with ID number ................................, in his/her own name and on behalf of ........ acting as ... (sole, joint, or joint and several administrator, or joint and several or joint attorney), according to a public deed granted before the Notary of (place), ..., on date ... and protocol number ..., solemnly declares, as a company bidding for contract ..............................................,

a) Being a foreign company, the company will submit to the Spanish courts and tribunals for all issues that may arise from the contract, with express renunciation of its own jurisdiction.

b) At least 2% of the company’s workforce are workers with disabilities, or the company has adopted some alternative measures provided for in article 2 of Royal Decree 364/2005, of April 8.

c) The company meets all the requirements and obligations required by the regulations in force regarding its incorporation, installation and legal operation.

d) The email address for receiving the communications regarding the contracting process and, where appropriate, the execution of the contract is (indicate an email address)

e) The e-mail address for receiving messages on the publication of notifications from the e-NOTUM service; the person or persons authorized to access electronic notifications; the mobile phone number or numbers for receiving the aforementioned notifications, as well as, where applicable, the one-time password for accessing the notifications; are:

   • (Indicate e-mail address - the corresponding identifying document(s) (NIF / NIE / CIF / Passport) - mobile phone number(s)

f) The company has the corresponding gender equal opportunities plan.

g) I authorize the contracting body to obtain directly from the competent administrative bodies the data or registration documents and those related to the tax and Social Security obligations that are required to proceed in this matter, where appropriate.

In witness thereof, I sign this statement. (place and date)

Signature
ANNEX 2.

ECONOMIC OFFER MODEL

Mr/Ms .................................................. .................................................. ........................................... resident at .................................................. street .................................................. ....... no ..........., and with NIF .............. declares that, aware of the conditions and requirements to be eligible for the award of the contract for improving energy efficiency and the corresponding overall maintenance of the building XXXXXXX of Department XXXXX of the Generalitat de Catalunya Located at XXXX, commits (on his or her own behalf / behalf and on behalf of the company .................................. with NIF .............. ...........) to execute it strictly in compliance with the stipulated requirements and conditions, in accordance with the following terms:

1) Economic criteria: table 2.1 to be filled out for the economic offer, attached below. The data to be entered must correspond to an entire year, after the introduction of Energy Conservation Measures.

Table 2.1

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Expected Consumption</th>
<th>Unit Price</th>
<th>Economic expense (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>hr/y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Energy</td>
<td>kWh/y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td>kWh/m²/y</td>
<td></td>
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</tr>
<tr>
<td>Water</td>
<td>m³/y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (€)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Report value of expected consumption

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Expected Consumption</th>
<th>Unit Price</th>
<th>Nev Expense (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>hr/y</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Electrical Energy</td>
<td>kWh/y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td>kWh/m²/y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>m³/y</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Efficiency Fee</td>
<td>€</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (€)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

One whole year's savings

Boxes to be filled by bidder company
2) The representative also commits to setting the price of extraordinary service hours at (table 2.2):

<table>
<thead>
<tr>
<th>Price extra/hour</th>
<th>Base amount</th>
<th>VAT (21%)</th>
<th>Total amount</th>
</tr>
</thead>
</table>

3) Budget for bonuses (table 2.3):

<table>
<thead>
<tr>
<th>Annual maintenance budget</th>
<th>Proposed annual reduction</th>
<th>Monthly amount available for reductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>xxxx €/year</td>
<td>xxxx €/year</td>
<td>xxx€/month</td>
</tr>
</tbody>
</table>

4) Technical criteria: the savings will be presented in table 2.4

<table>
<thead>
<tr>
<th>Period 1</th>
<th>Total Savings E.E. (kWh)</th>
<th>Total Savings E.E. (T-CO₂)</th>
<th>Total Savings N.G (kWh)</th>
<th>Total Savings N.G. (T-CO₂)</th>
<th>Total Savings Energy (T-CO₂)</th>
<th>Water Savings (m³)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 full year (12 months)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EE: Electrical Energy
NG: Natural Gas

<table>
<thead>
<tr>
<th>Type</th>
<th>Ratio</th>
<th>Units</th>
<th>Maximum CO₂ saved= xx% energy savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>EE</td>
<td>0,24</td>
<td>Kg of CO₂ / kWh_e</td>
<td></td>
</tr>
<tr>
<td>NG</td>
<td>0,201</td>
<td>Kg CO₂ / kWh_ng</td>
<td></td>
</tr>
</tbody>
</table>

In witness thereof, I sign this economic offer.
(Place and Date)

(Signature of the representative and stamp of the company)
ANNEX 3.

CONTENT OF PROPOSALS REGARDING AWARD CRITERIA OTHER THAN PRICE.

In accordance with the provisions of article 150.2 of the Consolidated Text of the Public-Sector Contracts Act, the contracting body will agree on the award based on the defined and measured criteria, in descending order according to their importance, according to the following valuation:

The criteria for selecting and evaluating offers are described below. The maximum score will be 100 points, distributed as follows:

The text below is an example to be modified according to the contract characteristics, taking into account that

- The allocation of the score in each section can be modified.
- Maintenance service award-criteria subject to a value judgment must be consistent and aligned with the requirements of the technical specifications related to this service.

A) AWARD CRITERIA SUBJECT TO VALUE JUDGMENT: UP TO 45 POINTS (TO BE PLACED IN ENVELOPE B)

1. Criteria for the evaluating the maintenance service: up to 20 points

According to the terms for presenting the offer set forth in Annex 6 of the ASS, the following aspects will be evaluated:

<table>
<thead>
<tr>
<th></th>
<th>Resource training</th>
<th>6 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Equipment and tools provided for the service</td>
<td>1 point</td>
</tr>
<tr>
<td>II</td>
<td>Quality control procedures</td>
<td>5 points</td>
</tr>
<tr>
<td>III</td>
<td>Training plan proposal</td>
<td>2 points</td>
</tr>
<tr>
<td>IV</td>
<td>Additional improvements</td>
<td>6 points</td>
</tr>
</tbody>
</table>

Note: The maximum points will be given to the best proposals and the rest will be proportional.

I. Resource training (maximum 6 points)

a. Number of resources (maximum 5 points) Structure and number of resources proposed for executing the contract.

i. Improving the minimum requirements of the Specification regarding the number of operators assigned to the contract, up to a maximum of X, basic maintenance schedule or presence in the building, improvement of the specialties or qualifications required (best proposal 5 points)

ii. Adapted to the minimum requirements of the Specification (0 points)

iii. And the rest proportionally.
b. Defined organizational chart (mandatory; does not score): A definitive organizational chart must be provided, specifying the names and surnames of the positions.

The CVs of the staff involved are mandatory, along with the accreditation of the qualifications required to comply with the contract.

c. Response time for the on-call service: improvement of the maximum time indicated in point 9.4.1 of the TSS. The shortest response time proposed by a bidder will score 1 point, the time equal to that indicated by the TSS, 0 points and the rest will score proportionally.

II. Equipment and tools provided to execute the service (maximum 1 point)

a. Assessment of the measurement equipment provided for the contract that will be used for monitoring, managing and calculating savings as accurately and correctly as possible. The best proposal receives 1 point and the others receive points proportionally.

(The improvements will be defined in each project)

III. Quality control procedures (maximum 5 points)

a. Quality assurance of the work done (2 points)

b. Quality of maintenance management systems (2 points)

c. Prevention of occupational hazards (1 point)

IV. Proposed Training Programme (maximum 2 points)

a. Definition of a proposal for a training calendar by the personnel assigned to the contract (1 punt)

b. Energy-efficiency training plan (1 point)

V. Additional maintenance improvements (maximum 6 points)

a. Completed and evaluable improvements proposed in the maintenance management plan (maximum 2 points).

b. Improvements to the Services Return Plan (maximum 1 point).

c. Improvements in routine maintenance (maximum 1 point).

d. Thermographic reports on the installations (maximum 1 point).

e. Improvements to quarterly reports (maximum 1 point).

(Other potential improvements will be defined for each project)

2. Criteria for the evaluating the proposed ECMs: up to 25 points

According to the terms for submitting offers provided in Annex II-First part of the TSS (at this point do not define the savings of each measure nor evaluate the solutions economically, that all goes into envelope C).

Note: The maximum points will be for the best proposals and the rest will be awarded proportionally.
Criteria for the evaluating the proposed ECMs: up to 25 points

a) Presentation of ECMs in all areas proposed in the TSS and always in compliance with the current regulations (maximum 12 points).
b) Technical proposal: technical quality of the equipment, level of detail of the presentation of each ECM and overall energy efficiency of the installation (maximum 5 points).
c) Calendar for executing ECMs (maximum 1 point).
d) Adaptation of the measures to the needs and characteristics of the centre (maximum 5 points).
e) Degree of automation and data computerization (maximum 2 points)

B) AUTOMATICALLY EVALUATED AWARD CRITERIA: UP TO 55 POINTS
(TO BE PLACED IN ENVELOPE C)

The maximum score will be given to the proposal that presents the best service planning, considering the specific needs of the tender as described in this document and in the technical specifications, which shall be evaluated according to the following criteria:

1. **Economic criteria.**

Assessment of annual economic savings, direct savings for the building: **up to 25 points.**

1.a. **Annual Economic Savings (expressed in €): up to 17 points.**

The savings will be evaluated over a whole year, after introducing the Energy Conservation Measures (annual Svs.) presented in the offer submitted by the bidder for each of the established concepts; these are in the table for presenting economic offers (table 2.1 in annex 2 of this ASS).

The evaluation will be allocated proportionally based on the maximum savings offered. Only those offers that present a positive saving for the contracting body will be evaluated.

The rating formula for this criterion will be:

\[ P(\text{annual.Svs}) = \frac{\text{annual.Svs(offer)}}{\text{annual.Svs(max.offer)}} \cdot 17 \]

1.b. **Man-hour price: up to 8 points.** (Table 2.2 in annex 2 of this document).

The value of the man-hour price in on-call service will be assessed proportionally:

\[ P(\text{Man-hour}) = \frac{\text{Man-hour(min.offer)}}{\text{Man-hour(offer)}} \cdot 8 \]
2. **Technical criteria for evaluating the efficiency service:**

Energy conversion factors for CO$_2$ emissions to be used by bidders in their offers are indicated in annex 2 of this document: **up to 30 Points.**

2.a. **Energy Savings (expressed in CO$_2$ emissions): up to 25 points.**

- An energy saving of xxx% (maximum saving varies according to each tender specification) of the current expense (corresponding to xxx tonnes of CO$_2$ avoided) will obtain the maximum score of 25 points.

- An energy saving of xx% (minimum savings, varies according to each specification) of the current expense (corresponding to xx tonnes of CO$_2$ avoided) will obtain a score of 0 points.

The savings falling between these two values shall obtain the corresponding proportional value according to the following expression:

\[
P(\text{Energy Savings} \_ \text{Tonnes CO}_2) = \frac{(\text{Tonnes CO}_2 \text{- avoided} - xx)}{xxx - xx} \times 25
\]

**Note:** It should be noted that offers must offer savings between the range defined in section 3.5 of these specifications, and that the proposals that offer electrical energy savings of less than xx % and Natural Gas savings of less than xx %, and those that present EE savings over xxx % in EE and NG savings over xxx % may be required to justify the feasibility of the offer and the guarantee of the conditions of comfort and operation. They may be excluded from the tender if the explanations are not convincing.

2.b. **Water savings: up to 5 points.**

The maximum water saving scores 5 points. The rest will get a proportionally lower value, according to the formula:

- Water savings of xxx% with respect to the current cost (corresponding to xxx $m^3$) obtains a score of 5 points.

- Water savings of xx% with respect to the current cost (corresponding to xx $m^3$) obtains a score of 0 points.

Savings falling between these two values obtains the corresponding proportional value:

\[
P(\text{Water savings}) = \frac{m^3 \text{Saved} - xx}{xxx - xx} \times 5
\]

**Note:** The contracting body may require the bidder to justify the feasibility, the guarantee of the conditions of comfort and functionality that the user and the building require of offers that present water savings under xx % and greater savings than xxx %. These offers may be excluded from the tender if the aforementioned explanations are not convincing.
ANNEX 4.

COMPOSITION OF THE CONTRACT BOARD

Procedure no. xxx / xx

(In accordance with the provisions of article 21.4 of RD 817/2009, the composition of the Contracting Board must be published in the profile of the contracting entity of the corresponding contracting authority at least seven days before the meeting to qualify the documentation of envelope A).

The Contracting Board will comprise the following members:

CHAIRMAN:
Secretary General xxxx or his/her delegate

SECRETARY:
Director xxxx or delegated person.

BOARD MEMBERS:
xxxxxx or person delegated
A representative xxxxxxxxx or his delegate
xxxxxxxxxxx or his delegate.
A representative of the General Intervention of the Generalitat of Catalonia
Legal adviser to the Department of xxxx of the Generalitat de Catalunya
A representative of the legal services of xxxxxxxxxx
One or more representative of the Catalan Energy Institute (ICAEN)
ANNEX 5.

STATEMENT OF DATA AND DOCUMENT CONFIDENTIALITY

Procedure no. xxx / xx

Mr.............................................................. as proxy of the company
........................................ solemnly declares that the company at which represents, as a bidder for contract..........................

DECLARAS

That the documents and data presented in envelope ........ (A, B, C as applicable) that it considers to be confidential are:

.

In witness thereof, I sign this affidavit.

(Place and date)

Signature of the representative

In accordance with article 5 of Organic Law 15/1999, of December 13, on the protection of personal data, we inform you that your data will be incorporated into a file in order to manage this tender procedure. You may exercise your rights of access, rectification or cancellation by contacting xxxxx xx, whose address is xxxxxxxxxxx,

At, xxxxxxx of xxxxxxxxxx.
ANNEX 6.

CONTENT OF THE PROPOSAL TO BE SUBMITTED BY THE BIDDERS

Procedure no. xxx / xx

Apart from the documents provided in section 14.2 of the administrative clauses, the offers that are submitted must be signed by the company representative and each envelope must contain a table of contents, and at least the following content:

CONTENTS OF ENVELOPE A (GENERAL DOCUMENTATION)

a) Single European procurement document (SEPD)

Bidders must present the European Single Procurement Document (SEPD) in which they declare their capacity and their financial and economic solvency and technical and professional capacity, in accordance with the minimum requirements set forth in clauses nine and ten of these specifications; they also must declare that have not been prohibited to contract or, if they have, that they have taken the measures to prove their reliability. They declare that they have fulfilled their tax Social Security obligations and comply with the rest of the requirements that are set forth in this section.

(In accordance with article 4 of DL 3/2016, bidding companies are not obliged to provide documentary proof of compliance with the capacity and solvency requirements when they submit tenders and, in the contracts subject to standardized regulation, only the standard SEPD form shall be accepted as a document that replaces the documentary accreditation.

Bidders may complete the SEPD form, which is attached as an appendix to this section, or use the online service of the European Commission through which they can import the SEPD model corresponding to this tender, fill it out, download it, and print and present it.

In this regard, Instruction 1/2016, dated July 26, of the Plenary of the Advisory Board on Administrative Contracting of the Generalitat, on instructions for completing the Single European Procurement Document, attaches as an annex the standardized SEPD form in Catalan, which includes instructions on how to complete it and, in particular, instructions on the data that may be contained in the RELI and/or the ROLCE.

(Using the Commission’s online service, contracting bodies must create the SEPD model for each contract procedure—or, if necessary, reuse an existing one—so that the bidders can use this service to generate any of their corresponding SEPDs.

It should be taken into account that, as indicated in the instructions to complete the SEPD attached to Commission’s Implementing Regulation (EU) 2016/7 of January 5, 2016, which establishes the standardized SEPD form, contracting bodies may limit the information required on selection criteria to a single question; that is, whether the companies meet all the selection criteria indicated in the contract or in the notice).

The SEPD must be signed by the bidder or by its legal representative.

Bidders must provide the information on the person or people qualified to represent them in this tender on the SEPD form, when this applies.

When companies bid jointly, each one must accredit its personality, capacity and solvency, and present a separate SEPD in which they provide the information required in Parts II to V of the form, if applicable. In addition to the SEPD, these companies
must provide a document declaring their commitment to formally constitute a temporary business association if they are awarded the contract.

If a bidder uses another companies’s capabilities in accordance with the provisions of articles 64 of the TRLCSP and 63 of Directive 2014/24 / EU, or intends to subcontract, he must state this in the SEPD and present another separate SEPD for each company whose capacity he or she intends to subcontract.

(If the contract purpose is divided into batches and different solvency and capacity requirements are required for each one, the tender specifications must stipulate that bidders must fill out an SEPD for each pool –or group of pools– to which the same solvency requirements are applied).

Tender companies that are registered in an official list of authorized economic operators should only provide in each part of the SEPD form the information not registered in these lists. Thus, companies registered in the Electronic Register of Bidder Companies (RELI) of the Generalitat de Catalunya, regulated in Decree 107/2005, of May 31, and managed by the Technical Secretariat of the Consultative Committee for Administrative Contracts (Gran via de les Corts Catalanes, 635, 08010-Barcelona, tel. 935 528 090; http://www.gencat.cat/economia/jcca), or in the Official Register of State Classified Bidders and Companies (ROLECE), are only obliged to indicate in the SEPD the information that does not appear registered in the RELI or the ROLECE, or that is not currently valid or up to date. In any case, these companies must indicate in the SEPD the information that enables the contracting body, where necessary, to access the corresponding supporting documents or certificates.

Before the final award, the successful bidder –proposed after submitting the most economically advantageous offer– must accredit the possession of the documentation that proves that it fulfills the requirements demanded in this document and whose necessary compliance has been indicated in the SEPD.

However, the contracting body may ask bidders to submit all or part of the documentation proving compliance with the prerequisites, when necessary to properly develop the procedure and, in any case, before finally awarding the contract. However, bidder registered in the RELI, the ROLECE or on an official list of economic operators of a free European Union Member State, need not present the supporting documents or other documentary evidence of the data registered in these registers.

b) Electronic notification

The company must provide an email address and a mobile telephone number for receiving alerts on the availability of the notification on the e.NOTUM service and provide details of the person or persons authorized to access the notifications. The form attached as annex 1 is used for this purpose.

c) Statement of submission to the Spanish courts and tribunals

Foreign companies must submit a declaration of submission to the Spanish courts and tribunals of any kind for all incidents that may arise from the contract, expressly renouncing their own jurisdiction, in accordance with the model attached in annex 1.

d) Business group

Companies must provide, where appropriate, a statement on the business group to which they belong, indicating the companies that it comprises and the name of the group.
e) Compliance with the regulations for the integration of disabled people

Where required, the company must issue a Statement declaring it employs a number of disabled workers totalling not less than 2% of its staff, or of having taken any of the alternative measures provided for in article 2 of Royal Decree 364 / 2005, dated April 8, which regulates alternative compliance of an exceptional nature of the quota in favor of disabled people, in accordance with the model that is attached as Annex 1.

(The contracting body may require companies obliged to integrate 2% of workers with disabilities into their workforce in accordance with the provisions of article 42 of Royal Legislative Decree 1/2013, of November 29, which approves the Consolidated Text of the General Act on the Rights of Persons with Disabilities and their Social Inclusion, to certify that they comply with this obligation, taking into account the provisions of section 1 of the fourth additional provision of the TRLCSP. In this case, the bill must establish the legal consequences of a possible breach of this obligation)

f) Gender equal opportunities plan.

If applicable, the company must state that it has a gender equal-opportunities plan, in accordance with the model attached as Annex 1.

g) Commitment to the assignment of material and/or human resources

Statement by the company of committing itself to assign material and/or human resources to execute the contract, as required.

h) Other documentation

Any other documentation required in section J of the chart of characteristics and, where appropriate, declaration of compliance with the circumstances to be taken into account in order to apply the additional award criteria referred to in clause 14.3.

i) Provisional warranty

Certificate of proof of the constitution of the provisional warranty when established in section K of the chart of characteristics and for the specified amount.

(The contracting bodies will not require a provisional warranty in the contract files. Exceptionally, they may demand it when special circumstances arise; these must be sufficiently justified in the contract specifications, in accordance with article 103.1 of the TRLCSP).

Establishment of the provisional warranty:

- In cash or in public debt securities, subject to each case to the conditions established by law, and in accordance with the requirements set forth in article 55 of the RGLCAP and to the models that appear in Annexes III and IV of the same regulation. The cash must be deposited in the General Deposit of the General Treasury of the Generalitat de Catalunya or in the deposits of the territorial treasuries. The Certificates of Immobilization of the annotated values must be presented to the contracting body.
• By means of a surety submitted to the contracting body, in accordance with
the regulatory conditions, and without depositing it in the General Deposit. The
surety may be provided by any bank, savings bank, credit company, financial
credit establishment or mutual guarantee companies authorized to operate in
Spain, in strict compliance with the provisions of articles 56 and 58 and annex V
of the RGLCAP.

• By contracting a secured insurance policy in accordance with the requirements
of articles 57, 58 and annex VI of the RGLCAP, and subscribed with an insurer
authorized to operate in the surety insurance. The contractor must submit the
policy document to the contracting body.

One or more of the participating companies of Temporary Business Associations may
constitute the provisional warranty, providing it reaches the quantity required and jointly
guarantees all the members of the Temporary Business Association.

The provisional guarantee shall be automatically extinguished and returned to the
bidders immediately after the award of the contract. However, the bidder whose
proposal had been selected for the award must retain the warranty until the final
warranty is established. The provisional warranty of companies that unjustifiably
withdraw their proposal before the award shall be executed.

The awarded bidder may apply the amount of the provisional warranty to the definitive
one or constitute a new final warranty. In the latter case, the provisional one is
cancelled when the final one is constituted.

CONTENTS OF ENVELOPE B

Maintenance plan:

Bidding companies must describe the supporting content of the following sections and
the additional improvements they propose on a maximum of 20 double-sided
numbered sheets; that is, 40 pages DINA4 using Arial 9 font. Therefore, if a proposal
exceeds 40 pages, the content on page 41 and the subsequent pages will not be
evaluated.

a) Project for maintaining installations under the contract

• organizational chart
• structure of the service
• organization planned for replacing personnel in case of absences
• action plans
• materials that will be made available to this contract
• system for attending to faults and response time

b) Quality control procedures:

• assurance of the quality of the work done
• maintenance management systems quality
• Prevention of occupational hazards
c) Maintenance equipment:
   • assigned personnel
   • organization of staff by categories
   • staff training

d) Service transfer plan:
   • draft of the transfer plan justifying the maintenance continuity guarantees.

e) List of the means that it intends to dedicate, exclusively, to develop and conduct maintenance work

Annex IIA of the Technical Specification: Energy Conservation Measures (hereafter ECM) proposed:

   • Table summary 1: compilation of ECMs according to type.
   • Table summary 2: compilation of systems affected by ECMs.
   • Table summary 3: compilation of Options and sources of savings for each ECM.

Upon request, an information gathering visit to the facilities where the service will be conducted will be scheduled, in accordance with the terms of the technical specifications.

The inclusion of the economic offer in envelope B or the inclusion of any relevant information pertaining to envelope C in envelope B will disqualify the bidder when said inclusion violates the secrecy of the offers or the duty of not having knowledge of the documentation to be objectively evaluated before having knowledge of the documentation to be subjectively evaluated.

Envelope B will be evaluated within one month from the date of its opening.
Once it has been evaluated, the date of the public opening of the envelopes C will be published in the profile of the contracting body.
In this public act, the Board will first announce the score awarded to the criteria whose quantification depends on a value judgment and then proceed to the opening of the content of envelope C
C CONTENTS OF ENVELOPE C

Annex I of the TSS:

- Table 1.1: Total guaranteed savings.
- Table 3.1: Energy and water savings for each ECM.
- Tables point 4: Data from the reference period
- Tables point 5: Energy prices.
- Tables point 7: Contracted reference.

Annex IIB of the TSS:

- Table summary 4: savings expected from each ECM and water savings.
- Summary table 5: M&V options selected for each ECM and measured parameters.
- Summary table 6: measuring limits.
- Summary table 7: reference measuring period.
- Summary table 8: measuring period report.
- Table summary 9, 10, 11 A and B: independent variables, Model, static factors and non-routine adjustment model.

Annex 2 of the ASS

- Expenses tables:
  - Report: Expected consumption values
  - Cost estimate (€) with the set of improvements (ECMs) implemented
- Price table of the on-call hour of maintenance service
- Budget table for bonuses:
- Total energy and water savings table

You must also fill out the following table in the light of provisions of clause five, and as established in section B of the chart of characteristics

<table>
<thead>
<tr>
<th>Years</th>
<th>Efficiency Fee (€)</th>
<th>Efficiency Fee Inc. VAT (€)</th>
<th>Maintenance Fee (€)</th>
<th>Maintenance Fee Inc. VAT (€)</th>
<th>Total Service (€)</th>
<th>Total Service Inc. VAT (€) (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
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<tr>
<td>Year 3</td>
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<td>Year n</td>
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</table>
ANNEX 7.

STATEMENT OF COMPLIANCE WITH THE REGULATIONS ON PREVENTION OF OCCUPATIONAL HAZARDS
Procedure no. xxx / xx

Identification details of the company
Surnames and name or corporate name
TIN (Taxpayer Identification number)

Details of the person acting on behalf of the company
Name and surnames
TIN

Contract details
Purpose of the contract

Number of the Contract Procedure: **XXX/XX**

Statement
The undersigned SOLEMNLY DECLARES, for the purposes of tendering in the procedure for the award of the reference contract, that the legal entity that he or she represents complies with the regulations in force regarding the prevention of occupational hazards.
In witness thereof, I sign this statement.

Place and date

Signature of the legal representative
Stamp of the company

*In accordance with article 5 of Organic Law 15/1999, of December 13, on the protection of personal data, we inform you that your data will be incorporated into a file to manage this tender proceeding. You can exercise your rights of access, rectification or cancellation by contacting xxxx xx, whose address is xxxxxxxxxx, xxxxxxx of xxxxxxxxx.*
ANNEX 8.
MODEL OF THE CERTIFICATE ON COMPLIANCE WITH THE REGULATIONS ON THE SOCIAL INTEGRATION OF DISABLED PEOPLE (ONLY TO BE COMPLETED BY COMPANIES WITH OVER 50 FIXED EMPLOYEES).

Identification details of the Company
Surnames and name or corporate name	TIN

Details of the person acting on behalf of the company
Surnames and name	TIN

Contract details
Purpose of the contract

No. of the contract proceedings: XXXX/XX

I Certify

☐ That the company is made up of a number of disabled workers consisting of not less than 2% of the total, in such a way that the overall number of workers in the workforce is ......................... of whom ......................... (also indicate the number) are workers with disabilities.

Or (check only the corresponding box)

☐ That the company has obtained the declaration of exception provided for in article 1 of Royal Decree 364/2005 of April 8, which regulates the alternative fulfilment by exceptional measures of the quota in favour of workers with disabilities (of which I submit a copy attached) and that the company has adopted the alternative measures provided for in article 2 of the Royal Decree mentioned, following:

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a) The subscription of a commercial or civil contract with a special employment centre, or with a self-employed worker with disabilities, for the supply of raw materials, machinery, equipment or any other type of goods necessary for the normal exercise of the corporate purpose of the company selecting this measure.

b) The subscription of a commercial or civil contract with a special employment centre, or with a self-employed worker with disabilities, for the provision of external services that are accessory to the company's corporate purpose.

c) Donations and sponsorship actions of a monetary nature, to carry out work insertion and job creation activities for people with disabilities, when the beneficiary of these actions is a foundation or public service association whose corporate purpose is, among others, vocational training, job placement or the creation of employment for people with disabilities that allow them to create jobs and, eventually, integrate them into the labour market.

d) The constitution of supported employment, having previously subscribed the corresponding contract with a special employment centre, in accordance with the provisions of Royal Decree 290/2004, of February 20, which regulates employment incentives as a measure to promote the employment of people with disabilities.
ANNEX 9.

SPECIFIC CONTRACT PENALTIES

Penalties for breaches of the efficiency service

If the full amount of the savings guaranteed by the awarded bidder is not achieved, based on Table 1.1 of Annex I (Energy Performance Guarantee) of the TSS, the following penalty will be imposed:

- For failure to comply with 76 to 100% of the guaranteed savings, the penalty applied will be expressed in euros: kWh not saved x current tariff € / kWh).
- For failure to comply with guaranteed savings equal to or less than 75%, the previous penalty multiplied by a factor of 1.5 will be applied to the total of the kWh that were not saved.

This value will be subtracted from the efficiency fee for the following year. If there are no savings, the awarded bidder will not receive the efficiency quota for the next year.

Penalties for breaches of the maintenance service

Maintenance quality will be monitored using the indicator system described below:

The description of the indicator system is closely linked to the technical requirements of the TSS and the proposals submitted by the bidders to fulfil them or improve them. For this reason, the system presented here is just an example, and the definitive system will be suitable for the final definition of the maintenance service for the building under contract.

INDICATORS

A penalty in the form of a deduction from the maintenance fee of the contractor will apply if a malfunction in maintenance management or execution is detected by the result of quality control indicators.

The following are the quality indicators to be evaluated:

<table>
<thead>
<tr>
<th>INDICATOR</th>
<th>FREQUENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>I1 Compliance with the preventive maintenance</td>
<td>Monthly</td>
</tr>
<tr>
<td>I2 Compliance with the response time during the on-call service</td>
<td>Monthly</td>
</tr>
<tr>
<td>I3 Staff training plan</td>
<td>Monthly</td>
</tr>
<tr>
<td>I4 Degree of staff turnover</td>
<td>Monthly</td>
</tr>
<tr>
<td>I5 Waste Management</td>
<td>Monthly</td>
</tr>
<tr>
<td>I6 Incidents</td>
<td>Monthly</td>
</tr>
<tr>
<td>I7 Quality Control Audit</td>
<td>Annual</td>
</tr>
</tbody>
</table>
I1. Compliance with the preventive maintenance plan

This indicator will be extracted automatically from the computer-assisted maintenance management system (GMAO) implemented in the building and relates the preventive maintenance orders closed during one month with the preventive maintenance orders planned during the same month:

\[
I_1 = \frac{\text{Preventive WO made within the month}}{\text{Preventive WO planned within the month}} \times 100
\]

The contractor must execute the planned maintenance orders and proceed to close them correctly in the GAMO within the established deadlines. For the purposes of calculation, only those orders that appear correctly closed in the GMAO will be considered.

Preventive maintenance is understood as a set maintenance work orders resulting from the maintenance project, including both the regulatory and ordinary operations.

Below are the penalties associated with each type of incident:

<table>
<thead>
<tr>
<th>I1 (% Compliance)</th>
<th>PI1 (% penalty)</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 &lt; I1 ≤ 90</td>
<td>1</td>
</tr>
<tr>
<td>70 &lt; I1 ≤ 80</td>
<td>2</td>
</tr>
<tr>
<td>I1 ≤ 70</td>
<td>5</td>
</tr>
</tbody>
</table>

Penalties will only apply when the preventive orders closure is greater than 90%

I2. Compliance with the response time during the on-call service

This indicator relates the number of times that the contractual response time has been exceeded during the guard on-call service and the number of times the on-call service has been required within the same month:

\[
I_2 = \frac{\text{Non-compliance with response times during the on-call service}}{\text{on-call requests}} \times 100
\]

The response time to be evaluated will be equivalent to the time elapsed from the staff of the building contacting the contractor during the on-call service and until the company's staff reach the building. This time will be linked to the action protocol proposed by the contractor for the on-call service.

The maximum response time allowed to attend an alert during the on-call service is $x$ h or the time indicated in the bidder’s offer if the latter has chosen to improve it.

Below are shown the penalties associated with each type of incident
<table>
<thead>
<tr>
<th>$I2$ (% non-compliance)</th>
<th>$PI1$ (% penalty)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10 &lt; I2 \leq 20$</td>
<td>0.5</td>
</tr>
<tr>
<td>$20 &lt; I2 \leq 30$</td>
<td>1</td>
</tr>
<tr>
<td>$30 \leq I2$</td>
<td>1.5</td>
</tr>
</tbody>
</table>

A penalty shall only be applied when the non-compliance with the response time during the on-call service exceeds 10%.

### I3. Staff training plan

Each year, the contractor must present a training plan for the technicians working on the contract. The training must pursue the continuous improvement of the staff with the aim of improving issues that contribute to optimizing the service (greater technical knowledge, training in the GMAO, specialization in maintenance services, etc.) as well as in savings and energetic efficiency.

This indicator will evaluate the fulfilment of these training plans, which must be previously approved by the building. The control mechanism will validate the operating certificates obtained or other measures defined in the same plan.

Failure to comply with the training plan will result in a penalty $PI3 = 0.5\%$, the maximum penalty for this indicator. The non-fulfilment of a single training session indicated in the bidder’s proposal and validated by the building manager will be considered as non-compliance.

### I4. Degree of staff rotation

This indicator aims to avoid excessive turnover of the staff familiar with the premises, facilities and the particularities of the building.

Staff rotation is defined as the replacement of a contracted worker by another who is not for a period of more than 3 days without just cause (illness, vacations, at the request of those responsible for the building, etc.).

Staff will be controlled through the system proposed and installed by the contractor with the prior approval of the building. This system must enable the building technicians to verify the access log of the contractor’s workers at all times.

The unjustified replacement of a single operator of the successful bidder to cover the ordinary service hours will be equivalent to a penalty $PI4 = 0.5\%$, the maximum penalty for this indicator.

### I5. Waste Management

The contracting company must present an environmental management and waste plan as part of its service responsibilities in the building.
This indicator is for verifying correct compliance with the waste plan presented and validated by the technical staff of the building; it uses certificates or documentation to do so.

If the building owner discovers that the contractor does not have all the certificates, a penalty equivalent to PI5 = 0.5% will be applied. This is the maximum penalty for this indicator.

6. Incidents

The building’s technical staff may detect small incidents that negatively affect the contracted maintenance service, and cause situations that deteriorate the building’s reputation, people’s safety or the conservation of material.

These incidents will be classified as minor, serious or very minor, depending on whether they affect the building reputation, people’s safety, or the conservation of materials.

The following are incidents that may result in penalties:

MINOR:
- Breaches in clothing and discipline
- Cleanliness and tidiness of the machine rooms or work places
- Reports submitted incorrectly or late with respect to the agreement
- Delay in closing work orders in the GMAO
- No information on new regulations
- Delay

SERIOUS:
- Breach of the Occupational Risk Prevention Regulation (ORP)
- No small workshop equipment and tools available as specified in contract
- Absenteeism
- Negligence that deteriorates works of art
- Not informing the building staff that installations are out of order or underperforming due to faults.
- Accumulation of three minor incidents

VERY SERIOUS:
- Accumulation of three serious incidents

If the building staff observe and provide evidence of these incidents the contractor may be penalized.

The following are the penalties associated with each type of incident:

<table>
<thead>
<tr>
<th>Incident type</th>
<th>% penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor</td>
<td>0.1</td>
</tr>
<tr>
<td>Serious</td>
<td>0.5</td>
</tr>
<tr>
<td>Very Serious</td>
<td>2</td>
</tr>
</tbody>
</table>

Penalty PI6 will be the result of the sum of the % of penalties associated with the accumulated incidents during the current month as shown below::
When the accumulation of a type of incident results in a more serious incident, the incidents that have caused it will stop computing individually and be replaced by the penalty for accumulation.

The maximum value of this indicator for incident accumulation will be 2%.

The accumulation of three very serious incidents may be the subject of a penalty of up to 50% of the monthly maintenance fee.

I7. Quality control audit

Annually, technical audits will be carried out to monitor the quality of the maintenance and energy efficiency services. These will be done by an external agent designated by the owner.

The audit objectives will be to monitor documentation and generally evaluate the state of maintenance and energy efficiency from samples taken on field visits.

Some of the aspects to be analyzed are:

DOCUMENTARY CONTROL
- • Correct maintenance management using the owner’s GMAO
- • Correct updating of the maintenance project (inventory and regulations)
- • Correct update of technical reports on the installations, including updated plans and diagrams
- • Technical documentation of the updated equipment (including certificates and warranties)
- • Verification of the obligatory technical inspection certificates
- • Control of documentation on maintenance staff (monthly planning, certificates and cards, access control, etc.)

FIELD VISITS
- • Control and analysis of all management and/or operation problems at the installations
- • Verification of the state of conservation and maintenance and repercussions on the energy-efficiency equipment.
- • Compliance with the execution of the specified maintenance
- • Ensure the equipment is proper labelled in to enable traceability of the maintenance processes carried out, associated faults, and actions before an act, etc.

The audit results will be drafted in report with conclusions supported by technical explanations, photographic reports of the detected technologies and potentially recommendable corrective actions.

Based on the annual report, a quality level will be assigned to the audit result. If the quality level is correct, no penalty will be applied. If the quality level does not meet the
minimum specifications and non-compliances are detected in any of the points described above, the percentage of the penalty to be applied will be as follows:

<table>
<thead>
<tr>
<th>LEVEL IDENTIFIED</th>
<th>MAINTENANCE QUALITY</th>
<th>PI7 (% penalization)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Improvable</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>Deficient</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>Poor</td>
<td>5</td>
</tr>
<tr>
<td>D</td>
<td>Very Poor</td>
<td>10</td>
</tr>
</tbody>
</table>

Below are the penalties associated with some indicators:

**MONTHLY INDICATORS**

\[ MPC (\%) = PI1 + PI2 + PI3 + PI4 + PI5 + PI6 \]

Where MPC is the monthly penalty coefficient applied to the maintenance fee and PIi is the partial penalty coefficient for indicator Ii.

The penalty level for each indicator is related to the achieved quality level. The maximum monthly penalty will be equal to 10% of the contractor’s monthly remuneration.

Obtaining a maximum MPC for three consecutive months will be penalized with the equivalent of 50% of the sum of three months’ maintenance fees.

When necessary, a monthly meeting will be held with both contracting parties to discern whether the failure to comply with any of the evaluated requirements is justified, and therefore, the contractor is exempt from the corresponding penalty.

**ANNUAL INDICATOR**

\[ APC (\%) = PI7 \]

Where APC is the annual penalty coefficient applied to the maintenance fee and PIi is the partial penalty coefficient for indicator I7.

The penalty level for each indicator is related to the achieved quality level.

The maximum monthly penalty will be equal to 10% of the contractor’s annual remuneration, that is, about a month’s remuneration which will be separate from and additional to the monthly penalties.

When necessary, an annual meeting will be held with both contracting parties to discern whether the failure to comply with any of the evaluated requirements is justified, and therefore, the contractor is exempt from the corresponding penalty.)
ANNEX 10.

INFORMATIVE MODEL FOR PRESENTING DOCUMENTATION:

Note:

This model **must not** go in the envelope and the envelope containing the remaining documentation, must be sealed.

xxxxxx

xxxxxx

xxxxx

(Barcelona)

On opening the proposals for the contracting of .......................... .................................................. ....................................,
processed with procedure number xxx / xxx the bidder / the company .................................................. ........................................, with registered address .................................................. ............................., phone ................................... and fax ..................... has submitted the corresponding documentation, in order to participate within the term established in the tender announcement.

Barcelona,

(Signature of the bidder or his representative)

(Name and surnames of the bidder or his representative)

In accordance with article 5 of Organic Law 15/1999, of December 13, on the protection of personal data, we inform you that your data will be incorporated into a file in order to manage this tender proceeding. You can exercise your rights of access, rectification or cancellation by contacting xxxxx xx, whose address is xxxxxxxxx, xxxxxxx of xxxxxxxxx.
ANNEX 11.

TECHNICAL VISIT CERTIFICATE

Company: ____________________________________________________________
C.I.F.: ______________________________________________________________________
Address: ______________________________________________________________________
Province / Country / C.P.: _______________________________________________________
Representative (First Name & Surname): ____________________________________________
D.N.I.: ______________________________________________________________________

In accordance with the Technical Conditions of Procedure No.: ----- , and being
interested in attending the tender for the opening of proposals, I hereby request
authorization to make a previous visit to the installation at:
Centre or
Building: ______________________________________________________________________

AUTHORIZED
St. At________ on _____of ________ 20____
Sgt.: Inspector appointed by the company (Name and surnames) DNI

INSPECTION OF THE INSTALLATION:
The visit and visual inspection in the Machine Room and Thermal Installation of the
building was made on _______of _______________ of 20____

For the company For the Centre
Sr. Sr.
ANNEX 12

SPECIAL RULES ON THE CONTRACTOR’S STAFF

1. The contracting company is exclusively responsible for selecting the staff who, after accrediting their qualification and experience in the requirements of the specifications, will be part of the contract work team, without prejudice to the verification of compliance with those requirements by the Administration.

The contractor must ensure that the work team is stable, and that any variations in its composition are occasional and justified, in order not to alter the proper functioning of the service. The administration must always be informed of any changes.

2. The contractor assumes the obligation to carry out, in a real, effective and continuous manner, the management authority that pertains to all employers regarding the workers who will execute this contract. In particular, the contractor must negotiate and pay the staff’s wages, grant leave of absence, and holidays, replace workers in cases of resignations or absence, comply with legal obligations in Social Security, including the payment of contributions and benefits, where applicable, the legal obligations on the prevention of occupational hazards, the exercise of disciplinary power, as well as the rights and obligations that derive from the contractual relationship between employee and employer.

3. The contractor must especially ensure that the employees assigned to the contract conduct their activity without exceeding the functions defined in the contract specifications.

4. The contractor must execute the contract on its own premises or facilities, except when, exceptionally, it is authorized to provide its services on the administration’s premises. In this case, the contractor’s personnel will occupy different work areas from those occupied by public employees. The contractor is responsible for ensuring compliance with this obligation. The specifications must state the need for the contract work to be performed in the administrative units.

5. The contractor must designate at least one technician or person from his own staff as a coordinator, who will be responsible for:

   • Acting as the interlocutor of the contractor before the Administration, by centralizing the communication between the latter and the members of the contract work team and the Administration, in all contract related matters.
   • Distributing the work among the contract staff and giving these workers the necessary work instructions for providing the contracted service.
   • Supervising the correct fulfilment by the work team of the functions entrusted to it, as well as controlling their attendance at the workplace.
   • Organizing the contract staff’s holidays, properly coordinating the contractor and the Contracting Authority, in order not to alter the smooth operation of the service.
   • Informing the Administration on the occasional or permanent changes in the composition of the contract work team.
SHEET OF TECHNICAL SPECIFICATIONS. (TSS)
1. **PURPOSE**

The purpose of these Sheet of Technical Specifications (TSS, hereinafter) is to establish the regulations of the service contract for improving the energy efficiency and its corresponding maintenance in the XXXXXXX building of the Department of XXXXXXX, located on XXXXXXX Street XXXXXXX, to obtain energy, economic and environmental savings in the terms set forth in the Energy Saving and Efficiency Plan in the Administration’s buildings as approved by the Generalitat de Catalunya’s Agreement of 30 d August 2011 and its extension approved by the Government Agreement of June 16, 2015.

Bidders must propose an overall solution to efficiently manage energy at all times; it must be aimed at achieving energy savings, reducing emissions and making economic savings, as well as satisfying the maintenance requirements described in this document.

2. **PROVISIONS IN THE SCOPE OF THE CONTRACT**

Since the main object of the contract is to improve the energy efficiency of the building to obtain savings guaranteed by the bidder while the contract is in force, to execute the contract, the contractor must provide the following services:

2.1 **Energy-efficiency service**

2.1.1 **Energy Conservation Measures Service**

The contractor must install and / or update the energy installations by improving the existing equipment and installations in the building at the beginning of the contract term, and any others that it considers advisable to incorporate or to update so that they contribute to the energy savings, energy efficiency and the use of renewable energies.

2.1.2 **Technical Management Service and Measurement and Verification of Energy Performance**

The contractor must manage all technical and energy issues, well as all necessary actions to measure the performance of the facilities in accordance with the provisions of these technical specifications.

To this end, the tenderer must submit a Measurement and Verification Plan in the terms indicated in Annexes IIA and IIB of this Technical Specification.

2.2 **Maintenance service**

The contractor must perform preventive maintenance to achieve the perfect operation and performance of the installations under the contract and all its components, in accordance with the provisions set out in this section of the technical clauses.
3. EXECUTION TERM

The term of the contract and the possibility of extensions are those set forth in clause four of the Specific Administrative Terms and Conditions (ASS).

Nevertheless, the requirements regarding the benefits which are the purpose of the contract will be regulated as follows:

- • The Energy Efficiency Service will start when the contractor has implemented the corresponding improvement measures, in accordance with the terms of the offer and within a term that must not exceed X months from the signing of the contract.
- • The Maintenance Service will begin on the day the contract is signed.

4. SCOPE

The scope of action includes the following mandatory lines:

(The scope of action must adapt to the contracting entity’s needs and the following list may be an example:

1. Light
2. Water Savings
3. Installation management and maintenance
4. Air Conditioning:
   a. Production of cold and heat
   b. Air Handler Units (AHU)
   c. Air distribution
   d. Water distribution
5. Renewable energies: biomass, thermal, photo-voltaic ....
6. Any other that may be necessary to achieve the contract purpose.

5. DESCRIPTION OF THE CENTRE

The purpose of this point is to describe the main characteristics of the building or buildings that feature in the contract, from an informational point of view and without great technical detail, such as:

- its geographical location
- the use made of the premises
- a brief description of the construction, including the year of construction and any extensions or renovations, the number of floors, particularities of the building and the distribution of useful areas for main uses or types of area (floors, departments, buildings in the case of being a complex or centre with more than one building, etc.)

Following is an example of a draft:

The xxxxxxxxx, is located at xxxxxxxx street in the town of xxxxxxx. The main activity of the building is xxxxxxxxxxxxxxx.
The building has xx floors, x below ground and x above ground with an outside area dedicated to xxxxxxx.

The following table summarizes the constructed surfaces of each one of these floors and their main uses:

<table>
<thead>
<tr>
<th>Floor</th>
<th>Functional use</th>
<th>Area (m²)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following are collected in Annex I, Performance Guarantee of this document:
Other descriptions of the building, such as operating hours, occupation, environmental parameters, reference annual consumption, etc.

6. INVENTORY OF INSTALLATIONS UNDER THE CONTRACT

In the following point is done a brief technical description of the current configuration of the building’s installations.

Below is a short example of the installations and equipment that can be described to provide relevant technical information:

**Electrical installation**: Indicate the type of contracted electrical supply (low or medium voltage), the existence of an electric generator, a reactive power compensation device, an uninterruptible power supply system (UPS), give a description of the main electrical panels, etc.

**Lighting system**: Indicate the existing types or the main types of lighting equipment (fluorescent and auxiliary equipment, LED, incandescent, etc.), whether there are solar light utilization systems, presence detectors or time-switched mechanisms, automatic devices in electrical panels, etc.

**Fuel**: Existence of natural gas or any other fuel such as diesel or biomass and a brief description of the supply and / or storage facility.

**Production of hot water** (DHW): Indicate whether the HW is produced by boilers, hot water tanks, solar system, etc., and annual consumption if known.

**Production of cool and heat**: Description of the production system (cooling and condensation plants, heat pump, VRV systems, twin-coil boilers, etc.).

**Air conditioning and ventilation**: Description of the installation in general (description of the main circuits, AC, terminal elements (fancoils, radiators, fan heaters, etc.), installation type of two or four tubes, etc.), and how the system is regulated.

**Renewable energy installations**: Existence of renewable energy installations in the building (photovoltaic for self-consumption, solar thermal, biomass ...).
Management system: Existence or otherwise of a management system for the building’s installations to control the basic parameters of the building’s cooling and heating installations and its lighting system).

The technical documentation contained in Annex IV of this TSS describes the installations under contract in greater detail.

7. CHARACTERIZATION OF THE BUILDING

List of energy and water consumption and current expenses

The building’s energy requirements are met by the following energy sources:

(At this point, it will be necessary to include or exclude those energy sources that are the object of the contract energy services. The following points show an example for electric and natural gas supplies, but diesel may also be included, for example)

- **Electric Energy**

  Contracting a supply voltage of xxxV with rate xxx and a power rating of xxxkW contracted for each of the x periods.

  The prices per period for the year 201x extracted from the invoice are:

  The price per kWh must be linked for each period, depending on the electricity tariff contracted, whether for three or six periods. The following table sets out the price structure for a six-period rate as an example:

<table>
<thead>
<tr>
<th>Period</th>
<th>Price per kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>XXXX €/kWh</td>
</tr>
<tr>
<td>2</td>
<td>XXXXX €/kWh</td>
</tr>
<tr>
<td>3</td>
<td>XXXX €/kWh</td>
</tr>
<tr>
<td>4</td>
<td>XXXX €/kWh</td>
</tr>
<tr>
<td>5</td>
<td>XXXX €/kWh</td>
</tr>
<tr>
<td>6</td>
<td>XXXX €/kWh</td>
</tr>
</tbody>
</table>

  These prices will be used to establish the reference prices set out in point I.5 of Annex I Performance Guarantee

- **Natural Gas**

  Natural gas supply at xxxx pressure with an access fee xxx.

  The monthly prices of the variable consumption term oscillate according to the markets. For calculation purposes we will consider an average price of 0.xxxx €/kWh as a result of the average unit prices invoiced during the xxx.

  (This price will be used to establish the reference price set out in point I.5 of Annex I Performance Guarantee).

  Below is the evolution of the different energy consumptions in kWh for the years 20xx, 20xx and 20xx:
(Enter representative tables and graphs for each one of the energy vectors)

(If there are partial energy meters, the distribution of consumption could also be indicated according to the uses or services monitored)

- Water:

  Water tariff xxx
  Below is the evolution of the different energy consumptions in m3 for the years 20xx, 20xx and 20xx:

(Enter representative tables and graphs)

The water consumption registered in the building is used to cover the following needs:
Examples

• Consumption in toilets and bathrooms.
• Consumption for building cleaning tasks.
• Consumption for outdoor gardening tasks.
• Consumption for humidity control of indoor areas.

(If there are partial water meters, the distribution of consumption could also be indicated according to the uses or services monitored)

Current cost of the described supplies

The following table defines the total costs of 20xx obtained from invoices provided by those responsible for xxxxxxxxxxx.

<table>
<thead>
<tr>
<th>Supplyt</th>
<th>Annual consumption 20xx</th>
<th>Amount billed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity</td>
<td>xxxxxxxxx kWh</td>
<td>xxxxxxxxxx €</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>xxxxxxxx kWh</td>
<td>xxxxxxxx €</td>
</tr>
<tr>
<td>Water</td>
<td>xxxxxxxxxx m³</td>
<td>xxxx €</td>
</tr>
</tbody>
</table>

The invoiced amounts correspond to the total billing, and therefore, they include all the concepts:

- Fixed term (service fee, power term, etc.).
- Variable term (consumption of electricity, natural gas or water).
- Other concepts (meter rental, rates, quotas/fees, electricity tax, VAT, reactive power charges, etc.)

8. ENERGY EFFICIENCY SERVICE

The main objective of the energy services is to achieve consumption savings, a reduction in power intensity and emissions, and to optimize the energy in the facilities
through their proper operation, management and maintenance, according to the following guidelines:

- Control of energy consumption and the energy balance of the building for each energy source (electricity and natural gas) and water.
- Manage the facilities within the efficient parameters
- Manage alarms and energy-efficiency indicators
- Implementation of energy conservation measures with or without the need for economic investment with guaranteed savings.
- Implementation of energy conservation measures that involve the introduction of renewable energies (self-consumption photo-voltaic, biomass, ...)

Although it is not an energy vector, water consumption will be considered as if it were, and so it must be included in the studies derived from energy management in a similar way to the consumption of electricity and natural gas.

(Consumption and potential water savings can be monitored using the same methodology that will be used for the energy, efficiency and of its reduction of consumption, even if it will not be an energy improvement, it is an environmental improvement.)

8.1 Areas of action and minimum savings to be guaranteed

The contractor must achieve the guaranteed savings during the contract period. The savings guaranteed by the bidders (in terms of CO₂ emissions) may not be less than XX% in electricity consumption, XX% in gas consumption and XX% in water consumption and maximum savings must not exceed XXX% in electricity consumption, XXX% in gas consumption and XXX% in water consumption, to guarantee the conditions of comfort and operation required by the building and its users. Energy conservation measures (ECMs) must be implemented without fail in each of the following action lines:

(The lines of action will be set by the type of action desired in the building. The ones listed in the above table are the most common and so those specified by default; however, they are subject to modifications according to needs or requirements of the technicians responsible for the building under contract.

As an example, actions to use of renewable energies such as a biomass plant or the installation of thermal solar panels may be more specific lines of action for inclusion in the previous table.

L1. Actions on lighting.
L2. Actions in air conditioning: production and distribution of cool and heat, and distribution and renovation of air.
L3. Actions for utilizing renewable energies: biomass, self-consumption photo-voltaic, electrical vehicle recharge infrastructure ...
L4. Actions on management and supervision.
L5. Actions on water savings.)
All proposed actions must comply with current regulations, and the technical solutions provided must be evaluated and validated by the technical services of the building before their execution.

(To carry out this service, it is highly recommended to have or perform an energy audit, as detailed as possible, to:

- Provide objectivity and transparency regarding the service.
- Have a reliable reference on the potential savings to be made in the building, both for the contracting entity and the bidder. The results of the technical studies are used to determine reference consumption, model the consumption in the building and establish the reasonable minimum and maximum savings to correctly estimate the % of guaranteed savings offered by the various bidders.
- Offer a guide on possible ECMs to be proposed by the energy service bidders and ensure that they coincide with the building’s real needs.)

In annex IV of this TSS, the attached energy studies on the building will allow accurate information on the building’s energy consumption and the description of the main existing consuming equipment.

8.2 Technical management service

The contractor will carry out the technical and energy management of the installations covered by the contract; that is, optimizing the resources with the aim of improving energy efficiency and complying with the established operating conditions.

In any case, the operating conditions set in the contracted reference described in Annex I Performance Guarantee of this TSS must be met and under no circumstances may the levels of comfort and environmental quality of the centre be degraded. (If the building is used for an activity whose operational conditions require special attention, a special mention should be made to emphasize its importance.

For example, a museum building or an archive, where the air conditioning and air quality tolerances are important and very precise parameters are needed:

“Since air conditioning is considered today as a priority for conducting the centre’s activity, it is necessary to guarantee a minimum deviation of the parameters set out in Annex I Performance Guarantee, as follows:

- Dry temperature.
- Relative humidity (humid temperature).
- Air renewal (ventilation) and purity (degree of filtering).
- Speed of the air.
- Chemical contamination.
- Pressurization.

Moreover, the achievement of the parameters should not be to the detriment of the energy efficiency measures and of respect for the environment”
This service will include monitoring the building’s energy and water using meters and probes. These will also be used when measuring and verification the savings warranty service described below in point 8.3 of this document. All the elements incorporated to comply with this service will be the contractor’s property.

The contractor is obliged to implement an automated energy and water-consumption monitoring system as well as monitor all those parameters used to calculate or model energy consumption (parameters of new equipment or field elements such as thermometers, flowmeters, probes, etc.)

(There are several valid systems for monitoring consumption and independent variables. The best option will depend on the existing equipment/programmes or the needs of the building. Here are two paragraphs that briefly describe some of the possible situations:

1) If there is no management system in the building, it will be necessary to incorporate a computer program that allows at least:

- Monitor different reading points remotely
- Enable the immediate consultation of any of the readings registered
- Create contract-monitoring reports using representative data

2) If the building has a management system, the energy manager will decide whether to expand it, inputs and outputs to incorporate the readings necessary to monitor the energy expenditure or replace it with a new one adapted to the contract needs.)

Additionally, the contractor must provide technical assistance during the energy purchase tenders that are called during the contract’s validity. This assistance, shall include, but not be limited to, the following:

- Adjustment of the power contracted, taking into account the possible extra peak-demand charges, compensation of reactive energy ...
- Request for offers to different marketing companies and their analysis.
- Ensure the detection of possible anomalies in the invoicing of energy (This last point allows the use of the knowledge and contracting capacity of companies in the sector.).

8.3 Plan for measuring and verification of savings

The object of the contract must be executed following the International Protocol for Measuring and Verification of Energy Performance (IPMVP) EVO. The document can be downloaded at the website www.evo-world.org.

The company must also submit its Measurement and Verification Plan (in accordance with the M&V Plan) following the model included in Annexes IIA and IIB of this document.


In addition to everything detailed in the M&V Plan Model, bidders must prepare the M&V Plan so that it fully adheres to the aforementioned Protocol. If the M&V Plan does
not adhere to the IPMVP and / or fails to comply with the requirements established in this document, the offer shall not be evaluated.

The contracting body will design an engineering project to validate the M&V Plan and monitor the annual savings. (It may be contracted by the contractor, but without increasing the contract price).

The part of the M&V Plan that corresponds to Annex IIA goes into envelope B and the one that appears in Annex IIB is delivered in envelope C.

8.4 Good practices and training

An annual training session on good practices will be required for the building employees/users, and the number of sessions may be increased by the contractor.

This training will be complemented by the dissemination of energy-saving initiatives using posters, publications in possible existing media such as news programmes, websites, intranets, emails, etc.

(Disseminate specific energy data (evolution of consumption, information on the most important energy ratios such as kWh/month, kWh/m², kWh for each use) and comparing them with features of similar characteristics may increase users' involvement and therefore, contribute to good practices).

A building energy manager will be designated, and the contractor must train the person in the specific issues affecting efficient management of the installations. The energy manager shall be the building’s contact person with the contractor and will ensure that the contractor correctly manages the services and that the users employ the installations properly. He will also communicate any contributions by the users.

(The contractor will be responsible for training the building’s energy manager and train the building’s technical managers, so that once the energy service contract has finished, they can conduct the activity independently, focusing on the building energy-efficiency through good practices and by operating the installations efficiently)

8.5 International regulations and standards

8.5.1 Energy certification of the building

Obtaining the certification and energy label of the building according to RD 235/2013, one year after the contractor has installed the energy conservation measures contained in the bid is part of the contract purpose, taking into account the computer program used, according to whether it the procedure is simplified or general.

The fees for obtaining the label will be paid by the administration.

8.5.2 Energy audit of the building

The building energy-audits required by RD 56/2016 will be part of the contract. The building must be audited every four years.

Additionally, the commitment to implement the procedures and requirements to obtain energy-management certifications such as ISO 50.001 or equivalent may be included in this point; this would be point 8.5.3 Energy Management Systems (ISO 50.001)
utilizing the documentation and the knowledge obtained when monitoring the building’s energy consumption.

The text should take into account the possible ISO certifications already implemented in the building (ISO 9.001 or ISO 14.001) and whether the building has its own quality-system staff to coordinate the tasks.

Including this type of commitment may be considered an improvement to be presented by the bidders described in annex 3 Content of the proposals regarding evaluation criteria other than the ASS price.

(The following is an example of a text:

With the aim of continuous improvement in energy efficiency, the bidder must undertake to implement the procedures and requirements of international standard ISO 50.001, which are the requisites for implementing an Energy Management System. The ECM Measurement and Verification Plan facilitates the obtaining of all the data and documents to simplify the implementation of said standard.

This must be implemented during the first calendar year of the contract after which, if so desired, the building can be certified by a competent entity. Regardless of whether the building is certified or not, the contracting company must comply with and achieve the objectives set during the term of the contract).

9. MAINTENANCE SERVICE

(The entire description of the maintenance service that is open to tender and presented in this guide is an example. This is because there are many contracting models and the purpose of this type of contract is to integrate the maintenance and efficiency services, without affecting the existing model.

If the building has technical maintenance specifications and the building’s technical managers are satisfied with them, it is better to integrate the existing model. Despite this, the most common requirements and clauses are presented to offer a range of potentially complementary options).

The maintenance service covered by this contract is intended to ensure that the installations and equipment are kept in good condition and operate reliably and correctly, extending their useful life.

The main goals to be achieved are:

- Keep the facilities of the building in a good state of operation and repair
- Ensure continuous, effective and efficient operation of all installations
- Ensure that any incidents affect the building’s activities as little as possible and reduce the resolution time as much as possible
- Ensure the installations are very reliable and safe
- Properly operate and manage the installations from a technical and energy point of view to achieve the savings and energy-efficiency objectives.
- Keep the technical documentation of the building up-to-date (documentary archives, schemes, plans, reports and other documentation).
Maintenance work is framed within the provisions of the sector regulations on the corresponding installations and services. For this reason, the contractor company will be responsible for ensuring that the maintenance of the installations shall guarantee its operation, the rational use of energy, safeguard their duration and safety and comply with the applicable regulations.

Consequently, the contractor will be liable for the state of the installations during the contractual period. The contractor will be liable for the technical quality of the work and benefits that it provides, and for the consequences to the Administration or to third parties that may occur because of omissions, errors, unsuitable methods or incorrect conclusions in the execution of the contract.

In this regard and if necessary, the contractor may modify the instructions for use and maintenance, provided that the minimums that are considered regulatory or obligatory are respected, that the contractor notifies the Administration of them in writing and that the building's technical officer accepts them.

During the execution of the service, the contractor must not carry out any action that may invalidate the guarantees provided by current manufacturers of the installed equipment.

9.1 Installation subject to maintenance

The following describes a list of the type of installation where comprehensive maintenance must be carried out, in accordance with the requirements of current regulations, based on the elements and/or installations existing at the building:

(This list is an example and must be adapted to the installations or equipment installed in the building. If there is an inventory, functional block diagram or technical plans of the installations, they may be attached to the document. Having technical documentation of the installations enables bidders to evaluate the maintenance work under tender and so properly measure their technical and economic proposal; this benefits the contracting entity and the bidder).

**Air conditioning:**
- Heating boilers.
- Chiller units.
- Fan-coils.
- Direct expansión equipment (Splits and VRV system).
- Network of ducts, dampers and air conditioning air diffusers.
- Air conditioning water pipe and valve network.
- Air conditioning water treatment unit.
- Expansion tank.
- Water pumps.
- Heat Exchangers.
- Frequency drive.
- Inertia tank.
- Ventilation box / extraction to ducts.
- Climate controller.
- Dehumidifier.
- Humidifier.
- Split coil tanks.
• Air / water heat pump.
• Mural extractor with axial fan.
• Control and regulation system.

**Electricity**
• Emergency power Generator.
• General low voltage distribution panel.
• Power / lighting distribution switchboard.
• Electricity distribution
• Indoor and outdoor lighting.
• Earth network.
• Battery of capacitors.
• Emergency lighting.
• Self-consumption photo-voltaic system
• Infrastructure for recharging electric vehicles

**Ventilation**
• Forced ventilation.
• Forced extraction

**Hot Domestic Water**
• Generator equipment and electric accumulator.
• Pipes and valves network.
• Recirculation pump

**Management, control and automation system**
Electrical control panels, field elements (lighting panels, technical rooms, probes, thermometers, hygrometers, flowmeters, pressure-switches), installation and wiring.
Maintenance and updating of the building control system.
Maintenance and updating of the computer-assisted maintenance management program (GMAO).

**Water**
• Pressure pump.
• Expansion tank.
• Water pipes and valves network.
• Tank
• Legionella monitoring.
• Review and control of softening equipment.
• Water hardness monitoring.
• Inspection of filters
• Tank cleaning.

**Natural gas reception installation**
• Natural gas installation and reception points.
• Security devices

**Legionella Control**
The contractor must manage everything related to the company in charge of microbiological legionella cultures: contracts, reception and delivery of goods and communications, monitor and control the company. The contractor must also
manage the supply of biocides and products needed to maintain all facilities included in this section and which require control and treatment against legionella.

**Elevators**
- Lifts.
- Escalators.
- Service lifts

**Fire extinguishing**
- Verification and control of the state of equipped fire hose reels (FHR).
- Pipes and valves network.
- Portable fire extinguishers.
- Electric Pump.
- Fire Dampers.
- Fire Doors.
- Fire door retention electromagnets.
- Extinguishers.
- Sprinklers

**Safety**
- Alarm centres (including fire).
- Closed circuit television (CCTV).
- Custody of keys.
- Fire detection

It should be noted that the contractor is not limited to these things, nor is this list fixed or exhaustive, and it may occasionally be modified throughout the term of the contract.

**9.2 Execution conditions**

- The services to be contracted will be performed in accordance with the provisions of this TSS and the current legislation that regulates them.

- The contractor will be responsible for the technical aspects of the conservation and maintenance plans, the maintenance book and the optimizing of the electrical, air conditioning and gas operations in the building.

- The contractor must respond directly to matters related to maintaining the installations under the contract and must provide standardized, cost-effective and technical solutions that facilitate the organization, management, execution and control of the overall centralized maintenance management.

- The contractor must use the latest technologies, optimizing the building’s comfort, security and image and reducing costs to reasonable levels, in accordance with the quantitative and qualitative objectives determined by those responsible for the buildings designated by the Administration of the Generalitat.

- The contract will be executed in accordance with the instructions given by the building’s Work’s Service, or by the department or person that the Works Department designates.
- The contracted services will be continually inspected and supervised by the building’s Works Service or by the Department and the quality of the service and the contractor's response capacity will be evaluated.

- The contractor must update and keep up to date all the technical documentation related to the building's installations (operating guides or building management, equipment technical documentation, user and maintenance manuals, and so on) and will contribute the "as built" plans of the modifications made during the contract.

9.3 Basic maintenance of the installations

For the purposes set out in this TSS, the preventive, regulatory, conductive and corrective maintenance of the installations is defined as basic maintenance. These actions are the mandatory contractual minimum and are fixed, and the maximum expense that may be proposed is the one described in clause thirty-seven of the ASS.

Additionally, corrective maintenance, which is non-periodic maintenance during the building’s ordinary operation hours to repair faults or incidents on the equipment or installations, will also be part of the basic maintenance of the installations.

The labour cost of this maintenance must be included in the award price, and the administration shall not admit any extra cost.

The labour cost and the material necessary for the extraordinary maintenance service is specified in point 9.5 of this document.

As far as possible, all maintenance and assistance activities will be carried out to avoid any disruption to the building’s normal functioning. In any case, the designated maintenance manager, the operations carried out and the discomforts must be previously informed of any activities and their planned schedule.

9.3.1 Preventive Maintenance

The contractor must carry out all systematic operations on the installations and equipment to keep them in the best working order possible, avoiding interruptions, altering their functions or disturbing their operating parameters and/or results, extending their useful life and maintaining their performance-levels similar to those of their design.

(If available, it is advisable to attach the list of minimum operating preventive maintenance measures to be carried out, either in the form of a maintenance project or generally by equipment type, or as maintenance files. Doing so helps to scale the service and set minimum requirements beyond the current regulations.

The text below could be used when a maintenance project is available:
The contractor undertakes to comply, in an inclusive and non-limiting way, with the content defined in the Technical Datasheets for the preventive maintenance tasks of Annex III of the TSS. These files establish the maintenance protocols to be followed and their periodicity and associated technical profiles. They deal with minimum requirements, therefore, the contractor, according to its criterion and in accordance with the service objectives, can expand its content without this increasing the service costs. Under no circumstances may the content be reduced without the acceptance and approval of the building’s technical managers.

The contractor must draw up or revise and update the preventive maintenance project, if one already exists, including the current regulations regarding maintenance, as indicated in point 9.7.3 of this TSS.

9.3.2 Regulatory maintenance.

The contractor must carry out all maintenance and inspection operations thoroughly and exhaustively, at the frequencies established by the legal regulations in force on preventive maintenance. These operations must be carried out in pre-established cycles in a planned schedule, as indicated by the building managers; if there is no pre-established calendar, the managers must validate the contractor’s proposal.

The contractor must have all the official information and books updated on the date of the last regulatory review and must place it at the disposal of the building managers. The contractor must also manage the procedures with the official entities and laboratories of all the installations and devices subject to regulations, even if the contractor does not maintain them.

(If the contractor does not directly maintain some special equipment, such as elevators, extinguishers, generators or others, the contractor may insist on managing and accompanying the personnel that does, so that the contractor can perform the contracted service.

Similarly, the contractor should also manage and accompany the personnel that performs the regulatory inspections to be carried out by a controlling entity. The cost of these inspections often falls on the contracting body not on the contractor)

9.3.3 Outsourced manpower in-site maintenance

The contractor must carry out all daily controls, checks, verifications and adjustment of the installations.

The list of control operations of the installations is:

- Start-up and shut down of the installations, in accordance with the established programme and needs of use.
- Supervision and control of the correct operation of the installations.
- Supervision of set-points and parameters of equipment, systems or premises with respect to established conditions.
- Alarms and their correct interpretation

The operations that make up the corrective maintenance can be complemented and adapted to the needs of the building, according to the activity that is carried out.

Here are some examples:
- Detailed record of the tracking of the installations including, measures taken, observations, stoppages, etc. The documentary support of this record will be the building’s existing GMAO.
- Supervision of equipment and systems consumption.
- Preparation and supervision of equipment necessary for programmed acts and events (conferences, courses, receptions, etc.)

9.3.4 Corrective Maintenance

Corrective maintenance includes all maintenance operations in response to faults, malfunction or incidents detected during preventive maintenance and/or the building’s operations.

The contractor must deal with all the incidents received during the service provision and carry out all the necessary works for its resolution.

At this point it is important to describe the procedure for notifying the contractor of corrective tasks and take into account whether there will be a building technical manager who can determine the urgency and importance of the breakdowns.

Below is a diagram of a possible communications protocol:

Corrective maintenance operations will be resolved according to the urgency and the importance of faults according to the criteria of the building’s technical staff, or the responsible person designated by the Department according to the following priorities:

(The incident resolution-time is defined as the interval between the time the contractor was notified of the incident and when it was resolved. Notification of incidents can be done through an existing GMAO, emails, mobile devices or others.

In some contracts, a maximum compliance time is required. Following are two examples of maximum resolution time for corrective work orders generated:}
Example 1

• Priority 1: The incident must be resolved within a maximum of 24 hours.
• Priority 2: The incident must be resolved within a maximum of 1 week.
• Priority 3: The incident must be resolved according to a plan.

The definition of the model will depend on the degree of exigency or criticality of some of the building’s areas or activities, the management capacity of the responsible technical team and the corrective maintenance request system that is available.

The imposition of maximum resolution time implies the mandatory provision of a system to control them, either by managing orders using a GMAO or by other control mechanisms such as emails, incident logs, etc, so that the evaluation of their fulfilment can be objective and demonstrable.

The corrective maintenance works that the team designated to the building cannot take on because of its scale, or which must be performed outside the basic service hours (description in item 9.7.1 of this document) will be considered extraordinary maintenance. The definition of this concept will be discussed at later points in this document.

9.3.5 Manufacturer maintenance management

Among the sets of equipment covered by this tender, some require preventive/corrective maintenance to be carried out directly by the manufacturer because they are very specialized or by explicit requirement of the building’s technical managers. The contractor shall be responsible for:

• Ensuring the correct fulfilment of the contracted services.
• Managing and coordinating programmed maintenance operations or corrective actions.
• Monitoring and documenting all the actions carried out.

All subcontracting must be validated by the building’s technical manager.

(The cost of this maintenance may or may not be included in the tender price.

*It is advisable to detail the contracts/equipment that have special maintenance requirements, indicating the company, the type of contract, the start date and the renewal periodicity.*

*Following is some of the equipment that may be subject to this type of maintenance:*

• Elevators and lifting equipment.
• Fire extinguishing and detection system.
• Access control.
• Automatic doors.
• Generators.
• Legionella monitoring.
• Specific equipment for the activity of the building and electromedicine.
• Others.

9.4 Extraordinary maintenance service

Extraordinary maintenance is the kind that must be done outside the basic operating hours of the building described in point 9.1.1 of this document.

The cost of manpower and the material necessary for the extra-ordinary maintenance service is specified in point 9.5 of this document.

9.4.1 On-call service

The contractor company will have on-call personnel available 24 hours a day and 365 days a year to attend any incident that cannot be resolved by the personnel present in the building as it occurs outside the basic maintenance schedule.

The contractor must establish an action protocol specifying the means of communication between the building managers and the contractor’s qualified technical staff that guarantees that the response time is no longer than xx hours. A reduction in the maximum resolution time will be valued when awarding this contract.

The response time is the time elapsed from notification of the incident until the contractor’s technical staff reach the building.

If a resolution of a breakdown during the on-call service is provisional and requires subsequent corrective maintenance, action must be taken to recover all or part of the affected equipment/installation' functionality.

Corrective maintenance to definitively resolve the breakdown must be planned within the basic maintenance service schedule.

9.4.2 Other tasks

Those maintenance tasks that are performed outside basic service hours, as well as those requiring additional staffing or materials because of their size and/or the indications of the building's technical managers.

(Other modifications to existing installations would be an example of the same, because of expansion, presence in events such as congresses, public events, training sessions, etc., and others)
9.5 Cost of labour and materials

9.5.1 Labour force

As mentioned in point 9.3 of this tender, the labour costs associated with basic maintenance are included within the tender budget.

The labour cost for the extraordinary maintenance service must be paid based on the man/hour price proposed by the bidders; it will be evaluated.

9.5.2 Materials

The contracting company must acquire and supply all necessary spare parts and consumables to comply with the correct execution of the maintenance and operation of the building as described in the specifications of the present TSS.

All the material must be certified, approved and be the best available for the task; it should be of the original brand and model. If a different brand and model must be used, the suitability of the proposed materials must be demonstrated, and the prior agreement of the building's Works Service or Department obtained.

The cost of small materials and consumables must be included in the total service cost and the contractor must comply with a minimum stock that will minimize the resolution time of faults. Below is a list of spare parts and consumables necessary for the correct execution of the service is defined below. This list is not exclusive:

- • Cable ties.
- • Junction connector strips in several sizes.
- • Electric wiring of several sizes.
- • Boards and connectors for green boxes.
- • Straps.
- • Lubricants and grease.
- • Sundry welding material.
- • Teflon, adhesive tape, insulating tape, cloth, etc.
- • Board pilot lights, low-amperage electric gear, etc.
- • Fuses.
- • Coolant gases.
- • Distilled water.
- • Maintenance and cleaning products
- • Water treatment additives.
- • Small hardware material.
- • Lamps.
- • Filter roll, pre-filters, air-conditioner filters.
- • Paints, fillers, varnishes, glues, etc.
- • Plastering material (plaster, cement, etc.), carpentry, chip, etc.
The cost of materials not covered by the previous list required for correct corrective maintenance or other work ...

The purchase and management model must be specified, and the chosen model will significantly affect the bidding price, and may be:

- **an all-inclusive model.** The contractor manages the stock and purchases all the necessary material and spare parts for the contract, but is not permitted to invoice any additional amount to the tender price for this item. Generally, this type of model is discouraged, since the bidding cost increases excessively unless records and detailed data on the annual cost this service are available.

- **an all-exclusive model.** In this case, the contractor has no control over the purchases of material and stock-keeping. A technically qualified person designated by the building technical manager or the Department must spend a significant part of his time on this task. This model may also mean losing the contractor’s bulk purchasing power.

- **Model with deductible, (franchise),** -usually deductibles of between 150 to 300 € of retails sale unit prices- after which the contracting body will assume the cost of the materials. That is, the contracting body shall pay the price of the spare parts that exceeds the amount of this deductible, the first € xxx of the price is paid by the contractor company.

9.5.3 **Tools and equipment for performing the service**

The contractor must provide all the tools and equipment necessary for executing the service, especially:

**General Equipment**

The contractor must provide sufficient tools, instruments and auxiliary equipment of the proper quality to perform the services covered by this document.

Each operator will have their own work tools and their own personal protective equipment (PPE).

Ladders and everything else that may be necessary for proper maintenance work must also be provided.

In addition to the minimum tools and equipment, the contractor must also provide measuring instruments such as:

- • Tachometer.
- • Refrigerator gas detector.
- • Case of analysis of combustion gases.
- • Equipment for the vibration analysis.
- • Anemometer.
- • Network analysers.
- Digital multi-meters.
- Clamp amperemeter.
- Light meter.
- Sound level meter.
- Ground meter.
- Thermographic camera.
- Electrostatic loads analyser.
- And the like.

All the tools and equipment must be approved, kept in perfect condition and permanently available to contract maintenance personnel.

All the equipment provided must be calibrated according to the Calibration Plan of the contractor’s ISO 9001 Quality Management System. The calibration certificates must be submitted whenever the contracting body requests it. Providing the contractor’s Management System covers it, and its reliability and accuracy are completely accredited, a verification process will be accepted instead of calibration.

**Communication media**

The contractor provides all means for communication among its personnel and between its personnel and the contracting body:

- Mobile telephone equipment for maintenance operators, technicians and 24-hour on-call services.
- Radiofrequency and intercommunication equipment compatible with the radiofrequency equipment of the building when appropriate.
- Computer equipment and peripheral devices needed for the service.

**9.6 Maintenance management.**

Maintenance management, by its very nature, encompasses all the maintenance to be carried out, regardless of whether it be preventive, regulatory, control, or corrective maintenance.

These obligations shall be understood to be included in the basic maintenance price set out in point 9.3 of this tender.

**9.6.1 Preliminary report**

During the first month of the contract, the contractor must draw up a detailed preliminary report describing any possible anomalies and deficiencies that may affect compliance with the contract. This report must identify those installations and equipment that are not in proper condition at the moment of taking over the contract. If equipment or installations in poor condition are detected, a study must be carried out
so that the contracting body can demand that the installation or supplier companies accept liability for them.

The report will be of an exclusive nature, which means that everything that is not described therein will be tacitly accepted as ideal for all purposes.

9.6.2 Maintenance Plan

Bidders must present a basic maintenance plan for the building, detailing the preventive and regulatory maintenance tasks and the activities to be carried out and their periodicity. The plan must take into account that, while the contract is in force, the minimum actions and schedule set forth in the technical preventive maintenance data sheets Annex III of the TSS must be complied with. Companies may improve this programme by including further activities or by varying the periodicities or frequencies established therein, and the evaluation will be carried out in accordance with the provisions of the ASS.

Within two months of the signing of the contract, the contractor must adapt the plan presented to the building’s real needs, including a detailed inventory of equipment and the suitability of the maintenance plan. For the drafting of the final maintenance plan, the contractor will be provided with access to the available documentation related to the work and installations for analysis.

The contractor’s own and the subcontractor’s maintenance service staff must base themselves entirely on its content and follow its instructions. The structure of this manual must be flexible and capable of incorporating new equipment/installations while the contract is in force and be updated at all times to guarantee compliance with the current regulations on maintenance.

This plan will be approved by the contractor and validated by the building’s technical managers or the person designated by the Department.

9.6.3 Official books and pertinent records

The contractor must have all the official books and maintenance certifications required. The contractor must also be registered in the pertinent Official Registers to be entitled to conduct the maintenance activity in question.

The contractor is obliged to and is responsible for establishing the technical actions in the maintenance plan necessary to guarantee compliance with the relevant regulations regarding the building’s installations covered by this contract.

9.6.4 Information Systems (IS) management

This point will depend on the building-maintenance organizational model. Generally, it is advisable to use a computer-assisted maintenance management program (GMAO) for managing the maintenance inventory and work orders.
It is advisable that the computer program used be the one existing in the building or, that if there is none, the contractor must install one at his own expense, with the following conditions:

- The building’s technical manager must be able to access it and consult the data it contains at any time.
- The tool is used to manage all maintenance and as a register of all the maintenance work already carried out and to be carried out.
- The bidding company must submit an affidavit stating its obligation to grant a purchase option, after notification to the administration, in favour of the new contractor at the end of the current contract.
- All the information contained can be exported to Excel, Word, PDF or similar format whenever the technical manager of the building requires it.

Below is an example of a draft when there is already a GMAO in the building under contract:

The computer-assisted maintenance of the installations will be done using the GMAO currently existing in the building.

The contractor must use this program without fail to organize and quantify all the maintenance operations described for the service under the contract, for both basic and corrective maintenance operations.

This program will not imply any additional cost to the contractor and the Building Works Service or Department will register and provide the corresponding users and access codes.

Preventive actions (work orders) and corrective actions must be entered into the program, and no actions that are not programmed can be taken and no repairs may be carried out unless the incident is shown in the program.

The documentation and information that is accessed by the contractor during the execution of the services covered by this agreement and which corresponds to the Contracting Authority responsible for the personal data file, is confidential and may not be fully or partially reproduced by any means.

The contractor will use this information to issue reports that the centre believes necessary; all reports must be drafted in Catalan.

Once the contract has been completed, the contractor will not have any right over the program or on the data bank generated during the contract was in force.

The contractor must update the ranges and regulations and their subsequent amendments in the computer program according to current regulations and enter the assets in the software according to the installations under the contract. During the execution of the contract, the contractor must always keep the inventory and the program database updated.

The service-company staff will be trained in the correct use of the application.

Within 30 working days of the beginning of the contract, the contractor must have updated the computer program with all the necessary data to properly manage the maintenance service, including:
- • Adaptation and updating of ranges and standards according to the installations under the contract.
- • Updating of the asset inventory.
- • Association of assets to preventive maintenance protocols.
- • Customization of the corrective maintenance request system.
- • Creation of preventive work orders for the current year

Each one of the requests and incident notifications, without exception, must be entered into the application. The correct closure of the work orders that are derived from them will enable the maximum incident response-time to be monitored.

All licenses and usage rights of the program are the building’s property, as well as any extensions, developments and/or implementations that must be performed.

9.7 Organization of the service

9.7.1 Service schedule and dimension

The service coverage schedule will be 24 hours a day during the 365 days of the year.

To provide the services described in this TSS, the contractor must provide the organization schematically drafted below:

Because the maintenance and energy efficiency services are complementary, it is understood that the person in charge of the former and the CMVP (EVO Certified) staff will be closely coordinated to ensure the building is properly technically managed and the guaranteed savings are achieved.

Also, part of the maintenance workers’ daily tasks will be part of the best practices for energy optimization of the operation or the obtaining of consumption data or factors that affect them.
Although this TSS describes a service contract, the dimension of the proposed team must be at least as follows:

**ENERGY EFFICIENCY SERVICE**

Generally, the energy efficiency service will be carried out between xx and xxh and will have a team of at least the members set forth below:

*Example:*

<table>
<thead>
<tr>
<th>CONTRACT MANAGER (1)</th>
<th>Reachable 24h/356 days a year</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMVP Certificate (EVO) (2)</td>
<td>1 engineer with a CMVP certificate that can be reachable within the established schedule</td>
</tr>
</tbody>
</table>

(1) *Only one person will be in charge of the contract and will be responsible for both the energy efficiency service and the maintenance service.*

(2) *The engineer in charge of this function may be the same person as the engineer handling the maintenance service.*

The staffing needs related to implementing ECMs are excluded from this minimum schedule and dimension definition. Implementing ECMs will require additional personnel to design and plan auxiliary services (transport, lifting media, obtaining permits, legalizations, etc.), install and commission them when applicable.

**MAINTENANCE SERVICE**

Generally, the basic service will be carried out between xx and xxh (basic schedule) and will have a team of at least the members set forth below:

*Example:*

<table>
<thead>
<tr>
<th>CONTRACT MANAGER (1)</th>
<th>Reachable 24h/356 days a year</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEAM LEADER (2)</td>
<td>Present in the building from Monday to Friday from xx to xxh.. Reachable 24h/356 days a year</td>
</tr>
<tr>
<td>MAINTENANCE WORKERS</td>
<td>x maintenance workers (Indicate the time they are in the building and the required specialties)</td>
</tr>
<tr>
<td>ENGINEER (4)</td>
<td>1 engineer dedicated to the contract</td>
</tr>
<tr>
<td>DRAFTSMAN</td>
<td>1 draftsman dedicated to the contract</td>
</tr>
<tr>
<td>CLERK</td>
<td>1 clerk dedicated to the contract</td>
</tr>
</tbody>
</table>
Only one person will be on charge of the contract and will be responsible for both the energy efficiency service and the maintenance service.

The Contract Manager’s and the Team Leader’s holidays must be planned so that at least one of them is present throughout the whole year.

The presence of at least one qualified worker will be required during all hours the building is open. The qualified worker’s presence will be organized by the contractor through work shifts in accordance with the legal provisions that regulate labour relations.

The engineer in charge of this function may be the same person as the engineer handling the maintenance service.

The on-call service will include all those actions outside this scenario or with special requirements, as mentioned in point 5.2 of this TSS.

Tender companies must include in their proposal the number of operators that will execute the programme in each case, their degree of specialization in accordance with the professional areas described in point 8.4 d this TSS.

9.7.2 Service conditions

The integral maintenance schedule that the Department and the contractor will finally agree may be modified according to the Department’s organizational needs. Any variation thereof will be duly notified to the company, fifteen days in advance.

9.7.3 Professional functions and profiles required.

In its offer, the company must guarantee that the staff that will work on the integral maintenance will meet the following requirements:

(Example:

**CONTRACT MANAGER**

<table>
<thead>
<tr>
<th>Qualification</th>
<th>B.Sc Engineer or Master’s Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirements</td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Between 3 and 5 years of demonstrable experience as a manager of maintenance contracts in buildings.</td>
</tr>
<tr>
<td>-</td>
<td>Technical knowledge in general installations of tertiary-sector buildings.</td>
</tr>
<tr>
<td>-</td>
<td>Decision-making capacity, pro-activity and sense of responsibility.</td>
</tr>
</tbody>
</table>
| Functions | Only one contact person with capacity to solve any conflicts that may arise.  
|           | Motivate the staff working on the service and ensure compliance with the contract.  
|           | Responsible for monitoring the contract (drafting reports).  
|           | Ensure the guaranteed savings are achieved.  
|           | Management of external maintenance contracts. |

**TEAM LEADER**

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Technical Specialist 1st. Class (electricity/air-conditioning) or higher.</th>
</tr>
</thead>
</table>
| Requirements  | Over 5 years’ demonstrable experience as supervisor of maintenance contracts in buildings.  
|               | Experience and wide technical knowledge of general installations of tertiary-sector buildings.  
|               | Advanced office software competencies.  
|               | Ability to coordinate and lead work teams.  
|               | Pro active. |
| Functions     | Coordinate and manage the contractor’s staff and the work to be carried out.  
|               | Coordinate the team supervisors and supervise the team or teams destined to carry out the integral maintenance.  
|               | Inform the work centres of the tasks and its planning.  
|               | Provide the necessary data for computerizing the maintenance service.  
|               | Sign and collect the work orders (or fully process them in the GMAO and propose the allocations of materials and human resources not covered by the contract).  
|               | Organize and execute the work, interpret and implement the instructions received by the contracting body and verify the programmed work, verifying or correcting any deviations.  
|               | Spare parts and necessary consumables stock control. |

**MAINTENANCE WORKERS**

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Technical Specialist 1st. Class (electricity/air-conditioning)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirements</td>
<td>Between 2 and 5 years of demonstrable experience as a</td>
</tr>
</tbody>
</table>
worker on maintenance contracts in buildings.
- Technical knowledge of general installations of buildings in
  the tertiary sector, especially related to cooling, air
  conditioning, plumbing and electricity.
- The personnel in charge of carrying out maintenance tasks
  must have the qualification required by the regulations in
  force (RITE, REBT, Legionella, etc.).
- Experience in maintenance work by work orders.
- Knowledge of the contractor’s environmental policies
  (ISO14.001) and the quality management (9,001) and
  monitoring of the existing protocols.

<table>
<thead>
<tr>
<th>Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Maintenance operations and tasks associated with the service.</td>
</tr>
<tr>
<td>- Execution of scheduled maintenance orders.</td>
</tr>
<tr>
<td>- Resolution of faults, incidents and corrective maintenance.</td>
</tr>
<tr>
<td>- Installation control and control patrol rounds.</td>
</tr>
</tbody>
</table>

**TECHNICIAN CERTIFIED in CMVP (EVO)**

<table>
<thead>
<tr>
<th>Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>- B.Sc Engineer or Master’s Degree</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Technical knowledge on general installations of tertiary-sector buildings.</td>
</tr>
<tr>
<td>- Specific training in energy efficiency or comparable experience.</td>
</tr>
<tr>
<td>- Decision-making capacity, pro activity and sense of responsibility.</td>
</tr>
<tr>
<td>- Ability to coordinate and lead work teams</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Planning and monitoring of the correct implantation of ECMs.</td>
</tr>
<tr>
<td>- Ensure the correct energy management of the building.</td>
</tr>
<tr>
<td>- Ensure proper monitoring and verification of energy savings.</td>
</tr>
<tr>
<td>- Draft the reports on the energy-efficiency service</td>
</tr>
</tbody>
</table>

Additionally, the contracting company must provide technical office-staff capable to of supporting the contract staff and resolving queries made by the building’s technical manager. This team must be part of the contractor’s infrastructure.
9.8 Specific requirements

- At the beginning of the service, the contractor must inform the centre managers of the personal details, the professional category and the work schedule of the workers it designates; for these to be valid, the centre must accept them. This will also apply when they are changed or replaced; said changes be previously be authorized by the Works Service. In this case, except in exceptional situations, fifteen days’ notice will be required.

- The centre must agree to the suitability of the staff working on the contract and may demand they be changed or replaced when they are not suitable for the comprehensive maintenance service to be provided.

- Staff designated to integral maintenance services must always be the same, with the exception of their replacements during holidays, permits, illness, and so on, ensuring in these cases that the replacement is immediate to avoid lack of service.

- The change or replacement of staff shall be at the request of the centre’s managers, if they are clearly unsuitable and are not competent enough to provide the type of service required, or if the assigned tasks are not carried out correctly.

- Sufficiently capable and experienced are essential to carry out the activities and meet the quantitative and qualitative needs derived from assisting the permanent staff of the building.

- The contractor must accredit that the company employs a technician skilled in working at a height to handle all the maintenance work to be carried out on the roofs of the buildings where there is a risk of falling, especially for maintaining the lightning conductor.

- Tasks that must be carried out according to specific standards or regulations must be carried out by staff holding the corresponding official permits and accreditations required by the corresponding regulations.

- The teams will be properly qualified and have the technical means necessary to carry out the planned work.

- Operators must wear work clothes that clearly identify the company. The general appearance of the operators and their clothing must be of extreme cleanliness and it must be suitable for the activities and events carried out in the buildings under the contract. The centre will determine which clothing is suitable to use in each case.

- All jobs or work must be carried out with special care and the installations must be thoroughly cleaned (by the operators themselves) afterwards.

- The contractors staff must collaborate in the cleaning of the shared workshops and clean their assigned premises.

- All activities must be carried out in a way that minimizes the disturbance to the daily work in the building. If necessary, and when an operation is particularly annoying or
noisy or requires using awkward equipment, special schedules must be established.

- The contractor's staff must always comply with the applicable safety regulations, and especially those derived from the regulations on occupational hazards.

- To detect any anomaly in the service provision, the competent bodies of the centre may inspect and monitor the services as they see fit.

- The contractor must pay the staff providing the service: salaries, training, work clothes and individual protection gear, travel, replacement staff for accidents, illness or vacations, social security and any other expenses that the contract involves.

- The contractor must comply strictly with the employment and social security regulations, with respect to the number of hours worked per day, hours of rest between days and vacations of the workers who work at the site.

- The contractor is directly liable for properly managing the waste generated in the activities under the contract and for adapting to the existing waste handling processes in the building, if they exist.

9.9 Prevention of occupational hazards

9.9.1 Basic training

Act 31/1995 on the prevention of occupational hazards aims to promote workers' health and safety by applying the measures and activities necessary to prevent hazards at work. For this reason, prevention must be organized according to the following general principles:

- Avoid risks and evaluate those that cannot be avoided, combating them at their origin.
- Replace whatever is dangerous by what entails little or no danger.
- Establish collective protection measures and means and provide individual protection means when necessary.
- Train and inform workers.

In this vein, bidders must have carried out the corresponding risk assessment, as well as planned the preventive activity.

Regarding the integration of prevention into the company's activity, bidders must have established occupational hazard prevention training for their workers, including training in the devices and tools that are used in their work. They must also provide staff with the collective and personal protective equipment (PPE) they need to do their work. In this regard, and in compliance with current legislation, the contractor must appoint a person who coordinates preventive resources. This person must have basic training (60-hour course) in prevention of occupational hazards and his or her accreditation submitted in the documentation provided by bidders.

Companies that comply with the requirements of this section, must submit the corresponding supporting documentation
9.9.2 Company coordination.

Article 24 of Act 31/1995, on the prevention of occupational hazards, establishes that when two or more companies are working at the same work site they must cooperate on the application of the measures for preventing occupational hazards. For this purpose, they must establish the necessary coordination mechanisms.

Article 4 of RD 171/2004, of January 30, which develops article 24 of Act 31/1995, of November 8, on the prevention of occupational hazards, in the field of coordination of business activities, establishes that the duty of cooperation will be applicable to all the companies present at the work site.

In this regard, the contractor must inform the centre of the work to be carried out in each one of the buildings, the workers involved, and the system used, so that the appropriate protection and prevention measures can be established regarding the risks existing in the centre and communicated to all the workers that carry out their work activity there. The centre will lead the coordination according to the provisions of this royal decree in Chapter V, "Means of coordination." In any case, the following must be guaranteed:

- Communication to the person designated by the centre of all incidents, accidents, or occupational diseases derived from the tasks carried out in the buildings under the contract.

- Communication to the person designated by the centre of the existence of previously undetermined risks, so they be corrected.

The necessary action protocols for the flow of information between the centre and the contractor will be established.

To guarantee business coordination, bidders must submit the corresponding affidavit. The centre will deliver the emergency plans of the buildings under contract and the information on hazards and preventive measures in the work centres.

10. TECHNICAL AND ENERGY MANAGEMENT OF THE INSTALLATIONS

The contractor must manage the technical and energy issues at the installations covered by the contract; that is, optimize the resources with the aim of improving energy efficiency and comply with the operating conditions established in annex I (performance guarantee) of this document.

The contractor must comply with the current climate-control, illumination and operational service conditions of the building (specified in Annex I of these specifications).

The contractor is responsible for training maintenance staff in energy efficiency.

Moreover, the achievement of objectives must not be in the detriment of the energy efficiency measures or the environment.
11. CONTRACT MONITORING

Below are details of the reports used to control and monitor the contract.

All these reports must be written in Catalan.

Moreover, the building’s technical managers or the Department must engineer a mechanism to perform the quality control of the efficiency service (Validation of the M&V Plan and the monitoring of annual savings) and the maintenance service (Annual audit described in point I7 of annex 9 of the ASS). (The contracting body must contract this engineering service).

11.1 Energy-Efficiency Service Monitoring

For the correct contract monitoring, the contractor must implement all the necessary field elements (probes, meters...) to correctly monitor consumption, comfort conditions, and correctly verify the savings achieved.

The data must be compiled continuously and presented in the quarterly and annual reports. The bidder must include in his offer how he will compile and present these data.

Bidders offers must include the management programs and tools to be used and everything else necessary to properly remotely manage the contract and visualize the data from the centre involved and from the ICAEN, with the option of exporting reports.

The Generalitat de Catalunya does not guarantee the possibility of using its corporate network, and any network costs will be borne by the contractor.

The foregoing describes the need for the documentation that the contractor must draw up for monitoring and controlling the contract. This documentation will be provided to the contracting body and the ICAEN and will be explained below:

Quarterly monitoring report

This must be delivered within 15 calendar days of the month following the quarter that the information refers to. This document shall contain the following information:

- Details of the evolution of the introduction of ECMs
  - Forecast of monthly implementation of the measures in % (according to investment).
  - Actual implementation of the measures in % (according to investment).
  - Evolution of the ECMs
- Consumption:
  - Monthly forecast of global consumption by energy source and water (€, kWh, l).
  - Actual monthly global consumption by energy source and water (€, kWh, l).
  - Monthly forecast of economic savings.
  - Monthly savings achieved.
- Description explaining any correction made on the data set analyzed.
- Explanation of the savings achieved and possible deviations from those planned.
- Details of the prices in euros used to calculate the savings achieved.
- A section on observations, technical reports and comments that should be made.

Savings will be calculated based on the adjusted baseline and actual consumption.
To define energy consumption, the reading period for each meter,

The constructed surface of the centre, the value of the reading and the evolution in the time of these values will be indicated. To prepare the evolution of consumption over time, we must unify them in tons of CO₂ and tons of CO₂/ m² of built surface.

Annual monitoring report
At the end of each year, and independently of the quarterly reports, a summary report shall be delivered. It will have the same sections of the quarterly report and will be delivered during the first month after the annual period.

The sections of the reports listed are the indispensable minimum, leaving open the possibility of including more that the contractor and the contracting body agree on during the contract. All this documentation will be provided to the technician in charge of the building and to the ICAEN on paper and digital media.

Additionally, the quality control report drafted out by an independent engineering company to validate the M&V Plan and the monitoring of the annual periods indicated in point I3 of Annex I Performance Guarantee for this TSS will be mandatory.

11.2 Maintenance service monitoring

The maintenance reports required will depend on the conditions described in the previous points, and on the existing maintenance control or management system or that the contractor requests. Despite this, the reports containing the basic data collection described below are considered essential for monitoring the service properly.

Daily maintenance information
The team leader must report daily incidents related to the on-call service or serious faults detected during the basic maintenance service to the people responsible
designated by the Department of XXXXXX. The communication method will be agreed upon and the information must be recorded on a digital medium that can be consulted.

The contractor, after each commented intervention, must complete and send to the Building Works Service or the Department, the report or the technician’s delivery note with the corrected anomalies or possible improvements to be made.

Monthly maintenance report

During the first 15 days of each month, a technical report of the activity carried out during the previous month will be issued and show:
- List of faults, defects or anomalies in the installations detected during preventive or corrective maintenance.
- The preventive actions that have been carried out in accordance with the proposed maintenance program. In all cases, it must be accompanied by the service control information on any installation or equipment considered of interest.
- List of spare parts or consumables used for each type of maintenance.

Annual monitoring report

During the first month of the year, a summary report of the activity carried out during the year that contains the following aspects must be submitted:
- Summary of the data included in the monthly reports so that the monthly evolution can be evaluated, and the annual totals compared with the last three years.
- Observations on the state of the installations and their maintenance to optimize them and the maintenance team’s tasks.
- Proposed improvements to the installations.

Additionally, submission of the report drawn up on the quality control carried out by independent engineering company as a part of the Annual Audit described in point I7 of Annex 9 of the ASS will be mandatory.

Transfer of services must be scheduled at least fifteen days before the end of the contract period. This transfer must be carried out so that the operation of the systems is ensured during the transition from the current to the new contractor.

12. RETURN OF SERVICES

The incumbent and new contractors must ensure that there will be no interruption of services in the period between the termination of a contract and the start of the subsequent contract.

The transfer model is as follows:

Knowledge transfer phase and planning the transfer to the new contractor

It must be carried out within 15 days before the end of the contract according to the following guidelines:

- The incumbent contractor invoices the services and is liable for compliance.
- The incumbent contractor will provide the collaboration and information necessary for the transfer process, without any additional cost.

- The new service contractor will dedicate the appropriate resources, as submitted in its offer, to compile the necessary knowledge to provide the services (efficiency and maintenance) while still providing the centre with the optimum working conditions.

- At this stage the contractor must compile and provide all the material and documentation related to development, improvement and / or implementation carried out in the building and on the management and maintenance management programmes that are have been implemented throughout the term of the contract by indication of the contracting body.

- In any case, at the end of the services, the contractor must guarantee both those responsible for the centre and the new contractor, the technical means that allow the continuity of energy management and computer-assisted maintenance in the version developed throughout the execution of the contract. This guarantee must be provided at no additional cost to the centre.

- The incumbent contractor, the new contractor and the persons responsible designated by the contracting body must agree on the conclusion of this phase by signing an acceptance document.

Transfer execution phase

It will begin once the previous phase (phase of knowledge transfer and transfer planning) has been completed, following these guidelines:

- The new contractor invoices the services and must meet the service levels offered for the transfer phase, which must at least be equal to the current ones, under the supervision of the incumbent company.

- The cost of this phase shall be included in the offer submitted, with the additional dedicated of the incumbent supplier, if necessary.

- The entire transfer period, from the beginning of the knowledge transfer phase to the end of the transition phase, must not take longer than one month.

- The contractor must deliver the following documentation in digital format, where possible, at no cost to the Administration of the Generalitat or third parties:
  
  - A summary of the technical documentation and the efficiency and maintenance systems reports.
  - If there is specific technical documentation or specific methodology, its associated documentation must be delivered.
  - Technical documentation (including source codes), backup copies, etc. of the version of the energy management and maintenance programmes developed throughout the term of the contract.
- List of maintenance tasks carried out during the period immediately preceding the transfer of the application.
- List of maintenance tasks identified and pending at the application transfer date.
- When the tasks include a user manual, this document must be delivered.

- The contractor will carry out sessions explaining the technical documentation delivered as part of the contract services.

- Those people assigned by the Administration of the Generalitat and the contractor will jointly plan the drafting of these reports in a way that does not alter the execution of the services under this contract.

The bidder must propose the transfer and service plan in its offer, which will be evaluated in accordance with the evaluation criteria established in the ASS.
ANNEX I. PERFORMANCE GUARANTEE

I.1 Total guaranteed savings

The energy performance warranty starts, at the latest, six months after the contract is signed and lasts until the last day the contract is in force.

The total guaranteed savings will be those offered by the contractor as indicated in Table 1.1. Total annual guaranteed savings values must not be lower than the minimum guaranteed savings corresponding to xx% of the reference energy cost and xx% of the reference water cost, nor exceed xx% of the reference energy cost and xx% of the reference water cost. These amounts are shown in tables 1.2.1 and 1.2.2.

(The data presented in tables 1.2.1 and 1.2.2 are obtained from the result of the diagnosis or energy audit discussed in point 8.1 of this TSS)

Table 1.1 – Total guaranteed savings

<table>
<thead>
<tr>
<th>Years</th>
<th>Energy Savings(¹) [€]</th>
<th>Water Savings [€]</th>
<th>Total Savings [€]</th>
<th>Accumulated Savings [€]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
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<tr>
<td>Year 3</td>
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<td>...</td>
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<tr>
<td>Year n</td>
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</tr>
</tbody>
</table>

(¹) Energy savings include the savings on electricity and natural gas

Table 1.2.1 – Minimum savings that can be guaranteed

<table>
<thead>
<tr>
<th>Years</th>
<th>Energy Savings (¹) [€]</th>
<th>Water savings (VAT included) [€]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
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<tr>
<td>Year 2</td>
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<td>...</td>
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<td></td>
</tr>
<tr>
<td>Year n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(¹) Energy savings include the savings on electricity and natural gas
Table 1.2.2 – Maximum savings that can be guaranteed:

<table>
<thead>
<tr>
<th>Years</th>
<th>Energy Savings (1) [€]</th>
<th>Water Savings [€] (VAT included)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td></td>
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<tr>
<td>Year 2</td>
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<tr>
<td>Year 3</td>
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<tr>
<td>...</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Energy savings include the savings on electricity and natural gas

I.2 Performance Guarantee

The contractor guarantees that the Savings obtained from the beginning of the performance warranty until the last day of the Guarantee Period will be the Total Guaranteed Savings shown in Table 1.1. The M&V Plan will include the contents established in the Measuring and Verification Plan Model of Annexes IIA and IIB of the Technical Specifications and must follow the precepts of the IPMVP Protocol.

Unless otherwise stated, Energy Savings will be calculated for each month of each Annual Savings Period as the product of (a) "energy units saved" (kWh, m³, etc.) and (b) "cost of energy according to the baseline or reference rate" (€ / kWh, €/m³, etc).

The saved energy units are calculated as the difference between the Adjusted Baseline Energy (as defined in section I.4 of this document) and the Energy Consumption Measured in the Report Period. The energy will be adjusted according to the provisions of the Measuring and Verification Plan Model of Annexes IIA and IIB of the TSS.

The Energy and Water Costs that will be applied for determining the savings are defined in section I.5 of this document. The contractor accepts that the Baseline Data contained in this document are a careful description of the facilities, equipment, operation, use of the building and current energy and water consumption and that this information will serve as a basis for determining all future savings.

The contractor accepts that the Contracted Baseline defined in paragraph I.6 of this document will depict the new operating conditions of the Consumer Centre as a result of implementing the Energy Conservation Measures. The Performance Guarantee is subject to the express condition that the contracting body will use its Consumer Centre within the parameters of the Contracted Reference during the entire Performance Guarantee Period.

The contracting body undertakes to notify the contractor within a maximum period of 30 days of any:
- Change in the operating hours, strategies, equipment and conditions in the Consumer Centre with respect to those described in the data of the Contracted Reference.
- Any damage to or destruction of equipment and installations supplied

The contractor undertakes to respond to the contracting body, within 30 days from the receipt of the changes, notifying that:

- The Performance Guarantee will continue without adjustments.
- Requests an adjustment of the Performance Guarantee as a result of the changes.

If the contracting body does not inform of the changes mentioned in the previous points, the Performance Guarantee will be cancelled and any possible deduction from the Efficiency Fee will be without effect.

The savings in the Performance Guarantee Period will be reconciled at the end of each Annual Period with the following conditions:

- The Verified Annual Savings will be added to the Verified Accumulated Savings in each annual conciliation.
  o If the Verified Accumulated Savings are higher than the Guaranteed Accumulated Savings, a Savings Surplus will be registered. An annual surplus of over 50% cannot be accumulated.
  o If the Verified Accumulated Savings are less than the Guaranteed Accumulated Savings, a Savings Deficit will be registered.

- The Savings Deficits will be deducted from the Efficiency Fee to be paid during the annual period following the period in which this deficit occurs. Once the penalty has been settled, the saving that was not obtained is compensated by adding it to the accumulated one.
- If the contractor can correct a Savings Deficit through a cost-effective operational improvement at no cost to the contracting body and the latter justifiably refuses to allow it, any Savings Deficits that the measure would have corrected will not lead to deductions from the Efficiency Fee until the end of the Guarantee Period.

The Performance Guarantee is expressly conditional on the contracting body allowing the maintenance, technical management, and Performance Verification tasks stipulated in the TSS to be performed during the entire Performance Guarantee Period. If, for any reason, the contracting body cancels or rescinds these services, the Performance Guarantee shall be terminated and have no effect.

The deductions of the Efficiency Fee to be paid to the contractor, if any, sole, exclusive compensation for the Performance Guarantee paid to are the contracting body, under the terms described in Annex 9 of the ASS.

If the equipment and systems installed by the contractor are manipulated or their operation altered by any person, other than the contractor or a person authorized by the contractor, the contracting body must immediately notify the contractor in writing; in such a case, the contractor reserves the right to carry out a validation test, or, if necessary, commission the system again at the expense of the contracting body.
The Performance Guarantee, and consequently any deduction from the Efficiency Fee, will be without effect if the contracting body:

- Fails to authorize a validation test or a new start-up that the contractor considers necessary in accordance with the provisions of the previous point.
- Does not provide access to any building or place necessary to accomplish the works under the contract.

I.3 Measurement and verification of energy conservation measures

In their proposals, Bidders must present a Preliminary Energy Measurement and Verification Performance Plan (M&V Plan) in accordance with the methodology established in the "EVO Energy Performance Measurement and Verification Protocol", which can be downloaded for free on the website www.evo-world.org. The contracting company shall develop a Final Measurement and Verification Plan, which must be reviewed and validated by the people in charge of the contract.

The option chosen to develop the measurement and verification plan will be A, B or option C, always establishing the savings guaranteed independently for each source of consumption (electricity, fuel (natural gas, diesel ...) and water).

The following table shows the Annual Savings Guaranteed by the Energy Conservation Measures for a complete annual period of the Performance Guarantee Period.

<table>
<thead>
<tr>
<th>ECME</th>
<th>Energy Savings [€]</th>
<th>Water Savings [€]</th>
<th>Total Savings [€]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Opció de MiV</td>
<td>Opció de MiV</td>
<td></td>
</tr>
<tr>
<td>ECM-1</td>
<td>A</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>ECM-2</td>
<td>B</td>
<td>B</td>
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<tr>
<td>ECM-3</td>
<td>C</td>
<td>C</td>
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<tr>
<td>ECM-n</td>
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</tbody>
</table>

*Option C of the measurement plan will generally be implemented when:*

- Some ECMs affect several lines of action or systems and their impact cannot be evaluated in isolation.
- The interactions between the performance or the energy saving derived from the ECMs are complex.
- The total calculation of guaranteed savings is calculated on the global energy consumption and the existing ECMs linked to the management of the installations.

Options A and B will be used to evaluate ECMs that can be studied in isolation; a key parameter for calculating the savings can be estimated for option A.
The M&V Plan will include the contents established in the Measuring and Verification Plan Model of Annexes IIA and IIB of the Technical Specification and must follow the precepts of the IPMVP Protocol.

The contract managers reserve the right to designate an independent entity, with technical staff certified in the International Performance Measurement and Verification Protocol (IPMVP), to ensure that the M&V Plan adheres to the IPMVP Protocol. If a point in the M&V Plan does not adhere to the Protocol, this entity will issue a report in which it will indicate the necessary modifications to be made in the M&V Plan, and which will the contractor must implement. The contracting body must verify and review the savings obtained and defined in the annual report submitted by the contractor.

1.4 Data from the reference period

(The data presented below are obtained from the result of the diagnosis or energy audit discussed in point 8.1 of this TSS and must be adapted according to the activity or the conditions of comfort or critical operation of the building)

The Initial Baseline Period of this Schedule is the annual period from January to December of 20xx, with 201x / 1x rates.

Table 4.1 includes the energy and water consumption in the Baseline Period. This baseline (reference) consumption will be used as a basis for comparing with the consumption of subsequent years to determine Guaranteed Savings.

Table 4.1 – Baseline Consumption

<table>
<thead>
<tr>
<th></th>
<th>Electricity (kWh)</th>
<th>Natural gas (kWh)</th>
<th>Water (m³)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
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<td>December</td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>

The operating conditions and practices during the Baseline Period determine the baseline consumption of Table 4.1. The data below (table 4.2, 4.3 and 4.4) summarize the operating conditions during the Baseline Period:
Table 4.2 - Operating hours for temporary spaces and periods

<table>
<thead>
<tr>
<th>Day of the week</th>
<th>Working hours 1 xxxx</th>
<th>Working hours 2 xxxx</th>
<th>Working hours 3 xxxx</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
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<tr>
<td>Tuesday</td>
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<td>Holiday</td>
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<tr>
<td>Days closet</td>
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</tbody>
</table>

Table 4.3 – Temperatures (°C) and relative Humidity (%)

<table>
<thead>
<tr>
<th>ROOM</th>
<th>Directives Summer</th>
<th>Directive Winter</th>
<th>Maximum permissible amounts</th>
<th>Minimum permissible amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>T</td>
<td>HR</td>
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</tr>
</tbody>
</table>

Table 4.4 – Monthly occupation

<table>
<thead>
<tr>
<th>Month</th>
<th>Staff</th>
<th>Visitor</th>
<th>...</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>February</td>
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<tr>
<td>December</td>
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</tbody>
</table>

The contractor will accept the inventory described in the maintenance files in Annex IV of this TSS, with the updates that it deems appropriate in agreement with the owner and in accordance with what the provisions of section 9.3. Basic maintenance service.
I.5 Energy prices

(The data presented below are obtained from the result of the diagnosis or energy audit discussed in point 8.1 of this TSS)

The energy and water prices used to calculate the savings will be based on the Baseline Period rates for the purposes of calculating the Verified Guaranteed Savings. The current rate during the Reference Period will be called the Baseline or Reference Price and shown below for each supply.

Table 5.1.1 – Electricity

<table>
<thead>
<tr>
<th>Tariff code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply:</td>
</tr>
<tr>
<td>Price structure:</td>
</tr>
<tr>
<td>P1</td>
</tr>
<tr>
<td>P2</td>
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<tr>
<td>P3</td>
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<tr>
<td>P4</td>
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<tr>
<td>P5</td>
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<tr>
<td>P6</td>
</tr>
</tbody>
</table>

EE Reference tariff:

Table 5.1.2 – Natural Gas

<table>
<thead>
<tr>
<th>Tariff Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply</td>
</tr>
<tr>
<td>Price structure:</td>
</tr>
<tr>
<td>NG reference Tariff:</td>
</tr>
</tbody>
</table>

Table 5.1.3 – Water

| Price structure: |
| Water reference tariff: |

I.6 Contracted Baseline

This information should summarize the operating conditions proposed by each bidder and which, once accepted by the contracting body, will be implemented during the execution of the work. These specific conditions constitute the Contracted Baseline, which must not reduce the comfort levels and environmental quality of the consumption centre. In principle, this contracted baseline should coincide with the baseline in point I.4, if there are no planned changes to the baseline conditions.
Table 6.1 - Operating hours for temporary spaces and periods

<table>
<thead>
<tr>
<th>Day of the week</th>
<th>Operational hours1</th>
<th>...</th>
<th>Operational hours n</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
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<tr>
<td>Tuesday</td>
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<td>Holiday</td>
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<tr>
<td>Days closet</td>
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</tr>
</tbody>
</table>

Table 6.2 - Temperatures(ºC) and Relative Humidities (%)

<table>
<thead>
<tr>
<th>ROOM</th>
<th>Directives Summer</th>
<th>Directive Winter</th>
<th>Maximum permissible amounts</th>
<th>Minimum permissible amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>T</td>
<td>HR</td>
<td>T</td>
<td>HR</td>
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<tr>
<td>Room 1</td>
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<td>Room 2</td>
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<tr>
<td>Room n</td>
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</tbody>
</table>

Table 6.3 - Monthly occupation

<table>
<thead>
<tr>
<th>Month</th>
<th>Staff</th>
<th>Visitor</th>
<th>...</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
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<td>February</td>
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</table>
I.7 Terminology

**Routine Adjustments.** Calculations according to equation 1 a) of chapter 4 of volume 1 of the EVO IPMVP protocol carried out using the formula included in the M&V Plan to take into account the changes in the independent variables selected in the measurement limit from the reference period.

**Non-Routine Adjustment.** Specific mathematical calculations in equation 1 a) of chapter 4 of Volume 1 of the EVO IPMVP protocol to take into account changes in static factors within the measurement limit from the reference period.

**Consumer Centre.** Building or group of buildings that contains various systems that consume energy.

**Measured energy consumption.** Value of the consumed energy measurement during a given period.

**Energy cost.** Economic value of energy consumed, obtained from the product of the measured energy and the unit price of energy.

**Baseline (or reference) data.** Data set (energy consumption, energy costs, variables) corresponding to the period before the implementation of improvements for conserving energy.

**Guarantee date.** Date up to which energy performance is guaranteed or the end date of the guaranteed savings contract between the user and the ESCo.

**Savings Deficit.** Negative balance in the accumulated amount of savings with respect to the initial commitment or amount offered and guaranteed by the energy services company.

**Reference (baseline) energy.** Energy corresponding to the reference period before the implementation of ECM improvements.

**Adjusted reference (baseline) energy.** Energy consumption corresponding to the reporting period and which would have been obtained if no energy efficiency improvement measures (ECM) had been introduced.

**Energy Savings.** Avoided energy due to improvements in energy efficiency implemented (ECM).

**Guaranteed Savings.** Reduction of consumption and therefore of energy expenditure (€) guaranteed by an energy service company (Esco), throughout the period of the contract signed between it and the contracting body.

**Total Guaranteed Savings.** Reduction of consumption corresponding to the reduction of the energy and water expenses during the whole period of the contract signed between the Esco and the owner.

**Measured and Verified Savings.** Reduction of energy consumption in the report period obtained by applying a process that uses measurements to determine the real savings obtained by an energy management program in a consumer centre.

**Static Factors.** Characteristics of a consumer item that affects their consumption within the chosen measurement limit, but which are not used in routine adjustments.

**Performance Guarantee.** Set of the total guaranteed savings offered by a contractor over the entire duration of an energy service contract.
**Energy Conservation Measures (ECM).** Activity or group of activities designed to increase the energy efficiency of a consumer centre, system or part of the equipment.

**Measurement and Verification Plan Model (M&V Plan).** Proposed process to implement a Measurement and Verification Plan.

**Annual Savings Period.** 12-month period, at the end of which the savings guaranteed by the energy services company must be achieved.

**Guarantee Period.** Duration in the time of the guarantee.

**Performance Guarantee Period.** Duration of the time in which there is a commitment by the energy service company to guarantee energy and/or economic savings.

**Baseline period.** Specific period representing the operation of the consumer element or system before an energy conservation measure (ECM) is applied.

**Report period.** Period that follows the application of an ECM when the savings are analyzed according to the IPMVP protocol.

**Measurement and Verification Plan.** Document that specifically defines methodology and the Measurement and Verification procedures for determining of energy savings.

**Efficiency Fee (or Savings Fee).** Economic fee corresponding to the execution of the energy efficiency service and which encompasses energy conservation improvement actions as well as technical management and Measurement and Verification service.

**Contracted baseline or reference.** Set of the agreed operating conditions and that will be put into practice during the execution of the guaranteed savings contract once the energy conservation measures (ECMs) have been implemented.

**Independent variables.** Parameters that vary regularly and have a measurable impact on the energy consumption of a system or consumer element.
ANNEX IIA. MEASUREMENT AND VERIFICATION PLAN (1)

II.1 Purpose

The purpose of this document is to establish the Measuring and Verification Plan model that bidders must follow to present their specific Preliminary V&M Plan in accordance with their proposal for Energy Conservation Measures (ECMs).


In addition to everything detailed in the M&V Plan Model, bidders must prepare the M&V Plan so that it fully adheres to the aforementioned Protocol.

If the M&V Plan does not adhere to the IPMVP and / or fails to comply with the requirements established in this document the offer shall be considered invalid.

II.2 Purpose of ECMs

In this section the contractor must describe the various ECMs, the result to be obtained in the form of energy and / or water savings, as well as the commissioning procedure.

II.2.1. Summary of the ECMs

This section classifies the energy conservation measures according to the following types:

- **Reduction in energy demand (RED):** For ECMs that entail a *reduction in the energy demand of the building services* (type of air conditioning system, insulation, energy management, lighting, power and others), including transport systems (for example, distribution of cool and hot water for air conditioning). These measures include the reduction of water consumption, excluding the use of rainwater.

- **Improved conversion efficiency (ICE):** For ECMs that entail an increase in the energy performance of equipment used for energy conversion, such as water-cooling plants, boilers or compressed-air production equipment. These measures do not generate a reduction in the energy demand of the building services, but a *reduction in the energy consumed by the building*, since energy-efficiency improves.

- **Generation in-situ in the building (GE):** Those ECMs that require energy generation in the building or premises, using fossil or renewable fuels (thermal or electrical) such as, for example, natural gas or biomass cogeneration equipment. Despite not reducing the demand for energy to meet the building’s service needs, these measures satisfy all or part of the aforementioned demands, *reducing the building’s primary energy consumption* and producing an environmental and economic benefit.
- **Renewable energy produced in-situ in the building (RE):** Those improvements that include renewable energy production (wind, solar thermal and photovoltaic), excluding renewable fuels such as biomass. This renewable contribution does not alter the energy consumed by the building, but it **reduces the supply of clean energy**, with the corresponding environmental and economic benefit. Included in this type is rainwater use.

- **Fuel Replacement Strategies (FRS):** These correspond to ECMs that include a change in the fuel used in any of the consumer equipment, such as the replacement of a diesel burner by a natural gas burner in a boiler. These strategies usually involve fuel cost savings and **primary energy savings** without necessarily including a reduction in the building’s energy consumption.

- **Thermal accumulation strategies (TES):** Measures that include thermal storage (cool or heat) to produce and store energy at low electric tariff periods and consume it when there is a demand for heating or cooling. These measures usually **reduce the cost of energy** but provide little or no energy saving.

Bidders must use the model contained in **Summary table 1** presented below:

**Summary table 1. Compilation of ECMs according to their type**

<table>
<thead>
<tr>
<th>Energy Conservation Measures</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Code</strong></td>
<td><strong>Brief Description</strong></td>
</tr>
<tr>
<td>ECM-1</td>
<td></td>
</tr>
<tr>
<td>ECM-2</td>
<td></td>
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<tr>
<td>ECM-3</td>
<td></td>
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<tr>
<td>...</td>
<td></td>
</tr>
<tr>
<td>ECM-n</td>
<td></td>
</tr>
</tbody>
</table>

When any of the ECMs combine 2 or more of the typologies described above, this must be recorded in the summary table.

II. 2.2. **Description of ECMs**

**Description**

For each energy conservation measure, the existing systems and / or installations affected must be detailed, the new facilities or proposed equipment must be described, as well as the measurement equipment used to demonstrate the savings when it is convenient.
Summary Table

The following table must also be completed:

Summary Table 2. Systems affected by ECMs

<table>
<thead>
<tr>
<th>Energy Conservation Measures</th>
<th>Existing systems</th>
<th>Proposed Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code</td>
<td>Brief description</td>
<td></td>
</tr>
<tr>
<td>ECM-1</td>
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<td>ECM-2</td>
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<td>ECM-3</td>
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<tr>
<td>ECM-n</td>
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</tbody>
</table>

II.2.3 Expected Results

This section must contain a description of the source of savings for each energy conservation measure. Clear and concise explanations on which energy conductors will undergo changes are required (increase or reduction according to the type of ECM) and the reason for the changes: improvement of a motor's energy efficiency, installation of a more efficient light, heat recovery, reduction of pipeline losses due to an improvement in insulation, etc.

The option for validating savings to be used for each ECM must also be defined in the case of the options A and B of the protocol. If option C of the protocol is chosen, the option for verifying the overall savings of all the implemented ECMs must be defined.

Summary Table 3. Options and sources of savings for each ECM

<table>
<thead>
<tr>
<th>Energy Conservation Measures</th>
<th>M&amp;V Option</th>
<th>Saving Sources</th>
<th>Energy carriers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code</td>
<td>Brief Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ECM-1</td>
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<td>ECM-2</td>
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<td>ECM-n</td>
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</tbody>
</table>

A detailed technical explanation of each proposed ECM must be attached.

No numerical data on energy saving must be attached to this first part of Annex II (Annex IIA), which must be placed in envelope B. These data will be in the second part of Annex II (Annex IIB), which must be placed in the envelope C.
ANNEX IIB. MEASUREMENT AND VERIFICATION PLAN (2)

II.1 Purpose

This section is developed in annex IIA. Measurement and Verification Plan (1)

II.2 Purpose of ECMs

This section is developed in annex IIA. Measurement and Verification Plan (1) and aims to provide a description of the ECMs proposed by the bidder in response to the following points:

II.2.1. Summary of ECMs
II.2.2. Description of ECMs
II.2.3. Expected results

II.3 Forecast Savings

II.3.1. Forecast savings

This section must include the savings expected to be obtained by implementing energy conservation measures, for each year of the contract’s validity.

The energy savings of each power source will be given by the reduction of net energy supplied, as a difference of the variations of energy delivered and energy exported.

The monetary savings of each energy source will be given by the reduction in cost of the net energy supplied. The cost of the net energy supplied is calculated as the difference between the cost of the energy supplied and the sale of exported energy.

The monetary savings of each source of energy and water are added, and the result represents the total economic savings for each year.

The reduction of CO₂ emissions in each source of energy is calculated as the reduction of net energy supplied, in kWh, multiplied by the CO₂ emission factor of the power source, in kg CO₂ / kWh.

The reduction of CO2 emissions of each source of energy is added and the result is the reduction of the building’s total emissions for the corresponding year.

The following summary table will be used to prepare the expected savings chart for each year:
Summary Table 4. Expected savings for ECMs of energy and water channels

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</thead>
<tbody>
<tr>
<td>ECM1</td>
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<td>ECMn</td>
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<tr>
<td>Set of natural gas savings measures</td>
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<td>ECMa</td>
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<td>ECMm</td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Set of energy saving measures</th>
<th>Water savings [m³/year]</th>
<th>Economic Savings [€/year]</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECMi</td>
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<tr>
<td>ECMx</td>
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</tbody>
</table>

The amounts shown in the tables are, for each concept, the difference between the values in the reference period and the values expected by the reporting period under the contracted reference conditions.

II.3.2. Start-up procedure

This section will describe the procedures that the bidder will use to check that each energy conservation measure has been successfully implemented and can produce the expected savings.

II.3.3. Planned changes to the reference conditions

The planned changes to the reference conditions may come from two sources:

- Changes planned and stipulated as a "contracted reference" in section I.6 of the "Energy Performance Guarantee" (Annex I of the TSS).
- Changes proposed by the bidder. These changes cannot totally or partially modify the "contracted reference" conditions, nor reduce the building’s levels of comfort and environmental quality. If the bidder’s proposal does not meet these conditions, it will be automatically discarded.
The bidder must detail all these changes indicating, for each whether it is a change given by the "contracted reference" or is a change proposed by the contractor.

II.4 IPMVP Option

This M&V Plan model determines savings by isolating improvements (Options A and B of the IPMVP Protocol). In this way, we can assess the result of each ECM individually or the saving measures of the entire centre; that is, all implemented ECMS (Options C of the IPMVP Protocol).

Once the option A / B or C of the protocol has been selected, the bidder must detail which measures provide electrical energy savings, which produce natural gas savings and which water savings. Therefore, in option C, the overall consumption of the building, the measurement and verification plan will treat each type of consumption independently (electricity, fuel (natural gas, diesel ...) and water).

M&V option selected for each ECM

In this section, the bidder must detail the M&V option chosen for each energy conservation measure, as well as justify its suitability.

The bidder’s selection of the M&V Option for each ECM must comply with the criteria established in the IPMVP Protocol, especially those regarding Chapter 4 "Working framework and IPMVP options".

Summary Table 5. M&V options selected for each ECM and measured parameters (estimated or measured)

<table>
<thead>
<tr>
<th>Energy Conservation Measures</th>
<th>M&amp;V Option</th>
<th>Key parameters</th>
<th>Measured parameters</th>
<th>Estimated Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code</td>
<td>Short Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ECM-1</td>
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<tr>
<td>ECM-2</td>
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<tr>
<td>ECM-3</td>
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<tr>
<td>ECM-n</td>
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</tbody>
</table>

For each ECM, the description of the measurement limits and the measurement point (s) within the measurement limit will be indicated.
Summary Table 6. Measurement boundary.

<table>
<thead>
<tr>
<th>Code</th>
<th>Short Description</th>
<th>Description of measurement boundaries</th>
<th>Measuring points</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECM-1</td>
<td></td>
<td></td>
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<tr>
<td>ECM-2</td>
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<td>ECM-3</td>
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<td></td>
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<tr>
<td>ECM-n</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

II.5 Baseline: Energy, Period and Conditions

II.5.1. Baseline period

The initial baseline period will be given in section 4 "Reference Period Data" of the document "Energy Performance Guarantee" (Appendix I of the TSS).

For each ECM, the bidder must indicate the time that it plans to devote to measuring the current equipment, to define the reference (baseline) period.

Summary Table 7. Measurement baseline period.

<table>
<thead>
<tr>
<th>Mesures de Conservació de l'Energia</th>
<th>Baseline measurement period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code</td>
<td>Short Description</td>
</tr>
<tr>
<td>ECM-1</td>
<td></td>
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<tr>
<td>ECM-2</td>
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<tr>
<td>ECM-3</td>
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<tr>
<td>ECM-n</td>
<td></td>
</tr>
</tbody>
</table>

II.5.2. Baseline Energy

The baseline energy will be given by section 4 "Reference Period Data", Table 4.1, of the "Energy Performance Guarantee" document (Appendix I of the TSS).

For each ECM the bidder must detail the baseline energy expected in the M&V Plan presented in the offer, in accordance with the previous sections.
After finalizing the measurements, the contractor must update the expected baseline energy with the corresponding measured values.

The measured baseline energy will be accompanied by measurements of the independent variables (for example, outdoor temperature) used to parameterize the consumption.

II.5.3. Baseline Conditions

The bidder must document all the static factors that coincide with the baseline energy (for example: lighting levels, indoor temperature, ventilation levels, heated area, levels of occupation, etc.), for each ECM.

At the same time, all equipment operating practices (schedules, set-points, pressures and temperature readings, etc.) and the problems detected in the installation during the reference period must be documented in this section.

II.6 Report Period

The general report is submitted annually, for the duration of the contract.

The bidder must establish a measurement period in the reporting period and detail it in his proposal.

Summary Table 8. Report measurement period

<table>
<thead>
<tr>
<th>Mesures de Conservació de l’Energia</th>
<th>Measurement period in the reporting period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code</td>
<td>Short Description</td>
</tr>
<tr>
<td>ECM-1</td>
<td></td>
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<tr>
<td>ECM-2</td>
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<td>ECM-3</td>
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<td>ECM-n</td>
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</table>

II.7 Bases for Adjustments

This model of the M&V Plan formulates savings as avoided consumption and cost. This means that, to determine the savings, the baseline energy will be adjusted to the conditions of the reporting period, for each ECM.
- **Routine Adjustments**: The baseline energy for each ECM must be adjusted according to the values of the independent variables recorded in the reporting period, and in accordance with the model that will be detailed in the Analysis process.

- **Non-routine Adjustments**: The adjusted baseline energy must be adjusted for each ECM if changes in the static factors are recorded, in accordance with the model that will be detailed in the section in the Analysis process.

Avoided consumption (or Savings) = Adjusted baseline energy - Energy of the reporting period ± Non-routine baseline energy adjustments to the conditions of the reporting period.

The procedure for analysing the data, formulas and estimates that will be used to generate the savings report is described below.

**ECMs WITH OPTION A**

\[ \text{Savings Option A} = \text{Estimated value} \times (\text{measured parameter, baseline period} - \text{measured parameter, report period}) \]

**Summary Table 9.**

<table>
<thead>
<tr>
<th>ECM</th>
<th>Routine Adjustments</th>
<th>Non-routine Adjustments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Independent variables</td>
<td>Model</td>
</tr>
<tr>
<td>ECM-1</td>
<td></td>
<td></td>
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<tr>
<td>ECM-2</td>
<td></td>
<td></td>
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<tr>
<td>ECM-3</td>
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<tr>
<td>ECM-n</td>
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</tbody>
</table>

This section will include a summary table with the estimated values, measured parameters (for the baseline and report periods) and the expected savings, for ECMs with Option A.

**Summary Table 10. Measurements and Savings**

<table>
<thead>
<tr>
<th>ECM</th>
<th>Estimated Value</th>
<th>Measured Parameter</th>
<th>Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimated Value</td>
<td>Measured Parameter</td>
<td>Savings</td>
</tr>
<tr>
<td></td>
<td>Baseline Period</td>
<td>Reporting Period</td>
<td></td>
</tr>
<tr>
<td>ECM-1</td>
<td></td>
<td></td>
<td></td>
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<td>ECM-2</td>
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<td>ECM-n</td>
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</tbody>
</table>
ECMs with OPTION B or C

_Savings Options B or C = Adjusted Baseline energy - Energy reporting period +/-
+/- Non-routine energy adjustments to the reporting period_

Summary Table 10.

<table>
<thead>
<tr>
<th>ECM</th>
<th>Routine Adjustments</th>
<th>Non-routine Adjustments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Independent variables</td>
<td>Model</td>
</tr>
<tr>
<td>ECM-1</td>
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<tr>
<td>ECM-2</td>
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<td>ECM-3</td>
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<tr>
<td>ECM-n</td>
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</tbody>
</table>

Summary Table 11. Measurements and Savings

<table>
<thead>
<tr>
<th>ECM</th>
<th>Independent Variables</th>
<th>Model</th>
<th>Adjusted Baseline Energy</th>
<th>Reporting Period Energy</th>
<th>Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECM-1</td>
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<td>ECM-2</td>
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</table>

The summary tables 10 and 11 must be filled out and justified year by year for the whole 10-year contract period, when the savings are conciliated.

II.8 Prices of energy and water

Specify the prices that will be used to assess the savings, according to data in annex I TSS Performance Guarantee. The way in which the savings will adjust with the change in future energy prices must be specified.
II.9 Meter Specifications

The following must be specified for non-utility meters: features, reading protocol, commissioning procedure, calibration process and data processing method in case of loss of the same.

II.10 Responsibilities of monitoring

Assign recording and reporting responsibilities of: energy data (define what data will be read), independent variables and static factors. Always within the measurement limit and reporting period.

II.11 Accuracy

Evaluate the current required global accuracy and for the following stages (reliability of the data taken): measurements, data capture, sampling and analysis.

II.12 Budget

Define resources and budget to determine savings. This budget must include the initial installation and operating costs throughout the reporting period.

II.13 Report format

Specify how the results obtained will be recorded and documented.

II.14 Quality assurance

Specify the quality verification procedure that will be used for the savings report and for all the intermediate steps in preparing the report.
ANNEX III. PREVENTIVE MAINTENANCE TECHNICAL FILES

Each tender will attach the files on the installations that are subject to the contract maintenance service.
ANNEX IV. ENERGY AUDITS AND STUDIES / DATA FROM THE CENTRE

Each tender will attach the energy audit or study of the building itself where the energy efficiency project will be implemented.