

ADMINISTRATIVE CLAUSES PES200157

**SPECIFIC ADMINISTRATIVE CLAUSES FOR THE
AWARD OF WORKS CONTRACTS BY OPEN
PROCEDURE WITH SEVERAL AWARD CRITERIA**

Law 9/2017, Additional Provision Eight, of 8 November, on Public Sector Contracts (LCSP)

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SCHEDULE OF CHARACTERISTICS OF THE CONTRACT

1 GENERAL PROVISIONS ON THE CONTRACT

1.1 Object of the contract

TITLE:	The aim is to carry out the following works: RENOVATION WORK ON THE RAILS OF THE PERTUS TUNNEL IN FIGUERAS PERPIGNAN SA (LFP, S.A.)
HARMONISED REGULATION:	No
REFERENCE:	PES200157
CLASSIFICATION CPV:	34941000, 34940000, 34946200, 45234100
AUTONOMOUS COMMUNITY(IES):	PROVINCE (S):
CATALONIA, SPAIN OCCITANIE, FRANCE	GIRONA, SPAIN EASTERN PYRENNEES (66), FRANCE

1.2 Needs to be met and circumstances of the contract

Due to high humidity inside the tunnel as well as small water filtrations through the joints between the segments, the rail that forms part of the track superstructure has been compromised by atmospheric oxidation phenomena.

The purpose of this Folder is to define the requirements for carrying out the work of renewing the rails of the general tracks inside the Pertús tunnel of the Perpignan-Figueres High Speed Line International Section.

1.3 Basic tender budget and estimated annuities

1.3.1 BASE BIDDING BUDGET

Tax base:	Figure and letter:	1.504.000,00 € One million five hundred four thousand Euros
VAT (21%):	Figure and letter:	315,840.00 € Three hundred and fifteen thousand eight hundred and forty Euros

1.3.2 ANNUITIES

YEAR	AMOUNT	
	Without VAT	With VAT
2.021	1.504.000,00€	1.819.840,00€
TOTAL	1.504.000,00€	1.819.840,00€

1.3.3 ESTIMATED VALUE OF THE CONTRACT

Basic tender budget	1,504,000.00€
Maximum amount for changes	(Without VAT)
Maximum amount for carry-overs	Not applicable
TOTAL	1,504,000.00€

1.4 Contractual Documents

Without prejudice to the additional obligations assumed by the successful bidder when making its proposal, the following documents shall be of a contractual nature:

- The Particular Administrative Clauses.
- The Particular Technical Specifications.
- The formalisation document (Contract).

The above list is not hierarchical.

1.5 Legal regime of the contract

This contract will be governed, in accordance with the stipulations in Additional Provision Eight of Law 9/2017 of 8th November on Public Sector Contracts (LCSP);

- As regards preparation and awarding, by the provisions of Article 318 of the aforementioned LCSP.
- As regards effects and extinction, by Articles 319 and 320.

For all matters not covered by these legal provisions, this Folder, the Annex to the General Conditions and Private Law shall apply.

1.6 Communications with the bidders

- By email: fgsierra@lfppperthus.com

Those interested in the tendering procedure may request additional information on the specifications and, where appropriate, supplementary documentation twelve (12) calendar days prior to the end of the period for the submission of proposals, by the means indicated in this section or at the Public Sector Contracting Platform.

1.7 Address of the contractor profile and electronic tendering

Said data is accessible at the following Internet address:

<http://www.lfppperthus.com/perfil-del-contratante.html>

2 CONTRACT PREPARATION

2.1 Place, time and form for submitting proposals

The provisions of Section One of Chapter I of this Folder must be complied with.

2.2 Documents to be included in Envelope no. 1: Administrative and solvency documentation

The documents listed in clause 7 of Section Two of Chapter I of this Folder.

2.3 Solvency

The bidder may accredit economic and financial solvency, as well as its technical solvency to contract by means of the classification indicated in Section 2.3.1, and may also do so by complying with the specific solvency requirements established in Section 2.3.2.

2.3.1 CLASSIFICATION

GROUP	SUBGROUP	TYPE OF WORK	CATEGORY	
			RD 1098/2001	RD 773/2015
E	1	Track Laying		4

2.3.2 CLASSIFICATION OF CONTRACT PARTIES

The possibility of sub-contracting the classification required for a given group, as stipulated in the second paragraph of Article 36.3 of the GLCPA:

- Not applicable.
 Yes, for the following classification groups:

Classification group	Percentage of the contract budget
G/s/c	%
G/s/c	%
G/s/c	%
	<i>(maximum 50%)</i>
TOTAL:	

2.3.3 SPECIFICATION OF SOLVENCY CONDITIONS

In the tendering phase, as specified in clause 8 of the Specific Administrative Specifications, it will be sufficient to submit the declarations of responsibility (ESPD and ANNEX N° 2 DECLARATION OF SUPPLEMENTARY RESPONSIBILITY MODEL FOR ESPD).

MINIMUM REQUIREMENTS

The provisions of point 12 of the Technical Report will apply

ACCREDITATION

Prior to awarding the contract, the best classified bidder must provide evidence of the effective use of these resources as described below:

A copy of the academic title of each shall be submitted (when required) as well as an updated curriculum vitae signed by the holder.

Proof of having previously carried out classification contracts similar to this contract.

An organisation chart of the assigned staff shall be submitted, with the names and positions of each of the proposed staff as well as a certificate of dedication for the full-time profiles.

OTHER REQUIREMENTS

In the event that the bidder does not own the technology offered for any of the systems included in the Projects, he must provide a certificate of collaboration with the corresponding technologist. In the event that the chosen technologist or technologists have implemented a programme of collaborators or partners and the bidder is not one of those or does not have the highest level, a certificate of collaboration with one of the technologist's collaborators who has the highest category will also be provided, together with documentary evidence, approved by the technologist, of being available in this category. The degree of collaboration with both must include at least both the supply and the support and technical support at the highest level for the configuration, installation and testing during the duration of the contract.

Prior to the award, the best classified bidder, must submit a certificate of collaboration with the appropriate technologists and/or a certificate of collaboration with collaborators of the highest category.

2.3.4 BUSINESS AUTHORISATION REQUIRED TO PROVIDE THE SERVICE (ART. 65.2 OF THE LCSP)

- None in particular.
 The following qualification:

2.3.5 ECONOMIC, FINANCIAL AND TECHNICAL OR PROFESSIONAL SOLVENCY

In addition to the accreditation of solvency required in the previous section, the personal and/or material resources described in the Technical Specifications in points 7 and 12 must be attached to the execution of the contract by means of the appropriate commitment by the bidders to attach these resources to the contract.

2.3.6 INTEGRATION OF SOLVENCY WITH EXTERNAL MEANS (ART. 75 OF THE LCSP)

If the bidder relies on the solvency and means of other entities to accredit its solvency, the joint responsibility of all of them will be required and the documentation established in Clause 20.3.3 of the Specifications must be submitted.

2.4 Advertising costs. Costs for non-award or conclusion of the contract and withdrawal

The successful bidder shall be obliged to pay the costs of tender advertising up to the following maximum amount: **one thousand (1,000.00) Euros**.

In the event that it is decided not to award or conclude the contract or that a withdrawal is agreed each bidder will be compensated for the expenses they have incurred up to a limit of three per thousand of the basic tender budget (Art. 152.2 of the LCSP).

2.5 Guarantees

2.5.1. PROVISIONAL:	<input type="checkbox"/> YES. <input type="checkbox"/> NO
2.5.2. DEFINITIVE:	<input checked="" type="checkbox"/> YES. 5% of the granted amount (excluding VAT). <input type="checkbox"/> NO.
2.5.3. SUPPLEMENTARY:	<input type="checkbox"/> YES. In the event that the successful bid was initially presumed to be reckless due to its low amount, the percentage will be 5% of the award price <input checked="" type="checkbox"/> NO
At the disposal of the Contracting Authority	

2.6 Processing, contracting procedure and division into lots

Ordinary.

The file which is the object of this contract is processed by means of the Open Procedure (Article 131.2 LCSP), in order to fulfill the principles of publicity and competition.

Division into lots: No

Justification:

- The nature or purpose of the contract does not allow this (Article 99.3 LCSP).
- The division into lots carries the risk of unjustifiably restricting competition (Article 99(3)(a) LCSP).
- The independent execution of the various services included in the object of the contract makes it difficult to carry out the contract correctly from a technical point of view.
- The existence of risk for the correct execution of the contract, due to the nature of the object of the

contract, by implying the need to coordinate the execution of different services, an issue that could be made impossible by its division into lots and execution by a plurality of contractors. (Article 99.3.a) LCSP).

Another cause:

2.7 Incompatibilities with the tender

Companies that have participated in the preparation of technical specifications or preparatory documents for the contract (Article 70.1 of the LCSP).

Bidders must submit a responsible statement in the envelope of the administrative documentation indicating whether they participated directly or indirectly in drawing up the technical specifications or preparatory documents for the contract. When a joint venture is put out to tender, this declaration must relate to each of the companies in the joint venture.

Incompatibility with contracts for supervision, control and direction of the execution of works and installations contracts (article 70.2 of the LCSP).

Bidders must take into account that the successful bidder of this contract may not be awarded the corresponding contract for the surveillance, supervision, control, and direction of its execution. This exclusion will also apply to related companies, understood as those that are in any of the cases envisaged in Article 42 of the Commercial Code.

Should this situation of incompatibility arise once this contract has been awarded, the contractor shall be obliged to notify LFP, S.A. immediately. Failure to comply with this obligation shall be cause for the termination of this contract.

3 CONTRACT AWARD

3.1 Documents to be included in the electronic file or envelope no. 2. Award criteria that can be evaluated by means of a value judgement

Those listed in Section Three of Chapter I.

3.2 Documents to be included in the electronic file or envelope no. 3. Award criteria that can be evaluated by means of formulas

Those listed in Section Four of Chapter I.

3.3 Assessment criteria

Assessment criteria	<input type="checkbox"/> Only one award criterion: lowest price. <input checked="" type="checkbox"/> Various award criteria: The criteria to be used, which are directly linked to the subject of the contract, are described in the following section of this Table.
Justification	<input type="checkbox"/> A single award criterion: This is a service contract in which the services are technically defined and it is not possible to vary the delivery periods or make any kind of modification to the contract. <input checked="" type="checkbox"/> Various award criteria.
Weighting Award criteria	In case of several criteria: <ul style="list-style-type: none"> • Criteria that depend on a value judgment. Weighting (PJV): 49%. • Criteria that can be evaluated by means of formulas. Weighting (POE): 51%.
Minimum Threshold Qualitative Criteria	Minimum score threshold to be obtained in the qualitative criteria <input type="checkbox"/> No minimum threshold is set. <input checked="" type="checkbox"/> A minimum score threshold is established: 25 points.

3.4 Term for awarding

The contract will be awarded within the following term:

- General of two (2) months.
 Extended special: months. (article 158.2 LCSP)

4 EFFECTS OF THE CONTRACT

4.1 Time of execution of the works

Total term:	Thirty (30) days as per item 7.2 of the Technical Specifications
Partial deadlines:	Not applicable

4.2 Formula for price review

- Yes
 No price revision is required, in accordance with article 103.1 LCSP.
 TYPE OF FORMULA: Not applicable

4.3 Conditions of execution

1. Assignment of specific media (article 76.2 LCSP).
Required Yes/ No
If so:
Special condition of execution Yes/ No
2. All-risk construction insurance (article 202 LCSP).
Required Yes/ No
If yes: Insured amount : 2,000,000.00
Special condition of execution Yes/ No
3. Civil liability insurance (article 202 LCSP).
Yes/No required.
If yes: Insured amount: 300,000.00
Special condition of execution Yes/ No
4. Fulfilment of obligations of a social nature (article 202 LCSP).
Required Yes/ No
If so:
Special condition of execution Yes/ No
5. Compliance with environmental obligations (article 202 LCSP).
Required Yes/ No
If so:
Special condition of execution Yes/ No
6. Duty of confidentiality regarding the data or background which are not public or known, are related to the object of the contract, or which are known to the contractor at the time of its execution (Art. 133.2 LCSP).
Required Yes/ No
If so:
Special condition of execution Yes/ No
7. Compliance with integrity and anti-fraud obligations by tendering companies and the successful bidder (Clause 29 of the tender documents).
Required Yes/ No
If so:
Special condition of execution Yes/ No
8. Other insurances or different execution conditions.
Required Yes/ No

If so:

Special condition of execution Yes/ No

9. In the event that the execution of this contract implies the transfer of data by LFP, S.A. to the successful bidder, the obligation of the contractor to submit to the national and European Union regulations on data protection shall be considered a special condition of execution for the purposes envisaged in the Specifications, this obligation being considered an essential contractual obligation.

4.4 Special social and/or environmental execution conditions

Those provided for in Clause 28 of the Specifications (point 12.7.4)

4.5 Penalties. Limit to subcontracting

The penalties established in this section of the Schedule of Characteristics will take precedence over those established in the Body of the Specification.

1. For failing to comply with the conditions of execution qualified as special conditions of execution (art. 192 LCSP and Clause 28).
2. For defective compliance (article 192 LCSP): Yes/ No
3. For failing to comply with the deadline for submission of the Occupational Safety and Health Plan (Article 193.5 LCSP): Yes/ No
4. For failing to comply with the conditions for subcontracting (Article 215.2 and 3 LCSP):
 Yes, for all the purposes set out in this Folder, the maximum applicable limit for subcontracting of 50%. For the calculation of this percentage, the manufacture of the rail (elementary bars and BLS) in accordance with point 12.2.7 of the Technical Specifications will not be taken into account.
 No
5. For matters not covered by the above points, the specific technical specifications will apply.

4.6 Modifications to the contract

4.6.1 PLANNED CHANGES

Possibility of modifying the contract:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Assumptions in which the contract may be modified: <i>(Indicate assumptions or, if applicable, NOT APPLICABLE)</i>	NOT APPLICABLE	
Maximum modification percentage :	NOT APPLICABLE	
Procedure to modify the contract:	NOT APPLICABLE	

4.6.2 UNFORESEEN CHANGES

Assumptions in which the contract may be modified:	As established in Article 205 of the LCSP.
Maximum percentage of modification:	As established in article 205 of the LCSP.
Procedure to modify the contract:	As established in article 207 LCSP.

4.7 Assignment of the contract

In application of the stipulations in Article 214 of the LCSP, this contract may be subject to assignment:

- YES. Provided that the requirements are met and within the limits and terms established in article 214 of the LCSP.
- NO.

4.8 Submission of invoices

Invoices must compulsorily include, for their processing, the contract number of LFP, S.A. on the basis of which the invoice is issued and the e-mail addresses of both the CONTRACTOR and the Contract Manager (mgarcia@lfppperthus.com)

The invoices established by the CONTRACTOR, with the indicated requirements, shall be submitted within twenty days following the date thereof. In the event that said term is not met, the CONTRACTOR shall cancel the invoice and change its date of issue.

The successful bidder must submit invoices either by e-mail to ldepablos@lfppperthus.com or by ordinary mail addressed to **BASE DE MANTENIMIENTO, Ctra de Llers a Hostalets GIP5107 KM1, 17730 LLERS, GIRONA.**

5 TERMINATION OF THE CONTRACT

5.1 Warranty period

One (1) year from receipt (Article 243.3 LCSP).

5.2 European co-financing ERDF funds

Not applicable.

CHAPTER I. PREPARATION OF THE CONTRACT

6 SECTION ONE. PLACE, TIME AND FORM FOR SUBMITTING PROPOSALS

6.1 Clause 1. Presentation of proposals

This call for tenders is electronic in nature.

The specifications and other complementary documentation will be made available to bidders through the Public Sector Procurement Platform, thus guaranteeing access thereto by electronic means.

Tenders not submitted by the means described above will not be admitted to this tendering procedure.

The deadline for submitting proposals will be as published in the notice of the Public Sector Procurement Platform, in the Official State Gazette and, where applicable, in the Official Journal of the European Union (hereinafter the BOE and OJEU, respectively). The bids must be sent through the Profile of the Contractor on the State Contracting Platform <https://bit.ly/3hJntlu>. Proposals not submitted within this period will not be accepted.

Bidders must prepare and submit their bids electronically through the aforementioned Portal, in accordance with the provisions of the **Guide to Electronic Tendering Services: Preparation and Submission of Bids**, accessible both on the Public Sector's Contracting Platform <https://bit.ly/3faoQES> and in the LFP, S.A.'s Contracting Profile on the institutional website of LFP, S.A. <http://www.lfpperthus.com/perfil-del-contratante.html>.

These documents describe how the bidder must prepare and send the documentation and the electronic files or envelopes that make up the tenders through the Public Sector Contracting Platform.

In the event that any of the documents in a tender cannot be displayed correctly, the bidder shall be allowed, within a maximum period of 24 hours after being notified of this circumstance, to submit the document included in the erroneous file in digital format. The subsequently submitted document may not have any modification with respect to the original included in the bid. If the contracting body verifies that the document has been modified, the bidder's offer will be excluded.

In accordance with the provisions of the 16th D.A., letter h) of the LCSP, at the moment that the bidding company closes its offer, the cryptographic summary of its content will be generated, remaining as a record of said offer. If this tracer is sent to the contracting body by any accepted mechanism, a period of 24 hours will be available for the transmission of the whole offer for its reception and for considering the presentation completed.

Therefore, if when opening the envelopes or electronic files, a late submission is detected on which a tracer has been received, it will be validated. If the tracer matches, and the date of receipt is within 24 hours of the date the tracer was sent, the offer will be considered accepted and opened. If, on the other hand, the tracer does not match or has been received beyond the 24-hour extended period, the offer will be excluded and its contents will never be opened.

In any case, the cryptographic summary (signed by the bidder) of each offer allows to verify that its content has not been altered since the moment of submission by the bidder.

In the case of the presentation of offers outside the period established in the corresponding announcements, and the existence of problems of a technical nature will be alleged by the bidder due to an abnormal functioning of the State Contracting Platform that prevents a company from presenting its offer, the Contracting Committee will require a technical report from the Information Systems of LFP, S.A. so that the reasons can be identified and the appropriate measures can be taken. This technical report will be incorporated into the corresponding file for the appropriate purposes.

Where, for technical reasons not attributable to the bidder, he cannot submit his tender within the time limit, the contracting authority may extend the time limit for submission of tenders, for all bidders equally.

The submission of more than one proposal by a single company, whether bidding individually or grouped in a joint venture (article 139.3 LCSP), or the presentation of variants (article 142 LCSP) will not be admitted.

6.1.1 SIGNATURE OF DOCUMENTATION AND ELECTRONIC FILES OR ENVELOPES SUBMITTED

The type of electronic signature accepted by the Contracting Platform is the qualified electronic signature, as set forth in the Sixteenth Additional Provision of the LCSP and in section two of article four of Order EHA/1307/2005, of 29 April, which regulates the use of electronic means in contracting procedures.

The documents contained in each electronic file of the envelope as well as the electronic files of the envelopes must be signed by the attorney with the capacity to represent the company in the presentation of the offers.

The submission of the tender may be signed with a valid certificate from an individual or legal person representing the applicant, attaching the electronic documents contained in each of the envelopes or electronic files making up the tender, duly signed by the person legally recognised as representative.

In any case, electronic signatures must be visible on all documents, so that the identity of the signatory can be established simply by opening a document.

It must always be taken into account that the complete contents of all the envelopes or electronic files that make up the proposal are signed. Therefore, until the complete offer has been finalised, that is to say with all the signed documents contained in all the envelopes, the signature of the submission must not be made.

6.2 Clause 2. Formalities of documents

In accordance with the provisions of Article 23 of the RGLCAP, the documents will be presented in Spanish or, where appropriate, accompanied by a sworn translation.

6.3 Clause 3. Electronic files or envelopes containing the bid

Three electronic files or envelopes will be presented, each with the contents set out in this Folder.

6.4 Clause 4. Communications between the contracting authority and the bidders

For acts of communication with the contracting body other than the presentation or announcement of the sending of proposals, bidders must use electronic mail, through the address or addresses indicated in section 1.6 of the Schedule of Characteristics of this specification.

The contracting body will communicate with the bidders by means of the e-mail that they must designate in their proposal or, where appropriate, by publishing the communications in the entity's contracting profile on the Public Sector Contracting Platform. For all purposes, the periods established in this Folder shall be calculated from the date of receipt of the e-mail by the bidder at the address indicated in the bid. In the event that it is published in the profile of the contracting party, the period shall be counted from its publication therein .

Documents submitted by electronic means must bear the electronic signature of the bidder, who may be an individual person or, in the case of companies, of its representative with sufficient power at the time of signature. The submission of a scanned document with a manual signature will not be valid, in accordance with the provisions of Articles 9 and 10 of Law 39/2015 of 1 October.

The valid signature systems accepted by LFP, S.A. will be those established in paragraph a) of article 10.2 of Law 39/2015, of October 1st (qualified and advanced electronic signature systems based on qualified or recognised electronic signature certificates issued by providers included in the "Certification Services Providers Trust List"). These systems will meet the requirements laid down in Law 59/2003 of 19 December on electronic signatures and its implementing regulations.

Through its website, LFP, S.A. will disseminate the form of access to the Contractor Profile, which will include information regarding the Entity's contractual activity, including prior information announcements, open or ongoing tenders and the documentation related thereto, the awarding and formalisation of contracts, cancelled procedures, or any other useful information of a general nature, all as established in Article 63 of the LCSP.

The dissemination through the contractor's profile of information relating to procedures for awarding contracts will have the effects envisaged in Title I of Book Two of the LCSP.

6.5 Clause 5. Confidentiality and Data Protection

6.5.1 CONFIDENTIALITY

Without prejudice to the provisions of laws in force regarding access to public information and legal provisions regarding the publicity of the award and the information to be given to candidates and bidders, LFP, S.A. may not disclose the information provided by the bidders that they have designated as confidential at the time of submitting their bid, provided that such designation as confidential is in accordance with the law and is not excessive or abusive.

Confidentiality comprises, inter alia, technical or commercial secrets, the confidential aspects of tenders and any other information the content of which may be used to distort competition, whether in this tendering procedure or in subsequent ones.

The duty of confidentiality by the contracting authority and its departments may not extend to the entire content of the successful bidder's submission or to all the content of any reports and documents generated

directly or indirectly by the contracting authority in the course of the tendering procedure. The duty of confidentiality may only extend to documents of restricted circulation and under no circumstances to documents that are publicly accessible.

Similarly, the duty of confidentiality shall not prevent the public disclosure of non-confidential parts of the contracts concluded, such as the final deadlines for the execution of the work, the companies with which it has been contracted and subcontracted, and in any case the essential parts of the tender and subsequent amendments to the contract, in compliance in all cases with the provisions of the legislation in force on the Protection of Personal Data.

The contractor must respect the confidential nature of any information to which he has access in the course of performing the contract and which has been given such status in the specifications or in the contract, or which by its very nature must be treated as such.

This duty will be maintained for a period of five years from the time of knowledge of that information, unless the specifications or the contract provide for a longer period which, in any case, must be defined and limited in time.

6.5.2 DATA PROTECTION

The successful bidder shall undertake to keep secret all the data and information provided by LFP SA and which concern the performance of the work regulated herein. In particular, all the know-how derived from the execution of the work contracted shall be considered as confidential information, and the successful bidder shall keep said information confidential and shall not reveal it in any way, in whole or in part, to any individual or legal person who is not a party to the contract".

6.5.2.1 Regulations

In accordance with the 25th additional provision of Law 9/2017, dated 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU dated 26 February 2014, contracts involving the processing of personal data must fully comply with Regulation (EU) 2016/679 of the European Parliament and Council dated 27 April 2016 on the protection of individuals with regard to the processing of personal data (RGPD), and complementary regulations, including Organic Law 3/2018 dated 5 December on the Protection of Personal Data and the guarantee of digital rights.

In the event that the contracting involves access by the contractor to personal data for the processing of which the contracting entity is responsible, the contractor shall be considered the data processor. In this case, access to such data shall not be considered as communication of data, when the provisions of Article 28 of the RGPD are met. In any case, the provisions of the latter must be stated in writing.

6.5.2.2 Processing of Personal Data

In order to comply with the purpose of this Folder, the successful bidder must process the personal data of which LFP, S.A. is the Data Controller (Data Processor) in the manner specified in Annex No. 8 of this Folder, called "Personal Data Processing".

This implies that the successful bidder acts as the Data Processor (Data Manager) and, therefore, has the duty to comply with the regulations in force at all times, processing and protecting the Personal Data properly.

Therefore, LFP, S.A. is responsible for the processing and the successful bidder for the processing itself. If the successful bidder uses the data for another purpose, communicates them or uses them in breach of the stipulations of the contract and/or the regulations in force, he will also be considered as the Data Processor and will be liable for the infringements incurred personally.

The Appendix "Processing of Personal Data" describes in detail the Personal Data to be protected, as well as the processing to be carried out and the measures to be implemented by the successful bidder.

Should it be necessary, as a consequence of the execution of the contract to modify at any time the stipulations set forth in Appendix 8 "Processing of Personal Data", the successful bidder shall require this with reason and shall indicate the changes requested. Should LFP, S.A. agree with the request, it will issue an updated Appendix "Processing of Personal Data", so that it will always faithfully reflect the details of the processing.

6.5.2.3 Provisions related to the Processing Manager

In accordance with the provisions of Article 28 of the RGPD, the successful bidder undertakes to and guarantees the fulfilment of the following obligations, supplemented with the details set out in the Annex "Processing of Personal Data":

- a) To process the Personal Data in accordance with the instructions documented in these Administrative Clauses or other contractual documents applicable to the execution of the contract and those that, if applicable, are received from LFP, S.A. in writing at any time.
The successful bidder will immediately inform LFP, S.A. when, in its opinion, an instruction is contrary to the regulations on personal data protection applicable at any given time.
- b) To refrain from using or applying the Personal Data for any purpose other than the execution of the object of the Contract.
- c) To process the Personal Data in accordance with the security criteria and the content provided for in Article 32 of the RGPD, as well as to observe and adopt the technical and organisational security measures necessary or appropriate to ensure the confidentiality, secrecy and integrity of the Personal Data to which it has access.
In particular, and without limitation, it is obliged to apply the measures to protect the level of risk and security detailed in the Annex "Processing of Personal Data".
- d) To maintain the utmost confidentiality of the Personal Data to which it has access for the execution of the contract, as well as those derived from its processing, whatever the medium on which they were obtained. This obligation extends to any person who may intervene in any phase of the processing on behalf of the successful bidder, and it is the duty of the successful bidder to instruct the persons subordinate to him regarding this duty of secrecy and the maintenance thereof even after the completion of the execution of the work or its dissociation.
- e) Keep a list of persons authorised to process the Personal Data that is the subject of these Clauses and guarantee that they undertake, expressly and in writing, to respect its confidentiality and to comply with the corresponding security measures, of which they must be duly informed. And to keep at the disposal of LFP, S.A. such supporting documentation.
- f) Guarantee the necessary training in the field of personal data protection for the people authorised to process it.
- g) To refrain from communicating (assignment) or disseminating the Personal Data to third parties, even for storage purposes without the express authorisation of the Data Controller in each case.
- h) To appoint a Data Protection Delegate, if necessary according to the RGPD, and notify LFP, S.A. The Data Protection Officer will be appointed by the RGPD, also when the appointment is voluntary, as well as the identity and contact details of the natural person(s) appointed by the successful bidder as his or

her representative(s) for the purpose of protecting the Personal Data (representatives of the Data Controller), responsible for compliance with the regulations on the processing of Personal Data, in the legal/formal and security aspects.

- i) Once the contractual service covered by this Folder has been completed, to undertake, as appropriate and as instructed in the Annex "Processing of Personal Data", to return or destroy:
 - (i) the Personal Data which has been accessed;
 - (ii) the Personal Data generated by the successful bidder as a result of the processing; and
 - (iii) the support and documents on which any of this data is contained, without keeping any copies; unless their conservation is permitted or required by law or by Community law, in which case destruction will not be carried out.

However, the data processor may keep the data for as long as responsibilities may arise from his or her relationship with the data controller. In the latter case, the Personal Data will be kept blocked and for the minimum time possible, and will be securely and definitively destroyed at the end of this period.

- j) As appropriate and indicated in the Annex "Processing of Personal Data" to carry out the processing of Personal Data in systems / processing devices, manual and automated, and in the locations specified in that Annex, equipment that may be under the control of LFP, SA or under the direct or indirect control of the contractor, or others that have been expressly authorized in writing by LFP, SA as established in said Annex, if applicable, and only by the users or user profiles assigned to the execution of the object of this Folder.
- k) Unless otherwise indicated in the Annex "Processing of Personal Data" or expressly instructed by LFP, S.A. to process the Personal Data within the European Economic Area or any other area considered by the applicable regulations to be of equivalent security, and not to process them outside this area either directly or through any authorised subcontractor in accordance with the provisions of these Clauses or other contractual documents unless obliged to do so by virtue of the law of the Union or the Member State to which it may pertain.

In the event that due to national or European Union law the successful bidder is obliged to carry out any international transfer of data, the successful bidder will inform LFP, S.A. in writing of this legal requirement, with sufficient time to carry out the processing, and will guarantee compliance with any legal requirements applicable to LFP, S.A. unless the applicable law forbids it for important reasons of public interest.

- l) In accordance with article 33 RGPD, to report to LFP, S.A. immediately and at the latest within 72 hours, any violation of the security of the personal data under its responsibility of which it becomes aware, together with all the relevant information for the documentation and communication of the incident or any failure in its information processing and management system that it has had or may have that endangers the security of the personal data, its integrity or its availability, as well as any possible violation of confidentiality as a consequence of the disclosure to third parties of the data and information obtained during the execution of the contract. It will promptly communicate detailed information in this regard, including specifying which data subjects have suffered a loss of confidentiality.
- m) When a person exercises a right (of access, rectification, suppression and opposition, limitation of processing, data portability and not to be the object of automated individualised decisions, or others recognised by the applicable regulations (together, the "Rights"), before the Data Processor, the latter must notify LFP, S.A. as soon as possible. Said notification must be made immediately and under no circumstances beyond the working day following receipt of the exercise of the right, together, where appropriate, with the documentation and other information that may be relevant to resolve the request in his possession, and including the reliable identification of the person exercising the right. It will assist LFP, S.A. whenever possible, so that it can comply with and respond to the request for exercising said rights.

- n) Collaborate with LFP, S.A. in the fulfilment of its obligations regarding
- (i) security measures,
 - (ii) communication and/or notification of breaches (achieved and attempted) of security measures to the competent authorities or stakeholders, and
 - (iii) collaborate in carrying out impact assessments concerning the protection of personal data and prior consultations thereon with the competent authorities; taking into account the nature of the processing and the information available to him.

It will also make available to LFP, S.A. at the request of the latter, all the information necessary to demonstrate compliance with the obligations set out in these Clauses and other contractual documents and will collaborate in carrying out audits and inspections carried out, where appropriate, by LFP, S.A.

- o) In those cases in which the regulations so require (see article 30.5 RGPD), to keep, in writing, even in electronic format and in accordance with the stipulations of article 30.2 of the RGPD, a register of all the categories of processing activities carried out on behalf of LFP, S.A. (Data Processor), containing at least the circumstances to which said article refers.
- p) To have evidence demonstrating compliance with the regulations on personal data protection and the duty of active responsibility, such as, for example, prior certificates on the degree of compliance or results of audits, which must be made available to LFP, S.A. by request. Likewise, during the term of the contract, it will make available to LFP, S.A. all information, certifications and audits carried out at any time.
- q) Right to information: at the time of collecting data, the data processor must provide information regarding the data processing to be carried out. The wording and format in which the information will be provided must be agreed with the data controller before starting the collection of data.

This clause and the obligations established therein, as well as the corresponding Annex to this specification relating to the Processing of Personal Data, constitute the contract between LFP, S.A. and the successful bidder referred to in Article 28.3 RGPD. The obligations and services contained herein are not remunerated in a different manner to that established in this clause and other contractual documents and shall have the same duration as the execution of the work that is the subject of this clause and its contract, being extended, where appropriate, for periods equal to the latter. Nevertheless, on completion of the contract, the duty of secrecy shall remain in force, without limit of time, for all persons involved in the execution of the contract.

In order to comply with the object of this Folder, the successful bidder is not required to access any other Personal Data for which LFP, S.A. is responsible. and therefore is not authorised in any case to access or process any other data other than those specified in the "Processing of Personal Data" Annex. Should an incident occur during the execution of the contract that will lead to accidental or incidental access to Personal Data for which LFP, S.A. is responsible and which is not comprised in the "Processing of Personal Data" Annex, the successful bidder must inform LFP, S.A. specifically its Data Protection Delegate, with the utmost diligence and at the latest within 72 hours.

6.5.2.4 Information

Personal data will be processed by LFP, S.A. and shall be included in the "Contracting" processing system, the purpose of which is to manage the contract files.

The legal basis that legitimises the processing is the fulfilment of a legal obligation and the execution of a contract. The data will be kept for the time necessary to comply with the purpose for which it was collected and to determine any possible liability that may arise from such purpose and from the processing of the data.

Personal data will be communicated to financial entities, the State Tax Administration Agency, the General Intervention of the State Administration, the Court of Auditors, and included in the Platform for State Contracts and the Public Registry of Contracts.

Said data will be kept for the time necessary to comply with the purpose for which they were collected and to determine any possible liabilities that may arise from such purpose and from the processing of the data, in accordance with Law 58/2003 dated 17 December on General Taxation, in addition to the periods established in Spanish archival and documental heritage regulations.

The rights of access, rectification, suppression and portability of personal data, of limitation and opposition to their processing, as well as the right not to be subject to decisions based solely on the automated processing of personal data, when applicable, may be exercised before:

LFP, S.A. by sending a request to the following address: gdpr@lfppertus.com or by mail to LFP, S.A. If the owner of said data wishes to make an objection, a photocopy of the ID card or passport should be sent to the following address: Ctra de Llers a Hostalets GIP5107 KM1 17730 LLERS –GIRONA, Spain.

6.6 Clause 6. Information Security

LFP, S.A. in the field of Information Systems, among others, is subject to the following regulations:

- Law 40/2015, of 1 October, on the Legal Regime of the Public Sector.
- Royal Decree 3/2010 dated 8 January, National Security Scheme in the field of Electronic Administration (ENS).
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data Known as the General Regulation on the Protection of Personal Data (RGPD).
- Organic Law 3/2018, of 5 December, on Personal Data Protection and guarantee of digital rights.
- Royal Decree 12/2018 on Security of Networks and Information Systems

Under these regulations, LFP, S.A. must adopt appropriate and proportionate technical measures to manage the risks posed to the security of networks and information systems. In relation to this matter, LFP, S.A. is subject to the supervision of the competent control authority and may be audited and required to remedy any deficiencies detected. Therefore, LFP, S.A. must implement measures aimed at protecting information systems from the intrusion of malicious viruses, exploitation of vulnerabilities in its assets, intentional attacks or others that violate or negatively impact the operations and business of LFP, S.A. which is carried out using information systems.

In the event that the subject matter of these clauses includes the acquisition or development of an Information System, or involves the equipment of Hardware/Software elements, the successful bidder undertakes to comply with the requirements indicated in Annex 9 of these clauses, entitled "Information Security Requirements for the Development of Applications and/or the Acquisition of Hardware/Software Equipment related to Communications Networks and/or Information Systems".

7 SECTION TWO. ELECTRONIC FILE OR ENVELOPE NO. 1. DOCUMENTS TO BE INCLUDED

7.1 Clause 7. Description

The electronic file or envelope no. 1 will enclose the administrative and solvency documentation that every bidder must submit. Its content and completion shall comply with the provisions of the following clause.

7.2 Clause 8. Content of the electronic file or envelope No. 1

The following documents will be enclosed in the electronic file or envelope no. 1

7.2.1 RESPONSIBLE DECLARATION USING THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (HEREINAFTER REFERRED TO AS ESPD) FORM

The Declaration of Responsibility shall be in accordance with the form of the European Single Procurement Document (ESPD), which must be signed by the bidder's representative and which shall comply with the provisions of Article 140.1.a) of the Public Sector Contracts Act.

Both the ESPD and the Recommendation of the Advisory Board on Administrative Procurement of 6 April 2016 concerning it are accessible through the following links:

- JCCA recommendation: <https://www.boe.es/boe/dias/2016/04/08/pdfs/BOE-A-2016-3392.pdf>
- ESPD: <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=es>

When two or more companies tender in a joint venture commitment, a declaration of responsibility will be provided for each participating company using the form of the European Single Contract Document (ESPD). The additional statement of responsibility referred to in this Folder shall also be submitted and signed by each of the representatives of the companies taking part in the joint venture.

In cases where the bidder uses the solvency and means of other entities in accordance with Article 75.2 of the LCSP, each entity must also submit a separate responsible declaration, in accordance with the standard form of the European Single Procurement Document (ESPD), containing the appropriate information.

The ESPD must be signed by the bidder, who must follow the instructions below in formulating the various parts of the document:

ESPD Part I: Information on the procurement procedure and the contracting authority or contracting entity

This part of the ESPD must be completed by the bidder in accordance with the information on the contracting procedure and the contracting entity contained in the notice that served as a means of calling for tenders, published on the Public Sector Contracting Platform, as well as, where appropriate, the OJEU and the BOE.

ESPD Part II: Information on the economic operator

a) Information on the economic operator.

The completion of this section implies the responsible statement of the bidder that he meets the requirements of capacity to act and legal personality required by the regulations, that the company is validly constituted and that in accordance with its corporate purpose it can be submitted to the tender.

This section must be filled in and must specifically include:

- The VAT number or NIF must be shown in the case of Spanish citizens or companies, the NIE in the case of foreign citizens resident in Spain, and the VIES or DUNS in the case of foreign companies.
- The e-mail address designated by the bidder that will be used to make, where appropriate, all the notifications related to the present contracting procedure, as well as, in any case, notification of the award, in the terms described in Article 151.3 of the LCSP.

Such designation shall imply the acknowledgment that said e-mail address is under the control of the interested party, and that the latter accepts receiving communications at the e-mail address thus designated.

The following question must be answered: Is the economic operator a micro, small or medium sized enterprise? If the answer is yes, the answer will confirm whether or not the tendering company is an SME (Article 328.4 LCSP).

The following question is only to be filled in if it is a reserved procurement, and this is indicated in the relevant tender notice.

The question "Is the economic operator on an official list of authorised economic operators?" must be answered in the affirmative if the business is classified and listed in the ROLECE or equivalent register, and the other information requested in this section must be provided. With this information, the solvency of the bidder will be formally stated when business classification is required (section 2.3.1 of this Folder). Likewise, in the case of non-Spanish or non-Community companies, this information implies the formal declaration that they fulfil the requirements related to the capacity to act and legal personality in the terms described in Articles 9 and 10 of the RGLCAP and 68 of the LCSP.

The question: is the economic operator participating in the procurement procedure together with others?

This question must be answered if a joint venture is involved. In this section it must be indicated whether the tender is being carried out in a joint venture, and if so, the following questions must be answered. In addition, each company participating in the joint venture must provide a formal statement in ESPD format with all the required information.

Lots: Only in the case that the file has been divided into lots, the lot or lots for which a bid is being submitted must be indicated in this section, stating that it DOES NOT APPLY in any other case. Where the clauses stipulate the division of the subject of the contract into lots, if the economic and financial or technical and professional solvency requirements vary from one lot to another, a formal statement must be provided in the ESPD format for each lot or group of lots to which the same solvency requirements apply.

- b) Information on the economic operator representatives.

The completion of this section implies that the signatory of the declaration holds due representation of the company for the submission of the proposal.

- c) Information on the use of the capacity of other entities

The question of whether the economic operator makes use of the capacity of other entities to satisfy the selection criteria refers to the fact that the bidder can make use of the solvency and means of other companies in accordance with article 75 of the LCSP. In this case, this question must be answered in the affirmative and each entity must submit a formal statement in accordance with the ESPD model.

- d) Information concerning subcontractors on whose capacity the economic operator does not rely.

The question included in this section refers to whether the bidder intends to make arrangements with third parties for the partial execution of the service.

Part III: Reasons for exclusion

Businesses must answer all the questions in this ESPD Part III. The completion of this section implies the formal declaration of the bidder that he is not prohibited from contracting by himself or by extension as a consequence of the application of Articles 70.1 and 71 of the LCSP.

Part IV: Selection criteria

In this Part IV, bidders must only complete the Section α (Global indication concerning all the selection criteria), with no need to complete all other sections of this part (A, B, C and D). In this way, the bidder responsibly and formally states that it complies with the economic, financial, and technical or professional solvency requirements, under the conditions established in sections 2.3.1, 2.3.2, and 2.3.5 of the Schedule of Characteristics of this Clause and that it undertakes to assign the personal and/or material resources to the execution of the contract, under the terms and conditions specified in section 2.3.3 of the Schedule of Characteristics of this Clause.

Companies in a joint venture must answer in the affirmative to the previous question when the joint venture as a whole meets the conditions of solvency required in the specifications.

Said statement shall be substantiated, where appropriate, as determined in clause 21, and by the means specified in section 2.3 of the prospectus.

Part V: Reducing the number of qualified candidates

This Part V should be completed only in the case of restricted procedures, negotiated with advertising or competitive dialogue.

Part VI: Final statements

This part must be completed by the bidder and signed in any case after the completed ESPD form has been printed.

7.2.2 OTHER DOCUMENTATION**7.2.2.1 Responsible Declaration Complementary to the ESPD (Annex 2)**

This declaration shall certify the following:

- a) That the bidder is part of a business group, in the sense of Article 42 of the Commercial Code.
It will provide a list of companies that are part of the group to which the individual bidder belongs or any of the companies that bid with the commitment to set up a joint venture, expressing the circumstance that justifies the link to the group, or not belonging to any business group.
These declarations will be taken into account for the purposes established in Article 149 of the LCSP (calculation of bids that present abnormal or disproportionate values)
- b) That the bidder is not involved in the cause of incompatibility of Article 70 of the LCSP.
- c) In the case of foreign companies, a declaration will also be required submitting to the jurisdiction of the Spanish Courts and Tribunals of any order for all the incidents that, directly or indirectly, may arise from the contract, a declaration renouncing, where appropriate, the foreign jurisdiction that may be applicable to the bidder (Article 140.1 f) LCSP).
- d) The feasibility of the construction project/the application of technical specifications.
- e) The percentage of workers with disabilities for the purposes of the provisions of Article 147.1 of the LCSP.
- f) That the circumstances and data that appear in the Official Register of Bidders and Classified Companies of the Public Sector (ROLECSP) have not experienced any variation.
- g) When this is the case, section 2.3.4 of the prospectus, which has the required business qualification to carry out the service.

7.2.2.2 Declaration of Commitment to form a joint venture, where appropriate

The responsible declaration on the commitment to constitute the joint venture will be provided by the constituting employers, in the case of being awarded the contract, all in accordance with the requirements of Article 69.3 of the LCSP. Said declaration must contain the following information: names and circumstances of those who constitute it and the participation of each one, and must be signed by all the members of the joint venture. (Appendix N^o4).

7.2.2.3 Provisional warranty receipt

In those cases in which the procedure requires the constitution thereof, as established in section 2.5 of the Schedule of Characteristics. (Article 106 of the LCSP).

7.2.2.4 Additional documentation required from all foreign companies

Foreign companies must enclose a statement submitting to the jurisdiction of the Spanish Courts of any order, for all disputes which may directly or indirectly arise from the contract, and a statement waiving if applicable the jurisdiction that may correspond to them.

Bidders must bear in mind that, at any time during the procedure, the Bureau or the contracting body may request them to provide the documentation related to the data indicated in the formal responsible statements. If the requirement is not suitably fulfilled within the deadline, it will be understood that the bidder has unjustifiably withdrawn its offer, and the amount of 3% of the basic tender budget, VAT not included, will be required as penalty, which will be made effective in the first place against the provisional guarantee if provided, with the other effects of Article 150.2 of the LCSP also being applicable to this event.

Any data allowing the economic proposal of the bidder or any of the data to be inferred from the content of the bid by means of a formula cannot be included in said electronic file or envelope. Should this occur, the bidder will be excluded from the procedure.

The contracting authority may request candidates or bidders to provide all or part of the supporting documents when it deems that reasonable doubts may exist as to the validity or reliability of the declaration, where this is necessary for the proper conduct of the procedure and, in any event, before awarding the contract. (Article 140.3 first paragraph of the LCSP).

However, where the employer is registered in the ROLECSP or listed in a national database of a Member State of the European Union such as a virtual company file, an electronic document storage system or a prequalification system and these are accessible free of charge to said bodies, said employer will not be obliged to submit the supporting documents or other documentary evidence of the data registered in said places. (Article 140.3 second paragraph LCSP).

The circumstances relating to capacity, solvency and the absence of restrictions or prohibitions related to contracting referred to in the previous sections must be present on the final date for the presentation of tenders and must be present at the time of the completion of the contract. (Article 140.4 LCSP).

8 SECTION THREE: ELECTRONIC FILE OR ENVELOPE NO. 2. - DOCUMENTS TO BE INCLUDED FOR THE ASSESSMENT OF THE CRITERIA THAT CAN BE EVALUATED BY MEANS OF A VALUE JUDGEMENT

8.1 Clause 9. Description

The electronic file or envelope no. 2 will comprise the documentation relating to the criteria that can be evaluated by means of a value judgement. Its content and completion will be in accordance with the provisions of the following clause.

8.2 Clause 10. Content of the electronic file or envelope No. 2

This electronic file or envelope will include a detailed technical study of the service to be carried out and will be the document that will allow the evaluation of bids, ordered in accordance with the sections indicated in this Clause.

In no case this electronic file or envelope may contain data allowing data to be inferred concerning the bidder's economic proposal or data or documents that must be included in the electronic file or envelope no. 3 (Criteria that can be quantified using formulas). If this occurs, the bidder will be excluded.

a) TECHNICAL REPORT

The descriptive report will explain the basis on which the Work Programme is based and include a full explanation thereof.

It will describe the processes of implementation of the important activities and portray a correct and realistic approach to the whole and its planning, analysed in accordance with the means proposed and the requirements established.

According to point 12 of the Technical Specifications, the report must contain at least the following information

- The overall concept (avoiding copying the Project Report).
- A summary of the personal and material means deemed necessary to execute the contract. This document will designate the technician that the contractor proposes as the Works Delegate.
- The description of all important or complex activities and the proposed processes.
- The analysis in these processes of the simple operations that are part of each activity.
- List of the units or parts to be subcontracted. For the purposes established in Article 215.2 of the LCSP, the bidder is not obliged to specify the name or business profile of the proposed subcontractor or subcontractors. Nevertheless, if the bidder chooses to identify these and justify their aptitude for carrying out the corresponding subcontract, it will be understood that the requirement for advance notification referred to in Article 215.2.b) of the LCSP will be fulfilled with regard to them provided that, in addition, the bidder includes a commitment of availability signed by the subcontractor.

This documentation may be completed with all the graphic information that the Bidder considers appropriate.

b) QUALITY

The Bidder will define, in accordance with point 12.3 of the Technical Specifications, the measures it proposes to CONTROL AND GUARANTEE, for its part, the QUALITY of the work if it is awarded the contract.

To this end, a specific quality control plan must be provided for the works, which will include at least the following:

- Specific aspects of the work units to be controlled during the execution of the work and applicable technical regulations.
- Technical sampling and acceptance/rejection criteria.
- Organization dedicated to quality control.

c) ENVIRONMENTAL ACTION PROGRAMME

Bidders shall state the company's environmental management systems applicable to the works or services, the proposal for environmental management measures and the products to be used, including the certificates and other documents proving these requirements.

In particular, an environmental monitoring programme will be included, the scope and content of which may include improvements in environmental performance with respect to the content of the project, in accordance with point 12.5 of the Technical Specifications.

d) HEALTH AND SAFETY REPORT

In accordance with point 12.4 of the Technical Specifications, a risk prevention and safety report will be drawn up, explaining

- The organisation of on-site prevention and safety: preventive organisation chart, preventive resources, functions, coordination with subcontractors and self-employed workers.
- The systems of participation of the contractor's staff and subcontractors.
- The training and information processes to be conducted
- Analysis of possible emergency situations: measures to be taken, interactions to be organised with external services to guarantee their speed and efficiency.
- Analysis of the Health and Safety Study of the Project under the perspective of its execution as a contractor, proposing the improvements that are considered convenient.
- Risk Prevention Management System.

The Annex to this report will include certification of the establishment of an internal system of occupational safety for the bidder and the proposed subcontractors, with an indication of its contents.

e) TECHNOLOGY and R+D+i

The bidder will describe the technologies proposed for the execution and, in particular, the use of technologies that have been developed in the framework of R&D&I projects that represent an improvement in quality and technical value, and whose justification can be duly documented in accordance with points 12.6 and 12.7 of the Technical Specifications.

9 SECTION FOUR: ELECTRONIC FILE OR ENVELOPE NO. 3.

9.1 Clause 11. Description

The electronic file or envelope no. 3 will comprise the documentation related to the criteria that can be evaluated by means of formulas. Its content and completion will be in accordance with the provisions of the following clause.

9.2 Clause 12. Content of the electronic file or envelope No. 3

This electronic file or envelope will include the following documents:

Economic proposal: A model is included in Annex 1 to this Folder.

Each bidder may not submit more than one proposal and may not subscribe any proposal in a joint venture with others if a bid has been submitted individually or as member of a joint venture. Failure to comply with these rules shall produce the rejection of all proposals submitted by the bidder.

Proposals that have omissions, errors or deletions that prevent clear knowledge of the offer will not be accepted.

The economic proposals of the bidders will be made on the Project BASE BUDGET the amounts of which are the quantity expressed in section 1.3 of the Schedule of Characteristics. This proposal must indicate, as an independent item, the amount of Value Added Tax. The proposals may not exceed the base tender budget. Those which exceed this amount shall be excluded.

CHAPTER II. AWARD OF THE CONTRACT

10 SECTION ONE. JUSTIFICATION AND PUBLICITY

10.1 Clause 13. Justification of the award procedure and assessment criteria

The contracting and execution of the works of the referenced Project will be awarded by the open procedure with various awarding criteria, based on the best quality-price ratio (article 145.1 of the LCSP).

10.2 Clause 14. Opening of proposals

1. Opening of electronic file or Envelope No. 1 (Administrative Documentation).

In accordance with Article 157 of the LCSP, the Contracting Committee will previously qualify the documents submitted within term and in adequate format, proceeding for this purpose to examine the electronic file or Envelope No. 1, relating to administrative and solvency documentation, agreeing where appropriate to correct any material defect within a period of three calendar days. The existence of said defects or omissions that can be rectified will be communicated to the interested parties by e-mail.

Once the documentation referred to in the previous paragraph has been assessed and any defects or omissions in the documentation submitted have been rectified, the Bureau will expressly determine which companies have been admitted to the tender, which have been rejected, and the reasons for rejection.

2. Opening of electronic file or Envelope No. 2 (Documentation relating to criteria that can be evaluated by means of a value judgement)

When multiple of award criteria are used, the Contracting Committee will proceed, within a maximum period of twenty (20) days from the end of the period for the presentation of offers, to the opening of the electronic file or Envelope nº 2, the content of which shall be delivered to the corresponding service for analysis and weighting.

3. Opening of electronic file or Envelope No. 3 (Documentation relating to criteria that can be evaluated by means of formulas).

Once the actions foreseen in the previous sections have been carried out, including where appropriate the final assessment of the award criteria that can be evaluated by means of a value judgement of each bid, the Contracting Committee will hold a private event on the date and time indicated in the tender announcement for opening of electronic files or envelopes containing the elements of the tender which are assessed by the mere application of formulas submitted by bidders who meet the conditions of admission referred to in paragraph 1 of this Clause and that have not been excluded from the tendering procedure.

The electronic files or envelopes containing the criteria that can be assessed by means of formulas (electronic file or envelope No. 3) of the companies whose bids related to the criteria that can be evaluated by means of a value judgement (electronic file or envelope No. 2) have not exceeded the score indicated in this Folder as a minimum score threshold (offers within the unacceptable quality range) will not be opened.

Prior to the opening ceremony, the list of admitted, non-admitted or excluded bidders and the reason for such exclusions will be made public through the Public Sector Procurement Platform (PLCSP), as

well as, in the case of the application of several award criteria, the final assessment of the award criteria that can be evaluated by means of a value judgement of each of the offers.
Likewise, after the opening, the result of the opening will be publicised through the PLCSP.

11 SECTION TWO. CRITERIA FOR THE EVALUATION OF TENDERS

11.1 Clause 15. Listing of criteria that can be evaluated by means of a value judgement

To obtain the scores for a particular proposal, the scores achieved in each of the aspects listed will be added together. The maximum score to be achieved in each of the aspects will depend on the importance of the technical aspects in each contract. The choice of one scale or another will be established in section 3.3 of the Schedule of Characteristics. The criteria that can be evaluated by means of a value judgement will be assessed with a maximum of 49 points.

The following criteria will be assessed:

CONCEPT	MAXIMUM SCORES
TECHNICAL REPORT AND WORK PROGRAMME	36
QUALITY ASSURANCE PLAN	5
HEALTH AND SAFETY REPORT	5
ENVIRONMENTAL ACTION PROGRAMME	3
SUM	49

The assessment of the technical criteria that depend on a value judgement will be made in accordance with the parameters defined in point 13 of the Technical Specifications.

11.2 Clause 16. Assessment of criteria that can be measured with value judgements

The evaluation of technical proposals will be carried out in strict compliance with the principles of equal treatment, neutrality and non-discrimination.

Each parameter will be assigned a score from 0 to 5, obtained from the detailed evaluation of the offers and applying the following method.

The score from 0 to 5 is based on a scale from "very bad" to "very good" as shown in the following diagram.

Very bad	Bad	Acceptable	Average	Good	Very good
0	1	2	3	4	5
Muy malo Très mauvais	Malo Mauvais	Acceptable Acceptable	Medio Moyen	Buena/Bien Bon/Bien	Muy Buena/Bien Très Bon/Bien

The final score will be obtained on the basis of a multi-criteria assessment of each parameter according to the scales indicated in the table below:

TECHNICAL EVALUATION
Detailed methodological description
Justification of applied methodology
Adaptation of the proposed methodology to the needs of the Works
Knowledge of the historical evolution of the works
Final report model
References of works in Spain and/or France
Description of applicable norms
SUPPLEMENTARY ACTIVITIES
Description of supplementary activities
Adaptation to the needs of the Works
Description of performance
ORGANISATION CHART AND HUMAN RESOURCES
Description of human resources
Robustness of the organisation
Professional training of personnel
Qualifications and certifications of personnel
Experience of personnel
Complete organisation chart with functions, experience and degrees
Adaptation of means to the needs of the Works (numbers and amounts)
TECHNICAL MEANS AND WORK TEAMS
Description of technical means
Vehicles to be utilised
Unloading means
Adaptation of means to the needs of the Works (numbers and amounts)
Description of performance
MATERIALS
Quality of offered rail
Adaptability of treatment to needs. Protection
Degree of warranty and reliability of proposed treatment
CONTROL METHOD
Method description
Adaptation of method to the Works
Degree of warranty and reliability of proposed treatment
SUBCONTRACTING
Structure and understanding of the works schedule
TECHNICAL AND PROFESSIONAL SOLVENCY
List of executed works
Affinity of executed works with the needs of the Works
Volume of executed works
WORKS SCHEDULE
Structure and understanding of the works schedule
Need for support of LFP means
Adaptation of the works schedule to the needs of the works
Description of performance
SUBMISSION OF RESULTS
Structure and understanding of the works schedule
Adaptation of the works schedule to the needs of the works
Description of performance
R&D+I TECHNOLOGY
Description of innovative technologies applicable to the Works
Submission of results
Proposed technical improvements
Adaptability of technologies to the Works

EVALUACIÓN TÉCNICA		36,0%
CONCEPCIÓN GLOBAL DE LA OBRA		1,5%
Descripción detallada de la metodología	20,0%	0,30%
Justificación de la metodología empleada	5,0%	0,08%
Adaptación de la metodología propuesta a las necesidades de la obra	25,0%	0,38%
Conocimiento de la evolución histórica de las obras	15,0%	0,23%
Modelo de informe final	15,0%	0,23%
Referencias de obras en España y/o Francia	10,0%	0,15%
Descripción de la normativa aplicable	10,0%	0,15%
ACTIVIDADES COMPLEMENTARIAS	100,0%	1,5%
Descripción de las actividades complementarias	25,0%	0,38%
Adaptación a las necesidades de la obra	50,0%	0,75%
Descripción de los rendimientos	25,0%	0,38%
ORGANIGRAMA Y EQUIPO HUMANO	100,0%	4,0%
Descripción de los medios humanos	10,0%	0,40%
Robustez de la organización	10,0%	0,40%
Formación profesional del personal	10,0%	0,40%
Cualificaciones y certificación del personal	10,0%	0,40%
Experiencia del personal	20,0%	0,80%
Organigrama completo con funciones, experiencia y titulación	10,0%	0,40%
Adaptación de los medios a las necesidades de la obra (en número y cantidad)	30,0%	1,20%
MEDIOS TÉCNICOS Y EQUIPOS DE TRABAJO	100,0%	5,0%
Descripción de los medios técnicos	20,0%	1,00%
Vehículos empleados	5,0%	0,25%
Medios descarga	20,0%	1,00%
Adaptación de los medios a las necesidades de la obra (en número y cantidad)	30,0%	1,50%
Descripción de los rendimientos	25,0%	1,25%
MATERIALES	100,0%	7,0%
Calidad del carril ofertado	25,0%	1,75%
Adaptabilidad del tratamiento a las necesidades. Protección.	50,0%	3,50%
Grado de garantía y fiabilidad del tratamiento ofertado	25,0%	1,75%
METODO DE CONTROL	100,0%	2,0%
Descripción del método	25,0%	0,50%
Adaptación del método a los trabajos	50,0%	1,00%
Grado de garantía y fiabilidad	25,0%	0,50%
SUBCONTRATACIÓN	100,0%	2,0%
Estructura y comprensión del programa de trabajos	100,0%	2,00%
SOLVENCIA TÉCNICA Y PROFESIONAL	100,0%	3,0%
Relación de trabajos de ejecutados	25,0%	0,75%
Afinidad de los trabajos ejecutados con las necesidades de la obra	50,0%	1,50%
Volumen de los trabajos ejecutados	25,0%	0,75%
PROGRAMA DE TRABAJOS	100,0%	3,0%
Estructura y comprensión del programa de trabajos	25,0%	0,75%
Necesidad de apoyo de medios de LFP	25,0%	0,75%
Adaptación del programa de trabajo a las necesidades de la obra	25,0%	0,75%
Descripción de los rendimientos	25,0%	0,75%
PRESENTACIÓN DE RESULTADOS	100,0%	3,0%
Estructura y comprensión del programa de trabajos	25,0%	0,75%
Adaptación del programa de trabajo a las necesidades de la obra	50,0%	1,50%
Descripción de los rendimientos	25,0%	0,75%
TECNOLOGÍA I+D+I	100,0%	4,0%
Descripción de las tecnologías innovadoras aplicables a la obra	25,0%	1,00%
Presentación de resultados	25,0%	1,00%
Mejoras técnicas propuestas	25,0%	1,00%
Adaptabilidad de las tecnologías a la obra	25,0%	1,00%

The total score of the criteria that depend on a value judgment of each offer (PCJV) will be obtained adding up the score obtained in each of the sections defined in the previous clause. All the scores will be rounded off to the second decimal place.

11.2.1 MINIMUM SCORE THRESHOLD

If, in Section 3.3 of the Schedule of Characteristics of this contract, a minimum threshold has been determined to be reached in the scoring of the qualitative criteria that can be evaluated by means of a value judgement, the bids of the bidders that have been admitted at the administrative level will be divided in two intervals:

- Offers with unacceptable quality: those having a quality criteria score below the minimum threshold.
- Offers with sufficient quality: those having a qualitative criteria score equal to or above the minimum threshold.

The application of the minimum score threshold will be carried out, in any case, on the total score of the criteria that depend on a value judgment, after the application of the formula set forth in the previous Clause.

Tenders within the unacceptable quality range will not be taken into consideration for the calculation of abnormally low tenders or for the determination of the best tender so that, if there are no tenders within the other range, the procedure will be declared void due to the lack of tenders having sufficient quality.

In the following, no reference is made to offers in the unacceptable quality range nor to offers definitively qualified as abnormally low which are no longer taken into consideration.

11.3 Clause 17. Listing of criteria that can be evaluated by means of formulas

The price will be evaluated in this section and will be assigned 51 points.

For these purposes, the price is understood to be the amount stated in the economic proposal, excluding VAT.

11.4 Clause 18. Assessment of criteria that can be evaluated by means of formulas

In accordance with the requirements of Article 146.2 of the LCSP, in the minutes corresponding to the Contracting Committee in which the electronic files or envelopes containing the elements of the offer that are assessed by means of the mere application of formulas are opened, it will be stated that, before starting this opening, the final assessment of the criteria that can be assessed by means of a value judgement of each of the offers has already been carried out and has been made available to the members of the Committee.

The price is scored increasingly lower than the contract bid price. A rule of three is applied in relation to the highest of the withdrawals in order to respect the allocation of points in relation to the proportion between the relative withdrawals.

For the evaluation of the economic offers, the following procedure will be followed:

- Bids without decrease on the tender price: 0 points.
- Offer with the lowest cost among those presented: 51 points. If more than one offer coincides in this amount, all the coinciding offers will obtain 51 points.
- For all other offers, the score will be calculated according to the percentage of cost overrun in relation to the lowest offer, according to the following formula:

- Bid score = $51 \times (1 - [(\text{Maximum Low Percentage-Percentage Low Bid}) / 50])$.
- When the value of the score of an offer is negative, 0 points will be awarded.
- The score of the financial offer shall be rounded off to the second decimal place.

11.5 Clause 19. Offers with abnormal or disproportionate values

Being:

- BO: Decrease in the economic offer (%)
- BM: Low Medium (%), calculated as follows
- BR: Reference withdrawal, calculated as follows (%)

Offers that are presumed to be abnormal due to their low amount will be understood as those whose corresponding BO exceeds the following values:

- For a number n of economic offers "to be considered" greater than or equal to five (5):
 $BO > BR + UT$ Determined according to the following formulas: If $BR < 20$; $UT = 100/BR$
 If $BR \geq 20$ and < 30 ; $UT = 100 / (1.5 BR)$
 If $BR \geq 30$; $UT = 100 / (2 BR)$
- For a number n of economic offers "to be considered" less than five (5):
 $BO > BM + UT$ Determined according to the following formulas:
 If $BM < 20$; $UT = 100/BM$
 If $BM \geq 20$ and < 30 ; $UT = 100 / (1.5 BM)$
 If $BM \geq 30$; $UT = 100 / (BM)$

Economic offers that are "to be considered" are those that are accepted (administratively, technically and economically), after excluding those that, for these purposes, should not be considered, as prescribed in Art. 86 of the RGLCAP and in this clause.

The calculations of the Low Average (BM) and Reference Low (BR) will be made as follows:

- Of_j = Amount of the generic offer "to be considered" j (included in all the above n "to be considered" offers) and
- PB = Basic Tendering Budget, as shown in the corresponding section of the Tender Specifications Table (VAT not included).

For any number, n, of offers, the following will be obtained:

$$BO_j = 100 \left(1 - \frac{Of_j}{PB} \right) y$$

$$BM = \frac{1}{n} \sum_{j=1}^{j=n} BO_j$$

In addition, for $n \geq 5$, the following will be obtained:

$$\sigma = \left(\frac{\sum_{j=1}^{j=n} (BO_j)^2 - n(BM)^2}{n} \right)^{1/2}$$

Among the mentioned n economic offers "to be considered", those n' offers will be chosen, such that, to any of them, of amount expressed generically as Of_h, a value o_h

$$\left[BO_h = 100 \left(1 - \frac{Of_h}{PB} \right) \right] \text{The condition is met:}$$

$$|BO_h - BM| \leq \sigma.$$

And counting only on these n' offers, the BR value, called "Reference Withdrawal", will be calculated as follows:

$$BR = \frac{\sum_{h=1}^{h=n'} BO_h}{n'}$$

This BR value will serve, when $n \geq 5$, to determine the limits of the presumption of abnormality and the complementary guarantees mentioned above.

If an economic offer is presumed to be abnormal due to its low amount in relation to the service, the Contracting Committee will gather the necessary information to determine whether the offer is in fact abnormally low in relation to the service and must therefore be rejected, or if, on the contrary, the offer is not abnormally low and must therefore be taken into consideration when awarding the contract.

To this end, the Contracting Committee will request from the bidder, by means of a communication made to the e-mail address provided, the details it considers appropriate regarding the composition of the aforementioned economic offer and its justifications. LFP, S.A. will establish the deadline for the bidder to present its justifications. This period shall not exceed five (5) working days and shall be counted from the day following the dispatch of the communication to the e-mail address provided by the bidder. The bidder must provide the justifications that he considers appropriate in writing and electronically by providing the corresponding files to the State Contracts Platform, <https://bit.ly/3hJntlu>.

If after this period the Contracting Committee has not received these justifications, it will consider that the proposal cannot be fulfilled and, therefore, the company that made it will be excluded from the selection procedure.

If, on the other hand, the aforementioned justifications are received within the deadline, the Contracting Committee, after receiving the reports it deems appropriate and the technical advice of the corresponding service, will decide either to accept the offer, relying on it for all purposes to resolve what is appropriate in relation to the awarding of the contract, or to reject the offer. The aforementioned possible rejection will in no case have an effect on the calculations already made of the value of the low average.

Once the justifications have been analysed, the economic offers of all the bidders whose offers have been accepted (whether or not they were initially presumed to be abnormal due to their low amount) will be evaluated.

When companies belonging to the same group present different proposals to compete individually or in a joint venture for the award of a contract, it will be considered, for the purposes of establishing the Low Medium (LM) and the Low Reference (BR), the lowest of the offers presented by the companies belonging to the same group, regardless of whether they have presented such proposals individually or in a joint venture with other companies, whether or not they belong to the same business group, with the effects derived from the established procedure being applied with respect to the other offers made by the companies of the group.

11.6 Clause 20. Overall assessment of tenders

The overall assessment of the tenders will be calculated according to the following procedure:

1. EVALUABLE CRITERIA THROUGH A VALUE JUDGMENT (VJC): The maximum score will be 49 points.
2. QUANTIFIED CRITERIA THROUGH FORMULAS (PCCF): The maximum score will be 51 points.

The sum of the PCJV and PCCF values must always equal 100 (PCJV + PCCF = 100).

The overall score (PG) for any given Proposal will be as follows:

$$PG = PCJV + PCCF$$

Given that the score of the criteria that can be quantified by means of formulas is in any case equal to or higher than the score of the criteria that can be evaluated by means of value judgement, the constitution of the committee of experts regulated in article 146.2.a) of the LCS will not be necessary.

Classification of bids

The Contracting Committee shall classify the submitted proposals which have not been declared disproportionate or abnormal in accordance with the previous clause, in decreasing order on the basis of the criteria described in the previous clauses, and shall submit the corresponding proposal to the contracting body.

Once the Bureau's proposal has been accepted by the contracting body, the corresponding services will require the bidder who presented the best offer to submit through the LFP, S.A. Bidder's Portal the following documentation justifying the circumstances referred to in section 1 of Article 140 of the LCSP, if not been previously provided, within a period of ten (10) working days, counting from the day after the one in which the request was received:

1. Documents certifying the capacity to act

1.1. Individual employers, copy of the DNI (ID card) (Article 21 RGLCAP).

1.2. The remaining entrepreneurs: (Article 84 LCSP)

- Entrepreneurs who are legal entities shall submit the deed or document of incorporation, the articles of association or the incorporation deed in which the rules governing their activity are set out, duly registered, if applicable, in the corresponding public register, according to the type of legal entity in question.
- Non-Spanish entrepreneurs who are nationals of Member States of the European Union or of States that have signed the European Economic Area Agreement will present the document that proves their registration in the register in accordance with the legislation of the State in which they are established, or will present a sworn statement or certificate, under the terms

that will be established by regulation, in accordance with the Community implementing provisions.

- Other foreign employers must submit a report from the Permanent Diplomatic Mission of Spain in the corresponding State or from the Consular Office in the territory of which the company address is located.

2. Documents certifying the representation

Those who appear or sign proposals on behalf of another will present a sufficient power of attorney for this purpose and a authenticated and notarized photocopy of the national identity document or of the person who, where appropriate, replaces it as per regulation (Article 140.1 a) LCSP). The power of attorney must be registered in the Register of Companies in those cases where it is required by the Regulations of the Register of Companies.

Powers of attorney and their revocations, granted by administrators or attorneys-in-fact of commercial companies or by limited liability entrepreneurs may also be conferred in an electronic document, provided that the document of power of attorney is signed with the recognized electronic signature of the principal. This document may be sent directly by electronic means to the corresponding Registry.

3. Documentation accrediting the classification or solvency and commitment to the allocation of resources

- 3.1. In the event that the successful bidder has chosen to prove solvency by means of classification, the documentary accreditation of this requirement will be carried out by submitting an electronic certificate issued by the Official Register of Classified Companies of the Ministry of Finance and Public Function or notarial testimony thereof, and must include the groups, subgroups and categories specified in section II.3.1) of the prospectus.

This certificate shall be accompanied by a responsible formal statement that the circumstances expressed in the certificate have not changed.

- 3.2. In the event that the successful bidder has chosen to prove solvency according to the criteria established in sections 2 3.5 of the prospectus, it must submit the supporting documentation described in said section.

Together with the presentation, if applicable, of the annual accounts, forms EF-1, with a summary of these data, EF-2, on own resources linked to net worth and EF-3, on financial independence, will also be submitted according to the models in Annex No. 3.

- 3.3. When the bidder, in order to justify its solvency, has based it on solvency of means of other entities (article 75 of the LCSP), it must provide the following documents:

- Those that prove the solvency that the bidder possesses and the part of solvency that integrates with external means, referring to each of the criteria of solvency required in the specifications.
- A responsible formal declaration that the companies with which it integrates its capacity, in which they declare that they are not prohibited from contracting, together with the certificate that they are up to date with their tax and social security obligations.
- The commitment to make available to the successful bidder the necessary solvency and means during the execution of the contract, being jointly liable for the execution of the contract when so required in this Folder. Before the formalisation of the contract, this document must be raised to a public deed

- 3.4. Documentation evidencing that it has the means to which it has committed, in accordance with the requirements in section 2.3.3 of this Folder and, where appropriate, in the Specific Technical Specifications (Article 76.2 LCSP).

4. Documentation proving compliance with tax and social security obligations

- 4.1. Positive certificate of being up to date with their tax obligations for the purposes of contracting with the Public Sector, in accordance with the provisions of Article 150 of the LCSP and Article 13 of the RCAP.
This certificate may be presented by the bidder or authorise the contracting authority to obtain it directly.
In order to prove compliance with the obligations concerning payment of taxes by foreign Community or non-Community bidders that are not obliged to pay taxes in Spain, in accordance with the provisions of Article 60 of Directive 2014/24/UE of the European Parliament and of the Council of 26 February 2014, a certificate must be provided, translated into Spanish, from the authority of the Member State in which it has its tax headquarters regarding compliance with its tax obligations. If this is not possible, said certificate will be replaced by a declaration by the bidder responsible for the aforementioned tax situation, also translated into Spanish.
- 4.2. Proof of compliance with the tax obligations relating to the tax on economic activities (IAE) will be provided by submitting:
The registration referring to the current financial year or last receipt of payment and formal statement of not having cancelled the tax registration.
However, if the bidder is exempt from paying the tax, he must present: the registration for the tax, a formal statement of not having cancelled the registration for the tax and a formal statement of exemption from payment.
If the bidder is exempt from registration for the tax, only a formal statement on exemption from registration must be submitted.
- 4.3. Positive certificate that no claims are pending for debts due to the Social Security, for the purposes of the provisions of Article 71.1.d) of the LCSP.
This certificate may be submitted by the bidder or authorising the contracting authority to obtain it directly.
In order to prove compliance with the obligations relating to the payment of social security contributions by foreign Community or non-Community bidders, who are not obliged to pay tax in Spain, in accordance with the provisions of Article 60 of Directive 2014/24/UE of the European Parliament and of the Council of 26 February 2014, a certificate must be provided, translated into Spanish, from the authority of the Member State in which it has its tax headquarters, regarding compliance with its social security obligations. If this is not possible, this certificate will be replaced by a formal statement of the bidder concerning the aforementioned situation with regard to social security, also translated into Spanish.
5. **Protection of the definitive guarantee** and, where applicable, the additional guarantee required in the Schedule of Characteristics (section 2.5). The constitution of these guarantees can be carried out by electronic, computer or telematic means.
6. **Special Business enablement**
When in section 2.3.4 of the Schedule of Characteristics the business qualification required to carry out the service has been specified, the bidder must provide the document proving that he is in possession of this qualification.
If the requirement for the documentation indicated in the previous sections (1 to 6) is not suitably completed within the indicated period, it will be understood that the bidder has withdrawn its offer, and the amount of 3% of the base bidding budget, excluding VAT, will be required as penalty, to be made effective in the first place against the provisional guarantee, if provided, the other effects included in Article 150.2 of the LCSP also being applicable to this supposition.
In the case indicated in the previous paragraph, the same documentation will be requested from the following bidder, in the order in which the bids have been classified.

In the case of equality between two or more bidders, from the point of view of the award criteria that serve as a basis for the award, the proposal filed by the company that, at the time of proving its technical solvency, has a higher percentage of permanent workers with disabilities in its workforce will be preferred. (Article 147.1 LCSP).

11.7 Clause 21. Award, notification, formalisation and guarantees

LFP, S.A. may decide not to award or conclude the contract or to withdraw from the procedure before the formalisation of the contract, in both cases compensating the bidders for the costs incurred, in accordance with the general principles governing the Entity's liability. The Entity may not declare a tender procedure void when there is a bid or proposal that is admissible in accordance with the criteria appearing in this Folder.

11.7.1 AWARD

Once the required documentation has been presented and after the mandatory reports have been issued, the Contracting Committee will submit the proposal for the awarding of the contract to the Contracting Body, and this will be agreed, within five (5) working days following the receipt of the documentation, in a reasoned resolution that will be notified to the bidders and published in the contracting profile of LFP, S.A.

The award of the contract will be made within the two-month period regulated in Article 158.2 of the LCSP, unless a special, longer or shorter period has been established in Section 3.4 of the Schedule of Characteristics.

The periods indicated in the previous section will be extended by fifteen working days when it is necessary to follow the procedures described in Article 149.4 of the LCSP. If the awarding does not take place within the indicated periods, the bidders will have the right to withdraw their proposal.

11.7.2 NOTIFICATION

The award must be justified, the candidates or bidders will be notified simultaneously with publication in the profile of the contracting party, in accordance with Article 151.1 of the LCSP.

The communication to candidates or bidders, in accordance with the above-mentioned article, shall include the following information:

- Identification of the contracting file with indication - where applicable - of the dates of publication of the tender announcement in the BOE, the profile of the contracting party and the OJEU, where applicable.
- Name of the successful bidder.
- In relation to unsuccessful candidates, the summary of the reasons for the rejection of their tender.
- With regard to the bidders excluded from the award procedure, the reasons why their tender was not accepted, and a breakdown of the assessments assigned to the various bidders, including the successful bidder.
- In any case, the characteristics and advantages of the successful bidder's proposal determine whether the latter's bid was selected in preference to those submitted by the other bidders whose bids were accepted; and, where appropriate, the course of the negotiations or dialogue with the bidders.

11.7.3 FORMALISATION

The contract awarded will be formalised in an administrative document under the terms established in Article 153 of the LCSP; however, the successful bidder may request that the contract be raised to a public deed, at his own expense.

If the contract is subject to special appeal in contracting matters, its formalisation may not take place before fifteen working days have passed since LFP, S.A. sent notification of the award to the bidders. In this case, once this period has elapsed LFP, S.A. will require the successful bidder to formalise the contract within a period of no more than five days from the day following that in which the request was received.

If the contract is not subject to special procurement appeals, the contract will be formalised within fifteen working days of the date on which notification of the award is received.

In any case, for the formalisation of the contract, the successful bidder must produce the following documentation:

- Deed of incorporation of a joint venture including the appointment of a single representative and the participation corresponding to each of the companies (Article 60 of the LCSP), provided that the successful bidder has tendered with the commitment to set it up.
- Where the bidder, in order to justify its classification, has submitted the commitment to subcontract referred to in clause 2.3.2) of the Schedule of Characteristics of this Folder, the public deed formalising that commitment. Classification shall not be considered justified where the deed contains stipulations which imply that, if the contract were awarded to the bidder, he would not actually have the necessary means to perform the contract.
- Proof of income from advertising costs for the tender notice.

When, for reasons attributable to the successful bidder, the contract has not been formalised within the indicated period, the amount of three percent of the base bidding budget, excluding VAT, will be required as a penalty, which will be made effective first against the definitive guarantee if provided, with the other effects contained in Article 153.4 of the LCSP also being applicable to this supposition.

11.7.4 GUARANTEES

1. Provisional Guarantee

Where a provisional security is required, the file must include an explanation of the reasons why it is considered appropriate to require it for that particular contract.

The amount of the provisional guarantee, if required, will be as indicated in section 2.5 of the Specifications Document, and may not be more than 3 percent of the basic budget for the work, excluding VAT.

The provisional guarantee will be constituted in one of the forms established in paragraphs a) and b) of Article 106.3 of the LCSP, complemented by Articles 55 to 58 and 61 of the RGLCAP.

The provisional guarantee will be responsible for the maintenance of the proposals presented by the bidders until the award of the contract and for the fulfilment, by the bidder whose proposal has been selected for the award, of the obligations set forth in Art. 150.2 of the LCSP.

In the case of joint ventures, the provisional guarantee may be provided by one or more of the participating enterprises, provided that together they reach the amount required in Section 2.5.1 of the Schedule of Characteristics and jointly all the members guarantee the joint venture.

The provisional guarantee will be automatically terminated and returned to the bidders immediately after the contract is awarded. In any case, the guarantee will be retained from the successful bidder until the definitive guarantee is constituted, and will be seized from companies that unjustifiably withdraw their proposal before the awarding of the contract (Art. 106.4 of the LCSP).

The successful bidder may either apply the amount of the provisional security to the definitive one or proceed to the re-creation of the latter, in which case the provisional security shall be cancelled at the same time as the definitive one.

2. Definitive Guarantee

In accordance with Art. 107 and following of the LCSP, the bidder whose proposal has been selected for the award is obliged to constitute the definitive guarantee as specified in Art. 108 of the LCSP, and Articles 55 to 58 and 61 of the RGLCAP, within a period of ten working days, counting from the day after receipt of the request for submission, for the amount indicated in Section 2.5.2 of the Schedule of Characteristics.

The execution, return and cancellation of the definitive guarantee will be regulated, respectively, by the provisions of Articles 109 to 111 of the LCSP, and Articles 63 and 65 of the RGLCAP.

In the event of the total or partial redemption or replacement of the securities constituting the guarantee, the successful bidder is obliged to replace them in the amount necessary so that the amount of said guarantee is not reduced for this reason. This replacement must be documented.

When the price of the contract changes due to contract modifications, the guarantee will be readjusted within fifteen calendar days, counting from the date on which the modification agreement is notified to the employer, so that it is in due proportion to the price of the contract after the modification.

3. Complementary Guarantee

For the establishment, or not, of a complementary guarantee, according to Article 107.2 of the LCSP, the provisions of section 2.5.3 of the Schedule of Characteristics of this Folder will apply.

11.7.5 DOCUMENTATION TO BE SUBMITTED AT THE BEGINNING OF THE SERVICE

As stipulated in these clauses, the contractor must submit the following documentation to the person responsible for the contract, which, in the event that no specific period is established, must be delivered **within one month from the day following the formalisation of the contract:**

- a) In the event that it is necessary at the beginning of the service, the documentation established in clause 5 (Confidentiality and Data Protection).
- b) In the event that it is necessary at the beginning of the service, the documentation established in clause 6 (Information Security).
- c) Formal statement of being in possession of the insurance policies that are required in this file with express indication of the Insurance Company and policy number, as well as express statement, under its responsibility, that the insurance policy fulfils all the requirements stipulated in the specifications, and that it will remain in force during the time specified in the specifications. This declaration should be accompanied by a certificate issued by the insurer, which states the amounts and risks insured and the expiry date of the insurance policy.

CHAPTER III. EFFECTS OF THE CONTRACT

12 EFFECTS OF THE CONTRACT

12.1 Clause 22. Contract Manager

The contracting body of LFP, S.A. must appoint a Contract Manager who will be responsible for supervising the execution of the contract and adopting the necessary decisions and instructions in order to ensure the correct performance of the agreed service, within the scope of the powers attributed to him.

The Contractor's Works Delegate must be the technician who appears on the nominal list offered by the bidder or who is authorised by the Contracting Body, in the case of substitution, with accredited experience in works of a similar nature to those which are the object of this contract.

The Contractor undertakes to authorise his representative(s) and/or proxy(ies) to communicate with the Contracting Entity, by means of a digital signature in those procedures, communications, etc., that the latter may determine. Likewise, the Contractor undertakes to ensure that the authorisation to act by means of a digital signature meets the technical and technological requirements, etc., that the former communicates to it in order to guarantee the corresponding compatibility with its requirements.

12.2 Clause 23. Checking the layout

The record of verification of the layout shall be drawn up within one month of the date of formalisation of the contract
(article 237 of the LCSP and clauses 24, 25, and 26 of the General Specifications).

12.3 Clause 24. Occupational Health and Safety Plan

Within twenty-one calendar days from the notification of the award and after carrying out the prior joint visit in accordance with point 9 of the Technical Specifications, the contractor shall submit the Occupational Health and Safety Plan to LFP, S.A. The Health and Safety Coordinator or, in his absence, the Person Responsible for the Prevention of Occupational Risks, will inform within seven calendar days about the origin of its approval and, if not, will indicate the points to be corrected, for which a period will be assigned according to the importance of the corrections, never exceeding seven calendar days.

In any case, the maximum period for the approval of the Health and Safety at Work Plan will be one month from the signing of the contract. If it is not possible to begin the work when authorisation is received to start it because the contractor does not comply with the deadlines indicated in the previous paragraph, no extension of the deadline may be requested for this reason. When this is stipulated in Section IV.5 of the Schedule of Characteristics, such non-fulfilment shall give rise to the imposition of a daily penalty of 0.60 Euros for every 1,000 Euros of the contract price.

12.4 Clause 25. Deadlines

The successful bidder is obliged to comply with the total period set for the completion of the contract and the partial periods, if any, indicated for its execution.

All these deadlines will start from the day following the signing of the document verifying the layout.

Under the terms provided for in Art 144 of the RGLCAP, and in accordance with the provisions of Clause 27 of the General Administrative Specifications, the contractor will present a DETAILED WORK PROGRAMME that develops the one submitted by the Bidder in the proposal accepted by LFP, S.A. This work programme CANNOT MODIFY any of the contractual conditions (except the readjustment of annuities in the event of differences with the actual conditions established in the award) and, therefore, will coincide with the total period, critical path and partial periods offered, which in no case may exceed the maximums considered in Annex 3 of this Folder.

The programme, once approved by LFP, S.A. will be incorporated into the CONTRACT.

The Contracting Body shall decide, in accordance with Article 144 of the aforementioned RGLCAP, on the Work Programme submitted.

12.5 Clause 26. Payment Scheme

The provisions of Articles 198 and 199 of the LCSP and concordant articles of the RGLCAP shall apply.

On the basis of the system of units and unit prices, the contractor will have the right to charge for the work actually carried out, in the terms established in this Folder, in the Technical Specifications, the LCSP and the RGLCAP, as well as in any other legal provisions that may be applicable.

The amount of the works actually executed will be credited monthly, for which LFP, S.A. through the Contract Manager, will approve monthly CERTIFICATIONS that will include the work actually executed during said period of time.

LFP, S.A. shall have the power to withhold from the payments due to the contractor the amount necessary to guarantee the collection of the debts they have with the Entity, in accordance with the corresponding internal procedure.

The CONTRACTOR may carry out the work more quickly than is necessary to execute the work within the contractual term or terms, unless, in the opinion of the Management of the work, there are reasons to consider it inconvenient. However, it shall not have the right to receive in each year, whatever the amount of what has been executed or of the approved certifications, a greater amount than that allocated for the corresponding year.

12.6 Clause 27. Price Review

If the price review proceeds according to the Schedule of Characteristics, the legal regime of the price review will be as established in articles 103 to 105 of the LCSP, as well as articles 104 to 106 of the RGLCAP. The formula indicated in Section 4.2 of the Schedule of Characteristics will be applied.

The amount of the revisions that apply will be made by means of the corresponding credit or discount in the certifications or partial payments that apply or in the settlement of the contract when they have not been included in said certifications or partial payments.

12.7 Clause 28. Special conditions of execution

For the purposes of Article 202 of the LCSP, and when expressly established in Section 4.3 of the Schedule of Characteristics, the following will be considered as special execution conditions, as well as any other that is expressly established in the aforementioned Section:

12.7.1 MEDIA ALLOCATION

The successful bidder shall be obliged to maintain all the means necessary for the execution of the contract, and in particular the personal and material means specifically required in section 2.3.3 of the Schedule of Characteristics.

12.7.2 ALL-RISK CONSTRUCTION INSURANCE

The contractor must have taken out comprehensive construction insurance for the insured sum determined in section 4.3 of the Schedule of Characteristics.

The accreditation of said insurance will be made prior to the beginning of the execution of the contract, by submitting a formal statement on the validity of the insurance policy, in the described conditions, until the end of the warranty period established in the specifications, together with a certificate issued by the insurer detailing the amounts and insured risks and the expiry date of the insurance policy.

This condition may be fulfilled by means of the extension to the present contract of the valid all risk construction insurance subscribed by the company awarded the contract, provided that the insured sum required in the specifications is covered and this is proven by an appropriate certificate issued in the name of the insurance company by a person with sufficient power.

12.7.3 CIVIL LIABILITY INSURANCE

The contractor must have taken out civil responsibility insurance for the whole period of execution, for the insured sum determined in section 4.3 of the Schedule of Characteristics. This policy must include damages caused to third parties as a consequence of the execution of the work, attributable to the CONTRACTOR and his collaborators.

The accreditation of said insurance will be made prior to the beginning of the execution of the contract, by submitting a formal statement on the validity of the insurance policy, in the described conditions, until the end of the warranty period established in the specifications, together with a certificate issued by the insurer detailing the amounts and insured risks and the expiry date of the insurance policy.

This condition may be fulfilled by means of the extension to the present contract of the valid all risk construction insurance subscribed by the company awarded the contract, provided that the insured sum required in the specifications is covered and this is proven by an appropriate certificate issued in the name of the insurance company by a person with sufficient power.

12.7.4 SOCIAL OBLIGATIONS

When in section 4.3 of the Schedule of characteristics the fulfilment of obligations of a social nature is required as a special condition for performance, the contractor is obliged to comply with the following:

- a) To employ a percentage of permanent workers equal to or greater than 20% in the execution of the contract.
- b) To employ in the execution of the contract a percentage of workers that, out of the total of new jobs that are carried out, is equal to or higher than the national average in the construction sector, provided that the availability of the construction labour market allows it.
- c) To employ in the execution of the contract a percentage of workers with disabilities equal to or greater than 1%, provided that the availability of the construction labour market allows it.
- d) Execute the work in strict compliance with the legislation on prevention of occupational hazards. Without prejudice to other liabilities for infringement of these rules, this contract will be considered to have been essentially breached when, during the execution of the work and within a period of one year, two very serious penalties have been imposed by the labour authority with a final decision in administrative channels for non-compliance with legislation on the prevention of occupational hazards.

For the purposes of point b) above, the reference to the national average in the construction sector, regarding the percentage of female personnel, shall be understood to refer to the data from the labour force survey as of December of the year immediately prior to the award of the contract.

For the purposes of points b) and c) above, in order to ascertain the availability of the construction labour market, the SEPE will certify the existence of demand for employment of women and people with disabilities in the construction industry to fill the jobs required for the execution of the contract. Once this certificate has been requested by the company awarded the contract and one month has passed without issuance thereof by SEPE, it will be understood, for these purposes, that there are no applicants of these characteristics to cover these jobs.

The successful bidder will control the observance of the social conditions by subcontractors, whose data will be calculated jointly with those of the successful bidder for the purposes of compliance with said social obligations.

Notwithstanding the above, the subcontractors who prove compliance with said social conditions during the year immediately prior to the conclusion of the subcontract will be exempted from proving compliance with this condition during the validity of the contract. This accreditation shall be carried out by means of a formal statement accompanied by relevant supporting documents, to be sent by the successful bidder to the contracting body together with the prior notification of the subcontract.

12.7.5 CONFIDENTIALITY

When specified in section 4.3, the contractor will be obliged to keep confidential any data or information which, although not public or well-known, is related to the object of the contract, or which he may have become aware of due to the execution thereof. This confidentiality will exist, in any case, with regard to all information which, by its very nature, must be treated as such (Article 133 of the LCSP).

12.7.6 OTHER INSURANCES AND/OR DOCUMENTS

Section 4.3 of the Schedule of Characteristics will indicate other special conditions of execution that the contractor is obliged to comply with during the execution of the contract and which will be verified and demonstrated in the manner established in this Folder.

12.8 Clause 29. INTEGRITY AND ANTI-FRAUD CLAUSE

12.8.1 OBLIGATIONS OF TENDERING COMPANIES AND OF THE SUCCESSFUL BIDDER

Participation in the call for tenders referred to in this Folder implies that the bidders and the subsequent successful bidder assume the following obligations:

- a) Respect for the principles of equality, free competition, transparency and integrity.
- b) To refrain from directly or indirectly requesting any position or employee of the Contracting Entity, or any other, to exert influence on the awarding of the contract.
- c) To respect the principles of the free market and competitive advantage, and refrain from conduct that is intended to or may have the effect of preventing, restricting or distorting competition such as collusive behaviour or fraudulent competition (backup offers, elimination of offers, allocation of markets, rotation of offers, etc.).
- d) To report through the Ethical Channel available on the LFP, S.A. website any act, conduct or irregular situation of which it becomes aware that may arise in the public contracting processes.
 - In addition to the above, the successful bidder undertakes to know and accept the Code of Ethics and Conduct of LFP, S.A. (available on the LFP, S.A. website) and undertakes to report any risk or breach of contract of which it becomes aware during the execution of the contracts through the Ethical Channel of LFP, S.A. available in its website. It also undertakes to inform its employees related to the object of the contract, the existence of the Code of Ethics and Conduct of LFP, SA as well as the availability of the Ethical Channel for reporting any risk or infringement they may become aware of during the validity of the contract. **NOT APPLICABLE AS SAID CODE OF ETHICS IS IN DEVELOPMENT.**
- e) To immediately notify the contracting body and/or the Regulatory Compliance department of LFP, S.A. (buzon-etico@lfpertus.com) of any apparent or real conflicts of interest of which they may become aware in the context of the process and execution of the contract.
- f) To refrain from offering or providing personal or material advantages to positions or employees of the contracting Entity, either for themselves or for persons linked to their family or social environment, including those of the spouse or person with whom they live in an analogous relationship, relatives within the fourth degree of consanguinity or second degree of affinity.
 - In addition to the above, the successful bidder undertakes to take reasonable steps to prevent said offers from subcontractors, agents or any other third party connected with the subject matter of the contract and subject to its control or decisive influence.
- g) To observe the principles, rules and ethical standards specific to the activities, trades or professions corresponding to the services covered by the contracts.
- h) To refrain from carrying out actions that put the public interest at risk.
- i) To respect confidentiality agreements and rules.
- j) To collaborate with the contracting body in the actions that it carries out to monitor or evaluate compliance with the contract, particularly by providing the information requested for these purposes and imposed by legislation on transparency and public sector contracts on those awarded the contract in relation to the Administration, without prejudice to compliance with the obligations of transparency that correspond directly to them by legal provision.
- k) To apply the maximum diligence in the knowledge, promotion and fulfillment of the current legality.
- l) To ensure the principle of compensation, as well as anonymity and confidentiality for persons who report irregularities.
- m) To execute the contract with criteria of equity and fiscal transparency, so that the income or profits from this contract will be fully declared and taxed in accordance with current tax legislation, without

under any circumstances being allowed to use domiciles and their consequent taxation in any country on the list of tax havens established by the OECD, either directly or through subsidiary companies.

12.8.2 CONSEQUENCES OF NON-COMPLIANCE

Failure by tendering companies to comply with the rules of conduct defined in this clause may give rise to exclusion from the corresponding tendering procedure and, if the cases provided for in the legislation in force are met, a ban on contracting.

In relation to the company awarded the contract, the rules of conduct defined in this clause are considered to be essential obligations, and their infringement is classified as very serious, with the Contracting Entity being authorised, depending on the circumstances and taking into account the principles of graduation of the penalty, contradiction and proportionality, either to impose a penalty of up to 10% of the contract price (excluding VAT) for each infringement, without their sum total exceeding 50% of the contract price, or to terminate the contract for reasons attributable to the contractor with the appropriate effects. The above penalties are independent of the duty to compensate the Contracting Entity for any damages caused by conduct contrary to that established in this clause.

In the cases contemplated in the legislation in force, non-compliance with these obligations may constitute grounds for prohibition to contract.

12.9 Clause 30. Penalties

a) For failure to comply with special performance conditions.

Compliance by the successful bidder with the special performance conditions may be verified by the contracting authority at any time during the performance of the contract and shall in any event be checked at the time of receipt of the works.

When in section 4.3 of the Characteristics Schedule any or all of the obligations mentioned in that section have been qualified as a special condition for performance, failure to comply with them will give rise to the imposition of the following penalties on the contractor:

- As a general rule, the amount will be 1% of the contract price, unless the contracting authority considers the non-compliance to be serious or very serious, in which case it may be up to 5% or 10% respectively. Repeated non-compliance may be taken into account in assessing the severity thereof.
- Said penalties will be made effective by means of deduction of the amounts that, by way of total or partial payment, must be paid by the contractor, or on the guarantee, in accordance with Article 110 b) of the LCSP.

b) For defective compliance (quality of the work done) and for delay (effective performance).

If this has been foreseen in section 4.5 of the Schedule of Characteristics, the penalties foreseen in point 15 of the Technical Specifications and articles 192 to 196 of the LCSP may be imposed on the contractor

The loss of the guarantee or the amounts of the penalties do not exclude the compensation of damages to which LFP, S.A. may be entitled due to contractor's delay.

If the delay is caused by reasons not attributable to the contractor, the provisions of Article 195.2 of the LCSP will apply.

In any case, declaring the contractor to be in default will not require previous notice from LFP, S.A.

12.10 Clause 31. Modification of the contract

For the possibility that this contract may be modified, the provisions of section 4.6 of the Schedule of Characteristics will be applied in accordance with that established by art. 203 of the LCSP.

In the event that the aforementioned section so indicates, this contract may be modified. Thus, once the contract has been perfected, LFP, S.A. may introduce modifications in it for reasons of public interest, and in the cases and in the form, foreseen below, duly justifying their need in the file.

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

12.10.1 PLANNED MODIFICATIONS. ASSUMPTIONS

As stipulated in Article 204 of the LCSP, the cases in which this contract may be modified will be those indicated in Section 4.6.1 of the Schedule of Characteristics of the Tender Documents.

12.10.2 PLANNED MODIFICATIONS. SCOPE AND LIMITS

As regards the percentage of the contract price that may be affected at most by modifications to the contract, the provisions of Section 4.6.1 of the Schedule of Characteristics of this Tender shall apply, bearing in mind that the maximum limit of these foreseen modifications will be twenty percent of the initial contract price, and that this modification may not involve the establishment of new unit prices not foreseen in the contract (Article 204.1 of the LCSP).

12.10.3 PLANNED MODIFICATIONS. PROCEDURE

With regard to the procedure to be followed for the processing and approval of modifications to the contract that are made, the provisions of Article 242 of the LCSP will be followed.

In any case, the processing will require the Authorization to the Editor of LFP, S.A. The technical approval of the modified project and the approval of the expense file.

12.10.4 UNFORESEEN CHANGES

Modifications not specified in this Folder may only be made when the modification in question complies with the requirements and procedure set out in Articles 205 - 207 of the LCSP.

In accordance with Article 206 of the LCSP, said modifications will be obligatory for the contractor when they involve, either individually or jointly, an alteration in their amount that does not exceed 20 percent of the initial price of the contract, excluding VAT. In other cases, the modification will only be agreed by the contracting body with the prior written consent of the contractor, otherwise the contract will be terminated.

In those cases in which the price is determined by means of execution units, the variation that occurs during the correct execution of the contract shall not be considered a modification, exclusively in the number of units actually executed over those provided for in the contract, which may be included in the settlement provided that they do not represent an increase in expenditure above 10% of the contract price.

12.11 Clause 32. Subcontracting

12.11.1 GENERAL CONDITIONS

The contractor may agree with third parties to carry out part of the service subject to the provisions of the specifications, and to the provisions of Articles 215 to 217 of the LCSP. In any case, the contractor must communicate in writing, after the award of the contract and, at the latest, when the execution of the contract begins, to the contracting body the intention to enter into subcontracts

When the contractor does not comply with the conditions for subcontracting established in Article 215.2 of the LCSP or the special maximum limit that may be established for subcontracting in Section 4.5 of the Schedule of Characteristics, the penalty regulated in Article 215.3 will be imposed, subject to the following:

- This will be made effective by means of a deduction of the amounts that, by way of total or partial payment, must be paid to the contractor, or on the warranty, in accordance with Article 110.b) of the LCSP.
- As a general rule, the amount will be 5% of the amount of the sub-contract, unless the contracting authority considers the breach to be severe or very severe, in which case it may reach up to 10% or the legal maximum of 50%, respectively.

Repeated non-compliance may be taken into account in assessing the severity.

By request of the Entity, the contractor shall be obliged to refer to LFP, S.A. a detailed list of subcontractors who participate in the contract when their participation is perfected, together with the subcontracting conditions of each that are directly related to the payment period. Likewise, at the request of the LFP, S.A., they must provide proof of compliance with the payments made to them once the service has been completed within the payment periods legally established in Article 216 and in Law 3/2004 dated 29 December.

The verification actions and the imposition of penalties for non-compliance stipulated in the previous paragraph shall be compulsory for LFP, S.A. when the estimated value of the contract exceeds 5 million euros and where the amount of the subcontracting is equal to or greater than 30 percent of the contract price, in relation to payments to subcontractors who have contractually undertaken with the main contractor to perform certain parts.

These obligations will be considered essential conditions of execution, for the purposes set out in Clause 35 of this Folder.

Likewise, failure to comply with this clause, in addition to the consequences provided for by the legal system, will allow the imposition of the penalties established in this clause.

12.11.2 SUBCONTRACTING IN CONTRACTS WHOSE OBJECT INVOLVES THE PROCESSING OF PERSONAL DATA

When the specifications allow the subcontracting of activities that are the object of the specifications, and in the event that the successful bidder intends to subcontract the execution of the contract with third parties and the subcontractor, if contracted, must have access to Personal Data, the successful bidder will inform LFP, S.A. in advance. The contractor shall identify the processing of personal data it involved so that LFP, S.A. may decide, if appropriate, whether or not to grant its prior authorisation to said subcontracting.

In any case, in order to authorize the hiring, it is an essential requirement that the following conditions are met (although, even if met, it is up to LFP, S.A. to decide whether or not to grant such consent):

- That the processing of personal data by the subcontractor complies with current legislation, with the provisions of this Folder and with the instructions of LFP, S.A.
- That the successful bidder and the subcontracting company formalise a contract for data processing in terms no less restrictive than those established in this Folder, which will be made available to LFP, S.A. by simple request to verify its existence and content.

The successful bidder will inform LFP, S.A. of any change foreseen in the incorporation or substitution of other subcontractors, thus giving LFP, S.A. the opportunity to grant the consent foreseen in this clause. Failure by LFP, S.A. to respond to such a request by the contractor is equivalent to opposing such changes.

12.11.3 SUBCONTRACTING IN CONTRACTS WHOSE OBJECT INVOLVES THE DEVELOPMENT OF APPLICATIONS AND/OR ACQUISITION OF HARDWARE/SOFTWARE EQUIPMENT RELATED TO COMMUNICATION NETWORKS AND/OR INFORMATION SYSTEMS

When the object of the contract is the development of applications and/or the acquisition of hardware/software equipment related to communication networks and/or information systems, any subcontracting during the execution of the service must be communicated to and expressly authorised by LFP, S.A.

The contractor shall be liable for any failure by the subcontractor or its personnel to comply with the obligations set out in the Annex concerning cyber security and information security.

12.12 Clause 33. Costs payable to the contractor

12.12.1 COSTS OF CONTRACT FORMALISATION

If the contract is formalised by public deed, the successful bidder will provide LFP, S.A. with a copy of the deed. The costs of formalisation shall be borne by the successful bidder.

12.12.2 FEES AND TAXES

The contractor will be responsible for all taxes of any kind levied on the operations necessary for the execution of the work and, in particular, the fees for the provision of the optional work of layout, management, inspection and settlement of the work and any other that may be applicable in accordance with the provisions in force, in the form and amount indicated by them, as well as the tax on constructions, installations and works, in the event that the latter is payable.

12.12.3 EXPENDITURE ON WASTE MANAGEMENT

The contractor will be responsible for all the costs of the waste generated by the work, from the layout and location of the landfill sites to the management of waste by an authorised company, including internal transport from the site to the landfill and to the recycling centre. In short, all the activities detailed in its Environmental Action Programme.

The use of the containers in the waste deposit site installed in the Maintenance Base is expressly forbidden. The Contractor must contract at his own expense (rental, transport, removal) the containers or other type of receptacle as needed to collect the waste generated on site.

12.12.4 EXPENSES DERIVED FROM PREVENTIVE ACTIVITY ON SITE

If the works tendered do not include a specific item for prevention of occupational risks, the Contractor shall be responsible for any expense included in the Health and Safety Report submitted (individual and collective protection equipment, signage - indicated in point 12.12.1.2 -, site cabins or urinals, etc.), and the expenses shall also include the cost of the Site Safety Coordinator, in the event that Spanish or French regulations require the presence of this preventive figure on site.

The Health and Safety Report submitted must include, based on the type of work to be carried out, the need for this preventive figure, and provide for its cost, which will be included in the overall offer.

12.13 Clause 34.- Damage to third parties

The contractor will respond in accordance with Article 196 of the LCSP for any damage caused to third parties as a consequence of the execution of the work.

CHAPTER IV. TERMINATION OF THE CONTRACT

13 TERMINATION OF EMPLOYMENT

13.1 Clause 35. Compliance with the contract

The reception of the contract will be governed by the stipulations set forth in Article 210 of the LCSP.

The work will be carried out in strict accordance with the stipulations contained in this Folder and with the project that serves as the basis for the contract as well as with Articles 237 and following of the LCSP and in accordance with the instructions that in the technical interpretation of the project the person responsible for the contract will give to the contractor.

On receipt, the contractor's compliance with the following obligations shall be checked in particular:

- The final clearance of the works, with the contractor having to restore the areas affected by the works to their original condition and not occupied by them.
- The maintenance of the all-risk construction insurance (clause 28).
- The maintenance of civil liability insurance (clause 28).
Proof of this fulfilment can be made by means of the presentation, by the contractor, of a formal declaration on the maintenance, during the whole life of the contract, of the corresponding insurance, together with a certificate issued by the insurer, in which the amounts and insured risks and the expiry date thereof are stated.
- Social and/or environmental obligations (clause 28).
The contractor will be required to submit a formal declaration on compliance, throughout the execution phase of the contract, with the obligations imposed by this Folder, of a social and environmental nature, which will include a list of these obligations and details of their compliance.
- Non-defective performance of the contract [clause 30(b)].
- Compliance with the award criteria.
- Compliance with reporting obligations in case of subcontracting (clause 32)
- The fulfilment of the rest of the special conditions for the execution of the contract (clause 28).

LFP, S.A. will be authorised to carry out partial receptions of those parts of the work in which the requirements of article 243.5 of the LCSP are met.

13.2 Clause 36. Term of warranty

The warranty period will be as indicated in section 5.1 of the Schedule of Characteristics of this Folder and will commence from the date of partial or total receipt.

During the warranty period, the provisions of article 167 of the RGLCAP will be applied as regards the contractor's obligations, as well as the power of LFP, S.A., in the event of non-compliance, to carry out the necessary work for the conservation of the work at the contractor's expense.

All costs incurred in the conservation of the works during the warranty period will be borne by the contractor, who will not be entitled to any compensation for this. Exceptions are made for damages caused to the work due to *force majeure*, which will be borne by LFP, S.A. although the Entity will have the power to require the contractor to carry out the repair work.

13.3 Clause 37. Final certification and settlement of the contract

Within three months of receipt, the final certification of the work carried out must be approved and paid to the contractor on account of the settlement of the contract. Where the estimated value of the work exceeds EUR 12 million, this period may be extended to a maximum of five months, provided that the documentation for the final certification justifies the particular complexity of the settlement and measurement operations.

In the Final Certification, the measurement of the work actually carried out by the contractor will be carried out, and this will include, if applicable, any excess measurements and new prices that meet the requirements of Article 242.4 of the LCSP.

Within a period of fifteen days prior to the fulfilment of the warranty period, the Contract Manager shall, on his own initiative or at the request of the contractor, draw up a report on the state of the works.

If this is favourable, the contractor will be relieved of all responsibility, except for that provided for hidden defects in Art. 244 of the LCSP, and the guarantee will be returned or cancelled, the contract will be liquidated and, if appropriate, the outstanding obligations will be paid within sixty days.

In the event that the report is not favourable and the noted defects are due to deficiencies in the execution of the work and not to the use of what has been built, during the warranty period, the person responsible for the contract will proceed to issue the appropriate instructions to the contractor for the proper repair of what has been built, granting a period for this purpose during which the contract will continue to be responsible for the conservation of the work, without the right to receive any amount for the extension of the warranty period.

13.4 Clause 38. Termination of the contract

The resolution of the contract will be governed by the general terms set forth in Articles 211 to 213 of the LCSP and specifically for the works contract in Articles 245 and 246 of the LCSP.

For the purposes of assessing the cause for resolution established in Article 211.f) of the LCSP, breaches of essential contractual obligations will be considered:

- Failure to comply with the obligations which, in section 4.3 of the Schedule of Characteristics, would have been classified as special conditions of the contract.
- Failure to comply with the partial deadlines established in the approval of the contractor's work programme, when it is impossible to meet the deadline for carrying out the work.
- Failure to comply with the deadlines set for the presentation of the Health and Safety at Work Plan.
- Incomplete or false declaration of the list of companies that make up the business group to which the contractor belongs.
- Any serious breach of the stipulations contained in the documents of contractual value cited in section 1.4 of the Schedule of Characteristics, which shall, for these purposes, have the character of a special condition for the execution of the contract.

- The assignment of the contract or subcontracting without the knowledge or prior authorisation of LFP, S.A.
- The interruption or abandonment of the work without justified cause or authorization.
- The express waiver of the execution of the work as per contracted terms.
- The execution of the work in terms different from those contained in the contractual documents.
- The seriously deficient execution of the work.
- Disobedience of the orders given by LFP, S.A.
- Failure to comply with the provisions on the replacement of personal or material means.
- The contractor awarded the contract shall be obliged, during the performance of the contract and until its settlement, to remain in a position in which he is not banned from contracting. When the contractor, after the formalisation of the contract, during its execution or before its liquidation, has been declared to be unfit to contract with this Entity or with the State Public Sector, as well as when, as a result of the formalisation of the contract, he is in a situation of incapacity to contract, the Entity will be authorised to terminate the contract.

13.5 Clause 39. Submission to the legislation and the Folder documents

The contract to which this Tender Document refers is of an administrative nature and the regulations of the LCSP and RGLCAP, Royal Decree 817/2009 of 8th May, which partially develops Law 30/2007, the Budget Law in force, and other provisions dictated for the precise fulfilment of the Legislation on Public Sector Contracts and the General Administrative Clauses for the contracting of State works, approved by Decree 3854/1970 of 31st December, are applicable to it insofar as it does not oppose the LCSP and the RGLCAP.

With the exception of the provisions of the following clause of the agreements subject to Special Appeal in Contracting Matters, against the agreements issued by LFP, S.A. in execution of its prerogatives, a contentious-administrative appeal may be lodged with the appropriate jurisdictional bodies of the Contentious-Administrative Jurisdiction within a period of two months from the day following its receipt.

Notwithstanding the above, the party may, within one month, lodge an appeal for reversal with the same body that issued the resolution that is notified, in accordance with the provisions of Articles 123 and 124 of Law 39/2015 dated 1 October, on Common Administrative Procedure of the Public Administrations, or file any other appeal that it deems appropriate.

13.6 Clause 40. Special Recourse to Contracting

The acts and decisions listed in Article 44.2 of the LCSP will be subject to special appeal in matters of contracting, to which the provisions of Articles 44 and following of the LCSP will be applicable.

ANNEXES

14 ANNEX N° 1: ECONOMIC PROPOSAL MODEL

Mr.....on behalf of and representing.....) residing..... in the province ofwith knowledge of the announcement published in the Official State Gazette of (date) and of the conditions and requisites required for the award by open procedure of the works of the Project of , undertakes on behalf of..... (himself or the Company he represents), to carry out said works with strict adherence to the expressed requisites and conditions, in the following terms:

Price (WITHOUT VAT) (1)	
VAT (2)	

Code	You	Description	Unit price(euros)
P1	M	INSTALLATION OF NEW RAIL WITH ANTI-CORROSION TREATMENT, INCLUDING STOCKPILING, TRANSPORT, TREATMENT, REMOVAL OF OLD RAIL AND WELDING WORK, INSPECTION, CONTROL AND LAYOUT.	

1. The proposal to be made, clearly expressing the amount in euros, in letter and number (without VAT), will be the amount resulting from the attached General Budget.
2. The amount of Value Added Tax to be charged must be indicated as a separate item.

Date and signature of the Bidder

(Date)

15 ANNEX NO. 2: MODEL OF BINDING STATEMENT SUPPLEMENTARY TO THE ESPD

Mr/Mrs., with DNI..... in (his/her own name or of the company he/she represents) with address inprovince of, being aware of the announcement published in the profile of the contracting party of (contracting body) on (date)....., for the award of the contract for works with code..... and title..... (identification of the contract), certifies by means of this binding statement the following points:

a. Membership or not of a business group

DECLARES that the bidder is part of a business group, within the meaning of Article 42 of the Commercial Code. It will provide the list of companies that are part of the group to which the individual bidder belongs or any of the companies that bid with the commitment to form a joint venture, expressing the circumstance that justifies the link to the group, or not belonging to any business group

Yes / No

If so, list the companies in the business group:

.....
.....

(If necessary include the list of these companies in another document)

That there are other companies of the group, understanding as such those that are in any of the cases of article 42 of the Commercial Code, that have presented proposals to the bidding:

Yes / No

If so, list the companies in the business group:

.....
.....

(If necessary include the list of these companies in another document)

b. In the awarding of contracts for the purpose of monitoring, controlling, supervising and directing other related contracts:

It is involved in the incompatibility cause regulated in article 70.2 of the LCSP:

Yes / No / Not Applicable

Should the situation of incompatibility arise after the award of this contract, I declare that I will immediately notify LFP, S.A. of the situation.

Likewise, during the execution of this contract I shall not enter into any contracts or subcontracts with the company that has been awarded such contracts and which intend to collaborate in the execution thereof.

Yes / No

c. Additional documentation required from all foreign companies (where applicable).

DECLARES that it shall submit to the jurisdiction of the Spanish Courts and Tribunals of any order, for all the disputes that, directly or indirectly, could arise from the contract, waiving any foreign jurisdiction that it could be entitled to.

Yes / No / Not Applicable

d. Feasibility of the construction project/technical specifications

DECLARES that the execution of the construction project and/or, where appropriate, the Technical Specifications are feasible:

Yes / No

e. Workers with disabilities

CERTIFIES that it has a percentage of % of workers with disabilities

f. Circumstances and data registered in the ROLECE

Have the circumstances and data registered in the ROLECSP changed since the date of certification submitted for this tender?

Yes (Specify which) / No

.....
.....

g. Required business qualification to perform the service

He/she declares that he/she has the required special qualification to carry out the service, specified in section 2.3.4 of the Schedule of Characteristics.

Yes / No / Not Applicable

Signature:

16 ANNEX NO. 3: FORMS TO JUSTIFY ECONOMIC SOLVENCY (FORMS EF-1, EF-2, EF-3)

16.1 Form EF-1

(By company and joint venture, if applicable)

Entity:

	INVOICING (F)	PROCUREMENT
Year		
Year		
Year		

Date and signature

.....

16.2 Form EF-2

(By company and joint venture, if applicable)

Entity:

BALANCE SHEETS (1) (2)									
ASSETS		Year	Year	Year	LIABILITIES		Year	Year	Year
WORKING	(A)				EXTERNAL RESOURCES	(C)			
Available at	(A1)				Requireable at short notice	(C1)			
Requireable	(A2)				Requireable long term	(C2)			
Available at	(A3)								
FIXED	(B)				OWN RESOURCES	(D)			
Financial	(B1)				Capital	(D1)			
Material	(B2)				Reserves	(D2)			
Intangible	(B3)								

Notes:

- (1) These must be the official balance sheets.
- (2) At least values A, B, C, and D must be provided on this form.

Date and signature

.....

16.3 Form EF-3

(By company and joint venture, if applicable)

Entity:

INDEX OF:	Guarantee	Resources	Financial Independence	Financial Dependence
FORMULA	$(A+B)/C$	D/C	$D/(A+B)$	$C/(A+B)$
Year				
Year				
Year				

DEFINITION OF INDEXES AND DATA REQUESTED:

GUARANTEE (or total solvency):	$\frac{\text{Working capital} + \text{Fixed assets}}{\text{Outside resources}} = \frac{A + B}{C}$
RESOURCES:	$\frac{\text{Own resources}}{\text{Outside resources}} = \frac{D}{C}$
FINANCIAL INDEPENDENCE:	$\frac{\text{Own resources}}{\text{Working capital} + \text{Fixed assets}} = \frac{D}{A + B}$
DEPENDENCE:	$\frac{\text{Outside resources}}{\text{Working capital} + \text{Fixed assets}} = \frac{C}{A + B}$

Date and signature

.....

16.4 Technical Annex

A. DATA AND FORMS FOR THE TECHNICAL STUDY OF THE EXECUTION OF THE WORKS.

- a) Framework Plan, if applicable.
- b) Work schedule.

B. PARTIAL DEADLINES

The parts of the work indicated below shall have the following maximum periods for commencement and/or completion, counted in months, from the date of the authorisation given by LFP, S.A. for the commencement of the works.

Deadline for:

PART OF THE WORK START.....COMPLETION

(To be filled in by LFP, S.A.)

Date and signature of the Bidder

.....

C. SUBCONTRACT MODEL

(*) In the event of subcontracting partial execution of the contract, the main contractor may use this Subcontract Model or any other. However, even in the event of not using this model, the contractor shall be obliged to keep in its possession a copy of the subcontract model signed and the documentation derived from compliance with its clauses, and to deliver them to LFP, S.A. when required, in compliance with Stipulation Eight in relation to Stipulations Five and Six of the aforementioned Model.

MODEL FOR SUBCONTRACTING WORKS AND INSTALLATIONS

In..... (date)

THE PARTIES CONVENE:

Mr.of legal age and residing at
....., with N.I.F., in the name of (company)
.....CIF....., whose representation is accredited by means of a copy of the
power of attorney grantedby..... Notary Public of Mr
..... Said company has its registered office at
(address).....and is registered in..... the
Mercantile Register ofgeneral..... volume..... of section..... of.....
the Book of Companies....., page..... no....., hereinafter referred to as the
CONTRACTOR.

Mr.....of legal age and residing at
....., with N.I.F., in the name of (company)
.....CIF....., whose representation is accredited by means of a
copy of the power of attorney grantedby..... the..... Notary Public ofMr.
.....The aforementioned company has its registered
office at (address).....and is registered at
the Mercantile Register in thegeneral..... volume..... of section.....
of..... the Book of Companies....., page,inscription.....,
hereinafter referred to as the SUBCONTRACTOR.

AND DECLARE:

- I. That the CONTRACTOR is the successful bidder of the works.....
..... contract , File No.....LFP, S.A. , according to
the conditions established in the Particular Administrative Conditions that govern the
aforementioned contract and in accordance with that stipulated in the contract datedsigned
by both parties.
- II. That the SUBCONTRACTOR is interested in the execution of the part of the contract
corresponding to
- III. That both parties are aware of and subject to the legal obligations regarding subcontracting
established in Articles 215 and following of Law 9/2017 dated November 8 on Public Sector
Contracts, by which the Directives of the European Parliament and Council 2014/23/EU and
2014/24/EU, of 26th February 2014 (LCSP) are transposed into Spanish law, and, recognising each
other sufficient legal capacity, agree to the following:

STIPULATIONS

FIRST - This document regulates the conditions for subcontracting the works
.....that the SUBCONTRACTOR undertakes to carry out in the works contract, file number
.....established between the CONTRACTOR and LFP, S.A.

The CONTRACTOR declares under its responsibility that the Amount of the services that are subcontracted through this document, together with the rest of the services that have been subcontracted, does not exceed the percentage established as the limit of the subcontracting in the Specific Administrative Clauses applicable thereto.

SECOND - The SUBCONTRACTOR shall be bound only to the main CONTRACTOR, which shall therefore assume full responsibility for the execution of the contract with respect to LFP, S.A. in strict accordance with the specific administrative clauses and the terms of the contract.

THIRD - The CONTRACTOR undertakes to pay the SUBCONTRACTOR the agreed price, within the terms and conditions agreed by both parties, which shall not be more unfavourable than those established between the CONTRACTOR and LFP, S.A.

FOURTH - The maximum time limit for the execution of the work subject to this subcontract will be

FIFTH - The SUBCONTRACTOR submits sufficient evidence of compliance with the solvency and business quality requirements by means of documentation justifying the following:

- That it has adequate infrastructure and means to carry out the contracted activity and to directly manage the work.
- That its management and production staff have the necessary training in the prevention of occupational hazards.
- That it has an adequate preventive organisation.

SIXTH - Prior to the formalisation of this document, the SUBCONTRACTOR has formally declared that the company complies with the obligation of not being subject to the prohibitions of formalising contracts in accordance with Article 71 of the LCSP and, by means of certifications from the State Tax Administration Agency and the General Treasury of the Social Security, will demonstrate monthly that it is up to date with the tax and Social Security obligations imposed by the provisions in force. The subcontractor undertakes not to subcontract any activity of the contract with companies that are subject to any of the prohibitions for contracting with public entities established in the aforementioned Article 71 of the LCSP.

SEVENTH - In any case, Law 32/2006, of 18 October, which regulates Subcontracting in the Construction sector and its development regulations, shall be applicable.

EIGHTH - The documentation derived from compliance with the clauses of this contract will be provided to the main contractor, who shall file them for delivery to LFP, S.A. as soon as required, or in its absence, at the end of the work.

CLAUSES (...)

17 ANNEX NO. 4: FORMAL DECLARATION MODEL ON THE COMMITMENT TO SET UP A JOINT VENTURE

Mr. /Mrs..... , with ID..... card in the name of(personal or of the represented company) with address in theprovince of, and

Mr. /Mrs..... , with ID..... card in the name of(personal or of the represented company) with address in theprovince of, and

Mr. /Mrs..... , with ID..... card in the name of(personal or of the represented company) with address in theprovince of,

Being aware of the notice published in the contracting profile of (contracting authority) on ... of..... , for the award of the contract for works with a code..... and title..... (Identification of the contract), responsibly declares:

That, in the event of being awarded the contract, they are obliged and committed, jointly and severally, on behalf of the companies they represent to execute the work, under the regime of a Joint Venture, in accordance with the provisions of Article 69 of Law 9/2017, of 8 November, on Public Sector Contracts, with each of them participating as follows:

COMPANY	PERCENTAGE OF PARTICIPATION

That, likewise, they expressly declare that by means of this commitment they have not participated and will not participate in anti-competitive practices in this tender, and that the presentation of a joint and several tender between the indicated companies does not imply any infringement of the provisions of Law 15/2007, of 3 July, on the Defence of Competition, being aware that, otherwise, the sanctions that would be applied for collusive practices would include fines, prison sentences or suspension of participation in public tenders, among others.

In the event of the contract being awarded, the Sole Manager of the Joint Venture shall be with full representation before LFP, S.A. during the term of the contract and with such powers as may be necessary and sufficient to exercise the rights and fulfil the obligations arising from the tender and subsequent contract of the aforementioned work.

And in proof of conformity, and to the full effects of what is established in the LCSP, all the members of the joint venture sign this formal declaration of responsibility.

Inaof 20...

18 ANNEX NO. 5: RECOMMENDATION OF THE ADVISORY BOARD ON ADMINISTRATIVE RECRUITMENT OF 6 APRIL 2016 (BOE NO. 85 OF 08/04/2016) CONCERNING THE USE OF THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

19 ANNEX NO. 6: MODEL OF THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD)

20 ANNEX N° 7: MODEL OF COMMUNICATION TO LFP, S.A. ON INFORMATION REGARDING SUBCONTRACTING

20.1 Notification prior to subcontracting

Mr....., with IDin his own name or as representative of the company that has been awarded the CONTRACT OF , hereby informs the contracting body that, for the purposes of Article 215.2.b) of Law 9/2017 dated November 8 on Public Sector Contracts (LCSP), he/she intends to subcontract with the following entities and percentages for the indicated service:

Please indicate:

- The subjects involved (identity, contact details and legal representatives) in the sub-contract, with an indication of the technical and professional capacity of the sub-contractor or, where appropriate, classification, proof of suitability to carry out or execute part of the work.
- Indication of the object or parts of the contract to be carried out by each of the subcontractors
- Amount of the sub-contract and percentage of the main contract price that the partial service represents
- Accumulated amount of subcontracting, as a percentage, to be reached with this subcontract over the price of the main contract.
- Periods in which the subcontractor undertakes to pay the subcontractors the agreed price

I also state that in the conclusion of the subcontract(s) and, where appropriate, of supply contracts derived from the works contract awarded, the requirements established in Article 216 of the LCSP will be fulfilled.

Likewise, I would like to point out that the subjects with whom I agree the subcontracting have evidenced, by means of a formal declaration of responsibility, that the company fulfills the obligation of not being subject to the prohibitions of contracting, in accordance with Article 71 of the LCSP and, by means of certifications of the State Agency of Tax Administration and the General Treasury of the Social Security, will demonstrate monthly that they are up to date with the tax and social security obligations imposed by the provisions in force. They have also undertaken not to subcontract any activity in the contract with companies that are subject to any of the prohibitions on contracting with public entities set out in the aforementioned article.

And for the record, I hereby sign

At, date..... year

Signed:

20.2 Final notification of subcontracting

Mr./Mrs., with ID..... in his own name or of the represented company) with address in theprovince of, awarded the contract published in the profile of contracting party of (contracting body) of the day ... of....., certifies by means of this responsible declaration the following points:

A subcontracting amount equal to or higher than 30% of the contract price has been reached for the same and the payment obligations to the same are being strictly complied with.

The subcontractors have properly fulfilled all the special conditions for the execution of the contract. The following supporting documents are attached:

- Contracts with subcontractors.
- Certifications of subcontracting companies.
- Statements by the subcontracting companies that they are aware of payments in respect of this contract.

At, on (date).....(year)
(Place, date and signature of the representative)

21 ANNEX NO. 8: PROCESSING OF PERSONAL DATA

GENERAL DESCRIPTION OF THE PERSONAL DATA PROCESSING TO BE CARRIED OUT

Description

The processing will be carried out in accordance with the processing activity declared by LFP, S.A. "[indicate name of the processing established in the Processing Inventory]", the purpose of which is "[include section b of the Processing Inventory]".

In order to provide the services established in the Folder, the personnel assigned by the organisation awarded the contract may process Personal Data. This Data will be processed only by the personnel assigned and for the sole purpose of carrying out the scope of the contract.

Should it become necessary at any point in time, as a consequence of the execution of the contract, to modify the stipulations of this Appendix, the successful bidder shall require said modification on a reasonable basis and shall indicate the changes requested. If LFP, S.A. agrees with the request, LFP, S.A. will issue an updated Appendix, so that it always faithfully reflects the details of the processing.

Processed groups and data

The groups of interested parties and processed Personal Data to which the successful bidder may have access are:

Processing and main groups of stakeholders	Personal data that can be accessed for processing
Include "sections b and c" of the Processing Inventory	Include "section d" of the Processing Inventory

Processing items

The processing of Personal Data will include: (please tick as appropriate) 1

<input type="checkbox"/> Collection (data capture)	<input type="checkbox"/> Registration (recording)	<input type="checkbox"/> Structuring	<input type="checkbox"/> Modification
<input type="checkbox"/> Conservation (storage)	<input type="checkbox"/> Extraction (recovery)	<input type="checkbox"/> Consultation	<input type="checkbox"/> Assignments
<input type="checkbox"/> Dissemination	<input type="checkbox"/> Interconnection (crossing)	<input type="checkbox"/> Comparison	<input type="checkbox"/> Limitation
<input type="checkbox"/> Deletion	<input type="checkbox"/> Destruction (of temporary copies)	<input type="checkbox"/> Preservation (in IT systems)	<input type="checkbox"/> Others:
<input type="checkbox"/> Duplicate	<input type="checkbox"/> Copy (temporary copies)	<input type="checkbox"/> Backup	<input type="checkbox"/> Recovery

Disposal of the data at the end of the service after completion of the assignment. The successful bidder must:

- a) Return the personal data and, if applicable, the media on which it is recorded, to the person responsible for the processing, once the service has been provided. Said return must involve the total erasure of the data existing in the computer equipment used by the person in charge. However, the person in charge may keep a copy, with the data duly blocked, for as long as responsibility for the performance of the service may subsist.

Nevertheless, the data controller may require the processor to comply with option b) or c) below instead of option a):

- b) Return the personal data to the person designated in writing by the data controller and, if appropriate, the media on which they are recorded, once the service has been provided. Said return must involve the total erasure of the data existing in the computer equipment used by the person in charge. However, the person in charge may keep a copy, with the data duly blocked, for as long as responsibility for the performance of the service may subsist.
- c) Destroy the data, once the service has been completed. Once destroyed, the data processor must certify its destruction in writing and must deliver the certificate to the data controller. However, the data processor may keep a copy, with the data duly blocked, for as long as responsibility for the performance of the service may subsist.

Security measures

The data must be protected using measures that an orderly employer must take to prevent the data from losing its reasonable confidentiality, integrity and availability.

The successful bidder of the contract undertakes to apply to the data provided by LFP, S.A. the security measures stipulated in Section 2 of Chapter IV of the RGPD, and in Organic Law 3/2018 dated December 5 on the Protection of Personal Data and the Guarantee of Digital Rights, taking into account the state of the art, the costs of application, and the nature, scope, context and purposes of the processing, as well as risks of variable probability and severity for the rights and freedoms of the natural persons with the categories of data processed.

In any case, these measures will be oriented towards the implementation of mechanisms that enable:

- a) To guarantee the confidentiality, integrity, availability and permanent resilience of the processing systems and services.
- b) The restoration of availability and access to personal data quickly in the event of a physical or technical incident
- c) The verification, evaluation and assessment, on a regular basis, of the effectiveness of the technical and organisational measures implemented to guarantee the security of the processing.
- d) Pseudonymisation and encryption of personal data, if required by LFP, S.A.

The successful bidder cannot fail to implement or remove such measures by using a risk analysis or impact assessment unless expressly approved by LFP, S.A.

To this end, the personnel of the successful bidder must follow the security measures established by LFP, S.A. The processing of the data must not be different from those defined by LFP, S.A.

Explanation of the sections referring to treatment

- "Collection": The successful bidder collects personal data.
- "Registration": The successful bidder records the personal data in an application or incorporates it into a document.
- "Structuring": The successful bidder is responsible for sorting the personal data.
- "Modification": The successful bidder makes changes to the personal data.
- "Storage": The successful bidder is responsible for storing the data, both in automated format and on paper.
- "Extraction": The successful bidder performs personal data recovery tasks.

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- "Consultation": The successful bidder carries out searches of personal data, both in automated and paper format.
 - "Assignment": The successful bidder communicates personal data to other entities.
 - "Dissemination": The successful bidder is responsible for disclosing personal data.
 - "Interconnection": The successful bidder has the task of crossing personal data.
 - "Comparison": The successful bidder is responsible for comparing personal data.
 - "Limitation": The successful bidder is responsible for marking preserved personal data in order to limit their processing in the future.
 - "Deletion": The successful bidder deletes the personal data.
 - "Destruction": The successful bidder deletes work files created by users or processes that are necessary for occasional processing or as an intermediate step during the performance of processing of personal data.
 - "Retention": The successful bidder stores the personal data in its information systems.
 - "Other": Indicate other possible treatments not covered.
 - "Duplicate": The successful bidder copies the personal data.
 - "Copy": The recipient reproduces work files created by users or processes that are necessary for occasional processing or as an intermediate step during the performance of personal data processing.
 - "Backup": The successful bidder makes a backup of the personal data.
 - "Recovery": The successful bidder carries out recovery work on personal data.

22 ANNEX N° 9: INFORMATION SECURITY REQUIREMENTS FOR THE DEVELOPMENT OF APPLICATIONS AND/OR ACQUISITION OF HARDWARE/SOFTWARE EQUIPMENT RELATED TO COMMUNICATION NETWORKS AND/OR INFORMATION SYSTEMS

This appendix includes a list of the minimum information security aspects that must be fulfilled by the contractor during the execution of the contract, provided that the contract covers the acquisition or development of an Information System, or involves equipping hardware elements with base software (Operating System).

The aim is to comply with both the company's internal information security policy and regulations and the regulations and legislation applicable to LFP, S.A., among others: National Security Scheme (ENS), Law 40/2015, of 1 October, European General Regulation on Data Protection (RGPD), RD 12/2018 on network and information system security (NIS Directive), Organic Law 3/2018, of 5 December, on Personal Data Protection and Guarantee of Digital Rights, Law 8/2011, 28 April, Law on the Protection of Critical Infrastructure (PIC) and Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed technical knowledge and business information (trade secrets) against unlawful obtaining, use and disclosure. In general, said regulations establish requirements that must be met by the contractor, applying appropriate security measures to comply with the legislation which must be fulfilled by LFP, S.A. as well as the Information Security Policy and regulations in force in the entity.

In the event of non-compliance with any of the obligations included in this clause, the successful bidder will be responsible for the full amount of any penalty that, in terms of protection of information systems, may be imposed on LFP, S.A. and for all the expenses, damages and losses suffered by LFP, S.A. as a consequence of said breach.

Within the scope of this Annex, the set of solutions/services or supply of equipment which is the object of the contracted service will be referred to generically as a "product".

It will be understood that compliance with said requirements is compulsory whenever they apply to the product that is the object of the contract.

In the cases in which the product object of the contract includes the contracting of services in the Cloud (such as IaaS -Infrastructure as a Service-, SaaS -Software as a Service-, PaaS -Platform as a Service-), the requirements that must be satisfied will be those specified in point AI.12 (Contracting of Services in the Cloud (IaaS, SaaS, PaaS), for the rest, the minimum list of security requirements that must be complied with is that included in point AI.1, up to point AI.12.

In general, any mention of the presentation of documentation at the beginning of the service must be delivered within one month from the day following the formalisation of the contract.

The list of requirements is as follows:

22.1 AI.1 Data protection

The product must protect the information stored, processed or transmitted by means of appropriate security controls that provide sufficient guarantees regarding its integrity, confidentiality and availability.

- When the product covered by the contract includes the implementation of a user end station, it must be protected with the anti-malware solutions approved by the company. The successful bidder must carry out the necessary activities in accordance with the guidelines set out in the policy and regulations of LFP, S.A.
- In the event that the contract provides for the withdrawal of hardware equipment that has served as support for information of LFP, S.A.. the supplier will provide timely certifications of secure destruction of information owned by LFP, S.A.

22.1.1 A .1.1 PERSONAL DATA

If personal data are to be processed during the execution of the service, this will be done in accordance with the General Data Protection Regulations (RGPD), Organic Law 3/2018, the rest of the applicable personal data protection regulations and the instructions given by the Data Protection Officer (DPO) of LFP, S.A. Attention will be paid to what is specified in the administrative clauses relating to Data Protection, Personal Data Processing, stipulations for the person in charge of processing, and the annex on Personal Data Processing.

22.1.2 A .1.2 CONFIDENTIALITY OF INFORMATION

The successful bidder undertakes to maintain confidentiality in the processing of the LFP, S.A. information that is generated, stored, processed or transmitted within the framework of this contract. In addition, said bidder undertakes not to disclose or access the information unduly without the express authorisation of its owner. Furthermore, it is obliged to refrain from accessing or using the information to which it has access for any purpose that is not authorised by LFP, S.A.

22.2 AI.2 Identification and management of risks related to information security

The successful bidder, at the beginning of the execution of the service and throughout its life cycle, (in the event of substantial modifications in the characteristics of the product, for example in the assets involved, architectures used, regulations involved, etc. ...) must carry out Risk Analysis from the point of view of Information Security and must deliver to LFP, S.A. when requested, documentation indicating the risks identified and the security controls and measures that will be implemented in order to preserve the integrity, availability and confidentiality of the information involved. In addition, in the event that the Risk Analysis involves items associated with the processing of personal data, in addition to identifying the corresponding risks, the provisions of clause 5 (Confidentiality and data protection) will be applied.

The successful bidder must inform LFP, S.A. of the residual risk that will remain after implementing the controls and security measures contained in the risk analysis carried out. Unless otherwise instructed by LFP, S.A. it must act in accordance with said risk analysis.

If LFP, S.A. so requires, the successful bidder will deliver the files associated with the risk analysis carried out in a format compatible with the risk management tool used by LFP, S.A.

22.3 AI.3 Safety management

The product must implement adequate management of its security parameters (configuration of access lists, permissions, auditing, etc.):

- Restricting the management of security parameters, allowing only users/roles with specific permissions.
- Assign default values to the security parameters according to the principle of:
- "minimum privileges" (default security).
- The possible configurations of the product must be checked to ensure that the default values for authentication and access do not maintain validity.

22.4 AI.4 Registration and traceability

The product must have the Registration and Traceability mechanisms that allow:

- To unequivocally monitor the actions taken by each user (privileged or not) of the product.
- To record and track user activity, exceptions and security events; and keeping said records for an agreed period of time in accordance with the "Operations Management" standard, which implies the mandatory application and compliance with the following guidelines:
 - The logs should include the following information:
 - The user identifiers.
 - The date and time of the events.
 - Terminal identification and location.
 - Successful and unsuccessful accesses.
 - Changes in the system configuration.
 - Changes in access rights.
 - The use of applications and system utilities.
 - The files accessed and the type of access.
 - Network addresses and protocol types.
 - The alarms of the access control system
 - The activation and deactivation of protection systems. System administrators should not have rights that allow them to delete or deactivate audit logs.
 - Procedures for monitoring the use of information systems and their results should be established and periodically reviewed, considering the criticality of the monitored processes, their vulnerability, their exposure to vulnerable networks, such as
 - Authorised and privileged access, use of administration accounts, system startup and connection or disconnection of input/output devices. Unauthorised access attempts.
 - System alerts and failures, such as changes to system settings and controls.
- Generation of automatic alerts to certain events or a combination thereof.
- Setting the desired audit level.
- Adequately protecting the audit records, which must be accessed only by authorised users, leaving a trail of any deletion or modification.
- Ensuring the retention and integrity of audit records for a configurable period of time.

22.5 AI.5 Cryptographic support

Products with cryptographic functions must:

- Make use of cryptographic algorithms certified by the National Cryptology Centre (see CCN-STIC-807 Guide to Cryptology for use in the National Security Scheme) and keys of optimum length to guarantee their robustness.
- Implement secure management of the cryptographic keys involved, including their storage, distribution, access and destruction.

22.6 AI.6 Secure channels

The communications/connections established with the product must be made through "secure channels", which must:

- Establish logically independent communication channels for each connection.
- Verify the identity of the ends of the communication.
- Guarantee the integrity and confidentiality of the information transmitted.

22.7 AI.7 Identification and authentication

The product must implement authentication and authorization mechanisms that allow:

- Assigning permissions to defined objects, functions or users.
- Compliance with the rules issued by LFP, S.A. for security management in relation to the control of access to resources.
- That the person responsible for the information of LFP, S.A. involved in the product, is the one who approves the levels of authorization to be used.
- Integration with corporate repositories (Ldap, Active Directory) must be carried out.
- Prevent the establishment of concurrent sessions with the same user.
- Log out on request and automatically (after a configurable period of inactivity).
- Disable a user when the conditions so require because he/she has left the company, or has changed functions with respect to the activities included in the product.
- Integration with the identity management platform of LFP, S.A. must be carried out.

22.8 AI.8 Vulnerability management

If the contract includes the provision of hardware provided with base software (for example, an Operating system), the successful bidder must deliver a plan indicating how it will manage, throughout the contract, the updating of base software patches of the system it provides in the contract.

Provided that there is no duly justified technical impediment, the successful bidder undertakes to implement procedures for updating base software patches, in accordance with the procedures that exist in the company.

22.9 AI.9 Reporting of security events

The successful bidder must implement mechanisms that enable both it and LFP, S.A. to inform each other about Security events related to the product that is the object of the contract, and that LFP, S.A. can monitor the events of which it has been informed.

The communication to be made by the successful bidder to LFP, S.A. must enable LFP, S.A. to fulfil its obligations with regard to safety incidents with the various supervisory authorities.

The successful bidder must implement processes in accordance with with the security policy of LFP, S.A. for the notification, escalation, investigation and resolution of information security events related to the product that is the object of the contract.

If the product that is the object of the contract contains personal data, the notification of security events will also be made in accordance with the General Data Protection Regulations (RGPD) and with that specified in section l) of clause 5.2.3 of the specific administrative clauses.

22.10 AI.10 Security measures according to ENS

According to section 3 of the CCN-STIC-830 Guide (<https://www.ccn-cert.cni.es/pdf/guias/series-ccn-stic/guias-de-acceso-publico-ccn-stic/1674-ccn-stic-830-ambito-aplicacion-ens/file.html>) and in line with the provisions of Royal Decree 3/2010, of 8 January, the objective scope of the ENS is Information and Communications Systems that are supported by electronic means and are aimed at managing the competences of the corresponding public entity. If the contracted product is involved in an Information System to which ENS applies, it is also applicable to the product.

With regard to security measures in the public sector, in accordance with the first additional provision of Organic Law 3/2018 of 5 December, on the Protection of Personal Data and the Guarantee of Digital Rights, LFP, S.A. as the party responsible for processing personal data is required to apply the security measures corresponding to those provided in the National Security Scheme. In cases where a third party provides a service under a concession, management assignment or contract, the security measures will correspond to those of LFP, S.A. and will comply with the ENS (National Security Scheme).

When the ENS is applicable to the product object of the contract, the latter, with the aim of protecting the information and services provided, must implement the security measures in accordance with the security dimensions and category of the Information System involved in the contracted product in accordance with the provisions of Annex II (ENS Security Measures).

22.11 AI.11 Security plan

At the beginning of the service, the successful bidder must submit a Safety Plan that includes the safety measures contemplated and establishes the procedures necessary to ensure the protection of the environment, both in the development and production stages.

22.12 AI.12 Contracting of *cloud* services (IAAS, SAAS and PAAS)

In the case that the product object of the contract includes Cloud Computing, the requirements set out in the following points (numbered as AI.12) will be applicable. These specify the security requirements that must be met by a cloud service provider so that the contracted services are aligned with the regulations and legislation in force, guaranteeing the security of both the information and the services provided by LFP, S.A.

Given the particular nature of *cloud* services, either new security measures are required in addition to those set out in the requirements indicated in the previous points (list AI.1 - AI.11), or it is necessary to add nuances associated with the aforementioned requirements. Therefore, in the case that the product object of the contract

includes Cloud Computing, the requirements described in point AI.12 are grouped together, choosing to expressly mention those requirements that are applicable and that are included in list AI.1 - AI.11.

The contractor must base the relative security aspects of its bid on the principles set out in the ICT Security Guide (CCN-STIC-823: Use of Cloud Services).

The services covered by the contract will include the construction and integration of security capabilities in all phases of the project: design, transformation, construction, configuration, maintenance, operation and return. These capacities must be identified through the risk analysis and management to be carried out by the *cloud* service provider, identifying the security controls to be applied in order to reduce the risk.

The security controls must be adapted to the specific scenario in which the products and services that are the object of the contract will be developed: whether they be in the IaaS (*Infrastructure as a Service*), PaaS (*Platform as a Service*) or SaaS (*Software as a Service*) or FaaS (*Function as a Service*) model, in virtualisation and/or microservices environments or a combination thereof.

The ultimate responsibility for the proper management of the risks associated with the outsourcing or subcontracted activities lies with LFP, S.A. However, the successful bidder will be directly responsible for the ICT risks arising from the activities that have been outsourced to it, to the extent that the design, transformation, construction and operation of the outsourced systems, services and activities depend on it.

The execution of the service will include the preparation and delivery of all those documents derived from the compliance with the legislation in force, the security regulatory framework established for the information systems of LFP, S.A. or, if applicable, are necessary to carry out an adequate management of the service, the application or the system.

The successful bidder of the service shall be obliged to:

- Inform its employees of the legal obligations existing in the processing of personal data, as well as the security requirements demanded by LFP, S.A.
- Use the information in accordance with the exclusive purpose of developing the contracted services, guaranteeing at all times the confidentiality, availability and integrity of the information in accordance with existing information security standards.
- Have developed and implemented a Security Policy, Standards and Procedures for the development and execution of operations, based on international standards on information security (ISO 27001) and on the current regulations on personal data protection applicable in Spain.
- With regard to current legislation on the protection of personal data, attention will be paid to the Confidentiality and Data Protection clause in the specific administrative clauses and the annexed Personal Data Processing document.
- Provide LFP, S.A. with all the information necessary to satisfy the rights established in the current regulations on personal data protection (GDPR) in the interest of the owner of the data and execute in its systems the security measures and functionalities necessary to guarantee the blocking, erasure and portability of the data, at any request of LFP, S.A.

The successful bidder undertakes that the service provided will comply with the obligations and requirements specified in the following points:

22.12.1 AI.12.1 GUARANTEE OF SUPERVISION

The successful bidder must guarantee that it has the processes, rules, procedures, resources, activities, information, records, facilities, tools and willingness to collaborate in order to facilitate LFP, S.A. the tasks of supervision, audit, management and notification of security events that may occur in relation to the Service.

In case of technical incompatibilities that must be duly justified, the person responsible for the contract may limit one of the requirements specified in the points on Supervision (Al.12.1.1) and Traceability (Al.12.1.2).

22.12.1.1 Al.12.1.1 Monitoring

The successful bidder must enable the mechanisms to ensure that LFP, S.A. can supervise the level of security of the service. This supervision includes access to and viewing of the audit and event traceability records, user information and levels of authorization that have permissions therein, the events, configurations, rules, etc.; in short, to all the elements that allow to collect, treat, transmit, process and store the information of LFP, S.A.

In the event that the service contracted is in Saas (*Software as a Service*) format, in order to guarantee that LFP, S.A. can carry out the supervision, when there are technical impediments to providing audit records in the service offered, it will be required that, as a minimum, the successful bidder demonstrates the existence of an Information Security Management System that encompasses the scope of the service offered.

22.12.1.2 Al.12.1.2 Traceability

The successful bidder must enable sufficient mechanisms to guarantee the storage, custody, auditing and delivery of records of traceability of events, access, operations, actions and activities carried out and/or materialised in the applications, micro-services, systems and infrastructure involved in the service.

The successful bidder must provide the necessary records to link and trace the network information with the related business information in the contracted service.

Security event information must be correlated in a specific SIEM for the service provided to LFP, S.A. in which records of services provided to other companies are not mixed. If required, the SIEM node will be the one specified by LFP, S.A., and it can be the one implemented in the private infrastructure managed by LFP, S.A.

In the event that the activity register is hosted, managed and analysed by the successful bidder (*Cloud Service Provider*), the latter must inform LFP, S.A. of the following aspects:

- Detection of situations that may affect security (e.g. multiple failed access attempts, intrusion attempts, access to sensitive data, etc.) by correlating the events.
- The communication channel for situations that may affect the safety of LFP, S.A.
- The maximum time from detection of the situation that could affect security until it is communicated to LFP, S.A.

At least, the successful bidder must undertake to record the activity events that may compromise security, such as:

- Access to the system.
- Access to system data.
- Changes of roles.
- Access changes and log system modifications or audits.
- Actions carried out with administrator privileges.
- In general, all the administrative activity carried out in the tool.

- Any activity involving access to libraries containing information that should be restricted to certain profiles or users.

In addition, the supplier must also provide traceability of:

- The log files. These must be standardised so that their information can be correlated with other sources and interpreted appropriately. Their information must be integrated into the SIEM mentioned in the previous paragraph. It is the responsibility of the successful bidder to provide the necessary mechanisms so that the inclusion of the logs in the SIEM can be carried out correctly.
- Information from the traffic records.
- Information generated in CASB, or behavioural analysis tools (UEBA) used in the service.

The records must be accessible and available to LFP, S.A. in interoperable formats, if required. They must be duly protected.

With regard to the retention of records, attention will be paid to the nature of the information, services and policy of LFP, S.A.

22.12.1.3 AI.12.1.3 Monitoring and documentation of administration, maintenance and configuration tasks

The contractor must record and document the actions taken, involved with administration, maintenance and configuration changes in elements related to the service provided. It must provide temporary information, (beginning-end), reason, scope of the action, identification of who performed the action, and who authorized it.

The information must be given to LFP, S.A. if required.

The activities related to the configuration of elements involved in the contracted service must be carried out following strict security standards for a defence strategy in depth and minimum exposed surface. Whenever the paths can be modified, this must be done and the default configurations must not remain. The capacity to detect changes in the configurations that can affect security must be available.

22.12.1.4 AI.12.1.4 Audit

The successful bidder undertakes to collaborate in the audits to which LFP, S.A. is subject, , facilitating access to the necessary information involved in the service as well as technical reports and any other information required for this purpose.

These audits may be carried out by an independent third party.

22.12.2 AI. 12.2 GEOGRAPHICAL CONSTRAINTS

The successful bidder must inform LFP, S.A. of the geographical location and the countries from which it provides the service and in which it can store and process LFP, S.A. information. This information will be used both during the normal provision of the service and in case of contingency. Authorisation must be obtained from LFP, S.A. for any change in geographical location.

The information generated in the service offered will be located within the European Economic Area (European Union and Iceland, Liechtenstein and Norway), unless explicit authorization is granted by LFP, S.A. after verification of collaboration agreements that legally guarantee legal and regulatory compliance.

22.12.3 AI.12.3 RISK ANALYSIS

The successful bidder must evaluate and submit documentation justifying the risks of the service, as well as its management, identifying the security controls and safeguards to be adopted, at the beginning of the service. This analysis will also be carried out in the event of substantial changes in the characteristics of the service.

In addition, the successful bidder must carry out risk assessment and analysis of the infrastructure (if appropriate for the type of service contracted), services, information assets, data (including personal data and their impact) and activities which are part of the scope of the service contracted, throughout the life of the contract.

All the stipulations established in requirement AI.2 (Identification and Management of Risks related to Information Security) shall be applicable to this section. In particular, the successful bidder shall inform LFP, S.A. of the residual risk that will remain after implementing the controls and security measures contained in the executed risk analysis. Unless LFP, S.A. so indicates, it must act in accordance with said risk analysis. If LFP, S.A. so requires, it must deliver the risk analysis files in a format compatible with the risk management tool used by LFP, S.A.

22.12.4 AI.12.4 NON-OBSOLESCENCE AND VULNERABILITY MANAGEMENT

The successful bidder undertakes to guarantee the non-obsolescence of the technology, controls or processes involved in the provision of the service, including the patching of elements, and to carry out the renewal and updating of systems and processes. To this end, it must deploy fortification measures and vulnerability management, as well as keeping the technology updated with the latest security patches recommended by the manufacturer, with specific procedures for fortification, vulnerability management and patch updating.

The successful bidder must deliver a Plan relating to the issues indicated in this section that are presented at the beginning of the contract, indicating how it will be carried out, throughout the period of validity. Said Plan must be approved by LFP, S.A.

22.12.5 AI.12.5 SAFE DEVELOPMENT

The service provider shall ensure an adequate level of security in its systems based on good practice guidelines, secure development recommendations and international standards (at least the OWASP Guidelines and Project Guidelines for S-SDLC, ISO/IEC 27002:2013 (section 14 "Information Systems Procurement, Development and Maintenance" and 12.1.4 "Separation of Development, Test and Production Environments"); NIST SP 800-53 rev.4 SAJ 'Systems and Services Procurement'; NIST SP 800-64 rev.2 'Security Considerations in the System Development Life Cycle (S-DLC)').

22.12.6 AI.12.6 SECURITY GOVERNANCE

The provider must establish a dialogue channel to discuss, among others, security requirements and controls, security events and management of possible security SLAs linked to the service.

22.12.6.1 AI. 12.6.1 Security Officer

The successful bidder must have a Security Manager for the project with appropriate training and experience in managing the services it provides.

22.12.6.2 AI.12.6.2 Data Protection Officer

In the event that the service covered by the contract includes information identified as being of a personal nature, the specifications on this matter in the specific administrative Folder will be applicable.

22.12.6.3 AI.12.6.3 Safety equipment

The successful bidder must have a complete security team that guarantees the design, construction, configuration, monitoring, operation and administration of the security and privacy controls for the adequate and correct maintenance of the risk level approved by LFP, S.A.

22.12.7 AI.12.7 SEGREGATION SYSTEM IN SHARED ENVIRONMENTS

Unless otherwise specified by LFP, S.A. :

- The successful bidder must provide LFP, S.A. with specific infrastructure, guaranteeing the physical and/or logical segregation, especially in virtualised or *multi-tenant* environments, of the elements and infrastructure that support the provision of the service.
- The data owned by LFP, S.A. and stored in the systems of the successful bidder must be physically and/or logically segregated from those of any other client, and only accessible by personnel expressly authorised by LFP, S.A.

Provided that there is no technical impediment that must be justified and, if applicable, accepted by LFP, S.A. the following must be fulfilled:

- The administration of the services of LFP, S.A. hosted in the infrastructure of the successful bidder will be carried out by teams dedicated exclusively to the administration of these services.
- The successful bidder must provide the services with specific DNS for the platform and protection mechanisms against information exfiltration using the DNS protocol.

22.12.8 AI.12.8 Appropriate security elements in cloud environments.

At the beginning of the execution of the contract, the successful bidder will provide LFP, S.A. with documentation describing the infrastructure of the environment in which the platform provided is implemented, or on which the service covered by the contract is executed. In addition, it will describe the security elements that it will implement, operate and manage to protect the elements involved in providing the service.

The documentation will include:

- Information assets.
- Configurations.
- Description of the physical/logical architecture. Communication protocols used.
- Processes that support the service.
- Technical procedures.
- Backup Policy.
- Contingency and business continuity plans.
- Details of the system communications architecture by means of a network diagram showing all the communications flows that will be used by the service or application.

The successful bidder undertakes to:

- Provide adequate physical security for all facilities containing physical infrastructure relevant to the provision of the service covered by the contract.
- Provide protection for the platform against network and application level denial of service attacks.
- To carry out access logs that allow to monitor, trace, analyse, investigate and document undue or unauthorised actions, both at an operational and administrative level.
- Include mechanisms for the detection of suspicious behaviour in the infrastructure or relating to information resources, which could be indicative of a security breach.
- To have the software licenses for the provision of the service, including those relating to any tools used to guarantee the integral security of the service.
- To provide the service utilising Firewall solutions, IDS, anti-malware, Proxy, WAF (in case the service includes any web application), DLP (in case it is required by LFP, S.A. due to the presence of sensitive or personal data).
- If applicable and indicated by LFP, S.A., the publicly exposed access must be equipped with SAT INET probes for the real-time detection of threats and events in the traffic that flows between the platform on which the contracted service is executed and the Internet.

In general, if the subject of the contract is covered by the ENS (in accordance with the provisions of paragraph AI.10 of this Annex), the following above-mentioned points will apply:

- AI.10 (Security measures according to the National Security scheme): The successful bidder shall implement security measures according to the security dimensions and category of the Information System involved in the contracted product. (Reference Annex II Security Measures-ENS).

22.12.9 AI.12.9 VIRTUALISED SERVICES

In the case of virtualised cloud services, the successful bidder must ensure that the following measures are met:

- Virtualised elements and virtualisation elements will be treated in the same way as the corresponding physical elements for the purposes of configuration, maintenance, security rules and regulatory aspects.

- In the event of the existence of confidential, secret or particularly sensitive data, base equipment will not be shared with others nor will the same hypervisor be shared with other customers.
- The administration of the hypervisor will be separated from the administration of the virtualized elements: different interfaces, different administrator accounts and different administrators.
- The images of the virtual elements will be treated as data with the same security requirements as the information and services handled by those virtual elements.

22.12.10 AI.12.10 PROTECTION OF INFORMATION

The LFP, S.A. data present in the service must be protected according to the Risk Analysis and impact evaluations reported by the supplier and approved by LFP, S.A.

In this section, the specifications detailed in section AI.1 (Data Protection) regarding Confidentiality of Information (AI.1.1) and Personal Data (AI.1.2) and clause 5 of the PCAP will be of application.

22.12.10.1 AI.12.10.1 Test data

Unless otherwise specified by LFP, S.A., the existence of real data outside production environments is not permitted and unauthorised copies of files containing the data must be prevented.

22.12.10.2 AI.12.10.2 Data loss prevention

In case the service object of the contract includes information identified as confidential or personal by LFP, S.A., the supplier shall inform whether or not it incorporates into the service a DLP solution to discover and prevent data leaks or disclosures of information owned by LFP, S.A. The provider shall inform the user of any unauthorised disclosure or leakage of data.

22.12.11 AI.12.11 IDENTITY AND ACCESS MANAGEMENT. AUTHENTICATION, AUTHORISATION AND PRIVILEGES

The successful bidder undertakes that the service will comply with the following points:

- Robust authentication and authorisation mechanisms will be in place for system access and integrated services that guarantee the confidentiality and integrity of the information transmitted.
- Information exchange mechanisms between system components or different systems in the Cloud must have the required authentication mechanisms to ensure the authenticity of the information transmitted.
- A model should be established to control role-based access so that the system will have to allow for the establishment of different user groups depending on the activities carried out in the system (personnel of the successful bidder, or of the IAS, PAS or SAS supply chain, company personnel or designated by LFP, S.A.). These groups must be identified and detailed based on their privileges and associated responsibilities (administrators, auditors, security, etc.), always applying the criteria of minimum privilege.
- The solutions/mechanisms proposed for integration with the LFP, S.A. identity management platform will be described. Unless expressly authorised by the LFP, S.A. contract manager, no generic users will be used and means will be provided to detect the creation and use of this type of non-nominally identified users.
- Appropriate mechanisms will be in place to automatically manage the life cycle of identities and credentials.

- Authentication attempts (failed or successful) should be recorded, as well as information required for events investigation.
- Sessions, including user sessions and administration consoles if any, should automatically cancel the session after a defined period of inactivity.

22.12.12 AI.12.12 COMMUNICATIONS AND DATA ENCRYPTION

The successful bidder will provide the appropriate mechanisms for encrypting information in transit (communications), in use and stored that, depending on the case, are applicable according to risk analyses, regulations in force (ENS, RGPMr. ..), or as functionally required by LFP, S.A. In this way, to guarantee the integrity and confidentiality of the data handled by the service provider, the successful bidder must implement the necessary mechanisms:

- For data in transit, the SSL/TLS layer must be used to ensure the integrity and confidentiality of the data transmitted.
- Confidential or secret stored data, as well as for passwords and encryption keys, will never be stored openly in the cloud, it being necessary to apply the encryption mechanisms permitted by LFP, S.A.
- If encryption is required, the successful bidder must indicate the strategy for the encryption life cycle at the beginning of the execution of the contract. The custody of certificates will be carried out in HSM secure hardware containers, unless there is a technical impediment in which case an exception to this requirement must be authorised by LFP, S.A.

22.12.13 AI.12.13 ACTIVITY REGISTER AND SERVICE MONITORING

The successful bidder undertakes to enable sufficient mechanisms to guarantee the recording, auditing and traceability of events, operations, actions and activities carried out and/or substantiated in the applications, micro-services, systems and infrastructure involved in the service, in accordance with that which is described in points AI.12.2 Supervision Guarantees and AI.12.2.2 (Traceability), of this document.

The service will provide synchronization of the time stamp on all the elements involved. All systems and micro-services on the platform will have the same time reference. Except for technical incompatibilities that must be justified, the main stratum will be that of the time server of LFP, S.A.

22.12.14 AI.12.14 INCIDENT MANAGEMENT

The supplier must have an events management procedure. LFP, S.A. must be informed of this procedure, the specific security events management procedure, the type of event included in the service as well as the response and resolution times.

Point AI.9 (Notification of security events) will apply.

The supplier must diligently report security events compromising the service provided, the data for which LFP, S.A. is responsible, as well as the measures taken to resolve them, or the measures that LFP, S.A. must take to prevent any damage that may occur. The supplier will assist and cooperate with LFP, S.A. in relation to any necessary communication to third parties and other reasonable measures to remedy the situation requested by LFP, S.A. or required by law.

Specifically, with regard to the protection of personal data, the procedure shall be in accordance with the stipulations of the specific administrative clauses, and the supplier will immediately notify LFP, S.A. after becoming aware of the security breach, so that the 72-hour deadline is not exceeded.

22.12.15 AI.12.15 DATA BACKUP AND RECOVERY

The service will have appropriate backup mechanisms and information backup, as well as tested and proven restoration processes, guaranteeing the restoration of information in the event of any problem. The requirements of functionally required service availability or SLAs defined in the specifications that govern the contract must be fulfilled.

22.12.16 AI.12.16 BUSINESS CONTINUITY PLAN

The supplier will have its own Business Continuity Plan for any contingencies that may arise in the provision of the service in order to ensure the restoration thereof.

LFP, S.A. may request the impact analysis carried out on the service provided, the coordination procedure in the event of problems and disasters, as well as evidence of the periodic execution of continuity tests.

Information systems must be able to recover their usual service capacity, even in the event of a contingency, within the times required by the business processes that use them. The recovery times identified in the impact analysis must be aligned with the Service Level Agreements (SLA) defined in accordance with the provisions of the specifications governing the contract.

22.12.17 AI.12.17 TERMINATION OF SERVICE

The successful bidder undertakes to carry out a procedure that includes the return or destruction of the information by the successful bidder to LFP, S.A. in the event of cessation or cancellation of the contract. When appropriate, the supplier will provide the appropriate certificates of secure destruction of the information owned by LFP, S.A.

The successful bidder is obliged to actively collaborate in the process of returning the information generated and stored in the service that is the object of the contract, as well as that related to procedures, guides or instructions that it has generated for the provision of the contracted service.

At the stage of completion of the service, the successful bidder must include all the tasks necessary to be able to deliver all the information from LFP, S.A. involved in the service, so that it can be integrated into the infrastructure that will be used from the end of the service that is the object of the contract.

22.13 AI.13 List of documentation to be provided by contractor at the beginning of the service

In summary, all the documentation required from the contractor in the requirements indicated above, the list of information that must be provided within one month from the day following the formalisation of the contract, if these requirements apply, comprises the following:

- Risk analysis (Requirement AI.2 and AI.12.3): List of identified risks, and the security controls to be implemented to mitigate them. Residual risk resulting from the analysis carried out. If LFP, S.A. so

requires, files associated with the risk analysis performed in a format compatible with the risk management tool used by LFP, S.A. If the risk analysis involves aspects related to the processing of personal data, action will be taken in accordance with the provisions of clause 5 of the PCAP.

- Vulnerability Management Plan (Requirement AI.8, and AI.12.4). Description of the way in which the update of patches of the base system software provided in the contract will be managed throughout the contract.
- List of security measures to be implemented and procedures established to guarantee the protection of the environment (Security Plan, in section AI.11).
- Geographical location information and list of countries from which the service is to be provided and where the information of LFP, S.A. can be stored and processed (Requirement AI.12.2).
- List of situations that will be detected as possible security events, route and maximum time from detection to communication of them to LFP, S.A. (Requirement AI.12.1.2)
- Description of the environment in which the service object of the contract will be implemented (Requirement AI.12.8), including the following information:
 - Information Assets.
 - Network diagrams of the communication flows to be used in the service.
 - Communication protocols to be used.
 - Security elements that will be implemented, operated and managed for the protection of the elements involved in the provision of the service. Configurations.
 - Backup policy, contingency and business continuity plans regarding the service provided under the contract.
- With regard to the encryption of communications and data (Requirement AI.12.12), a declaration is required that a procedure is in place for the management of cryptographic keys and that their storage is in secure hardware devices (HSM).
- Content of the management and notification procedure of security events that the supplier has in relation to the service provided (Requirement AI.12.14).